

# **A G R E E M E N T**

Between:

**THE THUNDER BAY PUBLIC LIBRARY BOARD**

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3120**

Term of Agreement: January 1, 2022 to December 31, 2025

Kd/cope49

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## **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees; and to recognize the value of joint discussion.
- 1.02** It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees covered by this Agreement be drawn up in a collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01** The Union recognizes and acknowledges that the Management of the operation and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority and who has completed the probationary period that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;
  - (d) determine the nature and kind of business conducted by the organization, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Collective Agreement.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 3 - RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3120 as the sole and exclusive collective bargaining agent for all of its employees, save and except employees covered by the collective agreement between the Employer and the Canadian Union of Public Employees and its Local 1803, the CEO, Executive Assistant, Managers, Directors, Pages and students employed during school vacation and those employed less than eighteen (18) hours a week.

Effective on the first day of the third month following the date of ratification of the Memorandum of Settlement by both parties, the Employer will recognize the Canadian Union of Public Employees and its Local 3120 as the sole and exclusive collective bargaining agent for Community Hub Assistant employees employed less than eighteen (18) hours a week.

### **3.02 No Other Agreements**

No employees shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this collective agreement.

### **3.03 Part-Time Employees**

This collective agreement is fully applicable to all part-time employees who come under the scope of the bargaining unit unless as stated otherwise in Article 25.08.

### **3.04 Casual Community Hub Assistant**

The collective agreement is fully applicable to all Casual Community Hub Assistant employees who come under the scope of the bargaining unit. Exceptions and terms and conditions of employment are set out in the Letter of Understanding Re: Casual Community Hub Assistant.

### **3.05 Definitions**

(a) **Permanent Full-Time Employees**

A permanent full-time employee is one who is regularly scheduled to work thirty-five (35) hours per week, as per article 17.01.

(b) **Permanent Part-Time Employees**

A permanent part-time employee is an employee whose regularly scheduled hours of work are thirty (30) hours per week or less.

(c) Casual Community Hub Assistant

A casual Community Hub Assistant is an employee who is employed less than eighteen (18) hours a week.

**ARTICLE 4 - NO DISCRIMINATION**

**4.01** The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee of the Employer in the matter of wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of race, creed, colour, national origin, political or religious affiliation, sexual orientation, sex, age, marital status, family status, handicap, or because of such employee being an officer, steward, committee member or member at large of the Union.

**ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

**5.01 All Employees to be Members**

All present employees of the Employer, falling within the scope of the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.

All new employees falling within the scope of the bargaining unit, shall, as a condition of continued employment, become and remain members in good standing in the Union upon their first day of employment.

**ARTICLE 6 - CHECK-OFF OF UNION DUES**

**6.01 Check-Off Payments**

The Employer shall deduct from the wages of every employee any monthly dues, in accordance with the Union Constitution and By-laws established by the Union and any levies as put forth by the Union. Deductions shall be made each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month accompanied by an updated list of names, addresses and phone numbers from whose wages the deductions have been made. The Employer will provide a copy of the above information to the Local Treasurer or designate, where identified in writing.

Addresses and classifications will be shown for new employees or where there is a change in name, address or classification of any employee the list will include such amendments.

The Employer shall make no deductions from any employees without signed dues authorization from the employee.

In consideration of the deducting of union dues by the Board, the Union agrees to indemnify and save harmless the Board against any claims of liabilities arising or resulting from the operation of this article.

## **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to draw to the attention of all new employees the fact that a Union Agreement is in effect. In addition, the Employer will supply each employee, at the time of hiring, an electronic copy of the current collective agreement and a list of Union representatives provided by the Union.

### **7.02 Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within 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 their responsibilities and obligations to the Employer and the Union.

## **ARTICLE 8 - CORRESPONDENCE**

**8.01** Unless otherwise provided for in this Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the employer and the Recording Secretary of the Union and to the CUPE National Representative. Either party may, by written notice to the other party, delegate another person to receive such correspondence. Correspondence to the Union President and all other Local Officers shall be in electronic version format.

## **ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE**

**9.01** A Labour-Management Committee consisting of three (3) representatives of CUPE Local 3120 and three (3) representatives of the Employer shall meet upon the request of either party.

## **ARTICLE 10 - LABOUR-MANAGEMENT RELATIONS**

### **10.01 Representation**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without written authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its officers and likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.

### **10.02 Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to assist in the settlement of a grievance.

### **10.03 Time Off for Meeting**

Any representative of the Union, who is in the employ of the Employer shall have the right to attend meetings called by the Employer, held within the representative's regularly scheduled working hours without loss of remuneration.

The Union shall have the right to have four (4) employee representatives attend negotiations. Two (2) of these representatives may attend without loss of pay for regularly scheduled hours of work up to but not including conciliation.

### **10.04 Technical Information**

There shall be an exchange of information, at the request of either party to the other on such matters as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans.

### **10.05 Board Documents**

The Union shall be placed on the distribution list for all the regularly scheduled public meetings of the Library Board. The Union shall be provided with copies of all public agendas and supplemental agendas, public attachments, including budget information, and public minutes. Said information shall be made available to the Union at the same time it is made available to the public. The union shall have the right to make representation to the employer, subject to the board's rules of practice which apply to other persons or groups making presentations, scheduled meeting of

the employer on any matters contained therein.

#### **10.06 Copies of Agreement**

Within 10 working days of the signing of the collective agreement, employees will be notified that a copy of the collective agreement is available electronically.

### **ARTICLE 11 - GRIEVANCE PROCEDURE**

#### **11.01 Definition of Grievance**

A grievance shall be defined as any difference between the parties as to the interpretation, application, administration or alleged violation of the Collective Agreement.

#### **11.02 Adjustment of Grievance**

It is the mutual desire of the parties hereto that disputes shall be adjusted as quickly as possible. Therefore, it is understood that no issue shall become the subject of a grievance unless the employee has first attempted to resolve the issue with their Supervisor.

All grievances must be presented within ten (10) working days of the event in question. Grievances relating to applications on internal postings for vacant positions must be presented within five (5) working days of receipt of notification. All grievances must be referenced to a specific clause or clauses of this agreement.

Working days in Article 11 and Article 12 shall be calculated as being Monday to Friday exclusive of Saturday, Sunday and Statutory Holidays. All timelines maybe extended upon written agreement between Management and the Union.

The procedure shall be as follows:

#### **STEP 1**

If the employee and their Director/Manager or designate were unable to resolve the issue within ten (10) working days of the event in question, the aggrieved employee may submit their grievance to a member of the Grievance Committee and the Grievance Committee may within ten (10) working days of the event in question, present a written statement of the particulars of the grievance and the redress sought to the aggrieved employees Director or Manager. The Director or Manager shall give a written decision to the employee and the Union Steward or designate within ten (10) working days of the Step 1 grievance meeting.

## **STEP 2**

Failing satisfactory settlement being reached at Step 1, within five (5) working days after the decision is given at Step 1, the Grievance Committee, in consultation with the aggrieved employee, may present a written statement of the particulars of the grievance and the redress sought to the CEO. The CEO shall give a written decision to the employee and the Union Steward or designate within ten (10) working days of the Step 2 grievance meeting.

Failing satisfactory settlement being reached in Step 2, The Union or the Employer may refer the dispute to Arbitration.

Referral to Arbitration shall be made within twenty (20) working days of receipt of the response at Step 2.

### **Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step 2 above, 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. The parties will share equally the fees and expenses, if any, of the mediator.

### **11.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, concerning this Collective Agreement, or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed with the mutual agreement of the Union and the CEO. Such agreement shall be requested and approved in writing by the parties concerned.

### **11.04 Grievances on Layoffs and Recalls**

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

### **11.05 Replies in Writing**

Replies to grievances shall be in writing at all stages.

### **11.06 Facilities for Grievances**

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

### **11.07 Permission to Leave Work**

In order that the work of the Employer shall not be unreasonably interrupted, no Union Steward or designate shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

### **11.08 Technical Objections to Grievance**

No grievance shall be defeated or denied by any technical objection or by reason of incorrect referencing of clauses in grievances, provided that corrections are made prior to the completion of the step 2 grievance meeting.

### **11.09 Management Grievances**

Any grievance instituted by Management shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and the Union Steward or designate shall meet with Management to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in the grievance procedure, at any time within twenty (20) working days thereafter, but no later.

## **ARTICLE 12 - ARBITRATION**

### **12.01 Composition of Board of Arbitration**

After the grievance procedure has been exhausted, if either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then meet to select an impartial chairman.

### **12.02 Single Arbitrator**

Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator. In such case the parties shall assume the role of the nominees in selecting/agreeing to the Chairperson.

### **12.03 Failure to Appoint**

If the party receiving the notice fails to appoint an appointee or if the two appointees fail to agree upon a chairman within ten (10) working days of their appointment, the

appointment shall be made by the Minister of Labour upon the request of either party.

#### **12.04 Board Procedure**

The Board shall determine its own procedure and in doing so should give full opportunity to all parties to present evidence and make representation. In its attempts at justice, the Board should, as much as possible, follow a layman's procedure and should avoid legalistic or formal procedures. It should hear and determine the difference or allegation, and attempt to give a decision within a reasonable period of time.

#### **12.05 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration 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 dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

#### **12.06 Disagreement on Decision**

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

#### **12.07 Expenses of the Board**

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appointed on its behalf;
- (b) one-half the fees and expenses of the Chairman.

#### **12.08 Amending of Time Limits**

The time limits fixed in the grievance procedure may be extended by mutual consent of the parties in writing prior to the timelines being violated.

#### **12.09 Location of Arbitration Hearings**

All arbitration meetings are to be held in the City of Thunder Bay.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Discharge Procedure**

An employee may be dismissed or suspended, but only for just cause, and only upon the authority of the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward or another designated member of the Union. Such employee and the Union shall be advised promptly in writing by the CEO or designate of the reason for such discharge or suspension.

#### **(a) Discipline**

Where the Employer and/or designate intends to interview an employee for disciplinary purposes, the Employer and/or designate shall notify the employee in advance of the nature of the meeting and of their right to have a Union Steward or designate present. Both parties agree that an employee is considered innocent until proven guilty.

### **13.02 May Omit Grievance Steps**

If any employee who has acquired seniority and who has completed the probationary period believes they have been wrongfully discharged, or suspended the Union may file a written grievance with the CEO within ten (10) calendar days after they have been given notice of discharge. Step 1 of the Grievance Procedure shall be omitted in that case.

