

**COLLECTIVE AGREEMENT**

**between**

**THE PETERBOROUGH PUBLIC LIBRARY BOARD**

**(hereinafter called "The Employer")**

**PARTY OF THE FIRST PART**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1833**

**PARTY OF THE SECOND PART**

**(hereinafter called "The Union")**

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COLLECTIVE AGREEMENT MADE THIS 1st DAY OF JANUARY, 2010.

B E T W E E N:

THE PETERBOROUGH PUBLIC LIBRARY BOARD

hereinafter called "The Employer"  
Party of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1833

hereinafter called "the Union"  
Party of the Second Part

#### ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Collective Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations, and
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

#### ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this Collective Agreement are not used, and provided that a claim of discriminatory promotion or demotion, or a claim that an employee had been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provision of Article 8 of this Collective Agreement.

2.02 The Union further recognizes the legal right of the Employer to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Employer. The Employer also has the right, and the Union recognizes it, to make and alter from time to

time the rules and regulations to be observed by the employees, such rules and regulations shall not be contrary to the provisions of this Collective Agreement.

2.03 Rights Not Specifically Mentioned

Any rights of the Employer or the Union which are not specifically mentioned in this Collective Agreement and which are not contrary to its intention shall continue in full force and effect for the duration of this Collective Agreement.

2.04 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present employees of employment, except through just cause or as otherwise provided by this Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes The Canadian Union of Public Employees and its Local 1833 as the sole and exclusive collective bargaining agent for all employees save and except Manager, Head Librarian/Systems Administrator, Administrative Assistant, and persons above the rank of Manager, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, paid or unpaid, which are included in the bargaining unit, except in cases mutually agreed upon by the parties. This article shall not apply so as to prevent the Manager, Head Librarian/Systems Administrator, or Administrative Assistant from periodically doing work on jobs included in the bargaining unit to meet emergency situations.

3.03 Volunteers

Volunteers may be used to enhance the services provided by the Library but they shall not be used to replace or reduce the hours of work of a bargaining unit employee.

3.04 No Other Agreements

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

3.05 Resolutions and Reports of the Employer

Any report or recommendations to be presented in open Council sessions, dealing with matters pertaining to the Collective Agreement shall be communicated by the Employer to the Union when available to the public.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national or ethnic origin, ancestry, political or religious affiliation, sex, sexual orientation, family or marital status, place of residence, citizenship, record of offenses, handicap, or by reason of membership or activity in the Union.

4.02 Respect and Dignity

The parties recognize that all employees, whether full or part-time, casual or students, are expected to perform their duties with integrity, honesty and impartiality and to conduct themselves at all times in a manner that recognizes the dignity and respects the rights of others. All employees are expected to be professional and polite in all communications with every member of the public as well as those persons with whom they work.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 It shall be a condition of continuing employment that all present and future employees of the Library shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

5.02 Deductions

The Employer shall deduct from employees covered by this Collective Agreement, the appropriate assessment for Union Dues as determined by the Union and owing by the employee to the Union, each pay day, and forward the monies so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of employees added or deleted during that period who are subject to the payment of Union dues as specified in this agreement.

## ARTICLE 6 - THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES

### 6.01 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the Articles dealing with union security and dues check-off.

### 6.02 Copies of Collective Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the union steward or representative. The Steward or representative will provide the employee with a copy of the Collective Agreement.

### 6.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Employer and the President of the Union.

### 7.02 Union Negotiating Committee

The Employer and representatives of the Union Negotiating Committee shall meet at the request of either party to consider any matter of mutual interest.

7.03 The actual number of members of the Union Negotiating Committee shall be mutually agreed upon between the Employer and the Union, but in no case shall the number representing the Union exceed four (4).

7.04 All executive members of the Union or any person serving on any Committee for the Union shall be paid for such hours as required to meet with the Employer. Part-time employees who are elected to represent the Union who are not scheduled to work on a day where they are required to meet with the Employer, shall be paid their normal regular hourly rate for all hours spent with the Employer. Service and seniority shall also accrue for part-time employees on said day(s). Full-time employees who are not scheduled to work on a day where they are required to meet with the Employer shall receive time in lieu.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.01 Definition of a Grievance

For purposes of this Collective Agreement, a grievance is defined as a violation of an article or provision of the Collective Agreement, related to the interpretation, application, administration or alleged violation of the agreement, including any question as whether a matter is arbitrable.

### 8.02 Working Days Defined

For the purposes of the grievance and arbitration process working days are defined as Monday through Friday excluding weekends and statutory holidays.

The parties to this Collective Agreement are agreed, that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

### 8.03 No grievance shall be considered:

- (a) when the circumstances giving rise to it occurred or originated more than fifteen (15) working days before the filing of the grievance; or,
- (b) where more than fifteen (15) working days have elapsed since the grievor became aware of, or ought reasonably to have become aware of, the circumstances or incident(s) giving rise to the grievance.

### 8.04 Grievances shall be adjusted and settled as follows:

#### Step No. 1:

The aggrieved employee and the Union shall present the grievance orally or in writing on a form supplied by the Union to the Manager. The employee shall have the assistance of the Steward or one member of the Grievance Committee if so desired. If a settlement, satisfactory to the Union is not reached within five (5) working days, (or any other period of time, which may be mutually agreed upon) the grievance may be presented as follows at any time within five (5) working days thereafter.

#### Step No. 2:

If the Union considers that a satisfactory settlement was not reached in Step No. 1, the Union may within five (5) working days of receipt of Step No. 1 reply requesting a hearing by a committee of the Board within fifteen (15) working days. The Employer shall render a decision within five (5) working days of the hearing.

### 8.05 If the decision of the Employer is not satisfactory to the Union, and if the grievance is one which concerns the interpretation or alleged violation of this Collective Agreement, the grievance may be referred by either party to arbitration as provided in Article 9 below at any time within ten (10) days after the decision of the Board has been communicated to the aggrieved employee or to the Union.



8.06 Policy Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of a group of employees or when a dispute involving a question of general application or interpretation occurs. Such a grievance shall commence at Step No. 2.

8.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee in the manner provided in the grievance procedure. Such a grievance shall commence at Step No. 2.

8.08 Employer May Institute Grievances

The Employer may similarly file a policy grievance against the Union. Any such grievance may be filed with the President, Secretary or a Steward of the Union within and not after fifteen (15) working days from the date of the incident giving rise to the grievance. The Union will give its answer to such grievance in writing within five (5) working days of the date the written grievance was filed with it. If the Employer is not satisfied with such answer, the grievance may then be referred to arbitration by the Employer under Article 9.

8.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

8.11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

8.12 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration provided that any delay has not been unreasonable.

8.13 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed to be just and equitable.

## ARTICLE 9 - ARBITRATION

### 9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Collective Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

### 9.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Ministry of Labour - Office of Arbitration upon request of either party.

### 9.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision.

### 9.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

### 9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

### 9.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half of the fees and expenses of the Chairperson.

9.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by the written consent of the parties. Subject to 8.11, the time limits in the grievance and arbitration procedure are not mandatory but directory.

9.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances, arbitration, or any other matter, excepting accident matters, that could be detrimental to employees or to the Union. This exclusion does not apply to notes, records, letters, reports, etc. which are prepared by supervisors in the bargaining unit while in the course of their duties as supervisors. It is agreed that any such documentation must first be drawn to the attention of the employee concerned, such that a written response may be prepared, if desired, and any such written response shall be appended to the documentation in question before the materials are placed in the individual's file. All reasonable arrangements will be made to permit the conferring parties or the nominee(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed the probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed:

10.02 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

10.03 Warnings

Whenever the Employer or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

#### 10.04 Crossing of Picket Lines During Strike

While the Collective Agreement is in effect an employee covered by this Collective Agreement shall have the right to refuse to cross a picket line arising out of legal labour disputes. Failure to cross such a legal picket line by a member of this Union shall not be considered a violation of this Collective Agreement, nor shall it be grounds for disciplinary action, other than the withholding of salary and benefits for the non-performance of assigned duties.

#### 10.05 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

When management personnel intend to interview an employee for disciplinary purposes, the manager/supervisor will notify the Union in advance in order that a Union representative may be present at the interview, upon the request of the employee.

An employee may request that a Union representative be present in a disciplinary meeting with management.

A union steward may discuss a complaint with an employee without loss of pay during his/her regular shift, provided that permission from the Manager or Head Librarian is obtained prior to the meeting. Such permission is not to be unreasonably withheld provided the time is kept to a minimum.

The records of employees shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that no other complaints, reprimands, warnings, or other forms of discipline of a similar or related nature have been imposed over that period.

### ARTICLE 11 - SENIORITY

#### 11.01 Seniority Defined

Seniority is defined as length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis. Seniority shall apply to full-time and part-time employees only.

Should a temporary employee be hired as a permanent employee, without an interruption in service, the employee shall be credited with seniority from the most recent date of temporary hire and his or her seniority shall be determined accordingly. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoff and recall.

#### 11.02 Seniority Lists

Separate seniority lists are maintained for permanent full- and part-time employees. Full-time seniority reflects seniority date in the bargaining unit, while part-time seniority is calculated in hours paid. Employees moving from full-time to part-time or vice versa will have their seniority calculated accordingly. The lists shall be revised March 1<sup>st</sup> and August 1<sup>st</sup> with a copy to the Union and posted on bulletin boards.

