

AGREEMENT

between

THE SAULT STE. MARIE PUBLIC LIBRARY BOARD

-and-

LOCAL NO. 67

CANADIAN UNION OF PUBLIC EMPLOYEES - LIBRARY GROUP

FEBRUARY 1, 2019 to JANUARY 31, 2023

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THIS AGREEMENT MADE AND ENTERED INTO

THIS 1ST DAY OF

FEBRUARY 1st, 2019

BETWEEN:

**THE SAULT STE. MARIE PUBLIC LIBRARY BOARD
(Hereinafter referred to as the "Board")
of the first part**

-AND-

**LOCAL NO. 67, CANADIAN UNION OF
PUBLIC EMPLOYEES - LIBRARY GROUP
(Hereinafter referred to as the "Union")
of the second part**

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Board and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the Agreement.

2:00 SCOPE

2:01 The Board recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board as set forth in Appendix "A", save and except persons regularly employed for not more than 24 hours per week.

2:02 When new jobs are established which are to be excluded from the bargaining unit the Board will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification the Board will submit to the Union a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II within twenty-one (21) days of receiving the summary of the job functions and responsibilities.

3:00 UNION SECURITY

3:01 All employees of the Board, as a condition of continuing employment shall become and remain members in good standing of the Union according to the Constitution and By-Law of

the Union. In accordance with this understanding the Board shall not be required to discharge an employee who has been expelled or suspended from the union other than for engaging in unlawful activity against the Union, as defined in the Ontario Labour Relations Act.

- 3:02 The Board shall deduct from the salary of each employee, commencing with the first pay cheque the current monthly Union dues, as set from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than twelve (12) months. The Board will provide to the Union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.
- 3:03 The Board acknowledges the right of the Union to appoint or otherwise select Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union or the National-Secretary Treasurer, as directed by the Union, the full amount of dues so collected, accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.
- 3:04 The Union will save the Board harmless from any and all claims which may be made against the Board for amounts deducted from employees pay as herein provided.
- 3:05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 3:06 The parties agree that the application of this agreement is an exception to the provisions of Article 2:01 of the collective agreement between the parties.
- 3:07 The parties agree that this agreement shall not apply to any permanent or regular employee of the Library Board.
- 3:08 It is agreed by the parties that persons employed by the Board under government sponsored programs shall have all the rights and benefits provided by the collective agreement except:
- (i) that such persons shall not acquire seniority,
 - (ii) that such persons shall not have the right to claim permanent jobs with the Board except at sole discretion of the Board,
 - (iii) that such persons shall not have access to the grievance procedure relative to seniority, job postings and termination of employment,
 - (iv) that such persons shall not receive group life insurance benefits nor benefits provided by the Ontario Municipal Employees Retirement System,
 - (v) that such persons shall be exempt from the provisions of Article 3:01.
- 3:09 It is agreed that the Board shall not be required to post for jobs under programs referred to in Section 3.
- 3:10 This agreement shall be effective from the date of signing and shall remain in effect but may be amended or terminated at any time by agreement of the parties.

4:00 NEGOTIATING & GRIEVANCE COMMITTEE

4:01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.

4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Board premises in order to investigate or assist in the settlement of grievances.

4:03 The Board acknowledges the right of the Union to appoint or other wise select three (3) stewards from among the members.

4:04 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, one (1) of whom will be a Steward.

4:05 The Union acknowledges that the stewards, members of the Grievance and Negotiating Committees and Union officers have regular duties to perform on behalf of the Board and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Manager. The Board agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hour that are straight time regularly scheduled working hours.

4:06 The Union agrees to notify the Board in writing of the names of the stewards and members of the Negotiating and Grievance Committees and to notify the Board in writing of any changes in such Committee members.

4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the Committee are outlined in Article 7 – Joint Consultation.

5:00 BULLETIN BOARDS

5:01 The Board shall provide space on bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the management of the Board and the direction of the working forces are vested exclusively with the Board. Subject to the provisions of this agreement, the Board retains the sole right to hire, layoff, assign, promote, transfer and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The Board also has the sole and exclusive responsibility over the use of improved methods, machinery and

equipment and jurisdiction over all operations, building and tools, which are the property of the Board.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 JOINT CONSULTATION

7:01 The Library Board and Local 67, CUPE., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings will be schedule quarterly (at a minimum) as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five (5) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process. The parties agree to meet during the term of the collective agreement in a Joint Consultation Committee structure to discuss the topics, hours of work, scheduling and overtime.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with it provisions.
7. The representatives agree to make every effort to deal with issues in co-operative manner.
8. The parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

8:00 NO DISCRIMINATION

8:01 The Board, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer and/or for any reason as set out in the Ontario Human Rights Code.

8:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Board by any of its members or representatives, and there will be no union activity, solicitation for membership or collection of dues on Board time and no meetings on Board premises except with the permission of the Board.

8:03 If an employee believes they have been subject to conduct contrary to the Ontario Human Rights Code, they shall submit their concern in writing to the Director with a copy to the Union. The Director will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director.

9:00 GRIEVANCE PROCEDURE

9:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievance shall specify the clause or clauses in the Agreement which it is believed the Board has violated and shall include a statement of facts outlining in what manner the Board's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Manager. The Manager shall render his/her decision within five (5) working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I, it may within five (5) working days of the receipt of the Step I reply request a hearing by the Director or designate. The Director or designate, shall render a decision within five (5) working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached at Step II, it may within five (5) working days of receipt of the Step II reply request a hearing by the Board at the next Board meeting following receipt of the application. The Board shall render a decision within five (5) working days of the hearing.

9:02 Policy Grievance

Where a dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the Board may file a grievance at Step II of the Grievance Procedure.

9:03 Discharge Grievance

In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step 2 of the grievance procedure, provided such grievance is filed within ten (10) working days from the date of discharge.

9:04 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

9:05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as

being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10:00 ARBITRATION

10:01 If the Union considers that a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the Board of its referral of the grievance of arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

11:00 NO STRIKES OR LOCKOUTS

In view of the orderly procedure established herein for the disposition of grievances and complaints, the Board agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the service of the Board for the duration of this Agreement.

12:00 LAYOFF AND RECALL

Definitions

In this Article:

"Layoff" refers to the act of:

- a) Permanently reducing the regularly scheduled hours of a full-time employee; or
- b) elimination of a position held by a permanent full-time employee.

12:01 Order of Layoff

The Board agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period of up to twelve (12) consecutive months but shall not be entitled to any other benefit except the right of recall to work. In the

event of layoff, bumping can be within and down through the job classes as listed in Appendix A subject to the provisions of this article.

12:02 Notice to Union

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

(a) Provide to the Union, through the Labour Management Committee, notification of the layoffs or staff reduction. In this forum, the employer if known will also inform the union as to what areas are being affected, which employees may be affected, realignment of service and the duration of the layoff.

12:03 Rights of Employees Receiving Notice of Temporary Layoff

An employee who is temporarily laid off shall be given an opportunity to choose their desired outcome as per the employment standards act.

12:04 Notice of Layoff

An employee who has been temporarily laid off and chooses to accept the layoff shall be entitled to working notice as required by the Employment Standards Act.

12:05 Displaced Employee's Notice

Where an employee is laid off as a result of being displaced, the employee's length of service shall be determined as of the last date worked outlined in the notice.

12:06 Notification to Displace

An employee who has been laid off and chooses to exercise the right to displace another employee shall, within five (5) working days after receiving the notice of layoff, advise the Employer, in writing, of the job to be displaced. The employee must be qualified and have greater seniority for the position to displace.

12:07 Right to Recall

(a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within twelve (12) months of the later of the expiry of the notice period or the date of the notice of displacement.

(b) Notice of recall, pursuant to this Article 12.04, shall be given by registered mail, addressed to the last address on record with the Employer.

12:08 Notices of vacancy, pursuant to this Article 12, shall be forward to the employee's personal email or registered mail.

13:00 SENIORITY

13:01 The successful applicant to a permanent position shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period an employee shall be subject to the rights under the grievance procedure except on termination of employment. If retained after the probationary period, such employee's seniority shall be dated from the day he or she commenced work.

However, it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces, and recall after layoffs, the following factors shall be considered:

- (1) Qualifications to perform the work
- (2) Seniority

Where qualifications to perform the work are considered to be equal, seniority shall be the determining factor.

