

COLLECTIVE AGREEMENT

BETWEEN:

**The Cornwall Public Library
hereinafter called "the Employer"
Party of the FIRST PART**

and

**The Canadian Union of Public Employees
Local 5423
hereinafter called "the Union"
Party of the SECOND PART**

**In effect: January 1st, 2021
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Table of Contents

ARTICLE 1 - PREAMBLE	1
1.01.....	1
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS	1
2.01 Bargaining Unit	1
2.02.....	1
2.03.....	1
2.04.....	2
ARTICLE 3 - MANAGEMENT RIGHTS	2
3.01 Management Rights.....	2
3.02.....	2
3.03.....	2
3.04.....	2
ARTICLE 4 - RESPONSIBILITY OF THE UNION	2
4.01.....	2
ARTICLE 5 – WORKPLACE VIOLENCE and HARASSMENT PREVENTION	2
5.01.....	2
ARTICLE 6 – UNION SECURITY	3
6.01.....	3
6.02.....	3
6.03 Dues Check-off.....	3
6.04 Job Security.....	3
6.05 Contracting Out.....	3
6.06 All Employees to be Members	4
6.07 Minimum Full-Time Employee Ratio	4
ARTICLE 7 - LABOUR/MANAGEMENT RELATIONS	4
7.01 Negotiating Committees	4
7.02 Union/Management Committee	4
7.03 Joint Job Evaluation Committee (JJEC).....	4
7.04.....	5
7.05 Right to Fair Representation.....	5
7.06 Exchange of Information	5
7.07.....	5
7.08 Correspondence	5
7.09 Health and Safety Committee.....	5
ARTICLE 8- GRIEVANCE PROCEDURE	6
8.01 Recognition of Union Steward	6
8.02 Grievance Committee	6
8.03 Permission to leave work	6
8.04 Definition of Grievance.....	6

8.05 Settling of Grievance.....	6
8.06 Procedures for Suspension or Discharge.....	6
8.07 Categories of Grievance.....	7
8.08 Time Limits	7
8.09 Access.....	7
8.10 Facilities for Grievance Meetings.....	7
8.11 Supplementary Agreements	7
8.12 Failure to Act Within Time Limits	7
8.13 Technical Objections to Grievances	7
8.14 Witnesses.....	7
8.15 Mediation.....	8
ARTICLE 9 - ARBITRATION	8
9.01 Composition of Board of Arbitration	8
9.02 Failure to Appoint.....	8
9.03 Arbitration Board Procedure	8
9.04 Decision of the Board of Arbitration	8
9.05 Disagreement on Decision	8
9.06 Expenses of the Board.....	9
9.07 Single Arbitrator	9
ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE	9
10.01.....	9
10.02.....	9
10.03.....	9
10.04 Right to have Steward Present.....	10
10.05 Access to Personnel File.....	10
ARTICLE 11 - SENIORITY	10
11.01 Seniority Defined.....	10
11.02 Seniority List.....	10
11.03 Probation for New Employees	10
11.04 Loss of Seniority	11
11.05 Transfer & Seniority Outside Bargaining Unit.....	11
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES.....	11
12.01 Job Postings	11
12.02 Information on Postings.....	11
12.03 Outside Advertising.....	12
12.04 Role of Seniority	12
12.05 Trial Period	12
12.06 Notification to Employees and Union	12
12.07 Disability	12
ARTICLE 13 - LAY-OFFS AND RECALLS	13
13.01 Definition of a Lay-Off	13

13.02.....	13
13.03.....	13
13.04.....	13
ARTICLE 14 - HOURS OF WORK.....	13
14.01.....	13
14.02.....	14
14.03.....	14
14.04.....	14
14.05.....	14
14.06.....	15
14.07.....	15
14.08 Flex Time.....	15
14.09.....	15
14.10.....	15
ARTICLE 15 - OVERTIME.....	15
15.01.....	15
15.02.....	15
15.03.....	15
15.04.....	15
15.05.....	16
ARTICLE 16 - HOLIDAYS.....	16
16.01 Paid Holidays.....	16
16.02.....	16
16.03.....	16
16.04.....	16
16.05.....	16
ARTICLE 17 - VACATIONS.....	17
17.01 Length of Vacations.....	17
17.02.....	17
17.03.....	17
17.04.....	17
17.05.....	17
17.06.....	17
17.07.....	18
17.08.....	18
17.09.....	18
17.10.....	18
ARTICLE 18 SICK LEAVE PROVISIONS.....	18
18.01 Sick Leave Defined.....	18
18.02 Earning Sick Leave Credits.....	19
18.03 Using Sick Leave Credits for Medical Appointments.....	19

18.04 Using Sick Leave Credits for Family Illness	20
18.05 Long Term Disability	20
18.06 Sick Leave During Leave of Absence and Lay-Off	20
18.07 Termination of Accrued Sick Leave Credit System.....	21
18.08 Deductions from Accrued Sick Leave Credits	21
ARTICLE 19 - LEAVE OF ABSENCE	21
19.01 General Leave	21
19.02 Union Leave	21
19.03 Bereavement Leave	22
19.04 Compassionate Care Benefit.....	22
19.05 Leave of Absence – Pregnancy and Parental Leave	23
19.06 Educational Leave	23
19.07 Court Leave	23
19.08 Full-Time Representative	23
ARTICLE 20 - JOB DESCRIPTIONS AND CLASSIFICATIONS.....	23
20.01 Job Descriptions	23
20.02 Classifications.....	23
ARTICLE 21 - EMPLOYEE BENEFITS	24
21.01 Pension Plans.....	24
21.02.....	24
21.03 Workplace Safety and Insurance Board.....	25
21.04 Employment Insurance Rebate	25
21.05.....	25
ARTICLE 22 - TEMPORARY EMPLOYEES.....	25
22.01.....	25
ARTICLE 23 - PAYMENT OF SALARIES AND ALLOWANCES	26
23.01.....	26
23.02.....	26
23.03.....	26
23.04.....	26
23.05.....	26
23.06.....	26
ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES	26
24.01.....	26
24.02.....	26
24.03.....	26
ARTICLE 25 - TERMS OF AGREEMENT	27
25.01.....	27
25.02.....	27
25.03 Retroactivity.....	27
25.04 No Strike or Lockout.....	27

ARTICLE 26 - GENERAL PROVISIONS	27
26.01 Copies of the Agreement.....	27
26.02 Bulletin Boards.....	27
26.03 Emergency Conditions.....	27
26.04 Parking Fees	28
APPENDIX "A-1"	30
Wage Scale - UNION STAFF - 1 January 2021	30
APPENDIX "A-2"	31
Wage Scale - UNION STAFF - 1 January 2022	31
APPENDIX "A-3"	32
Wage Scale - UNION STAFF - 1 January 2023	32
APPENDIX "A-4"	33
Wage Scale - UNION STAFF - 1 January 2024	33
APPENDIX "B"	34
PREVENTATIVE PLAN	34
BENEFITS	34

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties.

And whereas it is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and its employees and to this end, this Agreement is signed in good faith by the two (2) parties.

And whereas this agreement is designed to set out clearly the rates of pay, hours of work and conditions of employment.

And whereas it is the further intent of the parties to this Agreement to encourage efficiency in operations.

It is now desirable that this Agreement be drawn up and executed between the parties.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5423 as the sole and exclusive Collective bargaining agent for all of its employees save and except the position of Chief Librarian/CEO, Managers, and Coordinators, and hereby agrees to negotiate with the Union in all matters pertaining to the Collective Agreement.

In the event of any new classifications or positions occurring within the general bargaining unit work area, directly administered by the Board, the Employer undertakes to review such classification(s) or position(s) with the Union to clarify its position regarding the inclusion or exclusion of the position or classification from the Bargaining Unit prior to posting. Failing agreement, the matter may be referred to the Ontario Labour Relations Board or Arbitration or Grievance Procedure.

2.02 The Employer agrees not to interfere with the rights of its employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer, or any of its representatives against any employee because of Union Membership or by reason of exercising their rights under the Collective Agreement.

2.03 It is recognized that no employee shall be required or permitted to make a written or verbal agreement with the Employer, or its representatives, which may conflict with the terms of this Collective Agreement.

