COLLECTIVE AGREEMENT

BETWEEN:

WESTERN COUNTIES REGIONAL LIBRARY

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2530

Effective April 01, **2024** to March 31, **2027**

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THIS AGREEMENT is made this 20 day of June A.D., **2024**

BETWEEN:

WESTERN COUNTIES REGIONAL LIBRARY,
hereinafter called "the Employer",
PARTY OF THE FIRST PART,

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2530,
hereinafter called "the Union",
PARTY OF THE SECOND PART.

ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

1. To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operations.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights are limited by this agreement shall be decided through the grievance and arbitration procedure

2.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present employee of his/her employment, except through just cause.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2530 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all full-time and regular part-time employees of the Western Counties Regional Library, but excluding part-time on-call employees, the student work force who will not replace the staff in the bargaining unit, and those persons excluded by Paragraphs (a) & (b) of Subsection (2) of Section 2 of the Trade Union Act, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Persons whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

3.03 This collective agreement is fully applicable to all part-time, or temporary employees, unless otherwise specified. Part-time and temporary employees shall receive statutory holidays, vacation entitlement, sick leave benefits, and special leave on a pro-rated basis. Temporary employees are not eligible for health and pension benefits unless their term of employment exceeds one year.

3.04 No employee shall be required to make a written or verbal agreement with the Employer or the Employer's representatives, which may conflict with the terms of this collective agreement.

3.05 Students shall not be members of the Union and shall not be covered by the Collective Agreement. Students shall not be used to replace existing staff or reduce the hours of work available to bargaining unit employees.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, gender identity, gender expression, national origin, political or religious affiliation, sexual orientation, sex or marital status, place of residence, or any other ground as defined in the *Human Rights* Act, 1989, c. 41, nor by reason of the employee's membership or activity in the Union, or any other reason.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All employees of the Employer, 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 shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

5.02 Contact Information

(a) The Employer will provide to the Union a list of all the Employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and if available, personal e-mail.

(b) The list will also indicate the Employee's work site and employment status (such as Full-Time, Part-Time, Temporary, Seasonal, Casual), and if the Employee is on leave of absence, the nature of the leave.

(c) The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from every union member any monthly dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws.

6.02 Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month in which they were deducted.

6.03 Along with the deductions, the Employer will provide:

(a) a completed Union dues remittance form, supplied by the Union, and

(b) an electronic spread sheet indicating the pay period covered by the deductions and the following information for all Employees from whose wages the deductions have been made: name, employment status (i.e. Full-Time, Part-Time, Temporary, Spare), classification/ job title, regular earnings, hours worked, and dues deducted.

(c) for any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus 2 percent per month, prorated if less than a month.

6.04 The Employer agrees to put the Union dues deducted on the Employees' T-4 at the end of each year or any other legal requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 7 – THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 Potential Employees

During the interview process, the Employer will advise potential Employees that a Union Collective Agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

7.02 New Employees

On commencing employment in a position within the Bargaining Unit, the Employee's immediate Supervisor or other representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

7.03 Notificaton of New Hires

The Union shall be notified of the full name, position and employment status (e.g. Full-Time, Part-Time, Temporary, Seasonal, Spare), start date and work location of all Employees hired into the Bargaining Unit prior to their first day of employment.

7.04 Regular Staff Meetings/Inservices

During any staff meeting, the Union will be provided an opportunity to make Union announcements.

ARTICLE 8 – CORRESPONDENCE

8.01 All necessary correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Western Counties Regional Library Board and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 A Labour Management Committee shall be established consisting of not more than four (4) representatives of the Union and an equal number of representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees.

9.02 The Committee shall meet as needed at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this Committee, but no overtime shall be earned.

9.03 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes.

9.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 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 the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 A Union Bargaining Committee shall be appointed and consist of not more than three members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

10.03 All contract matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.04 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 investigate and assist in the settlement of a grievance by arrangement in advance with management.

10.05 In the event either Party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty (20) calendar days after the request has been given, unless extended by mutual consent.

10.06 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration, but no overtime.

10.07 The Employer shall make available to the Union, on request, information required by the Union, such 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 and all other non-confidential information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Copies of all motions, resolutions and By-Laws or rules and regulations adopted by the Board which affect the members of this Union are to be: (1) forwarded to the Union, (2) posted on all bulletin boards. The Board will be available to meet the Union at regular Board meetings upon appointment.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee, and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing the employee's grievance in accordance with the grievance procedure.

