



**COLLECTIVE AGREEMENT**

**between**

**The Welland Public Library**

**and**

**The Canadian Union of Public Employees Local 1115**

**For the Period of:**

**July 1, 2019 to December 31, 2021**



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## **ARTICLE 1 PURPOSE**

- 1.01 The purpose of the agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with the procedures for dealing with grievances.
- 1.02 Furthermore, it is the purpose of both Parties to the Agreement:
- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees;
  - (b) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in the Agreement;
  - (c) it is recognized that the parties covered by the Agreement wish to work cooperatively to provide the best possible level of service;
  - (d) to promote the morale, well-being and security of all employees in the Bargaining Unit as described therein.

## **ARTICLE 2 RECOGNITION**

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the Welland Public Library at all locations in the City of Welland, save and except the following which are excluded:
- Chief Executive Officer (CEO)
  - Deputy Chief Executive Officer
  - Managers
  - Supervisors
  - Persons above the rank of Supervisor
  - IT Analyst
  - Students or temporary workers hired under government grants and co-ops
- (b) (i) The Employer agrees to notify the Union, in writing, of the name and classification of persons newly assigned to classifications excluded from the Bargaining Unit set out in Article 2.01(a).
- (ii) If the Union wishes to discuss such an exclusion, the Union will give written notice to the Chief Executive Officer of the Employer, and a meeting of the Parties will be held promptly for such discussion.
- (iii) If the Union does not agree with the actions taken by the Employer under 2.01(b)(i) it may file a grievance which shall go directly to Step #2 of the grievance procedure or may exercise any right contained in Ontario Labour Relations Act as amended.
- (c) Employees excluded from the bargaining unit shall not perform bargaining unit work to such extent as to cause displacement, lay off or a reduction in wages of bargaining unit employees, except for the purposes of instruction, experimenting, emergencies, or when a regular qualified employee is not readily available (the

call out list has been exhausted) and the work involved is less than two (2) hours in duration.

Students or temporary workers hired under government grants and co-operative programs shall work collaboratively with bargaining unit employees provided that it does not cause displacement or lay off of a bargaining unit employee.

For programming and outreach duties that are directly linked to introductory computer literacy, the Library's core values of literacy, information, and life-long learning, the use of employees not covered by this collective agreement, volunteers or paid presenters may only be used in cases where any full-time employee regardless of department cannot provide the expertise required to run the program or to perform work not normally provided by members of the bargaining unit.

- 2.02 The word "Employee" in the agreement shall mean the employees for whom the Union is Bargaining Agent as set out in Article 2.01 (a).
- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.04 Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.
- 2.05 (a) Full-time employees are those persons who have been hired to fill a permanent full-time position of thirty-five (35) hours per week.
- (b) Part-time employees are those persons who have been hired to fill a position, with a minimum of sixteen (16) hours weekly, on a trial basis as per Letter of Understanding #1.
- (c) Library Pages will work a minimum of five (5) hours weekly.

### **ARTICLE 3 UNION SECURITY**

- 3.01 The Employer agrees that each new employee, after thirty (30) calendar days of employment and each present employee shall, as a condition of employment,
- (a) become and remain members in good standing of the Union; and
- (b) have deducted on the regular pay cycle initiation fees where applicable and such monthly Union dues as are uniformly levied in accordance with the Constitution and By-laws of the Union. The total amount of the monthly deduction will be transmitted regularly each month to the Secretary-Treasurer of the Union.
- (c) The Employer, when interviewing prospective employees, agrees to advise such persons of the existence of a Collective Agreement. On commencing employment, the Employer shall provide the new employee with a copy of the current Collective Agreement.

- (d) Within thirty (30) working days of the signing of a renewal agreement, the Employer will have printed sufficient copies of the contract so that each member shall receive a copy and allow for the Union Office to receive fifteen (15) copies. Signatures will be included in the contracts.
- 3.02 With the first transmission of dues, the Employer will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmission, the Employer will show any changes in employees or deductions.
- 3.03 The Union will deliver to the Employer a letter, certified by the Recording Secretary, setting out the amounts of initiation fees and monthly dues mentioned in Article 3.01 and the name and address of the Secretary-Treasurer.
- 3.04 The Employer shall endeavor to comply with the provisions of this Article, however, the Employer is held harmless by the Union of any and all responsibility and liability for deducting or failing to deduct these monies.
- 3.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall type the amount of Union dues paid by each Union Member in the previous year.
- 3.06 If an employee is not on the payroll, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

#### **ARTICLE 4 RELATIONSHIP**

- 4.01 The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and without limiting the generality of the following:
  - (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by its employees;
  - (b) hire, evaluate, classify, direct, transfer, promote, demote, schedule, assign employees to tasks, layoff, discipline, suspend or discharge employees, to plan and control operations; to select and retrain employees for positions excluded from the bargaining unit provided the written consent of such employee is first obtained; and to transfer employees into the bargaining unit.
  - (c) generally to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work (scheduling of shifts and overtime, the number of employees to be employed), the standards of performance, the extension, limitation, curtailment or cessation of operation or any part, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.
- 4.02 The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to and discussion with the Union.

- 4.03 The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.
- 4.04 The question of whether one of these foregoing rights is limited by this Agreement may be decided through the Grievance procedure.
- 4.05 The Employer shall make available to the Union, on request, information relating to wage rates and pension and welfare plans for unionized positions covered under CUPE Local 1115.
- 4.06 The Employer shall protect all bargaining unit employees in the indemnity and defense of employees of the Employer against liability incurred while acting on behalf of the library.

## **ARTICLE 5 DISCRIMINATION**

- 5.01 The Employer agrees that there shall be no discrimination, harassment, as defined by the Ontario Human Rights Code, interference or coercion exercised or practiced with respect to any employee because of their membership or activity in the Union and/or by reason of political affiliation. Furthermore, the Employer and the Union agree that their representatives and members will adhere to the provisions contained in the Human Rights Code of Ontario and Bill 168 (Occupational Health and Safety Amendments Act) and Bill 132 (Sexual Violence and Harassment Action Plan Act), as amended from time to time.
- 5.02 Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon the employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on the Employer premises during working hours, except as is provided in this agreement or mutually agreed upon.

## **ARTICLE 6 STEWARDS AND UNION COMMITTEE**

- 6.01 The Employer will recognize;
- (a) Two (2) Stewards no more than one from the same division.
    - (i) Main Library
    - (ii) Seaway Mall Branch and Diamond Trail Branch
  - (b) A Chief Steward
  - (c) A Union Grievance Committee of three (3) members, of whom one (1) shall be the President of the Union or their representative; a second shall be the Chief Steward. If a grievance is to be considered, another shall be the Steward concerned with the grievance.
  - (d) A Union Negotiating Committee of four (4) members, of whom two (2) shall be employees, one (1) shall be the President of the Local or their representative and the CUPE National Representative for the purpose of reviewing or amending this Agreement.