13:02 Seniority for successful applicants to permanent job postings per Article 13:01 shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

- (1) s/he voluntarily quits his/her employment;
- (2) s/he is discharged for proper cause;
- (3) s/he fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
- (4) (a) s/he is absent from work due to non-occupational illness or accident subject to the following conditions:
 - (i) during the first twelve (12) month of any such absence the Board agrees to provide at its cost all benefits set out in Article 21:00;
 - (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
 - (iii) the Board agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
- (b) s/he is absent from work due to an occupational illness or accident for which Workers' Compensation is paid subject to the following conditions:
 - (i) during the first twenty-four (24) months of such absence the Board will provide at its cost all benefits set out in Article 21:00;
 - (ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
 - (iii) the Board agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.
- (5) s/he is absent from work for a period in excess of twelve (12) calendar months due to a layoff.

13:03 An up-to-date seniority list shall be posted for a period of thirty (30) days on the following bulletin boards: in the James L. McIntyre Centennial Library and each Branch Library in January of each year.

13:04 The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

13:05 A temporary vacancy is defined as a vacancy scheduled to be less than twelve (12) months in duration.

13:06 The Board agrees to forward all job postings to employees' city emails.

14:00 PROMOTIONS

14:01 The Board agrees to post all permanent vacancies which occur within the bargaining unit for a period of not less than five (5) working days, except Job Class Base 1 and 2 which shall be posted for two (2) days.

The Board further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) or two (2) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

14:02 The Board agrees to forward to the Secretary-Treasurer of the Union copies of all job postings.

14:03 All job postings will contain:

- (1) Job Class
- (2) Salary Range

Any vacancy not filled within three (3) months of the expiry date of such job posting shall be considered canceled, and prior to filling such vacancy it will be posted in accordance with Article 14:01.

14:04 The Board agrees to forward to the Secretary -Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

14:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on trial period for a period of three (3) months. If performance is not satisfactory during this period the Board shall have the right to revert the employee back to his/her former position and salary. The employee also during such probation period the employee shall have the right to revert to his/her former position and salary.

14:06 The Board agrees to advise the Union when it intends not to fill a permanent vacancy.

15:00 TRANSFER TO PERMANENT POSITION OUTSIDE BARGAINING UNIT

15:01 The appointment or selection of employees for supervisory positions or for positions not subject to this Agreement, is not governed by this Agreement. If an employee is appointed by the Board to a permanent position outside of the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Bargaining Unit Seniority list.

16:00 TRANSFER TO TEMPORARY POSITION OUTSIDE BARGAINING UNIT

16:01 If an employee is appointed by the Board to a position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of twenty-four (24) months following such appointment.

No employee shall be transferred to a position outside the bargaining unit without their written consent.

If the employee remains in the position outside the scope of the bargaining unit beyond the noted twenty-four (24) months, all bargaining unit seniority shall be removed from the bargaining unit seniority list.

If the employee returns to the bargaining unit before the above noted twenty-four (24) month period, they shall resume accumulation from the date of their return to the bargaining unit and shall be credited with the seniority held immediately prior to the appointment.

16:02 During the period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the employee's supervisory position hourly rate of pay as per Article 18 for all hours worked in the position outside of the bargaining unit.

17:00 LEAVE OF ABSENCE

17:01 The Board may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good sufficient cause. In the instances of Maternal/Paternal Leave of absence the Board shall grant the employee the leave of absence without loss of seniority or occupational classification for duration of said leave in compliance with applicable legislation.

Where possible, application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

17:02 Funeral/Celebration of Life

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular rate of pay up to a maximum of five (5) days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the employee shall be granted five (5) working days which shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law and father-in-law. Leave of absence without loss of pay for five (5) working days shall be granted to an employee to attend the funeral or celebration of life of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral or celebration of life of the employee's brother-in-law or sister-in-law, aunt and uncle.

"Spouse" means a person:

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*, ("conjoint")

17:03 An employee seeking further training, to be used in the service of the Board may be granted if approved by the Board, necessary leave of absence to pursue the employee's aim, and may be granted a subsistence allowance.

17:04 Union Business

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than two (2) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

The Board agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the Board initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union

shall also provide to the Board its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The Board will not be responsible for WSIB coverage when an employee is on such leave.

