

COLLECTIVE AGREEMENT

Between:

THE THOROLD PUBLIC LIBRARY BOARD

And:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220,
THOROLD PUBLIC LIBRARY UNIT**

January 1st, 2022 - December 31st, 2024

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COLLECTIVE AGREEMENT

Between:

THE THOROLD PUBLIC LIBRARY BOARD
(hereinafter called "The Employer")

Party of the First Part

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2220, Thorold Public Library Unit
(hereinafter called "The Union")

Party of the Second Part

ARTICLE 1 - Purpose

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees represented by the Union; to provide for the prompt and fair disposition of grievances; to provide rates of pay, hours and working conditions for employees consistent with the maintenance of an efficient library service to the public; and to promote harmonious relations between the Employer and its employees.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all employees of Thorold Public Library Board in Thorold, Ontario, save and except Chief Librarian, Public Services Librarian and persons above such ranks.

2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency, discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall employees; select employees for positions excluded from the bargaining unit;

- (c) generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the standards of performance for employees, hours of work, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.
- 3.03 The Union recognizes and acknowledges that the Employer has the right to make and alter from time to time rules and regulations, policies and practices to be observed by its employees. When rules and regulations or policies and practices applicable to the workforce, are instituted or altered, the Employer shall give prior notice to the Union.
- 3.04 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.

ARTICLE 4 - UNION SECURITY

Union Membership

- 4.01 As a condition of their continued employment, all employees of the Employer shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All new employees falling within the scope of the bargaining unit, shall become and remain members in good standing in the Union on the first working day. This will not affect Article 10.03.

Dues Deduction

- 4.02 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names from whose wages the deductions have been made. The cheque shall be accompanied by a list of names, employment status (such as Full-time, Part-time, Temporary, Casual), classification/job title, regular earnings, hours worked, and dues deducted.
- 4.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year. Barring unforeseen problems, the Employer will endeavour to ensure T-4's are issued to employees at least two (2) weeks prior to the RRSP contribution deadline. In the event of unforeseen problems, the Employer will notify staff as soon as practicable.

Agreement

- 4.04 The Union and the Employer desire every employee to be familiar with the provisions, rights and obligations under this Agreement.

The Employer agrees to have printed on a 50/50 cost share basis with the Union, sufficient copies of the Agreement for each employee within thirty (30) days of signing.

4.05 On commencing employment, new employees will be supplied with a copy of the Collective Agreement and introduced to their Union Representative as designated by the union. The Union Representative as designated by the union will be given the opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. Potential employees will be acquainted with the conditions of this Article and the fact that a Collective Agreement is in effect.

4.06 Contact Information

- a. The Employer will provide to the Union a list of all the Employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.
- b. The list will also indicate the Employee's work-site and employment status (such as full-time, part-time, temporary, seasonal, casual) and if the Employee is on a leave of absence, the nature of the leave.
- c. The Employee contact list will be provided in an electronic spreadsheet to the Union President and CUPE National Representative on January 1st and July 1st of each year.

4.07 Notification of New Hires

The Union shall be notified of the full name, position, and employment status (e.g., full-time, part-time, temporary, casual), start date of all employees hired into the bargaining unit prior to their first day of employment.

4.08 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

4.09 Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

ARTICLE 5 - EMPLOYEE DISPLACEMENT

Procedure Upon Displacement

5.01 (a) Without restricting its right to determine the methods by which services are to be

provided, the Employer agrees that if the introduction of new equipment, the planned cessation of operations, or re-organization resulting from a decision of the Employer makes it necessary to displace employees with six (6) or more months of seniority or nine hundred and ten (910) hours of seniority, no such employee shall be laid off or have their employment terminated, unless such employee cannot be employed satisfactorily after a six (6) month training period or through the normal exercise of their seniority.

- (b) The period of notice under any of the foregoing circumstances shall be a minimum of three (3) months.
- (c) Should termination occur under this section, a severance allowance shall be paid in accordance with the Employment Standards Act.

No Lay-off Due to Contracting Out

5.02 No employee who has attained seniority as a regular employee shall be laid off, terminated, or have their regularly scheduled workday or regularly scheduled work week reduced as a result of contracting out work.

Employer Merger or Amalgamation

5.03 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employer.
- (e) No employee shall suffer a loss of employment as a result of a merger.
- (f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

5.04 The Employer agrees that no Co-Op student will perform bargaining unit work while any bargaining unit employee is on layoff or while bargaining unit hours of work have been reduced. To be effective from date of ratification.

ARTICLE 6 - REPRESENTATION

Stewards

- 6.01 The Employer will recognize two (2) Union Stewards elected by the Union. One of the union stewards will be designated as a unit chair in accordance with the union by-laws. The Union will notify the Employer of the employees.

Negotiating Committee

- 6.02 The Employer will recognize a Negotiating Committee composed of three (3) representatives, one (1) of whom shall be the President of Local 2220 or their representative.