2.04 Definitions for Permanent Full-Time, Permanent Part-Time and Student Employees

A permanent full-time employee is an employee who works on a regular schedule of thirty-five (35) hours per week.

A permanent part-time employee is an employee who works less than thirty-two (32) hours per week.

A student employee is an employee who is enrolled or registered in a school program on a full-time basis.

ARTICLE 3 - MANAGEMENT RIGHTS**3.01 Management Rights.**

The Union recognizes the right of the Employer to operate and manage the Library.

3.02 The Union acknowledges that it is the function of the Employer to:

- A) Maintain order, discipline and efficiency:
- B) Hire, lay-off, classify, direct, transfer, promote, demote, discharge and suspend or otherwise discipline employees for just cause and generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, hours of work, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number persons to be employed.

3.03 The Employer agrees that these functions will be exercised in a manner that is fair, reasonable and consistent with the terms of this agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.**3.04 The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to and discussion with the Union.****ARTICLE 4 - RESPONSIBILITY OF THE UNION****4.01 The union agrees that membership solicitation and other Union activity not pertaining to this Agreement, will not take place during working hours.****ARTICLE 5 – WORKPLACE VIOLENCE and HARASSMENT PREVENTION****5.01 The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, ancestry, political or religious affiliation or belief, gender, sexual orientation, marital status, place of residence or by reason of membership or activity, or lack of same, in the Union.**

The parties acknowledge the authority of the Ontario *Human Rights Code* and Bill 168 under *The Occupational Health and Safety Act*, as amended from time to time.

ARTICLE 6 – UNION SECURITY

6.01 This Agreement, subject to 6.02 below, shall apply to all employees of the Employer as set forth in Article 2.01.

6.02 The Employer agrees to acquaint prospective new employees with the fact that a Union Agreement is in effect and shall give to each new employee a current Collective Agreement and with the conditions of employment set out in the Agreement.

On commencing employment, the employee's immediate Manager or designate shall introduce the new employee to his/her Union Steward or member of the Union Executive. The Union Steward or member of the Union Executive shall be given an opportunity to interview each new employee within the regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

6.03 Dues Check-off

- A) The Employer agrees to deduct from every employee within the Bargaining Unit, as a condition of employment, dues in accordance with the Union Constitution and By-Laws.
- B) Deductions from the employee's pay shall commence at the beginning of the first full pay period and shall be made for each full pay period thereafter and shall be remitted to the Union the month following the deductions.
- C) The Employer shall make available, at the same time as remitting dues to the Union, a list stating the member's name, employment status (Full-Time or Part-Time, etc.) regular earnings, the amount of dues deducted each month.
- D) The Employer agrees to provide on each employee's T-4 form a statement of the total Union dues deducted for that year.

6.04 Job Security

In order to provide job security for the members of the Bargaining Unit, persons who are not in the Bargaining Unit shall not perform any work performed by the Bargaining Unit, with the exception of those persons outlined in and limited to Article 2.01, who may perform such work provided that there is no reduction of hours of work or pay.

6.05 Contracting Out

There shall be no contracting out of any work within the scope of the bargaining unit, which would result in the loss of employment, a reduction in hours of work, demotion, or loss of negotiated wages and benefits of any bargaining unit member.

Notwithstanding the generality of the foregoing, the use of volunteers, CO-OP students, and persons employed under government funded projects will not be deemed to be a violation of this clause insofar as this does not result in the reduction of any of the employment benefits outlined above.

6.06 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

6.07 Minimum Full-Time Employee Ratio

Effective when both parties have ratified a renewed collective agreement, the Employer shall be allowed to achieve by attrition to eventually maintain a ratio of at least fifty (50%) percent of all hours, excluding students, be held by full-time employees, including vacation and leave replacement, and including the following minimum number of full-time employees in each of the following classifications:

- 2 full-time employee in clerk 5
- 5 full-time employees in clerk 4

The Employer shall, in advance of said changes resulting from this article, inform the Union.

ARTICLE 7 - LABOUR/MANAGEMENT RELATIONS**7.01 Negotiating Committees**

The Employer agrees to recognize a Union negotiating committee of not more than three (3) employees and one (1) representative of the Canadian Union of Public Employees. All matters pertaining to negotiating of changes to this Collective Agreement shall be referred to the Union Negotiating Committee for discussion and settlement, in accordance with the provisions of this Agreement.

7.02 Union/Management Committee

It is agreed that a joint committee will be established with not more than two (2) representatives of C.U.P.E. Local 5423 and not more two (2) representatives of the Employer. This Committee shall meet as required at a mutually convenient time and date to discuss matters of mutual concern which may help to promote improvement in the functions of the Library and the welfare of its employees. This committee shall not have the power to add, amend, delete, or change any part of the collective agreement.

7.03 Joint Job Evaluation Committee (JJEC)

It is agreed that a joint committee will be established with not more than two (2) representatives of CUPE Local 5423 and not more than two (2) representatives of the Employer.

This Committee shall meet as necessary at a mutually agreed upon time and location.

The mandate of the J.J.E.C. shall be to implement and maintain a gender neutral job evaluation program pursuant to and as required by the *Pay Equity Act*.

7.04 A) The Employer agrees that members of:

- The Negotiating Committee
- The Union/Management Committee
- The Joint Job Evaluation Committee
- The Grievance Committee

shall suffer no loss of wages when meeting with Management during their regular working hours. The Employer further agrees that members of the Joint Job Evaluation Committee and the Union/Management Committee specifically, shall be given fifteen (15) minutes prior to each meeting in order to prepare with no loss of wages.

B) It is further agreed that in the event of Arbitration, the Employer shall continue to pay wages and benefits to union members, charge the local union and the local union will reimburse the Employer accordingly.

C) Scheduling of these committees' activities will not be unreasonably delayed subject to operational needs.

7.05 Right to Fair Representation

The Union and the Employer shall each have the right at any time to have the assistance of outside counsel when dealing or negotiating with each other. Such counsel shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such permission shall not be unreasonably denied.

7.06 Exchange of Information

There shall be an exchange of information, at the request of either party to the other no more than once per year on such matters as job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to the pension and welfare plans.

7.07 Minutes of the Regular Library Board meetings will be submitted to the Union upon request.

7.08 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Librarian/CEO and the Recording Secretary of the Union, with copies to the Local President.

The Union shall advise the Employer of the names of its' authorized representatives with whom the Employer may be required to transact business and shall advise the Employer of any changes as they occur.

7.09 Health and Safety Committee

A) The parties agree to abide by the *Ontario Occupational Health and Safety Act* and its regulations, as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the library, in order to prevent injury and illness.

ARTICLE 8- GRIEVANCE PROCEDURE

8.01 Recognition of Union Steward

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward. The Steward shall assist any employee whom the Steward represents, in preparing and presenting her/his grievance in accordance with the Grievance Procedure.

8.02 Grievance Committee

The Employer shall recognize a Grievance Committee consisting of not more than three (3) members selected by the Union.

8.03 Permission to leave work

Steward and/or members of grievance committee will be entitled to leave their work, after permission from their Manager, without loss of pay, to meet with management on matters concerning the interpretation or application of this Agreement. Permission shall not be unreasonably withheld.

8.04 Definition of Grievance

A grievance shall be defined as a complaint arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

8.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- Step 1 An employee may, with the assistance of the Union Steward, submit a grievance to her/his immediate Manager within fifteen (15) working days of the incident giving rise to the grievance. Once in receipt of such grievance, the immediate Manager shall submit her or his decision in writing within ten (10) working days to the Union.
- Step 2 Failing settlement at Step 1, the grievance may be submitted to the Chief Librarian/CEO within ten (10) working days. Once in receipt of such grievance, the Chief Librarian/CEO shall convene a meeting within ten (10) working days, with the parties to hear and consider the grievance. The Chief Librarian/CEO shall render her/his decision, in writing, within ten (10) working days of such meeting.
- Step 3 Failing a satisfactory settlement being reached at Step 2, the Union may refer the grievance to arbitration. Such referral shall be made in writing within ten (10) working days. **A working day will be defined as Monday to Friday excluding holidays.**

8.06 Procedures for Suspension or Discharge

A grievance pertaining to a claim of wrongful or unjust discharge or suspension shall be submitted to the Chief Librarian/CEO, who shall meet with the Grievance Committee together with the employee concerned within five (5) working days and provide a written response by that time. Failing a satisfactory settlement being reached, the Union may refer the grievance to arbitration. In such cases, Article (8.05) shall not apply.