The Union will promptly reimburse the Board within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The Board will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the Board shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, Board OMERS share, Board share of CPP and Board share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the Board the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the Board will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of one and a half (1.5) day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the Board shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City on behalf of the Board shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the Board for approval by the respective Manager and distributed to Accounting Division with a copy to the CEO/Director of Public Libraries.

17:05 Pregnancy/Parental Leave

Notwithstanding the length of service of an employee the Board shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

17:06 Jury Duty

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The Board shall pay such employee the difference

between his/her normal earnings and the payment s/he receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

17:07 Personal Leave Days

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from the unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

18:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

18:01 The regular hours of work for all employees covered by this agreement shall be thirty-five (35) hours per week.

18:02 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

18:03 All hours worked outside the regular hours, when authorized by the Manager, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and his/her supervisor.

Employees can bank upon request to the Manager up to a maximum of fifty-six (56) hours which equates to one (1) week and three (3) days straight time in any given calendar year in lieu of overtime payment. Requests for lieu time off will be considered on an individual basis at the time of the request and approval shall be at the sole discretion of the Director or designate based upon the operational requirements of the Library. If the banked hours are not used as time off within the calendar year they shall be paid out.

18:04 It is agreed by the parties that work on Sundays and Statutory Holidays shall be on a voluntary basis only for those employees hired prior to July 1, 2002. Further, it is agreed by the parties that work on a Statutory Holiday shall be on a voluntary basis for those employees hired on or after July 1, 2002. Work on Sundays shall be at straight time unless such work is in excess of thirty-five (35) hours per week.

18:05 Work schedules will be posted ten (10) calendar days in advance of the 1st of respective month to which the schedule applies.

18:06 Permanent job postings shall identify applicable shift requirements such as split shifts, afternoon/evening work or Sunday work. It is to be understood that shift requirements may change due to operational requirements.

19:00 VACATIONS WITH PAY

19:01 All full-time employees with less than twelve (12) months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.

Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

In the first year of employees who are transferred from Part-time to Full-time, who have been employed for five (5) years or more will take such vacation with pay at 6% of the previous year's earnings. Additionally, per ESA, the employee will receive a balance of three (3) weeks' vacation unpaid.

19:02 (iv) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive Eleven (11) days of annual vacation at their regular rate of pay.

(v) All employees who are in their third (3rd) year of service shall receive Twelve (12) days of annual vacation at their regular rate of pay.

(vi) All employees who are in their fourth (4th) year of service shall receive Thirteen (13) days of annual vacation at their regular rate of pay.

19:03 All employees who have completed four (4) calendar years of service and are in their fifth (5th) year of service but less than ten (10) years of service shall be allowed Fifteen (15) days of annual vacation at their regular rate of pay.

19:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed Twenty days of annual vacation at their regular rate of pay.

19:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed Twenty-five (25) days of annual vacation at their regular rate of pay.

19:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty-five (25) years shall be allowed Thirty (30) days of annual vacation at their regular rate of pay.

All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed Thirty-one (31) days.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed Thirty-two (32) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed Thirty-three (33) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed Thirty-four (34) days.

19:07 All employees who have completed twenty-nine (29) calendar years of service and are in their thirtieth (30) year or more shall be allowed Thirty-five (35) days of annual vacation at their regular rate of pay.

19:08 An employee may accumulate up to two (2) weeks of annual vacation over a two (2) year period with Manager and Director approval. The application to carry over vacation from one year to another may be submitted in writing to the Manager as soon as possible before October 1st of that year. Such request shall be considered along with the employee's annual vacation requests submitted by November 1st of that year.

Applications for holidays during the year must be submitted in writing to the Manager by November 1 of the year proceeding the vacation request with approval on or before December 1 in each year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

Employees who are off work on leave of absence without pay for thirty (30) days or more shall have their vacation pay reduced in the following calendar year in proportion to such time absent from work.

20:00 PAID HOLIDAYS

20:01 The following holidays shall be recognized as time off with pay for all regular employees:

New Year's Day	Sir William H. Hearst Day
Family Day (3 RD Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) an employee is required to work on a paid holiday and does not work or leaves before the end of his/her shift without permission from his/her supervisor, or;
- (2) an employee does not work his/her last scheduled shift prior to or his/her first scheduled shift after the paid holiday unless s/he was off work due to illness or with permission or;
- (3) an employee is on layoff on a paid holiday or;
- (4) an employee is on leave of absence on a paid holiday.