Labour/Management Committee

- 6.03 The Employer will recognize a Labour/Management Relations Committee consisting of not more than three (3) representatives of the Union for the purpose of meeting with two (2) Board members and the Chief Librarian to maintain communications between the parties and to discuss matters of mutual concern. This Committee will meet at the call of the Chief Librarian or the President of the Local Union. The Union and the Employer will exchange agendas of matters for discussion four (4) calendar days before the date scheduled for the meeting.

Meetings With Employer

- 6.04 One (1) Union Steward and one (1) other Union representative in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.
- 6.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

Leave For Meetings

- 6.06 Meetings between the Employer and Union Committee shall be scheduled at times mutually agreeable to both parties.
- 6.07 Representatives of the Union on the above committees shall not suffer any loss of pay or benefits for the total time involved in negotiations with the Employer and in grievance, arbitration procedures, and Labour/Management meetings.

Up to one (1) hour preparation time without loss of pay will be allowed immediately before negotiation and Labour/Management meetings with the Employer.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The parties agree that there shall be no discrimination, interference, intimidation, harassment, restriction or coercion exercised or practiced with respect to any employee by

reason of age, race, creed, colour, ethnic origin, political or religious affiliation, sex or marital status, sexual orientation, same sex partnership status, disability, record of offences, place of residence, nor by reason of their membership or activity in the union or that of any dependent of the employee in accordance with the Human Rights Code as amended from time to time.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

Grievance

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.
- 8.02 The Grievance Committee shall be composed of the Local Union President or their designated Representative, the two Stewards and the National Representative of the Canadian Union of Public Employees assigned to servicing Local 2220.
- 8.03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The employee claiming they have a grievance shall submit the matter to one of the Stewards. At each Step of the grievance procedure, the grievor shall have the right to be present. Any grievance matters should be raised within five (5) working days of the event giving rise to the grievance or within five (5) working days from the day the event becomes known to the grievor. Grievances should be in writing. The Steward will first seek to settle the dispute with the Chief Librarian. The Chief Librarian or designate shall have five (5) working days to settle the grievance. Answers to all grievances will be in writing.

STEP 2

If the grievance is not settled within the above noted five (5) working days, the Union Grievance Committee will refer the grievance to the Employer or Board designate. The Employer or Board designate and the Union Grievance Committee shall meet within five (5) working days of the referral to this Step in an effort to settle the grievance. The Employer or Board designate shall have five (5) working days to settle the grievance.

STEP 3

If the grievance is not settled within the above noted five (5) working days, the Union Grievance Committee may refer grievance to arbitration as hereinafter provided.

- 8.04 The time limits in the grievance procedure may be extended where circumstances so warrant by mutual agreement of the Parties. This shall not be construed to mean that these time limits are mandatory but are in fact merely directory.
- 8.05 The Employer and the Union agree that should a request be made by either party to utilize the services of a Grievance Mediation Officer that the time limits to proceed to arbitration shall be suspended until after the mediation meeting. Should the grievance not be

resolved the time limits to proceed to arbitration shall commence that day after the mediation meeting. Any costs associated with the use of the Mediation Officer's services shall be shared equally by both parties and the selection of the Mediation Officer will be by mutual agreement of the parties.

- 8.06 The Union may initiate a grievance on its own behalf or on behalf of an employee. A grievance on behalf of the Union shall commence at Step 2 whereas a grievance on behalf of an employee shall commence at Step 1. The Employer may file a grievance directly with the Grievance Committee and this would be considered as Step 2 with the roles merely reversed.

Arbitration

- 8.07 If a grievance is referred to arbitration, the Union shall propose three names from the list of approved arbitrators by the Office of Arbitration of the Ontario Ministry of Labour within twenty (20) working days of the conclusion of Step 2. The Employer may accept one of the proposed arbitrators or propose alternates drawn from the same list. If the parties are unable to agree upon such an Arbitrator within ten (10) working days, the Director of the Office of Arbitration shall be requested to make such appointment.
- 8.08 Either party may request a Board of Arbitration in which case Section 44 of the Ontario Labour Relations Act shall be followed providing the Party making the request advises the other Party within ten (10) working days of the completion of Step 2.
- 8.09 The Board of Arbitration, or sole arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement. Each of the Parties shall jointly bear the expenses of the sole arbitrator.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 9.01 An employee who is discharged shall be given a reasonable opportunity to interview their Steward before leaving the Employer's premises. The Employer will provide to the Union a copy of any disciplinary notation given to any employee. The Union will be notified in writing of the discharge of any employee.
- 9.02 (a) An employee who is discharged or suspended may file a grievance at Step 2 of the Grievance Procedure within three (3) working days after such discharge or suspension.
- (b) Where a grievance which is filed under Article 9.02(a) is not settled and duly comes before an Arbitration Board or by mutual consent an Arbitrator, the Arbitration Board or the Arbitrator may take a ruling, subject to this Article and to Articles 8.03 and 8.06 - 8.09;
- (i) confirming the Employer's action;
 - (ii) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the

disposition of their case); or

- (iii) disposing of the grievance in any other manner which may be just and equitable.

