

COLLECTIVE AGREEMENT

BETWEEN

**BRUCE COUNTY PUBLIC LIBRARY BOARD
(hereinafter called the "Employer")**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4481
(hereinafter called the "Union")**

Effective: January 1, 2021

Expiry: December 31, 2023

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ARTICLE 1 - GENERAL PURPOSE

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive collective bargaining agent of all employees of the Bruce County Public Library Board in the County of Bruce, save and except Assistant Supervisors, persons above the rank of Assistant Supervisor, Administrative Assistant, temporary employees as defined in paragraph 3.03, students, employees hired under government sponsored programs and any classification for which a trade union held bargaining rights as of December 20, 1994.
- 2.2 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative, which will conflict with any of the provisions of this Agreement.
- 2.3 Prior to hiring employees under government sponsored programs, the Employer shall advise the union.

ARTICLE 3 - DEFINITIONS

- 3.1 A part-time permanent employee is one who is hired for an indefinite period, who is scheduled to work less than 35 hours per week on a regular basis.
- 3.2 A casual employee is one who is hired to cover shifts on an as-needed basis. Casual employees shall provide their availability to the Employer, and employees who refuse 3 consecutive fill-in shift offerings shall be removed from the call-in list.
- 3.3
- (a) A temporary employee is one who is required because no other employee(s) are available within the branch or within a thirty-kilometer radius of the affected branch:
- i. To replace an employee who:
is on vacation; or
is temporarily transferred to another position with the Employer; or
is on an approved leave of absence; or
has a compensable or non-compensable injury or illness; or
 - ii. To temporarily fill a vacant permanent position; or
 - iii. For a specific period or to do a specific project not to exceed eighteen (18) months unless the parties agree to an extension in writing.
- (b) A temporary employee shall not accumulate seniority.
- (c) Temporary employees do not qualify for any benefits outlined in this agreement, other than those listed under the Employment Standards Act.
- 3.4 In this agreement, where the singular she/he or her/him is used, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

Notation: All she changes to s/he, her changes to him/her.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 The parties agree that there shall be no discrimination against any employee for reasons as specified in the Human Rights Code, or for union activities.
- 4.2 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

- 5.1 The Union recognized and acknowledges that the management of operations and the direction of the work force are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to operate and manage the Library in all respects in accordance with the Employer's commitments, obligations, and responsibilities. The Employer's rights shall not be deemed to exclude any functions not specifically set forth, the Employer, therefore retaining all rights not otherwise specifically and expressly abridged in this Agreement or statute.
- 5.2 The Employer may lay off or discharge at its sole discretion and without cause any employee who has not completed his/her probationary period.
- 5.3 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.
- 5.4 The Employer also has the right to make and alter, from time to time, rules and regulations to be observed by employees. When rules or regulations are instituted or altered, the Employer shall give notice to the Union and employees. It is understood that rules and regulations shall not be contrary to this agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, interruption, slow down or stoppage of work either complete or partial or any other action which will restrict or limit output.
- 6.2 The Employer agrees that there will be no lockout of employees during the life of this Agreement.

ARTICLE 7 - UNION SECURITY

- 7.1 The Employer shall deduct each month from the wages of employees covered by this Agreement such monthly dues as may be certified in writing by the Union to the Employer.
- 7.2 Dues deducted pursuant to paragraph 7.01 together with a list of names, classifications and addresses of the employees from whom such deductions have been made shall be remitted by the Employer to the Union, not later than the fifteenth (15th) day of the month following the month in which the deductions were made.

- 7.3 The Union shall indemnify and save the Employer, its agents and/or employees harmless from any and all claims for amounts deducted from pay and remitted to the Union under the terms of this Article.
- 7.4 The Employer shall indicate on each employee's T-4 slip the amount of dues deducted in the applicable year.
- 7.5 With the approval of the employee, upon commencement of employment, the Employer shall provide the Union with the name, address and telephone number of a new employee.