20:02 An employee agrees to voluntary work per article 18:04 on a paid holiday shall receive pay at time and one-half his/her regular rate of pay for all hours worked in addition to the holiday pay.

Although 20:02 has not been used in the past we are giving formal notice that we will be operating on a maximum of two (2) paid holidays effective January 1, 2016. The employees who work the holiday will be compensated as outlined in 20:02.

21:00 WELFARE PLAN

21:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward coverage,
- Extended Health Care
 - Vision Care \$450/24 month effective February 1st, 2020. One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months. (Note: This amount can be used for laser eye surgery.)
 - Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 per prescription. Effective February 1, 2013, increase Pharmacy Dispensing Fees to \$11.00. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

- Paramedical Benefit:

Maximum of \$1,100 per calendar year for any combination of the following services: Physiotherapist, Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$500 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist).

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand (\$3,000 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the Board. It is agreed that the full U.I.C. rebate on premiums shall be retained by the Board.

12 Month Pregnancy/Parental Replacement Temporary Employees - Limited Benefit Coverage

- Prescription Drug Benefit Plan at 90% / 10% co-insurance (Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap, increase dispensing fee cap to \$10 effective February 1, 2014.)
- Vision Care - \$125 per 24 months

- 21:02 The Board and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three (3) month waiting period for new employees. The cost of this plan to be paid 100 per cent by the Board.
- 21:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.
- 21:04 All employees upon retirement may revert to \$10,000 Group Life Insurance, 100 percent of the cost to be paid by the employee.
- 21:05 All Full-Time Employees covered by this agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the Board.
The parties agree that eligibility for L.T.D. benefits set out in Article 19:05 will cease when:
- (a) an active employee becomes eligible for an OMERS unreduced early retirement pension; or
 - (b) the gross monthly income payable to the employee from OMERS, Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- 21:06 Coverages for group life insurance and long term disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
Coverages shall be in accordance with the terms and conditions of London Life Policy numbers 03384-006-8 (Life) and 03384-806-7 (L.T.D.).
- 21:07 The Board agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 21:08 An employee who is absent from work without pay for thirty (30) days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 21:01, 21:02 and 21:05.
- 21:09 Every employee shall be fully responsible for keeping the Board informed of changes in his/her marital status or number of dependents. The Board shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of his/her status for the purpose of insurance and medical coverage.
- 21:10 The Board shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the

Board. Benefits under any such plan or plans shall not be reduced by the Board without the consent of the Union.

22:00 SICK LEAVE

22:01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illnesses covered by the Workers' Compensation Board.

22:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six months (6) service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment.
Sick leave shall not accumulate during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.

22:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the Board whether retiring voluntarily or dismissed for cause.

22:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

22:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty (250) working days.

22:06 Recognized days off shall not be deducted from the accumulated sick leave.

22:07 No employee shall draw during his/her active service with the Board, accumulated sick leave benefits if the absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the Manager.

The Board shall pay up to fifty dollars (\$50) for the completion of a Board medical form when requested by the Board. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

22:08 If an employee is off work as the result of injuries or illness for which the Workers' Compensation Board had paid, his/her time lost shall not affect his/her accumulated sick leave.

22:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit his/her employment unless the employee has prior written permission from the Director to take other employment.

22:10 A master record of each employee's sick leave showing the accumulated credit and accredited debits shall be kept by the Board and each employee may at reasonable times check his/her current balance.

23:00 PENSIONS

23:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.

24:00 SAFETY PROVISIONS

24:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The Board will make all reasonable provision for the safety and protection of the health of the employees.

25:00 CAR ALLOWANCE

25:01 Upon the written authority of a Manager, an employee may be permitted to use his/her own car for travel in the performance of employer's work for the Board. Employees shall provide daily reading of mileage traveled on behalf of the Board.

25:02 Invoices must be submitted on the first of each month to the Manager for approval showing the number of miles traveled on Board business.

25:03 When the said vouchers are approved the Board will pay to the employee effective the first of the month following ratification of the Memorandum of Settlement, car allowance of fifty one (\$.51) cents per kilometer. Increase car allowance effective February 1, 2013 to fifty two cents (\$.52) per kilometer and effective February 1, 2014 increase to fifty three cents (\$.53) per kilometer. The Board agrees that where possible payment for mileage will be made by the 12th of the month.