9.03 An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee a reasonable time in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

9.04 An employee shall have the right at any time to have access to and review their personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in their personnel record.

9.05 Demotion shall not be used as a disciplinary measure.

ARTICLE 10 - Seniority

Accumulation of Seniority

10.01 (a) All seniority shall be based on date of hire.

- (b) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

Seniority List Posting

10.02 The Employer shall maintain a seniority list showing the name, current classification, date of hire and total hours paid. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on January 1st and July 1st of each year.

Probationary Period

10.03 A newly hired employee shall be on probation only for the first sixty (60) working days of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except the right to grieve discharge, but if deemed necessary, the Union has the right to discuss with Management the lay-off or discharge of any probationary employee. After completion of the probationary period, seniority shall be effective from the original date of employment.

Loss of Seniority and Employment

10.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if they voluntarily quit;
- (b) if they are discharged for any cause and not reinstated through the Grievance Procedure;
- (c) if they fail to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
- (d) if eighteen (18) months have elapsed from the day of lay-off;
- (e) if they are absent from work for more than twenty-four (24) months due to illness or accident, unless extended by mutual agreement;
- (f) if they are absent from work for more than three (3) scheduled working days without notifying the Employer, unless the employee has secured an extension from the Employer;
- (g) if they utilize a leave of absence for purposes other than those for which the leave of absence has been granted.

Job Postings, Transfers & Promotions

10.05 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and if transferred back into the bargaining unit, the time served in such position up to a maximum of two (2) years shall be included in their seniority standing.

Job Posting

10.06 (a) Without restricting the Employer's right to transfer employees as hereinafter provided, when a job classification is created in the bargaining unit or additional employees are required in an existing job classification in the bargaining unit, the Employer will post a notice of the vacancy for a period of five (5) working days in the Central Library. An employee who wishes to be considered for the position so posted shall signify their desire by making formal application to the Director or their designate in accordance with the provisions of the posting. In the event the

Employer decides to postpone or not fill the vacancy, the Employer will meet with the Union within five (5) days to discuss that intention with the Union. Appointments from within the bargaining unit shall be made as soon as possible. The job shall be filled within one (1) week of appointment.

- (b) The notice will specify the nature of the position, qualifications, required knowledge and skills, hours and days of work and rate of pay.
- (c) If a potential applicant for any vacancy is on leave, their application shall be considered in accordance with Article 10.07 if submitted within three (3) days after the posted deadline.
- (d) If no qualified applications are received by the deadline date outlined in the job posting, the employer may start proceedings to secure applications from outside sources.

Job Transfer and Appointment

10.07 Both parties recognize:

- 1) the principle of promotion within the service of Employer
- 2) that job opportunity should increase in proportion to length of service

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 10.06. Appointments from within the bargaining unit shall be made as soon as practical. The job shall be filled within one (1) week of appointment.

10.08 Should the successful applicant be unsatisfactory within one hundred and twenty (120) days worked they may apply to be or be required by the Employer to be returned to their former job. The vacancy may then be filled by the Employer without further posting, however, the Employer will consider amongst all those employees considered for such vacancy, the remaining original applicants.

Lay-off

10.09 (a) A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement unless Article 5 comes into effect.

- (b) All regular employees shall receive twenty (20) days notice of Lay-off.

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Employees shall be recalled in the order of their seniority. New employees shall not be hired until those laid off have been given an opportunity of recall.

- (c) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 11 - BULLETIN BOARDS AND CORRESPONDENCE

11.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer.

11.02 All correspondence between the parties, except where specifically provided to the contrary arising out of this Agreement or incidental thereto, shall be addressed as follows:

To the Employer: Chief Librarian
Thorold Public Library Board
14 Ormond Street North
Thorold, Ontario
L2V 1Y8

To the Union: By email to the President, Secretary, Unit Chair and to the aforementioned:

CUPE Niagara Area Office
110 A Hannover Drive, Suite 101
St. Catharines, Ontario
L2W 1A4

Or another address when the Employer has been informed in writing of any change.

With an email and written copy to the CUPE National Representative

11.03 A copy of the minutes of the Library Board meetings shall be mailed to the Secretary of the Union.

11.04 The Employer shall provide all correspondence (job posting, resignations, retirements etc.) to the Union as they occur.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

Regular

12.01 The following provisions define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

12.02 The normal hours of work shall be as follows:

- (a) Full-time Staff 35 hours per week and Part-time Staff up to 35 hours per week worked in 5 days Monday through Thursday, normally between the hours of 9:30 a.m. and 8:00 p.m. and Friday and Saturday normally between the hours of 9:30 a.m. and 5:00 p.m. (This will be extended to 9:00 p.m. if the Library Board extends opening hours to 9:00 p.m.). Work schedules may require two evenings until 8:00 p.m. per week, but no more unless mutually agreed between the parties and work on alternate Saturdays unless mutually agreed between the Parties. Full-time employees and part-time scheduled employees should be limited to Monday to

Friday whenever possible. There shall be no shifts split by more than one (1) hour meal break.