- (e) In order to be a Steward or member of the Union committee, the employee must have completed their probationary period and be placed on the seniority list.
- (f)
  - (i) The Union shall keep the Employer informed in writing the names of all its Officers, Committee members and Stewards.
  - (ii) The representatives of the Employer who have functions under this agreement are deemed to be the Chief Executive Officer, Deputy Chief Executive Officer, Managers, Supervisors, and City of Welland Human Resources Staff.
- (g) The Employer agrees that a maximum of up to ten (10) hours per month of paid representation shall be provided to the Union. Such time may be utilized by no more than three (3) officers and/or stewards and no more than two (2) shall be from the same location. Requests for their time shall be made by the Union President to the Employer and shall not be unreasonably denied.

Further to the above, it is agreed that requests for Union leaves of absences to attend executive board meetings once a month will not be unreasonably denied.

- 6.02 The Employer will recognize a Labour Management Committee consisting of not more than three (3) Union members, one (1) of whom shall be the President, for the purpose of meeting with not more than three (3) representatives of the Employer to maintain communications between the parties and to discuss matters of mutual concern. An additional representative from the City of Welland, Human Resources Department, and the Union National Representative of Canadian Union of Public Employees reserves the right to be present at any Labour Management meeting.

This Committee will meet quarterly at a mutually agreeable time. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before the date scheduled for the meeting of this Committee.

- 6.03 It is understood that a Steward has their regular work to perform on behalf of the Employer, and that they will not leave their work without obtaining permission from their Supervisor. When resuming their regular work, they will report to their Supervisor and will give any reasonable explanation which may be requested with respect to their absence.

- 6.04 It is clearly understood that a Steward will not absent themselves from their regular work unreasonably in order to deal with grievances of employees. In accordance with this understanding, the Employer agrees to compensate, in accordance with the terms of this agreement, a Steward for their hours spent in servicing grievances of employees as well as a Union Grievance Committee Member and a Union Negotiating Committee Member for time spent in attending meetings with the Employer during their regular working hours, including time spent in meetings involving a third party; i.e., conciliation, mediation and/or arbitration.

- 6.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.



6.06 In the period of ninety (90) days prior to the termination of this Collective Agreement, each member of the Union Negotiating Committee shall be entitled to one day off with pay to prepare for negotiations, provided that the employer shall receive reasonable notice of such one day leave of absence.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

7.01 Should any differences arise between the Employer and any of the employees from the interpretation, application, administration or alleged violation of the provisions of this agreement or any other labour-related legislation, an earnest effort will be made to settle such differences without undue delay in the following manner.

7.02 Any differences should first be taken up verbally by the aggrieved employee and/or Steward, provided that it is presented within ten (10) days, directly with the aggrieved employee's immediate Supervisor. Both the union and the Supervisor will record the date of the meeting.

7.03 Step 1: If the initial meeting with the immediate Supervisor does not resolve the differences between the parties, a written grievance, signed by the grievor, will be submitted within ten (10) days to the employee's immediate Supervisor.

The grievance shall specify the date upon which the complaint or difference is said to have occurred, the articles of the Agreement or any other related legislation that are alleged to have been violated and the remedy requested.

The Supervisor will respond to the subject nature of the grievance outlining reason(s) for denying or resolving the grievance. The Supervisor will give a written decision within ten (10) days of receipt of the grievance, to the employee and forward a copy to the President and Chief Steward. If the differences are not resolved at Step 1, the grievor may proceed to Step 2.

7.04 Step 2: If the grievance is not settled in Step 1, the Union will refer the grievance to Step 2 within five (5) days to the Chief Executive Officer via the Manager of Human Resources or his/her designate. Human Resources will convene a meeting consisting of the Chief Executive Officer, the grievor and Union Representative as soon as reasonably practicable. The Chief Executive Officer will respond in writing to the grievor, with a copy to the Union, within fifteen (15) days of the meeting.

Grievances dealing with discharge or suspension shall be submitted directly to Step 2 of the Grievance Procedure.

7.05 Policy Grievance: When it is evident that a grievance is of such nature that it is beyond the jurisdiction of a Supervisor, the grievance will proceed directly to Step 2.

A Policy Grievance is defined and limited to one which alleges:

- (i) An incorrect interpretation or administration of the Agreement or other related labour legislation which may affect the collective interests of the Bargaining Unit;

- (ii) A breach of an announced or existing policy of the Library concerning benefits or rights established under the Collective Agreement;

Prior to proceeding to arbitration, the parties may agree to utilize the services of a Grievance Mediator. All time limits to proceed to arbitration will be suspended. If the grievance is not resolved at Mediation, the time limits to proceed to arbitration will commence on the first day after the grievance mediation meeting.

The cost of a Grievance Mediator's services will be jointly shared between the Union and the Employer.

7.06 Arbitration: Any grievance (including a Union policy grievance) not settled as a result of the foregoing procedure as set out in the Grievance Procedure article, can be referred to Arbitration within thirty (30) days of such notification of decision under Step II of the Grievance Procedure.

- (a) If no written intention to refer to arbitration is received within fifteen (15) days, the grievance shall be deemed to be abandoned.
- (b) The parties are in agreement that the selections of an Arbitrator, for any/all Grievances proceeding to Arbitration, will be mutually agreed upon. If the parties cannot agree on an arbitrator, the Minister of Labour for the Province of Ontario shall be asked to appoint one.
- (c) The cost of the Arbitrator and meeting room(s) of the arbitration shall be shared equally between the Employer and the Union.
- (d) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify add to or amend any part of this Agreement.
- (e) The decision of the Arbitration will be final and binding upon the parties to this Agreement and the employees.

7.07 All time limits specified in the foregoing stages may be extended by mutual agreement.

## **ARTICLE 8 DISCHARGE OR DISCIPLINE CASES**

8.01 A claim of an employee that he has been unjustly discharged or disciplined shall be treated as a grievance, if a written statement of such grievance is lodged with the Manager of Human Resources within three (3) working days after the discharge or discipline, or within three (3) working days after the Union and the Chief Steward have been notified in writing of the discharge or discipline, whichever is the latter. Such special grievance shall be dealt with at Step 2 and the balance of the Grievance Procedure.

8.02 The Employer will notify the Union and the Chief Steward in writing of all discharge or discipline cases as soon as possible, but within five (5) working days, giving the name of the employee concerned and the reason for the discharge or discipline.

8.03 Such special grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for loss or by any other arrangement which is just and equitable in the opinion of the conferring Parties, including Arbitration.

