

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF LAMBTON
(SARNIA BRANCH LIBRARY AND JUDITH & NORMAN
ALIX ART GALLERY)**

– and –



AND ITS LOCAL 444

JANUARY 1ST, 2024 TO JANUARY 31ST, 2027

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain orderly, constructive, collective bargaining between the Employer and its workers represented by the Union, through the provisions of this Agreement and joint continuing dialogue, provide the public with efficient Library/Art Gallery service and the workers with fairness and economic security with respect to all matters concerning working conditions, hours of work, salaries, benefits and a healthy and safe working environment.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all workers employed by the Corporation of The County of Lambton who work at the Sarnia Branch of the Lambton County Library system, and the Judith & Norman Alix Art Gallery, save and except supervisors and persons above the rank of supervisor, students employed for not more than 24 hours per week and students employed during the school vacation period or in co-operative work study programmes, and persons employed on temporary projects financed in whole or in part by Government funding.
- 2.02 (i) Supervisors, outside contractors, volunteers or managerial personnel shall not regularly perform functions which are normally performed by bargaining unit workers except for:
- (a) instructing workers in the bargaining unit;
 - (b) experimenting, demonstrating or self-familiarization, or
 - (c) in case of emergencies or unusual circumstances where workers in the bargaining unit are not immediately available to perform the work required;
 - (d) certain exceptions to the foregoing as are identified by the parties in the attached Letter of Understanding as a result of the unique circumstances of the Library/Art Gallery.
- 2.02 (ii) The past practice with respect to the use and role of students will continue, but will not be expanded during the life of this Collective Agreement.
- 2.03 The Employer and the Union agree that in accordance with the provisions of the *Ontario Human Rights Code*, there will be no discrimination or harassment by the Employer, the Union or the Employees against any employee because of race, ancestry, place of origin, citizenship, gender, creed, colour, sex, national origin, sexual orientation, gender identity/expression, marital status, disability or barrier, Union membership or lack of Union activity.
- 2.04 The Employer agrees to provide an officer of the Union with one-half (½) hour and a facility for the purpose of the orientation of a new union member.

- 2.05 Throughout the Collective Agreement we will make all necessary changes to make to make it gender neutral.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF DUES

- 3.01 All workers covered by this agreement who have, or obtain, membership in the Union shall maintain such membership as a condition of employment.
- 3.02 The Employer agrees to deduct from the pay of all workers who have received pay in that month, union dues, in accordance with the Union's constitution and By-laws and in the amounts specified to the Employer in writing by the Secretary-Treasurer of the Local. Such deductions shall be made bi-weekly and forwarded to the Secretary-Treasurer of the Local, together with a check-off list indicating the individual deductions by the 10th day of the following month. The amount of Union dues paid each year shall be reflected on each worker's T-4 slip.

ARTICLE 4 – UNION REPRESENTATION

- 4.01 The Employer will recognize the Union-selected committee's maximum of three (3) members, for the purpose of collective bargaining and for meetings of general mutual interest during the term of the Agreement (i.e. Labour Management Committee, Health and Safety, etc.). It is understood and agreed that the Union may identify a fourth (4th) member as an alternate to the committee he/she resides for special circumstances, if they may necessitate. The Union will identify the alternate member to the Employer.
- 4.02 To provide an orderly procedure for the settlement of complaints or grievances, the Employer recognizes the grievance committee selected by the Union to assist any workers in investigating, preparing and representing workers' concerns.

The grievance committee comprises the Chairperson, and two (2) Committeepersons representing the various departments and areas.

- 4.03 (a) The Union acknowledges that the Chairperson/Committeepersons has regular duties to perform on behalf of the Employer. In a situation which requires a Chairperson/Committeepersons attention during working hours, the Chairperson/Committeepersons shall not leave their regular duties without first obtaining permission to do so from the supervisor. It is understood that the taking of such time away from regular duties shall be without loss of pay and shall be kept to a minimum, and that permission will not therefore be unreasonably withheld.
- 4.04 (a) Any representative of the Union or bargaining committee, who is in the employ of the Employer, may have the right to attend meetings mutually agreed upon between the Employer and the Union held within the worker's scheduled working hours without loss of remuneration. Despite the forgoing, up to three (3) members of the bargaining committee will be paid for their hours spent in bargaining with the Employer up to but not including conciliation.

- (b) A Representative of Unifor shall be entitled to participate in any Labour Management Committee, negotiations or Step 2 grievance meetings between the Employer and the Negotiations or Grievance Committees.
- 4.05 The Union shall notify the Employer in writing of the names of Union Officers, Stewards and Committee members and of any changes in personnel as such occur. Any correspondence between the parties shall pass to and from the General Manager, Cultural Services, or designate, or the Corporate Manager, Human Resources, or designate and the appropriate officer of the Local as designated by the President.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union recognizes the right of the Employer to hire, direct, schedule work, lay-off, promote, demote, classify, or transfer any worker, and the right to discipline, suspend or discharge, for just cause. The exercise of such rights by the Employer shall be subject to any right of the worker concerned to lodge a grievance in the manner and to the extent provided herein.
- 5.02 The Union further recognizes the right and duty of the Employer to operate and manage its library and gallery (arts and culture system) in accordance with its obligations and to make and alter from time to time, rules and regulations to be observed by the workers, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6 – NO STRIKES OR LOCK-OUTS

- 6.01 The Union agrees that so long as this Agreement continues to operate there will be no strike which will interfere with the Employer's operations and the Employer agrees that there will be no lock-out. The definition of the words "strike" and "lock-out" shall be those set forth in the Labour Relations Act 1995, S.O. 1995, c. 1, Sched. A.

ARTICLE 7 – SENIORITY

- 7.01 (a) Seniority, as referred to in this Agreement shall mean the length of continuous service with the Employer since the worker's last date of hire. Seniority shall be maintained or shall continue to accrue during periods of absence, illness or injury as may be otherwise provided for in this Agreement. Seniority shall operate on a bargaining unit wide basis.
- (b) (i) Fulltime, Part-time and Casual employees for the Sarnia Library and Gallery shall be considered on probation based on the calculated hours identified below. During this probationary period, an employee shall be subject to lay-off, suspension, discharge or transfer at the discretion of the Employer.

Employment Status	Probationary Hours
Sarnia Library and JNAAG	
Full time	420 hours worked
Part time & Casual	210 hours worked
Maintenance, Drivers Workers & Cleaners	
Full time	480 hours worked
Part time & Casual	240 hours worked

- (ii) The probationary period may be extended an additional thirty (30) calendar days upon mutual agreement of the Union and the Employer prior to the expiry of the original probationary period.

Should the employee successfully complete the additional thirty (30) calendar days, the employee will advance to Step 2 of the grid retroactive to the completion of the original probation period.

- (c) On successful completion of the probationary period a worker shall be placed on regular staff and shall move to the Step 2 rate of pay. Their name shall be placed on the appropriate seniority list and seniority shall date back to the last date of hire, and will be calculated on the basis of hours worked. Workers acquiring seniority on the same date shall be added to the seniority list in accordance with the date of their applications.
- (d) Movement to higher paid steps for a job class shall be on the following basis:
- (i) A full time employee will be paid at the Step 1 rate for the job class while serving probation. The worker shall move to the Step 2 rate for the job class after successful completion of the probationary period and, assuming continuous active employment, will move to the Step 3 (maximum) rate on the first anniversary of their start date in the job class.
- (ii) A part time employee will be paid at the Step 1 rate for the job class while serving probation. The part time employee shall move to the Step 2 rate for the job class after successful completion of the probationary period and, assuming continuous active employment, will move to the Step 3 (maximum) rate after 1150 hours worked of continuous employment in the job class or regardless of hours worked, every Part Time employee will move to Step 3 on the salary grid on the fifth (5th) anniversary of their hire.
- (e) Where a casual employee who has completed probation and accepts a permanent position in the bargaining unit, the employee shall complete a 210 (7hr) or 240 (8hr) hours worked trial period, if Full-time or a 105 (7hr) or 120 (8hr) hours worked trail period for Part-time, as set out in Article 8.04 (i) and

LOU #10. Upon successful completion of this trial period, the worker shall be placed on regular staff and shall move to the Step 2 rate of pay.