8.07 Categories of Grievance

- A) Individual Grievance
Any dispute affecting one employee constitutes an Individual Grievance. This Grievance will begin at Step 1 of the Grievance Procedure.

The Grievance must be signed by the individual who is lodging the grievance. It must state the Article(s) being grieved and the redress being sought.

- B) Group Grievance
Any dispute affecting a group of employees constitutes a group grievance. This grievance will begin at Step 2 of the grievance procedure.

Any such grievance, in order to be considered by the Union or the Employer, must be lodged within ten (10) working days of the occurrence. A group grievance must be signed by those employees so affected.

- C) Policy Grievance
Any dispute arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Collective Agreement, in whole or in part shall be termed a Policy Grievance. This Grievance will begin at Step 2 of the Grievance Procedure. Any such grievance, in order to be valid, must be lodged within ten (10) working days of when the incident giving rise to the grievance occurred. The grievance must be signed by the President or Recording Secretary of the local union.

8.08 Time Limits

It is agreed that the time limits referred to in Article 8 Grievance Procedure may be extended by mutual consent.

8.09 Access

Union representatives shall have access, upon reasonable notice, to the Employer's premises in order to investigate and assist in the settlement of a grievance.

8.10 Facilities for Grievance Meetings

The Employer shall supply the necessary meeting facilities for the grievance meetings.

8.11 Supplementary Agreements

Signed supplementary agreements between the parties signatory to this agreement, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

8.12 Failure to Act Within Time Limits

Failure of the grievor or the union to process a grievance within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

8.13 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection or defect of form and the Arbitration Board shall have the power to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

8.14 Witnesses

At any time during the grievance and arbitration procedure, either party shall have the right to have the assistance of witnesses.

8.15 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, whenever possible. Therefore, notwithstanding Article 8 – Arbitration, the parties may, upon mutual agreement, engage the services of a Mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. The parties will share equally the fees and expenses, if any, of the Mediator.

ARTICLE 9 - ARBITRATION**9.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made to the other party of the Agreement, naming its nominee. Within ten (10) days of the receipt of such request thereafter, the other party shall reply indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairman.

9.02 Failure to Appoint

If the party receiving the notice fails to name its nominee or if the two (2) appointees fail to agree upon a Chairperson, then either party may request the Minister of Labour to appoint a nominee or an arbitrator as the case may be.

9.03 Arbitration Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

It shall hear and determine the difference of allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

9.04 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed.

The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

9.06 Expenses of the Board

Each party shall pay:

- A) the fees and expenses of the nominee it appoints
- B) one-half the fees and expenses of the Chairperson.

9.07 Single Arbitrator

At any time the parties may mutually agree to submit an issue to a single arbitrator, whose fees and expenses shall be equally shared.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Where the Employer or its authorized agent deems it necessary to take formal disciplinary action against an employee, the Employer shall, within fifteen (15) days thereafter, give written particulars of such censure to the employee involved with a copy to the Secretary of the Union. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her/his record. The employee's record, including letters of reprimand or any adverse reports shall not be used against her/him at any time after eighteen (18) months following suspension or disciplinary action, provided no further similar disciplinary action has been recorded.

A working day will be defined as Monday to Friday excluding holidays.

10.02 An employee may be discharged or suspended, but only for just cause and only upon the authority (or delegated authority) of the Chief Librarian/CEO. When an employee is discharged or suspended, she/he and the Union shall be given the reason(s) in writing by the Employer and may request the presence of her/his Steward or other member of the Union executive. Such employee and the Union shall be advised promptly, in writing, by the Chief Librarian/CEO or her/his designate, of the reason(s) for such discharge or suspension.

10.03 A claim by an employee who has completed the probationary period that she/he has been discharged, suspended, or disciplined without just cause shall be treated as a grievance and dealt with in accordance with Article 8.

Such grievance may be settled by:

- A) confirming the Employer's action, or
- B) reinstating the employee without loss of seniority and with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties of the Arbitration Board.

10.04 Right to have Steward Present

An employee shall have the right, if so requested, to have her/his Steward or Local Union Officer present if a manager intends to meet an employee to impose disciplinary action against that employee. The manager shall so notify the employee in advance of the purpose of the interview if discipline against the employee is the subject in order that the employee may contact her/his Steward to be present at the interview.

A Steward or Local Union Officer shall have the right to consult with a C.U.P.E. Staff Representative and to have her/him present at any discussion with a manager who intends to impose discipline.

Any delay which is a result of obtaining a Steward shall not be considered a failure to act on the part of the employer, such delay even if extends beyond fifteen (15) days set out in article 10.01 shall not make such formal disciplinary action null or void.

10.05 Access to Personnel File

An employee shall have the right upon 24 hours' notice to have access to and review her/his personnel file and shall have the right to photocopy and respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee's file is recognized as being the sole property of the Employer and is not to be removed from the business office(s) by the employee.

ARTICLE 11 - SENIORITY**11.01 Seniority Defined**

Seniority is defined as the length of service with the Employer and shall be based on the date of hire. Seniority shall be used in determining priority for vacations, promotions, transfers, demotions, lay-offs and recalls. Seniority shall operate on a bargaining unit wide basis. Any matters of promotion shall apply as per Article 12.04 Seniority for part-time employees shall be based on hours worked.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

11.03 Probation for New Employees

A new employee shall be on probation for three (3) months. After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period, an employee shall be entitled to all rights and benefits of this Agreement, except with regard to discharge, unless the union claims discrimination as defined in Article 4.02. Should the newly-hired full-time employee be promoted or transferred to another position while still on probation, then the probationary period shall restart with the effective transfer date becoming to beginning of the probationary period. Probation for newly-hired part-time employees shall be six (6) months. In addition, new employees will not be eligible for coverage under Article 21.02 until the day following one month of continuous active employment.

11.04 Loss of Seniority

An employee shall not lose seniority if she/he is absent from work because of sickness, occupational illness or injury, lay-off or leave of absence approved by the Employer.

An employee shall lose her/his seniority for the following reasons:

- A) She/he is discharged for just cause and is not reinstated.
- B) She/he resigns in writing.
- C) Failure to respond after notice of recall within five (5) working days after being recalled by private courier that provides proof of delivery (signed receipt or photo of letter in mailbox).
- D) Laid off longer than twenty-four (24) consecutive months.

11.05 Transfer & Seniority Outside Bargaining Unit

- A) No employee shall be transferred to a position outside the bargaining unit without her/his consent.
- B) If such transfer is to temporarily meet the needs of the Employer, when the employee returns to the Bargaining Unit, she/he shall be placed in the job she/he held immediately prior to such temporary placement.
- C) In the event an employee transfers to a **temporary** position outside the bargaining unit, he or she shall:
 - 1) receive full management pay
 - 2) shall not participate in any matters pertaining to hiring, discipline, discharge or lay-offs for a period not exceeding six (6) months.
 - 3) continue to pay union dues;
 - 4) shall continue to accrue seniority for a period not exceeding six (6) months.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**12.01 Job Postings**

When a new position is created, or when a vacancy occurs within the bargaining unit, the Employer shall immediately notify the Union by forwarding a copy to the Local President and another Local Union Officer if the Local President is not available in writing and by employer assigned email and post such notice of the position on the appropriate bulletin boards for a minimum of seven (7) business days. Applications shall be received within the posting time and any application received outside of the posting time shall not be considered for the job posting. The employer shall give consideration to existing bargaining unit members before any external candidates.

12.02 Information on Postings

A posting shall contain the following information; nature of position, minimum qualifications, hours of work, wage or salary rate or range.

12.03 Outside Advertising

Any member of the bargaining unit on vacation or leave may indicate an interest in a position posted during their leave by communicating with the responsible Manager by telephone or signed facsimile prior to the closing date indicated on the job posting. Within three (3) days of returning to work, the individual must submit all necessary documents to the responsible Manager.

