

COLLECTIVE AGREEMENT

BETWEEN

THE NEPEAN PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2504

EFFECTIVE: 1 January 2000 to 31 December 2000

SYNDICATE	City
EFF.	2000 01 01
TERM.	2000 12 31
No. OF EMPLOYEES	110
NOMBRE D'EMPLOYÉS	df

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COLLECTIVE AGREEMENT

Between

THE NEPEAN PUBLIC LIBRARY BOARD

(Hereinafter referred to as the
"Employer") of the First Part,

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL, 2504

(Hereinafter referred to as the "Local") of the Second Part,

WITNESSETH that, in consideration of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The intent and purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and the Employees represented by the Local. It is the responsibility of the Nepean Public Library Board and its Employees to provide the community with a high quality and efficient library service.

ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes C.U.P.E. Local 2504 as the sole Collective Bargaining agent for Employees employed by the Nepean Public Library in the City of Nepean, Ontario, as Employees in the classifications listed in Appendix "A" attached hereto. The Bargaining Unit will include all Employees of the employer, save and except the:

Executive Director
Administrative Assistant to Executive Director
Deputy Director
Manager, Financial Services
Coordinator, Automated and Technical Services
Manager, Popular Collections
Manager, Information Services
Manager, Technical Services
Coordinator, Central Library Services
Coordinator, Community Library Services
Branch Library Managers

In the event that the Employer creates a new position that is judged to fall outside the jurisdiction of the Local, or alters duties of a position currently within the Bargaining Unit to the extent that the Employer judges the position to no longer be under the jurisdiction of the Local, the Employer and the Local shall meet to discuss such action. If agreement is not reached in these discussions, the matters in dispute may be submitted to Arbitration by the Local within twenty (20) working days after the meeting at which either party declares an impasse.

2.02 **Job Security**

In order to provide job security for the members of the Bargaining Unit, persons who are not in the Bargaining Unit shall not perform any work normally done by Employees in the Bargaining Unit that would result in the release or lay-off of current Employees. There shall be no reduction in the current number of bargaining unit positions as a result of the use of volunteers.

2.03 **Contracting Out**

The Employer agrees that the contracting out of work or services normally performed by members of the Bargaining Unit shall not result in any lay-off, or reduction of hours or pay, for the members, of the Bargaining Unit.

2.04 **Application of Collective Agreement to Full-Time and Part-Time Employees**

Unless otherwise stated, all articles in this Collective Agreement shall apply to Full-time and Part-time Employees represented by the Local.

2.05 **Categories of Employment**

A "Full-Time" Employee is one who normally works more than thirty (30) hours per week.

A "Part-Time" Employee is one who normally works thirty (30) hours or less per week.

A "Page" is a sub-category of part-time Employees and shall receive **only** the benefits **as** defined in the Employment Standards Act of Ontario.

ARTICLE 3 INFORMATION AND FACILITIES

- 3.01 Rules, regulations and policies which affect members of the Bargaining Unit shall not be deemed to be in effect until posted with a copy sent to the Local.
- 3.02 The Employer shall provide Local Bulletin Boards which shall be placed so that all Employees will have access to them and upon which the Local shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- 3.03 The Employer shall permit the Local the use of meeting facilities for meetings of the Local Executive and Local Committees and General Membership meetings, subject to prevailing Library regulations.
- 3.04 The Employer will supply to the Local current information respecting its payroll covering Employees under this Collective Agreement. Such information is to be supplied for the purpose of collective bargaining.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practice with respect to any Employee by reason of age, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status or by reason of membership or activity, or lack of same, in the Local.
- 4.02 Consistent with the need to effectively operate the system, it is agreed that it is the intent of the Employer not to restrict the employment or assignment of:
- (a) Persons who are physically handicapped or disabled, provided that such disability does not interfere with their ability to meet the necessary job requirements;
 - (b) Members of the same family, except where conflict of interest situations are created, and subject to the approval of the Executive Director.
- 4.03 Employees shall receive equal pay for work of equal value, regardless of their sex.
- 4.04 Formal complaints or allegations of harassment or discrimination should be reported to the Deputy Director. All complaints shall be treated in confidence. The Deputy Director shall investigate the allegation and determine the merit of the complaint and the appropriate action.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Local recognizes the right and obligation of the Employer to:

- (a) hire, promote, transfer, demote, lay-off Employees, classify positions, maintain order and efficiency.
- (b) suspend, discharge or otherwise discipline Employees for just cause subject to the right of the Employee concerned to lodge a grievance under the orderly procedure outlined in this Agreement.
- (c) make and alter, from time to time, reasonable rules and regulations to be observed by the Employees.

The Employer agrees that these rights and obligations shall not be exercised in a manner which is inconsistent with the provisions of the Collective Agreement.

ARTICLE 6 LOCAL/EMPLOYER RIGHTS AND RESPONSIBILITIES

6.01 The Local and the Employer shall each have the right at any time to have the assistance of outside counsel when dealing or negotiating with each other.

6.02 The Local and the Employer recognize and accept the provisions of this Agreement as binding upon themselves, each of their duly authorized officers, representatives and Employees represented by the Local, and pledge that they and each of their duly authorized officers, representatives and Employees will observe the provisions of this Agreement.

6.03 The Employer acknowledges the right of the Local to appoint a Bargaining Committee not to exceed four **(4)** in number from among its members and shall recognize said Committee for the purpose of attending negotiating meetings with Employer representatives. The Local will notify the Employer of the names of the members of its Bargaining Committee, both current and **as** revised. The Local also agrees to provide The Employer with a list of Local Officers, both current and **as** revised. Likewise, the Employer agrees to provide the Local with the names of its Bargaining Committee members and its Management personnel.

6.04 **Labour-Management Committee**

- (a) A Labour-Management Committee shall meet a minimum of four (4) times each year unless otherwise mutually agreed upon by the parties of this Agreement. It shall consist of a maximum of five (5) representatives from each party.
- (b) The Committee shall not have the power to add, amend, delete or change any **part** of the Collective Agreement or to deal with any matter which is properly the subject of collective bargaining negotiations or of grievance and arbitration proceedings.
- (c) The Committee shall not supersede the activities of any other Committee of the Local or of the Employer and does not have the power to bind either the Local or its members or the Employer to any decisions or conclusions reached in its meetings. The Committee shall have the power to make recommendations to the Local and the Employer with respect to its discussions and conclusions.

6.05 **Local Activity**

The Local agrees that membership solicitation and other Local activities not pertaining to this Agreement will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in, unless expressly agreed to by the Executive Director or Deputy Director.

6.06 **Discipline**

Whenever the Employer deems it necessary to censure an Employee in a manner indicating that further disciplinary action may follow any repetition of the act complained of or omission referred to, or may follow if such Employee fails to correct the situation by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Employee with a copy to the President of the Local. After twenty-four (24) months an Employee may apply to have a written warning removed from his/her Personnel File. Removal of such written warning from the Employee's file shall be subject to the discretion of the Executive Director.

6.07 **Suspension and Discharge**

When an Employee is suspended or discharged after the completion of the probationary period, such suspension or discharge and the reasons therefore, will be confirmed in writing to the Employee, with a copy to the President of the Local, within two (2) working days. In the case of suspension, the length of the suspension shall be stated.

o.08 **Employer/Employee Meetings**

Employees attending at Grievance, Arbitration, Negotiation/Conciliation meetings, or other Employer/Employee meetings mutually convened by the parties during their normal working hours will be paid **as** if they were performing their normal duties, but in no event will an Employee so involved be eligible to receive any form of overtime compensation or extra time off or any other form of pay for time spent in such proceedings which might extend beyond normal working hours or take place on days off, during vacations, or on statutory holidays.