#### 11.03 Part-Time Employees

Part-time employees shall accumulate seniority and service on the basis of one (1) year for each eighteen hundred and twenty (1820) hours paid.

#### 11.04 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits pertaining to this Collective Agreement except for the right to grieve on discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 11.05 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose seniority in the event the employee:

- (a) is discharged for just cause and not reinstated,
- (b) resigns in writing,
- (c) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible,
- (d) fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the current address.
- (e) is laid off for a period of longer than two (2) years,
- (f) has not worked for the Employer within the immediately preceding two (2) years, exclusive of any time away from active duty while on leave or other authorized absence.

#### 11.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside this bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain the seniority accumulated up to the date of leaving the unit, for a period not exceeding twenty-four (24) months, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, within twenty-four (24) months, the employee shall be placed in a job consistent with seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

During this period of leave, the employee will continue to pay union dues based on the rate of pay in the new position. The Employer will continue the current practice of posting non-union positions for consideration of all employees in the Corporation. However, neither such postings nor the selection of the candidate shall be grievable by the Union or its members.

During the period of leave, if the position is replaced with an employee who does not have entitlement to full-time benefits, said employee shall be immediately entitled to said benefits (i.e. No eligibility wait period) as provided to all permanent full-time employees within the Collective Agreement.

#### 11.07 Seniority for CUPE 126

Employees covered under the Collective Agreement between the Employer and CUPE Local 126 entering into this Collective Agreement through the job posting provisions shall upon completion of the trial period, be credited with full seniority and service previously earned under the C.U.P.E. Local 126 Collective Agreement for all purposes under this Collective Agreement. Seniority for employees entering this collective agreement shall be calculated in accordance with the following:

- (a) For a part-time employee, on the basis of one year equals 1820 hours.
- (b) For a full-time employee, based on his/her seniority date in the CUPE 126.

#### 11.08 Breaking Seniority Date Ties

- (a) In order to determine seniority in the case of a tie, the seniority priority order will be established by a coin toss, at the time the tie is identified. A member of the Union executive shall toss the coin.
- (b) Where a tie results from an employee transferring into the bargaining unit the earlier seniority date shall be awarded to the current Local 1833 member.

### ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

#### 12.01 Vacancy

When a vacancy occurs or a new position is created the Employer shall notify the Union in writing and post notice of the position in the employee staff room(s) and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position.

If for some reason a vacancy is not posted immediately, the Union will be advised in writing of the reason for the delay and the length of the anticipated delay, such delay shall not normally exceed four (4) work weeks.

#### 12.02 Posting of Vacancies

Notice of a vacancy described in Article 12.01, shall be posted within ten (10) working days, in all departments for a minimum period of seven (7) calendar days.

#### 12.03 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

#### 12.04 Role of Seniority in Promotions and Transfers

Where the ability and qualifications of competing candidates are relatively equal, seniority shall govern. Selections shall be made in a fair, impartial and consistent manner.

The appointment shall be based on the following factors:

- (a) ability and qualifications to fill the vacancy, and
- (b) seniority.

Both parties recognize:

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

#### 12.05 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the expiration of the one (1) week period referred to in Article 12.01.

#### 12.06 Priority in Filling Vacancies

In filling a vacancy required to be posted pursuant to this article, the Employer shall consider applicants in the following order.

Full-time employees in C.U.P.E. Local 1833

Part-time employees in C.U.P.E. Local 1833

Temporary employees in C.U.P.E. Local 1833

Permanent Employees in C.U.P.E. Local 126

Any other applicants.

12.07 Trial Period

In the event the successful applicant promoted is from the bargaining unit, the employee shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent in the position after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

12.08 Promotions Requiring Higher Qualification

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.

12.09 Notification to Employee and Union

Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

12.10 Explanation in Writing

When an employee is interviewed for a position and is unsuccessful in obtaining the position, the employee shall be provided with the reasons in writing, if requested by the employee.

12.11 Alternative Work Provision

If an employee is unable through injury or illness to perform their normal duties, the Employer shall endeavor to provide alternative suitable employment. Such employee shall not displace an employee with more seniority.

12.12 Older Worker Provision

An employee who through advancing years is unable to perform their normal duties, the Employer shall endeavor to provide alternative suitable employment. Such employee shall not displace an employee with more seniority.



### 12.13 Training Courses

The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- (a) type of course (subjects and material to be covered),
- (b) time, duration and location of the course,
- (c) basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all Departments to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant shall be selected.

### 12.14 Temporary Employees

The Employer shall have the right to hire temporary employees for the following reasons:

- (a) to replace employees who are on approved leave of absence for a period not to exceed the duration of the approved leave,
- (b) to complete a special one-time only non-recurring task, or
- (c) to fill a vacancy on an interim basis, for a period not to exceed six (6) months, while a posting is underway.

Such employee shall be paid an hourly rate in accordance with a job classification in Schedule "A".

Such employees shall be covered by the full terms of the Collective Agreement with the exception of:

- Article 11 - Seniority
- Article 13 - Layoffs and Recall
- Article 17 - Vacations
- Article 18 - Sick Leave Provisions
- Article 19 - Leave of Absence
- Article 22.01 - Pension Plans
- 22.02 - Health Benefits - Full Time
- 22.03 - Health Benefits - Part Time
- 22.06 - Legislation
- Article 23 - Technological and Other Changes

If a part-time employee is elected to fill a full-time temporary position they shall continue to receive the benefits provided to a part-time employee under this Collective Agreement.

If a full-time employee is selected to fill a part-time temporary position they shall continue to receive the benefits provided to a full-time employee under this Collective Agreement.

## 12.15 Special Projects

The Employer agrees that where the Library participates in programs in which persons are hired under government grants, or in work/study placements or in any other such programs, this participation shall not result in any reduction of hours for bargaining unit members.

The Employer shall have the right, subject to the approval of the Union, which shall not unreasonably be withheld, to engage employees on a temporary basis to participate in special government projects. Such employees shall be paid an hourly rate in accordance with the appropriate classification and/or hourly rate for the position(s) as determined by the Job Evaluation Committee

Such employees shall be covered by the full terms of the Collective Agreement with the exception of:

Article 11	-	Seniority
Article 13	-	Layoffs and Recall
Article 17	-	Vacations
Article 18	-	Sick Leave Provisions
Article 19	-	Leave of Absence
Article 22.01	-	Pension Plans
22.02	-	Health Benefits - Full Time
22.03	-	Health Benefits - Part Time
22.06	-	Legislation
Article 23	-	Technological and Other Changes

## ARTICLE 13 - LAYOFFS AND RECALLS

### 13.01 Order of Layoff

Both parties recognize that, in lay-off situations, it is desirable to retain employees with greater seniority, while at the same time maintaining an effective and efficient workforce. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their respective seniority list (full-time/part-time) in their job classification.

### 13.02 Bumping

An employee who is subject to layoff shall have the right to accept the layoff or displace a less senior employee from their respective seniority list (full-time/part-time) from the same or different classification in a position for which they possess the minimum qualifications and requirements. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.13.

### 13.03 Notice of Intention to Bump

An employee who chooses to exercise the right to displace another employee with lesser seniority from their respective seniority list (full-time/part-time) shall advise the employer of

their intention and the position claimed within seven (7) working days after receiving the notice of layoff.

#### 13.04 Opportunity of Recall

An employee shall have an opportunity of recall from layoff in order of seniority based on their respective seniority list (full-time/part-time), to an available opening for a period of twenty-four (24) months from the date of the original layoff, provided they have the ability to perform the work. Refusal to accept a job in a temporary and/or short-term capacity shall not remove the employee's right to recall.

#### 13.05 Ability to Perform Work of New Position

An employee who bumps, or is bumped, or is recalled shall have thirty (30) working days to demonstrate their ability to perform the duties of the new position in a satisfactory manner.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

#### 13.06 Right of Return to Previous Position

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.

#### 13.07 Method of Recall

Failure to signify intention to return to work after recall from layoff within ten (10) working days following notification by registered mail to the employee's last address of record shall be deemed to be a rejection of the position offered.

#### 13.08 No Conversion of Full Time to Part Time Duties

No full-time employee within the bargaining unit shall be laid off based on the duties for their position being reassigned to one or more part-time employees. In a case where a substantial part of a position is eliminated, however, the remaining duties may be reassigned to one or more part-time employees.

#### 13.09 Continuation of Benefits

The Employer agrees to continue to pay its share of the health benefits for employees who are laid off for a period of up to six (6) months.

In the event of a longer lay-off, the affected employee may, at their own expense, elect to continue these benefits for a further six (6) months provided the premiums are paid in advance or by post dated cheques, to maintain the coverage.

### 13.10 Laid-off Employee Assistance

In the case of permanent lay-off(s) the Joint Union Management Committee may recommend appropriate assistance for the affected employee(s) to the Employer. Such assistance may include the establishment of a Redeployment Committee.