12.04 Role of Seniority

In all cases of promotions, lay-offs, transfers, recalls, employees may exercise their seniority over an employee of lesser seniority. Seniority shall prevail, providing the employee has the minimum qualifications required to fulfil the job.

If an active suspension is on file in regards to performance, then the employee is ineligible for promotion for transfer.

12.05 Trial Period

The successful applicant from within the Bargaining Unit shall be placed on a trial period of three (3) months from the time the new duties are assumed. Conditional upon satisfactory performance during such trial, promotion or transfer shall be confirmed after the three (3) month trial period.

In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, she/he shall be returned to her/his former or equivalent position without loss of seniority, and at her/his former wage rate. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to her/his former or equivalent position without loss of seniority and at her/his former salary rate.

During the trial period, the employee shall be given appropriate orientation or training in the new position.

12.06 Notification to Employees and Union

Notification shall be given three (3) working days prior to the date of appointment to a vacant position, the unsuccessful applicants shall be notified and the name of the appointee posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment for positions within the Bargaining Unit by forwarding documentation to the Local President.

12.07 Disability

An employee unable, through injury or illness, to perform his normal duties, shall be provided with alternate suitable employment if such is available. Such employee shall not displace an employee with more seniority.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 Definition of a Lay-Off

A lay-off shall be defined as a reduction in the normal weekly hours of work or a reduction in the work force initiated by the Employer.

13.02 In the event of a lay-off, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in order of their seniority and provided they meet the minimum qualification of the position and in accordance with Article 12.04. No new employees shall be hired until those laid off have been given the opportunity of recall. It is understood that an employee about to be laid off may bump an employee with less seniority.

13.03 In the event of a lay-off, employees shall be given at least four (4) weeks' advance notice of lay-off or pay in lieu thereof.

13.04 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

14.01 Schedule rotation will be assigned on March 15 for full-time and part-time employees for the period of June 1 to August 31 and on July 15 for full-time and part-time employees for the period of September 1 to May 31 each year and will not be modified during that period unless by mutual agreement.

The schedule rotation will assure that each full-time employee has a minimum of every other weekend (Saturday and Sunday) off. Full-time employees shall not work more than one (1) Sunday in a four (4) week rotation unless by mutual agreement.

The Cornwall Public Library will be closed on Easter Sunday. Full-time employees regularly scheduled to work Easter Sunday will make up the time by working their regularly scheduled day off during the same week, i.e. the work week shall be treated as a summer schedule work week.

- A) Hours of work for full-time employees shall consist of five (5) days from Sunday to Saturday, seven (7) hours per day and thirty-five (35) hours per week, exclusive of a one (1) hour unpaid lunch break. Vacation and/or days off taken on Sunday shall be credited as a full day seven (7) hours.
- B) Sunday hours shall be in effect from the first Sunday following Labour Day to the Sunday preceding Victoria Day.
- C) The work day on Saturday and Sunday for full-time employees will not be later than 5:00 p.m.

- D) Hours of work for part-time employees shall be awarded by seniority (as defined in Article 11.01), qualifications and classification as per the Employer's following principles:
- (i) The Employer is responsible to create and manage the schedule and such Master Schedule will be posted twice per year as indicated in 14.01.
 - (ii) The Master Schedule will contain blocks of shifts and employees will select a block of shifts based on seniority, qualifications and classification.
 - (iii) If, for any reason, a block of shifts becomes available, and if the block of shifts are not being eliminated, the vacant block of shifts shall be included in the job posting information as defined in Article 12.02 available to all employees who do not hold the same title or status as the available block of shifts and the current hours are equitable. (3 hours more or less)

The Employer is responsible to create and manage the schedule and such Master Schedule will be posted twice per year basis.

14.02 The Employer agrees that for the duration of this Agreement, there will be no split shifts except in those areas where it is mutually agreeable.

14.03 Information regarding any changes in normal weekly hours will be provided in the Union/Management Committee.

14.04 The Employer shall post a schedule for full-time employees which shall cover a two-week (2) period. Such schedule shall be posted at least two (2) weeks before it goes into effect. It is further agreed that once posted, the schedule shall not be changed except by mutual agreement. Management reserves the right to post the schedule electronically as long as adequate training on how to use the time and attendance scheduling system is provided by the employer.

14.05 Employees scheduled for the following hours of work shall be permitted the corresponding breaks and eating periods:

Less than five (5) hours:

- paid fifteen (15) minute break

Five (5) hours or more but less than six (6) hours:

- Two (2) paid eating periods (meal break) of fifteen (15) minutes each which may be taken together

Six (6) hours or more but less than seven (7) hours:

- paid fifteen (15) minute break in the first half of the shift
- unpaid eating period (meal break) of thirty (30) minutes at approximately half time of the shift
- paid fifteen (15) minute break in the second half of the shift

Seven (7) hours or more:

- paid fifteen (15) minute break in the first half of the shift
- unpaid one (1) hour eating period (meal break) at approximately half time of the shift
- paid fifteen (15) minute break in the second half of the shift

14.06 Full-time employees shall not be scheduled to work more than three (3) evenings per week, unless by mutual agreement.

14.07 Short-term/temporary changes in Article 14.08 may be made by mutual agreement.

14.08 Flex Time

Flex time may be available if a staff member requires a short-term leave of absence of one (1) hour or less from work for a personal matter that is not otherwise covered by the Collective Agreement. The employee may make up time by modifying the scheduled start time, finish time, lunch period or break periods during regular hours of operation, subject to prior approval by the immediate Manager. Flex time is available to employees providing it does not occur on a continuing basis. Such approval shall not be unreasonably withheld.

14.09 When it is determined by Management that a shift becomes vacant due to illness or some other unplanned event, the shift will be called out in order of seniority as is described in Article 11 provided that the shift is longer than one (1) hour in length. If the shift is no more than one (1) hour, the Employer may utilize an employee who is already on site provided that it does not create overtime.

14.10 Should a shift be called out and accepted by an employee but is no longer needed to be filled, management may cancel the called out shift as long as the employee who was called out is communicated to nine (9) business days before the scheduled called out shift would have taken place.

ARTICLE 15 - OVERTIME

15.01 A) All time worked, by full-time employees, on a Paid Holiday as defined in Article 16.01, shall be considered overtime and must be authorized in advance by the Manager.

B) All time worked, by part-time, student and temporary employees beyond seven (7) hours per day or seventy (70) hours per bi-weekly pay period or on a Paid Holiday as defined in Article 16.01, shall be considered overtime and must be authorized in advance by the Manager.

15.02 Overtime work, as defined in Article 15.01, shall be paid, or booked, according to Article 15.05, at the rate of time and one-half (1½).

15.03 All work performed on a Paid Holiday as defined in Article 16.01 shall be paid at the rate of time and one-half (1½).

15.04 Overtime shall be offered in order of seniority to employees who are in the affected department and available to do the required work. Instead of cash payment for overtime, an employee may request to receive time off in lieu at the appropriate overtime rate. An employee may accumulate up to a maximum of five (5) working days which may be taken off at a time mutually agreed upon by the employee and her/his Manager.

15.05 If the employee is required by the Employer to attend a one (1) day conference, workshop or seminar on her/his regular day off, time off in lieu shall be given at a time mutually agreeable to the employee and the Manager. The Employer agrees to pay all expenses incurred by the employee as it directly relates to the course. This time used for travel to and from a one (1) day conference, workshop or seminar will not be included in the time off.

ARTICLE 16 - HOLIDAYS

16.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	The day before Christmas
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	1/2 day before New Year's Day

Three (3) Floating Holidays to be taken at a time mutually agreeable to the Employer and the employee representing Family Day, Remembrance Day, and National Day for Truth and Reconciliation.

16.02 An employee who is required to work on any of the above noted holidays shall be paid one and one half hours (1½) her/his regular rate of pay for all hours worked and in addition the employee shall be entitled to an additional day off in lieu with pay.

16.03 When a statutory holiday falls on an employee's day off, the day shall be taken at a mutually agreeable time. Part time employees will enjoy the same statutory holidays as full-time employees. The administration of the method of payment and calculation of hours will however be according to the *Employment Standards Act*.

In the event that a statutory holiday falls on a Sunday when the Library is normally closed, the following Monday shall be the agreed day for the day to be taken.