12.02 The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize such Steward.

12.03 The Stewards selected shall constitute the Grievance Committee along with the officers of Local 2530 and representatives from the Canadian Union of Public Employees.

12.04 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the Employer and that the stewards will not leave their work during working hours except to perform their duties under this agreement. Therefore, Stewards shall not leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

12.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer or members of the Union have acted unjustly or improperly.

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

Step 1

The aggrieved employee(s) will submit the grievance to the employee's steward within twenty (20) working days after its occurrence or the time the employee became aware of the occurrence, whichever is later. If the employee's steward is absent, the employee may submit the grievance to a member of the Grievance Committee. At each step of the Grievance Procedure the Grievor shall have the right to be present.

Step 2

If the Steward and/or the Grievance Committee consider the grievance to be

justified, the Steward/Grievance Committee will first seek to settle the dispute with the employee's supervisor by submitting the grievance in writing.

Step 3

Failing satisfactory settlement within **fifteen (15)** working days after the dispute was submitted under Step 2, the Chairman of the Grievance Committee will submit to the Regional Library Director a written statement of the particulars of the grievance and the redress sought. The Director shall render a decision within **fifteen (15)** working days after receipt of such notice.

Step 4

Failing satisfactory settlement within **fifteen (15)** working days after the dispute was submitted under Step 3, the Chairperson of the Grievance Committee will submit to the Chairperson of the Board or the Employer's representative a written statement of the particulars of the grievance and the redress sought. The Chairperson of the Board or the Employer's representative shall render a decision within twenty (20) working days after receipt of such notice.

Step 5

Failing a satisfactory settlement being reached in Step 4, the Union or the Employer may refer the dispute to arbitration within sixty (60) days.

12.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

12.08 The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

12.09 An employee or group of employees who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

12.10 Replies to grievances stating reasons shall be in writing at all stages.

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

12.12 Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

12.13 If the Grievor, the Union, or the Employer fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

12.14 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

ARTICLE 13 – ARBITRATION

13.01 When 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 proposed Arbitrator.

13.02 If the Parties fail to agree on an Arbitrator, within thirty (30) days of his/her appointment, the appointment shall be made by the Minister of Labour upon request of either Party.

13.03 The Arbitrator shall determine his/her own procedure but shall give full opportunity to all Parties to present evidence and make representations. In its attempt at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He/she shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the hearing is completed.

13.04 The decision of the Arbitrator shall be final, binding and enforceable on all Parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he/she deems just and equitable.

13.05 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene to clarify the decision, which he/she shall do within ten (10) days.

13.06 Each Party shall pay one-half of the fees and expenses of the Arbitrator.

13.07 At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring Parties of the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Both Parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed the employee's probationary period, and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

14.02 The employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union. In cases of discharge and discipline the burden of proof of just cause rests with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

14.03 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 the employee's 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 Secretary of the Union with a copy to the employee involved.

14.04 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time.

14.05 This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

14.06 The record of an employee shall not be used against the employee in the internal operation of the Western Counties Regional Library at any time after twenty-four (24) months following a suspension or disciplinary action.

14.07 When a suspension or discharge is grieved, the grievance will commence at Step 3 of the Grievance Procedure.

14.08 Where an employee is required to attend a meeting which may result in discipline being imposed, the employee shall be accompanied by a Union representative.

ARTICLE 15 – SENIORITY

15.01 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, recall and reduction of the workforce. Seniority shall operate on a bargaining-unit-wide basis.

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

15.03 A newly hired employee shall be on probation for a period of six (6) months from the date of hiring, subject to the probationary period being extended another three (3) months in extraordinary circumstances. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. After

completion of the probationary period, seniority shall be effective from the original date of employment.

15.04 An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

1. The employee is discharged for just cause and is not reinstated.

2. The employee resigns in writing and does not withdraw within two (2) days.

3. The employee 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.

4. The employee fails to return to work within fourteen (14) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. An employee recalled for casual work or employment of short duration at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work.

5. The employee is laid off for a period longer than two (2) years.

15.05 No employee shall be transferred to a position excluded from the bargaining unit without the employee's consent. If an employee is transferred to a position excluded from the bargaining unit, the employee shall retain the employee's 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, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 When a vacancy occurs, including a temporary vacancy of 12 weeks or more, or a new position is created inside the bargaining unit, and the Employer determines that the position is to be filled, the Employer shall notify the Union in writing and post notice of the position on bulletin boards in all branches for a minimum of one (1) week, so that all members will know about the vacancy or new position.