Where a casual employee who has completed probation accepts a permanent position within the same classification in the bargaining unit, the employee will not be required to complete a trial period.

7.02 Seniority Lists

- (a) The Employer shall maintain seniority lists for full-time, part-time and casual workers showing the department and classification, the date of hire and seniority date (for full-time workers). A seniority list shall be sent to the Union Chief Steward by February 28th of each year. After 60 days, the revised or amended seniority list will be posted.
- (b) For part-time and casual workers, the accumulation of seniority shall be calculated on the basis of hours worked; 1,820 hours of employment shall constitute one year's seniority for workers in the Library and Art Gallery, 2,080 hours shall constitute one year's seniority for maintenance workers, drivers and cleaners.
- (c) In the event a worker transfers from a part-time or casual position to a full-time position, the worker shall be credited with seniority proportionate to the number of part-time hours worked, based on the conversion factors set out above.

7.03 A worker shall lose all seniority and service and shall be deemed to have terminated if said worker:

- (a) resigns or quits;
- (b) is discharged and is not reinstated through the grievance/arbitration procedure.
- (c) retires.
- (d) has been laid-off for a period longer than twelve (12) months, or in the case of workers with five (5) years or more of seniority, is laid off for a period longer than eighteen (18) months;
- (e) is transferred to a position outside the scope of the bargaining unit;
- (f) is absent for two consecutive days without notifying the Employer, unless an explanation satisfactory to the Employer is given;
- (g) fails to advise the employer within seven (7) calendar days of acceptance of a recall to work notice (delivered by registered mail to the worker's last known address) to a position they have selected, or to the job

classification from which they were laid off. The onus is on the worker to inform the Employer of their current address and telephone number;

- (h) is absent from work for any reason including accident or illness for a continuous period in excess of twenty-four months. This article to be interpreted in a manner consistent with the provisions of the *Human Rights Code*.

- 7.04 (a) A layoff is defined as a reduction in the number of workers in the workforce or a reduction of hours for full-time workers. In the event of a layoff workers with the least seniority will be laid off first, provided that the remaining workers have the qualifications, skill and ability to perform the required work.

It is understood that such workers will have the opportunity of an orientation period of up to five (5) working days when exercising their rights on layoff.

- (b) **Bumping Provisions**
A full-time or part-time employee who is subject to layoff will have seven (7) working days from the receipt of the layoff notice to notify the Employer in writing they wish to exercise their rights to bump an employee with less seniority. Full-time employees may bump into part-time and vice versa.

The employee exercising the right to bump will first look to displace an employee with lesser seniority in a lower or identical-paying job classification providing the employee exercising the right is presently qualified (other than an orientation period of up to five (5) working days) to perform the work of the employee with lesser seniority.

An employee subject to layoff will have the right to displace an employee with lesser seniority who is the least senior employee in the next higher band on the wage grid (at the level of service corresponding to that of the employee subject to layoff) provided that the employee subject to layoff can perform the duties without training, other than orientation. A full-time employee who would lose their full-time status when bumping into a lower or identical paying job may bump up if by so doing they are able to maintain their full-time status.

An employee displaced by any of the foregoing procedures shall be laid off.

- 7.05 **Recall**
Laid off workers will be recalled in order of seniority to the first vacancy occurring, after all job posting procedures have been completed and provided they have the necessary qualifications, skill and ability to perform the work. Workers who did not elect to be recalled to another job will be recalled only to the job from which they were laid off.

- 7.06 New workers shall not be hired to positions which workers on lay-off are capable of filling pursuant to Articles 7.04 and 7.05.

- 7.07 The Employer shall continue to pay its share of any group insurance premiums until the end of the month following the month in which the lay-off commences.
- 7.08 The Employer agrees that in the event of a lay-off, the Chairperson and Committeepersons shall be the last to be laid-off subject only to Section 7.04 above.
- 7.09 If an employee is transferred to a position outside the bargaining unit, on a temporary basis, for a period which does not exceed eighteen (18) months, they will retain, but not accumulate, their seniority held at the time of such temporary transfer and shall have no right to the Collective Agreement other than benefits. Upon return to the bargaining unit at the end of the temporary period, they will be credited with all seniority held at the time of transfer and shall accumulate seniority from the date of their return to the bargaining unit. It is understood and agreed that an employee may decline such offer of transfer.

ARTICLE 8 – JOB POSTING AND FILLING VACANCIES

8.01 Job Postings

- (a) A "temporary vacancy - short-term" shall be defined as a job opening of thirty (30) calendar days or less; such vacancy usually occurs as a result of vacation or short-term illness, and may be filled as per article 9.01 i), c) ii) and article 9.01 ii), c) ii).
- (b) (i) The term "temporary vacancy -long-term" shall be defined as a vacancy of undetermined duration, but greater than thirty (30) calendar days; such vacancy usually occurs as a result of the absence of an incumbent due to illness, pregnancy/parental, leave of absence, etc.
- (ii) It is understood, however, that should the absent incumbent resign or be terminated, it will not be necessary to repost the job, and the worker filling said position shall be given first right of refusal.
- (iii) Furthermore, any vacancy resulting from the temporary long-term postings and subsequent permanent placement as per 8:01(b)(ii) shall be subject to the posting process as per 8:02 (a).
- (c) A "permanent vacancy" is defined as a job opening which results from the resignation or termination of an incumbent, or from the creation of a new bargaining unit position.
- 8.02 In the event the employer decides to fill such vacancies, the following procedures will apply.
- (a) When a permanent vacancy occurs, the available position shall be posted for a period seven (7) calendar days prior to the employer making a selection and appointment to such position in order that any interested worker must apply through the employer's electronic system. In order to be eligible for the posted vacancy, the worker must apply within the seven (7) calendar day's period.

- (b) When a temporary long-term vacancy occurs, the available position shall be posted for a period of seven (7) calendar days prior to the employer making a selection and appointment to such position in order that any interested worker must apply through the employer's electronic system. In order to be eligible for the posted vacancy, the worker must apply within the seven (7) calendar day's period. Any vacancy resulting from this posting shall be defined as a temporary long-term vacancy in excess of thirty (30) calendar days as per 8:01(a) except it will be filled by members of the bargaining unit. The most senior member who has the required skills, ability and qualifications will be awarded the job.

The posting notice shall contain a brief description of the job, required education, ability and skills, hours of work and rate or grade of pay.

- 8.03 In selecting a candidate to fill a permanent or temporary long-term vacancy within the bargaining unit, the most senior candidate who has the required skill, ability and qualifications to fill the normal requirements of the job shall be selected by the Employer.

- 8.04 (i) The successful applicant shall serve a trial period based in the hours identified below:

Employment Status	Trial Period Hours
Sarnia Library and JNAAG	
Full time	210 hours worked
Part time & Casual	105 hours worked
Maintenance, Drivers Workers & Cleaners	
Full time	240 hours worked
Part time & Casual	120 hours worked

From assumption of new duties, the successful applicant will either maintain their current rate of pay or assume Step 1 of the position, which ever provides the greater benefit. Conditional on satisfactory service, such trial position shall be confirmed after the required hours are worked. In the event the candidate proves unsatisfactory in the position during the aforementioned trial period, or wishes to return to their former position within that time, that worker shall be returned to the former position without loss of seniority, and at the worker's former wage rate. Any other worker affected because of the rearrangement of positions shall also be returned to that worker's former position and at the former wage rate of that worker. A successful candidate may request training/orientation. The applicant and the manager shall discuss the type and nature of the orientation / familiarization that the employee requires.