- (b) All work schedules shall be posted at least two (2) weeks in advance.

Overtime

12.03 All time worked before or after the standard work day or standard work week or on a paid holiday shall be considered overtime. All overtime shall be paid for at the rate of time and one-half for all hours worked.

A standard work day will be defined as seven (7) hours and a standard work week will be defined as thirty-five (35) hours. All overtime will first be approved by the Chief Librarian or their designate.

12.04 An employee shall not be required to lay-off during regular hours to equalize any overtime worked. Instead of payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreeable to the employee and the Employer.

Minimum Call-in Pay

12.05 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at regular rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called in for is completed, the employee shall be allowed to leave.

Rest Periods

12.06 Employees shall receive a fifteen (15) minute rest period for each 4 hours of a shift and an unpaid 30 minute lunch break for a full shift.

ARTICLE 13 - Paid Holidays

List of Holidays

13.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One Floating Holiday in lieu of Remembrance Day
Civic Holiday	Heritage Day when declared
National Day for Truth and Reconciliation	

and any other day declared or proclaimed as an annual statutory holiday by the Federal or Provincial Government.

New Year's Eve Day, the Library shall close at 1:00 p.m.

The date of the Floating Holiday shall be selected by mutual agreement between the employee and the Employer.

Holiday Falling on a Weekend or Day Off

13.02 When any of the said holidays fall on a Saturday, Sunday, or the employee's regular scheduled day off, the employee shall have the choice of requesting an alternative day off with pay or an additional day's pay. An alternative day off with pay shall be taken at a time mutually agreed upon between the employee and their Department Head.

Scheduled Work on a Paid Holiday

13.03 An employee required/requested to work on the day on which a holiday is observed shall be paid for all hours worked on the holiday at one and one-half times their regular straight time rate in addition to any holiday pay to which they may be entitled.

ARTICLE 14 - Vacations

Vacation Entitlement

14.01 Employees shall be entitled to vacations based upon the following table of entitlement at the appropriate percentage of gross earnings of the year from July 1st of the previous year to the current June 30th or at normal weekly pay times the weeks of entitlement at the employee's regular rate as of June 30th, whichever is the greater.

Employees shall receive vacations and vacation pay on the following basis:

<u>Years of Service by January 1st</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Up to 1 yr.	1 day per month of service (max. ten (10) days)	4%
1 yr. but less than 3	2 weeks	4%
3 yrs. but less than 9	3 weeks	6%
9 yrs. but less than 16	4 weeks	8%
16 yrs. but less than 25	5 weeks	10%
25 yrs. or more	6 weeks	12%

Banked Vacation

14.02 With written permission an employee entitled to three weeks vacation or more shall be entitled to bank up to a maximum of five (5) working days annual vacation. Such permission not to be denied without reason. The banked vacation must be taken within the following year.

Holiday Falling During Vacation

14.03 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay or wages in lieu of as mutually agreed by the employee and the Employer.

Seniority

14.04 Vacation request shall be granted by seniority in case of conflict in vacation dates requested.

Vacation Pay and Schedule

- 14.05 (a) Vacation pay for each week of vacation shall be at the rate of two percent (2%) of gross annual earnings or current annual rate, whichever is greater.
- (b) Vacation cheques will be made available in advance of the employee's vacation period on request being made two (2) weeks prior to the start of that employee's vacation period.
- (c) The vacation period shall be from January 1st to December 31st unless otherwise requested by the employee and subject to the discretion of the Chief Librarian or their representative.
- (i) By February 1st, the Board shall post a list and the employees shall indicate by April 15th the vacation period they wish. The Chief Librarian shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as they consider consistent with the efficient functioning of the department;
- (ii) The Chief Librarian shall post a list of the vacation periods by May 1st. After May 15th, the Chief Librarian or the employee shall not alter the vacation periods unless by mutual consent.

Request for Reinstatement

- (d) Where an employee qualifies for sick leave requiring hospitalization, or bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation displaced shall either be added to the vacation period or be reinstated for use at a later date mutually agreed upon.
- 14.06 In the event that an employee becomes entitled to additional vacation through seniority during the vacation year, such additional entitlement shall be on a pro rata basis of the number of months in the year after the anniversary date to the end of the year.

ARTICLE 15 - Sick Leave

Definition

15.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of illness, quarantined because of exposure to contagious disease or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

Credits and Accumulation

15.02 (a) All employees will be credited with 20 sick leave days per year and this shall be earned at the rate of 1 2/3 days per month for every month an employee is employed.

(b) The unused portion of a full-time employee's sick leave shall accrue for their future benefits up to a maximum of eighty five (85) days.

The unused portion of a new full-time and all part-time employee's sick leave shall accrue for their future benefits up to a maximum of eighty five (85) days, except casuals and pages.