16.04 An employee shall take the day in lieu for a statutory holiday within three (3) months of the date of the statutory holiday.

16.05 Time off in lieu of statutory holidays must be taken in increments of no less than the number of hours that the employee was scheduled to work.

ARTICLE 17 - VACATIONS

17.01 Length of Vacations

- A) An employee, who has not completed ten (10) months of service on 31 December of the current year, shall be entitled to one (1) day per month paid vacation to a maximum of ten (10) days.
- B) An employee, having completed ten (10) months of service on 31 December of the current vacation year, shall be entitled to two (2) weeks paid vacation.
- C) An employee, having completed three (3) years of service on 31 December of the current year, shall be entitled to three (3) weeks paid vacation.
- D) An employee, having completed ten (10) years of service on 31 December of the current year, shall be entitled to four (4) weeks paid vacation.
- E) An employee, having completed seventeen (17) years of service on 31 December of the current year, shall be entitled to five (5) weeks paid vacation.
- F) An employee, having completed twenty (20) years of service on 31 December of the current year, shall be entitled to one (1) additional day of paid vacation for each year of service to a maximum of six (6) weeks of vacation.

17.02 An employee shall earn but not be entitled to take vacation leave during the probationary period.

17.03 If a paid holiday occurs during an employee's vacation period, she/he shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Chief Librarian/CEO.

17.04 An employee terminating her/his employment at any time in her/his vacation year before she/he has had her/his vacation shall be entitled to a proportionate payment of salary in lieu of any unused earned vacation.

17.05 Vacation Year

The vacation year shall be from the 1st of January to the 31st of December of each year.

17.06 Vacation Requests

- A) Vacation requests for the period from September 1 to December 31 of the current year and January 1 to May 31 of the next year shall be submitted to the Chief Librarian/CEO or designate by August 15. If there is a conflict between employees as to their vacation time, then seniority shall govern.
- B) Vacation requests for the period from June 1 to August 31 of the current year shall be submitted to the Chief Librarian/CEO or designate by April 15. If there is a conflict between employees as to their vacation time, then seniority shall govern.
- C) All of an employees' vacation entitlement must be booked according to Article 17.06 (A) and (B) with the exception of up to five (5) days that may be submitted after vacation requests in accordance with Article 17.06 (A) and (B) have been duly considered an accommodated and

shall be granted on a first come first served basis. The employee must endeavour to provide ten (10) business days notice in advance of the requested date. All vacation of the current year must be booked by October 31. Any outstanding vacation not booked by October 31 shall be scheduled by the employer according to operational need without consideration of the employee's preference.

- D) Employees may take up to four (4) consecutive weeks of vacation, in accordance with Article 17.06 (A) and (B).
 - E) An employee may exchange her/his scheduled vacation period with another employee in the same department provided twenty (20) business days' notice is given to the immediate Manager. Such request shall not be unreasonably denied.
 - F) An employee may change her/his scheduled vacation period provided ten (10) business days' notice is given to the immediate Manager. It is understood that such a change cannot be used to usurp another employee's scheduled vacation period.
- 17.07** In the event of a death of a family member as described in Article 19.03 while an employee is on vacation, employees shall be entitled to bereavement leave without loss of vacation entitlement. Vacation entitlement so displaced shall be rescheduled at a time mutually agreed.
- 17.08** Vacation pay will be paid at the regular rate of pay in effect prior to the employee's vacation.
- 17.09** Part time employees are paid vacations as per Article 21.05.
- Part-time employees receive vacation time as per Article 17.01 (length of vacations), where one (1) year equals 1820 hours.
- 17.10** Employees, upon giving two weeks' notice, shall receive with their last pay before their annual vacation any pay which may fall due during their vacation period.

ARTICLE 18 SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*. A doctor's certificate may be required to support an absence on sick leave in excess of three (3) continuous days. The first seven (7) sick days used within the year shall be granted without validation except for when a pattern of sick abuse can be identified.

- A) Absences after seven (7) days are subject to full review by the employer including the request of documentation to substantiate the absence, investigative meetings with the employee regarding participation in the medical accommodation program.
- B) An employee who demonstrates significant leave from work because of sick time shall participate in the employer's medical accommodation program. The program is used to accommodate the leaves from work as well as identify and accommodate any work-related accommodations an employee may require. The participation in the program is mandatory for the employee to maintain full use of sick leave provisions as outlined in Article 18.

- C) Should the employee who is identified to use significant sick time and is requested by the employer to participate in the medical accommodation program choose not to participate in the medical accommodation program, then access to the full scope of the sick provision shall be limited. For that employee, half of all provisions as outlined in Article 18 shall be withheld from the employee.
- D) When the Employer is requesting a functional abilities form for the purpose of accommodation, such will be paid entirely by the Employer.

18.02 Earning Sick Leave Credits

- A) Full-time employees shall earn Sick Leave Credits at the rate of two (2) days for every month of employment.
- B) Part-time employees shall earn paid Sick Leave Credits at the rate of two (2) hours for every twenty (20) hours worked.
- C) In the event of hospitalization, surgery, quarantine or under orders of an attending physician, a full-time employee shall be entitled to up to ten (10) additional days of Sick Leave Credits that year.
- D) In the event of hospitalization, surgery, quarantine or under orders of an attending physician, a part-time employee shall be entitled to up to ten (10) additional hours of Sick Leave Credits that year.
- E) Hospitalization is defined as admitted to a hospital under medical observation by medical staff. Surgery is defined as a procedure done in an operating room and general anesthetics was required. Quarantine is defined as being directly instructed by the Medical Office of Health or authorized designate issuing a quarantine order. Under orders of an attending physician is defined as prescribed leave from a treating physician as part of an ongoing treatment for a specific condition being treated by that treating physician. All defined instances are only approved with the employee providing supporting documentation.
- F) On January 1st of each year, all full-time employees who have worked a minimum of six (6) months prior to December 31st will receive sick leave credits based on one (1) full year of employment for the current calendar year. Should an employee leave before the end of the calendar year, having used unearned Sick Leave Credits, the appropriate deductions will be made on the final pay.

On January 1st each year, all part-time employees will receive sick leave credits based on the entitlement earned in the previous six (6) months. Sick time take will then be deducted from the total amount earned in any calendar year, having used unearned Sick Leave Credits, the appropriate deductions will be made on the final pay.
- G) During the probationary period, new employees will be eligible to use only earned Sick Leave Credits, as defined in Article 18.02 sections A and B. At the end of the probationary period these employees will receive Sick Leave Credits for the remainder of that calendar year as outlined in Article 18.02 Section C.

18.03 Using Sick Leave Credits for Medical Appointments

Employees shall be entitled to required time off for the purpose of attending an appointment with a health professional covered by the current Health Benefit Package. The employee must endeavour to provide at least twenty-four (24) hours' notice to the Employer to accommodate

changes to the schedule. The allotted time off for the appointments shall be deducted from Sick Leave Credits.

18.04 Using Sick Leave Credits for Family Illness

After notifying the Chief Librarian/CEO or her/his designate, full-time employees shall be entitled to use a maximum of six (6) sick leave days per year to provide for the needs, during an illness, of a family member whether or not the family member resides with the employee.

18.05 Long Term Disability

This provision is not applicable to Part-Time, Student and Temporary Employees.

Should an employee suffer an illness or accident which does not allow her/him to work and the employee has exhausted her/his annual Sick Leave and accumulated sick leave credits, the employee will be compensated at:

- (A) 75% of her/his wages, based her/his pre-disability wages, for up to 21 weeks after the last day of work; and
- (B) thereafter at 66.7% of her/his wages, based on her/his pre-disability wages, up to the age of 65. This will be provided through a Long Term Disability Plan which the Employer will pay 100% of the cost.

18.06 Sick Leave During Leave of Absence and Lay-Off

- (A) When an employee is given leave of absence with pay for any reason, she/he shall receive sick leave credits for the period of such absence on her/his return to work. When an employee is laid off on account of lack of work, she/he shall not receive sick leave credits for the period of such absence but shall retain her/his cumulative credit, if any, existing at the time of such lay-off.
- (B) Where an employee qualifies for sick leave requiring medical treatment and hospitalization and where verification by medical certificate is provided, or other approved leave as set out under this Agreement during her/his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date at a time mutually agreed upon by the employee and the Chief Librarian/CEO.
- (C) An eligible employee shall receive pay for absence up to the amount of her/his sick leave credits.