16.02 Such notice shall contain the following information: nature of position, qualifications or related experience, required knowledge and education, skills, shift and salary.

16.03 The Employer agrees to the principle of promotion within the service of the Employer. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority who has the required qualifications.

Only those positions, within the bargaining unit, for which there are no qualified bargaining unit applicants who meet the required qualifications will be filled by outside applicants.

16.04 The successful employee shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of up to three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the new job classification, the employee shall be returned to the employee's 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 his/her former position, wage or salary rate, without loss of seniority.

16.05 Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, and terminations of employment.

16.06 An employee unable through injury or illness to perform the employee's normal duties may be provided with alternate suitable employment. Such employee shall not displace an employee with more seniority.

16.07 The Board agrees with the principle of in-service training and will provide in-service training opportunities within the region as time and staff permit. In addition, when possible, the Board will endeavour to give staff the opportunity to participate in approved workshops and training courses as they become available and as time and staff permit.

16.08 Staff are required to attend two in-services per year, if scheduled. Employees shall be compensated on an hour-for-hour basis for time spent at the in-service and such compensation shall be provided as time-in-lieu. **Part-time employees shall receive compensation as paid time for the additional hours worked in the pay period upon request.** Employees who are required to travel, shall be reimbursed for mileage in accordance with the Employer's Travel Policy.

ARTICLE 17 – LAY-OFFS AND RECALLS

17.01 A lay-off shall be defined as a reduction of the workforce. Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority provided the employee affected has sufficient qualifications to do the job required (see Letter of Understanding).

17.02 Employees shall be recalled in the order of their seniority. No new employees shall be hired until those laid off have been given an opportunity of recall.

17.03 Unless legislation is more favourable to the employee, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off or pay for said time.

17.04 Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 18 – HOURS OF WORK

18.01 The normal workday for all full-time employees shall consist of seven (7) consecutive hours between 8:00 a.m. and 9:30 p.m., broken by one meal period of not less than one hour.

Employees who travel for their work (Delivery Driver and Training and Support Clerk) who are away from the Headquarters Office for longer than five (5) hours during their workday may take a one half (1/2) hour lunch break if preferred, in which case their workday shall end one half (1/2) hour early.

18.02 The normal work week for all full-time, non-public service employees shall consist of thirty-five (35) hours on a five (5) day Monday to Friday basis. Anything less than thirty-five (35) hours per week for non-public service employees shall be considered part-time.

18.03 The normal work week for all full-time public service employees shall consist of thirty-five (35) hours on a five (5) day Monday to Friday, or Tuesday to Saturday, rotational basis.

18.04 The normal work week for regular part-time, public service employees shall consist of anything less than thirty-five (35) hours per week, with two (2) consecutive days off.

18.05 If it becomes necessary to change the present hours of work for regular and part-time employees, it shall be done by mutual agreement at the branch level through consultation

18.06 All full-time employees shall be permitted two rest periods of fifteen (15) consecutive minutes per shift. All part-time employees working three (3) consecutive hours shall be permitted one rest period of fifteen (15) consecutive minutes.

18.07 An employee reporting for work on the employee's regular shift shall be paid the employee's regular rate of pay for the entire period of work, with a minimum of four (4) hours pay. This time shall be pro-rated for part-time employees with a minimum of **three (3)** hours pay.

18.08 Employees who work in the public service areas shall be scheduled so as to distribute evening and weekend shifts as equitably as possible.

This does not preclude employees from being continually assigned to an evening or weekend shift at their request where such continuing assignment is acceptable and agreed upon by the employees involved and the Employer.

18.09 Additional work, be it hours or shifts, shall be offered to part-time employees in their designated location, up to full-time hours, on an equitable basis, subject to the part-time employees' availability, prior to being offered to Casual Clerks

The offering of additional shifts shall in no way obligate the Employer to offer shifts in such a way as to exceed 70 hours bi-weekly or otherwise create an overtime situation.

18.10 **An availability list will be established for each designated location by seniority showing part-time employees' availability to work shifts in addition to their regularly scheduled shifts.**

The Office Manager will send a notice to all Union employees by January 15th of each year requesting employees to indicate if they wish to be added to the availability list, or have any changes made to their availability, for the following fiscal year (April 1st - March 31st).