(c) As soon as practical after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

15.03 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave.

Medical Certificate

15.04 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive scheduled working days, certifying that they were unable to carry out their duty due to illness. The Employer shall be responsible for the cost of the medical certificate, if required. It is understood that a current and valid receipt shall be provided for such medical certificate.

Family Leave

15.05 In any calendar year, a maximum of five (5) days may be deducted from accumulated sick leave credits for emergency matters in connection with serious illness of a member of the employee's immediate family, subject to approval of the Chief Librarian. For the purposes of this article, the immediate family shall be defined as spouse, common law partner, son, daughter, mother or father, brother, sister, mother/father-in-law, grandparents and step-children. It is understood the use of these days form part of the Family Emergency Leave entitlement under the Employment Standards Act, 2000.

ARTICLE 16 - LEAVE OF ABSENCE

Union Leave

- 16.01 (a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or conferences shall be allowed leave of absence without pay and benefits. Two weeks notice shall be provided to the Employer.
- (b) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during their term of office. Two weeks notice shall be provided to the Employer.
- (c) An employee shall receive pay and benefits provided for in this Agreement when on unpaid leave of absence for union work, conferences or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

Public Office

- 16.02 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence without pay or benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their terms of office.

Bereavement

- 16.03 (a) An employee will be granted up to five (5) consecutive scheduled working days leave of absence with pay on the death of a spouse, son, daughter, father, mother, father-in-law, mother-in-law, common-law mother, common-law father, brother, sister, grandparents and grandchildren, common-law partner and stepchildren, such period not to exceed seven (7) calendar days.
- An employee will be granted up to three (3) consecutive scheduled working days leave of absence with pay on the death of a brother-in-law, sister-in-law, son-in-law and daughter-in-law, aunt, uncle, niece and nephew, such period not to exceed seven (7) calendar days.
- (b) An employee upon the death of a spouse, son, daughter, father, mother, father-in-law, mother-in-law, common-law mother, common-law father, brother, sister, grandparents, grandchildren, common-law partner, step-children, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew and must travel 500 km round trip out of town to attend the funeral will be granted an additional one (1) day leave of absence with pay.
- (c) Where the rites are to take place outside the initial period of bereavement, the

employee may save up to two (2) days to attend the service.

Pregnancy and Parental Leave

- 16.04 (a) Pregnancy and Parental Leave shall be in accordance with the Ontario Employment Standards Act. The Employer will supply each employee with a copy of "A Guide to the Employment Standards Act" and any updates to such.
- (b) An employee who:
- i) Has been employed with the Thorold Public Library as a regular full time employee for a minimum of ten (10) consecutive months, and
 - ii) Has provided the Employer with proof that the employee has applied for and is eligible for EI maternity benefits, and
 - iii) Has a minimum of three (3) months earnings in the previous twelve (12) months from the Thorold Public Library, shall be paid a Pregnancy Allowance as follows:
 - 1) The difference between the employee's EI Pregnancy Benefits and seventy-five (75%) of the employee's regular net weekly earnings other than shift premiums or bonus at the time of the leave, to a maximum of fifteen weeks (15), or
 - 2) The difference of the sum of the employee's regular weekly EI Benefits plus other earnings and ninety-five percent (95%) of the employee's weekly net earnings to a maximum of \$150.00/week, to a maximum of fifteen (15) weeks.

Jury Duty

16.05 An employee who is called for jury duty or as a witness in any judicial proceeding as the result of their duties with the Employer, or a witness as a result of civic duties, shall be granted time off to fulfil those duties as required by law. Such an employee shall be paid their regular rate of pay and shall turn over to the Employer any fees paid to them for that duty, excluding any monies received for travel or meal allowances.

Personal Without Pay

16.06 An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES

Regular

17.01 (a) The Employer shall pay wages as outlined in Schedule C-1 of the Pay Equity Plan

between the Corporation of the City of Thorold and the Thorold Public Library Board and the Canadian Union of Public Employees, Local 2220 (Thorold Public Library Unit) posted on July 18, 1991.

- (b) In order to achieve pay equity as of January 1, 1994, any wage amendments to this collective agreement will be in accordance with whatever amendments are agreed upon between the Corporation of the City of Thorold and CUPE and its Local 151 during their negotiations for renewal of the 1990-1991 Collective Agreement and subsequent renewals of such agreement.
- (c) The Employer shall pay salaries and wages weekly or as per City of Thorold and CUPE Local 151 Collective Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Employer shall not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this agreement.

17.02 Employees shall receive equal pay for work of equal value, regardless of sex.

Temporary Transfers

- 17.03 (a) When an employee temporarily relieves in, or performs, the principal duties of a higher classification position for which a salary range has been established, they shall receive the start rate on the first hour of the assignment provided that such assignment is three (3) consecutive hours worked in duration.

When a higher position outside the bargaining unit is filled on a temporary basis, the employee shall receive the start rate of the new position. The criteria for promotion shall apply in this instance. The employee shall be deemed to be covered by this collective agreement during the period of temporary position.