### **13.03 Burden of Proof**

In cases of discharge and discipline, the burden of just cause shall rest with the Employer. Warnings and adverse reports issued over the preceding twenty-four (24) months shall be admissible in cases of discharge.

### **13.04 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

### **13.05 Warnings and Adverse Reports**

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such

employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved, with a copy to the President and Union Steward or designate. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The allegations of misconduct or incompetence must be timely and have occurred in the past twenty-four (24) months; undocumented historical allegations cannot be used to form warnings on a personnel file.

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports and shall be removed from the personnel file.

### **13.06 Access to Personnel File**

An employee shall have the right after one (1) days' notice to have access to and review their personnel file, and shall have the right to respond in writing to any document contained therein within five (5) days, such reply shall become part of the permanent record.

### **13.07 Crossing of Legal Picket Line During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of Labour disputes involving the Thunder Bay Public Library Board. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. However, an employee who chooses not to cross the picket line shall not be paid for such time missed.

The Union agrees that so long as this Agreement continues to operate there will be no strike or other collective action which will interfere with the Employer's operations and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the *Labour Relations Act. R.S.O. 1995* and amendments thereto.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority is defined as the length of continuous service as an employee with the Employer.**

Seniority shall operate on a bargaining-unit wide basis. Services shall not be considered broken on account of any leave of absence granted in accordance with the provisions of this agreement. Seniority shall only continue to accumulate for up to six (6) months while an employee is absent from work due to Leave of Absence

Without Pay, Article 22.10.

Employees under this Agreement commencing employment after January 1<sup>st</sup>, 1970, shall date their seniority from the date of their commencement with The Thunder Bay Public Library Board upon the successful completion of their probationary period.

#### **14.02 Seniority List**

The Employer shall maintain a seniority list showing the seniority in days, weeks and months of each member of the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards twice per year once in January and once in July of each year. The Union can request a copy of the seniority list with a reasonable request.

#### **14.03 Probationary Period**

A newly hired employee will be on probation for a period of six (6) months from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary employee shall enjoy all the applicable benefits and rights under this contract, save and except layoff and recall, (Article 16), grievance procedure on dismissal (Article 11) and transfers (Article 15.07).

#### **14.04 Permanent Part-Time Employees**

Permanent part-time employees shall accumulate seniority at the rate of one (1) hour for every hour worked.

#### **14.05 Temporary Employees**

If an employee is absent for any acceptable reason other than vacations or layoff for periods exceeding one (1) month but less than six (6) months, and the employee has indicated they will return to work after their absence, the Board shall fill the vacancy with a qualified temporary employee. Such employee shall not accrue any seniority nor, if the position becomes vacant, shall they have the right to apply for such position until after it is posted and no regular employees have applied.

If such temporary employee is hired as a regular employee, their seniority shall be dated back from the first date of hire and be credited with all hours worked as a temporary employee and shall be fully covered by this collective agreement.

The temporary employee and the Union will be given written notification, before filling the position, of the approximate length of the temporary appointment.

#### **14.06 Seniority on Leave of Absence**

An employee, absent for six (6) months or less on sick leave or authorized leave without pay, shall continue to accumulate seniority.

This provision is exclusive of pregnancy and parental leave which is covered by Article 22.07

#### **14.07 Loss of Seniority**

Subject to Article 11 - Grievance Procedure, and Article 12 - Arbitration, an employee shall cease to be employed by the Employer and their seniority shall terminate when they:

- (a) voluntarily resigns in writing and does not withdraw the resignation within two (2) working days;
- (b) is discharged for just cause and is not reinstated;
- (c) is off the payroll for a continuous period of six (6) months due to lay off for employees with twelve (12) months or less seniority and for continuous period of twelve (12) months due to lay off for employees with more than twelve (12) months seniority;
- (d) fails to report for work within seven (7) working days from the date of notification by e-mail by the Employer following a layoff, unless prevented through sickness. It shall be the responsibility of the employee to keep the Employer informed of their current physical and personal e-mail address;
- (e) fails to return to work upon the termination of authorized leave of absence unless a reason acceptable to the Employer is given;
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Employer in writing;
- (g) is absent from work in excess of five (5) working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.

#### **14.08 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they will continue to accumulate seniority from the date they assume the position which shall be added to their previously accumulated seniority.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall within ten (10) working days, notify the Union electronically, and post notice of the position in the Employer's offices and on all bulletin boards for a minimum of five (5) working days.

Internal Postings shall take place two weeks prior to an employee's last work day, but the Employer shall not be obligated to fill a vacant position or to hire before any accrued time off has expired. The Employer shall endeavour to fill the vacant position within the Bargaining Unit within thirty (30) days from the date the position is posted. The Union recognizes that a temporary absence for six (6) months or less does not create a vacancy for the purposes of this article. The Employer will inform the Union when this cannot be carried out.

The Employer within five (5) business days and prior to employees will email the Union the successful applicant appointed to fill a vacancy.

### **15.02 Information on Postings Within the Bargaining Unit**

Such notice shall contain the following information:

Main location, job title, nature of positions, qualifications, required knowledge and educational skills, hours of work, salary range and general description of duties.

All applications shall be made electronically to the Community Hub Manager, Human Resources, or designate and all internal candidates will receive acknowledgement of the receipt of their application.

### **15.03 Outside Advertising**

The parties agree that vacancies can be posted internally and externally at the same time with the understanding internal applicants will be considered prior to external applicants.

### **15.04 Role of Seniority in Promotions and Transfers**

Both parties agree that the following factors shall be considered in the case of promotions, transfers and in filling other internally posted vacancies:

- (i) Qualifications, including ability, skills, knowledge, education and experience;
- (ii) Seniority.

Therefore, in promotions, (other than promotions to positions outside the bargaining

unit) transfers and in filling other internally posted vacancies, the parties agree that the qualifications in (i) must govern and only where such qualifications of the employees are relatively equal, will factor (ii) govern.

#### **15.05 Trial Period for Promotion**

The successful applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) months is completed. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

#### **15.06 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be emailed to all staff and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring's, layoffs, transfers, recalls, retirements and terminations of employment within the Bargaining Unit.

#### **15.07 Transfers**

A transfer is a change in job within the same classification, from department to department or from building to building. A transfer is a change in a job within the same classification or between classifications with the same regular rate of pay as their present position, with the exception of Article 14.08. A transfer clause will appear on every job posting and it will read:

"Employees wishing to transfer to this position must apply in writing for a transfer within a three (3) day period from the date the position is posted."

Any employee transferring shall have a thirty (30) working day period in which to prove their suitability for the position. If the employee so wishes or if they are found to be unsuitable at the end of the thirty (30) working day period this employee will revert back to their former position without loss of any benefits for said period. The Employer shall first consider the remaining original applicants.

Note: The Employer will update all Job Postings to indicate when the 3 day period starts and ends. I.e. closing date and time based on the time of day the job is posted on a 24 hour basis. New information to be indicated on each job posting for clarity.

## **15.07 (a)**

(i) A permanent employee who bids or bumps into a lower paid classification, or is demoted for disciplinary reasons, will be paid in the lower pay group at the closet step to their rate of pay before the transfer with no change in anniversary date.

(ii) A permanent employee who bids or bumps into a classification in the same pay group as they are currently in shall receive their same rate of pay with no penalty or step reduction nor change in their anniversary date.

## **15.08 Temporary Positions**

Temporary positions shall be considered permanent after one (1) year, unless the temporary position created is to replace an employee off on an approved leave of absence, or unless otherwise mutually agreed. This does not supersede Article 15.01.

## **ARTICLE 16 - LAYOFF AND RECALL**

### **16.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work or the elimination of a bargaining unit position as defined in this Agreement.

### **16.02 Layoff Procedure**

In the event of a proposed layoff or the elimination of a position within the bargaining unit, and prior to the employer issuing layoff notices, the employer shall provide at least thirty (30) calendar days' advance notice to the union. Following such notice, the employer shall meet with the union no later than fifteen (15) days from the notice period to hold redeployment discussions and to allow the union to make presentations or suggestions on the elimination of any and all layoffs proposed. The notice period for employees shall be subject to the Employment Standards Act as amended.

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising this right is qualified and willing to perform the work of the employee with less seniority. The right to bump shall include the right to bump up classifications, provided the employee possess the necessary seniority, skills, ability and qualifications.

Employees must decide whether to accept the lay off or bump within ten (10) working days after the Employer and the Union have presented layoff options to the employee.

**16.03** When an employee exercises their rights under Article 16.02, they shall be paid the rate closest to their present rate in the new salary scale. If they revert to their former classification within one year, they shall receive the remuneration paid to them prior to their acceptance of the lower classification.

**16.04** Employees who are laid off shall be recalled in order of seniority provided that the senior employee is able to perform adequately the major tasks of the vacant position within fifteen (15) working days. Employees on layoff shall not be required to accept recall to a position other than a position from which they were laid off. Laid off employees shall be maintained on the Employer's recall list for a period of six (6) months if they have twelve (12) months or less seniority and for a period of twelve (12) months if they have more than twelve (12) months of seniority.

**16.05 Advance Notice of Layoff**

The Employer shall notify employees who are laid off, as per the Employment Standards Act subject to amendments. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

**16.06 Recall Rights**

An employee on layoff shall not lose their recall rights if, when recalled for a period of six (6) months or less, they refuse to return to work.

**16.07 Continuation of Benefits**

The Employer agrees to continue paying the premiums of the following plans for employees on lay off for up to four (4) months:

- (a) Sunlife Extended Health Care benefits, on the basis of \$10.00/\$20.00 deductible;
- (b) Sunlife Private Hospital Care;
- (c) Sunlife Preventative Dental Care benefits. Effective January 1, 1999 the current year's ODA will apply;
- (d) Sunlife Vision Care - \$400.00 per person every twenty-four (24) months toward a pair of glasses and or contact lens.

**16.08 No New Employees**

No new employees shall be hired within the bargaining unit until those on layoff have been given an opportunity for re-employment with the Employer.

## **16.09 Regular Employee**

The Employer agrees that during the term of this Agreement, no regular employee within the bargaining unit shall be laid off for reason of their duties being performed by one or more part-time employee (s), temporary employee (s), student placement's or volunteer's.