### 13.11 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall in accordance to this Collective Agreement.

### 13.12 Advance Notice of Layoff

In the event of a proposed layoff, the Employer shall, prior to issuing notice of layoffs:

- (a) Provide to the Union, through the Joint Union Management Committee, notification of the proposed layoffs or staff reduction proposals.
- (b) Relay to the Union the reasons for the layoffs and rationale for the decisions, and the extent of same.
- (c) Discuss the proposal for implementing same including the areas affected, the employees affected, and the duration.
- (d) Establish a Joint Union Management meeting to discuss any realignment of service or staff and the effect on the bargaining unit.
- (e) Provide a forum to search out employment opportunities within the workplace for employees displaced or laid off.

### 13.13 Notice of Layoff

- (a) The Employer shall notify permanent and probationary employees who are to be laid off at least ten (10) working days before the layoff is to be effective. If the employee has not had the opportunity to work ten (10) full days after layoff notice, the employee shall be paid in lieu of work for that part of ten (10) full days.
- (b) Employees with five (5) years of continuous permanent service or more will receive six (6) months notice of a layoff in advance of the actual date of layoff.
- (c) Employees with less than five (5) years of continuous permanent service, but with a minimum of two (2) years, will receive two (2) months of notice of a layoff in advance of the actual date of layoff.
- (d) In the event that the *Employment Standards Act* is superior to the above, time periods will be adjusted accordingly.

## ARTICLE 14 - HOURS OF WORK

### 14.01 Hours of Work - Full-Time Employees

- (a) The standard work week, for all employees except Caretakers covered under this Collective Agreement, shall consist of not more than seventy (70) hours in a two calendar week period. All full-time employees except Caretakers shall have shifts which consist of seven (7) hours per shift. Employees shall be scheduled to work five (5) days in any calendar week and one (1) Saturday in every four (4). An employee may request an adjustment to this schedule without overtime provisions to allow for a six (6) day work week to be followed by a four (4) day work week, which shall be subject to approval by the Employer. Caretakers shall work a forty (40) hour week.

- (b) Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The Employer shall, after agreement with the Union, set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall only be altered to meet emergency situations. No employee shall be scheduled to work a split shift unless mutually agreed to.

- (c) Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and in the second half of a shift in an area made available by the Employer.

- (d) Flextime - Full-Time Employees

Flexible hours of work, or flextime, is a system designed to provide for the individual preferences of full-time employees while at the same time ensuring the efficient operation of the Employer's service.

- 1) Flexible hours will be implemented on a basis that is acceptable to all full-time employees who perform the same job within a Division.
- 2) Hours of Work, Weekly and Daily
  - i. The normal weekly hours of work shall not be less than thirty-five (35) hours over a five day period.
  - ii. Employees may work between the hours of 8:00 a.m. and 8:00 p.m. except caretakers who are required to work later.
  - iii. Employees may work to a maximum of nine (9) hours or a minimum of five (5) hours in a day, provided that no overtime is required as a result.
  - iv. Flextime shall allow the employee to leave early every other Friday at 1:00 pm. Time shall be made up over the two week period preceding the flex day.

3) Calculation of Days Off

In calculating flextime hours, days off and holidays shall be counted as seven (7) hours.

4) Mutual Agreement

Any proposal for flexible hours must be reviewed with the employee's Supervisor and Head Librarian, and shall be subject to mutual agreement by the Employer and the Union. Following agreement, the employee shall advise the scheduling Supervisor of their flextime arrangement.

5) Grievances

It is agreed by the parties that any decisions reached under Article 14.01 (d) shall not be subject to the Grievance and Arbitration procedure.

#### 14.02 Hours of Work - Part-Time Employees

(a) A part-time employee shall not be regularly employed for more than forty (40) hours over a two (2) week period. Part time employees shall be scheduled primarily in the evening and on weekends and to fill in for full time employees, or at any other time, as required.

(b) Distribution of Shifts

Hours of work for part-time employees shall be distributed equitably on the basis of seniority amongst employees available and qualified to perform the work. No shift shall be less than three (3) hours unless by mutual agreement between the parties to this Collective Agreement.

(c) A regular work schedule shall be determined by the Head Librarian. The employee shall, whenever possible, be given reasonable notice where the work schedule is altered temporarily or permanently. Employees shall be scheduled to have at least two (2) Saturdays in every four (4) off duty, unless mutually agreed to.

(d) It is understood and agreed that an employee will not be required to work more than fourteen (14) Sundays in a calendar year, subject to a minimum part-time staff complement of twelve (12) circulation clerks and eight (8) information staff. Should the part-time complement fall below these numbers, the remaining part-time staff may be required to work additional Sundays to ensure adequate provision of service. Nothing in this Article will preclude an employee from working more than fourteen (14) Sundays in a calendar year by mutual agreement.

(e) If an employee elects to hold two part-time positions, the employee shall not exceed forty (40) hours in a two week period, but will be required to work the requisite number of Sundays for each position as stated in this collective agreement.

(f) Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

(g) Rest Periods

Each employee shall be entitled to a one half (1/2) hour unpaid eating period if they worked more than five (5) hours, in an area made available by the Employer. Each employee shall be permitted one fifteen (15) minute, paid rest period in each shift of three and one half (3½) hours or more, unless the employee is working a full time shift of seven (7) hours, in which case the employee shall be permitted a 15 minute paid break in each half of the shift.

(h) Employees who are unable to report to work on any shift shall advise their Supervisors at the earliest opportunity prior to the commencement of their shift.

14.03 Sunday Openings

In the event that the Employer determines to open the main library or a branch of the library on a Sunday, staff will be recruited on a voluntary basis from the bargaining unit.

The Employer will designate the classifications and number of employees required. Should an insufficient number of qualified employees volunteer, the Employer has the right to assign on a rotational basis commencing with the least senior qualified employee.

Employees working on a Sunday shall receive a premium of seventy (70) cents per hour for each hour worked on a Sunday.

14.04 Meeting Attendance

Employees shall be compensated for required attendance at department and staff meetings.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined - Full-Time Employees

Overtime at the rate of time and one-half (1 ½) of the employee's regular hourly rate shall be paid in the event an employee is required to work in excess of their regular day, over and above thirty-five (35) hours per week (forty – 40 hours in the case of custodian staff), or on their regularly scheduled day off. Overtime at the rate of two (2) times the employee's regular hourly rate shall be paid in the event employees are required to work on a Sunday (where in excess of their scheduled work week) or statutory holiday. All such excess time must be authorized by the Manager (or designate), and shall be performed on a voluntary basis.

#### 15.02 Overtime Defined - Part-Time Employees

Overtime at the rate of time and one-half (1½) of the employee's regular hourly rate shall be paid in the event an employee is required to work in excess of seven (7) hours and for custodian staff in excess of eight (8) hours of which work in these hours is considered to be a regular working day. In addition, overtime shall be paid if an employee works in excess of thirty-five (35) hours per week (forty (40) hours in the case of custodial staff). Such overtime is to be on a voluntary basis.

In the event that part-time employees are required to work a statutory holiday, they will be paid their regular hourly rate, plus an over-time rate of time and a half (1 1/2) for the actual number of hours worked.

#### 15.03 Banked Time

A full-time employee shall have the option of accumulating overtime, and banking lieu time, rather than being paid for such time. Should the employee wish to accumulate overtime and lieu time, the employee shall advise their supervisor within twenty-four (24) hours of the working of such overtime. Overtime shall be accumulated at the appropriate rate as defined by this Collective Agreement and may be taken as paid leave at any time mutually agreeable to the Employer and employee. It is recognized that employees utilizing vacation will receive preference over employees utilizing banked time in the scheduling of time off. Banked time shall not exceed seventy (70) hours at any time. Banked time, including time accumulated under Article 16, which is not utilized or schedule as of December 1<sup>st</sup> in any year (to be used between January 1 and December 31) shall be paid out or the employee shall have the option of requesting the carryover of thirty-five (35) hours of banked time to the following calendar year.

#### 15.04 Call Back Pay Guarantee

An employee who is called in to work outside regular working hours shall be paid for a minimum of three (3) hours at overtime rates unless the call-in is immediately prior to their normal work day, in which there would be no minimum.

#### 15.05 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee subject to the approval of the Head Librarian.

#### 15.06 Sharing of Overtime

Overtime and call-back opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available.

#### 15.07 No Layoff for Overtime

No employee shall be laid off during a regularly scheduled shift to equalize any overtime which the employee has worked.



15.08 Overtime on Days When the Library Not Normally Open

Overtime rates shall apply for all hours worked for all employees who are required to work on days when the Library is not normally open, including but not limited to Easter Sunday.

ARTICLE 16 - HOLIDAYS

16.01 Holidays - Full-Time Employees

(a) The Employer recognizes the following as paid holidays:

New Year's Day	Peter Robinson (Civic Holiday)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	Christmas Day

In addition to the above any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government. There shall be an additional one-half (½) day, (3.5 hours, 4 hours for Custodian and Caretaker) paid holiday to be taken the last working day prior to Christmas, and one-half day (3.5 hours, 4 hours for Custodian and Caretaker), paid holiday to be taken the last working day prior to New Years.

The library shall be closed on the Saturday between Good Friday and Easter Monday. Full-time library staff will be expected to use either their lieu time or vacation time for this day.