When an employee on filling a position on a temporary basis is appointed permanently to such position, the effective date of promotion shall be from when the position was first filled on a temporary basis.

- (b) When an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, their rate shall not be reduced.

Tuition Fees

17.04 Upon approval of the Board and submission in writing prior to the beginning of a course, the Board may reimburse up to one hundred percent (100%) of the tuition fees for a course that is directly related to an employee's present position.

ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION

Job Descriptions

18.01 The Employer shall draw up job descriptions for positions and classifications for which the

Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objections within thirty (30) days, subject to the Grievance Procedure.

Reclassification

18.02 Following the introduction of Job Descriptions, if the duties, volume of work or hours of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, the rate of pay shall be subject to negotiations with the Personnel Committee. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the negotiations with the Personnel Committee shall be considered as Step 3 of the Grievance Procedure and such dispute shall be submitted to Arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

Subject to Grievance

18.03 If a new position is established by the Employer, the Employer and the Union shall meet to discuss such positions. If agreement is not reached, these meetings shall be considered as Step 3 of the Grievance Procedure and such dispute shall be submitted to Arbitration. Any rate established shall be retroactive to when the position was first filled.

ARTICLE 19 - EMPLOYEE BENEFIT PLANS

General Insurance Program

19.01 The Employer shall provide the following General Insurance Programs for all employees regularly employed for twenty-four (24) hours per week or more:

- A) Green Shield Prepaid Services Inc. Semi-Private Hospitalization
- B) Life Insurance and Accidental Death and Dismemberment
 - (i) For active employees, two (2) times salary to next \$1,000.00 life insurance and AD & D coverage.
 - (ii) For active employees over 65 years of age; will be provided \$8000.00 life insurance and AD & D coverage.
 - (iii) For those employees who retire under Article 20.02; will be provided \$8000.00 Life Insurance only and excluded AD & D coverage.
 - (iv) For those employees who elect to retire at age 65 and have 10 years of continuous employment with the Corporation will be provided \$8000.00 Life Insurance only and excludes AD & D coverage.
- C) Green Shield Prepaid Services Inc., Extended Health Care and Drug Plan - \$20/\$40 deductible.

- D) Eyeglasses - \$400.00 (four hundred dollars) every twenty-four months.
- This benefit may be applied to laser eye surgery.
- Vision Examination - \$75.00 (seventy-five dollars) every twenty-four months.
- Hearing Aids - \$700.00 (seven hundred dollars) every thirty-six months
- Effective January 1, 2006, \$600.00 (six hundred dollars) every three years.
- E) Dental Plan presently underwritten by Green Shield Prepaid Services Inc., to be continued with:
- Effective May 1, 2003 maintain a one (1) year lag on O.D.A. schedule.
- The employer will provide a benefit, which will cover Orthodontic Services, Crowning, Capping and Dentures. This benefit will be 50%/50% co-insured to a maximum of \$1,500.00 lifetime per person.
- Effective January 1, 2017 the Employer will provide a benefit which will cover Orthodontic Services, Crowning, Capping, Implants and Dentures. This benefit will be 50%/50% co-insured to a maximum of \$2,000.00 lifetime per person.
- F) Chiropractic coverage effective January 1, 2006, first dollar coverage to a maximum of \$250.00 (two hundred and fifty dollars) per year.
- G) Massage therapy \$300.00 (three hundred dollars) maximum per year (no per visit cap).
- H) A Long Term Disability Plan to provide 75% of normal gross monthly earnings to a maximum of \$5,500.00 until age 65, plan to be "own occupation first two years coverage", to be effective after seventeen (17) weeks of disability or expiry of sick leave credits, whichever is the later. Premiums for L.T.D. to be shared 75% by Employer, 25% by Employee. Usual provisions of W.S.I.B., C.P.P., and O.M.E.R.S. to be applicable.

Employer Contribution

- 19.02 (a) The Employer will contribute one hundred percent (100%) of the premium costs for the General Insurance Program with the exception of H) which shall be shared 75% by the Employer and 25% by the Employee as set out in Article 19.01.
- (b) Coverage of Plans set out in Article 19.01 shall be subject to the rules of the carriers.
- (c) Limitations on Employer's Contributions
- (i) Worker's Compensation Disability - for a period not in excess of two (2) years;
- (ii) Authorized Leave of Absence without pay - not in excess of one (1) month;

- (iii) Absence due to illness - for a duration of paid sick leave or a period of two (2) years, whichever is the greater;
 - (iv) Coverage upon lay-off or termination - an employee laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which such employee is laid off or terminated, however, where a lay-off is of a temporary nature, the person laid off may continue the program by paying the total cost to the Employer by the 15th of each month.
 - (v) Change of Status - Responsibility - Employees are responsible for promptly informing the Personnel Department on the appropriate form of any change in their eligibility or that of their dependents for coverage under any of the Plans in this Article 19, and any existing premiums paid on behalf of the employee shall be recoverable from the employee in the event such employee neglects to so inform the Employer. The Employer agrees to indemnify the employees against any failure on the part of the Employer to act on the notice received.
- (d) Employer's Right to Select Carrier

The Employer shall have the right to determine the insurance carrier of any of the fringe benefits under the General Insurance Plan, assuming equal coverage is provided. For further certainty, in this section, coverage includes both entitlement to benefits and costs to the employee. In the event of an increased cost to an employee, the Employer agrees to pay one hundred percent (100%) of the difference between coverage under the policy in effect on January 1, 1987 and any new policy.