During the year, requests by an employee to change their availability shall be considered and assessed on the reasons for the change. Such requests shall not be unreasonably denied.

18.11 The Employer recognizes that short notice changes to an employee's individual schedule is difficult and the Employer will make every reasonable effort to minimize schedule changes. Nevertheless, changes in operational needs sometimes necessitate short-notice scheduling changes. Changes to an employee's schedule after it has been posted may be made by the Employer to an existing shift, so long as the start or end time are not changed by more than 1 hour, and provided that forty-eight (48) hours' notice is given to the employee and the employee has been consulted.

18.12 Shifts may be exchanged between employees in a designated location. The exchange must be submitted on the "Shift Exchange Form" to the Branch Manager at least **three (3)** business days prior to the exchanged shift and must be approved by the Branch Manager. Notwithstanding the foregoing, the **three (3)** business days' notice may be waived where the employee is unable to provide such notice due to circumstances beyond the employee's control, and providing the request is communicated by direct consultation with the employee's Branch Manager. The shift exchange shall then be submitted upon approval. A shift exchange shall not result in the payment of overtime or any other increased cost to the Employer, nor shall it result in a reduction in an employee's regular hours.

ARTICLE 19 – OVERTIME

19.01 All time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime. Except in cases of emergency, overtime will not be paid unless previously authorized.

19.02 Overtime work on a Saturday not regularly scheduled shall be paid for at the rate of time and one-half.

19.03 Overtime work on any Sunday shall be paid for at the rate of double time.

19.04 Overtime work on a holiday when the employee was not scheduled to work shall be paid for at the rate of double time plus another day off at a time mutually agreed upon.

19.05 An employee who is called back to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rates. The employee shall be paid from the time the employee leaves the employee's home to report for duty until the time the employee arrives back upon proceeding directly from work.

19.06 Instead of cash payment for overtime an employee may choose to receive time off at the overtime rate at a time mutually agreed by the Parties.

ARTICLE 20 – HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

New Year's Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
July 1st
Civic Holiday or Natal Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Seven (7) hours on the last working day prior to New Year's Day and seven (7) hours on the last working day prior to Christmas Day.

And, any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

20.02 Except in the case of staff regularly scheduled to work, when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

20.03 When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

20.04 An employee who is not scheduled to work on the above holidays shall receive a day off or a pro-rata day off in lieu. An employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay, in lieu of holiday pay, at a time mutually agreed upon.

ARTICLE 21 – VACATIONS

21.01 An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one year	-	One (1) working day per month up to ten (10) days
After one year	-	Three (3) weeks
After five years	-	**Four weeks**
After 15 years	-	Five (5) weeks
After 20 years	-	**Six weeks**

The fiscal year shall extend from April 1st to March 31st.

All vacations must be taken **in increments of no less than three (3) hours** within the fiscal year except that, with three (3) weeks advance notice in writing and the Board's permission, an employee may carry forward not more than three (3) days of the current year's vacation and may borrow not more than two (2) days from the subsequent year. Such requests shall not be unreasonably denied.

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

21.03 Vacation pay for each week of vacation shall be at the rate of two per cent (2%) of gross annual earnings, or current annual rate, whichever is greater.

21.04 An employee terminating employment at any time in the employee's vacation year, before the employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. On normal retirement an employee shall be entitled to the same vacation or vacation pay which the employee would have earned if the employee had continued in employment to the end of the fiscal year.

21.05 Scheduling of vacations shall be arranged in consultation with the employees.

21.06 Regular part-time employees shall be entitled to a paid vacation equal to four per cent (4%) of annual salary up to one year, after one year six per cent (6%) of annual salary, eight per cent (8%) of annual salary after ten (10) years, and ten per cent (10%) of annual salary after fifteen (15) years.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, dentist or homeopath, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Employees may not engage in any other paid employment while on sick leave from Western Counties Regional Library, except in cases where so recommended in writing by the employee's physician.

22.02 Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1-1/2) days for every month an employee is employed to a maximum accumulation of one hundred ninety (190) days.