8.04 If an employee, who has been given a written warning or suspension or other form of formal discipline, maintains a clear record for twenty-four (24) months following their last written warning or suspension or formal discipline, the employee's record shall be cleared as of the end of such period.

Coaching and counselling letters used by the Employer to identify concerns with the employee's performance and identify expectations required for improvement are non-disciplinary and may form part of an employee's record. It is further understood that any instances of these documents should be removed from an employee's record after twenty-four (24) months.

8.05 In all cases of discipline or discharge, the employee concerned shall be given the reasons for such in the presence of their Steward or other Officer of the Local, in the case of unavailability of their Steward, by registered letter, if the employee is absent more than ten (10) working days at the time of discipline.

## **ARTICLE 9 STRIKES OR LOCKOUTS**

9.01 During the life of this agreement, the Union agrees that there will be no strike, sit down, slow down or other collective action that will interfere with the Employer's operations, and the Employer agrees that there will be no lockouts.

9.02 An employee covered by this agreement shall have the right to refuse to do the work of striking or locked out employees of the Employer. An employee covered by this agreement will not be required to cross a picket line at another employer if the crossing of such picket line could cause harm or damage to the person or property of the employee or to the property of the Employer.

## **ARTICLE 10 SENIORITY**

10.01 (a) Seniority is defined as length of continuous service with the Employer in a bargaining unit position. This shall not alter the seniority of any employees hired prior to the existence of the bargaining unit. It is understood that all the following seniority rights are designed to give to each employee, according to their seniority with the Employer, an equitable measure of job choice and job security consistent with the efficient operation of the business.

(b) Full-time seniority means the length of service with the Employer in a bargaining unit position calculated from the date upon which the employee last commenced full-time employment with the Employer.

(c) Part-time employee seniority shall be calculated on the basis of one (1) hour seniority for each hour worked. Each year of seniority is based on having worked one thousand eight hundred twenty (1820) hours. This seniority is not transferable to a full-time position.

- (d) Page employee seniority shall be calculated on the basis of one (1) hour seniority for each hour worked. Each year of seniority is based on having worked one thousand eight hundred twenty (1820) hours. This seniority is transferable to a part-time position only.
  - (e) The President, Vice-President, Chief Steward shall be exempt from layoff during the terms of their office so long as work is available for which they are qualified and willing to perform notwithstanding their position on the seniority list.
- 10.02 (a) Until a permanent employee has completed their first ninety (90) working days, which shall be known as their probationary period, they may not exercise seniority rights or grieve regarding discharge.
- (b) The probationary period for part-time employees shall be six (6) months from the date of hire. The probationary period for page employees shall be nine (9) months from date of hire. Until said employee completes the probationary period they may not exercise seniority rights or grieve regarding discharge.
- 10.03 (a) A permanent employee shall be an employee whom the Employer expects will work twelve (12) consecutive months, but the use of the word "permanent" shall not mean a guarantee of year-round employment.
- (b) The Employer shall prepare and post a copy of the seniority list and deliver a copy to the Union. The list shall be brought up to date as at April 30<sup>th</sup> and October 31<sup>st</sup> of each year, and copies shall be posted, and a copy shall be delivered to the Union. At any time during working hours up-to-date seniority information shall be available to Union Stewards on application to the Chief Executive Officer or Human Resources.
- 10.04 (a) An employee shall be considered to have terminated their employment and have lost their seniority rights for the following reasons:
- (i) if the employee quits;
  - (ii) after thirty-six (36) consecutive months of layoff;
  - (iii) if the employee is discharged and the discharge is not reversed through the Grievance Procedure;
  - (iv) if an employee has been absent for five (5) consecutive working days without having notified directly the Employer, unless a satisfactory reason is given;
  - (v) if an employee is laid off and fails to return to work within (5) working days after being notified by registered mail to their last known address on the Employer records, to report for work and does not give a satisfactory reason;
  - (vi) if an employee overstays a leave of absence granted in writing by the Employer and does not secure an extension of such leave, unless a satisfactory reason in writing is given to the Employer;
  - (vii) if the employee retires;

- (b) Seniority shall not be considered as broken during an absence of up to two (2) years due to illness or while on leave of absence granted by the Employer.
- (c) In the event of termination of employment,
  - (i) In the event of termination of employment of full-time employees (where applicable), all benefits and the sick leave plan (Short Term Disability and Long Term Disability) will cease.
  - (ii) In the event of lay-off from employment of permanent employees the Short Term and Long Term Disability Plans shall terminate immediately and for employees with at least one (1) year seniority, they shall have their Extended Health Benefit Plan, Dental and Group Life Insurance continued for a three (3) month period from the date of lay-off.

## **ARTICLE 11 – JOB POSTINGS, LAYOFFS, RECALLS**

11.01 In promotions, demotions, transfers, layoffs, and recalls, the following factors shall be considered:

- (a) knowledge, efficiency and ability to do the work of the job;
- (b) physical fitness;
- (c) seniority;

and when factors (a) and (b) are relatively equal, factor (c) shall govern.

11.02 Employees shall work on jobs assigned to them by the Employer from time to time, provided that the right to make permanent transfers shall, subject to 11.05, be dealt with in the following manner:

- (a) Permanent vacancies shall be posted for a period of five (5) days. Temporary vacancies shall be posted for a period of three (3) days. If no qualified applicant applies, the vacancy may be filled by the Employer with other employees or by new hires. All temporary part-time and page vacancies shall be posted internally and externally concurrently for a minimum of three (3) days. Posting days shall be Monday – Saturday.
  - (i) All temporary vacancies resulting from pregnancy, parental or leave of absence shall be posted first internally and if not filled internally, the Employer may advertise externally.
  - (ii) An employee who accepts a temporary position must remain in that temporary position, until it ends or for at least six (6) months, whichever comes first. The employee shall be permitted to vacate the temporary position earlier if the employee is accepting a permanent position. Upon acceptance of the permanent position, the employee shall not be permitted to apply or be awarded any further temporary job postings for a period of six (6) months.