(b) Where any of the above-noted holidays fall on a Sunday and are not proclaimed as being observed on some other day, all employees shall be granted a day off with pay on either the preceding working day or the following working day as determined by the Employer.

(c) Compensation for Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time designated by the employee.

16.02 Holidays - Part-Time Employees

The Employer recognizes the following as paid holidays:

New Year's Day	Peter Robinson (Civic Holiday)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	Christmas Day

## ARTICLE 17 - VACATIONS

### 17.01 Vacation Full-Time Employees

Vacation is earned on an annual basis from July 1 to June 30, each year. Vacation entitlement is awarded January 1.

### 17.02 Holiday Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time designated by the employee.

### 17.03 Vacation Schedule

The sign-up period for vacation for full-time employees shall be January 1st to January 15<sup>th</sup>. The Head Librarian will make every effort to approve and post the vacation schedule by January 31<sup>st</sup>. Vacations may be taken at any time during the year with the approval of the Head Librarian. Request for vacation by part-time staff will not be considered until after the full-time vacation schedule is approved.

If there is a conflict between employees as to their choice of vacation time during the sign-up period of January 1st-January 15th, then seniority shall govern.

### 17.04 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period as follows:

Vacation shall be taken in blocks of one, two or three weeks. Fourth, fifth and sixth weeks are not necessarily consecutive, unless with the approval of the Manager.

Partial weeks vacation may be requested in full or half day increments, with the approval of the Manager. A day shall be taken as seven (7) hours and a half day as three and one half (3½) hours for all staff excepting Custodian and Caretaker, for whom a day shall be eight (8) hours, and four (4) hours, for a half day.

Vacation requests submitted after January 15<sup>th</sup> shall be on a first come first serve basis. Further, if more than one employee on the same day requests vacation for the same day(s), the Manager shall approve on the basis of seniority. Finally, and notwithstanding the above, the Manager, prior to approval shall consider preference for full week request over partial week requests.

### 17.05 Vacation Entitlement

Every fulltime, permanent employee shall be entitled to an annual vacation, based on the date of permanent hire, as follows:

- (a) An employee with less than one (1) year's service as of July 1<sup>st</sup> in any calendar years, shall be allowed paid vacation at the rate of one (1) day for each complete calendar month of service, to a maximum of eight (8) days provided the employee commenced work on the first working day of the month.

- (b) An employee shall be allowed two (2) weeks paid vacation in the calendar year if their first (1<sup>st</sup>) anniversary falls prior to July 1<sup>st</sup>.
- (c) An employee shall be allowed three (3) weeks paid vacation in the calendar year in which their third (3<sup>rd</sup>) anniversary falls.
- (d) An employee shall be allowed four (4) weeks paid vacation in the calendar year in which their tenth (10<sup>th</sup>) anniversary falls.
- (e) An employee shall be allowed five (5) weeks paid vacation in the calendar year in which their fifteenth (15<sup>th</sup>) anniversary falls.
- (f) An employee shall be allowed five (5) weeks plus one (1) day paid vacation in the calendar year in which their nineteenth (19<sup>th</sup>) anniversary falls.
- (g) An employee shall be allowed five (5) weeks plus two (2) days paid vacation in the calendar year in which their twentieth (20<sup>th</sup>) anniversary falls.
- (h) An employee shall be allowed five (5) weeks plus three (3) days paid vacation in the calendar year in which their twenty-first (21<sup>st</sup>) anniversary falls.
- (i) An employee shall be allowed five (5) weeks plus four (4) days paid vacation in the calendar year in which their twenty-second (22<sup>nd</sup>) anniversary falls.
- (j) An employee shall be allowed six (6) weeks vacation in the calendar year in which their twenty-third (23<sup>rd</sup>) anniversary falls.

17.06 Employees shall be allowed paid vacation in accordance with this Article, provided that such vacation allowance for any calendar year shall be prorated to exclude absence due to:

- (a) long term disability or,
- (b) Workplace Safety and Insurance Board in excess of four months.
- (c) or unpaid leave of absence in excess of twenty (20) consecutive working days. unless this Collective Agreement or legislation dictates otherwise.

#### 17.07 Approved Leave of Absence During Vacation

Where an employee is hospitalized during his or her planned vacation, or vacation is interrupted by bereavement leave, there shall be no deduction from vacation credits for such absence. The employee shall have the opportunity to reschedule the vacation upon return to work.

17.08 Vacation Time for Part-Time Employees

Part-Time employees shall receive annual vacation as follows:

- a) Paid vacation entitlement/time is based on hours paid, in the previous calendar year's pay periods.
- b) An employee shall receive vacation entitlement/time at a rate of seven (7) hours per one hundred and eighty-two (182) hours worked.
- c) Vacation entitlement must be taken in the subsequent calendar year.
- d) Vacation may be taken in single days or one (1) week, two (2) week or three (3) week blocks with the approval of the manager or designate.
- e) Employees are required to take a minimum of 2 weeks free from work as vacation.

17.09 Vacation Pay for Part-time Employees

Part-time employees shall receive vacation pay based on a percentage of their previous year's gross salary and according to the hours paid from date of hire to December 31.

Part-time employees shall elect by December 31<sup>st</sup>, one of the following two (2) options:

- 1. To be paid as a lump sum in pay period 50 according to the chart below, or
- 2. To be paid when vacation is taken. Any vacation pay remaining shall be paid out in pay period 50.

For clarity, the following shall apply:

<b>Number of Hours Worked from Date of Hire</b>	<b>% Vacation Pay</b>
Below 1,820	4
1,820	4
5,460	6
18,200	8
27,300	10
41,860	12

17.10 Part-time to Full-time Status

When a part-time employee moves to a full-time position, their revised seniority date (based on one year for every 1820 hours worked) is used for their annual entitlement to vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 The Employer will implement and maintain a sick leave plan for all permanent employees as outlined herein. An employee who is disabled and unable to work as a result of quarantine due to exposure to a contagious disease, illness or injury, not compensable under the Workplace Safety and Insurance Act, shall be entitled to salary continuance

from the first day of disability and continuing for up to seventeen (17) weeks, or until the employee is declared medically fit to return to work, resigns or retires, whichever first occurs.

18.02 Full-Time Employees

- (a) Entitlement to short-term disability benefits shall be based on the length of service as a permanent, full-time employee calculated from the employee's date of permanent hire, according to the following schedule:

<u>Length of Service</u> <u>from date of Permanent Hire</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
less than three months	no coverage	no coverage
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
over 9 years	17 weeks	0 weeks

For the purpose of this plan, salary means the amount of money to be paid to the employee as established the first date of absence, or, as modified by the Board. Other definitions are clarified in the City of Peterborough By-law #1988-252.

- (b) Should an employee be ill for an extended period on one (1) or more occasions in a calendar year such that the employee exhausts his/her short term protection at 100% salary, coverage for new illnesses will be available for seventeen (17) weeks at 75% of salary.

Note:

If an employee stops being totally disabled while satisfying the seventeen (17) week, Long Term Disability qualifying period, and within thirty days becomes totally disabled again from the same or related causes, the disability is considered to be a continuation of the previous disability.

- (c) In the case of illness of a member of an employee's immediate family, where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, the employee may with the approval of the Manager, be entitled to use a maximum of five (5) sick days per illness, to care for the ill family member. The employee is required to provide written verification of the absence due to illness of a family member.

- (d) Long Term Disability

In conjunction with the short-term disability benefits, long-term disability benefits shall be provided for all eligible employees at a level of seventy-five (75) percent of monthly income to a maximum of eight thousand (8,000) dollars, payable to

retirement or age sixty-five (65), whichever is earlier. (Refer to the Master Long Term Disability Insurance Contract for further details regarding All Source Maximum for Monthly Disability Benefit and Payment of Monthly Disability Benefit.)

In order to be eligible for long term disability benefits, an employee must have a medically determinable physical or mental impairment due to non compensable illness or disease, that prevents him/her from performing the regular duties of the job in which he participated immediately preceding the disability. Benefits for eligible disabilities shall be payable after a waiting period of seventeen (17) weeks, subject to the terms and conditions of the Master Long Term Disability insurance contract.

If an employee returns to work from long term disability and within six (6) months of his/her return to work becomes totally disabled again from the same or a related cause, the disability and entitlement to Long Term disability benefits shall be considered to be a continuation of the previous disability.

It is understood that the terms and conditions of the long term disability policy are not subject to the grievance provisions of this agreement.

- (e) The Employer shall pay and keep in force one hundred (100) percent of the cost of Employer Health Tax, Semi-Private Hospital, Extended Health, Dental Care and Vision benefits for the first two (2) years of long-term disability payments. In addition, the Employer shall extend such coverage for employees, remaining disabled within the terms of the long-term disability contract for an additional year for each year of full-time employment with the Employer in excess of two (2) years.

The health benefits recited in Article 22 shall remain in effect when an employee is a recipient of short-term benefits pursuant to the Plan.

- (f) Seniority, vacation entitlement and job security shall continue for disabled employees qualifying for short-term and long-term disability benefits subject to the following restrictions:
  - (1) vacation entitlement would continue when the employee qualifies and is receiving short-term disability benefits only; and
  - (2) a position will be held available for an employee from the initial date of disability which necessitates continuous absence from employment.