ARTICLE 8 - UNION REPRESENTATION

8.1

- (a) The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as expressly permitted by this Agreement. It is further understood that no meeting by the Union or its members will be held on the premises of the Employer at anytime without the prior approval of the Employer.
- (b) The Employer shall permit a Union Representative to meet with any and all new hires for thirty (30) minutes without loss of earnings.

8.2 Stewards

The Employer acknowledges the right of the Union to select four (4) Stewards, one of whom is to be designated as the Chief Steward. To be eligible to be a Steward, an employee must have completed probationary period.

- 8.3 It shall be the Steward's duty to represent eligible employees in presenting grievances under Article 9 - Grievance Procedure.

- 8.4 The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer therefore whenever possible the Steward shall conduct his/her activities outside regular working hours. In a situation which requires a Steward's attention during working hours, s/he shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor, such leave shall not be unreasonably denied. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. The Steward shall return to his/her regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable. It is further understood that the processing of a grievance shall not interfere with the regular conduct of business including the servicing of the public.

8.5 Negotiating Committee

The Employer acknowledges the right of the Union to select up to three (3) employees plus an alternate to form the Negotiating Committee. In order to be eligible to be a member of the Negotiating Committee, an employee must have completed his/her probationary period. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.

- 8.6 The Union shall notify the Employer in writing of the names of the officers, Stewards and Negotiating Committee members. The Employer shall not be required to recognize any officer, Steward or committee

member until such notification from the Union has been received.

- 8.7 The Union agrees that it will not involve any member of the bargaining unit, during the employee's working hours, in any dispute which may arise between the Employer and other employees of the Employer or in any dispute which may arise between any other employer and the Union or the employees of such other employer. Unless the member has been called as a witness to an Arbitration Hearing.
- 8.8
- (a) The Steward shall receive his/her regular straight time rate of pay for all hours spent during his/her normally scheduled hours of work in representing eligible employees in presenting grievances under Article 9 - Grievance Procedure.
 - (b) An officer of the Union who is a member of the bargaining unit may act as a Steward in the absence of a Steward and the applicable provisions of the agreement shall apply.
- 8.9 It is agreed that there shall be space on the Employer's bulletin boards available to the Union for the posting of notices relating to Union business. If there is no employee bulletin board at the branch, copies of approved notices shall be distributed to members of the bargaining unit. A response will be provided by the Director of Library Services or designate within one business day.
- 8.10 Union Representatives performing negotiation functions, and in attendance at arbitrations, shall be paid for time lost at their regular rate but the Employer shall submit an account to the Union Treasurer who shall reimburse the County within thirty (30) days.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.1 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.
- 9.2 A grievance shall be defined as a complaint regarding the interpretation, application, or alleged violation of the terms of this Agreement, or in the case of an employee who has acquired seniority that s/he has been disciplined without just cause.
- 9.3 It is understood that an employee has no grievance until s/he has first given his/her Branch supervisor or designate an opportunity to adjust his/her complaint. If an employee has a complaint, s/he shall, with the assistance of a Steward if desired, discuss it with his/her Branch supervisor or designate. In order to be considered a grievance, such discussion must take place within five (5) working days after the circumstances giving rise to the complaint first occurred or originated. The Branch supervisor or designate shall communicate his/her reply to the complaint within five (5) working days.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

STEP 1

The employee shall with the assistance of a Steward, submit a signed, dated, written statement of such grievance to the Assistant Director or designate within five (5) working days after s/he has received the

reply of the Supervisor or his/her designate. The nature of the grievance, the Article of the Agreement that has been violated, misapplied or misinterpreted, and the relief or remedy sought shall be clearly set out in the grievance. The Assistant Director or designate shall deliver his/her decision in writing within five (5) working days following the day on which the grievance was presented to his/her. Failing settlement, then:

STEP 2

Within five (5) working days following the decision under Step No. 1, the employee may, with the assistance of the Steward if s/he desires, present the written grievance to the Director or his/her designate. The Director or his/her designate shall arrange a meeting with the Steward, the grievor and a staff representative of the Union to discuss the grievance within seven (7) working days following the day on which the grievance was presented to him/her. The Director or his/her designate shall give his/her decision in writing ten (10) working days from the date of the meeting.