- (ii) The successful applicant who has not successfully completed the trial period as defined in 8.04 (i), will not be entitled to bid on the same job for one year from the date of the posting with the exception of employees who have been affected by a bump.

- (iii) Following successful completion of the Trial Period when an employee moves to a higher/lower rated job, the employee will be placed in step which gives an increase over their former rate. When the employee is initially placed in Step 1 in the higher/lower rated job, she/he will move if not a probationary employee, to the Step 3 rate after the required hours identified below are completed;

Employment Status	Trial Period Hours
Sarnia Library and JNAAG	
Full time	210 hours worked
Part time & Casual	105 hours worked
Maintenance, Drivers Workers & Cleaners	
Full time	240 hours worked
Part time & Casual	120 hours worked

- 8.05 It is understood that a permanent part time employee may only hold one (1) permanent part time position at the same time. However, casual positions are an exception.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

It is understood and agreed that the provisions of this Article are intended to define the normal hours of work and calculating overtime and shall not be construed as a guarantee of hours of work per day or the days of work per week.

9.01 (i) **Library**

- (a) The daily hours of work for full time workers shall be seven (7) hours per day between the hours of 0800 and 2130 hours, with flexible unpaid lunch periods ranging from one-half (½) hour to one and one-half (1½) hours as indicated on the work schedule. The supervisor and the employee (full-time and part-time) may mutually agree to modify the start and stop times for the designated weekly schedule, ensuring that the seven (7) hours per day is maintained.
- (b) The weekly hours of work for full time workers shall be thirty-five (35) hours comprising five (5) seven (7) hour days pursuant to (a) above, from Saturday through Friday as provided on the schedule. On the first day of the month, employees will have access to their set schedule for the current month and the following two (2) months thereafter.
- (c) (i) Part time employees will be regularly scheduled for shifts of no less than 3.5 hours to a maximum of 7 hours. (excluding Sundays).
- (ii) All bargaining unit fill in hours will be offered in the following sequence:

- To part-time employees at straight time, in the job classification, in order of seniority.
 - To the most senior employee in the job classification who can work the hours at straight time.
 - To Casual Relief employees in the job classification.
 - If the hours are still available after they have been offered to all qualified employees at straight time, they will be awarded to employees that possess the skills, ability, and qualifications in an overtime situation based on seniority.
- (d) Workers may be required to work weekends and evenings in accordance with the schedule of work rotation established by the Supervisor or Manager.

(ii) **Art Gallery**

- (a) The daily hours of work for full time workers shall be seven (7) hours per day between the hours of 7:30 am and 22:00 pm hours, with flexible unpaid lunch periods ranging from one-half (½) hour to one (1) hour as indicated in the work schedule. To facilitate special requirements outside of the core business hours of 7:30 and 22:00 hours, the supervisor and the employee may mutually agree to modify the start and stop times for the designated weekly schedule, ensuring that the seven (7) hours per day is maintained.
- (b) The weekly hours of work for full time workers shall be thirty-five (35) hours comprising of five (5) seven (7) hour days pursuant to paragraph (a) above, from Saturday to Friday as provided on the schedule. On the first day of the month, employees will have access to their set schedule for the current month and the following two (2) months thereafter.
- (c) (i) Part-time employees will be regularly scheduled for shifts of no less than 3.5 hours any time from Saturday to Friday to a maximum of 7 hours.
- (ii) Fill in hours will be offered in the following sequence:
- To part-time employees at straight time, in the job classification, in order of seniority.
 - To the most senior employee in the job classification who can work the hours at straight time.
 - To Casual Relief employees in the job classification.
 - If the hours are still available after they have been offered to all qualified employees at straight time, they will be awarded to employees that possess the skills, ability, and qualifications in an overtime situation based on seniority.

After the schedule is posted, fill in will be done at the discretion of the employer.

- (d) For greater certainty, regularly scheduled hours of work on a Sunday will not be considered "overtime" for the purposes of this agreement provided that the hours worked on the Sunday are within the daily and weekly threshold noted in paragraphs (a) and (b) above.
- (e) All time worked outside or in excess of the regular scheduled work day or work week will be worked on a voluntary basis.

(iii) **Maintenance, Driver Workers and Cleaners**

- (a) The daily hours of work shall be eight (8) hours per day between the hours of 0600 and 23:00 hours with flexible unpaid lunch periods and as indicated on the schedule. To facilitate special requirements outside of the core business hours of 0600 hours and 2300 hours, the supervisor and the employee may mutually agree to modify the start and stop times for the designated weekly schedule or any extra hours, ensuring the eight (8) hours per day is maintained.
- (b) The weekly hours of work for full-time workers shall be forty (40) hours comprising five (5) eight (8) hour days, from Saturday through Friday as provided on the schedule. On the first day of the month, employees will have access to their set schedule for the current month and the following two (2) months thereafter.
- (c)
 - (i) Part time workers will be regularly scheduled for shifts of no less than three (3) hours to a maximum of 7 hours and thirty-five (35) hours per week.
 - (ii) All bargaining unit fill in hours will be offered in the following sequence:
 - To part-time employees at straight time, in the job classification, in order of seniority.
 - To the most senior employee in the job classification who can work the hours at straight time.
 - To Casual Relief employees in the job classification.
 - If the hours are still available after they have been offered to all qualified employees at straight time, they will be awarded to employees that possess the skills, ability, and qualifications in an overtime situation based on seniority.

When less than 48 hours' notice is given resulting in a vacancy the shift will be offered at the Supervisor's discretion, with preference given to part-time workers.

(d) Workers may be required to work weekends and evenings in accordance with the schedule of work rotation established by the Supervisor or Manager.

(iv) There shall be a paid rest period of fifteen (15) minutes duration during each half of the normal seven (7) hour or eight (8) hour work day. The Employer shall provide for one fifteen (15) minute paid rest period at approximately three (3) or four (4) hour intervals for those employees working other than a normal seven (7) hour or eight (8) hour work day.

(v) Subject to staffing requirements and ensuring public service, mutual exchanges of scheduled hours may be made with prior approval of the appropriate supervisor. No mutual exchange of scheduled shifts will result in a premium rate of pay for a full-time employee.

9.02 (i) Such overtime worked will be paid for at time and one-half the worker's regular hourly rate. Time and one-half a full-time worker's regular hourly rate shall be paid for all overtime worked by such employee. Alternatively, these workers may elect to have such overtime hours treated as credits, at straight time, toward time off work, to a maximum of forty (40) hours accumulated time.

Such lieu time off will be taken within twelve (12) months of the time it accrued, at a time mutually agreed between the worker and the department manager.

(ii) Double time shall be paid for all overtime worked on a Paid Holiday.

(iii) Overtime work will be authorized in advance and assigned by the Supervisor or Manager as required.

9.03 A worker who is called in to work outside the worker's scheduled hours shall be paid a minimum of two (2) hours pay at overtime rates as provided in 9.02 (b). This occurs when there is a break between the worker's scheduled hours and the time the worker is called in on the same day.

9.04 An allowance of \$7.00 meal money will be paid to full time workers when required to work two (2) hours or more of non-scheduled overtime in excess of their regular scheduled hours and part time workers when required to work two (2) hours or more of non-scheduled additional hours in excess of their regular scheduled hours providing that the worker is already at work when asked to work the extra hours and that the hours are part of a continuous work day.

9.05 (i) An employee, who is scheduled to work, and after attempting to attend is unable to do so because of inclement weather, shall contact his/her immediate supervisor advising him/her that he/she is unable to attend. Upon approval of the supervisor the employee may draw upon accumulated vacation or banked

time. Failing any accumulation to draw upon the employee may be eligible for a leave without pay or upon approval of the Supervisor work the time back.