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 Standard Daily and Weekly Hours**

The regular work week shall consist of five (5) seven (7) hour days from Monday to Sunday inclusive, for a total of thirty-five (35) hours per week save and except for regular part-time employees. The regular work day for direct public service employees shall not commence before 9:00 a.m. nor finish later than 9:00 p.m., nor shall they be scheduled to work more than two (2) nights a week unless mutually agreed upon. Except in emergency cases, direct public service employees shall be scheduled to work no more than one (1) Saturday or Sunday every third weekend, unless agreed by both parties.

Employees who work a seven (7) hour day will be provided a one (1) hour unpaid meal break. Part-time employees scheduled to work less than seven (7) hours in a day will be provided an unpaid meal break in accordance with the Employment Standards Act.

The hours of work for custodial staff shall be from 8:00 a.m. to 4:00 p.m.

These custodial and maintenance hours are subject to change as the CEO or their designate deems necessary.

Any extra hours of work for employees who work thirty (30) hours or less will be distributed by seniority on a rotational basis.

### **17.02 Paid Rest Period**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes, plus travelling time, in both the first half and the second half of a shift in an area made available by the Employer.

## **ARTICLE 18 - OVERTIME**

### **18.01 Overtime Defined**

Overtime shall be all time worked at the Employer's request before or after the

regular work day and the regular work week, or on a holiday. All overtime, shall be on a voluntary basis and offered by seniority on a rotational basis within the department. Time spent at a conference, convention, workshop, seminar or similar training course shall not apply under this section, nor shall travel time to attend.

**18.02 Authorization of Overtime**

Overtime shall be authorized by the CEO or designate for a time period of not less than one-half (½) hour in excess of an employee's regular scheduled daily hours or week of work. Overtime must be authorized prior to it being worked except in exceptional or emergency situations.

It is assumed the above overtime will be on an irregular basis.

**18.03 Overtime Before and After Scheduled Hours**

Overtime before and after scheduled daily hours shall be at the rate of time and one-half for the first three (3) hours and double time after three (3) hours.

**18.04 Overtime Before and After Weekly Scheduled Hours**

Overtime worked after the regular scheduled weekly hours shall be paid for at the rate of time and one-half for the first three (3) hours and double time for all hours after, provided these are worked on the same day.

**18.05 Overtime on Public Holidays**

All authorized overtime work performed on Paid Holidays (as per Article 19.01) shall be paid for at the rate of double time.

**18.06 Payment for Meals**

An employee required to work three (3) hours or more overtime before or after their regularly daily scheduled hours shall be provided with an allowance of eight (\$8.00) dollars by the Employer.

**18.07 No Layoff to Compensate for Overtime**

An employee shall not be required by the Employer to lay-off during regular hours of work to equalize any overtime worked.

**18.08 No Overtime During Layoffs**

There shall be no overtime worked in any operation while there are employees on layoff able and readily available to perform the required work.

**18.09 Call-back Pay Guarantee**

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates. This call-back pay guarantee shall not apply if the employee is called back to work within one (1) hour of the commencement of their scheduled shift. In this case, the employee will be paid the appropriate overtime rate for the time worked in excess of their regular scheduled daily hours.

**18.10 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to a maximum of ten (10) working days which may be taken off consecutively at a time mutually agreed upon by the employee and their Supervisor. Time off in lieu of overtime must be taken in the calendar year in which it is earned. Unless otherwise authorized by the CEO, any banked time off in lieu of overtime left on December 31 of any year must be taken or paid out by January 31 of the following year.

**ARTICLE 19 - HOLIDAYS**

**19.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- |                |   |
|----------------|---|
| New Year's Day | Labour Day                                |
| Family Day     | Thanksgiving Day                          |
| Good Friday    | Remembrance Day                           |
| Easter Monday  | Christmas Day                             |
| Victoria Day   | Boxing Day                                |
| Canada Day     | One Floating Holiday                      |
| Civic Holiday  | National Day for Truth and Reconciliation |

One personal day with advance notice, where possible.

The Thunder Bay Public Library shall close at 1:00 p.m. on Christmas Eve and at 5:00 p.m. on New Year's Eve.

Employees shall work one (4) four hour shift as scheduled at straight time during one or the other of these days.

The Employer shall close the Thunder Bay Public Library on any day proclaimed a holiday by the Federal, Provincial or Municipal Government.

**19.02 Holidays Falling on Sunday**

When any of the holidays in Clause 19.01 fall on a Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement. When Christmas Day falls on a Sunday, the following Tuesday shall be deemed to be Boxing Day.

**19.03 Holidays Falling on Scheduled Day Off**

When any of the holidays in Clause 19.01 fall on an employee's scheduled day off the employee shall receive an extra day's regular pay for the holiday or another day off with pay at a time mutually agreed upon by the employee and their supervisor.

**19.04 Working Day Before and After**

To be eligible for holiday pay an employee must work their full work day immediately preceding such holiday and their full work day immediately following such holiday, unless absent through illness or with the permission of the immediate Supervisor outside the bargaining unit, and is on active payroll of the Employer and not on Weekly Indemnity, Long Term Disability, WSIB or on a layoff.

**ARTICLE 20 - VACATIONS**

**20.01 Length of Vacation**

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year	1 1/4 days for each month
One year or more	3 weeks
Five years or more	4 weeks
Fifteen years or more	5 weeks
Twenty five years or more	6 weeks

In addition to the vacation shown above, an employee in their twenty-sixth (26<sup>th</sup>) year of service will receive one (1) day of vacation for every year of service beyond twenty-five years, to a maximum of seven (7) weeks.

The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

New employees shall be eligible for vacation after the third (3<sup>rd</sup>) month of employment. The number of days with which they will be credited shall be prorated from the date of hiring.

**NOTE:** The above noted changes will not result in a decrease in annual vacations provided to current staff.

**20.02 Paid Holidays During Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and their supervisor.

**20.03 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in an unbroken period.

**20.04 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave (supported by a doctor's certificate), bereavement, or any other approved leave as set out under this Agreement, during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon by the employee and their supervisor.

**20.05 Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation.

**20.06 Preference in Vacations**

Vacations shall be granted on the basis of seniority.

**20.07 Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to vacation period.

**20.08 Deferred Vacations**

Employees should take their vacation in the vacation year in which it is earned. However, up to two (2) weeks' vacation may be saved and taken in the following year with the approval of the CEO or their designate.

**20.09 Vacation Pay - Regular Part-time Employees**

Regular part-time employees shall have their vacation pay calculated as the average weekly pay over the previous six (6) months.

## **ARTICLE 21 - SICK LEAVE**

### **21.01 Casual Sick Leave**

Employees shall be entitled to twelve (12) days per calendar year for casual sick leave. If an employee has not used all these casual sick leave credits in the year in which they are credited, the unused portion, up to a maximum of twelve (12) days, may be transferred to the following year. Transferred casual sick leave credits shall be utilized before casual sick leave credits, for which the employee is eligible in the current year, are utilized. Transferred credits may be carried over to following or subsequent years to a maximum of two (2) years. Employees shall be given credit for casual sick leave and transferred credits on January 1 of each year. If an employee leaves before the end of the year, they shall be entitled to casual sick leave used in that year on a pro-rate basis. Transferred credits may be applied to cover any deficiencies. If an employee has taken more casual sick leave than that for which they were eligible (including transferred credits) such excess shall be deducted over a reasonable number of pay periods.

New employees shall be eligible for casual sick leave after their first month of employment. The number of days for which they will be credited shall be pro-rated to the end of the year, starting with the fourth month of their employment.

Qualifying days for Weekly Indemnity will not be deducted from casual sick leave for the first absence in any one year but will be deducted for the second and any subsequent absence(s) in the same year.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Leave of Absence for Union Functions**

Upon request to the Employer, and with reasonable notice, an employee elected or appointed to represent the Union, shall be allowed leave of absence with pay and without loss of benefits or seniority, to a maximum of twenty-five (25) days annually. Union leave shall also include: attending union training or as delegates at conferences/conventions; or other union business in connection with the administration of the Collective Agreement. Union leave will also include any bargaining unit member elected or selected to a position within CUPE's Provincial and or National structure. The salary and benefits of an employee on Union leave will continue uninterrupted during their absence. Such wages and benefit costs shall be reimbursed by the Union upon the employees return.

### **22.02 Leave of Absence for National or Provincial Library Organization**

At the request of the employee, the Employer may allow employees to attend conferences, conventions and workshops related to Library Organizations and

Library oriented programs with pay and without loss of seniority.

Any person attending such a function on their regularly scheduled days off shall be compensated with equal time off within a week of attending or at a time mutually agreed upon with their supervisor.

### **22.03 Paid Bereavement Leave**

a) In the event of death in the immediate family, an employee shall be allowed up to five (5) regularly scheduled days of work without loss of pay for the purpose of arranging and/or attending a funeral. The immediate family of an employee means:

- Spouse or common-law spouse
- Child or step-child
- Parents or step-parents
- Brother or sister
- Parent-in-law
- Brother or sister-in-law
- Grandparents
- Grandchildren
- Son or daughter-in-law
- Fiancé
- Legal guardian
- Any relative residing in the same household

In the event that an employee must travel outside of Thunder Bay to attend a funeral for any of the above family members, a maximum of five (5) days of actual travelling time will be allowed without loss of pay.

b) In the event of death of the following, an employee shall be allowed up to one (1) working day off without loss of pay for the purpose of arranging and/or attending a funeral:

- Aunt, uncle
- Niece, nephew
- Grandparents in law
- To act as a pallbearer or flower bearer

c) In the case of part-time employees, the time off with pay shall only be those hours during such time that the employees in question would normally have been scheduled to work.

- d) An employee may opt to use one (1) day of the allowed five (5) days for the purpose of estate finalizing. Such date shall be at the employee's discretion.

**22.04 Pallbearer's Leave**

Four (4) hours shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

**22.05 Mourner's Leave**

The CEO or designate may authorize leave to attend a funeral without loss of salary or wages to attend as a mourner.

**22.06 Medical Care Leave**

Employees shall be allowed up to twenty-four (24) hours per annum paid leave of absence in order to engage in personal emergencies or family preventative medical and dental care. For the purposes of this clause family shall mean spouse, children and parent.

Employees may be required to show proof of such dental or medical care.

**22.07 a) Pregnancy Leave**

**(i) Service Requirements**

An employee who started employment with the Board at least thirteen weeks before the expected date of birth shall qualify for pregnancy leave in accordance with the Employment Standards Act, 2000, c.41, s.46 (1).

**(ii) Length of Pregnancy Leave**

Pregnancy leave shall be granted in accordance with the Employment Standards Act.