- (iii) In the event that the employee returns to their original position before the trial period is completed, the Employer will elect the next qualified applicant from the original posting file. If there is no qualified internal applicant in the file, the employer shall be allowed to advertise externally.
- (b) The posting shall show the position vacant, the requirements of the job and the wages for it. Where the Employer determines that testing is required, the following shall apply:
  - (i) Applicants shall be given notice of seven (7) calendar days of the testing date.
  - (ii) Applicants shall be apprised of the general nature of the subject matter upon which they will be tested or on which they are to make a presentation seven (7) calendar days prior to the testing date.
  - (iii) The Employer will ensure that all applicants taking the test do so under the same circumstances and conditions.
  - (iv) The content of the test must be relevant to the duties of the job.
- (c)
  - (i) An employee may apply for a posted job as designated on the posting, by submitting a resume and cover letter to the Human Resources Department.
  - (ii) Upon the filling of a posted job, Human Resources shall post the name and the seniority status of the successful applicant.
  - (iii) Any employee applying for a vacancy filled by a person with less seniority may request, and shall receive reasons why they did not get the job. Any such request shall be made to Human Resources within three (3) days of the filling of the vacancy, and the answer shall be given within three (3) days of the making of the request.
  - (iv) The Union shall be notified of the name of a successful applicant by the Human Resources Department.
  - (v) Applicants will be notified by the Human Resources Department, within ten (10) days from the termination date of the job posting, of the decision regarding their application.
- (d) The Employer shall be free to temporarily fill a vacancy during the posting period or for vacations of thirty (30) working days or less due to an approved leave, if it sees fit, and no grievance may be filed under Article 11.02 until notification is received under 11.02 (c) (iv).
- (e) In Article 11.02, vacancies shall mean those of a long-term nature as such may arise through terminations, new jobs, extended illnesses, or injury, death and retirements; as well this shall include leaves of absences granted in excess of one year and shall include all vacancies arising from the original vacancy. Vacancies shall be posted within five (5) days except if the Employer intends to postpone the filling of a vacancy, or not to fill it, in which case, the Employer shall so notify the

Union within twenty (20) days from the date the vacancy occurred of the reasons for such postponement or not filling the vacancy.

(f) If the Union is not in agreement with the reasons for postponing or not filling the vacancy, a meeting between the Parties shall be held within (10) days after the Union has notified the Employer of their wish for such meeting. If the Parties are unable to reach an agreement, the matter may be the subject of a grievance at Step two (2) of the Grievance Procedure.

(g) In Article 11.02, "days" shall mean working days.

(h) Dual positions are not permitted under this agreement.

11.03 (a) Subject to the provisions of 11.01, when layoffs are necessary, employees shall be laid off in the following order, by reverse order of seniority:

- (i) Probationary employees;
- (ii) Part-time employees on the seniority list;
- (iii) Full-time employees on the seniority list;

(b) The Employer will give five (5) working days' notice to an employee of a layoff which exceeds five (5) working days.

(c) In the case of a probationary employee, it shall only be necessary for the Union to be notified.

(d) Employees shall be recalled after layoff in the reverse order to that in which they were laid off.

11.04 An employee seconded or who accepts a temporary position outside the Bargaining Unit shall accumulate seniority for a period of one (1) year from the date of the posting or transfer period. After which time seniority will be frozen unless extended by mutual agreement between the Employer and the Union. Such employee, on their return to the Bargaining Unit shall return to the classification in which they held at the time they left the Bargaining Unit, if it still exists or shall exercise their seniority rights, if it no longer exists. The employee shall continue to pay Union dues while outside the Bargaining Unit, in the amount the employee was paying prior to accepting the non-Union position.

11.05 (a) Should the Employer merge, amalgamate or combine any of its operations with another Library Board, the Employer agrees that the other Library Board will recognize the Union and apply the terms and conditions of the agreement.

(b) No employee who is a Union member, shall suffer a loss of employment or wage reduction, under a shared service agreement with another Library Board.

(c) All work and services presently performed by members of CUPE shall continue to be performed by CUPE members under a shared services agreement with another Library Board.

- 11.06 When a reduction in workload or a re-organization occurs and creates a surplus of employees in a classification, the employee with the least seniority in that classification will be displaced.
- (a) Full-time employees shall first bump employees in full-time positions, if there is no available position in the employee complement, the employee can bump into a position in the part-time complement.
  - (b) Part-time employees shall only be able to bump employees in part-time positions.
  - (c) Incumbents in contract positions, which are the result of a government grant, cannot be bumped.
- 11.07 An employee accepted for a posted position shall be subject to a trial period of sixty (60) working days worked by the employee. If their performance is unsatisfactory to the Employer during the trial period, they shall revert to their former position. If the position no longer exists, the employee shall exercise their seniority rights.
- (a) If the employee relinquishes the job within the trial period, they shall revert to their former position. If the position no longer exists, the employee shall exercise their seniority rights. Other employee(s) affected by this shall revert to their former position. The Employer may appoint the next qualified applicant from the competition without reposting.

## **ARTICLE 12 WAGES**

- 12.01 The Employer agrees to pay and the Union agrees to accept the salaries and wage rates set out in Schedule "A" attached thereto which become part of their Collective Agreement.
- 12.02 Employees shall be paid every other Thursday via direct deposit.
- 12.03 The Employer shall draw up job descriptions for positions and classifications for which the Union is Bargaining Agent. These descriptions shall be presented to the Union and shall become the recognized job description, unless the Union presents written objections within thirty (30) days, subject to the Grievance Procedure.
- 12.04 Existing classifications shall not be eliminated without prior notice to and discussion with the Union.

## **ARTICLE 13 HOURS OF WORK**

- 13.01 Hours of work for employees at the Welland Public Library established by Management, will be between the following hours:
- Monday – Friday 8:00am to 10:00pm
  - Saturday 8:00am to 6:00pm
  - Sunday 12:00pm to 5:00pm



Diamond Trail Branch observes summer hours in July and August which will be between the following hours:

Monday – Wednesday 12:30pm to 5:00pm

Thursday 3:30pm to 8:00pm

Saturday 11:00am to 3:00pm

- (a) Requests for change or switch in posted work schedule must be submitted in writing to the Supervisor and are subject to the discretion of the Supervisor.

Employees will be permitted to switch shifts of equal value (eg: 4 hours for 4 hours) with other staff in the same complement, provided that both shifts are scheduled within the same pay period. Shift switches of unequal value may be permitted, if there are no additional costs for the employer and such a switch is by mutual agreement between the parties involved. Such an accommodation will relieve the employer of the minimum requirement for working hours, if applicable. All switches are still subject to the discretion and approval of the supervisor.

- (b) The number of hours in a regular work week is thirty-five (35) hours, Monday to Saturday. Any hours scheduled beyond thirty-five (35) hours per week is considered overtime.
- (c) Three (3) weeks notification will be provided to the Union in the event of any change to the employee's established work schedule. Any schedule established will be for a period of no less than six weeks.
- (d) Full time work schedules may require two evenings until 8:00 p.m. or 9:00 p.m. (dependent on the branch) but no more than two (2) evenings, unless mutually agreed upon between the parties.
- (e) The Employer does not guarantee the above standard or other hours of work, but before any change is made in the stopping and starting times, as stated in the above, or new or different shifts are established, there will be prior notice to and discussion with the Union.

13.02 (i) Work Week – Part-Time Employees

The work week for part-time employees is a minimum of 16 hours weekly (on a trial basis as per Letter of Understanding #1).