It is agreed and understood that the Car Allowance shall not increase if it would result in exceeding the Canada Revenue Agency amount that would result in a taxable benefit.

25:04 It is the employee's sole responsibility to insure his/her vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000.00 public liability and property damage while in use on Board business.

26:00 WAGES

26:01 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this agreement.

26:02 STANDARD SALARY SCALE

Effective on February 1, 2019 the Standard Salary Scale shall be as follows:

<u>JOB CLASS</u>	<u>2019 RATE</u>	<u>JOB CLASS</u>	<u>2020 RATE</u>
Base	26.45	Base	26.85
1	27.26	1	27.67
2	28.39	2	28.82
3	29.31	3	29.75
4	31.28	4	31.75
5	31.54	5	32.01
6	32.17	6	32.65
7	33.29	7	33.79

<u>JOB CLASS</u>	<u>2021 RATE</u>	<u>JOB CLASS</u>	<u>2022 RATE</u>
Base	27.23	Base	27.58
1	28.07	1	28.43
2	29.23	2	29.60
3	30.19	3	30.56
4	32.21	4	32.62
5	32.48	5	32.88
6	33.13	6	33.54
7	34.28	7	34.71

26:03 The Standard Salary Scale rate for each job class is the standard rate for all jobs classified within such job class.

26:04 In addition to the standard rates a schedule for training and development progressional rates is established containing the following:

- (a) An intermediate rate at a level one job class increment below the standard rate,
- (b) A starting rate at a level two job class increments below the standard rate, and
- (c) A training rate at a level three job class increments below the standard rate.

26:05 The Schedule of Progressional Rates defined in Section 26:04 applies to each job in the respective job classes for periods of time as follows:

- (a) Job Class 1: One period of one year at an intermediate rate;
- (b) Job Class 2 to 4 inclusive: Two periods of one year;
 - (1) the first at a starting rate; and
 - (2) the second at an intermediate rate
- (c) Job Class 5 and higher: Three periods of one year;
 - (1) the first at a training rate; and
 - (2) the second at a starting rate; and
 - (3) the third at an intermediate rate.

26:06 Employees will receive their increments on the beginning of the pay period closest to the anniversary date of hiring or change.

Effective February 1st, 2019 and continuing until January 31st, 2023, the Schedule of Progression Rates shall be as follows:

Effective February 1, 2019					
Class	Training 1	Starting 2	Intermediate 3	Standard 4	
Base				26.45	
1			26.45	27.26	
2		26.45	27.13	28.39	
3	26.45	27.26	28.96	29.31	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	27.26	28.96	29.31	31.28	Children's Literacy Development Technician, Technical Services Technician
5	27.53	29.31	31.28	31.54	Reference Technician
6	28.98	29.31	31.37	32.17	Archive Technician, Cataloguing Technician
7	31.28	32.11	32.67	33.29	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2020					
Class	Training 1	Starting 2	Intermediate 3	Standard 4	
Base				26.85	
1			26.98	27.67	
2		26.85	27.54	28.82	
3	26.85	27.67	29.39	29.75	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	27.67	29.39	29.75	31.75	Children's Literacy Development Technician, Technical Services Technician
5	27.94	29.75	31.75	32.01	Reference Technician
6	29.41	29.75	31.84	32.65	Archive Technician, Cataloguing Technician
7	31.75	32.59	33.16	33.79	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2021					
Class	Training 1	Starting 2	Intermediate 3	Standard 4	
Base				27.23	
1			27.37	28.07	
2		27.23	27.94	29.23	
3	27.23	28.07	29.82	30.19	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	28.07	29.82	30.19	32.21	Children's Literacy Development Technician, Technical Services Technician
5	28.35	30.19	32.21	32.48	Reference Technician
6	29.84	30.19	32.30	33.13	Archive Technician, Cataloguing Technician
7	32.21	33.06	33.64	34.28	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2022					
Class	Training 1	Starting 2	Intermediate 3	Standard 4	
Base				27.58	
1			27.71	28.43	
2		27.58	28.29	29.60	
3	27.58	28.43	30.19	30.56	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	28.43	30.19	30.56	32.62	Children's Literacy Development Technician, Technical Services Technician
5	28.70	30.56	32.62	32.88	Reference Technician
6	30.21	30.56	32.70	33.54	Archive Technician, Cataloguing Technician
7	32.62	33.48	34.06	34.71	Senior Reference Technician, Senior Circulation and Branch Technician

26:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

26:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progression from one applicable rate to be at intervals of works as specified in Section 26:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

26:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

26:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and

- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or
- (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

26:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassigned shall be to an applicable rate of the job not lower than the rate attained during the demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

26:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the Board at its discretion shall assign the appropriate rate.

26:13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the Board as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made the employee if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

26:14 TEMPORARY TRANSFER

In case of a temporary transfer an employee's rate assignment shall not be changed except as required for progression to a higher applicable rate level, if any, as provided in Section 26:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall not be changed until such employee occupies the job for a period of one (1) working day at which time such employee's rate assignment shall be changed in

accordance with the provisions of Section 26:09 and such change shall be effective retroactively to the first day such employee occupied such job.

At the end of the temporary assignment such employees shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

26:15 PRO-RATA STANDARD HOURLY SALARY RATE

For any purpose for which a standard hourly rate may be required there shall be established for each Standard Monthly Salary rate a corresponding equivalent standard hourly salary rate by dividing the Standard Annual Salary rate by one thousand eight hundred twenty (1820) hours.

26:16 GENERAL

Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable rates shall be corrected to conform to the provisions of this Agreement.

26:17 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a salary rate inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filled or processed during the term of this agreement.

26:18 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this Agreement as Appendix "A".

26:19 Employees may request, in advance, the examination of his/her Library personnel file. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director or designate and the employee.

27:00 TECHNOLOGICAL CHANGE CLAUSE

27:01 In the event changes are required due to technological change, the Board agrees to discuss the proposed changes with the Union prior to implementing such changes. Any jobs created by such technological change shall be posted in accordance with the provisions of this agreement.

28:00 TERM OF AGREEMENT

28:01 This agreement shall be effective from February 1, 2019 until January 31, 2023, and shall remain in effect to January 31, 2019 and unless either party gives to the other party a written notice of termination or of a desire to amend this notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

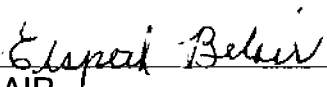
28:02 Notice that amendments required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

28:03 If notice of amendments or terminations is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving such notice, if requested to do so.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

**THE SAULT STE. MARIE
PUBLIC LIBRARY BOARD**



CHAIR



SECRETARY

**LOCAL NO. 67, CANADIAN
UNION OF PUBLIC EMPLOYEES**



CHAIR -
NEGOTIATING COMMITTEE



NEGOTIATING COMMITTEE



NEGOTIATING COMMITTEE

NEGOTIATING COMMITTEE



REPRESENTATIVE

APPENDIX "A"

LIST OF JOBS COVERED BY THIS AGREEMENT

<u>GRADE</u>	<u>JOB VALUE</u>	<u>JOB CLASSES</u>
1	275 - 299	
2	300 - 324	
3	325 - 349	Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	350 - 374	Children's Literacy Development Technician, Technical Services Technician
5	375 - 399	Reference Technician
6	400 - 424	Cataloguing Technician, Archive Technician
7	425 - 449	Senior Reference Technician, Senior Circulation and Branch Technician

LETTER #1
LETTER OF UNDERSTANDING
BETWEEN
THE SAULT STE. MARIE PUBLIC LIBRARY BOARD
AND
LOCAL 67, CANADIAN OF PUBLIC EMPLOYEES
LIBRARY GROUP

RE: SUBSIDIZED WORK PROGRAMS

Local 67 CUPE. - Library Group hereby agrees to the participation by the Library Board in the above programs in areas of its jurisdiction subject to the following:

- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 67 CUPE.
- (ii) Local 67 CUPE. will be given advance notice of such programs including work location, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.
- (iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.

SIGNED AT SAULT STE. MARIE this 15th day of April, 2019.

FOR THE UNION

“Kevin Meraglia”
“Lynn Aube”
“Amanda Turco”
“Felicia Forbes”

FOR THE BOARD

“Matthew MacDonald”
“Chris Rumas”
“Sharon Wigney”
“Ida Bruno”