- 9.4 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances, therefore it is agreed that there shall be no suspension or interruption of normal operations as a result of any grievances.

It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to his/her by management (unless s/he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

9.5

- (a) The Union may file a "Policy Grievance" at Step 2 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by a Steward, or Union Representative.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provisions of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Director or his/her designate within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days from the date of such meeting.

- 9.6 An employee, other than a probationary employee, claiming that s/he has been discharged or suspended from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the Grievance Procedure, providing such grievance is lodged with the Director or his/her designate within five (5) working days of the receipt by the employee of the notice of the discharge or suspension.

- 9.7 The parties expressly agree that this Article does not apply in the case of the layoff, failure to recall from layoff or discharge for any reason whatsoever of a probationary employee as defined in Article 12 - Seniority, paragraph 12.03.

- 9.8 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the employee or the Employer shall be entitled to submit the grievance to the next stage including arbitration.
- 9.9 Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 9.10 If final settlement of the grievance is not reached at Step 2 or 9.05 then the grievance may be referred in writing by either party to arbitration as provided in Article 10 - Arbitration, at any time within ten (10) working days after the final decision is given in Step 2 or 9.05. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.

ARTICLE 10 - ARBITRATION

- 10.1 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 9 - Grievance Procedure, which has been properly carried through all the requisite steps of the Grievance procedure outlined in Article 9 and which has not been settled or abandoned, may be referred to a single Arbitrator or to a Board of Arbitration, at the written request of either of the parties hereto.
- 10.02
- (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairperson chosen by the other two members of the Board.
- (b) The notice shall contain the name of the first party's appointee to an Arbitration Board in the event a Board is requested. Within ten (10) working days of the written request by either party for a single Arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to the single Arbitrator or Chairperson respectively.
- 10.3 Should the nominees fail to agree on a Chairperson or the parties fail to agree on a single Arbitrator, the Ministry of Labour of the Province of Ontario shall be asked to appoint a single Arbitrator or nominate a person to act as Chairperson in the event of an agreement to Board of Arbitration by the parties, in accordance with the provisions of the Ontario Labour Relations Act.
- 10.4 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 10.5 The decision of the Arbitrator or Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee or employees affected by it. The decision of the majority is the decision of the Arbitration Board, but in the event there is no majority decision, the decision of the Chairperson will be final.
- 10.6
- (a) The Arbitrator or Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any

decision inconsistent with the terms and provisions of this Agreement. Further the Arbitrator or Board is not authorized to deal with nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 9, or not covered by this Agreement or arising outside the terms of this Agreement.

(b) The Arbitrator or Board of Arbitration, shall have no jurisdiction to hear a layoff, failure to recall from layoff or discharge grievance put forth by or on behalf of a probationary employee. The application of this article shall not be done in an arbitrary, discriminatory or bad faith manner.

10.7 No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 9, paragraphs 9.03, 9.05, and 9.06.

10.8 Each of the parties hereto shall bear the fee and expenses of the nominee appointed by it and the parties shall equally share the fee and expenses of the single Arbitrator or the Chairperson of the Board of Arbitration.

10.9 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

10.10 Mediation - Prior to exercising their rights to proceed to arbitration, the parties, by mutual consent, may agree to use the services of a mediator. The parties agree to share the costs of the mediator.

ARTICLE 11 - DISCIPLINE

11.1 The reasons for any disciplinary action including the discharge of any employee, shall be reduced to writing and given to the employee and the Union.

11.2 In the event a meeting is scheduled to discipline an employee, said employee shall have the right to the presence of a Steward.

ARTICLE 12 - SENIORITY

12.1 Accrual of Seniority

(a) Seniority for each employee shall be based on the length of continuous employment with the Employer since the last date of hire as a permanent employee.

(b) Seniority for any employee permanently transferred outside the bargaining unit shall continue to accumulate for up to six months, but not thereafter. If such employee is successful in later obtaining a position in the bargaining unit, s/he shall retain the seniority previously accumulated.