18.07 Termination of Accrued Sick Leave Credit System

(A) Pursuant to Section 21 of the *Public Libraries Act*, a sick leave credit system was established on June 22, 1961, revised May 1972, amended March 1976, amended and included in the Collective Agreement for 1989 - 1991 and shall be terminated as of 31 December 1991.

(B) Every employee of the Board will retain the Sick Leave Credits they have accumulated up to 31 December 1991. Sick Leave Credits used after this date will be deducted from the total retained. Until such time as all employees have exhausted their Accumulated Sick Leave Credits the Chief Librarian/CEO shall advise each employee in writing of the amount of accumulated sick leave remaining to her/his credit within thirty (30) days after the close of each calendar year. It is understood that no pay-out of Accumulated Sick Leave Credits shall be made to any employee who retains accumulated Sick Leave Credits after 2 July 1996.

18.08 Deductions from Accrued Sick Leave Credits

Deductions shall be made from an employee's accumulated sick leave credits for leave of absence as specified in Article 18.01. Such deductions from Accumulated Sick Leave Credits shall only be made after sick leave credits earned in any given calendar year, in accordance with Article 18.02 have been exhausted. No compensation shall be paid to the employee under Article 18.05 until such time that all Accumulated Sick Leave Credits have been exhausted.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant a leave of absence of not more than one (1) year without pay, without benefits coverage and without loss of seniority, provided that such a request is made to the Chief Librarian/CEO at least sixty (60) days in advance. A written reply to the request providing the decision and the reasons shall be given to the employee no later than seven (7) days after the request is made, except in cases of emergency in which case a reply will be given as soon as possible.

19.02 Union Leave

Leave of absence with pay subject to below and without loss of seniority shall be granted upon written request by the Union for Union members to attend Union functions and to manage the affairs of the local. Such leave shall not exceed a total of thirty (30) days in the year with no more than two (2) employees on leave at one time. It is further agreed that at no time will more than one (1) employee from each Department be allowed leave under this provision at any one time. Any cancellation of Union Leave must be submitted ten (10) business days in advance to accommodate scheduling needs.

The Employer will charge the local union for the wages and benefits and the local union will repay the Employer. Such leave shall not be unreasonably denied.

19.03 Bereavement Leave

This provision is only applicable to Full-Time Employees, with the exception of Article 19.03 (E) and (F) which shall be applicable to Part-Time, Student and Temporary Employees.

- A) On the occasion of the death or imminent death of a father, mother, spouse, common-law spouse, son, daughter, brother, sister, father-in-law, mother-in-law, the employee shall be granted up to five (5) consecutive days' leave.
- B) On the occasion of the death or imminent death of a son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-parents, step-children, step-siblings, the employee shall be granted up to two (2) consecutive days' leave.
- C) In the event of a spring internment for (A) and (B), employees shall be granted the day to attend the internment provided the day is a regular scheduled work day.
- D) In the event of the death of an aunt or uncle, niece or nephew, the employee shall be granted the day of the funeral.
- E) In the event of the death of a father, mother, spouse, common-law spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-parents, step-children, step-siblings, aunt or uncle, niece or nephew, the employee shall be granted the day of the funeral.
- F) An employee shall not suffer a loss of pay if the aforementioned days are regular working days.
- G) Should the funeral of any persons listed in Article 19.03 Sections A, B and C be 300 kilometres or more from Cornwall an additional travel day shall be granted, without loss of pay, should this day be a regular working day.
- H) One (1) day's leave for any funeral, shall be granted without pay, when asked to be a pall bearer.

19.04 Compassionate Care Benefit

The Employer shall grant Compassionate Care Leave in accordance with existing Employment Insurance Legislation.

The employee may use her/his Family Sick Leave Credits during the first two weeks of the leave to offset the waiting period.

An employee who is on Compassionate Care leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Benefits shall be paid a supplemental employment benefit for the duration of the leave to a maximum of six (6) weeks. Such supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's original employment insurance stubs shall constitute proof that the employee is in receipt of Employment Insurance Compassionate Care Benefits. Should the employee require the original copy for whatever reason, the Employer shall provide it to the employee. The Employer may request the original to be returned if required.

19.05 Leave of Absence – Pregnancy and Parental Leave

The Employer shall grant Pregnancy and Parental Leave in accordance with the *Employment Standards Act*. Members on leave shall suffer no loss of seniority while on leave.

19.06 Educational Leave

- A) The Employer may grant leave of absence without pay and without loss of seniority to an employee attending an accredited school of Library Science or Library Technician Course or other course of training or education which in the opinion of the Employer will provide a skill or knowledge of value to the library system.
- B) When the Employer requires an employee to attend a course, the Employer will pay registration and tuition costs incurred with the course and those other expenses as outlined in the Employer's training and conferences expenses policy and will grant appropriate paid leave of absence to the employee.

19.07 Court Leave

The Employer shall grant leave of absence without loss of pay or seniority to an employee called to serve as a juror or witness in any court. The employee shall remit to the Employer such monies as are received in the course of this duty, excluding payment for traveling, meals or other expenses, for those days on which the employee was scheduled to work.

19.08 Full-Time Representative

An employee who is elected or appointed to a full-time position with the Union or any body to which the Union is affiliated shall be granted leave of absence without pay and while on such leave of absence shall retain his seniority. Such leave shall not exceed the duration of the term of such election or appointment and in no case shall the period of such leave exceed two (2) years. Such leave may be reviewed together with the Union and the employee concerned one (1) year after the commencement of the leave. Such review shall not result in the continuation of the leave being unreasonably withheld.

ARTICLE 20 - JOB DESCRIPTIONS AND CLASSIFICATIONS**20.01 Job Descriptions**

The Employer shall discuss specific position descriptions as requested or required. Both parties agree that all job descriptions will be up-dated as required with a copy being remitted to the union.

20.02 Classifications

Where the Union or any employee concerned considers that:

- A) a newly established position or one which has just been reclassified has been assigned an improper classification in relation to the remainder of the classification system, or
- B) the salary or rate assigned to a newly created classification is incorrect in relation to the remainder of the classification systems, or
- C) a significant change in the primary function and/or content of any position or classification has occurred to the extent that the position is improperly classified or the classification is incorrect in relationship to the remainder of the classification system.

The Employer agrees to discuss the classification with the Union. If after such discussion, agreement is not reached, either party may submit the issue through the grievance and arbitration procedure.

The Employer agrees that only a student employee, as defined in Article 2.04, can work in the student classification.

ARTICLE 21 - EMPLOYEE BENEFITS

Each employee is responsible for notifying the Chief Librarian/CEO in writing of any changes in marital status, dependents, or any other changes affecting the employee's participation in and coverage in the above plan. Employees must report changes within thirty (30) days or be subject to disciplinary action up to and including termination.

Part-time students and temporary employees are not entitled to coverage outlined in Articles 21.01 and 21.02, with the exception that part-time employees may join the *Ontario Municipal Employees Retirement System (OMERS)* in accordance with the provisions for voluntary membership (in accordance with rules & regulations of OMERS) if they meet the eligibility requirements as set out by OMERS. The Employer shall advise such employees in writing of their eligibility.

21.01 Pension Plans

Every employee shall, as a condition of employment, join the *Ontario Municipal Employees Retirement System*. The Employer and the employees shall make contributions in accordance with the provisions of the plan up to limits allowed.

21.02 All full-time employees shall be enrolled in any group benefit plans offered by the Employer for which they are eligible. A copy of the contract shall be provided to the Union. 100% of benefits are payable until retirement, except for active employees, 65 years of age or older, who will not be covered/eligible for long term disability and basic life insurance as specified in "D".

The Employer agrees to cover 100% of the cost for a benefit package which includes:

- A) **Dental Plan** as described in Appendix B.
- B) An **Extended Health Benefits Plan** as currently exists or its equivalent. In relation to the provision of a drug benefit plan as part of the Extended Health Benefits Plan, generic substitution shall be mandatory unless specific medical contra-indications are cited by the physician as the basis for "no substitution".