**Supplemental Employment Benefits – Pregnancy Leave**

An employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to the Employment Insurance Act (Canada), shall be paid a supplemental employment benefit. The benefit will be the equivalent to the difference between seventy-five (75%) of the employee's regular weekly earnings and the maximum rate of weekly benefits payable pursuant to the Employment Insurance Act (Canada).

Such payment shall commence following the completion of the employment insurance waiting period and shall continue for a maximum of 15 weeks provided

that the employee is in receipt of Employment Insurance benefits. The employee's regular weekly earnings shall be determined based on their regular weekly earnings (not including pay for overtime) on their last day worked prior to the commencement of the leave.

In order to be eligible for the top-up under this Article, the employee must provide the employer with proof of receipt of employment insurance benefits pursuant to the Employment Insurance Act (Canada) and the amount of the employment insurance benefit they are receiving.

Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 75% of the employee's actual regular weekly earnings that they received on the last day worked prior to the start of the leave and the employee's maximum employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

#### **b) Parental/Adoption Leave**

##### **(i) Service Requirements**

An employee who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave without pay in accordance with the Employment Standards Act.

##### **(ii) Length of Parental/Adoption Leave**

Parental leave shall cover a period of up to a maximum of sixty-one (61) weeks if the employee also took pregnancy leave, or up to a maximum of sixty-three (63) weeks if the employee did not take pregnancy leave, in accordance with the Employment Standards Act.

#### **Supplemental Employment Benefits – Parental/Adoption Leave**

An employee who is on Parental/Adoption leave as provided under this Agreement, who is in receipt of Employment Insurance Parental/Adoption Benefits pursuant to the Employment Insurance Act (Canada), shall be paid a supplemental employment benefit. The benefit will be the equivalent to the difference between seventy-five (75%) of their regular weekly earnings and the maximum rate of weekly benefits payable pursuant to the Employment Insurance Act (Canada).

Such payment shall only be made to the employee in receipt of Employment Insurance benefits and will commence following the completion of the employment insurance waiting period, where applicable. Employees will continue to receive payment to a maximum of thirty-five (35) weeks for those employees that access

pregnancy leave and a maximum of thirty-seven (37) weeks for those employees that did not access pregnancy leave. The employee's regular weekly earnings shall be determined based on their regular weekly earnings (not including pay for overtime) on their last day worked prior to the commencement of the leave.

In order to be eligible for the top-up under this Article, the employee must provide the employer with proof that they are in receipt of employment insurance benefits pursuant to the Employment Insurance Act (Canada) and the amount of the employment insurance benefit they are receiving.

Notwithstanding anything to the contrary above, in no event will the top-up exceed the difference between 75% of the employee's actual regular weekly earnings that the employee received on the last day worked prior to the start of the leave and the employee's maximum employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (Canada).

#### **22.07 c) Seniority During Pregnancy and Parental/Adoption Leave**

While on Pregnancy or Parental/Adoption Leave an employee shall retain their full employment status and continue to accumulate seniority, vacation and sick leave credits under this collective agreement.

#### **d) Paid Employee Benefits**

In accordance with the Employment Standards Act, during the period of Pregnancy and Parental/Adoption leave the Employer shall continue to pay its portion of hospital, medical, dental, group life insurance and pension benefits under this agreement.

#### **22.08 Paid Jury Leave**

The Employer shall grant leave of absence, without loss of pay or seniority benefits, to an employee who serves 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.

#### **22.09 Leave of Absence Without Pay**

An employee may apply for a leave of absence without pay and without payment of benefits by making written application to the CEO. During such a leave, an employee shall be allowed to continue enrolment in the Employer's benefit plan at their own expense. The CEO shall consider such request and indicate, in writing, whether it is granted or denied, with rationale.

## **22.10 Quarantine**

Time lost by an employee as a result of being quarantined by the Medical Officer of Health or designate, in accordance with the applicable legislation, shall be treated as a leave of absence with pay for the duration of the quarantine.

## **ARTICLE 23 - PAY AND ALLOWANCES**

### **23.01 Pay Days**

The Employer shall pay salaries and wages every second Friday in accordance with Wage Schedule attached hereto and forming part of this Agreement. If a paid holiday falls on a Friday which is designated as a pay day, the pay day shall be the preceding day.

### **23.02 Annual Increments**

Where annual increments apply, they shall be given to the employee on the anniversary month of the commencement of their employment with the Board or the anniversary month of any change in employment status.

### **23.03 Increments - Part-time Employees**

Where a part-time employee is accepted as a full-time employee in the same position without a break in service, and where annual increments apply, the employee shall be eligible to be moved to the next increment on the full-time employee wage scale when an equivalent of 1820 hours or more has been reached from the beginning of their employment with the Employer, and such date shall become their anniversary date for the purposes of any subsequent annual increases pursuant to Article 23.02.

Where a full-time employee is accepted as a part-time employee in the same position without a break in service, the employee shall be eligible to be moved to the next increment on the part-time employee wage scale one time only on the anniversary month of the commencement of their full-time employment with the Board, and thereafter upon completion of 1820 hours of work pursuant to Article 23.03.

### **23.04 Mileage Allowance**

The mileage rate paid to an employee, using their own automobile for the Employer's business, shall be the rate of the City of Thunder Bay, effective the date of the announcement by the City. If the employee drives their automobile on the Employer's business more than the minimum amount allowed by their insurance carrier, the Employer shall pay the difference between business and pleasure

insurance rates.

### **23.05 Rate of Pay on Promotion**

On promotion an employee shall advance to the base rate of the new classification unless that rate is lower than their present rate. In that instance the employee shall advance to the rate closest to their present rate and which is greater than their present rate. If such increase is less than a full increment, the employee shall not change their annual date of salary increment. If such increase is greater than a full increment in their former range, then the employee's annual date of increment shall be the new date of promotion. If the change is to a lower classification, the employee's present increment date shall remain unchanged.

### **23.06 Pay on Relieving Outside the Bargaining Unit**

When a position outside the bargaining unit is vacant on a temporary basis within the system, the Librarian or designate shall assign the responsibilities within the Branch. The pay when these responsibilities are assumed shall be seven (7%) of the Librarian II, step 2 hourly rate for the whole period involved when the responsibilities have been assumed. An employee relieving under this clause shall be considered to be a member of the bargaining unit and covered by this Agreement.

When an employee, on filling a position on a temporary basis, is appointed permanently to such position, the effective date of promotion shall be from when the position was first filled on a temporary basis.

When an employee is temporarily assigned to a position paying a lower rate, their present pay shall not be reduced.

### **23.07 Professional Integrity**

No employee handling and storing cash register monies and petty cash shall not be responsible for any shortages except in the case of criminal negligence.

No employee will be disciplined for necessary actions because of their reasonable professional judgement in the absence of written policy or in the absence of authorization from their superior.

### **23.08 Language Bonus**

An employee required to perform any of their duties in a language other than English and French, at least twenty (20%) of their time, shall receive a bonus of seven (7%) of their annual salary.

### **23.09 Cost of Living Adjustment**

Effective January 1, 1982, for 1982, and effective January 1, 1983, for 1983, the Employer agrees to increase the wage schedule in the Agreement by one percent (1%) of the mid-point of each salary range for each one percent (1%) increase in the All-Items column of the Consumer Price Index (CPI) for Thunder Bay.

The base for calculation shall be the CPI figure for December 31, 1982 in Thunder Bay for 1983. The adjustment shall be made in the first pay period following the release of the figure for December 1983, effective January 1<sup>st</sup>, 1984.

In the event that Statistics Canada ceases to publish the CPI for Canada in its present form, or if changes are made in the calculation of the Index, the provisions of this Article shall be subject to negotiation and any settlement shall be retroactive to the date the present provision ceases to apply. Should no agreement be reached, then the grievance and arbitration procedures in this Collective Agreement shall be used to resolve the dispute.

This Article will be inoperable in 1982 and 1983 and 1984 and 1985 and 1986 and 1987 and 1988 and 1989 and 1990 and 1991 and 1992 and 1993 and 1994 and 1995 and 1996 and 1997 and 1998 and 1999 and 2000 and 2001 and 2002 and 2003 and 2004 and 2005 and 2006, and 2007, and 2008, and 2009, and 2010, and 2011, and 2012, 2013 and 2014, 2015, 2016, 2017, 2018 commencing January 1, 2016, any cost of living adjustment that would have been generated by this clause in the previous years shall not be made retroactive and shall not be "folded in" to the wage rate to be effective 2016, 2017, 2018.

### **23.10 Severance Pay**

An employee shall be given such notice as is required under the Employment Standards Act and severance pay on the basis of the greater of one (1) month's salary of the employee's present position or the applicable amount required under the Employment Standards Act if the Employer:

- (a) ceases wholly or partly the operation;
- (b) changes operating methods;  
and the Employer is unable to provide work for an employee in a comparable position.

## **ARTICLE 24 - JOB CLASSIFICATION AND RE-CLASSIFICATION**

### **24.01 Job Descriptions**

The Employer shall draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to

the Union in writing and shall become the recognized job description unless the Union presents written objection within thirty (30) days, subject to the grievance procedure.

#### **24.02 No Elimination of Present Classifications**

Existing classifications shall not be eliminated without prior agreement with the Union. This Article is not intended to be interpreted as providing job security to sole incumbents of classifications.

#### **24.03 Change in Classification**

If, following the introduction of Job Descriptions, the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, the position will be referred to the Job Evaluation Committee for evaluation. If the Job Evaluation Committee is unable to reach consensus on an evaluation for the position and/or the parties are unable to agree on a rate of pay for the job in question, the negotiation between the parties and job evaluation process shall be considered as Step One (1) of the Grievance Procedure. The new rate shall become retroactive to the time of the employee's request for a change in status.

#### **24.04 Job Evaluation Terms of Reference**

The signed Job Evaluation Terms of Reference will form part of this Collective Agreement. Any amendments throughout the term of the agreement must be agreed to in writing by the parties. See Appendix "A".

### **ARTICLE 25 - EMPLOYEE BENEFITS**

#### **25.01 Pension Plans**

In addition to the Canada Pension Plan, every permanent employee shall join the Ontario Municipal Employee's Retirement Scheme. The Employer and employees shall make contributions in accordance with the provisions of the Plan.