6.09 **Right to Have Steward Present**

An Employee shall have the option to have his or her Steward present during any discussion with supervisory personnel involving suspension, discharge or complaints or allegations of harassment or discrimination.

ARTICLE 7 DUES CHECK-OFF

7.01 The Employer agrees to deduct from every Employee within the Bargaining Unit, **as** a condition of employment, dues in accordance with The Union Constitution.

Deductions from the Employee's pay shall commence at the beginning of the first pay period **and** shall be made for each pay **period** thereafter and shall be remitted to the Local by the 15th day of the month following the deductions.

It is agreed that should the Local request a change in fee structure, the Employer shall put such change into effect ~~within~~ ninety (**90**) calendar days of authorization in writing.

7.02 The Employer shall make available, at the same time **as** remitting dues to the Local, a list stating the name, job title, classification, amount of dues deducted, and date of appointment of each new Employee.

7.03 The Employer shall report annually the amount of Union Dues paid by each Local Member on the Revenue Canada Taxation Statement of Remuneration Paid (T-4 Supplementary). Should Revenue Canada Taxation require the removal of this information from this form, the Employer shall comply.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 For the purpose of this Agreement, grievance shall mean any difference or dispute between the Employer and any Employee covered by this Collective Agreement or between the Employer and the Local concerning the interpretation, application, administration, or alleged violation of this Collective Agreement or any disciplinary sanctions, including any question as to whether a matter is grievable.

8.02 At each step of the grievance procedure, the grievor shall have the right to be present.

8.03 The employee shall have the right to be assisted and/or represented by the Local representative from within the bargaining unit at any stage of the grievance.

The Local Grievance Committee shall not exceed three (3) in number.

8.04 Categories of Grievances

(a) **Individual Grievance:** Any dispute affecting one Employee constitutes an Individual Grievance. This grievance will begin at Stage 1 of the Grievance Procedure.

(b) **Local Grievance:** Any dispute affecting a group of Employees, which is taken up on their behalf by the Local, constitutes a Local Grievance. This grievance will begin at Stage 2 of the Grievance Procedure. Any such grievance, in order to be valid, must be lodged within ten (10) working days of when the incident giving rise to the grievance would reasonably have become **known** to the Local or the Employee(s).

(c) **Policy Grievance:** Any dispute arising between the Employer and the Local on matters which involve the interpretation, application or administration of the Collective Agreement in whole or in part shall be termed a Policy Grievance. This grievance will begin at Stage 3 of the Grievance Procedure. Any such grievance, in order to be valid, must be lodged within ten (10) working days of when the incident giving rise to the grievance would reasonably have become known to the Local or the Employee(s).

8.05 By prior arrangement with the appropriate Manager/Designate, an Employee shall be permitted the required time off, without loss of normal pay, benefits or seniority, to process the grievance(s).

8.06 The following procedure shall be followed for the resolution of grievances:

Preliminary Stage: Prior to lodging a formal grievance with the Manager/Coordinator, the Employee shall first discuss the issue or disagreement with Manager/Designate and the Local Representative from within the Bargaining Unit.

Stage 1: If the matter is not resolved at the Preliminary Stage, the Employee may then lodge a grievance with the Manager/Designate. The grievance must be lodged with the Manager/Designate within ten (10) working days of when the incident giving rise to the complaint would reasonably have become known to the Employee. Failing settlement at this stage within six (6) working days, then Stage 2 may be invoked.

Stage 2: If the matter is not resolved at Stage 1, the grievance may be referred to the Deputy Director. The Deputy Director must receive the grievance within six (6) working days after the decision was or ought to have been rendered at Stage 1. Failing settlement at this stage within six (6) working days, then Stage 3 may be invoked.

Stage 3: If the matter is not resolved at Stage 2, the grievance may be referred to the Executive Director. The Executive Director must receive the grievance within six (6) working days after the decision was or ought to have been rendered at Stage 2. The Executive Director shall discuss the grievance with representatives of the Local within (10) working days of the receipt of the grievance, and shall render a decision within ten (10) working days of this discussion. Failing settlement at this stage, then Stage 4 may be invoked.

Stage 4: If the matter is not resolved at Stage 3, the grievance may be referred to Arbitration. This referral must take place within twenty (20) working days of when the Executive Director's response was or ought to have been received. In such event, Arbitration shall proceed in accordance with Article 9 of this Collective Agreement.

8.07 An Employee, after they have completed their probationary period, in the event of a suspension or discharge may, with the support of the Local, initiate a grievance at Stage 3 of the Grievance Procedure. Such grievance must be filed within six (6) working days after the suspension or discharge takes place.

8.08 Save and except Preliminary Stage, grievances and replies to grievances shall be in writing.

8.09 The time limits in both the Grievance and the Arbitration Procedures may be extended by the written consent of the parties to this Agreement.

8.10 At any stage of the Grievance or Arbitration Procedure, the Local may have the assistance of the Employee(s) concerned, or other individuals as witnesses, and all reasonable arrangements

will be made to permit the Local to have such access to the Employer's premises as will permit viewing of working conditions and documentation pertinent to the grievance.

- 8.11** When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by the representatives of both parties. Copies shall be circulated to the grievor, the Local Grievance Committee and to the Employer.
- 8.12** For the purpose of this Article, and to facilitate access to the Administrative/Human Resources Offices, working days shall mean Monday to Friday from 8:30 a.m. to 4:30 p.m.

ARTICLE 9 ARBITRATION

- 9.01** When a grievance is to be submitted to Arbitration, advice to this effect shall be made in writing and within six (6) working days each party shall notify the other of its Nominee. The Nominees shall attempt to select, by agreement, a Chair of the Arbitration Board. If they are unable to agree upon a Chair within a further period of six (6) working days, they shall then request the Ontario Minister of Labour to appoint a Chair.
- 9.02** Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly share the expense of the Chair of the Arbitration Board.
- 9.03** The Arbitration Board shall not be empowered or authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, or amend any part of this Agreement, and shall deal only with differences between the parties arising from an alleged violation of this Agreement. However, due consideration may be given to overriding provincial statutes where the rights granted under the statutes have not been expressly waived in this Agreement.
- 9.04** The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision.
- 9.05** **Alternate Arbitration Procedure**

The Employer and the Local recognize the right of either party to refer a grievance to a single arbitrator in accordance with the Labour Relations Act of Ontario. If either party opts for this alternative, it will advise the other party in writing of its intention in accordance with the time limits specified in Stage 4 of the Grievance Procedure.

ARTICLE 10 JOB DESCRIPTIONS

- 10.01 The Employer will provide the Secretary of the Local with a copy of the Job Description manual, including a statement of qualifications and salary scale, for all positions and classifications for which the Local is a bargaining agent. New or revised job descriptions shall be provided to the Secretary of the Local within 15 days of approval by the Executive Director.
- 10.02 New positions, revised job descriptions or elimination of positions shall not be implemented without prior discussion with the Local.

When the duties of any job are changed or increased, or where the Local and/or Employee feels a job is unfairly or incorrectly classified, the rate of pay and/or classification shall be subject to a classification review by the Job Evaluation Committee.

An Employee may initiate a review of his/her classification prior to April 1 or September 1 (application deadline) of any year. **An** incumbent, if he/she so requests, may make a personal presentation to the Job Evaluation Committee.

The Job Evaluation Committee shall be composed of two (2) members of Management and two (2) representatives of the Local. All members of the Job Evaluation Committee shall be trained in job evaluation, along with one (1) alternate representative of the Local.