(ii) Work Week - Library Pages

The work week for Library Pages is a minimum of five (5) hours weekly.

(iii) Any hours scheduled beyond thirty-five (35) hours for part-time and Library Pages will be considered overtime.

- 13.03 Staff will be permitted to switch lunches with other staff members provided that supervisory approval is received, and it is operationally feasible to allow the switch.

- 13.04 Extra shifts offered to Part-time staff and Library Pages will be offered in seniority order on a rotating basis to ensure equitable distribution of hours.

#### **ARTICLE 14 OVERTIME**

- 14.01 All employees shall be subject to a schedule which can include evenings and weekends.
- (a) Overtime is defined as time worked in excess of seven (7) hours per working day, or beyond thirty-five (35) hours per week, or work performed on a holiday as required by the Employer. All overtime shall be paid for at the rate of time and one-half for all hours worked.
  - (b) Employees must receive approval from their Supervisor before working more than thirty-five (35) hours in a week.
  - (c) Time spent at a conference, conventions, workshop, seminar, meeting or similar training course shall not apply under this section, nor shall travel time to attend the above.
  - (d) Overtime shall be distributed as equitably as possible among those employees who normally perform the work, preference being initially granted to employees with greatest seniority on a rotation basis. It is understood and agreed that an agreement to work overtime is voluntary and paid the appropriate overtime rates as per this Article.
  - (e) If mutually agreed upon by the Employer and employee, an employee's shift may be extended up to two (2) hours prior to or following their regularly scheduled shift to provide coverage in the case of an emergency or staffing issues. Any coverage required over two (2) hours will be distributed in accordance with Article 14.01 (d).

#### **ARTICLE 15 MEAL ALLOWANCE AND BREAKS**

- 15.01 When an employee continues to work after completing their regular shift without a break for a meal, such an employee shall be paid an additional nine dollars (\$9.00) meal allowance after one and one-half (1-1/2) hours of overtime. Such employee shall receive an additional nine dollars (\$9.00) for every four (4) hours or fraction thereof of overtime.
- 15.02 Full-time employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each scheduled work period in an area made available by the Employer.
- Part-time employees and pages shall receive rest periods and a meal break in accordance with the *Employment Standards Act*.

#### **ARTICLE 16 VACATIONS**

- 16.01 Full-time employees shall receive vacation on the following basis:

Years of Service as of January 1<sup>st</sup>  
Of the Vacation Year

VACATION

Less than one (1) year	1 day per month to a maximum of 10 days
1 year but less than 3 years	2 weeks
3 years but less than 8 years	3 weeks
8 years but less than 16 years	4 weeks
16 years but less than 25 years	5 weeks
25 years	6 weeks

- (a) The vacation year shall be the calendar year.
- (b) Vacation pay shall be the standard hours for the vacation multiplied by their classified hourly rate, or the applicable percentage of gross income for the preceding calendar year, whichever is the greater.
- (c) An employee who ceases to be entitled to receive pay due to being granted a leave of absence without pay shall have their vacation and vacation pay pro-rated.
- (d) The Employer shall set vacation times and in doing so shall take into account the wishes of the employees in each Department on the basis of seniority. Effective January 1, lists calling for vacation requirements shall be posted by October 1<sup>st</sup>, for a period of two weeks, and a complete vacation schedule shall be posted by October 31<sup>st</sup> for the following year. Any vacation request submitted after October 31<sup>st</sup> shall be taken into consideration but by no means shall it affect those posted by October 31<sup>st</sup>. Employees may be permitted to take their vacation in an unbroken period. Vacations shall normally be taken in the vacation year in which the employee earned it, or in any event, by the end of the following year. Vacation carried forward to the next year is limited to ten (10) days and must be used in the that following year.
- (e) An Employee shall earn, but not be entitled to take, vacation leave during their probationary period.
- (f) If a paid holiday occurs during an Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time mutually agreeable to the Employee and the Chief Executive Officer or designate.
- (g) In the case of termination or resignation where the employee has taken more vacation then they are entitled to in that year, the Employer reserves the right to claw-back the overpayment on the employee's final pay.
- (h) If an illness falls during a vacation period and a doctor's certificate is produced, the vacation time will be reinstated. The lost time will be applied to sick days.
- (i) In the case of death of an employee, accrued vacation earned to date of death, shall be paid by cheque to the employee's estate.

- (j) Full time employees will not be paid out for vacation not taken, except in cases of termination.
- (k) Once the vacation is posted on the schedule, it may be cancelled up to one (1) week prior to the employee taking the vacation unless the cancellation is for emergency reasons. The Employer has the right to adjust the work schedule accordingly to provide adequate coverage as a result of the cancellation request.
- (l) Full-time employee vacation requests will take precedent over part-time employee requests.
- (m) No more than three (3) full-time and part-time employees, and one (1) page employee can be off at any given time. Exceptions may be granted at the discretion of the Supervisor.
- (n) A part-time employee entitled to greater than two (2) weeks of vacation in accordance with the *Employment Standards Act*, shall not receive less than their current entitlement should they become full-time employee.

16.02 Part-time employees shall be granted vacation in accordance with the Employment Standards Act.

**ARTICLE 17 PAID HOLIDAYS**

17.01 A regular employee shall receive without working, the equivalent of one (1) day's pay at their classification rate for each of the following holidays regardless of which day the holiday falls:

- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Canada Day     |                  |

Christmas Eve and New Year's Eve are working days but full-time employees scheduled to work will work a half day but will be paid for the full day, regardless of when the Library closes at the discretion of the Library Board.

- (a) An employee will be entitled to receive holiday pay provided they;
  - (i) work their entire regularly scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by the Chief Executive Officer or designate.
  - (ii) is on the active payroll of the Employer and not on workers' compensation or lay-off.
- (b) The Employer may declare a day in lieu of a paid holiday if the paid holiday falls on a non-working day.

- (c) Part-time employees and pages will be paid for public holidays as per the *Employment Standards Act* as amended.
- (d) When one of the said holidays falls on a Saturday, Sunday, or the full-time employee's regularly scheduled day off, the Employer shall have the choice of granting an alternative day off with pay, or an additional day's pay. An alternative day off with pay shall be taken at a time mutually agreed upon between the employee and their Supervisor.
- (e) If any of the above holidays falls or is observed during an employee's vacation, they shall be entitled to an extra day's pay at their regular straight time rate or to an extra day's vacation with pay, as the Employer elects.
- (f) An employee required to work on the day on which a holiday is observed shall be paid for all hours worked on the holiday at one and one-half times their regular straight time rate in addition to any holiday pay to which they may be entitled.