#### **25.02 Hospital and Medical Insurance**

The Employer shall pay the premiums of the following plans:

- (a) Sunlife Extended Health Care benefits, on the basis of \$10.00/\$20.00 deductible, including chiropractic, massage therapy, naturopathy, acupuncture, speech therapy, physiotherapy, psychologist coverage to \$500.00 per year; per practitioner

- (b) Sunlife Private Hospital Care
- (c) Sunlife Private Duty Nursing - \$25,000
- (d) Sunlife Preventative Dental Care Benefits. Effective January 1, 1999 the current year's ODA rates will apply with a nine (9) month recall at 100%
- (e) Sunlife Dental Comprehensive 100% every 3 years
- (f) Orthodontics - \$1,600 per year; \$5,000 lifetime maximum  
50% co-insurance children under 19 years
- (g) Dentures – 50% coverage per person
- (h) Major restorative e.g. crowns & bridges – 50% coverage to a maximum of \$3,000 per year
- (i) Sunlife Vision Care - 400.00 per person every twenty-four (24) months towards a pair of glasses and or contact lens
- (j) Out of Country Coverage; 60 days per trip; Emergency \$3,000,000 per year, \$50,000 for a referral
- (k) Orthotics/shoes coverage to a maximum of \$450.00 every two (2) years
- (l) Eye Exams that are not covered by the Ontario government to a maximum that is usual and customary.
- (m) Hearing Aids - \$1,600.00/36 months

In case of illness the Employer's contribution will be paid to the above plans to a maximum of six (6) months. Thereafter, the employee may pay full premiums through the Employer.

The Union agrees that the Employer shall have the discretion to substitute a different insurance carrier as long as equivalent or better coverage is maintained and proof of such coverage is supplied to the Union.

### **25.03 Early Retiree Benefits**

The Employer will provide an Employee, under the most current OMERS qualifying service provision, who retires with a reduced or unreduced early retirement pension, Private Hospital Care and Extended Health Care and Dental Benefits. The Benefits will be equivalent to and on the same basis as is provided to active employees as covered in Article 25.02 with the exception of the following services: Orthodontics, Naturopath

Services, Acupuncture Services, Private duty nursing, Major dental. All other benefits remain included except the capped amount for out of country travel which will be \$50,000. The early retire benefit costs will be co-paid 50% by the Employer and 50% by the Early Retiree Employee. These benefits shall also apply to the eligible dependents of an early retiree. Dependents shall be defined as a spouse, including same sex partner, a child attending a full-time educational institution up to the age of 25; or a dependent child who is incapable of self-support due to a physical and or mental disability up to the age of 21.

These benefits will continue from the date of retirement and will cease in accordance with the conditions listed below:

- a) resigns (48 hour reconsideration period); or
- b) is terminated or discharged; subject to reinstatement through the grievance process outlined in the Collective Agreement; or
- c) is 65 years of age; subject to any applicable legislative changes in the age of retirement
- d) having reached at least age sixty-five (65), can no longer contribute to the OMERS pension plan.

Coverage will cease and/or will not be provided as soon as any one of the listed conditions applies.

Effective date Jan 1, 2015

Active Employees as of the effective date above will be eligible for early retiree benefits if the benefit process has not been completed when they retire.

#### **25.04 Life Insurance Plan**

The Employer shall pay the full cost of the premium for a group life insurance and accidental death and dismemberment plan of two (2) times the employee's salary to a maximum of \$250,000.00.

#### **25.05 Long Term Disability Benefit Plan**

The Employer shall pay the full cost of the premium for all employees for a long term disability plan, which shall provide coverage for seventy-five percent (75%) of the monthly earnings to a maximum monthly benefit of three thousand one hundred dollars (\$3,100.00) to age sixty-five (65).

**25.06 Weekly Indemnity**

The Employer shall pay the full cost of the premium for all employees for a Weekly Indemnity Plan which shall provide coverage for seventy-five percent (75%) of present weekly salary to the maximum of \$750.00.

**Qualifying Period**

Injury/Accident	1 <sup>st</sup> day
Illness	5 <sup>th</sup> day
Hospital	5 <sup>th</sup> day

**25.07 Worker's Compensation Pay Supplement**

All employees shall be covered by the Worker's Safety and Insurance Act. An employee, prevented from performing their regular work on account of an occupational accident, which is covered by the Worker's Safety and Insurance Act, shall continue to receive their pay after taxes from the Employer for a period of twenty-four (24) months unless the employee accepts employment elsewhere. The Employer shall receive directly any monies payable to the employee from the Worker's Safety and Insurance Board for that period.

In the event an employee's claim is disallowed by the Worker's Safety and Insurance Board, the employee shall repay to the Employer all monies paid under this section. The employee may then be eligible to claim under the Weekly Indemnity Benefit Plan.

Effective January 1, 1999, the pay after taxes continued by the employer shall i) be reduced by five percent (5%) to correspond with the reduction in compensation provided by the Workplace Health & Safety Agency and ii) not cover any reductions or suspensions in compensation benefits imposed by the Workplace Safety & Insurance Agency resulting from any employee's failure to cooperate as provided by the Workplace Health & Safety Act.

**25.08 Regular Part-time Employees**

Article 25.05 shall not apply to part-time employees working less than thirty (30) hours per week. All other benefits are to be pro-rated, based on the number of regularly scheduled hours of work, per week for part-time staff.

**25.09 Physical Fitness Benefit**

The Employer will pay up to one hundred and twenty dollars (\$120.00) per calendar year upon proof of payment toward the cost of a gym membership, sports league, fitness classes, and or fitness equipment that encourages employee's physical movement in order to promote the Employee's wellness in

the workplace. Excluded items include but not limited to clothing and foot apparel.

## **25.10 Modified / Return to Work Accommodation Procedure**

### **Purpose:**

The purpose of this procedure is to outline the process of arranging for modified work for an employee who is returning to work following an illness, injury or accident. The return to work discussion helps to facilitate the return to work between the employer, the worker, the supervisor and union representative. It provides direction on the type of information that is required when planning for a worker's return to work. This includes information related to the worker's recovery, their functional abilities and accommodations required to remove barriers to return to work. Early and ongoing contact between the employer, the worker, the supervisor and union representative is important as it provides an opportunity to establish communication and to share information. Ideally, contact should begin as soon as possible following an illness, injury or accident. However it is important to keep in mind that the timing of the contact will vary depending on the individual worker's case. All information shared between the employer, the worker, the supervisor and union representative related to this process shall remain confidential.

### **Procedure:**

1. At least one week before a worker's expected return to work date, the worker must contact the Director and their supervisor to initiate the return to work plan.
2. The Director, or supervisor if the Director is not available, will coordinate a meeting with the worker, the supervisor, the union representative and Director to draft the return to work plan. The meeting will be confirmed in writing.
3. All relevant documents from the worker's medical practitioners related to restrictions and precautions will be reviewed at this meeting, and the return to work plan will be drafted.
4. The return to work plan is a written document that lays out the steps to be taken to help a worker return to suitable, safe, and available work. It is an individualized plan developed collaboratively by the worker, the supervisor and Director. The return to work plan can be used for both work-related and non-work-related illnesses, injuries and accidents. Part of the plan may include bundling tasks, alternate work, a temporary transfer to a different work unit or branch, and must involve useful and meaningful work.

5. After the plan had been drafted a copy will be provided to the worker by the Director of People. The Director will keep the original in a secure, confidential file.
6. The worker's return to work progress shall be reviewed weekly. The Director shall coordinate these meetings. The worker, supervisor, union representative and Director shall determine the ongoing frequency of these meetings. Because recovery varies by individual, return to work plans are not time-limited, and will be subject to ongoing review.
7. In the event the worker can return to full duties, the worker will provide a "Fit to Return" note from their medical practitioner.
8. When the return to work plan is completed, the worker and the Director will sign off on the plan.

## **ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES**

### **26.01 Technological Change**

The Union recognizes and acknowledges the right of the Employer to make technological and organizational changes. An employee who is affected by such change and for whom an already existing position is available shall, at the expense of the Employer, be given a maximum of nine (9) months to perfect or acquire the skills necessitated by such change and shall not be subject to termination during the nine (9) month period. There shall be no reduction in salary rates or wages during the nine (9) month period, and no reduction of pay upon completion of the nine (9) month period. This clause applies only to positions within the bargaining unit.

Upon expiry of the nine (9) month period, if the employee has not been able to acquire the skills necessitated by the change, they may be terminated by the Employer, which shall be considered just cause and in which case severance pay shall be payable as follows:

Up to five (5) years of continuous service	Severance as designated under the Employment Standards Act.
Greater than five (5) years Continuous service	1 week of pay at the regular of straight time hourly rate for each full year of continuous service to a maximum of twenty-five (25) weeks.

An employee for whom there is no existing position shall be entitled to severance pay as outlined in this Clause upon layoff.

#### **26.02 Exercise of Seniority Rights**

An employee coming within the scope of Article 26.01 shall forego the nine (9) month training period and entitlement to severance pay if the employee elects to exercise their bumping rights in accordance with the relevant provisions of this collective agreement.

Such election may only be made during the first thirty (30) working days of the training period. Similarly an employee for whom an already existing position is not available may exercise their bumping rights in accordance with the relevant provision of this Collective Agreement. Such exercise may only be made within five (5) working days of being notified in writing of their forthcoming layoff. The bumping right under this article may be exercised only once. An employee who does exercise such bumping rights shall also forego their entitlement to severance pay in accordance with Article 26.01.

### **ARTICLE 27 - JOB SECURITY**

#### **27.01 Restrictions on Contracting Out**

The Employer agrees that it will not contract out any work now being performed by members of the bargaining unit if such contracting out would cause an employee to be laid off or if it would cause the salary or regular working hours of an employee to be reduced.

### **ARTICLE 28 - UNIFORM, CLOTHING AND TOOL ALLOWANCES**

#### **28.01 Supply of Work Clothing**

The Employer shall provide Custodial and Maintenance staff with up to three hundred and fifty dollars (\$350.00) per year, plus applicable taxes for the purchase of work clothing which shall include;

Work pants

Work shirts

Jackets – summer and winter

Green patch work boots

The Employer shall provide part-time cleaners with up to two hundred and fifty dollars (\$250.00) dollars per year, plus applicable taxes, for the purchase of work clothing which shall include;

Work slacks  
Work smocks  
Appropriate work shoes with non-skid soles

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.01 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.

## **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

### **30.01 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

### **30.02 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer;
- (b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;
- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers;
- (e) No employee shall suffer a loss of employment as a result of a merger;
- (f) Preference in location of employment shall be on the basis of seniority.