Deductible: \$25.00 individual, \$50.00 family, per calendar year(s). Not applicable to Drugs, Hospital Care, Out-of-Canada Emergency Medical Treatment, Vision Care, and services provided by licensed practitioner (as listed in Group Policy dated January 1st, 2007 (effective January 1, 2014.)

Effective January 1, 2022, \$350.00 per licensed practitioner (as listed in Group POLICY dated January 1st, 2007) per calendar year with no deductible per year.

- C) Effective January 1, 2014, Vision Care: \$300.00 per 24 months per family member, not including eye exams, \$50 per two calendar years;
- D) **Basic Group Life Insurance:** Two (2x) times annual salary.
- E) **Accidental Death and Dismemberment Insurance:**
Two (2x) times annual salary for loss of life (amounts for accidental dismemberment vary according to the loss).
- F) **Health Care Spending Account (HCSA)**
Effective January 1, 2022, \$500 calendar maximum.

21.03 Workplace Safety and Insurance Board

All employees shall be covered by the *Workplace Safety & Insurance Act* and by the Regulations of the Workplace Safety & Insurance Board.

21.04 Employment Insurance Rebate

The Union hereby agrees that the Employment Insurance rebate shall be returned to the Employer. The rebate is to be applied towards the annual cost of benefit plans.

21.05 Part-time employees shall receive the following percentages of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached, "in lieu" of all forms of health and welfare benefits and vacation pay:

- As of January 1st, 2014: 10%
- As of January 1st, 2015: 13%

ARTICLE 22 - TEMPORARY EMPLOYEES

22.01 It is agreed that from time to time the Employer may find it necessary to hire Temporary Employees in order to cover peak work periods, extended absences, and to provide relief when permanent employees are on vacation. Such persons will be hired at the start rate specified in Appendix A. Temporary employees shall be entitled to all rights and privileges of the Collective Agreement except for the following:

- A) they shall be on probation during their term of employment;
- B) they will not be entitled to pay for Statutory Holidays, or compassionate leave until they have completed two (2) weeks of employment;
- C) they shall not be covered by the maternity leave provision of this Collective Agreement;
- D) for purposes of determining the seniority date of temporary employees who have been appointed to a permanent position, the last date of hire prior to the appointment shall be recognized;

- E) if a position falling within CUPE 5423 jurisdiction is posted, and no permanent employee is successful in filling the position, presently employed temporary employees who have been employed for thirty (30) working days or more, may apply for the position;
- F) they shall not be entitled to vacation leave, unless they have completed six (6) months of employment;
- G) they shall not be entitled to sick leave until they have thirty (30) days service effectively at work. There will be no accumulation of sick days for pay-out provisions on termination.

ARTICLE 23 - PAYMENT OF SALARIES AND ALLOWANCES

- 23.01** The Employer shall pay salaries bi-weekly in accordance with Appendix A attached hereto, and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement of her/his salary, overtime and other supplementary pay and deductions and where able to, year-to-date totals.
- 23.02** When an employee temporarily substitutes in and performs any major duties of a higher graded position, she/he shall receive the higher rate commencing on the third day and continuing for the full period while filling the temporary position.
- 23.03** Employees who use personal vehicles on authorized Employer's business shall be reimbursed mileage in accordance with the Board's Travel Expense Policy.
- 23.04** The Employer will reimburse the cost of tuition and examination fees for any current employee, for any course it deems would aid the employee's performance of her/his duties. To qualify for reimbursement, permission and approval from the Chief Librarian/CEO must be obtained prior to commencement of the course, such reimbursement to be made upon provision of satisfactory receipts, and proof of successful completion.
- 23.05** Employees must give at least two (2) weeks written notice of resignation to the Chief Librarian/CEO who will forward a copy to the Local Union President.
- 23.06** Employees must give four (4) weeks written notice of early retirement to the Chief Librarian/CEO who will forward a copy to the Local Union President.

ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES

- 24.01** The Employer agrees to notify the Union, in advance, as far as possible, of any technological or other changes the Employer has decided to introduce which will change the status of any employee within the Bargaining Unit.
- 24.02** In order to protect any full-time employee displaced because of mechanization, technological or organizational changes, any employee so displaced shall be offered employment elsewhere in the same classification and at the same salary if such is available. If such is not available or the employee refuses such transfer, she/he shall then be subject to the lay-off procedure.
- 24.03** In the event that new methods or machines which require new or greater skills than are possessed by full-time employees are introduced, such employees shall be given a period of time, not to exceed six (6) months, calculated from the course(s) start, (if applicable), during

which they may perfect or acquire the skills necessitated by the new method of operation. Any special training or instruction shall be provided and paid for by the Employer. There shall be no change in salary rates or wages during this training period.

When the Employer is aware of incoming technological and other changes, the Employer will offer the applicable education for the update/re-qualification of the employees.

ARTICLE 25 - TERMS OF AGREEMENT

25.01 This Agreement shall be binding and remain in effect from the 1st of January 2021 to the 31st of December 2024. Thereafter, it shall renew itself automatically from year to year, unless written notification of intention to modify or terminate this Agreement be given by one of the contracting parties to the other not more than ninety (90) days and not less than thirty (30) days after a notice has been received, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modifications.

25.02 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed.

25.03 Retroactivity

Increases to the salary schedule shall be retroactive and paid to all employees in the bargaining unit as and from the date in Article 25.01. Any new employees hired since that date shall be entitled to a pro-rata adjustment to the remuneration from the date of their employment. The Employer shall be responsible to contact in writing within fifteen (15) days of the signing of the collective agreement, at their last known address any employee who has left its employment to advise them of their entitlement to any retroactive adjustment with a copy to the Union. Such employees shall have a period of forty-five (45) days from the date of the mailing to claim such adjustment.

All retroactive payments shall be made within a maximum of eight (8) weeks from the date of the signing of a new collective agreement.

25.04 No Strike or Lockout

During the term of this Agreement, the Board shall not lockout and the Union shall not encourage or advocate a slowdown curtailment or stoppage of work.

ARTICLE 26 - GENERAL PROVISIONS

26.01 Copies of the Agreement

The parties shall, within thirty (30) days after the signing of the Collective Agreement, reproduce and distribute sufficient copies of the Collective Agreement to the members of the Bargaining Unit.

26.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and 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.

26.03 Emergency Conditions

A) In the event emergency conditions are such that the Chief Librarian/CEO or

designate determines that it is necessary to close certain locations and/or halt certain library services, the staff shall be so advised and the Employer will continue the employees' wages based on a regular working day for the period involved.

- B) In the event of inclement weather, the Manager may grant an employee's request to leave for home early, report for work late, or remain home and not report for work. Employees who are granted such leave may, in consultation with the Manager, make up lost time in a mutually agreeable manner.

The adjustment for time granted may take one of the following forms:

- i) a charge to vacation earned;
 - ii) an undertaking by the employee to work extra hours at the regular rate to make up lost time;
 - iii) loss of wages.
- C) Nothing in this provision detracts from the expectation that employees will report for their scheduled hours and will call in when unable to report for work.

26.04 Parking Fees

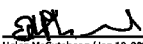
The Employer agrees that employees will not be charged any parking fees to December 31, 2011.


The Union agrees to withdraw its proposal under Article 26.05 providing the Employer agrees to the following:


In the event that parking is no longer available within the proximity to the library, the Employer agrees to discuss alternatives with the Union and the Joint Health & Safety Committee for safe and secure options.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 18 of January 2022, in the City of Cornwall.