- (ii) If the County cancels regularly scheduled work because of emergency situations beyond the control of the County with less than two hours' notice prior to the beginning of the regular scheduled start time, the employee shall be paid for two hours at their regular straight time hourly wage.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 (a) It is the mutual desire of the parties hereto that workers' complaints and concerns be responded to as quickly as possible for appropriate resolution, therefore the following procedure is provided.
- (b) Saturdays, Sundays and paid holidays shall not be used in the computation of any time limits set forth in this Agreement.
- 10.02 (a) A worker who has a complaint or concern shall, through or with the Steward discuss the matter with the worker's supervisor within ten (10) working days of becoming aware of the circumstances giving rise to the complaint. The supervisor shall reply within ten (10) working days of the discussion. Failing a satisfactory resolution then;
- (b) **Step One** - The unresolved complaint shall be reduced to writing on a Grievance Form, within a further five (5) working days of the discussion and presented may be referred to the General Manager, Cultural Services, or designate (Manager, Museums, Gallery & Archives, Manager, Libraries) by the Chairperson or designate. The General Manager, Cultural Services or designate and Chairperson or designate shall arrange a meeting of the appropriate persons to review the matter for resolution. The General Manager, Cultural Services shall provide a decision in writing, with reasons, within five (5) working days of the aforementioned meeting. Failing a satisfactory resolution then;
- (c) **Step Two** - Within five (5) working days following the decision in Step One the Chief Steward shall present the written grievance to the attention of the Corporate Manager, Human Resources. The Corporate Manager, Human Resources will hold a meeting within ten (10) working days with the grievor and the Union to discuss the grievance. It is understood that a staff representative of the Union may also be present at the meeting. The Corporate Manager, Human Resources shall give a decision in writing within five (5) working days from the date of the meeting.
- (d) In the event the decision is unacceptable and within thirty (30) days, the unresolved matter may be referred to arbitration or mediation as is provided in Article 11.

10.03 Employer Policy Grievance & Union Policy Grievance:

Notwithstanding the foregoing, where any complaint or grievance arises between the parties, including any difference arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be filed by either party at Step One. An Employer policy grievance shall be filed with the Chief Steward or designate. In the case of an Employer policy grievance the parties shall meet within five (5) working days and the Union shall reply within a further five (5) working days. Failing settlement, the Employer may submit the grievance to arbitration within thirty (30) working days of the receipt of the Union's reply.

10.04 In all steps of the Grievance Procedure, where no written answer has been given within the time limits specified, the worker(s) concerned, the Union or the Employer as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure.

10.05 A claim by a worker of being unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step One within five (5) working days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing or suspending the worker, or
- (b) reinstating the worker with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

10.06 (a) An employee shall have the right to have a steward present whenever the Employer, or authorized agent, deem it necessary to deliver corrective action or reprimand to an employee. It is understood that job instruction and the job evaluation process are not considered to be reprimands for the purposes of this Article.

(b) Wherever the Employer deems it necessary to suspend or discharge a worker, such action shall only take place in the presence of the Chief Steward or designate. Where the Chief Steward or designate are not readily available, the Employer may temporarily suspend the worker until the Chief Steward or designate is available to attend the meeting. The Employer shall also confirm such suspension or discharge in writing.

10.07 Time limits under this Agreement are directory rather than mandatory. Such time limits in any event may be extended by mutual agreement in writing between the parties.

ARTICLE 11 – ARBITRATION/MEDIATION

11.01 (a) Prior to proceeding to Arbitration, the Union and/or the Employer may by mutual agreement and with written notice to the other party, refer the matter to Mediation.

- (b) The parties will select a Mediator and agree to share the fees and expenses of the selected Mediator.
- 11.01 (a) Either of the parties may, after exhausting the grievance procedure established by this Agreement, in any event and not later than thirty (30) calendar days after a decision has been given at Step Two of this grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- (b) The parties shall within two (2) calendar weeks of receipt of the notice of intention to arbitrate, consult and select an Arbitrator. If the parties fail to agree upon an Arbitrator within the time limit, the appointment shall be made by the Ministry of Labour for the Province of Ontario at the request of the party desiring arbitration.
- (c) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision which is final and binding upon the parties and any worker affected by such decision.
- 11.02 The Arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement or substitute any new provisions for existing provisions nor render any decision inconsistent with the express terms and provisions of this Agreement. The decision of the Arbitrator shall be binding on both parties.
- 11.03 The fees and expenses of the Arbitrator shall be jointly shared on an equal basis by each of the parties to this Agreement, and each party will pay its own expenses.

ARTICLE 12 – PAID HOLIDAYS

12.01 The Employer will pay the regular rate of pay for holidays as designated below:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Day *
Civic Holiday	

- * A Floating Day shall be taken by workers only at a time mutually agreed upon between the worker and their supervisor within each calendar year. Part-time workers will be paid the number of hours they normally work for the Floating Day.

In the event any government authority proclaims an additional statutory holiday during the life of this agreement, the Floating Holiday described in Article 12.01 will become that holiday and will be taken on the date proclaimed by the government authority.

- 12.02 When any of the holidays designated in this Article fall on Sunday, the succeeding Monday shall be recognized as the holiday, except when December 25th falls on Sunday, the preceding Saturday will be observed as the holiday. The Library will be closed on those Sundays. This clause applies to the Library only.
- 12.03 If the day of observance of a holiday falls on the worker's scheduled day off, the worker shall be entitled to another day off with pay and that day shall be taken at a mutually agreed time within twelve (12) months from the time it accrued.
- 12.04 In order to be entitled to payment for a holiday a worker must not have been absent without approved leave on the scheduled working day immediately preceding, or following the holiday.
- 12.05 Double the worker's regular rate of pay will be paid for any hours worked on a holiday in addition to the holiday pay. Alternatively, these workers may elect to have such overtime hours treated as banked time, at straight time, toward time off work to a maximum of forty (40) hours accumulated time.
- 12.06 A part-time and casual worker shall receive for each paid holiday shown in Article 12.01 pay and/or time off as described in the Employment Standards Act.
- 12.07 (a) When any of the above noted holidays falls on a Saturday or a Monday, it shall be deemed to be the holiday for the purpose of this Agreement. If a public holiday falls on a Saturday or Monday, the Sarnia Library will be closed on Sunday as well.
- (b) It is agreed that Judith & Norman Alix Art Gallery employees may be scheduled to work on any or all of the following public holidays: Family Day, Labour Day, Victoria Day, Canada Day and/or Civic Holidays. Work performed by employees on those public holidays will be paid in accordance with Article 12.05 above.

ARTICLE 13 – VACATIONS WITH PAY

- 13.01 (a) All full-time employees shall receive annual paid vacations at their rate of remuneration at the time they take their vacation based upon their length of continuous service with the Employer measured from their date of hire.

The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater, the hours per pay period may vary.

SERVICE	VACATION CREDITS	
	35 Hours per Week	40 Hours per Week
1 year continuous service or more	4.04 hours per pay period	4.62 hours per pay period
7 years continuous service or more	5.39 hours per pay period	6.16 hours per pay period
15 years continuous service or more	6.74 hours per pay period	7.70 hours per pay period
25 years continuous service or more	8.08 hours per pay period	9.24 hours per pay period

On the first (1st) day of the 8th, 16th and 26th year, an additional 35 or 40 hours depending on the employees' classification will be deposited into the employees' vacation bank.

- 13.02 Part-time workers (workers whose regular work week is less than thirty-five (35) hours) shall be entitled to vacation pay according to the following:

Accumulated Service	Vacation Entitlement
1 year continuous service	6% of prior year's actual earnings
7 years continuous service	8% of prior year's actual or more earnings
15 years continuous service	10% of prior year's actual or more earnings
25 years continuous service	12% of prior year's actual or more earnings

Part-time employees may request unpaid vacation time off based on their years of service (Hire Date).