**ARTICLE 18 LIEU TIME**

- 18.01 By mutual agreement between the Employer and the employee involved, time off with pay at the appropriate overtime rate may be granted in lieu of cash payment for overtime worked. If there is no mutual agreement, cash payment will be made.
- 18.02 Lieu time will not be carried over and must be taken by the end of the year, or it will be paid out.

**ARTICLE 19 LEAVE OF ABSENCE AND TRAINING COURSES**

- 19.01 No more than one (1) employee elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for same, provided the Employer is given reasonable notice.

The Employer will continue to compensate an employee on such a leave. The Employer will subsequently bill the Union for the leave.

- 19.02 Pregnancy and Parental leave shall be in accordance with the current *Employment Standards Act* as amended.

- 19.03 Upon written application by a full-time employee to the Chief Executive Officer and/or Supervisor, consideration will be given to pro-rate up to five (5) additional working days for leave of absence purposes. Deductions will be based on the payroll schedule. Time taken will be by mutual consent. Written application must be submitted by the employee annually no later than October 30<sup>th</sup> of the preceding year. Such requests will not be unreasonably denied.

Full-time employees shall be granted up to three (3) personal leave days.

- a) Full-time employees hired throughout the year shall receive personal leave days pro-rated as follows;

January- April	3 days
May – August	2 days
September–December	1 day

- b) Full- time employees may request to utilize personal days in one (1) hour increments provided requests are made in advance, and the operation isn't affected.
- c) Part-time employees and library pages will be granted leave days in accordance with the *Employment Standards Act* as amended.

**ARTICLE 20 GENERAL BENEFIT PLAN**

20.01 The Employer shall make available services subject to the provisions of the Benefit Plan to eligible full-time employees.

- (a) Benefits for eligible employees (being full-time employees) will commence after, three (3) calendar months, and will cease at the end of employment.
- (b) The Employer shall pay on behalf of all full-time employees one hundred percent (100%) of the premium costs excluding long-term disability.
- (c) The Employer shall have the right to determine the insurance carrier of any of the benefits under the General Benefit Plan, assuming equal coverage is provided. For further certainty, in this Article, "coverage" includes both entitlement to benefits and costs to the employee. In the event of an increased cost to an employee, the Employer agrees to pay one hundred per cent (100%) of the difference between coverage under the Policy in effect at the time and any new policy with the exception of long-term disability. The employee pays one hundred percent (100%) of the premium costs for long-term disability insurance.
- (d) All employees covered under this plan will receive an up to date benefit booklet outlining the coverage they are entitled to including but not limited to:
  - (i) Life Insurance with Accidental Death and Dismemberment in the amount of \$40,000, reducing by fifty (50) percent at age 65. Life insurance ends when employee reaches age seventy-one (71).
  - (ii) The dispensing fee portion of a prescription drug charge is limited to \$10.00.
  - (iii) Hearing Aids - \$700.00 maximum every five (5) years
  - (iv) Paramedical
    - Chiropractor - \$500.00 per year
    - Physiotherapist - \$500.00 per year

- Massage Therapy - \$500.00 per year
  - Acupuncture - \$500.00 per year
- (v) Vision Care
- One (1) Eye Exam every twenty-four (24) months
  - Glasses, Contact Lenses, and Laser Eye Surgery - \$400.00 maximum every twenty-four (24) months effective date of ratification.
- (vi) Dental Plan - As per RWAM  
No. 299014
- (vii) Orthotics & Orthopedic Shoes – One pair per year to a maximum of \$500.

(e) The Contact - Employee Assistance Program is offered to full-time employees and their dependents which provides access to confidential counselling and information services.

20.02 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

## ARTICLE 21 SHORT- TERM AND LONG-TERM DISABILITY PLANS

21.01 An employee who is unable to attend their regular work due to an illness, disability, injury or accident for which compensation is not payable under the *Worker's Compensation Act* may be eligible for income coverage due to illness though the following mechanisms:

- Annual Earned Sick Days
- Short Term Disability
- Long Term Disability

21.02 Annual Earned Sick Days: Effective January 1<sup>st</sup>, 2019, each full-time employee shall be entitled to thirteen (13) sick days per calendar year. One (1) sick day is equivalent to seven (7) hours.

A deduction shall be made from annual earned sick days of all normal working days (exclusive of holidays).

An employee is required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties due to illness. If the Employer requests a Certificate, the Employer agrees to pay costs for such Certificate.

21.03 Short Term Disability Plan:

(a) The Employer shall provide a Short-Term Disability Insurance Plan through a third-party insurance provider.

- (b) Claims will be assessed by the insurance provider.
- (c) Qualifying claims will be eligible for payment from the eighth (8th) calendar day of absence for sickness and the first day of injury or hospitalization, and apply for absences not compensated for Sick Leave.
- (d) Coverage will be a maximum of seventeen (17) weeks before LTD eligibility commences.
- (e) Payment will be based on 75% of weekly earnings.
- (f) The Employer will provide each employee with a copy of the Short-Term Disability Insurance Plan as provided by the selected carrier.
- (g) Short-term disability benefits will not extend beyond age sixty-five (65).

21.04 Long Term Disability Plan:

Long term disability starts on the eighteenth (18<sup>th</sup>) week of illness. Pay will continue to be maintained at sixty percent (60%) of your monthly earnings to a maximum of \$5,000.00 or eighty-five percent (85%) of your pre-disability take-home pay, whichever is less.

Payment will be the sole responsibility of the Disability Insurance Plan, and individuals must meet the qualifying conditions of the plan.

Long-Term Disability income benefits will not extend beyond age sixty-five (65).

**ARTICLE 22 RETIREMENT AND PENSION**

- 22.01 Each full-time employee in the bargaining unit shall, as a condition of employment, join the Ontario Municipal Employees Retirement System Plan (OMERS).
- 22.02 A part-time employee is eligible for OMERS subject to and in accordance with the OMERS legislation, regulations and guidelines and will be notified after the annual OMERS review of becoming eligible for enrolling in OMERS.
- 22.03 Benefits cease upon retirement of the employee.

**ARTICLE 23 BEREAVEMENT LEAVE**

- 23.01 (a) An employee shall be granted up to five (5) consecutive working days leave of absence without loss of salary or wages to attend the funeral of or to attend to bereavement responsibilities immediately following the death of a spouse (including common law as defined in the Family Law Act), child, step-child, mother, father, step-mother, step-father, brother, sister, step-brother, step-sister.
- (b) An employee shall be granted up to three (3) consecutive working days leave of absence without loss of salary or wages to attend the funeral of or to attend to bereavement responsibilities immediately following the death of a member of the



family. The family being defined as sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandchild or grandparent.

- (c) An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without loss of salary or wages to attend the funeral of his/her aunt, uncle, niece, or nephew.
- (d) Part-time employees and pages will be granted bereavement leave on the days that they are scheduled to work within a seven (7) day period.