If a majority decision is not reached by the Job Evaluation Committee, the matter will be referred to the Executive Director for final resolution. After discussing the matter with the Job Evaluation Committee, the Executive Director shall render a decision within ten (10) working days of that discussion.

Written documentation of the results of the classification review shall be forwarded to the Employee(s) involved within ten (10) days of the decision unless mutually agreed.

Any increased rate shall be effective on January 1 or July 1, following the Employer's decision to reclassify. Should the Job Evaluation Committee's decision be made later than the next effective date (January 1 or July 1), the increased rate will be retroactive to the effective date following the application deadline.

Classifications shall not be the subject of grievances, but may be the subject of negotiations in the next round of negotiations.

ARTICLE 11 SENIORITY

11.01 Full-Time Employees

Seniority for Full-Time Employees is defined **as the** length of continuous service with the Employer.

Part-time Employees shall accumulate seniority from their date of hiring on an hour-for-hour basis. Pro-rated seniority will accrue during approved vacation leave.

Seniority shall operate on a system-wide basis. On completion of the probation period, seniority shall be effective from the original date of hiring.

11.02 Seniority will be deemed to be broken if **an Employee:**

- (a) Voluntarily leaves the bargaining unit.
- (b) is discharged and such discharge is not reversed;
- (c) is laid-off or on leave of absence without pay for a period in excess of one (1) year;
- (d) fails following a lay-off to return to work within fifteen (15) working days after being notified by registered mail to do so, unless through sickness or other good cause of which immediate notification is given to the Employer. Such notification shall apply only to a recall for a period in excess of two (2) weeks. ,It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address.
- (e) **Full Time** - has been declared permanently disabled and/or 24 months' of Long Term Disability has elapsed.

Part Time -

(LTD) has been declared permanently disabled and/or 24 months' of Long Term Disability **has** elapsed.

Part-Time -

(No LTD) exhausts Short-Term disability benefit, sick leave bank and 24 months leave without pay has elapsed.

11.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced, total credited hours and equivalent full-time weeks, including leave-without-pay and vacation credits

A copy of the list shall be sent to the President of the Local and posted on all Local Bulletin Boards each January and July.

11.04 In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all Employees with the new employer if within its power to do so.

11.05 **Leave Without Pay Other Than Maternity or Adoption Leave**

An Employee who is on a leave without pay shall for a period up to and including four (4) consecutive calendar weeks shall continue to accrue seniority. Beyond four (4) consecutive calendar weeks, seniority shall no longer accrue and seniority that accrued during the initial four (4) consecutive calendar weeks, shall be revoked.

ARTICLE 12 PROBATIONARY PERIOD

12.01 **All Employees who are normally scheduled more than ten (10) hours a week** will be considered on probation for a maximum of the first six (6) months of service, unless extended up to a total of nine (9) months by mutual agreement.

Other Employees will be considered on probation for a maximum of the first nine (9) months of service unless extended up to a total of twelve (12) months by mutual agreement.

During the probationary period Employees shall be entitled to all rights and benefits of this agreement except with respect to discharge.

12.02 It is understood that an Employee on probation may be released at any time without recourse to the Grievance Procedure and without the necessity of the Employer demonstrating just and sufficient cause for such release.

ARTICLE 13 LAY-OFF AND RECALL PROCEDURE

13.01 The Employer and the Local recognize that job security shall increase in proportion to length of service. When it has been determined that lay-offs are to take place, the Employer and the Local shall meet to discuss the full details of the impending lay-off. There shall be no lay-off **from** the Bargaining Unit until a reasonable attempt has been made to make the necessary reductions in the work force through attrition subject to the exigencies of the operation. When

lay-off occurs, Employees will be laid-off in the reverse order of their seniority within their position. Employees with the required seniority may bump an Employee with lower seniority, in a position of equal or lesser classification, providing they are qualified to do the work. Employees will be recalled in the order of their seniority providing they are qualified to do the work.

- 13.02 Employees who are released under the lay-off provisions of this Agreement shall be eligible for the following, based on the provisions of Article 11.
- (a) more than two (2) years' service: one (1) month written notice, or pay in lieu thereof;
 - (b) two (2) years or less: in accordance with the Employment Standards Act of Ontario.
- 13.03 No new Employees will be hired to fill positions vacated by lay-off until those who have been laid-off for a period of less than one (1) year have been given an opportunity for re-employment, consistent with the provisions of Article 11.03(c).

ARTICLE 14 PROMOTIONS AND TRANSFERS

- 14.01 In the case of promotions and transfers, ability to **do** the job, possession of required qualifications, job performance and work record, shall be the governing factors, with due attention to educational **and** technical qualifications. Where these things are relatively equal, seniority shall be the determining factor.
- 14.02 Employees who have been promoted or transferred shall be subject to a trial period of three (3) months in their new positions. This period may be extended by a further three (3) months by mutual consent of the Employer and the Employee.
- 14.03 A promotion to a position in a higher classification will be accompanied by an increase to the minimum salary provided for that position or to the next higher step above the promotee's existing salary at not less than five (5) percent.
- 14.04 It is understood that should a promoted or transferred Employee show indication of failing to fulfill the duties **and** responsibilities of the **new** position, the Employee shall receive written warning no later than half-way through the trial period, so that the Employee may be given adequate opportunity to improve performance.
- 14.05 The Secretary of the Local shall be notified in writing within seven (7) working days of all promotions, demotions, transfers, hirings, acting appointments, layoffs, recalls and terminations **of** employment which affect the Bargaining Unit.

The Employer shall post the name of the successful candidate for all posted competitions on all official bulletin boards within seven (7) working days.

- 14.06 (a) The terms of any acting appointment, including the period of the appointment, will be specified by the Employer in writing by the Deputy Director to the Employee.
- (b) The salary for an acting appointment to a position of higher responsibility shall be at the "A" level salary provided for that classification or 5% over and above the Employee's salary, whichever is greater and shall not be less than the Employee would have received under Article 14.03. The higher salary is to be paid only after the incumbent has occupied the position for a period of three (3) consecutive weeks at which time the Employee shall be paid at the higher rate retroactive to the date of appointment. **An** acting appointment shall not exceed nine (9) months unless agreed to by the Local.
- 14.07 When an Employee accepts any position, including acting, at a lower classification, the Employee will be paid one step above on the salary grid of the new position than the step on which the Employee had been in the former position. If the Employee was at the end rate of the former position, payment will be at the end rate of the new position.
- 14.08 Where a Part-Time Employee is assigned temporarily in writing by the Deputy Director to hours of work different from or additional to the Employee's core hours for a period greater than three (3) weeks, all hours scheduled shall be subject to payment under Short Term Disability. Entitlement to such is according to Article 17.01. If the scheduled hours exceed twenty (20) hours per week under the temporary assignment, the Employee is not entitled to Long Term Disability."

ARTICLE 15 POSTING OF VACANCIES

- 15.01 The parties recognize the principle of providing opportunities to Employees for advancement in line with their ability to do the job, possession of required qualifications, job performance, work record and seniority.
- 15.02 The Employer agrees to post notices for ten (10) consecutive calendar days of all vacancies within the jurisdiction of the Bargaining Unit. Such postings shall apply to permanent vacancies or temporary vacancies in excess of 6 months only.

This article shall not apply when Article 14.02 applies.

ARTICLE 16 STATUTORY AND DECLARED HOLIDAYS

16.01 The following days shall be recognized **as** paid holidays for Full-Time Employees

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	December 24
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

plus any other day(s) or **part** day(s) proclaimed as holiday(s) by the Federal, Provincial or Municipal Governments.