1 year continuous service to 6 years	3 weeks' vacation (days based on a 52 week average for hours worked from September 1 - August 31)
7 years continuous service to 14 years	4 weeks' vacation (days based on a 52 week average for hours worked from September 1 - August 31)
15 years continuous service to 24 years	5 weeks' vacation (days based on a 52 week average for hours worked from September 1 - August 31)
25 years continuous service	6 weeks' vacation (days based on a 52 week average for hours worked from September 1 - August 31)

- 13.03 (a) Vacations may be taken at any time during the year, provided the vacation is scheduled at a mutually agreed time, consistent with the requirements of the worker's program area (Facilities Services, Library Services and JNAAG).
- (b) Workers must take at least one week of their vacation in a block; for the remainder, a minimum of one day must be taken at a time, with the supervisor's prior approval.
- (c) The worker within the program area (Facilities Services, Library Services and JNAAG) with the highest seniority has the first choice of vacation time, if such time is requested prior to November 1st of the current calendar year and approval will be by December 31. Requests received after November 1 will be considered on a 1st come, 1st serve basis.
- (d) After employees have submitted their vacation selection, the supervisor will endeavour to notify the employee regarding the approval or denial of the

vacation request within fourteen (14) calendar days of the employee submitting the request. However, there may be circumstances where a maximum of twenty-one (21) days is required.

- 13.04 (a) Vacation pay will be based on the worker's regular current salary for each week of vacation entitlement.
- (b) When a worker dies, their estate shall be entitled to the value of vacation earned but not taken, at their current rate of pay.
- 13.05 Vacation entitlement shall not be cumulative. Vacations must be taken within twelve (12) months of the worker's anniversary date. Extension approval for exceptional circumstances is the sole discretion of the Manager. Where such vacation time is carried over, it must be used in the next calendar year and the vacation entitlement bank must not exceed 1.5 times their annual vacation entitlement at any one time.
- 13.06 (a) If a worker suffers an illness or injury of one or more days duration occurring within scheduled vacation, the worker may be allowed to charge such days against said worker's sick leave and to add the number of days to said worker's paid vacation. Satisfactory proof of illness or injury will be required at the discretion of the Employer.
- (b) Except for those granted Personal Leave under Article 14.05, workers on extended absences (sick leave or other approved extended leaves of absence) shall not be entitled to the accumulation of service towards vacation time during that period of absence which is in excess of four (4) months duration and shall have their vacation entitlement pro-rated accordingly. A worker on Long Term Disability cannot accrue vacation time.
- 13.07 Any unused portion of vacation earned but not taken shall upon termination or retirement be paid to the worker on a pro-rata basis consistent with Sections 13.01, 13.02, and 13.04 above.
- 13.08 If a paid holiday, as defined in this Agreement falls during a worker's vacation, the worker shall be paid for such holiday as herein provided and will not be required to utilize a vacation day.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 (a) **Bereavement**
A worker shall be excused from work for up to five (5) working days without loss of pay or benefits in the case of death of a parent, spouse, child, brother, sister, grandparent, grandchild, parent-in-law, son-in-law, or daughter-in-law. If additional time is required, the employer shall give due consideration to the merits of the case involved. This clause shall also apply to persons standing in loco parentis.

Payment shall be made where the days are actually used for making funeral arrangements, travel and attending the memorial service or funeral provided the leave days are regularly scheduled work days.

When a memorial service is held at a later date, the employee may use any bereavement leave they have remaining regarding the deceased.

- (b) A worker shall be granted up to one (1) working day without loss of pay or benefits in the case of a death of a brother-in-law, sister-in-law or grandparent-in-law, aunt or uncle, niece or nephew, provided the worker attends a funeral or memorial service.
- (c) It is agreed that a bereaved worker may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the department head or designate.
- (d) The worker shall advise the department head or designate of the need for bereavement leave at their earliest convenience.

14.02 (a) **Pregnancy and Parental Leave**

- (i) An employee who is entitled to take a pregnancy or parental leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has, in fact, applied for or taken such leave.
- (ii) Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.
- (iii) While an employee is on pregnancy or parental leave, the employer must continue to make employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions (if any) to such plans.
- (iv) The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.
- (v) The employer is not required to pay wages to an employee while he or she is on pregnancy or parental leave.

(b) **Pregnancy Leave**

- (i) An employee is entitled to at least 17 weeks of unpaid leave of absence for pregnancy if she has been employed with her employer for at least 13 weeks preceding the estimated day of delivery.

The leave may be commenced up to 17 weeks before the expected day of delivery.

- (ii) An employee who is entitled to the leave is required to give her employer two weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wishes to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two weeks' written notice before the earlier date. She may change to a later date by giving two weeks' notice before the leave was to begin.

- (iii) If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two weeks from that date to give the employer her written notice of the date the pregnancy leave began (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. An employer cannot force an employee to commence her pregnancy leave because she is ill, even if the illness is pregnancy related.

- (iv) A pregnancy leave will normally end 17 weeks after it begins, but if the mother suffers a still-birth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six weeks after the date of the still-birth, miscarriage or birth or 17 weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for 17 weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

- (v) If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give her employer four weeks' written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the employer four weeks' written notice before the date the leave was to end.

(c) **Parental Leave**

- (i) An employee who is a parent of a child and who has been employed with his or her employer for at least 13 weeks is entitled to unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. A birth mother who

took pregnancy leave is entitled to take up to 35 weeks of parental leave. Birth mothers who do not take pregnancy leave and all other new parents are entitled to take up to 37 weeks parental leave. Both parents will be eligible to take a parental leave.

For a natural mother, parental leave ends or commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within 52 weeks after the birth or after the child first comes into the custody, care and control of a parent.

(ii) A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

(iii) An employee who is entitled to a parental leave is required to give the employer two weeks' written notice prior to the commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks' notice before the earlier date, or to a later date by giving two weeks' notice before the leave was to begin.

(iv) If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from that date to give the employer written notice of his or her intent to take the parental leave.

(v) If an employee on parental leave wishes to change the date of his or her return to work to an earlier date, he or she must give the employer four weeks' written notice of the date on which he or she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the 35 or 37 week maximum length of leave), the employee must give the employer four weeks' written notice before the date the leave was to end.

14.03 **Jury Duty**

When a worker who would otherwise be at work is required to serve as a member of a jury, or has been subpoenaed as a witness in a work-related matter, she will be permitted to perform such service without loss of salary once documentation is provided. The amount received for court duties will be turned over to the Employer. A worker called or subpoenaed as a witness in a personal matter with no relationship to work does not qualify for salary continuance.

14.04 **Union Leaves of Absence**

(a) **Short Term**

Upon an application by the union, in writing to the worker's supervisor, a leave of absence will be granted for designated workers to engage in the business of the Union on the following basis:

- (a) Leave under this provision shall not exceed three (3) workers at any one time with no more than two (2) workers from a department (JNAAG, Libraries) nor shall it total more than twelve (12) working days per worker in each calendar year.
- (b) Notification is given one week prior to the period in which the absence is to be scheduled.
- (c) The worker(s) covered by the above provisions will continue to be paid base wages and benefit entitlement. The Union will be invoiced for all wages, benefits and discretionary/mandatory costs, which will be reimbursed to the Employer.

(b) **Long Term**

Upon written application of the Union, a worker who is selected by the Union to act in full-time Union work shall be granted a leave of absence without pay for a period of up to one year on the following basis:

- (a) Only one such leave of absence shall be in effect at any one time.
- (b) Request for leave is given at least one month prior to the period in which the absence is to be scheduled.
- (c) Vacancies created by granting a leave of absence under the provision shall be considered temporary vacancies as described in Article 8 Job Postings and Filling Vacancies.
- (d) A worker granted a leave of absence under this provision shall continue to accumulate seniority during this leave of absence.