### 18.03 Part-Time Employees

Each part time employee who has completed their probationary period in accordance to Article 11.04 shall receive fifteen (15) hours of sick leave per year.

Such sick leave shall not be accumulated from year to year.

18.04 Certificate of Illness

- a) Employees, may be requested to furnish a certificate of qualification, at the expense of the Employer, from a duly recognized medical practitioner verifying that the employee is medically unable to perform his/her duties and indicating the probable duration of the illness/injury, in order to substantiate the disability and payment of wages for such absent time. Should the employee fail to comply, wages will not be paid.

Depending on the disability, medical certificates will be accepted from the following medical practitioners; physicians, psychologists, chiropractors, physiotherapists, dentists, nurse practitioners and midwives.

- b) Notification of Absence

An employee absent from work due to illness or health related treatment is required to notify the manager or designate as soon as possible, prior to the commencement of the shift to advise the manager or designate that he/she is unable to perform his/her duties due to illness and indicate the probable date of return.

- 18.05 In any case of prolonged illness or recurring disability, the employee shall submit periodic reports on his/her condition as the employer may request in writing.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Leave of Absence for Union Functions

Leave of absence, without pay or loss of seniority, shall be granted by the Employer for three (3) representatives of the Union to attend the annual convention and other conferences of the Union, providing that application is made to the Employer one (1) month before the date of such convention or conference, and the number of days included in such leave of absence will be decided by the Employer, dependent upon the duration of the convention or conference and the time deemed necessary to travel conveniently to and from the convention/conference city.

- 19.02 Reasonable leave of absence without pay or loss of seniority may be granted for up to three (3) Union officers or delegates to attend Union educational or training events provided each request is received in writing by the Head Librarian two (2) weeks in advance of such requirement. Under some circumstances, consideration may be given to a shorter notice.

Employees on leave of absence for union business will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages received during such absence.

19.03 Leave of Absence for Union or Public Duties

(a) Elections

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or loss of seniority so that the Employee may be a candidate in the federal, provincial or municipal elections.

(b) Leave for Public Office

An employee who is elected to public office shall be granted leave of absence without pay or loss of seniority for any required absence during the term of office.

(c) Union Positions

An employee who is elected or selected for a position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during the term of office. Such employee shall receive their pay and benefits as provided for in the Collective Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

19.04 Paid Bereavement Leave

The following leave of absence is allowed to make required arrangements and to attend the funeral in the event of a death in the employee's family, commencing not later than the date of the funeral:

(a) Employee's spouse, same sex partner, father, mother or children, eight (8) calendar days.

(b) Employee's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents/in-law, grandchildren, four (4) calendar days.

(c) Aunts/in-law and uncles/in-law, niece/in-law and nephew/in-law, one (1) day (being the day of the funeral).

(d) Compassionate leave granted under Article 19.04 a) or b) shall supersede vacation.

19.05 A leave with pay, of two (2) days or less may be approved by the Library Manager. Under exceptional circumstances leave may be granted or extended, with the approval of the Division Head, Human Resources. Only such time as is required to fulfill the above obligations on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Employer as soon as possible of their need for such a leave of absence.



19.06 Extra leave of absence without pay may be granted for traveling time to attend the funeral. The period of time is to be agreed upon between the employee and the Employer. In special circumstances, employees may submit a written request and the Employer may grant a one (1) day absence with pay due to a bereavement of persons other than those specified above.

19.07 Pregnancy/Adoption and Parental Leave

Pregnancy/Adoption and Parental Leave entitlements shall be in accordance with the provisions of the *Employment Standards Act* for the Province of Ontario.

19.08 Time Off for Elections

Where an employee has scheduled hours of work which, on any municipal or provincial election day, does not afford three (3) consecutive hours to vote while the polls are open, the Employer shall, in consultation with the individual employee concerned, allow the employee such time for voting as is necessary to provide the three (3) consecutive hours. The time allocation shall be four hours on a federal election day.

19.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the appropriate rate of pay.

19.10 Leave For Court Appearance

In the event that an employee is required to appear in Court, for a dispute which has arisen as a result of their employment, the employee shall be entitled to leave of absence without loss of seniority, benefits and pay; and in the event that the accused employee is jailed awaiting a Court appearance, the employee shall be entitled to an automatic leave of absence without loss of seniority and benefits, but without pay.

19.11 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process a Canadian citizenship application.

19.12 Education Leave

The Employer may grant a leave of absence without pay or loss of seniority to an employee who undertakes to improve their education through an approved and recognized course of study, to a maximum of nine (9) consecutive months. Any approval will be subject to operational and staffing requirements and the nature of the request.

Such employee(s) shall be subsequently reinstated to their previous job classification provided they provide the Employer with three (3) months written notice of their intention to return to work.

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits if applicable while writing examinations to up-grade employment qualifications.

19.13 General Leave

An employee who has accumulated two (2) years service with the Employer shall be entitled to leave of absence without pay and without loss of seniority provided they have exhausted their accumulated overtime and unused vacation entitlement when such leave is requested for good and sufficient cause. Such request shall be in writing and approved by the Employer.

19.14 Medical Care Leave - Full-Time Employees

Employees shall be allowed up to one and one-half (1 ½) days per annum, paid leave of absence in order to engage in personal preventative medical health and dental care. It is understood that this shall include paramedical services. On request, employees may be required to show proof of medical, dental, or paramedical care as the case may be.

19.15 Family Leave - Full Time Employees

Employees shall be allowed up to three (3) days leave of absence with pay and without loss of seniority and benefits in the event of a serious fire or flood in the employee's home. An employee shall be allowed an additional one (1) day leave of absence with pay and without loss of seniority and benefits to be taken for one of the following reasons:

- Marriage of employee's Child
- Birth or adoption of employee's Child
- Moving employee's household

19.16 Leave for Library Conferences/Workshops - Full Time Employees

On an annual basis, the Employer shall grant leave of absence with pay and without loss of seniority for no less than three (3) employees to attend library or library related conferences/workshops within Ontario. The Employer reserves the right to grant such leave to more than three (3) employees. Such additional costs involved in such attendance shall be the responsibility of the Employer.

19.17 Leave of absence with pay may be granted to an Employee who has accumulated five (5) years service with the Employer, and is unable to return to work, subject to a written request to the Manager.

## Personal Days

- (a) Each full-time employee as of January 1 of each year shall be granted one (1) seven (7) hour paid personal day per year.
- (b) Each part-time employee with less than five (5) years of service (9,100 hours) as of January 1 of each year shall be granted one-half (1/2) seven (7) hour paid personal day per year. Each part-time employee with five (5) years or more (9,100 hours or more) service as of January 1 of each year shall be granted a total of one (1) seven (7) hour paid personal day per year.
- (c) It is agreed that if a permanent part-time employee fills a temporary full-time vacancy, which is expected to exceed twelve (12) continuous months, they shall be provided the above entitlement of personal days as provided above for full-time employees.
- (d) The personal day may be utilized in either full-day or half-day blocks, with the approval of the manager or designate.
- (e) The personal day shall be taken in the year in which it is granted and shall not be carried over.
- (f) Part-time to Full-time Status

When a part-time employee moves to a full-time position, their revised seniority date (based on one year for every 1820 hours worked) is used for their annual entitlement to Personal Day(s).

## ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

### 20.01 Pay Days

The Employer shall pay salaries and wages to full-time employees bi-weekly and part-time employees weekly by direct deposit in accordance with Schedule "A" attached hereto and forming part of the Collective Agreement. On each payday each employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay and deductions.

### 20.02 Equal Pay for Equal Worth

Employees shall receive equal pay for equal worth, regardless of sex.

### 20.03 Rate of Pay on Promotion

When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in the new classification which will provide an immediate increase over the previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

20.04 Pay on Temporary Transfers, Higher Rated Job - Full Time Employees

When an employee is required by the Employer to temporarily perform the duties of a higher paying position for more than one (1) week, for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than the previous rate for such period in excess of one (1) week.

Where the higher position is outside of the bargaining unit, the employee shall receive the Year I rate of pay of the position or the next level higher than their current rate of pay.

20.05 Pay on Temporary Transfers, Higher Rated Job - Part-Time Employees

When an employee is required by the Employer to temporarily perform the duties of a higher paying position for more than two (2) hours, for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than the previous rate for such period in excess of two (2) hours.

Where the higher position is outside of the bargaining unit, the employee shall receive the Year I rate of pay of the position or the next level higher than their current rate of pay.

20.06 Pay on Temporary Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced.

20.07 Mileage

- (a) When employees are required by the Corporation to use their own vehicles in the performance of their duties, they shall be reimbursed for all distance driven for Corporation business purposes as calculated in the Corporate Mileage Policy. The rate shall be increased or decreased four times per year, on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> each year on the basis of the following formula:

Fifty (50) percent of the price per kilometer to be escalated, based on the increase in the price of regular unleaded gasoline as charged to the Employer by supply tender, at a rate of one (1) cent per kilometer for each three and one half (3½) cents per liter increase. The other fifty (50) percent of the price per kilometer to be escalated based on the increase of the cost of living index published by Statistics Canada, all items for the months of February, May, August and November.