#### **ARTICLE 24 JURY DUTY**

24.01 Any employee of the Library who is required to attend jury selection, or who is called upon to serve as a juror, or as a witness, under subpoena in a legal proceeding shall be granted leave of absence for such purpose and shall be paid full salary or wages for the period of such service, provided they shall make on application to their immediate Supervisor and deposit with the Chief Executive Officer or designate, the full amount of compensation received for such service but not including traveling and meal expenses.

An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

#### **ARTICLE 25 PERSONNEL FILE**

25.01 An employee has the right to review their personnel file after arrangements have been made with Human Resources at least twenty-four (24) hours in advance.

Employees reviewing their personnel file shall do so in the presence of a representative of Human Resources.

Documentation in the file may be provided to the employee upon request to Human Resources once the employee has reviewed the file in Human Resources.

#### **ARTICLE 26 LEGISLATION**

26.01 This agreement is subject to all legislation as amended enacted by the Governments of Ontario or Canada.

#### **ARTICLE 27 TECHNOLOGICAL CHANGES AND CONTRACTING OUT**

27.01 Without restricting its right to determine the method by which library services are to be provided, the Employer agrees that no full-time employee on a seniority list shall be laid off from work as a direct result of technological change in methods or contracting out of service provided by the Employer.

27.02 The Employer shall give at least ninety (90) calendar days written notice to the Union before the introduction of technological change, which will be discussed at the Labour Management Committee.

27.03 The Employer shall post notice of any forthcoming training courses and experimental programs as a result of technological change for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefore. Whenever possible, such notices shall be posted for a minimum of ten (10) days prior to the deadline date of enrollment for the course.

#### **ARTICLE 28 MILEAGE ALLOWANCE**

28.01 Mileage will be paid in accordance with the City of Welland policy.

#### **ARTICLE 29 NOTICES**

29.01 Each employee shall keep the Employer informed of their current address and telephone number (if any). An employee who does not keep the office informed may lose the benefits of their agreement regarding notice and may be subject to other discipline.

29.02 Notice to the Parties shall be addressed to:

- (a) Welland Public Library, 50 The Boardwalk, Welland, Ontario, L3B 6J1, in the case of the Employer, and
- (b) 110A Hannover Drive, Suite 101, St. Catharines, Ontario, L2W 1A4, in the case of the Union;
- (c) the President and Recording Secretary of the Local Union at their last known home address.

#### **ARTICLE 30 BULLETIN BOARDS**

30.01 The Employer agrees to allow the posting of Union notices on all C.U.P.E. Local 1115 bulletin boards located in the various Welland Public Library facilities where C.U.P.E. Local 1115 Bargaining Unit members normally work. All material posted will be approved and initialed by the Union President or representative prior to posting.

30.02 Such notices shall relate to appointments, meetings, and elections and conventions of the Union and the Union's social and recreational affairs.

**ARTICLE 31 AGENDA AND MINUTES**

31.01 The Employer agrees to make the Library Board Agenda and approved Meeting Minutes available on the Library website. An email will be sent to the Union President and Chief Steward advising when the agenda and/or minutes have been posted to the website.

**ARTICLE 32 HEALTH AND SAFETY**

32.01 The Employer will continue to make adequate provision for the safety and health of employees during the hours of their employment.

32.02 The Employer will recognize a Joint Health and Safety Committee consisting of not more than two (2) employees from all bargaining units, for the purpose of meeting with not more than two (2) representatives of the Employer to discuss health and safety issues. The City of Welland, Workplace Health, Safety and Wellness Specialist will attend meetings as a professional advisor. This Committee will meet quarterly at a mutually agreeable time provided that there are items for the agenda. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before the date scheduled for the meeting of this Committee.

**ARTICLE 33 DURATION OF AGREEMENT**

Wage Increase:

January 1<sup>st</sup>, 2020– 1.75%

January 1<sup>st</sup>, 2021 – 1.75%

This agreement shall be in effect from July 1, 2019 to December 31<sup>st</sup>, 2021.

**LETTER #1**

**Letter of Understanding #1**

**Re: Part-Time Hour Trial Period**

During negotiations, the Union proposed an increase to part time hours, the Employer agrees on a trial basis, part time employees working a minimum of 16 hours per week. The contents of this Letter of Understanding are based on the following rationale as presented to the Union:

- Eliminates Supervisors regularly scheduled on the desk
- Provides a minimum of 16 hours per week for part time employees
- Trial basis to be discussed in December 2021
- Full time staff will be offered scheduled shifts on Sunday in exchange for six (6) hours of lieu time instead of pay. Lieu time must be used in the year it is earned, unless approved by the Chief Executive Officer (CEO)
- Only two (2) staff will be scheduled on Sunday
- Full time staff will be offered to work three (3) Sundays per session, subject to the library being open on Sundays. A session is defined as October-April.
- Budget is very tight and could result in working short staffed as there isn't any flexibility in the budget to cover employees who call in sick

Therefore, the parties agree on a trial basis part time employees will be scheduled for a minimum of 16 hours per week. This trial period will be revisited in December 2021.

The parties further agree that any shift switches must be approved by the employee's Supervisor.

Sunday hours will be offered by seniority to full time and part time employees on a rotational basis. Any hours refused by part time employees will be counted as hours worked for the purpose of scheduling. If no part time employees are available to work Sunday hours, full time employees will be offered the hours based on seniority. The Part Time Community Engagement Assistant will be excluded from this provision as these positions are not regularly scheduled to work Sundays.


It is further agreed that if the Library budget is detrimentally affected resulting in a decrease to part time hours, the parties will meet and discuss prior to any change in hours.

Signed this 3<sup>rd</sup> day of February, ~~2020~~ <sup>2021</sup> in Welland.

For the Union:

  
\_\_\_\_\_  
Nicole Zupar  
President CUPE Local 1115

For the Welland Public Library:

  
\_\_\_\_\_  
Julianne Brunet  
CEO, Welland Public Library

**LETTER #2**

**Letter of Understanding #2**

**Re: Pay Equity Plan**

The parties commit to developing a Pay Equity Plan and Joint Job Evaluation Process for Union employees of Welland Public Library.

The parties further agree;


- (a) The Employer will enlist the services of a Consultant familiar with Public Library services.
- (b) A Pay Equity Specialist from CUPE will be involved in the development process.
- (c) Comparables for salary purposes shall be other Public Libraries.
- (d) The definition of red-circling will be established by the parties and included in the plan.

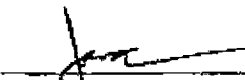
This letter forms part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of February, 2021 in Welland.