A worker on leave of absence under this provision who wishes to continue the benefits provided under this Agreement will be required to reimburse the Employer for the monthly premiums.

14.05 **Personal Leave**

The Employer may grant, at its discretion, unpaid leave of absence to any worker for legitimate personal reasons. A worker on such leave of absence shall continue to accumulate seniority for a period of up to one (1) year. Seniority credits for wage progression or vacation improvements will not accrue during such leave.

The grant of a leave of absence without pay to any worker must be obtained from the Supervisor or Manager, in writing prior to the leave of absence being commenced.

If the leave is for other than maternity or illness, the Employer will only pay its share of the cost of benefits provided the leave is for not more than two (2) weeks. If the leave is for other than maternity or illness and is in excess of two (2) weeks, the worker must pay 100% of benefits before commencing the leave, starting from the first day of the leave of absence. Such coverage is available for a maximum of three (3) months.

- 14.06 Workers who are qualified voters and who vote will be ensured three (3) clear hours for voting on all Federal, Provincial and Municipal election days.

ARTICLE 15 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

- 15.01 The Employer may make adjustments in the number and assignment of its workers as a result of technological and organizational changes and make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon workers and the concern of the parties regarding workers who may be affected, the following will apply:

- (a) The Employer undertakes to advise the Labour-Management Committee at least three (3) months in advance of any such changes which the Employer has decided to introduce which will result in substantial and immediate changes in the employment status of workers.
- (b) The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:
 - (i) the nature of the change;
 - (ii) the approximate date on which the Employer proposes to effect the change;
 - (iii) the approximate number, type and location of workers likely to be affected by the change;
 - (iv) the effect the change may be expected to have on the workers working conditions and terms of employment.
- (c) The Employer agrees to discuss with the Labour Management Committee the effect of such changes on the employment status of such workers and to consider practical ways and means of minimizing the adverse effect on workers displaced by such changes. Such measures as early retirement, severance, retraining and transfers to other existing jobs will be considered.

- 15.02 In the event the Employer should introduce significant technological and/or organizational changes requiring new or greater skills than are possessed by present workers, such workers shall, at the expense of the Employer, be given a period of time not to exceed six months to acquire the skills required by the new method of operations. To be eligible for the foregoing a worker shall be a worker who has completed one year of seniority or more. There shall be no reduction in salary rates or wages during the six (6) month period. Upon completion of the six (6) month period, if

the worker has not been able to acquire the skills necessitated by the change they may exercise their seniority in accordance with the terms of the Collective Agreement.

ARTICLE 16 – REMUNERATION AND JOB EVALUATION

- 16.01 Wages shall be paid in accordance with Schedule "A" of this Collective Agreement.
- 16.02 Workers shall be paid at two (2) week regular intervals in accordance with current practice.
- 16.03 (a) Employees who, for the purposes of the Corporation, are temporarily required to perform the duties of a lower-rated position, shall continue to receive their own higher rate of pay.
- (b) A worker who is temporarily required to perform the duties of a higher rated position for one shift or more shall be paid at the higher rate of pay in that classification.
- 16.04 A worker promoted to a position in a higher paid classification shall be placed at the rate of pay which will provide an increase upon assuming the duties of the higher paid classification.
- 16.05 The parties hereto agree to job evaluation for the purpose of determining the relative levels of job grades covered by this Agreement.

ARTICLE 17 – WORKER BENEFITS

- 17.01 The Employer agrees to pay its share of the premium cost of the following insurance plans, which shall be subject to the terms, conditions and regulations of such plans, for all eligible workers who have completed their probationary period:

(a) <u>Extended Health Benefit Plan</u>	<u>Cost Sharing Formula</u>
Optional all workers.	100% Employer paid
Coverage includes extended health and semi-private, drug plan (\$20.00 deductible).	
\$12.00 dispensing fee cap for prescription drugs	
Drug Card for prescriptions	
Deluxe Travel	
Paramedical (\$625/yr for all specialties combined)	
Nursing at \$25000 per 3 years	

Effective July 1, 1997, the Extended Health Benefit Plan will be amended to specify prescriptions are to be "Generics Only - Where Available", with the proviso that it is possible for the doctor to indicate "no substitution" on the prescription. At the same time a definition of "semi-private room" will be included in the master contract and in the employee booklets.

The Extended Health Benefit plan provides a Vision Care Rider (a maximum of \$375.00) (inclusive of \$100 eye exam) every 24 months for employee and eligible dependents). Effective upon ratification.

The Extended Health Benefit plan provides a Vision Care Rider (a maximum of \$400.00) (inclusive of \$110 eye exam) every 24 months for employee and eligible dependents). Effective January 1st, 2026.

Coverage for Prostate-Specific Antigen (PSA) test.

(b) **Group Life Insurance**

Coverage equals two (2) times annual wage to a maximum of \$100,000.00. Mandatory for Full-time workers.	100% Employer paid, effective July 1, 1997
Part-time workers.	50% cost share

(c) **Dental Insurance Plan**

Coverage shall be the current O.D.A. Fee Schedule, as it may be adjusted from time to time	50% Employer paid
Caps, Crowns, Bridges	50% Worker paid
Orthodontics to max \$1500	50% coverage
	50% coverage for children

\$2000 annual max for basic and major combined

Optional for full-time workers

Part-time workers.	50% cost share
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Effective July 1, 1997 the time frame for recall for regular checkups will be amended from six months to nine months.

(d) **Long Term Disability**

Coverage equals 75% of monthly earnings to a maximum of \$3,500.00. Mandatory for full-time workers. Unavailable to part-time workers.	100% Employer paid
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Positive Enrolment - Effective July 1, 1997, employees who are enrolling in the group benefits plan will be required to specify all dependents who will be using the plan.

(e) **O.M.E.R.S. Pension Plan**

Mandatory for full-time workers. Optional for permanent part-time workers according to	50% Employer paid
	50% Worker paid

regulated formula.
Normal retirement, age 65
commencing at the end of
the month in which the 65th
birthday occurs.

- 17.02 The Employer reserves the right to change carriers on the insurance coverages noted above provided the insurance maintains equal or better coverage and the Union has been consulted.
- 17.03 Workers who are absent from work due to accident or illness shall continue to have the Employer's share of their benefits paid for two (2) years from the first day of absence.

ARTICLE 18 – SICK LEAVE PLAN

18 .01 Full Time Employees:

- (a) A full-time worker who has completed the probationary period of employment will be entitled to one and one-half (1½) days accumulative sick leave, retroactive to the last date of hire, for each month of active employment. Statements of accumulated sick leave credits will be available on the employees pay stub.
- (b) In the event the full time Employee's application for Long Term Disability benefits has not been approved at the end of the seventeen (17) week waiting period, the Employee may continue to temporarily draw upon her/his sick leave credits on the following basis:

This continued use of sick leave will be considered to be temporary advance which will be calculated on the basis of seventy-five percent (75%) of basic monthly wages, while the insurance company adjudicates the claim, and/or while an appeal is in process and provided the employee continues to be disabled and unable to return to work in any capacity including accommodation.

The LTD plan provides that Employees shall receive seventy-five (75%) of their basic wages, to a maximum of thirty-five hundred dollars (\$3,500.00) per month.

At the time the insurer approves the LTD claim the Employer will be immediately repaid the total amount of the temporary advance from a retroactive payment received from the insurance company.

If the employee's application for LTD is never approved, the Employee may elect to apply for sick benefit through Employment Insurance, after the temporary advance period has lapsed.

- (c) Sick leave credits continue to accrue for full-time workers on paid leaves of absence up to four (4) months duration. Full-time workers on unpaid leaves of absence shall not accumulate sick leave credits beyond the month in which the leave commenced.

The Employer reserves the right to conduct an independent medical evaluation to determine entitlement to sick leave benefits.