12.2 Seniority List

(a) The Employer shall post an up to date seniority list on each bulletin board, or deliver to the Branch as applicable with a copy being sent to the Union on June 1 and December 1 of each year.

(b) An employee who has bona fide proof to challenge his/her seniority date shall present such proof within thirty (30) days from the date his/her name appears on a seniority list. In the event an employee is absent during this period, then within thirty (30) days of his/her return to work. Failing such a challenge his/her seniority standing shall be deemed correct as contained in the Employer's records.

12.3 Probationary Employees

An employee shall be considered a probationary employee until s/he has worked a total of forty-five (45) scheduled shifts, but not to exceed six (6) months from his/her last date of hire, Union dues shall be deducted as of the first shift and during this period s/he shall have no seniority rights.

It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The layoff, failure to recall from layoff or discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement, unless the Employer has acted in a discriminatory or arbitrary manner. On successful completion of the probationary period, an employee shall be placed on regular staff, his/her name shall be placed on the seniority list and his/her seniority shall date back to his/her last date of hire as a permanent part-time employee. Employees with the same seniority shall be placed on the seniority list in alphabetical order.

12.4 Loss of Seniority

An employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) S/he voluntarily resigns or quits. An employee shall be deemed to have resigned when:
 - i. S/he shall give written notice of his/her desire to leave the Employer's employment and s/he completes his/her final shift; or
 - ii. S/he is absent from work for more than three (3) consecutive scheduled shifts without a satisfactory reason, or in the case of provable sickness or injury unless Management is properly notified of such condition by the employee or his/her agent within the third day of such absence.
 - iii. S/he fails to report for work at the expiration of a leave of absence without reason satisfactory to the Employer, or s/he uses a leave of absence for a purpose other than that for which it was granted.
- (b) S/he retires.
- (c) S/he is discharged and not reinstated through the Grievance and/or Arbitration procedure.
- (d) S/he is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority.
- (e) S/he fails to respond to a recall to work in accordance with paragraph 12.09.
- (f) Subject to any requirement of the law, s/he is absent from work for more than twenty-four (24) months due to injury or illness; or becomes totally disabled.

12.5 Job Posting

- (a) The term "vacancy" as used in this Agreement shall be defined as any permanent job opening of more than six (6) weeks duration except that vacancies of more than six (6) weeks:
 - i. Caused by employees being on vacation, training for another position, on an approved leave of absence, temporarily performing other work for the Employer, or on compensable or non-compensable injury or illness; or

- ii. For a specific period or task of less than six (6) months;

shall be considered temporary.

- (b) The Employer may fill, at its discretion, a vacancy of six (6) weeks or less, or a temporary vacancy, or temporarily fill a permanent position.
- (c) When a vacancy occurs, other than a temporary vacancy, which comes within the scope of the Agreement and which the Employer wishes to fill, the available position shall be posted at each office or Branch of the Employer for a period of five (5) working days prior to the Employer making a permanent appointment to such position in order that any interested employee may apply in writing. An electronic communication regarding new postings will be sent to the Union. No outside applicant shall be considered if there is a qualified applicant from the bargaining unit. In order to be eligible for the posted vacancy, candidates must apply within the posting period.
- (d) In evaluating a candidate the Employer shall consider:
 - i. Proven skill, ability, qualifications, experience and efficiency,
 - ii. Seniority.

Where the factors in i) are relatively equal then ii) shall govern.

- (e) The Employer shall post the names of the successful applicants.

12.6 Any employee who has successfully bid on a permanent position under this Article shall not be entitled to bid on a posted job for three (3) months from the date of his/her successful bid, except with the Employer's permission in writing.

12.7 Layoffs and Recall

- (a) The Employer shall notify the Union of an anticipated layoff as soon as reasonably possible. Except in extenuating circumstances, the Employer shall provide the Union with at least two (2) weeks' notice of the layoff.
- (b) For the purposes of this Agreement, a layoff shall be defined as a reduction in the work force.
- (c) In the event of a layoff within a branch, the Employer shall lay off the most junior employee(s) in the classification within the branch.
- (d) A permanent employee who is laid off may elect within three (3) calendar days to either:
 - i. Accept the layoff; or

bump another employee with less seniority within the bargaining unit provided they have the qualification, skills and ability to do the job within a one day orientation period
- (e) In the event that more than one (1) permanent employee is affected by the layoff, the employees will make their claims in order of seniority.