Relation to City of Thorold

19.03 The above Articles 19.01 and 19.02 shall be amended in accordance with whatever amendments are agreed upon between the Corporation of the City of Thorold and CUPE and its Local 151 during their negotiations for renewal of the Collective Agreement and subsequent renewals of such agreement.

ARTICLE 20 – PENSION PLAN

- 20.01 The Employer will continue its contribution to the present pension plan (OMERS) as required by Provincial Legislation.
- 20.02 (a) For eligible employees who retire after January 1, 2016, but before January 1, 2020 the Employer will pay its share of premium costs of the General Insurance Program on behalf of all employees who retire early as recognized by OMERS. This is to include items covered in Article 19.01 (a), (b), (d), (e), (f) and (h) to age 65. Article 19.01 (c) has a lifetime benefit maximum of \$20,000. Limitation of coverage to age 65 for all benefits under 19.01 except as defined in article 19.01 (b).

Article 20.02 shall only apply to those Employees who have been in the employment of the Employer for a minimum of ten (10) years.

(b) For eligible employees who retire after January 1, 2020 the Employer will pay its share of the premium costs of the General Insurance Program on behalf of all employees who:

- (i) have been continuously employed by the Employer for a minimum of ten (10) years; and
- (ii) elect to retire early as recognized by OMERS.

Benefits coverage for early retirees under the General Insurance Program shall continue to age 65 and shall be limited to the benefits under Articles 19.01 (a), (b), (c) (subject to a lifetime maximum of \$50,000.00), (d), (e), (f) and (h) without further right or entitlement. For these purposes, retirement shall mean that the employee has:

- (i) determined a specific date of retirement immediately following the date of their last paid date with the Employer;
- (ii) advised management (in writing) of the intent to retire (in accordance with Article 20.03 below);
- (iii) formally requested the Employer to complete and submit a pension application to OMERS; and
- (iv) then receives OMERS pension effective immediately following the date of their paid date with the Employer.

20.03 It is agreed that the first day of retirement shall be the first day of the month following the month an employee retires and resigns their employment, at which time seniority will cease.

It is understood that once an employee has determined a date of retirement, they are responsible to advise the Chief Librarian in writing of their intent to retire and specify the retirement date. The employee will provide written notice of retirement within three (3) months of the retirement and no later than thirty (30) before the date of retirement as a reasonable period to process the retirement and to ensure refilling the position as may be required by the Library Board.

ARTICLE 21 - TECHNOLOGICAL AND OTHER CHANGES

Definition

21.01 For the purpose of this agreement the term "major technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations or services where such change or changes affects the terms and conditions or security of employment of members of the bargaining unit or alters the basis on which this agreement was negotiated.

Advance Notice of Technological Changes

21.02 (a) Whenever the Employer is considering the introduction of a major technological change, the Employer agrees to notify the Union five (5) months in advance of any such changes and to update the information provided as new developments arise

and modifications are made.

- (b) The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:
 - (i) the nature of the change;
 - (ii) the approximate date on which the Employer proposes to effect the change;
 - (iii) the approximate number, type and location of employees likely to be affected by the change;
 - (iv) the effects the change may be expected to have on the employees' working conditions and terms of employment; and
 - (v) all other pertinent data relating to the anticipated effects on employees.

Retraining

21.03 In the event that major technological or organizational change requires special training, the Employer shall provide such training as is necessary with no loss of pay or benefits to the employee with such training costs to be up to a maximum of \$5,000.00 per employee per year.

Employee Displacement

- 21.04 (a) Where the introduction of technological change will displace or result in the lay-off of any employee, the Employer shall notify the Union of its intention to implement such technological change and will discuss its implications with the Union before implementing such change or changes.
- (b) Any further decision or action of Employer will be in accordance with Article 5.

ARTICLE 22 - NO STRIKE OR LOCKOUT

22.01 The Union agrees that so long as this Agreement continues to operate there will be no strike or other collective action which will interfere with the Employer's operations and the Employer agrees there will be no lock-out. The definition of the words "strike" and "lock-out" shall be those set forth in the Labour Relations Act, R.S.O. 1990 and amendments thereto.

22.02 An employee covered by this Agreement shall have the right to refuse to do work of striking or locked out employees.

ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS

23.01 All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

It is understood that this article 23.01 only pertains to the statutory freeze provisions as set out in S.86 of the Ontario Labour Relations Act.