22.03 Where no one other than the employee can provide for the needs during an illness of an immediate member of the employee's family (as defined in Article 23.05), an employee shall be entitled after notifying the employee's supervisor, to use a maximum of five (5) accumulated sick leave days per year for this purpose. Such time shall be granted in amounts of not less than two (2) hours **or in situations where the employee must be replaced, an amount of not less than three (3) hours.**

Medical appointments and procedures which are cancelled for circumstances beyond the employee's control, the appointment time shall be cancelled, and the time returned to the employee's sick bank and the employee shall work as originally scheduled so long as the employee provides 48 (forty-eight) hours notice of the cancellation.

22.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

22.05 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that the employee was unable to carry out the employee's duties due to illness.

22.06 An employee with more than five (5) years of service who has exhausted all sick leave credits shall be allowed an extension of sick leave to a maximum of fifteen (15) working days. Upon the employee's return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of the employee's monthly accumulation. In the event that an employee leaves employment before the sick leave is repaid, the amount unpaid will be deducted from the employee's pay cheque.

22.07 Immediately after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

23.02 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in grievance and arbitration procedures.

23.03 Upon request of twenty-five (25) days to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies.

23.04 **1)** The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.

2) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's first term of office.

3) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during the employee's term of office. Such employee shall receive pay and benefits as provided for in this agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

23.05 An employee shall be granted a minimum of **seven (7)** consecutive calendar days leave without loss of pay and benefits if scheduled to work, effective midnight following the death, in the case of the death of a member of the immediate family (parent, current step-parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, **grandchild/step-grandchild** or former guardian). Notwithstanding the above, where the funeral and related services occur outside the province, such leave may be extended, including travelling time, not to exceed **nine (9)** days.

If a death occurs in the immediate family of an employee when the employee is at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's scheduled shift for that day.

An employee shall be granted a minimum of **five (5)** consecutive calendar days' leave without loss of pay and benefits in the case of death of a brother-in-law, or sister-in-law.

An employee shall be granted one (1) day's leave without loss of pay and benefits in the case of death of an aunt, uncle, niece, or nephew in order to attend the funeral.

In the event the funeral for any of the persons listed in Article 23.05 does not take place within the period of bereavement leave, the Employee may, upon written notification to the Employer, defer a day of their bereavement leave without loss of regular pay until the day of the funeral.

23.06 An employee who has completed the probationary period shall be entitled to pregnancy and parental leave in accordance with the Labour Standards Code.

23.07 The Employer, with advance notice, shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or as a subpoenaed witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court-subpoenaed witness, excluding payment for travelling, meals or other expense. The employee will present proof of service and the amount of pay received. The time spent by an employee required to serve as a court-subpoenaed witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

23.08 An employee shall be permitted a leave of absence with pay and without loss of seniority and benefits to write examinations pertaining to employment to up-grade the employee's employment qualifications.

23.09 An employee shall be entitled to leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. If possible, employees shall give twenty (20) days' advance notice.

23.10 The Employer will grant one (1) day leave per year with pay for personal reasons. Such leave must be requested in writing by the employee and such request will not be unreasonably refused.

23.11 An employee shall be entitled to Pregnancy, End of Pregnancy, and Parental Leave in accordance with the Nova Scotia Labour Standards Code.

An employee who experiences an End of Pregnancy shall be entitled to use accumulated sick leave during the leave.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 The Employer shall pay salaries and wages every two (2) calendar weeks based on normal hours in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of the employee's wages, overtime, and other supplementary pay and deductions. Payment shall be made by direct deposit to the employee's designated bank account.

24.02 Employees shall receive equal pay for equal work, regardless of sex.

24.03 When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, the employee shall receive the rate for the job. When an employee temporarily relieves in, or performs, the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than the employee's previous rate. Where the higher position is outside of the bargaining unit, the employee shall receive the rate of pay of the position filled, with a minimum increase of fifteen per cent (15%). The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.

24.04 When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

24.05 Mileage rates paid to an employee using the employee's own automobile for the Employer's business shall be at the rate currently in effect for Board members, with a minimum allowance of $4.00 per pre-authorized trip. All mileage must be approved in writing, if feasible.

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Existing classifications shall not be eliminated without prior discussion with the Union.

25.02 When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 – EMPLOYEE BENEFITS

26.01 The Employer shall continue to provide a health **and dental** insurance plan **to employees regularly scheduled to work seventeen and one-half (17.5) hours per week** on a **70/30** cost sharing basis **with the Employer paying 70% and the employee paying 30%.** When an employee is unable to work due to disability, the Employer will continue to cost-share benefit premiums for twenty-four (24) months following the exhaustion of paid sick leave credits.