- (f) An employee shall be recalled in order of seniority provided that the employee possesses the necessary qualifications, proven skill, ability and experience to competently perform the job being claimed within a one (1) day orientation period.
- (g) An employee exercising his/her right under this Article shall be paid the appropriate rate in the new classification.
- (h) This Article shall not apply to layoffs and recalls of three (3) working days or less.

12.8

- (a) When recalling an employee after layoff, s/he shall be notified by telephone, if unable to reach by telephone, then by registered mail to the last address of the employee known to the Employer, and allowed ten (10) working days to report for work, however, s/he must advise the Employer within two (2) working days of the receipt of notification of return to work of his/her intention to return to work if s/he wishes the Employer to hold the job open for his/her for the full ten (10) day period. If the employee is recalled and advised the Employer that s/he is not immediately available for work, other qualified employees shall be recalled but shall be temporarily employed until the employee reports within the ten (10) working day period.
- (b) It shall be the employee's responsibility to keep the Employer notified as to any change in his/her address or telephone number so that they will be up-to-date at all times. If an employee fails to keep the Employer informed of his/her current address and telephone number, the Employer shall not be responsible for failure of a notice to reach such employee.

12.9

- (a) New employees shall not be hired until those employees who are laid off and possessing the required qualifications, proven skill, ability and experience to competently perform the available work within their geographic service area have been given an opportunity of recall.
- (b) No position shall be posted until laid off employees within the affected classification within the geographic service area have been given an opportunity of recall.

12.10 For the purpose of this Article (12), "Home Service Area" shall be defined by the branch supervisor's branch assignment. An official list of the respective home service areas is appended to and deemed part of this agreement as per Appendix "A". Home service areas are subject to change based on operational needs. If changes are made, the Union will be notified one (1) week prior to notifying any affected employees so that the Parties can discuss the changes. Affected employees shall receive notice of change in the Home Service Area two (2) weeks before implementation of the change.

12.11 Grievances concerning Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 13 - HOURS OF WORK

13.1

- (a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week nor of days of work per week nor of overtime.
- (b) Employees shall work the hours as scheduled by the Employer. The normal hours of operation shall consist

of a flexible work day to be mutually determined by the employee and his/her supervisor subject to the efficient operation of the Library. No employee shall be required to work more than five (5) consecutive days. The normal work day shall include one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked. No employee hired prior to June 1, 2014 shall be required to work on Sunday against his/her will.

13.2

- (a) Whenever the number of hours is to be altered within a branch, the Employer shall consult with the affected staff and the Union representative and seniority may be considered when hours are added or deleted.
- (b) Whenever scheduled hours become available within a home service area, the Employer will consider the allocation of hours to existing shifts based on operational needs.

13.3 All time worked in excess of thirty-five (35) hours in a week or on a paid holiday as defined in this Agreement shall be considered as overtime. Overtime shall be compensated at one and one-half (1.5) the regular hourly rate.

13.4 An employee may choose to receive lieu time off at the rate of one and one half (1.5) for each overtime hour worked. Lieu time shall be taken at a time mutually agreeable to the employee and the Employer.

13.5 Employees will be scheduled for a minimum of three (3) consecutive hours. Hours scheduled of less than three (3) consecutive hours must be mutually agreed to between the Employer and the employee. Except where work locations operate for less than three (3) hours - two (2) consecutive hours will be scheduled.

13.6

- (a) Employees who attend staff meetings and/or in-house training shall be scheduled for a minimum of two (2) consecutive hours.
- (b) Employees who are required to complete training outside of working hours shall be compensated for the duration of the training.

13.7 When two (2) employees are inadvertently called in for the same shift, the most senior employee will work the scheduled shift, the least senior employee will work a minimum of two (2) hours.