**ARTICLE 31 - TERM OF AGREEMENT**

**31.01 Duration**

This Agreement shall be effective from the 1<sup>st</sup> day of January 2022 and shall continue in force until 31<sup>st</sup> day of December 2025 and thereafter from year to year unless notice in writing is given by either party to the other of its desire to change or modify it, no less than thirty (30) days and no more than ninety (90) days prior to the 31<sup>st</sup> day of December, 2025 or to the 31<sup>st</sup> day of December in any subsequent year.

**31.02 Retroactive Pay for Terminated Employees**

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages or salaries.

**31.03 Retro-activity**

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

Dated in Thunder Bay this 24<sup>th</sup> day of October, 2022.

Signed on behalf of the Canadian Union  
of Public Employees and its Local 3120:

Signed on behalf of the Thunder Bay  
Public Library Board:

[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE THUNDER BAY PUBLIC LIBRARY BOARD**

**AND CUPE LOCAL 3120**

**Re: Floater Days**

The Employer agrees to provide full-time employees with two (2) floats per year for each year of the agreement encompassing the period of January 1, 2022 to December 31, 2025 to be scheduled as agreed upon between the employee and their supervisor and subject to operational needs. The employee will only be replaced for up to half of this time off, (i.e. up to 3.5 hours).

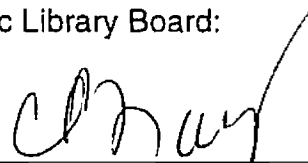
Dated in Thunder Bay, Ontario this 24<sup>th</sup> day of October, 2022.

**Originally signed on March 10, 2015**

Signed on behalf of the Canadian Union  
of Public Employees and its Local 3120:

Signed on behalf of the Thunder Bay  
Public Library Board:

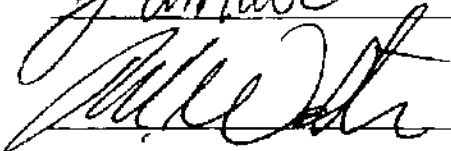












# **LETTER OF UNDERSTANDING**

## **BETWEEN**

### **THE THUNDER BAY PUBLIC LIBRARY BOARD**

### **AND CUPE LOCAL 3120**

#### **Re: Temporary Employees**

The parties agree the following terms will apply to temporary employees:

1. **Definition – temporary employees are defined as employees hired:**
  - A) to carry out the duties of a vacant position on a temporary basis, or
  - B) into positions created for a specific job, task or project.

Temporary employees will cease to be employed when the vacancy ends, or the specific job, task or project for which they were hired has been completed. The termination of a temporary employee at the end of their temporary assignment shall not be the subject of a grievance.

2. **Temporary employees are covered by the terms of the collective agreement with the exception of:**

Article 14 (Seniority) - excluding 14.03 (Probationary Period), 14.05 (Temporary Employees) and Article 14.07 (Loss of Seniority),  
Article 15 (Promotion and Staff Changes),  
Article 16 (Layoffs and Recalls),  
Article 19 (Holidays),  
Article 20 (Vacations),  
Article 21 (Sick Leave),  
Article 22 (Leave of Absence),  
Article 25 (Employee Benefits) and  
Article 26 (Technological and Other Changes).

In addition, Temporary employees are not entitled to any Float days agreed to in any Letters of Understanding.

Temporary employees and the Union will be notified, in writing, at the time of hire of the approximate length of the temporary assignment.

3. This Letter of Understanding will continue until the renewal of the collective agreement expiring December 31, 2025.

Dated in Thunder Bay, Ontario this 24<sup>th</sup> day of October, 2022.

Signed on behalf of the Canadian Union  
of Public Employees and its Local 3120:

[Signature]  
[Signature]  
J. Tentlove  
[Signature]

Signed on behalf of the Thunder Bay  
Public Library Board:

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING  
BETWEEN  
THUNDER BAY PUBLIC LIBRARY BOARD  
AND  
CUPE LOCAL 3120**

**Re: Elimination of the following 3120 Bargaining Unit Positions**

1. Accounting Supervisor
2. Chief Custodian


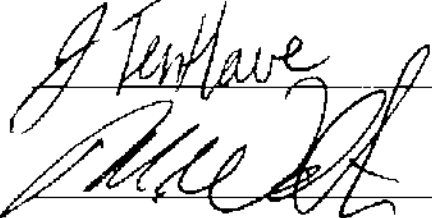
The elimination of these positions will take effect one (1) month (for transitional purposes) after the Joint Job Evaluation Process has been completed and new job descriptions have been created by the Employer.

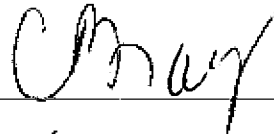

Dated in Thunder Bay, Ontario this 24<sup>th</sup> day of October, 2022.

**Originally signed May 15, 2015**

Signed on behalf of the Canadian Union  
of Public Employees and its Local 3120:

Signed on behalf of the Thunder Bay  
Public Library Board:

  
J. J. Roberts  
J. TenHave  


  
  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF UNDERSTANDING

## BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3120 "Union"

## AND

THE THUNDER BAY PUBLIC LIBRARY BOARD "Employer"

### **Re: Casual Community Hub Assistant**

The Employer recognizes the Canadian Union of Public Employees and its Local 3120 as the sole and exclusive collective bargaining agent for those Community Hub Assistant employees employed no more than twenty (20) hours a week, herein referred to as Casual Community Hub Assistants (CHA).

Terms and Conditions of Employment for Casual CHA employed no more than twenty (20) hours a week are as follows:

1. The Casual Community Hub Assistant is an employee who is hired and may be scheduled to work no more than twenty (20) hours within a seven (7) day period Sunday to Saturday performing the work of the bargaining unit. It is expressly understood the Casual CHA shall not be guaranteed a specified number of hours per week. Casual CHA can be called into work when additional work becomes available after consideration given to part-time staff.
2. Probation Period

Casual CHA employees shall accumulate "seniority hours" for the purpose of applying on internal postings at the rate of one (1) hour for every hour worked. If the Casual CHA is hired as a regular employee, their seniority shall be credited for the hours worked. One day of seniority is equal to seven (7) hours worked.

Casual CHA will serve a probationary period of 910 hours worked during which time the employee may be discharged for unsuitability.

Seniority hours shall terminate and the employee will cease to be employed by the employer when they resign, retire, are discharged for cause, or the employee fails to accept shifts offered for a period of one month unless on an approved leave.

3. All Casual CHA employees of the Employer, falling within the scope of the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. The Casual CHA will pay union dues accordingly.

4. The employer has the sole discretion to hire and establish the number of Casual CHA.

5. Wages

Wages will be paid in accordance with Local 3120 Wage Schedule Step 1 for Library Assistant and Cleaner and employees will progress through the wage grid after working 1820 hours.

6. Pay in Lieu of Benefits

Casual CHA will receive 5.7% of wages in lieu of benefits.

7. Hours of Work

The hours of work shall be no more than twenty (20) hours per week at the discretion of the Employer. Meal breaks will be in accordance with the Employment Standards Act. Casual CHA will not be guaranteed hours of work and the hours of work will be scheduled at the Employer's discretion.

8. Overtime

Overtime must be authorized and shall be paid in accordance with the Employment Standards Act.

9. Statutory Holidays

Entitlement to Statutory holidays and holiday pay shall be in accordance with the Employment Standards Act.

10. Vacation

Vacation entitlement and vacation pay shall be in accordance with the Employment Standards Act and will be paid out on the last payday of the calendar year.

11. Leave of Absences

Leave of absences shall be in accordance with the Employment Standards Act.

## **12. Pay Days**

The Employer shall pay wages in accordance with Article 23.01 Pay Days.

## **13. Pension Plan**

Casual CHA employees have the option of joining the OMERS Pension Plan when they meet the OMERS eligibility criteria.

The following Articles and Letters of Understanding do not apply to Casual CHA:

Article 14 Seniority

Article 15.03 No Outside Advertising

Article 15.07 Transfers

Article 15.08 Temporary Positions

Article 16 Layoff and Recall

Article 17 Hours of Work

Article 18 Overtime

Article 19 Holidays

Article 20 Vacation

Article 21 Sick Leave

Article 22 Leave of Absence

Article 23 Pay and Allowances (except Article 23.01 Pay Days and Article 23.09 Cash Shortages)

Article 25 Employee Benefits

Article 26 Technological and Other Changes

Article 27 Job Security

Article 28 Uniform, Clothing and Tool Allowances

All Letters of Understanding

Signed this 24<sup>th</sup> day of October, 2022.

Signed on behalf of the Canadian Union  
of Public Employees and its Local 3120:

Signed on behalf of the Thunder Bay  
Public Library Board:

[Signature]  
J. Glabensky  
J. TenHave  
[Signature]

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**Local 3120 Wage Schedule**

**Effective January 1, 2022**

**1.75% Across the Board**

<b>Classification:</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Cleaner</b>	\$ 25.77		after 6 months (910 hours)		\$ 26.69
<b>Clerk 1 - Clerk Typist/ Clerk Processor</b>	\$ 26.16 \$ 1,831.19 \$ 47,611	\$ 26.79 \$ 1,875.35 \$ 48,759	\$ 27.40 \$ 1,918.09 \$ 49,870	\$ 28.04 \$ 1,962.96 \$ 51,037	\$ 28.66 \$ 2,006.41 \$ 52,167
<b>Community Services Assistant</b>	\$ 26.16 \$ 1,464.96 \$ 38,089	\$ 26.79 \$ 1500.24 \$ 39,006	\$ 27.40 \$ 1,534.40 \$ 39,894	\$ 28.04 \$ 1,570.24 \$ 40,826	\$ 28.66 \$ 1,604.96 \$ 41,729
<b>Custodian</b>	\$ 26.16 \$ 1,831.19 \$ 47,611	\$ 26.79 \$ 1,875.35 \$ 48,759	\$ 27.40 \$ 1,918.09 \$ 49,870	\$ 28.04 \$ 1,962.96 \$ 51,037	\$ 28.66 \$ 2,006.41 \$ 52,167
<b>Library/ Public Services Assistant</b>	\$ 26.16 \$ 1,831.19 \$ 47,611	\$ 26.79 \$ 1,875.35 \$ 48,759	\$ 27.40 \$ 1,918.09 \$ 49,870	\$ 28.04 \$ 1,962.96 \$ 51,037	\$ 28.66 \$ 2,006.41 \$ 52,167
<b>Clerk 2 - Payroll Clerk</b>	\$ 28.86 \$ 2019.94 \$ 52,518	\$ 29.49 \$ 2,064.10 \$ 53,667	\$ 30.09 \$ 2,106.12 \$ 54,759	\$ 30.73 \$ 2,151.01 \$ 55,926	\$ 31.36 \$ 2,195.15 \$ 57,074
<b>Library Technician</b>	\$ 28.86 \$ 2019.94 \$ 52,518	\$ 29.49 \$ 2,064.10 \$ 53,667	\$ 30.09 \$ 2,106.12 \$ 54,759	\$ 30.73 \$ 2,151.01 \$ 55,926	\$ 31.36 \$ 2,195.15 \$ 57,074
<b>Maintenance Person</b>	\$ 28.86 \$ 2019.94 \$ 52,518	\$ 29.49 \$ 2,064.10 \$ 53,667	\$ 30.09 \$ 2,106.12 \$ 54,759	\$ 30.73 \$ 2,151.01 \$ 55,926	\$ 31.36 \$ 2,195.15 \$ 57,074
<b>Chief Custodian</b>	\$ 33.03 \$ 2,311.96 \$ 60,111	\$ 33.69 \$ 2,358.26 \$ 61,315	\$ 34.35 \$ 2,404.26 \$ 62,518	\$ 35.01 \$ 2,450.85 \$ 63,722	\$ 35.66 \$ 2,496.44 \$ 64,907