The current plan and levels of benefits shall not be changed without mutual agreement between the parties.

26.02 The Group Life Insurance Plan shall remain in effect. The Employer shall pay on a 50/50 cost sharing basis for the Group Life Insurance Plan allowing for double times the employee's annual salary, for all employees who work **seventeen and one-half (17.5)** hours a week or more.

26.03 All terms and conditions of the Pension Plan in existence at the date of signing of the Collective Agreement shall now form part of this agreement.

The Pension Plan is Employee/Employer cost-shared with a contribution level of six percent (6%) contributed by the employee and a matching six percent (6%) contributed by the Employer.

Effective April 1, 2020, all eligible employees, as defined in Article 3, shall participate in the Pension Plan.

Effective April 1, 2020, all eligible employees, who have completed 500 hours of employment, shall be enrolled in the Multi-Sector Pension Plan (MSPP). The contribution rate shall be five percent (5%) contributed by the employee and a matching five percent (5%) contributed by the Employer in accordance with the terms and conditions as outlined in Appendix B to this Agreement.

Effective April 1, 2020, all eligible employees, who have completed 500 hours of employment, shall be enrolled in the Defined Contribution Plan.

The contribution rate shall be one percent (1%) contributed by the employee and a matching one percent (1%) contributed by the Employer.

26.04 All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing the employee's regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

26.05 The Long-Term Disability Plan currently in existence, or its equivalent, will continue for the life of this agreement.

The Employer and the employee shall cost-share the premiums of the LTD Plan on a 50/50 basis.

LTD premiums shall be waived for any employee in receipt of LTD Benefits.

The Employer shall continue to cost-share the Medical and Life premiums for an employee in receipt of LTD Benefits to a maximum of twenty-four (24) months from the date of approval for LTD Benefits.

ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY

27.01 The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work in accordance with the Nova Scotia Occupational Health and Safety Act. Both Parties agree to retain the present Joint Occupational Health and Safety Committee, **and are committed to following the *Occupational Health and Safety Act* as amended from time to time.**

27.02 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

27.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Employer where existing insurance does not apply.

27.04 All new and existing employees shall be required to receive paid WHMIS and First Aid Training.

ARTICLE 28 – TECHNOLOGICAL AND OTHER CHANGES

28.01 The Employer agrees to notify the Union in advance of technological or other changes which affect the rights of the employees and the conditions of employment.

28.02 No regular employee shall be dismissed by the Employer by virtue of technological changes or mechanization.

28.03 An employee who is displaced from the employee's job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority if available at no loss of normal earnings.

ARTICLE 29 – JOB SECURITY

29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee without prior discussion with the Labour-Management Committee.

29.02 When a provincial State of Emergency is declared, staff may be required to work in accordance with directions issued pursuant to orders arising from the Declaration. Every attempt will be made to notify staff as expeditiously as possible. Employees shall be paid for their regularly scheduled hours during the State of Emergency.

29.03 Each employee shall be allowed a maximum of twelve (12) hours paid storm time per year when unable to work due to inclement weather. This time is pro-rated for staff who work less than thirty-five (35) hours per week. Storm time not used in the year may not be carried forward to the following year, and no credit is given for storm time not taken.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Proper accommodation shall be provided for employees to have their meals and store and change their clothes where conditions permit.

30.02 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.

30.03 Work pertaining to Western Counties Regional Library service takes precedence. Clerical work for outside organizations shall be on a voluntary basis.

ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS

31.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

31.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclaimed, 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 and either Party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 32 – GENERAL

32.01 Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

ARTICLE 33 – TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from April 01, **2024** to March 31, **2027**, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing at least ninety (90) days prior to the 30th day of September in any year that it desires its termination or amendment.

33.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

33.03 Either Party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party of the changes proposed. Within twenty (20) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement.

33.04 An employee who has severed 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, salaries or other perquisites.

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

ARTICLE 34 - BENEFIT AND BINDING

34.01 This Agreement shall remain in full force and effect until such time as a new agreement has been entered into.

34.02 In the event a new Agreement is not entered into beyond the anniversary date of this Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

34.03 This Agreement and everything contained herein will enure to the benefit and be binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals, the day and year first above written.

SIGNED this 23 day of June A.D., **2024**.