13.8 Whenever temporary fill-in hours become available within a Branch, the hours will be offered to employees by seniority:

- i. Permanent Employee (whether part-time or casual) based on their availability in the home service area. Home service areas are defined by the branch supervisor's branch assignment.
- ii. Most senior employee from the call-in list. The Call-in list is defined as the list of employees who have agreed in writing to work at the named branch outside their Home Service Area.

All permanent employees (part-time and casual) shall be required to be available for one (1) weekend and four (4) shifts each month. The requirement of one (1) weekend and four (4) shifts each month can be fulfilled with regularly scheduled shifts.

Any employee who refuses to accept three (3) consecutive fill-in shift offerings (based on their availability

calendar) shall be removed from the fill-in list for three (3) months. It is the responsibility of all employees to keep their availability calendar current.

A casual employee is required to work a minimum of ten (10) operational shifts from January 1st through December 31st annually. By July 1st of each year, employees will be advised of how many shifts they have worked and the remainder needed to meet the ten (10) shift obligation. In the event that the casual employee does not work the ten (10) operational shifts by December 31st of the calendar year, the employee may be required to attend a meeting with their Supervisor and Union Representative to discuss their commitment to their employment. The ten (10) operational shift requirement does not constitute a guarantee of work. Notwithstanding the above, should the employee fail to meet the requirements due to unforeseen circumstances such as illness or injury, consideration will be given on a case by case basis.

- 13.9 When an employee is required to open and/or close a Branch they will be scheduled for 15 minutes before and/or after Branch hours of operation.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 Personal Leave

While it is the prerogative of the Employer to grant a leave of absence, an employee who has completed his/her probationary period, may apply for a leave of absence without pay and without benefits for good and sufficient cause. A request for such leave shall be made in writing, stating reasons, at least one (1) month prior to the desired commencement date of the leave unless the requested leave exceeds two (2) months wherein a two (2) month written notification shall be required. If the Employer grants such leave it shall confirm the terms of the leave in writing. The minimum time requirements for such leave requests may be waived in extenuating circumstances.

14.2 Pregnancy, Parental and Adoption Leave

- (a) Pregnancy, Parental and Adoption Leave shall be granted in accordance with the provisions of the Employment Standards Act.
- (b) The employee returning to work after Pregnancy, Parental or Adoption Leave shall provide the Employer with at least four (4) weeks written notice.
- (c) On return from Pregnancy, Parental or Adoption Leave the employee shall be placed in his/her former position subject to the terms of this Agreement.

14.3 Union Leave

The Employer will grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing such leave of absence does not interfere with the continuance of efficient operations by the Employer. It is understood the maximum total of all leave for the total bargaining unit granted under this section shall not exceed ten (10) working days in any calendar year and requests for such leave of absence shall be made in writing at least ten (10) working days in advance. At no time shall more than one (1) employee at a time be granted such leave of absence.

14.4 Subject to the terms of this Agreement, upon return from a leave of absence, an employee shall return to his/her former position.

14.5 Bereavement Leave

- (a) The Employer will grant a leave of absence of three (3) consecutive calendar days with pay to a permanent employee for the purpose of arranging and/or attending the funeral of an immediate family member. The employee shall only receive pay for regularly scheduled workdays.
- (b) An employee's "immediate family" shall mean husband, wife or common-law spouse as defined under the Family Law Act, parent, child, mother-in-law or father-in-law, brother, sister, sister-in-law, brother-in-law, grandchild and grandparent.
- (c) An employee shall not receive paid bereavement leave while on any other authorized leave of absence as defined in this Article, his/her scheduled day off, vacation, paid holiday, or compensable or non-compensable illness or accident.
- (d) Additional leave without pay but without loss of seniority may be granted at the discretion of the Employer.
- (e) There shall be no loss of seniority for bereavement leave.

ARTICLE 15 - RATE OF PAY

15.1 The Employer shall pay wages bi-weekly via direct deposit, as set forth in schedule "A" attached hereto and forming part of this Agreement.