23.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

ARTICLE 24 – JOINT JOB EVALUATION

24.01 Joint Job Evaluation

Effective January 19, 2017, the Parties agree that the Manual of Procedures as outlined in Appendix A of this Agreement supersedes any and all Joint Job Evaluation agreements or understanding between the parties and forms part of the current Collective Agreement.

ARTICLE 25 - General

25.01 Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement will be effective from January 1st, 2022 until December 31st, 2024 and from year to year thereafter unless either party gives notice in writing, not more than ninety (90) days nor less than sixty (60) days prior to the expiration date in any year, of their desire to amend same.

26.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

26.03 Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

Dated at Thorold, Ontario this 29th day of February 2024.

THE THOROLD PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 2220, THOROLD PUBLIC LIBRARY
UNIT

Joanne DeQuadros
Joanne DeQuadros (Mar 8, 2024 15:18 EST)

S. Eulis

Tony Vandermaas
Tony Vandermaas (Feb 29, 2024 12:11 EST)

Marie Cantwell
Marie Cantwell (Feb 29, 2024 10:29 EST)

Leonard Ferry
Leonard Ferry (Mar 11, 2024 10:41 EDT)

Marie Cantwell

SCHEDULE "A" – WAGE RATES AND CLASSIFICATIONS

EFFECTIVE JANUARY 1 ST , 2022 (2.9%)		
LEVEL	CLASSIFICATION	STEP 1
1	Public Services Assistant	24.58
5	Public Services Clerk	25.74
6	Library Programmer	25.74
9	Library Technician	27.66
11	Secretary/Bookkeeper	28.98
EFFECTIVE JANUARY 1 ST , 2023 (2.9%)		
LEVEL	CLASSIFICATION	STEP 1
1	Public Services Assistant	25.29
5	Public Services Clerk	26.49
6	Library Programmer	26.49
9	Library Technician	28.46
11	Secretary/Bookkeeper	29.82
EFFECTIVE JANUARY 1 ST , 2024 (2.9%)		
LEVEL	CLASSIFICATION	STEP 1
1	Public Services Assistant	26.02
5	Public Services Clerk	27.26
6	Library Programmer	27.26
9	Library Technician	29.29
11	Secretary/Bookkeeper	30.68

SCHEDULE "A" - WAGE RATES AND CLASSIFICATIONS – PAGE

EFFECTIVE JANUARY 1 ST , 2022 (2.9%)		
POSITION	LEVEL	START
Page	0	15.02
EFFECTIVE JANUARY 1 ST , 2023 (2.9%)		
POSITION	LEVEL	START
Page	0	15.52
EFFECTIVE JANUARY 1 ST , 2024 (2.9%)		
POSITION	LEVEL	START
Page	0	17.03

LETTER OF UNDERSTANDING – RE: ARTICLE 15.02

Between

THE THOROLD PUBLIC LIBRARY BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

The Thorold Public Library Board agrees that paragraph 15.02 of this agreement shall be interpreted so as to provide pro-rata sick leave credits to part-time employees who are regularly scheduled to work set hours regardless of the number of such regularly scheduled set hours per week. Such interpretation will apply on ratification of this Agreement

Dated at Thorold, Ontario this 29th day of February 2024.

THE THOROLD PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 2220, THOROLD PUBLIC LIBRARY UNIT

Joanne DeSquadros
Joanne DeSquadros (Mar 8, 2024 15:18 EST)

S. Cullen

Tony Vandermaas
Tony Vandermaas (Feb 29, 2024 12:11 EST)

Frances Cocher
Frances Cocher (Feb 29, 2024 12:59 EST)

Leonard Ferry
Leonard Ferry (Mar 11, 2024 10:49 EDT)

Maie Cantwell

LETTER OF UNDERSTANDING – RE: COMMITTEE

Between

THE THOROLD PUBLIC LIBRARY BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2220

Re: Forming a committee to explore the feasibility of negotiating a short term/long term disability plan to replace the current sick leave plan

The parties agree that within 90 days following ratification of the current Collective Agreement they will establish a working committee with a mandate to explore the feasibility of negotiating a short term/long term disability plan to replace the current sick leave plan.

Any changes proposed by the committee would need to be ratified by the parties. The committee shall be comprised of equal representation from both parties and members shall be selected by the respective parties.

Union members shall be deemed to be at work while working on the committee to the extent they shall suffer no loss in wages.

The committee shall have access to outside assistance of their choosing.

Dated at Thorold, Ontario this 29th day of February 2024.

THE THOROLD PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 2220, THOROLD PUBLIC LIBRARY UNIT

Joanne DeQuadros
Joanne DeQuadros (Mar 8, 2014 to 2015)

B. G. G. G.

Tony Vandermaas
Tony Vandermaas (2010 to 2012)

[Signature]
President, CUPE 2220 (2010 to 2012)

Leonard Ferry
Leonard Ferry (2012 to 2013)

Maura Cantwell