For the Union:

For the Welland Public Library:

  
\_\_\_\_\_  
Nicole Zupan  
President CUPE Local 1115

  
\_\_\_\_\_  
Julianne Brunet  
CEO, Welland Public Library

**LETTER #3**

**Letter of Understanding #3**

**RE: Grandfathering of Vacation Entitlements**

The parties recognize that the following employees were granted vacation entitlement based on part time service prior to the ratification of this agreement.

Marla Bestward  
Heather Crole-McPeake  
Annie Ferguson  
Cindy van Kralingen

These employees will continue receiving their vacation as previously allotted but in order to move to the next entitlement outlined in Article 16, they will have to meet the years of full time service for the next threshold.

New employees will be granted vacation entitlement based full time service only.

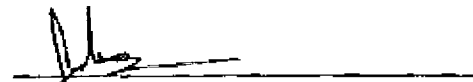
This letter forms part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of February, ~~2018~~ <sup>2021</sup> in Welland.

For the Union:

For the Welland Public Library:

  
Nicole Zupan  
President CUPE Local 1115

  
Julianne Brunet  
CEO, Welland Public Library

LETTER #4

New - Letter of Understanding #4

**Re: Full Time Employee Evening Hours**

During negotiations, the Union proposed a revised evening schedule for full time employees. The Employer agrees, on a trial basis, to a revised evening schedule for full time employees, as follows;

- Effective January 1, 2021 full time employees shall work two (2) consecutive evening shifts one week, followed by one (1) evening shift the following week.
- Evening shifts will be scheduled on consecutive days, and on the same days each week.

For clarity purposes, the evening shifts will be categorized as follows:

- A) One week Monday and Tuesday evening, with a Monday or Tuesday evening on alternating week
- B) One week Tuesday and Wednesday evening, with a Tuesday or Wednesday on the alternating week
- C) One week, Wednesday and Thursday evening, with a Wednesday or Thursday evening on the alternating week.

Choice of preferred evening shift schedule will be done by seniority, prior to implementation. Selection may be limited by position and home location due to operational requirements.


- The parties agree that any shift switches must be approved by the employee's Manager.

This trial period will be revisited in December 2021.

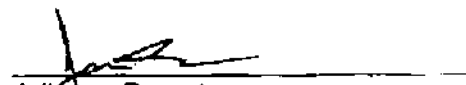
This letter forms part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of February, 2021 in Welland.

For the Union:

  
Nicole Zupan  
President CUPE Local 1115

For the Welland Public Library:

  
Julianne Brunet  
CEO, Welland Public Library

**LETTER #5**

**Letter of Understanding #5**

**Re: Long Term Disability Premiums**

As a result of discussion between the Union and the Employer, and until the parties bargain a new collective agreement, the parties agreed to the following:

The Employer shall have the right to determine the insurance carrier of any of the benefits under the General Benefit Plan, assuming equal coverage is provided. The Employee agrees to pay one hundred per cent (100%) of the premium costs for long-term disability insurance.

This letter forms part of the Collective Agreement.

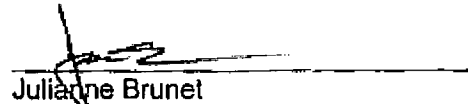
Signed this 3rd day of February <sup>2021</sup>~~2019~~ in Welland.

For the Union:

For the Union:

For the Welland Public Library:

  
\_\_\_\_\_  
Nicole Zupan  
President CUPE Local 1115

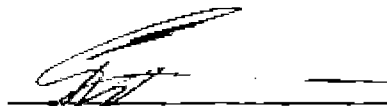
  
\_\_\_\_\_  
Julianne Brunet  
CEO, Welland Public Library

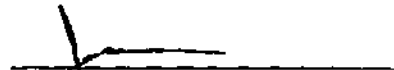


IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by their duly authorized officers and representatives.

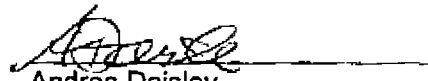
FOR THE CUPE LOCAL 1115

FOR THE WELLAND PUBLIC LIBRARY

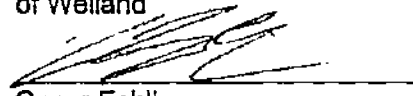
  
\_\_\_\_\_  
Steve Leavitt  
National Representative, C.U.P.E Local 1115

  
\_\_\_\_\_  
Juliette Brunet  
Chief Executive Officer,  
Welland Public Library

  
\_\_\_\_\_  
Nicole Zupan  
President CUPE Local 1115

  
\_\_\_\_\_  
Andrea Daisley  
Manager of Human Resources, City  
of Welland

  
\_\_\_\_\_  
Maria Bestward  
Negotiating Committee Member

  
\_\_\_\_\_  
Conor Echlin  
Manager of Customer Experience

  
\_\_\_\_\_  
Annie Ferguson  
Negotiating Committee Member

**SCHEDULE "A" – Full Time and Part Time Employees**

Full Time Employees		<del>2019</del> <sup>2020</sup> HOURLY RATES – 1.75%						2020 HOURLY RATES – 1.75%					
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Band 2</b>													
2	Information Associate – Adult Services	22.23	23.09	23.99	24.85	25.77	26.65	22.62	23.49	24.41	25.28	26.22	27.12
	Information Associate – Branch Services												
<b>Band 3</b>													
3	Public Services Assistant – Local History	25.53	26.56	27.57	28.60	29.59	30.66	25.98	27.02	28.05	29.10	30.11	31.20
	Library Technician - Acquisitions												
	Information Associate – Overdues and Pages												
<b>Band 4</b>													
4	Coordinator of Technical Services	28.61	29.74	30.88	32.03	33.15	34.31	29.11	30.26	31.42	32.59	33.73	34.91
	Coordinator of Branch Services												
	Coordinator of Community Engagement												
	Public Services Assistant – Children's												
<b>Part Time Employees</b>		<del>2019</del> <sup>2021</sup> HOURLY RATES – 1.75%						<del>2020</del> <sup>2021</sup> HOURLY RATES – 1.75%					
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Band 1</b>													
1	Administrative Assistant	19.31	20.09	20.85	21.61	22.41	23.17	19.65	20.44	21.21	21.99	22.80	23.58
	Circulation Clerk												
<b>Band 2</b>													
2	Information Associate	22.23	23.09	23.99	24.85	25.77	26.65	22.62	23.49	24.41	25.28	26.22	27.12
	Information Associate – Community Engagement												
	Information Associate – Children's Services												
<b>Band 3</b>													
3	Public Services Assistant	25.53	26.56	27.57	28.60	29.59	30.66	25.98	27.02	28.05	29.10	30.11	31.20
<b>Adult Pages</b>		Minimum Wage											
<b>Student Pages</b>		Student Minimum Wage											