15.2

- (a) In the event an employee is assigned to a lower rated job for the convenience of the Employer his/her rate shall not be reduced.
- (b) In the event an employee exercises his/her seniority under the terms of the posting, layoff and recall provisions of Article 12, said employee shall be paid the appropriate rate of the new position.

15.3 In the event an employee is selected for a higher job classification, the starting rate of pay shall be the first rate of pay in the higher classification that is either equal to or above the employee's former rate of pay. The date the employee receives the pay increase shall then become the anniversary date of the employee for the calculation of annual incremental increases.

15.4 Current job descriptions shall be provided to the Union.

15.5 Benefits In Lieu

Employees shall receive eight percent (8%) in lieu of benefits of their regular rate of pay per hour as set out in Schedule "A" of the Collective Agreement.

ARTICLE 16 - PAID HOLIDAYS

16.1 The following days shall be observed as Paid Holidays for permanent part-time employees and not reallocated. The pay will be calculated as per the Employment Standards Act:

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

- 16.2 No employee who is off work due to a suspension, an unpaid leave of absence, Worker's Compensation or layoff, shall be entitled to receive pay for any paid holiday occurring within the period of such absence.
- 16.3 In addition to the foregoing, each permanent part-time employee shall be entitled to one (1) Floater Holiday, with pay, per year. The pay will be in accordance to scheduled time taken off. The Floater day will be taken at a time mutually agreed upon between the employee and Employer. Such day may not be carried over to a subsequent year.

ARTICLE 17 - VACATION

- 17.1 Vacations shall be granted in accordance with the Employment Standards Act.
- 17.2 Based on the employee's length of continuous service as a permanent part-time employee, vacation entitlement will change to 6% after five (5) years of continuous service.

Vacations shall be granted at a time mutually agreed upon between the employee and the Employer but consistent with the employee's seniority and the efficient operation of the branch. Vacation requests submitted on or before March 1st in the current year will be granted based on seniority. Where a vacation request cannot be granted, the Employer shall advise any affected employee whose vacation has been denied, and allow said employee to re-submit an alternative vacation choice by seniority prior to March 15th. Employees will be notified by March 30th of approved vacation. Vacation requests submitted after March 30th in the current year will be granted on a first come, first serve basis, and seniority will not be considered.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

- 18.01 An employee shall give to the Employer, two (2) weeks' notice, in writing of his/her intention to resign, exclusive of any vacation time. The last day worked shall be taken to be the effective date of the termination of employment and the employee shall receive, in addition to his/her regular pay, pay equal to any vacation or compensating time earned to the last day worked.

ARTICLE 19 - GENERAL

- 19.1 Copies of Agreement

Copies of the collective agreement shall be printed and distributed to all members of Local 4481. CUPE will produce the document both in pdf and word for the respective parties once all the proof reading has been completed and the document signed off by the respective bargaining committees.

- 19.2 Travel Allowance

Employees who are authorized by the Employer to attend employment related functions and are required to drive the employee's personal vehicle shall be reimbursed for all approved kilometers in accordance with the current County policy.

19.3 Definition of Working Days

When a Branch is scheduled to close on the Sunday before a Monday that is a Statutory Holiday, then Sunday scheduled hours shall be re-allocated within the same pay period. Employees who do not wish to work their re-allocated hours will contact the Employer in writing.

19.4 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Director of Workplace Engagement Services, Director of Library Services, the CUPE National Representative, and the President of the CUPE Local.

19.5 Labour Management Committee

Management and the local Union Stewards shall meet at a time mutually agreed upon, for the purpose of discussing matters related to the workplace. It is expressly understood that such meetings are not for the purpose of negotiations or to discuss the administration of this agreement. The meeting between the parties will be held as soon as possible following the request for such meeting.

19.6 Personnel Records

An employee, upon prior written request, shall be granted the opportunity to view his/her personal file in the presence of the Director of Workplace Engagement or his/her designate. Information to be viewed will be:

- (a) Application,
- (b) Evaluations,
- (c) Incident reports, written warnings.

19.7 Health & Safety

The parties shall form a Joint Occupational Health & Safety Advisory Committee, which shall function as per the Occupational Health & Safety Act of Ontario.