FOR THE CORNWALL PUBLIC LIBRARY



Helen McCutcheon (Jan 18, 2022 10:03 EST)



Russell Abraham (Jan 18, 2022 15:56 EST)


Jenn (Jan 18, 2022 17:22 EST)

FOR C.U.P.E. LOCAL 5423


Lisa Brown (Jan 18, 2022 11:28 EST)


Patrick Lefebvre (Jan 19, 2022 00:11 EST)


Tiffany Montroy (Jan 18, 2022 10:40 EST)

APPENDIX "A-1"**Wage Scale - UNION STAFF - 1 January 2021**

2021 Wage Scale - UNION STAFF		2.00%				
		Year 1	Year 2	Year 3	Year 4	Year 5
Page	Per ESA					14.25
Clerk I	JAN - DEC	15.59 1,091.35 28,375.07	15.75 1,102.63 28,668.32	16.24 1,136.54 29,550.09	16.73 1,171.28 30,453.37	17.23 1,206.02 31,356.64
Clerk II	JAN - DEC	18.73 1,311.08 34,087.98	19.31 1,351.61 35,141.81	19.92 1,394.62 36,260.15	20.53 1,436.81 37,356.99	20.87 1,460.80 37,980.68
Clerk III	JAN - DEC	21.05 1,473.20 38,303.28	21.65 1,515.39 39,400.12	21.98 1,538.55 40,002.30	22.35 1,564.19 40,669.01	22.72 1,590.66 41,357.22
Clerk IV	JAN - DEC	22.81 1,596.45 41,507.76	23.48 1,643.60 42,733.64	23.85 1,669.24 43,400.35	24.24 1,696.54 44,110.06	24.63 1,723.84 44,819.78
Clerk V	JAN - DEC	23.60 1,651.87 42,948.71	24.27 1,699.02 44,174.58	24.67 1,727.15 44,905.81	25.09 1,756.10 45,658.54	25.51 1,785.88 46,432.78
Clerk VI	JAN - DEC	24.14 1,689.92 43,938.01	24.71 1,729.63 44,970.33	25.25 1,767.68 45,959.63	25.82 1,807.38 46,991.95	26.40 1,847.91 48,045.78

APPENDIX "A-2"**Wage Scale - UNION STAFF - 1 January 2022**

2022 Wage Scale - UNION STAFF		2.00%				
		Year 1	Year 2	Year 3	Year 4	Year 5
Page	Per ESA					15.00
Clerk I	JAN - DEC	15.90 1,113.18 28,942.58	16.07 1,124.68 29,241.68	16.56 1,159.27 30,141.09	17.07 1,194.71 31,062.43	17.57 1,230.15 31,983.78
Clerk II	JAN - DEC	19.10 1,337.30 34,769.74	19.69 1,378.64 35,844.64	20.32 1,422.51 36,985.35	20.94 1,465.54 38,104.13	21.29 1,490.01 38,740.29
Clerk III	JAN - DEC	21.47 1,502.67 39,069.34	22.08 1,545.70 40,188.12	22.42 1,569.32 40,802.35	22.79 1,595.48 41,482.39	23.18 1,622.48 42,184.36
Clerk IV	JAN - DEC	23.26 1,628.38 42,337.92	23.95 1,676.47 43,588.31	24.32 1,702.63 44,268.35	24.72 1,730.47 44,992.27	25.12 1,758.31 45,716.18
Clerk V	JAN - DEC	24.07 1,684.91 43,807.68	24.76 1,733.00 45,058.08	25.17 1,761.69 45,803.93	25.59 1,791.22 46,571.71	26.02 1,821.59 47,361.43
Clerk VI	JAN - DEC	24.62 1,723.72 44,816.77	25.20 1,764.22 45,869.74	25.76 1,803.03 46,878.83	26.34 1,843.53 47,931.79	26.93 1,884.87 49,006.69

APPENDIX "A-3"**Wage Scale - UNION STAFF - 1 January 2023**

2023 Wage Scale - UNION STAFF		2.00%				
		Year 1	Year 2	Year 3	Year 4	Year 5
Page	Per ESA					15.00
Clerk I	JAN - DEC	16.22 1,135.44 29,521.43	16.39 1,147.17 29,826.52	16.89 1,182.46 30,743.91	17.41 1,218.60 31,683.68	17.92 1,254.75 32,623.45
Clerk II	JAN - DEC	19.49 1,364.04 35,465.14	20.09 1,406.21 36,561.54	20.73 1,450.96 37,725.06	21.36 1,494.85 38,866.21	21.71 1,519.81 39,515.10
Clerk III	JAN - DEC	21.90 1,532.72 39,850.73	22.52 1,576.61 40,991.88	22.87 1,600.71 41,618.39	23.25 1,627.39 42,312.03	23.64 1,654.92 43,028.05
Clerk IV	JAN - DEC	23.73 1,660.95 43,184.68	24.43 1,710.00 44,460.08	24.81 1,736.68 45,153.72	25.22 1,765.08 45,892.11	25.62 1,793.48 46,630.50
Clerk V	JAN - DEC	24.55 1,718.61 44,683.84	25.25 1,767.66 45,959.24	25.67 1,796.92 46,720.00	26.10 1,827.04 47,503.15	26.54 1,858.03 48,308.66
Clerk VI	JAN - DEC	25.12 1,758.20 45,713.11	25.71 1,799.51 46,787.13	26.27 1,839.09 47,816.40	26.86 1,880.40 48,890.43	27.47 1,922.57 49,986.82

APPENDIX "A-4"**Wage Scale - UNION STAFF - 1 January 2024**

2024 Wage Scale - UNION STAFF		2.00%				
		Year 1	Year 2	Year 3	Year 4	Year 5
Page	Per ESA					15.00
Clerk I	JAN - DEC	16.54 1,158.15 30,111.86	16.72 1,170.12 30,423.05	17.23 1,206.11 31,358.79	17.76 1,242.98 32,317.35	18.28 1,279.84 33,275.92
Clerk II	JAN - DEC	19.88 1,391.32 36,174.44	20.49 1,434.34 37,292.77	21.14 1,479.98 38,479.56	21.78 1,524.75 39,643.53	22.15 1,550.21 40,305.40
Clerk III	JAN - DEC	22.33 1,563.37 40,647.75	22.97 1,608.14 41,811.72	23.32 1,632.72 42,450.76	23.71 1,659.93 43,158.28	24.11 1,688.02 43,888.61
Clerk IV	JAN - DEC	24.20 1,694.17 44,048.37	24.92 1,744.20 45,349.28	25.31 1,771.42 46,056.79	25.72 1,800.38 46,809.95	26.13 1,829.35 47,563.11
Clerk V	JAN - DEC	25.04 1,752.98 45,577.51	25.76 1,803.02 46,878.42	26.18 1,832.86 47,654.40	26.62 1,863.58 48,453.21	27.07 1,895.19 49,274.84
Clerk VI	JAN - DEC	25.62 1,793.36 46,627.37	26.22 1,835.50 47,722.87	26.80 1,875.87 48,772.73	27.40 1,918.01 49,868.23	28.01 1,961.02 50,986.56

APPENDIX "B"

DENTAL PLAN SUMMARY

PREVENTATIVE PLAN

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Examinations - includes complete oral examinations once every 3 years and recall oral examinations once every 6 months.

Consultations - with patient (maximum 2 units every 12 months) - or with another dentist.

Radiographs - includes complete series once every 3 years, panoramic films once every 3 years, posterior bitewing radiographs once every 9 months.

Diagnostic Services - includes bacteriologic cultures, biopsy and cytological examinations.

Preventive Services - includes prophylaxis (cleaning) once every 6 months, preventive recall packages once every 6 months, fluoride treatment, oral hygiene instruction and reinstruction once every 6 months, space maintainers, and pit and fissure sealants for permanent molar teeth of children up to and including age 15 (only one replacement sealant per tooth).

Fillings

Endodontic Services - includes root canal therapy, periapical and emergency services

Periodontic Services - includes periodontal surgery, scaling, root planing, and occlusal equilibration (8 units or time every 12 months)

Denture Repairs, Minor Adjustment (after 3 months from insertion), Relining/Rebasing

Surgical Services - includes extractions, surgical incision/excision and frenectomy

Anesthesia

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Limitation on Benefits Provided Outside Ontario

When you incur expenses outside Ontario, Manulife will not pay an amount which is greater than it would pay for such expenses when incurred in Ontario.

Benefits are not payable for:

- Services or supplies not listed under Benefits
- Charges for complete or partial dentures, crowns, bridgework or orthodontic services
- Services or supplies for cosmetic purposes
- Charges for procedures or appliances connected with implants
- Services or supplies related to Temporomandibular Joint problems
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces
- Charges incurred as a result of self-inflicted injury
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate
- Services or supplies covered by any government plan
- Services which commenced prior to your effective date of coverage, or for services completed after termination of coverage.