16.02 Part-Time Employees will be entitled to Statutory Holidays with pay in accordance with the Employment Standards Act and Regulations of Ontario. Part-Time Employees shall be entitled to three (3) additional paid holidays (Easter Monday, Civic Holiday, and December 24).

16.03 When a holiday falls on a day which is a regular day off the Employee may take equivalent time off within five days (5) prior or within sixty (60) calendar days following; with such periods of time off to be approved by the manager. If it is not feasible for the Employer to grant compensatory time off within the sixty (60) calendar day period, the Employee shall be reimbursed at a rate of time and one half (1-1/2).

Notwithstanding the above, the Employer can schedule a maximum of two (2) Automated & Technical Services Employees to work on the designated holiday for which the Library is open.

16.04 For all Employees who are members of religious groups which have special observances on days other than the holidays listed above, the Employer, upon request, may arrange the schedule so that Employees may absent themselves on their own time. The Employer shall, whenever possible, allow these Employees to make up the lost time.

ARTICLE 17 SICK LEAVE - Wage Replacement Program

17.01 Short Term Illness or Injury Defined

Short Term illness or injury means the period of time an Employee **is** absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.02 **Deductions from Sick Leave** (This shall apply to any shift for which an Employee may be scheduled for.)

Absence on account of illness for less than one-half (1/2) scheduled shift shall not be deducted as sick leave. Absence for one-half (1/2) scheduled shift or more and less than a full shift shall be deducted as one-half (1/2) day (shift).

17.03 **Proof of Illness**

An Employee may be required to produce a certificate from a qualified medical physician for any illness certifying that such Employee is unable to carry out the duties due to illness. This certificate should indicate the Employee's work restrictions and capabilities, the duration of work restrictions, and the probable date of return to regular or modified work.

Where the Employer has reasonable grounds to do so, an Employee may be required to undergo a medical examination by a qualified medical physician selected by the Employer at the Employer's initiative and expense (unless expense covered by O.H.I.P.). The qualified medical physician shall release to the Employer the Employee's work restrictions and capabilities, the duration of work restrictions, and the probable date of return to regular or modified work. Access to health records shall require the Employee's consent unless otherwise permitted by legislation, tribunal or court order.

17.04 **Sick Leave During Leave of Absence**

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the Employee shall retain the cumulative sick leave credit under previous accumulated sick leave plan, if any, existing at the time of such leave or layoff.

17.05 **Sick Leave Records**

A record of all unused sick leave under the previous accumulated sick leave plan will be kept by the Employer. Employees are to be advised, on a yearly basis, of the amount of sick leave accrued to their credit.

17.06 **Death Benefit**

In the event of death all accumulated sick leave under the previous accumulated sick leave plan shall be paid in the form of a cash bonus to the Employee's estate.

17.07 Retirement Allowance

On retirement, (after 5 consecutive years' service), an Employee having sick leave credit under the previous accumulated sick leave plan shall receive a salary grant in lieu thereof, equal to one-half (1/2) of such credit at the rate of pay effective immediately prior to retirement. Such amount shall in no case exceed six (6) months' pay.

17.08 Separation Allowance

Upon resignation or layoff beyond the recall period, an Employee who has been employed by the Employer for at least five (5) consecutive years shall receive a salary grant equal to one-half (1/2) of sick leave credits under the previous accumulated sick leave plan at the normal rate of pay effective immediately prior to his/her resignation or layoff beyond the recall period. Such amount shall in no case exceed six (6) months' pay.

17.09 Optional Use of Existing Sick Leave Credits

An Employee may use existing sick leave credits under the previous accumulated sick leave plan to top-up the Short and Long Term Disability Plans (LTD to a maximum of 85%) and to offset the two (2) day waiting period in the Short Term Disability Plan.

17.10 Employer Notified

An Employee who is unable to report for work due to sickness and/or accident shall notify his/her immediate supervisor accordingly (or cause to be notified) prior to or at the time the Employee is scheduled to report for duty unless the Employee is unable to do so because of extenuating circumstances.

17.11 Short Term Disability Plan

All Employees who are absent from work and who are unable to perform their duties due to illness or injury shall be entitled to income protection, underwritten by the Employer, in accordance with the following schedule with all benefits to continue:

<u>Length of Continuous Calendar Service</u>	<u>Full Salary # of Weeks</u>	<u>75% Salary # of Weeks</u>
Less than 3 months	0	0
3 months but less than 6 months	1	16
6 months but less than 1 year	2	15
1 year but less than 1.5 years	3	14

1.5 years but less than 2 years	4	13
2 years but less than 2.5 years	5	12
2.5 years but less than 3 years	7	10
3 years but less than 3.5 years	9	8
3.5 years but less than 4 years	11	6
4 years but less than 4.5 years	13	4
4.5 years but less than 5 years	15	2
5 years and over	17	0

NOTE: Income protection is based on the core work week.

17.12 **Reoccurrences**

After the third absence period in any calendar year, the Employee will not receive pay for the first two (2) days of the fourth and subsequent absences. The Employer will institute a practice of having a joint review by the Manager, and the Executive Director in order to assess the merit of waiving the two day waiting period. This review will be conducted upon the request of any Employee. The Employee will have the option of having a Local representative present at the time this request is being made.

A calendar year is considered to be the twenty-six (26) or more payroll periods which are paid to an Employee in any calendar year.

17.13 **Long Term Disability Plan**

All Employees who normally work twenty (20) hours a week or more, from commencement of employment until termination are covered by a compulsory Long Term Disability Plan.

17.14 **Total Disability Defined**

An Employee is Totally Disabled if he/she is in a state of incapacity due to illness which:

1. While it continues during the Elimination Period and the following 24 months, prevents him/her from performing the essential duties of his/her own job at the onset of disability.
2. While it continues after such period, prevents him/her from earning at least 66 2/3% of his/her Basic Earnings at the beginning of his/her Elimination Period.

17.15 **Payment of Benefits**

If an Employee becomes totally disabled while insured, the carrier will pay a monthly indemnity benefit of 75% of the Employee's monthly basic earnings up to a maximum of \$3,500 until the earliest of the following:

1. The date the Employee ceases to be totally disabled;
2. The date the Employee is no longer under the care of a qualified medical practitioner;
3. The date the Employee reaches the Employer's official retirement age;
4. Refusal to be examined by a qualified medical practitioner appointed by the carrier.

The disability benefit paid by the carrier will be reduced by other benefits an Employee may receive from government sponsored plans, mandatory disability income benefits under provincial and federal legislation and other group insurance plans.

17.16 **Rehabilitation Benefit**

A disabled Employee will be encouraged to participate in a program of retraining, such as a period of part-time work, for the purpose of becoming capable of full-time or regular part-time employment. During this time period, an Employee may qualify for rehabilitation income if the program is approved in writing by the carrier. The rehabilitation income is available for a maximum of twenty-four (24) months beyond the elimination period.

17.17 **Family Illness**

Where no one else other than the Employee can provide for the needs during illness of an immediate member of the family residing with the Employee, a Full-Time Employee shall be entitled, after notifying the supervisor, to use his/her existing sick leave credits under the previous accumulated sick leave plan to a maximum of six (6) accumulated sick leave days per year for this purpose. Part-Time Employees shall be entitled to use three (3) days accumulated sick leave per year from his/her existing sick leave credits under the previous accumulated sick leave plan for this purpose.

- 17.18 All Employees shall be placed on ~~the~~ schedule (Article 17.11) in accordance with their length of continuous calendar service.