Western Counties Regional Library

(Witness)

Canadian Union of Public Employees, Local 2530

(Witness)

SCHEDULE "A" – WAGES

Effective April 1, 2024:

Job Title	Classification	Expired Rate	April 1, 2024
Library Clerk 1 – Inter-Library Loans (HQ)	1	**$ 17.99**	**$ 18.86**
Caretaker	2	**$ 18.75**	**$ 19.62**
Library Branch Clerk (former Library Clerk I, Library Clerk III, Library Clerk IV)	2	**$18.75**	**$ 19.62**
Library Branch Clerk (former Library Clerk III) / Delivery Driver	3	**$ 19.55**	**$ 20.42**
Library Clerk Typist II – Acquisitions (HQ)	4	**$ 20.37**	**$ 21.24**
Library Clerk Typist IV – Automation Trainer (HQ)	4	**$ 20.37**	**$ 21.24**
Library Clerk IV (HQ)	4	**$ 20.37**	**$ 21.24**

The above wage rates will expire on March 31, **2025**. Upon government funding formula being established for the fiscal year beginning April 01, **2025**, the Parties shall re-open negotiations to negotiate a wage rate effective April 01, **2025**.

Employees on probation will receive twenty-five cents ($0.25) per hour less than the regular employees' rate. Following successful completion of probation, the rate listed for regular employees shall apply.

Present Incumbent Only (PIO) Protection

Employees whose classification shall be assigned to a lower paying rate as a result of the Classification Review Process shall have their current wage rate maintained through Present Incumbent Only (PIO) Protection. Employees with PIO Protection shall not have their rate of pay reduced and shall continue to receive general economic adjustments on their rate as provided to all other employees.

Future employees acquiring positions in these classifications shall be paid at the established rate for the position.

Employees will be assigned PIO status who presently hold positions in the classifications of Library Clerk IV – Library Branches.

SIGNED this 20 day of June A.D., **2024**.

Western Counties Regional Library

(Witness)

Canadian Union of Public Employees, Local 2530

(Witness)

APPENDIX "B"

This Appendix is attached to and forms part of the Collective Agreement as referenced in Article 26.03.

In this Article, the terms used shall have the meanings described:

1. (a) "Plan" means the Multi-Sector Pension Plan.

   (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;

      (i) the straight time component of hours worked on a holiday; and

      (ii) holiday pay, for the hours not worked; and

      (iii) vacation pay; and

      (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.

   All other payments, premiums, allowances and similar payments are excluded.

   (c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the Employer.[1]

2. Commencing April 1, 2020 each Eligible Employee shall contribute for each pay period an amount equal to 5 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 5 % of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such for to the Plan if the Administrator so requests.

[1] Not to exceed 500 hours

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) **To be Provided at Plan Commencement**

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date;

gender.

(b) **To be Provided with each Remittance**

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

full address;

termination date where applicable (MM/DD/YY);

marital status, and any change to marital status;

date of death (if applicable).

(d) **To be Provided Annually but no later than December 31**

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence;

hours worked by Employees covered by the collective agreement who are not yet Eligible Employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto.

PARTICIPATION AGREEMENT

The Agreement made this 20 day of June **2024**

BETWEEN:

WESTERN COUNTIES REGIONAL LIBRARY
(the "Employer")

- and –

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES
(the "Trustees")

In consideration of the Employer becoming a participating employer, commencing April 1, 2020, in the Multi-Sector Pension Plan (the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 2530 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.

2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.

3. Notwithstanding the provisions of Paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability

upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.

6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(a) **To be Provided at Plan Commencement**

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employers' Fund entry date;

gender.

(b) **To be Provided with each Remittance**

name;

Social Insurance Number;

monthly remittance;

pensionable earnings:

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

full address;

termination date where applicable (MM/DD/YY);

marital status;

date of death (if applicable).

(d) **To be Provided Annually but no later than December 31**

current complete address list for all eligible employees;

period(s) of absence due to illness or disability, including WSIB;

period(s) of layoff, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence;

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

SIGNED this 20 day of June A.D., **2024**.

Western Counties Regional Library

(Witness)

Canadian Union of Public Employees, Local 2530

(Witness)

LETTER OF UNDERSTANDING

BETWEEN:

WESTERN COUNTIES REGIONAL LIBRARY

- and -

CUPE LOCAL 2530

The Parties agree as follows regarding Article 17.01:

That, in a lay-off situation, an employee who intends to bump a junior employee must possess the qualifications of the position of the junior employee and be able to perform the entire functions of the position in a competent manner within two weeks of assuming the position.