Part Time Employees:

- (a) A part-time worker who has completed the probationary period will be entitled to 7.50% of regularly scheduled paid hours per month (to a maximum of 10.50 hours per month), retroactive to the last date of hire, for each month of active employment. Statements of accumulated sick leave credits will be available on the employees pay stub.
- (b) Part time employees may draw upon her/his sick leave credits for wage continuation for non-occupational illness and injury to a maximum of five hundred (500) hours. If the worker continues to be disabled and unable to return to work in any capacity including accommodation, continuation of sick benefits may be continued beyond five hundred (500) hours provided the employee has sick credits in their sick bank. The Employer reserves the right to conduct an independent medical evaluation to determine entitlement to sick leave benefits beyond the five hundred (500) hour sick benefit entitlement.
- (c) Sick leave credits continue to accrue for part-time workers on paid leaves of absence up to four (4) months duration. Part-time workers on unpaid leaves of absence shall not accumulate sick leave credits beyond the month in which the leave commenced.

18.02 Medical Certificate:

The Employer reserves the right to require a medical certificate for sick or injury related absences of three (3) working days or more. The employer will subsidize the cost of such certificates with \$45.00.

The medical certificate must state:

- (1) the date the worker was examined by the physician, surgeon or Nurse Practitioner;
- (2) the date the illness commenced;
- (3) the anticipated date of return to work; and
- (4) if the illness or injury is anticipated to require long term convalescence, the certificate must indicate the approximate duration of the recovery period and indicate any restrictions or limitations placed on the employee in order to identify accommodation requirements; while on long term convalescence, medical certificates are required on a regular basis.

18.03 It is also understood and agreed that workers are entitled to reasonable time off for up to nine (9) separate incidents for the following purposes:

- (a) To attend family members who require care and attention due to short term illness; and
- (b) To attend medical appointment.

Time off taken will be charged against the employee's accumulated sick leave credits. Employees may take up to two (2) consecutive days off.

ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY

- 19.01 The Employer and the Union agree that they mutually desire to ensure personal safety and maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness.

The Employer and the Union will establish a joint Health and Safety Committee in accordance with the provision of the Occupational Health and Safety Act.

- 19.02 Full-time employees who are required by the employer to wear safety footwear in their jobs will be paid a maximum of \$160.00 per annum, upon original proof of purchase toward the cost of CSA-approved footwear effective on date of hire.

Other employees requiring safety footwear will receive a maximum of \$160.00 per annum, on a replacement basis, at the recommendation of the supervisor/manager.

ARTICLE 20 – CASUAL RELIEF WORKERS

- 20.01 Casual relief workers will be members of the bargaining unit but will have no regularly scheduled hours and will not be considered for hours until all part time employees have been scheduled and any additional hours that are to be added to the Open Shift Bidding have been offered to the part-time employees first, if by doing so doesn't result in overtime. They will be called in the event that qualified part-time workers are not available or prepared to fill openings caused by illness or other temporary vacancies.

Casual relief workers will be paid at the Step 1 of the job classification in which the work is performed, as well as receive four (4) percent vacation pay immediately following date of hire.

Casual relief workers do not accumulate sick time, nor are they eligible for employee benefits.

In the event of layoffs or a reduction in hours to full and/or part-time employees, Casual employees will be laid off first, and will not be recalled until all full and part-time employees, including any laid off employees are offered the work first.

It is understood that the employment of casual relief workers will not be used to displace any complement positions in the Sarnia Branch Library/Judith & Norman Alix Art Gallery. In an effort to reduce the use of casualls and in an effort to create full-time and part-time employees, the following will apply;

- Casual employees may hold one (1) casual position at one time.
- A casual employee must work a minimum of one (1) shift every month where work is available as required by the employer. If any casual employee does not work one (1) shift every month, where work is available, they shall lose all seniority and service and shall be deemed to be terminated, unless an explanation satisfactory to the employer given.

ARTICLE 21 – MISCELLANEOUS

21.01 Bulletin Board

The Union may post information of interest to its members on designated bulletin boards provided by the Employer.

21.02 Mileage Allowance

All employees using their personal vehicles for the Corporation's purposes will be entitled to a mileage allowance at the rate set out in the County's Travel/Car Mileage Allowance and all future adjustments made to the Car Allowance rate by Council will be applicable to the employees represented by this Collective Agreement.

21.03 Personnel Records

A worker shall have access, and the right to review their personnel record by providing written notice, reasonably in advance, to the Corporate Manager, Human Resources.

21.04 Training Courses

Workers who successfully complete a course related to the interests of the Library and Art Gallery shall be reimbursed for the tuition associated with such course, provided they have received approval from the Supervisor or Manager, before the commencement of the course.

ARTICLE 22 – DURATION OF AGREEMENT

- 22.01 This Agreement shall become effective as of the 1st day of January 2024 and shall remain in effect until the 31st day of January 2027, and from year to year thereafter unless either party gives notice to the other party of an intent to renew, amend or terminate this agreement. Such notice shall be given in writing not earlier than ninety (90) days and at least thirty (30) days prior to the expiry date of this Agreement or the anniversary date of any subsequent period in which this Agreement remains in effect.

SCHEDULE "A"

		Jan. 1, 2024 3.5%			Jan. 1, 2025 3.5%			Jan. 1 2026 2.75%		
Position	Occupation Name	1	2	3	1	2	3	1	2	3
B2011	Cleaner	21.19	22.23	23.35	21.93	23.01	24.17	22.53	23.64	24.83
B2108	Cleaner, Art Gallery	21.19	22.23	23.35	21.93	23.01	24.17	22.53	23.64	24.83
B2110	Reception/Visitor Engagement	21.19	22.23	23.35	21.93	23.01	24.17	22.53	23.64	24.83
	Vacant	22.38	23.49	24.67	23.16	24.31	25.53	23.80	24.98	26.23
B2115	Branch Assistant	23.61	24.78	26.01	24.44	25.65	26.92	25.11	26.36	27.66
B2116	Branch Assistant - Outreach	23.61	24.78	26.01	24.44	25.65	26.92	25.11	26.36	27.66
B2126	Maintenance Worker	25.61	26.89	28.22	26.51	27.83	29.21	27.24	28.60	30.01
B2127	Facility Administrative Coordinator	25.61	26.89	28.22	26.51	27.83	29.21	27.24	28.60	30.01
B2128	Online Marketing Coordinator	25.61	26.89	28.22	26.51	27.83	29.21	27.24	28.60	30.01
B2150	Senior Clerk/Community Engagement	25.61	26.89	28.22	26.51	27.83	29.21	27.24	28.60	30.01
B1240	Facility/Preparator	27.70	29.07	30.53	28.67	30.09	31.60	29.46	30.92	32.47
B2000	Exhibitor Support & Exhibition Education Coordinator	27.70	29.07	30.53	28.67	30.09	31.60	29.46	30.92	32.47
B2042	Community Art and Education Coordinator	27.70	29.07	30.53	28.67	30.09	31.60	29.46	30.92	32.47
B2117	Library Technician	27.70	29.07	30.53	28.67	30.09	31.60	29.46	30.92	32.47
B2118	Courier Driver/Maintenance Worker	27.70	29.07	30.53	28.67	30.09	31.60	29.46	30.92	32.47
B2125	Collections/Preparator	29.62	31.12	32.65	30.66	32.21	33.79	31.50	33.10	34.72
B2119	Community Librarian	31.42	33.02	34.67	32.52	34.18	35.88	33.41	35.12	36.87

LETTER OF UNDERSTANDING #1 – RE: RECOGNITION - ARTICLE 2.02 (i) (d)