ARTICLE 18 BEREAVEMENT LEAVE

18.01 All Employees shall be granted bereavement leave. Such leave may be granted, without loss of salary or wages, for up to five (5) consecutive calendar days immediately following the death of the Employee's mother, mother-in-law, father, father-in-law, spouse, brother, brother-in-law, sister, sister-in-law, child, grandchild, or grandparent.

When applicable, such leave may also include additional travel time.

In other circumstances, Leave with Pay may be applied for and will be considered on the basis of the circumstances and merits of the request.

18.02 **An** Employee attending a funeral as a pallbearer or mourner shall be granted up to one-half (1/2) day leave, without loss of salary or wage.

ARTICLE 19 CHILD CARE LEAVE

19.01 **Child Care Leave**

General

Maternity/Adoption leave shall be granted to qualified Employees who have been continuously employed by the Library for at least 13 weeks and who apply for such leave in accordance with the Employment Standards Act and the Nepean Public Library's Policy and procedures.

In accordance with the Employment Standards Act the Employer shall continue to pay its share of the extended health care, dental and group life benefits during the period of leave and the Employee shall continue to accumulate seniority. Vacation shall be maintained and continue to accumulate during maternity/adoption leave. If **an** Employee takes leave during their probationary period, the probationary period shall be extended for the equivalent length of time of the leave.

Adoption Leave

The length of adoption leave shall not exceed 18 weeks and shall commence when the child (or children) comes into the care of the Employee.

Maternity Leave

The normal length of maternity leave shall be 17 weeks, but upon notification in writing (with 14 days notice of when parental leave shall commence) leave may be extended for a period of up to 18 weeks immediately following maternity leave.

An Employee wishing to shorten the duration of her maternity leave may do so by providing four weeks written notice.

After the two week waiting period, the Employer shall pay to an Employee with a minimum of 12 months seniority (at the time maternity leave commenced), a rate of pay equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and 75% of her regular rate of pay for a maximum period of 15 weeks.

Any period of maternity leave beyond 17 weeks shall be without pay.

To be eligible for payments provided for, the Employee shall sign an agreement with the Employer providing:

- a) that she will return to work and remain with the Employer for a period of at least one year after her return to work;
- b) that should she fail to return to work at the expiration of her leave or to remain in the employment of the Employer for the period in Clause (a) she will repay the amounts provided for in this article.

Additional Maternity Leave Provisions

The Employer and the Union desire to obtain the approval of the Canada Employment and Immigration Commission, hereinafter called the "Commission" for the maternity leave provisions of the Collective Working Agreement, hereinafter called the "Supplemental Unemployment Benefits Plan" or "SUB Plan".

The Employer and the Union hereby covenant and agree as follows:

- The objective of the Supplemental Unemployment Benefits Plan" or "SUB Plan" is to supplement the Employment Insurance benefits received by Employees of the Nepean Public Library for temporary unemployment caused by maternity leave.

- The Employees covered by the SUB Plan are all regular permanent Full-Time and permanent Part-Time Employees, C.U.P.E. Local 2504, Employees of the Nepean Public Library to whom the terms of the Collective Working Agreement apply.
- Employees must apply and be in receipt of employment insurance benefits before the SUB Plan benefits become payable.
- Employees do not have a right to SUB Plan payments except for supplementation of Employment Insurance benefits for the unemployment period **as** specified in the SUB Plan.
- The combined weekly level of Employment Insurance benefits, SUB Plan benefits and other earnings will not exceed 75% of the Employee's normal weekly earnings.
- The SUB Plan will commence January 1, 1997 and will continue for the term of this Collective Working Agreement.
- The SUB Plan is financed from the Employer's general revenues. A separate record of SUB Plan payments will be maintained by the Employer.
- The Employee must provide the Employer with proof that she is receiving Employment Insurance benefits.
- The Employer will use Employment and Immigration Canada Benefit Statements to verify that Employees are receiving Employment Insurance benefits or other earnings.
- Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB Plan. subject to (57 (13) (i) of the U.I. Regulations.)

19.02 A male Employee shall receive one (1) day Special Leave with pay on the birth of a child.

ARTICLE 20 SPECIAL LEAVE/LEAVE WITHOUT PAY

20.01 **Special Leave:** At the discretion of the Employer, **an** Employee may be granted Special Leave for legitimate reasons e.g. education, family leave, scheduled appointments, upon approval of the manager/designate. Employees are required to reimburse the Library for the time granted for Special Leave.

20.02 **Leave With Pay:** At the discretion of the Employer, an Employee may be granted Leave With Pay to assist in coping with domestic contingencies or unforeseen emergencies that affect the Employee or the Employee's immediate family.

20.03 **Leave Without Pay:** At the discretion of the Employer, **an** Employee may be granted Leave Without Pay for purposes other than those described above. If such leave is granted during the probationary or trial period, the period shall be extended for an equivalent time.

20.04 **Application for Leave:** The Employee shall submit a request for Leave to the Employer, outlining the reasons on the appropriate form. The Employee may withdraw the request for Leave at any time. The Employee shall be advised of the decision of the Employer at the earliest possible time.

ARTICLE 21 HOURS OF WORK

21.01 The normal hours of work for Full-Time Employees shall be seven (7) hours per day (thirty-five (35) hours per week).

Normally, during the period Sunday to Saturday, the five-day work week shall prevail unless otherwise agreed upon between the Employee(s) and the Employer.

21.02 Full-Time Employees on public service normally shall not be required to work more than two (2) evenings per week, one (1) in three Saturdays and one in four **(4)**Sundays.

A Full-Time Employee scheduled to work on a Sunday for 4.5 hours or more shall be paid a regular day's pay.

21.03 A Part-Time Employee may work additional hours providing those hours beyond thirty (30) are not permanently scheduled hours.

21.04 Unpaid lunch and dinner breaks are taken on the Employee's own time. Lunch and dinner breaks will be not less than one-half (1/2) hour and will be scheduled by the Employer.

Each Full-Time Employee is allowed a rest period of fifteen (15) minutes of the Employer's time per each half-day schedule, one (1) of **which** may be added to the unpaid lunch or dinner break at the discretion of the immediate supervisor.

A Part-Time Employee is allowed a rest period of fifteen (15) minutes of the Employer's time when scheduled to work four **(4)** or more hours but less than seven **(7)**. Part-Time Employees scheduled to work a full work day are allowed two **(2)** rest periods of fifteen (15) minutes of the Employer's time, one of which may be added to the unpaid lunch or dinner break at the discretion of the immediate supervisor.

ARTICLE 22 TEMPORARY EMPLOYEES

22.01 It is agreed that from time to time the Employer may find it necessary to hire temporary Employees in order to cover peak work periods, extended absences, vacations or other leaves and specific tasks, and such requirements are not subject to job postings. Before such persons are hired, the Employer will advise the Local in writing of the date of appointment **and** the duration.

The designation of a "temporary position" may be made for a maximum period of six (6) months. This period may be extended with the mutual consent of the parties to this agreement. A person appointed to a "temporary position" shall not be subject to the terms of the Collective Agreement.

ARTICLE 23 OVERTIME

23.01 **All** overtime must be authorized in advance by a manager. In an emergency when advance notice is not possible the Employee shall submit to the Employer a claim for overtime within two (2) working days of the overtime worked.

23.02 Overtime Rates

- (a) Authorization for overtime work may be granted for periods of one-half (1/2) hour or more per occasion;
- (b) Reimbursement for overtime for work performed beyond the normal work week (35 hours) will be at the rate of time and one-half (1-1/2) of hourly rate;
- (c) For pre-approved overtime only, when mutually agreed between the Employer and the Employee, compensatory time off for overtime may be taken at time and one half. If it is not feasible for the Employer to grant compensatory time off within sixty (60) calendar day period, the Employee shall be reimbursed at a rate of time and one half (1-1/2).
- (d) Employees required to work more than two (2) hours overtime beyond the Employee's regular daily scheduled hours shall be provided ~~with~~ a meal by the Employer or a cash payment in the amount of \$7.50.

23.03 **Call-Back**

A Full-Time Employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

A Part-Time Employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at regular rates.

ARTICLE 24 SALARY SCALES

24.01 Salary scales shall be in accordance with the Salary Schedule showing classifications set out in Appendix "A" and Appendix "B" of this Agreement.

24.02 An Employee who has left the employ of the Employer between the termination date of this Agreement and the signing date of the new Agreement shall be entitled to the full retroactivity of any increase in wages or **salary**.

The Employer shall only be responsible for contacting former Employees at their last known address.

ARTICLE 25 VACATION

25.01 The vacation year shall be from **January 1** to December 31, inclusive, of any given year.

25.02 **Accumulation of Vacation Leave**

A Full-Time Employee shall earn vacation leave credits for each calendar month during which the Employee receives pay for at least ten (10) days, at the following rate:

During 1st through 4th Year of Service	Accrue at rate of 1.25 days per month to a maximum of 15 working days.
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During 5th through 14th Year of Service	Accrue at rate of 1.67 days per month to a maximum of 20 working days.
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During 15th Year of Service	Accrue at rate of 1.75 days per month to a maximum of 21 working days.
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During 16th Year of Service	Accrue at rate of 1.83 days per month to a maximum of 22 working days.
During 17th Year of Service	Accrue at rate of 1.92 days per month to a maximum of 23 working days.
During 18th Year of Service	Accrue at rate of 2.0 days per month to a maximum of 24 working days.
During 19th Year of Service	Accrue at rate of 2.08 days per month to a maximum of 25 working days.
During 20th and subsequent Years of Service	Accrue at rate of 2.5 days per month to a maximum of 30 working days.

Vacation shall accrue while an Employee is on Short-term Disability or Workers' Compensation for less than 17 weeks. Vacation shall not accrue while an Employee is on Workers' Compensation beyond 17 weeks or on Long Term Disability.

In the event that a Part-Time Employee becomes a Full-Time Employee, continuous service as a Full-Time Equivalent will be calculated according to seniority credits. All outstanding Part-Time vacation time-off may not be carried over to the Full-Time position.

25.03 **Granting of Vacation Leave:**

- (a) An Employee's vacation shall normally be taken in the year in which the Employee becomes eligible for it. Employees with three (3) weeks vacation entitlement or more shall be entitled to carry-over a maximum of one year's vacation entitlement from one year to the next.
- (b) **An** Employee shall normally be entitled to take up to three (3) weeks of his/her vacation in an unbroken period. Approval of vacation periods of greater than three (3) weeks continuous duration shall be at the discretion of the Executive Director. Applications for such extended vacation periods will be considered on the basis of the circumstances and merits of the request. Such approval shall not be unreasonably withheld.
- (c) Employees' vacation preferences for the period from June 1 to December 31 shall be communicated to the Employer, in writing, no later than April 1, and the Employer shall confirm the vacation timetable for this period by April 15.

- (d) Employees' vacation preferences for the period from January 1 to May 31 shall be communicated to the Employer, in writing, no later than September 1, and the Employer shall confirm the vacation timetable for this period by September 15.
- (e) Preference in the choice of vacation dates will be determined on the basis of seniority within the Department/Section/Location, provided that the time requirements are met. Vacation requests received after the deadlines set forth above will be decided upon at the discretion of the Manager/Designate, within fifteen (15) calendar days of the request.

25.04 **Entitlement to Vacation Leave**

- (a) An Employee is entitled to vacation leave with pay to the extent of earned credit but shall not be granted vacation leave until completion of the probationary or trial period, unless the Employer's permission **has** been obtained. If such leave is granted during the probationary or trial period, this period shall be extended for the equivalent time.
- (b) Where in respect of any period of vacation leave an Employee:
 - i) is granted bereavement leave;
 - ii) is granted sick leave on presentation of a medical certificate;

the period of vacation leave so displaced shall be reinstated for use at a later date.

Holidays falling in a vacation period are not counted **as** part of the vacation allowance.

25.05 An Employee shall be notified in writing of the amount of accumulated vacation leave within sixty **(60)** days following the end of the calendar year.

25.06 **Vacation Pay:** A Full-Time Employee may, upon giving at least fifteen (15) days written notice, receive on the last business day **preceding** the commencement of his/her annual vacations, any cheques which may fall due during the periods of his/her vacation.

25.07 **Vacation for Part-Time Employees:** A Part-Time Employee is entitled to **an** annual vacation of three **(3)** weeks until the employee **has** completed 6860 hours of continuous service from date of hire. A Part-Time Employee who has completed 6860 hours of continuous Part-Time service from date of hire shall be entitled to four **(4)** weeks vacation. Vacation pay will be paid biweekly at one of the following rates:

- 6% of the gross earnings of the Employee for the first 6860 hours of continuous Part-Time service from date of hire.
- 8% of the gross earnings of the Employee for all continuous Part-Time service greater than 6860 hours from date of hire.

ARTICLE 26 PENSION PLAN AND RETIREMENT

- 26.01 Contributions to the O.M.E.R.S. Plan are on a 50/50 basis between Employees and the Employer.
- 26.02 The normal retirement age, as set out in the Employer's policy, may be extended one (1) year at a time, at the discretion of the Employer.

ARTICLE 27 HOSPITAL AND MEDICAL AND LIFE INSURANCE

- 27.01 The Employer shall pay 100% of the premiums of the following plans for Full-Time Employees only:
- Liberty Health Supplementary Plan for semi-private coverage.
- 27.02 The Employer shall pay 100% of the premiums for the Liberty Health Extended Health Coverage for Full-Time Employees **only**.
- 27.03 The Employer shall pay 100% of the premiums of the Liberty Health Dental Plan for Full-Time Employees only.

Plan 9, Rider 3 (for dependent Children only), 1994 O.D.A. Schedule Effective August 1, 1998

Effective January 1, 1999

Plan 9, Balance Rider 2; Rider 3 (for dependent Children **only**), Rider **4**; 1995 O.D.A.

Effective January 1, 2000

The O.D.A. shall not exceed a four (**4**) year lag.

- 27.04 The Employer shall pay 100% of the premiums for group life insurance for Full-Time Employees. The coverage of the insurance shall be in even units of one thousand (\$1,000) dollars and in no event be-
- (a) less than double the Employee's basic **annual** salary;
 - (b) greater than double the Employee's basic **annual** salary by the amount of \$999.99.

27.05 The Employer shall pay 100% of the premiums for a Vision Care Plan for Full-Time Employees. The coverage of the Plan shall have a maximum of \$150 per family member for a twenty-four month period. Effective January 1, 1997 the Employer shall pay 100% of the premiums for a Vision Care Plan for Full-Time Employees. The coverage of the Plan shall have a maximum of \$200 per family member for a twenty-four month period.

27.06 **Change of Carrier**

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Local to explain the proposed change. Upon a request by the Local, the Employer shall provide to the Local, full specifications of the benefit programs contracted for and in effect for Employees covered herein.

27.07 Notwithstanding the above, effective January 1, 1997, hospital, medical, dental and vision care insurance plans will be identical to those benefits as applied to C.U.P.E. 1246, City of Nepean, Inside Workers.

Should the hospital, medical, dental and vision care insurance plans for Local 1246 change during the life of this contract, the Employer and Local 2504 agree to renegotiate changes on an equivalent percentage basis as achieved in Local 1246.

ARTICLE 28 HEALTH AND SAFETY AND WORKERS' COMPENSATION

28.01 The Health and **Safety** Committee shall review and make recommendations regarding conditions affecting the health and safety of Employees while they are on duty. The Local agrees to assist the Employer in operating this Committee and in the enforcement of all health and safety rules.

This Committee will operate **as** a sub-committee of the Labour-Management Committee. It will be composed of two (2) representatives of the Employer and two (**2**) representatives of the Local.

28.02 a) **An** employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a qualified Medical Practitioner states that the Employee is fit for further work on that Shift.

- b) Where **an** Employee who is injured during working hours is absent beyond the day of the injury, and is approved for Workers' Compensation, the Employer shall pay the Employee such salary as is necessary to ensure that the Employee's net salary and benefits are not reduced by reason of compensation payment while the Employee is unable to perform the essential duties of his/her job or suitable work.

The Employer and the Local agree that the "net salary" provision takes into account the non-taxable nature of Workers' compensation payments, and that deductions for income tax at year-end will be based on the Employer-paid portion of the Employee's pay to ensure that **an** Employee who has been on Workers' Compensation receives no less, but no more, net salary than an Employee who has been working.

ARTICLE 29 EDUCATION AND TRAINING

- 29.01 The Employer shall pay the full cost of any course of instruction required by the Employer for any Employee to become better qualified to perform the job.

Other training, development and education requests shall be processed in accordance with the Library's training, development and education policy.

ARTICLE 30 CAR MILEAGE

- 30.01 Employees who use personal vehicles on authorized Employer business shall be reimbursed mileage at the rate currently paid by the City of Nepean to its office Employees in C.U.P.E. Local 1246. Any increase in mileage rates granted to the City of Nepean Employees during the current contract year will be implemented for Library Employees.

ARTICLE 31 COURT LEAVE

- 31.01 The Employer shall grant leave of absence with pay and without loss of seniority to an Employee who serves **as** a juror or witness in court.

The Employee will present proof of such service and of the amount of pay received for same.

The amount of money received from the court shall be remitted to the Employer, minus expenses.

ARTICLE 32 TECHNOLOGICAL CHANGE

- 32.01 No Employee shall be released by the Employer because of technological changes. **An** Employee whose job is abolished by such change will be offered employment in the Library System at the same salary. If the Employee refuses such transfer he/she shall then be subject to the lay-off procedure.
- 32.02 In the event the Employer should introduce significant technological changes requiring new or greater skills than are possessed by present Employees, such Employees shall, at the expense of the Employer, be given a period of time not to exceed one (1) year to perfect or acquire the skills required by the new method of operations. There shall be no decrease in salary rates during the training period of such Employee(s) and no reduction of pay upon being reclassified in new position(s).
- 32.03 The Employer shall provide suitable lighting, screening and seating for all Employees who operate V.D.T.s with due attention being given to ergonomic considerations.
- Employees who are required to work on V.D.T.s shall also be allocated alternate non-screen duties.
- 32.04 Upon request the Employer shall provide a lead apron to any pregnant Employee required to operate a V.D.T.
- 32.05 It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office. However, there shall be no unreasonable standards used in determining individual work measurement.

ARTICLE 33 EDUCATION ON THE JOB

- 33.01 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Local to sponsor educational functions such as seminars, lectures, workshops, etc., operational requirements permitting, to be held on the Employer's premises.

ARTICLE 34 LETTERS OF UNDERSTANDING

- 34.01 Any Letters of Understanding appended to this Agreement become part of the Collective Agreement.

ARTICLE 35 TIME OFF FOR MEETINGS

35.01 Where permission has been granted to representatives of the Local to leave their employment temporarily in order to carry on negotiations or other bona fide Local business with the Employer, they shall suffer no loss of pay for time so spent.

ARTICLE 36 EMPLOYMENT INSURANCE PREMIUM REBATE

36.01 Effective April 2, 1991 the Employees' portion of U.I.C. rebate reverts to the Employer in consideration of benefits granted under this Agreement.

ARTICLE 37 DURATION OF AGREEMENT

37.01 **This** Agreement will remain in effect for a period of one (1) year from **January 1, 2000 to**
December 31, 2000.

37.02 Notice that amendments are required or that either **party** intends to terminate the Agreement must be given in writing and may only be given during the period of not more than ninety (90) calendar days and not less than sixty (60) calendar days prior to the termination date.

37.03 A mutually agreeable date for negotiation renewal or revision of the Agreement shall be established within fifteen (15) calendar days of receipt of such notice by either **party**.

37.04 If pursuant to such negotiations, an agreement on the amendment of this Collective Agreement is not reached prior to the current expiration date, this Agreement shall continue in full force and effect until a new Collective Agreement or a renewal of this Agreement is consummated or the provisions of the Ontario Labour Relations Act in respect of Conciliation Proceedings have been complied with.

37.05 Any changes deemed necessary in this Collective Agreement may **be** negotiated by mutual agreement at any time during the duration of this Agreement.

ARTICLE 38 COPIES OF AGREEMENT

38.01 At the conclusion of negotiations, the Employer will prepare six (**6**) official copies of the Collective Agreement to be signed by the signing officers of the Employer and the Local. Each party shall receive three (**3**) official copies.

38.02 The Employer shall, as soon as possible, and in any event within **sixty** (60) days after the signing of this Agreement, reproduce and distribute to each Employee a copy of the Collective Agreement.

38.03 Distribution of the copies of the Collective Agreement to each new Employee included in the Bargaining Unit shall be by the Employer.


ARTICLE 39 AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

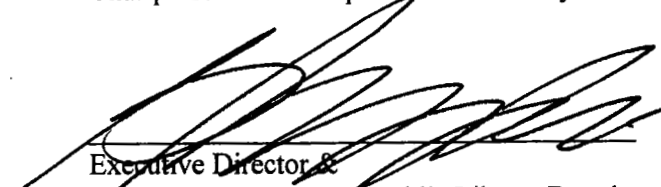
39.01 In the event that, during the life of this Agreement, the Employer merges or amalgamates with, or is absorbed by, any other body, the Employer will make every effort to ensure that:

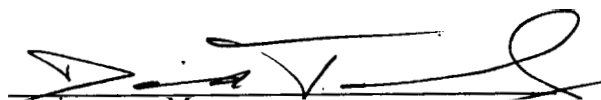
- a) All service credits relating to vacations with pay, sick leave, and all other benefits, be recognized by the new Employer where possible;
- (b) Conditions of employment and wage rates maintained where possible;
- (c) Loss of employment as a result of a merger is minimized;
- (d) Preference in location of employment shall be on the basis of seniority where possible.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers duly authorized in that behalf on this 23rd day of December, 1999 at the City of Nepean in the Province of Ontario.