19.8 Should the Employer consider contracting out of services or changes in methods of the way work is done or service is provided to the patrons, the Employer shall consult the union at the earliest opportunity.

19.9 Where the Employer introduces new equipment which requires increased or new skills, the Employer shall provide the necessary training.

19.10 Based on annual hours worked, each regular part-time employee may be eligible to become a member of Bruce County Group #074000 Pension Plan with Ontario Municipal Employee's Retirement Board.

19.11 EAP

The Employer's Employee Assistance Program shall be available for all employees. The Employer will provide documentation and contact information regarding the provider to all employees.

19.12 The following items of clothing shall be issued to the part-time van driver(s) upon hire:

Safety Vest
Work Gloves
Winter Safety Coat
High visibility light weight jacket suitable for Fall and/or Spring

The fore mentioned items shall be replaced as need be.

Boot Allowance: The employer shall pay to the part-time van driver each year upon receipt \$200.00 for CSA Approved Safety Boots.

ARTICLE 20 - TRAINING


20.1 Library training information shall be sent electronically or posted in all branches.

ARTICLE 21 - DURATION

21.1 This Agreement shall be effective from January 1, 2021 and continue in full force and effect up to and including December 31, 2023, and from year to year thereafter, unless within the period of ninety (90) days prior to the expiry date, either party gives to the other party written notice of termination or desire to amend this Agreement.


Signed at Port Elgin, Ontario this 30 day of June 2021.

FOR THE EMPLOYER




Brooke McLean (Jun 30, 2021 13:49 EDT)

Brooke McLean




Joanna Aegard (Aug 9, 2021 10:14 EDT)

Joanna Aegard




Susan Petrik



Emily Paterson (Jun 30, 2021 14:44 EDT)


Emily Paterson

FOR THE UNION



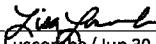
David Hobler (Aug 9, 2021 14:05 EDT)

David Hobler




beth dyer (Jun 30, 2021 15:09 EDT)

Beth Dyer



Lisa Luscombe (Jun 30, 2021 13:43 EDT)

Lisa Luscombe



Catherine Robinson (Jun 30, 2021 13:40 EDT)

Catherine Robinson

SCHEDULE A - WAGE RATES

Canadian Union of Public Employees - Local 4481

EFFECTIVE: January 1, 2021

Flat Rate Increase by Position

JOB CLASSIFICATIONS	FLAT RATE (2021 only)	START	3 MTHS	6 MTHS	12 MTHS
Custodian	0.70	16.11	16.66	17.22	18.95
Library Clerk	0.75	16.90	17.52	18.08	19.86
Technical Services Clerk	0.95	21.21	21.99	22.69	24.94
Van Driver	0.70	16.44	17.22	18.03	19.34

EFFECTIVE: January 1, 2022

1.75% increase

JOB CLASSIFICATIONS	FLAT RATE (not applicable)	START	3 MTHS	6 MTHS	12 MTHS
Custodian		16.39	16.95	17.52	19.28
Library Clerk		17.20	17.83	18.40	20.21
Technical Services Clerk		21.58	22.37	23.09	25.38
Van Driver		16.73	17.52	18.35	19.68

EFFECTIVE: January 1, 2023

1.75% increase

JOB CLASSIFICATIONS	FLAT RATE (not applicable)	START	3 MTHS	6 MTHS	12 MTHS
Custodian		16.68	17.25	17.83	19.62
Library Clerk		17.50	18.14	18.72	20.56
Technical Services Clerk		21.96	22.76	23.49	25.82
Van Driver		17.02	17.83	18.67	20.02

Appendix "A"

Home Service Areas

Note: Home Service Areas are subject to change, based on operational needs. If changes are made, the Union will be notified.

- Tobermory / Lion's Head
- Wiarton / Sauble Beach
- Port Elgin / Southampton
- Tiverton / Kincardine
- Lucknow / Ripley
- Mildmay / Teeswater
- Walkerton/ Cargill
- Chesley / Tara / Paisley