<b>Network and Software</b>	\$ 33.03	\$ 33.69	\$ 34.35	\$ 35.01	\$ 35.66
<b>Support Analyst</b>	\$ 2,311.96	\$ 2,358.26	\$ 2,404.26	\$ 2,450.85	\$ 2,496.44
	\$ 60,111	\$ 61,315	\$ 62,518	\$ 63,722	\$ 64,907
<b>Accounting Supervisor</b>	\$ 44.80	\$ 45.60	\$ 46.44	\$ 47.25	\$ 48.08
	\$ 3,136.04	\$ 3,192.30	\$ 3,250.71	\$ 3,307.69	\$ 3,365.38
	\$ 81,537	\$ 83,000	\$ 84,518	\$ 86,000	\$ 87,500
<b>Bookkeeper</b>		\$ 33.69			
<b>(For Upgrade Purposes only)</b>		\$ 2,358.26			
		\$ 61,315			

**Local 3120 Wage Schedule**  
**Effective January 1, 2023**  
**1.85% Across the Board**

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Cleaner</b>	\$ 26.25		after 6 months (910 hours)		\$ 27.18
<b>Clerk 1 - Clerk Typist/ Clerk Processor</b>	\$ 26.64 \$ 1,865.08 \$ 48,492	\$ 27.29 \$ 1,909.99 \$ 49,660	\$ 27.91 \$ 1,953.48 \$ 50,791	\$ 28.56 \$ 1,999.11 \$ 51,977	\$ 29.19 \$ 2,043.31 \$ 53,126
<b>Community Services Assistant</b>	\$ 26.64 \$ 1,491.84 \$ 38,788	\$ 27.29 \$ 1,528.24 \$ 39,734	\$ 27.91 \$ 1,562.96 \$ 40,637	\$ 28.56 \$ 1,599.36 \$ 41,583	\$ 29.19 \$ 1,634.64 \$ 42,501
<b>Custodian</b>	\$ 26.64 \$ 1,865.08 \$ 48,492	\$ 27.29 \$ 1,909.99 \$ 49,660	\$ 27.91 \$ 1,953.48 \$ 50,791	\$ 28.56 \$ 1,999.11 \$ 51,977	\$ 29.19 \$ 2,043.31 \$ 53,126
<b>Library/ Public Services Assistant</b>	\$ 26.64 \$ 1,865.08 \$ 48,492	\$ 27.29 \$ 1,909.99 \$ 49,660	\$ 27.91 \$ 1,953.48 \$ 50,791	\$ 28.56 \$ 1,999.11 \$ 51,977	\$ 29.19 \$ 2,043.31 \$ 53,126
<b>Clerk 2 - Payroll Clerk</b>	\$ 29.39 \$ 2,057.57 \$ 53,497	\$ 30.04 \$ 2,102.49 \$ 54,665	\$ 30.65 \$ 2,145.27 \$ 55,777	\$ 31.30 \$ 2,190.90 \$ 56,963	\$ 31.94 \$ 2,235.81 \$ 58,131
<b>Library Technician</b>	\$ 29.39 \$ 2,057.57 \$ 53,497	\$ 30.04 \$ 2,102.49 \$ 54,665	\$ 30.65 \$ 2,145.27 \$ 55,777	\$ 31.30 \$ 2,190.90 \$ 56,963	\$ 31.94 \$ 2,235.81 \$ 58,131
<b>Maintenance Person</b>	\$ 29.39 \$ 2,057.57 \$ 53,497	\$ 30.04 \$ 2,102.49 \$ 54,665	\$ 30.65 \$ 2,145.27 \$ 55,777	\$ 31.30 \$ 2,190.90 \$ 56,963	\$ 31.94 \$ 2,235.81 \$ 58,131
<b>Chief Custodian</b>	\$ 33.64 \$ 2,354.87 \$ 61,227	\$ 34.31 \$ 2,401.93 \$ 62,450	\$ 34.99 \$ 2,448.98 \$ 63,674	\$ 35.66 \$ 2,496.04 \$ 64,897	\$ 36.32 \$ 2,542.38 \$ 66,102

<b>Network and Software</b>	\$ 33.64	\$ 34.31	\$ 34.99	\$ 35.66	\$ 36.32
<b>Support Analyst</b>	\$ 2,354.87	\$ 2,401.93	\$ 2,448.98	\$ 2,496.04	\$ 2,542.38
	\$ 61,227	\$ 62,450	\$ 63,674	\$ 64,897	\$ 66,102
<b>Accounting Supervisor</b>	\$ 45.63	\$ 46.44	\$ 47.30	\$ 48.12	\$ 48.97
	\$ 3,194.02	\$ 3,251.05	\$ 3,310.94	\$ 3,368.69	\$ 3,427.86
	\$ 83,044	\$ 84,527	\$ 86,084	\$ 87,586	\$ 89,124
<b>Bookkeeper</b>		\$ 34.31			
<b>(For Upgrade Purposes only)</b>		\$ 2,401.93			
		\$ 62,450			

**Local 3120 Wage Schedule**  
**Effective January 1, 2024**  
**2% Across the Board**

Classification:	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Cleaner</b>	\$ 26.78		after 6 months (910 hours)		\$ 27.72
<b>Clerk 1 - Clerk Typist/ Clerk Processor</b>	\$ 27.17 \$ 1,902.10 \$ 49,454	\$ 27.84 \$ 1,948.51 \$ 50,661	\$ 28.47 \$ 1,992.77 \$ 51,812	\$ 29.13 \$ 2,039.18 \$ 53,019	\$ 29.77 \$ 2,084.17 \$ 54,188
<b>Community Services Assistant</b>	\$ 27.17 \$ 1,521.52 \$ 39,560	\$ 27.84 \$ 1,559.04 \$ 40,535	\$ 28.47 \$ 1,594.32 \$ 41,452	\$ 29.13 \$ 1,631.28 \$ 42,413	\$ 29.77 \$ 1,667.12 \$ 43,345
<b>Custodian</b>	\$ 27.17 \$ 1,902.10 \$ 49,454	\$ 27.84 \$ 1,948.51 \$ 50,661	\$ 28.47 \$ 1,992.77 \$ 51,812	\$ 29.13 \$ 2,039.18 \$ 53,019	\$ 29.77 \$ 2,084.17 \$ 54,188
<b>Library/ Public Services Assistant</b>	\$ 27.17 \$ 1,902.10 \$ 49,454	\$ 27.84 \$ 1,948.51 \$ 50,661	\$ 28.47 \$ 1,992.77 \$ 51,812	\$ 29.13 \$ 2,039.18 \$ 53,019	\$ 29.77 \$ 2,084.17 \$ 54,188
<b>Clerk 2 - Payroll Clerk</b>	\$ 29.98 \$ 2098.45 \$ 54,560	\$ 30.64 \$ 2,144.86 \$ 55,766	\$ 31.26 \$ 2,188.41 \$ 56,899	\$ 31.93 \$ 2,234.82 \$ 58,105	\$ 32.58 \$ 2,280.52 \$ 59,293
<b>Library Technician</b>	\$ 29.98 \$ 2098.45 \$ 54,560	\$ 30.64 \$ 2,144.86 \$ 55,766	\$ 31.26 \$ 2,188.41 \$ 56,899	\$ 31.93 \$ 2,234.82 \$ 58,105	\$ 32.58 \$ 2,280.52 \$ 59,293
<b>Maintenance Person</b>	\$ 29.98 \$ 2098.45 \$ 54,560	\$ 30.64 \$ 2,144.86 \$ 55,766	\$ 31.26 \$ 2,188.41 \$ 56,899	\$ 31.93 \$ 2,234.82 \$ 58,105	\$ 32.58 \$ 2,280.52 \$ 59,293
<b>Chief Custodian</b>	\$ 34.31 \$ 2,401.90 \$ 62,449	\$ 35.00 \$ 2,449.73 \$ 63,693	\$ 35.69 \$ 2,498.29 \$ 64,955	\$ 36.37 \$ 2,546.12 \$ 66,199	\$ 37.05 \$ 2,593.25 \$ 67,424

<b>Network and Software</b>	\$ 34.31	\$ 35.00	\$ 35.69	\$ 36.37	\$ 37.05
<b>Support Analyst</b>	\$ 2,401.90	\$ 2,449.73	\$ 2,498.29	\$ 2,546.12	\$ 2,593.25
	\$ 62,449	\$ 63,693	\$ 64,955	\$ 66,199	\$ 67,424
<b>Accounting Supervisor</b>	\$ 46.54	\$ 47.37	\$ 48.25	\$ 49.08	\$ 49.95
	\$ 3,257.98	\$ 3,315.82	\$ 3,377.22	\$ 3,435.77	\$ 3,496.46
	\$ 84,708	\$ 86,211	\$ 87,808	\$ 89,330	\$ 90,908
<b>Bookkeeper</b>		\$ 35.00			
<b>(For Upgrade Purposes only)</b>		\$ 2,449.73			
		\$ 63,693			