On Behalf of the Nepean Public Library Board


Chairperson of the Nepean Public Library Board


Executive Director &
Secretary to the Nepean Public Library Board

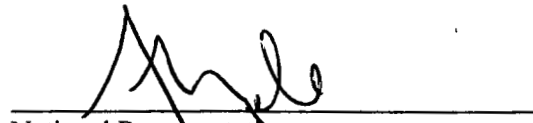

Chairperson, Management
Negotiating Committee

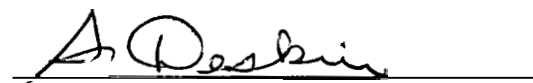

Member, Management
Negotiating Committee



Member, Management
Negotiating Committee

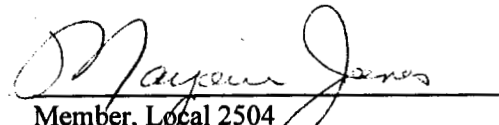

Member, Management
Negotiating Committee


On Behalf of the Canadian Union of Public Employees, Local 2504

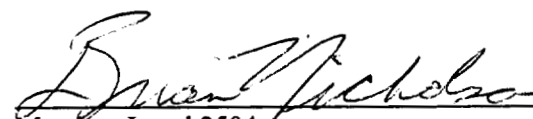

National Representative
Canadian Union of Public Employees


President, C.U.P.E. Local 2504


Chairperson, Local 2504
Negotiating Committee


Member, Local 2504
Negotiating Committee


Member, Local 2504
Negotiating Committee


Member, Local 2504
Negotiating Committee

APPENDIX "A"

BARGAINING UNIT POSITIONS AND SALARY GROUPS

Group 800("P")	Page
Group 801(37)	
Group 802(38)	Processing Clerk Information Services Clerk "A"
Group 803(39)	
Group 804(40)	Courier/Maintenance Assistant Information Services Clerk "B" Technical Support Clerk
Group 805(41)	Circulation Clerk Technical Services Clerk
Group 806(42)	Children's Services Assistant "A" Readers Advisory Assistant Community Services Assistant Secretary, Administrative Services Database Services Assistant Accounts Payable Assistant
Group 807(43)	Central Circulation Services Assistant Adult & Children's Services Assistant Maintenance Person Acquisitions Assistant Adult Services Assistant Communications Assistant
Group 808(44)	Children's Services Assistant "B" Database Services Assistant Information Services Assistant Payroll Assistant

Group 809(45)	Supervisor, Central Circulation Services Communication Specialist Technical Support Assistant
Group 810(46)	Periodical Services Librarian Branch Librarian
Group 811(47)	User Services Librarian Head, Central Circulation Services Technical Support Specialist Business Services Specialist
Group 813(49)	Electronic Services Librarian Children's Librarian - Central Children's Librarian - Branch Services Adult Services Librarian

APPENDIX "B"

SALARY SCHEDULE

C.U.P.E. LOCAL 2504 (Library Full-Time and Part-Time Employees)

Effective January 1, 2000

HRIS Grade	A	B	C	D	E	F
814.H	\$26.61	\$27.54	\$28.50	\$29.50	\$30.53	\$31.60
814.A	\$48,428.35	\$50,123.34	\$51,877.65	\$53,693.37	\$55,572.64	\$57,517.68
813.H	\$24.41	\$25.27	\$26.15	\$27.07	\$28.01	\$28.99
813.A	\$44,429.67	\$45,984.71	\$47,594.18	\$49,259.97	\$50,984.07	\$52,768.52
812.H	\$22.40	\$23.18	\$23.99	\$24.83	\$25.70	\$26.60
812.A	\$40,761.17	\$42,187.81	\$43,664.38	\$45,192.64	\$46,774.38	\$48,411.48
811.H	\$20.55	\$21.27	\$22.01	\$22.78	\$23.58	\$24.40
811.A	\$37,395.57	\$38,704.41	\$40,059.07	\$41,461.14	\$42,912.27	\$44,414.20
810.H	\$18.85	\$19.51	\$20.19	\$20.90	\$21.63	\$22.39
810.A	\$34,307.86	\$35,508.64	\$36,751.44	\$38,037.74	\$39,369.06	\$40,746.98
809.H	\$17.29	\$17.90	\$18.53	\$19.17	\$19.85	\$20.54
809.A	\$31,475.10	\$32,576.73	\$33,716.92	\$34,897.01	\$36,118.40	\$37,382.55
808.H	\$15.87	\$16.42	\$17.00	\$17.59	\$18.21	\$18.84
808.A	\$28,876.24	\$29,886.91	\$30,932.95	\$32,015.60	\$33,136.15	\$34,295.91
807.H	\$14.56	\$15.07	\$15.59	\$16.14	\$16.70	\$17.29
807.A	\$26,491.96	\$27,419.18	\$28,378.85	\$29,372.11	\$30,400.14	\$31,464.14
806.H	\$13.35	\$13.82	\$14.31	\$14.81	\$15.32	\$15.86
806.A	\$24,304.55	\$25,155.21	\$26,035.65	\$26,946.89	\$27,890.03	\$28,866.19
805.H	\$12.25	\$12.68	\$13.12	\$13.58	\$14.06	\$14.55
805.A	\$22,297.76	\$23,078.18	\$23,885.91	\$24,721.92	\$25,587.19	\$26,482.74
804.H	\$11.24	\$11.63	\$12.04	\$12.46	\$12.90	\$13.35
804.A	\$20,456.66	\$21,172.64	\$21,913.68	\$22,680.66	\$23,474.48	\$24,296.09
803.H	\$10.31	\$10.67	\$11.05	\$11.43	\$11.83	\$12.25
803.A	\$18,767.57	\$19,424.43	\$20,104.29	\$20,807.94	\$21,536.21	\$22,289.98
802.H	\$9.46	\$9.79	\$10.13	\$10.49	\$10.86	\$11.24
802.A	\$17,217.95	\$17,820.58	\$18,444.30	\$19,089.85	\$19,758.00	\$20,449.52
801.H	\$8.68	\$8.98	\$9.30	\$9.62	\$9.96	\$10.31
801.A	\$15,796.29	\$16,349.16	\$16,921.38	\$17,513.62	\$18,126.60	\$18,761.03
800.H	\$7.36	\$7.62	\$7.88	\$8.16	\$8.44	\$8.74
800.A	\$13,392.86	\$13,861.61	\$14,346.76	\$14,848.90	\$15,368.61	\$15,906.51

APPENDIX "B"

Part 2

Increment

The Employer may advance an Employee's classification level within a salary group (increment) if, in the opinion of the Employer, the Employee has improved or added to the skills or knowledge required for the performance of his or her duties. If the Employer decides to withhold an Employee's annual increment, the Employee shall be advised of the reasons thereof.

Part-Time Employees (other than Pages) may advance to the next step on the salary schedule after 1715 hours (at each step) subject to the above conditions.

Pages may advance to the next step on the salary schedule after 1715 hours (at each step) subject to the above conditions. Hours are counted from January 1, 1998..

APPENDIX "C"

**Letter of Understanding
between
The Nepean Public Library Board
and
The Canadian Union of Public Employees, Local 2504**

Re: Christmas Closure

The Employer, under Article 5.01, may elect to close the Library on specified days over the ~~Christmas~~ period. Employees during any such days must use Annual Leave days, outstanding time-in-lieu credits, or approved Leave Without Pay.

APPENDIX "D"

**Letter of Understanding
between
The Nepean Public Library Board
and
The Canadian Union of Public Employees, Local 2504**

Re: Reduction of Hours of Service

In order to avoid lay-offs and to attempt to achieve a mutually agreeable settlement, the parties agree to meet to discuss the full details of any impending reduction in hours of service.

APPENDIX "E"

**Letter of Understanding
between
The Nepean Public Library Board
and
The Canadian Union of Public Employees, Local 2504**

During the twelve (12) month period following the date of the signing of the collective working agreement, Employees will have the option of cashing in one-half (1/2) of their sick leave credits under the previous accumulated sick leave plan at the current rate of **pay**, up to a maximum of one-half (1/2) year's salary.

The Employer will examine the feasibility of obtaining Revenue Canada's approval to allow Employees the option to transfer some or all cashed sick leave credits directly to **an** R.R.S.P. in **an** amount not to exceed the Employee's R.R.S.P. limit that has been carried forward.