Claims for mileage generally will be paid monthly.

- (b) The employer shall also pay the difference in premiums between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Employer.

20.08 Educational Allowances

The Employer shall pay the cost of an academic or technical course which has been approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason(s) in writing.

If assistance is granted, payment shall be made after evidence of successful completion of the course is submitted.

20.09 Professional Fees and Licenses

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

20.10 Legal Fees

The Employer shall pay all legal costs for any action initiated against an employee by virtue of the performance of employment duties.

20.11 Increment Advancement

The salary of an employee will advance in accordance with Schedule "A" for the employee's classification, such advancement will be automatic unless the Manager considers that such advancement is not warranted, in which case the reasons shall be given to the employee in writing and the employee shall have the right of the grievance procedure. When an employee is advanced to a new classification, for the purpose of future rate progression only, the anniversary date shall be deemed to be the date employment commenced in the new classification.

20.12 Severance Pay - Full Time Employees

An employee shall be given sixty (60) days notice and severance pay on the basis of one (1) week's pay at the regular rate of the position last occupied for each year of employment if the Employer;

- (a) ceases wholly or partly the operations,
- (b) merges with another employer,
- (c) changes operating methods,

and the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.

### 20.13 Clothing Issue & Boot Allowance - Full Time Employees

- (a) Permanent custodian staff will be issued the following clothing as required, to be replaced on the basis of need. Three (3) pairs of uniform trousers, three (3) uniform shirts, one (1) medium weight windbreaker, and one (1) winter parka. The employee will be responsible for the cleaning and maintenance of issued garments.

Where identifying shoulder flashes are supplied, they will be appropriately worn.

Employees will respect clothing issue which may be identified as City of Peterborough issue and it is understood and agreed such clothing will not be worn at times or in a manner which will discredit the Employer subject to disciplinary action.

The clothing issue is for the sole use of the employee to whom it is issued and may not be sold, exchanged or given by the employee to any other person. Articles of clothing issue which become worn out or irreparably damaged in the service of the Employer will be replaced without charge with new articles upon presentation or surrender of the worn out or damaged items.

An annual allowance of three hundred (300) dollars will be paid to each permanent custodian employee to assist in the purchase of appropriate C.S.A. approved safety footwear, upon submission of satisfactory proof of purchase.

### Boot Allowance - Part Time Employees

- (b) An allowance of one hundred (100) dollars will be paid to each part-time custodian employee, every second year to assist in the purchase of appropriate C.S.A. approved safety footwear, upon submission of a satisfactory proof of purchase.

## ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

### 21.01 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement with the Union.

### 21.02 Changes in Classification

Where the Union and/or an employee feels the employee is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

## ARTICLE 22 - EMPLOYEE BENEFITS

### 22.01 Pension Plans

The Employer agrees to provide to permanent employees O.M.E.R.S. type 1 Pension, providing a pension at normal retirement age of sixty-five (65) OR, an unreduced pension with the ninety (90) factor (when years of credited service plus age equal to ninety (90)). The pension is based upon two (2) percent of the employee's average of best sixty (60) months of pensionable earnings multiplied by their years of credited service (maximum thirty-five (35) years) reduced by approved past pension (i.e. Government Annuity) and Canada Pension Offset. Cost of this pension is shared by the Employer and the employee and participation is mandatory for permanent employees.

### 22.02 (a) Health Benefits- Fulltime Employees

The Employer will pay the total costs of the following benefit plans for all full-time employees:

- (i) Employer Health Tax
- (ii) Group Life Insurance at two (2) times the employee's salary to a maximum of policy holder.
- (iii) Extended Health Drug Plan \$10/\$20 deductible
- (iv) Semi-Private Hospital coverage or equivalent.
- (v) Dental Plan #9, to current less one (1) year, with a recall at nine (9) months for those individuals over twelve (12) years of age.

Effective January 1, 2011, Orthodontic Coverage and Major Dental Work (including but not limited to crowns/implants, dentures and/or bridgework), each subject to fifty percent (50 %) co-insurance with a lifetime maximum benefit of \$2,500 per insured.

- (vi) Vision family coverage to \$425.00 every 24 months. An employee may elect to use vision coverage in one 24-month period to pay for the costs of laser surgery. The Employer agrees to cover the cost of laser surgery for the insured individual only to a maximum of \$500.00/eye. It is understood that an employee shall have access to the vision family coverage of \$425.00 after 24 months and from that point forward.

In addition, the family coverage shall include payment of eye examinations to a maximum of \$100.00 every 24 months.

- (vii) Out-of-province deluxe travel coverage.

22.02 (b) Paramedical Benefits

To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for single coverage paramedical services for full time employees up to \$800.00 per calendar year for each benefit as follows:

- i) physiotherapist
- ii) clinical psychologist
- iii) chiropractor (plus \$50.00 x-rays)
- iv) osteopath
- v) chiropodist
- vi) podiatrist
- vii) naturopath / homeopath
- viii) speech pathologist, masseur, dietitian.

Such benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.

Dependents are covered for up to \$600 per person for the following paramedical services:

- a) physiotherapist
- b) clinical psychologist
- c) speech pathologist
- d) masseur

In the case of absence for illness, the Employer contribution shall be paid to the above plans to a maximum of one (1) year from commencement of absence. Thereafter, the employee shall pay the full premiums through the Employer.

Where it is not possible to schedule such appointments outside of work time, and where the (FT) employee has exhausted their medical care leave under 19.14, the employee shall advise his/her supervisor/manager of the need for a leave of absence, without pay, to attend such appointment. Alternatively, the employee may request to schedule his hours of work for the remainder of the pay period in order to make up the time missed, or request that vacation or banked time be used to cover the absence. Any such arrangements should be confirmed at the time the leave of absence is requested.

22.02 (c) Benefits for Retirees

The Employer will continue payment of Extended Health Drug Plan, Semi-Private Health Care Coverage or equivalent for any employee from the date of early retirement to the age of sixty-five (65). However, the Employer will not continue payment of the Dental Plan or any other benefit plan, and employees will not be entitled to subscribe to same under any conditions.

22.03 Health Benefits - Part-Time Employees

- (a) The Employer shall pay one-half (1/2) the cost of Extended Health Plan ten/twenty (10/20) dollars, or equivalent, for all employees.



(b) In the case of absence for illness, the Employer contributions shall be paid to the above plans to a maximum of one (1) year from commencement of absence. Thereafter, the Employee shall pay the full premiums through the Employer.

(b) Benefit Costs

If an employee's net monthly earnings are less than the employee's share of benefit costs, the employee will be expected to pay the difference in order to qualify for the Employer's matching contribution.

#### 22.04 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children, to age twenty-five (25), who are enrolled full time in school.

#### 22.05 Change of Benefits

The benefits outlined in this Article shall not be reduced from the current level without the approval of the Local.

#### 22.06 Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties. If there is no agreement between the parties, the matter shall be submitted to arbitration in accordance with this Collective Agreement.

#### 22.07 Workplace Safety and Insurance Act

An employee who is unable to work as a result of an illness or injury covered under the *Workplace Safety and Insurance Act*, shall continue to receive their usual gross pay for a period of four (4) months. All usual deductions shall continue during this period. The Employer will continue to pay its share of all health benefit premiums for the total period of the absence.

### ARTICLE 23 - TECHNOLOGICAL AND OTHER CHANGES

23.01 No employee who has accumulated two (2) years' seniority shall be dismissed by the Employer as a result of the institution of technological change or mechanization. An employee who is displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the retraining period there will be no reduction in pay. In the event that the employee after a reasonable training period is unable to acquire the skill required the employee shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off as provided for in Article 13.

23.02 When the Employer initiates new technologies and/or new procedures which are, in the opinion of the Employer, required in the performance of an employee's work, all employees who are required to do this work shall be provide the necessary training.

## ARTICLE 24 - GENERAL CONDITIONS

### 24.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

### 24.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 24.03 Computer Monitors

No pregnant employee shall be required to work for extended periods of time, against her wishes, before a computer monitor. Upon written request, accompanied by receipt of a written statement from a legally qualified medical practitioner certifying the pregnancy and expected date of birth, the Employer will endeavor to reorganize the duties of the position such that the use of a computer monitor is minimized. Where the employee has had her original duties altered, she is entitled to return to her original duties after the pregnancy but she shall not be required to do so prior to six (6) weeks after return to work.

## ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS

### 25.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed in so far as they are consistent with this Collective Agreement but may be modified by mutual agreement between the Employer and the Union.

### 25.02 Continuation of Acquired Rights

All provisions of this Collective 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 any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Collective Agreement for negotiation.

### 25.03 Amalgamation, Regionalization and Merger Protection

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 vacations with pay, sick leave credits and all 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 Employers.

#### 25.04 Portability of Service Credits - Full Time Employees

In the event, during the term of this Collective Agreement, that at least fifty (50) percent of Public Library Boards in the Province of Ontario that have entered into collective agreements with the Canadian Union of Public Employees agree to reciprocal transfer and crediting of pensions, sick leave and other service credits as between such employees, then the following shall apply:

When an employee of the Employer transfers to another employer within the Province, the Employer shall place with the new employer the pension, sick leave and other service credits standing to the credit of the employee, where applicable. A new employee who previously worked for another employer within the Province and was a member of the Canadian Union of Public Employees shall be credited with the pension, sick leave, vacation and other credits transferred by the previous Employer.

### ARTICLE 26 - COPIES OF COLLECTIVE AGREEMENT

#### 26.01 Copies of Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of the Collective Agreement and rights and obligations under it. For this reason the Employer shall print, at its own cost, sufficient copies of the Collective Agreement.

26.02 Within four (4) weeks after any new Collective Agreement is signed by both parties, the Employer agrees to distribute a copy to each bargaining unit member.

### ARTICLE 27 - TERM OF COLLECTIVE AGREEMENT

#### 27.01 Duration

This Collective Agreement shall be binding and remain in effect up to and including December 31, 2012, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of not more than ninety (90) days prior to the 31st day of December in any year that it desires termination or amendment.

#### 27.02 Changes in Collective Agreement

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

27.03 Collective Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- (a) Both parties shall adhere to the terms of this Collective Agreement during the collective bargaining.
- (b) If negotiations extend beyond the termination of the Collective Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

27.04 Retroactive Pay for Terminated Employees

An employee who has severed employment between the termination date of this Collective Agreement and the effective date of the new Collective Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

27.05 Retroactivity

All changes in the new Collective Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 28 - JOINT JOB EVALUATION COMMITTEE

28.01 The parties shall have a Joint Job Evaluation Committee (hereinafter referred to as the "Joint Committee") consisting of two (2) members of the Employer and two (2) members of the Union. The Joint Committee shall have equal representation and participation from both parties.

28.02 The Joint Committee shall operate by consensus, and shall evaluate jobs based on the Peterborough Public Library Job Evaluation Plan, or any other such gender-neutral job evaluation system as the parties may agree upon.

28.03 If an employee believes that there has been a significant change in the job duties, responsibilities or working conditions in an employee's job, either the employee or supervisor may, by completing the Job Description Amendment Form and forwarding it to the Employer, request a review of the job by the Joint Committee. The Joint Committee shall meet as required to review such requests.

28.04 The Employer shall prepare a revised job description based on submitted changes, in consultation with the requester, if needed. The Joint Committee shall review the revised job description and determine whether or not the job description should be re-evaluated. If the job description is re-evaluated, the Committee shall determine whether or not the points assigned result in a change in job class.

If the points assigned change the job class, the retroactivity adjustment will be based upon the effective date stated on the Job Description Amendment Form, subject to the approval of the Manager.

- 28.05 When a new job description has been approved and evaluated, the employee and the supervisor shall be notified in writing. In addition, both the Union and the Employer shall receive a copy of all new or revised job descriptions, including the points assigned and the job class.
- 28.06 The Joint Committee may request any additional information or clarification from the employee and/or the Employer, and may also enlist any professional assistance which may be required in order to resolve any issues upon which consensus has not been reached.
- 28.07 In the event that the employee or supervisor is not satisfied with the consensus reached by the Joint Committee, the employee and/or the supervisor may request a meeting with the Joint Committee to review the committee's decision.
- 28.08 When a new job is created, the Employer will prepare a draft job description, which will be evaluated by the Joint Committee in the same manner as previously set forth. The new job description shall be forwarded to both the Union and Employer for comment.
- 28.09 In the event that the Joint Committee cannot reach consensus, the matter shall be referred to a single Arbitrator, who shall be jointly selected by the parties. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both parties.
- 28.10 The employer and the Union shall be in attendance at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

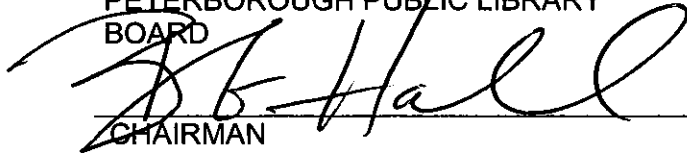
#### ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE

- 29.01 A Joint Labour/Management Committee will be established, based on the assumption and with the expectation that mutual benefit can be derived from joint consultation. The Committee will be comprised of two (2) representatives from the Union and two (2) representatives of the Employer. A representative of each party shall be designated as a joint chairperson, and the two (2) persons so named shall preside over alternate meetings.
- 29.02 The Joint Labour/Management Committee shall deal with problems arising from the day-to-day administration of this Collective Agreement, as well as any specific issues, which may be referred to it by the express provisions of this Collective Agreement. Regarding the day-to-day administration of the Collective Agreement, the Committee shall normally function in an advisory capacity only, and it does not have the power to alter or amend in any way the express terms of this Collective Agreement. The Committee shall have the powers, however, to interpret the provisions of this Collective Agreement. Neither the Union nor the Employer shall act in a manner contrary to the recommendations or interpretations of the Committee without having first informed both the Committee and the other party of its intention to do so. Recommendations and interpretations must be expressed in writing, signed by each co-chairperson, and ratified by the parties before they are operative.

IN WITNESS WHEREOF, the Employer and the Union have caused this instrument to be executed by their proper respective officers hereunto the day and year shown below.

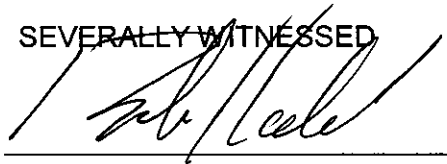
Signed this 1st day of March, 2010

PETERBOROUGH PUBLIC LIBRARY  
BOARD

  
CHAIRMAN

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

SEVERALLY WITNESSED



  
MAYOR

  
CLERK

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1883

  
PRESIDENT

  
RECORDING SECRETARY





  
NATIONAL REPRESENTATIVE

### Salary Schedule for CUPE Local 1833

2010-2012

(Note: Biweekly Salary for all Jobs except Chief Custodian are based on 70 hours, biweekly.

Biweekly % and annual salaries for illustrative purposes only. Actual payroll figures may vary slightly due to rounding.

Job Class	Level	2.0%			2.15%			2.25%		
		2010 Hourly	2010 Bi-weekly	2010 Salary Annual	2011 Hourly	2011 Bi-weekly	2011 Salary Annual	2012 Hourly	2012 Bi-weekly	2012 Salary Annual
Pages	Start	\$10.62			\$10.85			\$11.09		
	Year 1	\$10.81			\$11.04			\$11.29		
	Year 2	\$11.07			\$11.31			\$11.56		
	Year 3	\$11.32			\$11.57			\$11.83		
	Year 4	\$11.60			\$11.85			\$12.12		
Caretaker	Start	\$15.36			\$15.70			\$16.05		
	Year 1	\$16.09			\$16.44			\$16.81		
	Year 2	\$16.81			\$17.17			\$17.56		
	Year 3	\$17.54			\$17.92			\$18.32		
	Year 4	\$18.26			\$18.65			\$19.07		
Clerk 1	Start	\$16.80	\$1,176.10	\$30,578.72	\$17.16	\$1,201.39	\$31,236.16	\$17.55	\$1,228.42	\$31,938.98
	Year 1	\$17.57	\$1,230.14	\$31,983.63	\$17.95	\$1,256.59	\$32,671.28	\$18.36	\$1,284.86	\$33,406.38
	Year 2	\$18.35	\$1,284.17	\$33,388.54	\$18.74	\$1,311.78	\$34,106.39	\$19.16	\$1,341.30	\$34,873.79
	Year 3	\$19.13	\$1,339.05	\$34,815.40	\$19.54	\$1,367.84	\$35,563.93	\$19.98	\$1,398.62	\$36,364.12
	Year 4	\$19.90	\$1,393.09	\$36,220.31	\$20.33	\$1,423.04	\$36,999.04	\$20.79	\$1,455.06	\$37,831.52
Library Technician Part Time	Start	\$20.82	\$1,457.26	\$37,888.64	\$21.27	\$1,488.59	\$38,703.24	\$21.74	\$1,522.08	\$39,574.07
	Year 1	\$21.51	\$1,505.38	\$39,139.88	\$21.97	\$1,537.75	\$39,981.39	\$22.46	\$1,572.35	\$40,880.97
	Year 2	\$22.19	\$1,553.51	\$40,391.13	\$22.67	\$1,586.91	\$41,259.54	\$23.18	\$1,622.61	\$42,187.88
	Year 3	\$22.90	\$1,603.32	\$41,686.28	\$23.40	\$1,637.79	\$42,582.54	\$23.92	\$1,674.64	\$43,540.64
	Year 4	\$23.63	\$1,653.98	\$43,003.38	\$24.14	\$1,689.54	\$43,927.96	\$24.68	\$1,727.55	\$44,916.34
Librarian 1	Start	\$22.02	\$1,541.68	\$40,083.81	\$22.50	\$1,574.83	\$40,945.61	\$23.00	\$1,610.26	\$41,866.89
	Year 1	\$22.84	\$1,599.10	\$41,576.52	\$23.34	\$1,633.48	\$42,470.42	\$23.86	\$1,670.23	\$43,426.00
	Year 2	\$23.66	\$1,656.51	\$43,069.24	\$24.17	\$1,692.12	\$43,995.23	\$24.72	\$1,730.20	\$44,985.12
	Year 3	\$24.47	\$1,713.08	\$44,540.00	\$25.00	\$1,749.91	\$45,497.61	\$25.56	\$1,789.28	\$46,521.31
	Year 4	\$25.29	\$1,770.49	\$46,032.72	\$25.84	\$1,808.55	\$47,022.42	\$26.42	\$1,849.25	\$48,080.43
Clerk 2 Library Technician Full Time	Start	\$20.62	\$1,443.75	\$37,537.41	\$21.07	\$1,474.79	\$38,344.46	\$21.54	\$1,507.97	\$39,207.21
	Year 1	\$21.40	\$1,497.78	\$38,942.32	\$21.86	\$1,529.98	\$39,779.58	\$22.35	\$1,564.41	\$40,674.62
	Year 2	\$22.16	\$1,550.97	\$40,325.28	\$22.63	\$1,584.32	\$41,192.27	\$23.14	\$1,619.97	\$42,119.10
	Year 3	\$22.94	\$1,605.85	\$41,752.14	\$23.43	\$1,640.38	\$42,649.81	\$23.96	\$1,677.29	\$43,609.43
	Year 4	\$23.71	\$1,659.89	\$43,157.05	\$24.22	\$1,695.57	\$44,084.92	\$24.77	\$1,733.72	\$45,076.83
Chief Custodian	Start	\$21.14	\$1,691.49	\$43,978.67	\$21.60	\$1,727.85	\$44,924.21	\$22.08	\$1,766.73	\$45,935.00
	Year 1	\$21.77	\$1,741.66	\$45,283.22	\$22.24	\$1,779.11	\$46,256.81	\$22.74	\$1,819.14	\$47,297.59
	Year 2	\$22.42	\$1,793.77	\$46,637.96	\$22.90	\$1,832.33	\$47,640.67	\$23.42	\$1,873.56	\$48,712.59
	Year 3	\$23.06	\$1,844.91	\$47,967.60	\$23.56	\$1,884.57	\$48,998.91	\$24.09	\$1,926.98	\$50,101.38
	Year 4	\$23.71	\$1,897.01	\$49,322.34	\$24.22	\$1,937.80	\$50,382.77	\$24.77	\$1,981.40	\$51,516.38
Clerical Supervisor	Start	\$31.04	\$2,172.51	\$56,485.29	\$31.70	\$2,219.22	\$57,699.73	\$32.42	\$2,269.15	\$58,997.97
	Year 1	\$31.88	\$2,231.61	\$58,021.91	\$32.57	\$2,279.59	\$59,269.39	\$33.30	\$2,330.88	\$60,602.95
	Year 2	\$32.74	\$2,291.56	\$59,580.48	\$33.44	\$2,340.83	\$60,861.47	\$34.19	\$2,393.49	\$62,230.85
	Year 3	\$33.58	\$2,350.66	\$61,117.10	\$34.30	\$2,401.20	\$62,431.12	\$35.07	\$2,455.22	\$63,835.82
	Year 4	\$34.43	\$2,409.76	\$62,653.72	\$35.17	\$2,461.57	\$64,000.78	\$35.96	\$2,516.95	\$65,440.80
Librarian 2	Start	\$31.06	\$2,174.20	\$56,529.20	\$31.73	\$2,220.95	\$57,744.58	\$32.44	\$2,270.92	\$59,043.83
	Year 1	\$31.90	\$2,233.30	\$58,065.82	\$32.59	\$2,281.32	\$59,314.23	\$33.32	\$2,332.65	\$60,648.80
	Year 2	\$32.75	\$2,292.40	\$59,602.44	\$33.45	\$2,341.69	\$60,883.89	\$34.21	\$2,394.38	\$62,253.78
	Year 3	\$33.59	\$2,351.50	\$61,139.06	\$34.32	\$2,402.06	\$62,453.55	\$35.09	\$2,456.11	\$63,858.75
	Year 4	\$34.43	\$2,409.76	\$62,653.72	\$35.17	\$2,461.57	\$64,000.78	\$35.96	\$2,516.95	\$65,440.80
Librarian 3	Start	\$35.72	\$2,500.27	\$65,006.93	\$36.49	\$2,554.02	\$66,404.58	\$37.31	\$2,611.49	\$67,898.88
	Year 1	\$36.55	\$2,558.52	\$66,521.60	\$37.34	\$2,613.53	\$67,951.81	\$38.18	\$2,672.34	\$69,480.73
	Year 2	\$37.39	\$2,617.62	\$68,058.22	\$38.20	\$2,673.90	\$69,521.47	\$39.06	\$2,734.07	\$71,085.70
	Year 3	\$38.24	\$2,676.72	\$69,594.84	\$39.06	\$2,734.27	\$71,091.13	\$39.94	\$2,795.80	\$72,690.88
	Year 4	\$39.07	\$2,734.98	\$71,109.51	\$39.91	\$2,793.78	\$72,638.36	\$40.81	\$2,856.64	\$74,272.72

Appendix A- Grandparent Clause – Laura Gardner

**LETTER OF UNDERSTANDING**

**Between**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1833**

**RE: Laura Gardner**

The parties hereby agree that Laura Gardner is “grandparented” for the purpose of her vacation entitlement. For clarity, Laura Gardner shall not lose her current entitlement for three (3) weeks vacation as a result of the changes to Article 17.05.

Resigned this 7<sup>th</sup> day of February 2010, at the City of Peterborough.

**For the Canadian Union of Public  
Employees - Local 1833**

**For the Corporation of the City of  
Peterborough**

<u>M. [Signature]</u>	<u>Bob Hill</u>
<u>Laven Bessop</u>	<u>Cathy [Signature]</u>
<u>Patricia Sheffield</u>	<u>B. F. Hall</u>
<u>Melaine Anderson</u>	<u>Betty Rogers</u>
<u>Alison [Signature]</u>	<u>Betty Kay Murray</u>



APPENDIX B – Re: Christine Sieber

**LETTER OF AGREEMENT**

**B E T W E E N :**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its  
LOCAL 1833**

The parties agree with out prejudice or precedent to future negotiations to the following arrangements governing the employment of the Christine Sieber:

The parties agree to grandfather the working arrangement currently established for Christine Sieber, as follows:

Ms. Sieber will be permitted to work as a full time Employment Counsellor in the Social Services **Division**, as well as continuing to work as a part-time Library employee with the Peterborough Public Library, for the duration of this Collective Agreement.

Ms. Sieber's hours of work will be restricted to forty-four (44) hours per week. Premium pay for overtime will not apply until the Employment Standards threshold of forty-four (44) hours per week has been exceeded.

Should the employee resign either position, or should her employment in either position be terminated by the employer, such resignation or termination shall be in accordance with the applicable Collective Agreement.

All benefits will be based on the provisions of the CUPE Local 126 Collective Agreement.

Resigned and Dated this 17<sup>th</sup> day of February 2010, at the City of Peterborough.

**For the Canadian Union of Public  
Employees - Local 1833**

**For the Corporation of the City of  
Peterborough**

M. Baird  
Karen Brasher  
Patricia Hoppfeld  
Melanie Anderson  
Alison Davidson

Bob Heddel  
Cathy Boyd  
B. Hall  
Betty Rogers  
Betty Kay Murray

Originally signed 2005

Appendix C – Scheduling Committee

**LETTER OF UNDERSTANDING**

**Between**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1833**

**RE: Scheduling Committee**

- (a) The parties agree that the Labour Management Committee, which may be expanded to three (3) representatives each, shall meet to discuss and develop the principles for scheduling.
- (b) At least one (1) of the Management representatives shall be from Human Resources.
- (c) The Committee shall endeavour to provide recommendations pertaining to:
  - i) Identification of what is considered a pre-scheduled shift, a call-in shift, and a last-minute call in;
  - ii) An accessible record of how shifts are assigned, including shifts signed-up for, shifts offered and shifts ultimately taken;
  - iii) An electronic version of the most recent amended schedule available from outside the Library; and
  - iv) Any other definitions and processes the committee deems appropriate.
- (d) The parties agree to continue meeting as needed through the term of this Collective Agreement.

Dated this 17<sup>th</sup> day of February, 2010, at the City of Peterborough.

**For the Canadian Union of Public  
Employees - Local 1833**

M. Mulvaney  
Laura Besscher  
Patricia Scofield  
Melaine Anderson  
Allison Davidson

**For the Corporation of the City of  
Peterborough**

Paul Kidd  
Cathy Gray  
B. B. Hall  
Becky Rogers  
Betty Kay Murray

Appendix D – Roles of Supervisors

**LETTER OF UNDERSTANDING**

**Between**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1833**

The Parties agree to meet as early as possible after ratification to discuss the roles and responsibilities of Supervisors with the Union at the Library.

Dated this 17<sup>th</sup> day of February, 2010, at the City of Peterborough.

**For the Canadian Union of Public  
Employees - Local 1833**

**For the Corporation of the City of  
Peterborough**

M. Embri

Bl. Hidd

Loren Bessich

Cathy Hoop

Patricia Hoffield

B. F. Hall

Melanie Anderson

Beeby Rogers

Alison Davidson

Betty Kay Murray

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