The Employer and the Union agree that volunteers are required to provide the desired service to the public. Accordingly, for the purposes of Article 2.02 (i) (d) of the Collective Agreement, it is agreed and understood that persons outside of the bargaining unit may be used to perform tasks/work provided that the use of such persons does not result in the layoff or the reduction of hours of bargaining unit employees or does not circumvent the hiring or creation of full-time positions including:

1. Contractors - including plumbing, electrical, heating and cooling, grounds maintenance and window cleaning.
2. Vehicle Maintenance and repair.
3. Outside groups who rent facilities and may operate equipment and provide services associated with the rental purpose.
4. Special installation requirements.
5. Displays - delivery, installation and disassembly of promotional displays.
6. Freelance instructors and artists (and their assistants) may teach programmes in community outreach and education as coordinated by the Gallery staff.
7. Volunteers used in the library to include such roles as ushers, greeters, co-operative students, food service workers, student technology tutors, special/events projects assistants, library program and story hour helpers.
8. Volunteers will be used in the Gallery for activities including: Docents, Gallery "watchers" and to assist at events such as openings, galas, festivals, fundraising and community activities. Volunteers will also be used for the service of alcohol where required at events.
9. Consultants/consulting firms may be brought in for major special projects (i.e. capital fundraising campaigns, marketing campaigns, etc.)
10. The Employer will track and provide the volunteer hours to the Union once annually at a regularly scheduled labour management meeting.
11. The Employer and the Union will discuss this letter monthly.

LETTER OF UNDERSTANDING #2 – RE: TERMS OF REFERENCE

The Employer and the Union agree to establish a joint Committee whose purpose will be to promote cooperation and dialogue among the Judith & Norman Alix Art Gallery, the Sarnia Library, its Employees, and the Union by providing an amicable and efficient method of sharing and discussing information of mutual concern and of settling differences that might arise between the

parties while the Art Gallery, the Library and its Employees pursue their customer service, financial, artistic and continuous improvement goals.

The Committee has no authority to revise, delete, add to, or otherwise modify the terms of the Collective Agreement, or to settle grievances arising under the Collective Agreement.

The Committee shall be comprised of an equal number of senior persons, selected by and representing the Local Union and Management and ensuring that there is at least one Union and one Management representative for the Library and one for the Art Gallery on the Committee.

The Committee may discuss the full-time, part-time and casual complement, schedules, ratios and hours of work within the various departments.

LETTER OF UNDERSTANDING #3 – RE: PAY EQUITY

The Corporation of the County of Lambton endorses equal pay for equal work and will adhere to the Pay Equity Act as amended from time to time.

LETTER OF UNDERSTANDING #4 – RE: PHILOSOPHY OF FULL-TIME POSITIONS

The Corporation and the Union agree that it is in the best interests of both parties to have full time positions, wherever possible. Therefore, whenever it is operationally feasible the Corporation will combine part time positions to create full time positions.

LETTER OF UNDERSTANDING #5 – RE: CHRISTMAS EVE AND NEW YEAR'S EVE CLOSURE

The Corporation and the Union agree that when the Corporation closes operations at noon on Christmas Eve and New Year's Eve in accordance with Policy #H01.04, full time employees may submit a request to use bank(ed) time or earned vacation time in ½ day increments to fund the time off work or they will lose 3.5 hours pay.

Part time workers normally scheduled to work more than 3.5 hours Christmas Eve and/or New Year's Eve, would either lose the excess of 3.5 hours, or use bank(ed) lieu time to make up the difference.

Part time workers would be able to make up the time at a mutually agreed time (not including fill in hours). These will be scheduled hours within the pay periods. Employees may make up to 3.5 hours for the Dec. 24 closure and 3.5 hours for Dec. 31 within thirty (30) days.

LETTER OF UNDERSTANDING #6 – RE: INDIVIDUALS EMPLOYED BY THE COUNTY RECEIVING BENEFITS POST 65

It is agreed and understood between the parties that employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the Collective Agreement (including vision, paramedical, out of province).

Dental Coverage (cost sharing as described in Collective Agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.

Life Insurance to a maximum benefit coverage of \$2,000, in accordance with the master policy.

AD&D to a maximum benefit coverage of \$25,000.

The employer agrees to extend the voluntary AD&D to all post 65 employees subject to the terms and conditions of the insurer. The employer's only obligation is the remittance of premiums for said plans.

Employees age 65 and over will continue to be eligible for sick leave benefits granted under Article 18.01(a) but, for greater certainty, will no longer be eligible for long term disability benefit coverage contemplated in Article 18.01(b).

Eligibility for benefits extended to employees age 65 and above under this letter shall cease upon the employee reaching age 70.

LETTER OF UNDERSTANDING #7 – RE: SENIORITY – ARTICLE 7.01 (b) (e) & JOB POSTING & FILLING VACANCIES 8.04 (i) (iii)

For the purpose of Article 7.01(b) & 8.04(iii) of the Collective Agreement, it is agreed and understood that the following calculated hours worked shall be the recognized as the threshold for employees to have passed probation, as well as moving into Step 2.

The following calculated hours are required for bargaining unit employees to have worked:

Sarnia Library and JNAAG:

Full Time - 35hrs/wk for 60 days (12wks) =	420 hours worked
Part Time - 17.5hrs/wk for 60 days (12wks) =	210 hours worked
Casual =	210 hours worked

Maintenance, Driver Workers & Cleaners:

Full Time - 40hrs/wk for 60 days (12wks) =	480 hours worked
Part Time - 17.5hrs/wk for 60 days (12wks) =	240 hours worked
Casual - =	240 hours worked

As for Article 7.01(e) and 8.04(i) of the Collective Agreement where an employee is required to serve a trial period, it is agreed and understood that the following hours shall be worked in order to complete the trial period:

Sarnia Library and JNAAG:

Full Time - 35hrs/wk for 30 days (6wks) =	210 hours worked
Part Time - 17.5hrs/wk for 30 days (6wks) =	105 hours worked

Maintenance, Driver Workers & Cleaners:

Full Time - 40hrs/wk for 30 days (6wks) =	240 hours worked
Part Time - 17.5hrs/wk for 30 days (6wks) =	120 hours worked

LETTER OF UNDERSTANDING #8 – RE: TEMPORARY EMPLOYEES – EXTERNAL HIRES

The Union and the Employer agree that Article 8 of the Collective Agreement specifies the process for filling vacancies within the Bargaining unit, specifically for “Temporary Short Term and Temporary Long Term Vacancies”.

For the purposes of this Collective Agreement, temporary employees are those individuals that are hired into the County for the following circumstances:

- (a) to replace an employee absence:
 - (i) on a statutory leave of absence (parental, pregnancy leave, etc.);
 - (ii) due to illness/injury (including workplace related illnesses and injuries);
 - (iii) on any other employer approved absence.

The parties agree that the Employer will endeavor to fill vacancies from within the bargaining unit when applicants have the necessary skill, ability and qualifications, as per Article 8.03. The Employer recognizes that hiring qualified internal candidates contributes to their personal growth and assists in providing the employer with flexible workforce.

The parties agree that if no qualified bargaining unit member has posted for such vacancies, the Employer may hire from outside the bargaining unit in order to temporarily fill the vacancy.

LETTER OF UNDERSTANDING #9 – RE: SUNDAY WORK FOR LIBRARY [ART. 9.01 i) (b)] AND MAINTENANCE, DRIVER WORKERS AND CLEANERS [ART. 9.01 iii) (b)]

The Employer agrees to provide two (2) months’ notice to all affected full-time employees prior to the implementation of Sunday’s as part of weekly hours of work. Further, the Employer commits to providing all affected full-time employees with one (1) Sunday off per month.

DATED IN WINDSOR & WYOMING, ONTARIO THIS 18th DAY OF January, 2024

FOR THE COMPANY

Longfuto
Ramie Webb
Myra
Dan
Bill

FOR THE UNION

Michele Lammie
Angela
Ann
M.D.
Jim

rs:cope343