SIGNED this 30 day of [illegible] A.D., **2024**.

Western Counties Regional Library

(Witness)

Canadian Union of Public Employees, Local 2530

(Witness)

LETTER OF UNDERSTANDING

BETWEEN:

WESTERN COUNTIES REGIONAL LIBRARY

- and -

CUPE LOCAL 2530

RE: EASTER SUNDAY

Branches will not be open on Easter Sunday. Where they might normally be open on Easter Sunday, they will be open Easter Monday instead.

SIGNED this 20 day of June A.D., **2024**.

Western Counties Regional Library

(Witness)

Canadian Union of Public Employees, Local 2530

(Witness)

MEMORANDUM OF AGREEMENT:

RE: TEMPORARY REDUCTION OF HOURS

1. Full-time employees may apply for a temporary reduction of their regular scheduled hours.

2. Requests shall be sent in writing to the Director indicating the amount of hours to be reduced and the duration of the reduced hours.

3. Requests shall be for a period of not less than 6 months and not more than 12 months.

4. Requests shall not be unreasonably denied. Approval shall be subject to operational requirements necessary for the Employer to maintain service obligations.

5. A leave may be extended upon written request and shall be considered in accordance with the conditions above, other than temporary reductions shall not be continued beyond an uninterrupted period of twenty-four (24 months).

6. The hours which become available as a result of an approved reduction shall be offered in the order of seniority to other qualified part-time employees in the branch where the additional hours have become available. If there are no part-time employees available or no part-time employees interested in accepting the additional available hours at the branch, the temporary additional hours will be posted.

SIGNED this 21 day of June A.D. **2024**.

Western Counties Regional Library

(Witness)

Canadian Union of Public Employees, Local 2530

(Witness)

MEMORANDUM OF UNDERSTANDING

Between:

WESTERN COUNTIES REGIONAL LIBRARY

And

CUPE LOCAL 2530

Re: New Part-Time Positions

Whereas some casual positions have become regular and recurring work that is needed to deliver service to the public and maintain ongoing branch operations, the parties agree as follows:

1. A total of five (5) casual positions shall be converted to part-time positions in accordance with the hours of work set out in Article 18.

2 The five (5) positions are as follows:
   a. Digby Casual
   b. Digby Casual
   c. Shelbourne Casual
   d. Shelbourne Casual
   e. Lockeport Casual.

3. Only the above noted five (5) positions shall be affected by this agreement.

4. The current casual incumbents in the positions above shall be placed in the part-time positions in lieu of the steps in Article 16.

5. Seniority for the five (5) employees shall be effective from [**same date as para 6**].

6. The effective date of this change shall be [**insert**].

Signed this __ day of May, 2024.

Western Counties Regional Library

Canadian Union of Public Employees, Local 2530

LETTER OF UNDERSTANDING

WAGE RE-OPENER

As per Schedule "A" – Wages of the signed Collective Agreement between the Western Counties Regional Library and the Canadian Union of Public Employees, Local 2530 effective April 01, 2024 to March 31, 2027, the following wage increases were negotiated, voted on and accepted by the members of CUPE Local 2530.

WESTERN COUNTIES REGIONAL LIBRARY
WAGE INCREASES
APRIL 1, 2025 – MARCH 31, 2026

Classification	Current Rate	Wage Increase $1.50 / Hour
U1 Library Clerk 1 Inter-Library Loans (HQ)	$ 18.86	$ 20.36
U2 Caretaker Library Branch Clerk (former Library Clerk I, Library Clerk III, Library Clerk IV)	$ 19.62	$ 21.12
U3 Library Branch Clerk (former Library Clerk III, Delivery Driver)	$ 20.42	$ 21.92
U4 Library Clerk Typist II - Acquisitions (HQ) Library Clerk Typist IV - Automation Trainer (HQ) Library Clerk IV (HQ)	$ 21.24	$ 22.74

The above wage rates will expire on March 31, 2026. Upon government funding formula being established for the fiscal year beginning April 01, 2026, the Parties shall re-open negotiations to negotiate a wage rate effective April 01, 2026.

SIGNED this 11 day of December 2025.

WESTERN COUNTIES REGIONAL LIBRARY

Kathy Bourque

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2530

Karen Doucet

Karen Comeau

Bonnie Lescuttte