**Local 3120 Wage Schedule**

**Effective January 1, 2025**

**2% Across the Board**

<b>Classification:</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Cleaner</b>	\$ 27.32		after 6 months (910 hours)		\$ 28.27
<b>Clerk 1 - Clerk Typist/ Clerk Processor</b>	\$ 27.71 \$ 1,939.94 \$ 50,438	\$ 28.40 \$ 1,987.78 \$ 51,682	\$ 29.04 \$ 2,032.76 \$ 52,852	\$ 29.71 \$ 2,079.89 \$ 54,077	\$ 30.37 \$ 2,125.58 \$ 55,265
<b>Community Services Assistant</b>	\$ 27.71 \$ 1,551.76 \$ 40,346	\$ 28.40 \$ 1,590.40 \$ 41,350	\$ 29.04 \$ 1,626.24 \$ 42,282	\$ 29.71 \$ 1,663.76 \$ 43,258	\$ 30.37 \$ 1,700.72 \$ 44,219
<b>Custodian</b>	\$ 27.71 \$ 1,939.94 \$ 50,438	\$ 28.40 \$ 1,987.78 \$ 51,682	\$ 29.04 \$ 2,032.76 \$ 52,852	\$ 29.71 \$ 2,079.89 \$ 54,077	\$ 30.37 \$ 2,125.58 \$ 55,265
<b>Library/ Public Services Assistant</b>	\$ 27.71 \$ 1,939.94 \$ 50,438	\$ 28.40 \$ 1,987.78 \$ 51,682	\$ 29.04 \$ 2,032.76 \$ 52,852	\$ 29.71 \$ 2,079.89 \$ 54,077	\$ 30.37 \$ 2,125.58 \$ 55,265
<b>Clerk 2 - Payroll Clerk</b>	\$ 30.58 \$ 2,140.57 \$ 55,655	\$ 31.25 \$ 2,187.70 \$ 56,880	\$ 31.89 \$ 2,231.96 \$ 58,031	\$ 32.57 \$ 2,279.80 \$ 59,275	\$ 33.23 \$ 2,326.21 \$ 60,482
<b>Library Technician</b>	\$ 30.58 \$ 2,140.57 \$ 55,655	\$ 31.25 \$ 2,187.70 \$ 56,880	\$ 31.89 \$ 2,231.96 \$ 58,031	\$ 32.57 \$ 2,279.80 \$ 59,275	\$ 33.23 \$ 2,326.21 \$ 60,482
<b>Maintenance Person</b>	\$ 30.58 \$ 2,140.57 \$ 55,655	\$ 31.25 \$ 2,187.70 \$ 56,880	\$ 31.89 \$ 2,231.96 \$ 58,031	\$ 32.57 \$ 2,279.80 \$ 59,275	\$ 33.23 \$ 2,326.21 \$ 60,482
<b>Chief Custodian</b>	\$ 35.00 \$ 2,449.73 \$ 63,693	\$ 35.70 \$ 2,499.00 \$ 64,974	\$ 36.40 \$ 2,548.27 \$ 66,255	\$ 37.10 \$ 2,596.82 \$ 67,517	\$ 37.79 \$ 2,645.37 \$ 68,780

<b>Network and Software</b>	\$ 35.00	\$ 35.70	\$ 36.40	\$ 37.10	\$ 37.79
<b>Support Analyst</b>	\$ 2,449.73	\$ 2,499.00	\$ 2,548.27	\$ 2,596.82	\$ 2,645.37
	\$ 63,693	\$ 64,974	\$ 66,255	\$ 67,517	\$ 68,780
<b>Accounting Supervisor</b>	\$ 47.47	\$ 48.32	\$ 49.22	\$ 50.06	\$ 50.95
	\$ 3,322.96	\$ 3,382.22	\$ 3,445.05	\$ 3,504.31	\$ 3,566.43
	\$ 86,397	\$ 87,938	\$ 89,571	\$ 91,112	\$ 92,727
<b>Bookkeeper</b>		\$ 35.70			
<b>(For Upgrade Purposes only)</b>		\$ 2,499.00			
		\$ 64,974			

## **APPENDIX "A"**

### **JOB EVALUATION TERMS OF REFERENCE**

#### **ARTICLE 1 PURPOSE**

- 1.1 To carry out a Job Evaluation program based on the Coopers and Lybrand Universal Job Evaluation Plan including factor weighting and in accordance with the current Ontario Pay Equity Act.
- 1.2 To jointly participate in a job evaluation plan which will strive to achieve employment equity for all positions within the Canadian Union of Public Employees Local 3120. The Plan will include these main factor groups; skill, effort, responsibility and working conditions.
- 1.3 The implementation of the Coopers and Lybrand Universal Job Evaluation Plan including factors weighting will be negotiated between the parties. The money for this will be paid by the Employer over and above normal wage increases negotiated in collective bargaining.
- 1.4 No employees wage rate will be reduced as a result of the re-evaluation of their position and will continue to receive all negotiated increases.
- 1.5 The Plan shall only be amended by mutual agreement of the Local and the Employer.

#### **ARTICLE 2 JOINT JOB EVALUATION COMMITTEE**

- 2.1 The Joint Job Evaluation Committee shall consist of members from the Employer and the Union. Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent. Quorum for meetings shall be a minimum of two (2) representatives from each of the parties.
- 2.2 The Joint Job Evaluation Committee members shall work with the Employer representatives of the Committee during regular working hours.
- 2.3 The Local's committee members will achieve consensus on job rating decisions first. The members of the Committee charged with voting (equal voting members from management and the Union) will then have to reach consensus to determine a final job rating decision. This decision shall be final and binding on the parties subject to the appeals process. Any situation where the Committee cannot come to a decision shall be forwarded to the Pay Equity Commission for resolution.
- 2.4 The Union and the Employer have the right to engage external advisors to assist its representation on the Joint Job Evaluation Committee. Any such advisor shall be entitled to a voice but not to vote and shall not be considered a member of the

committee.

- 2.5 Training of the Joint Job Evaluation Committee will be the responsibility of the Employer.
- 2.6 The Joint Job Evaluation Committee will be responsible for rating all newly created job classifications and existing job classifications which have undergone material change.

### **ARTICLE 3 JOB ANALYSIS PROCEDURE**

- 3.1 A job information questionnaire shall be completed by the employee or representative groups and the supervisor. The completed questionnaire shall be submitted to the Joint Job Evaluation Committee along with a copy of the current job description. A representative group is defined as a selected group of positions considered typical within a classification to represent all positions within that classification. Any representative group and its use will be determined by the Joint Job Evaluation Committee.
- 3.2 The job shall be rated based on the job description and in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed job information questionnaire and, if required, interviews with the employee and/or supervisor.
- 3.3 In the application of the Job Evaluation Plan, the following general rules shall apply:
  - 1. It is the content of the job not the performance of the employee that is being rated.
  - 2. Jobs are evaluated without regard to existing wage rates.
  - 3. Job analysis and rating of each job shall be relevant to and consistent with the job descriptions of all other jobs rated under the Plan.
  - 4. Rating decisions shall include a sore-thumbng process to ensure consistency in Committee decisions.
  - 5. A Committee member will be excused from the meeting and may not participate in the evaluation of their own job classification.
  - 6. Members of the Joint Job Evaluation Committee shall not discuss meeting contents outside the meeting forum unless otherwise agreed by all parties.
  - 7. Members of the Joint Job Evaluation Committee shall not approach employees without the permission or direction of the Joint Job Evaluation Committee regarding matters currently under review by the Committee.

- 3.4 The Joint Job Evaluation Committee will draft suggested changes to job descriptions (if necessary) based on the information gathered. Where further information is required, interviews shall be held with the Employer and/or the supervisor.
- 3.5 When the Committee has completed the ratings of all positions it will present the Union and the Employer with notice of the salary band and a copy of the draft suggested changes to any job descriptions. The Employer shall then prepare a draft job description for the position and present it to the local Union Executive for agreement.

#### **ARTICLE 4 MAINTAINING THE JOB EVALUATION PLAN**

- 4.1 Maintenance review of all positions will be completed at least every five (5) years.
- 4.2 Any changes that could affect pay equity or a change in classification shall become retroactive to the time of the employee's documented request for a change in status.
- 4.3 The Employer shall disclose to the Union any relevant information that is necessary to make informed and complete decisions on maintenance.
- 4.4 If, following the introduction of job descriptions, the duties or volume of work in any classification are changed or increased, or where the employee/Union/Employer feels it is unfairly or incorrectly classified, the position will be referred to the Joint Job Evaluation Committee for evaluation.
- 4.5 Whenever the Employer wishes to establish a new position or change an existing position and/or classification, the Employer shall prepare a draft job description for the position and present it to the local Union Executive for agreement. Once the Union and Employer have agreed to the new job description, the Employer shall provide the job description to the Joint Job Evaluation Committee. The Committee shall meet and establish a pay grade for the job, based on the job description. All new positions will be evaluated after one (1) year.
- 4.6 The job shall be posted in accordance with Article 15 of the Collective Agreement.

#### **ARTICLE 5 APPEALS PROCEDURE**

- 5.1 Within fourteen (14) days of receipt of the Advice of Rating Form, an employee/Union/Employer may request reconsideration of the job rating by completing and submitting a Reconsideration Form, stating the reason(s) for disagreeing with the rating of the job. The Joint Job Evaluation Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the parties. The Committee shall inform the employee/Union/Employer of the decision using the Review Decision Form.

**ARTICLE 6 CONCLUSION AND IMPLEMENTATION**

- 6.1 The Job Evaluation Plan will be considered completed when:
  - a) The Employer and the Union have accepted the associated ratings, factors, factor degree weights and banding.
  - b) All submitted job information questionnaires have been jointly evaluated, signed-off and dated.
  - c) All appeals have been heard, reviewed and decided upon.
  - d) The Pay Equity Plan has complied with and satisfied all requirements of the Ontario Pay Equity Act.
- 6.2 Any matters unresolved by the Joint Job Evaluation Committee shall be forwarded to the Pay Equity Commission for resolution in accordance with the provisions in the Ontario Pay Equity Act.
- 6.3 The Employer is required to post the Plan for all employees.

Dated in Thunder Bay, Ontario this 24<sup>th</sup> day of October, 2022.

**Originally signed May 21, 2015.**

Signed on behalf of the Canadian Union  
of Public Employees and its Local 3120:

Signed on behalf of the Thunder Bay  
Public Library Board:

