

COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4740**



and

DEEP RIVER PUBLIC LIBRARY BOARD

March 1, 2024, to February 29, 2028

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

1. To maintain and improve relations between the Employer and the Union and provide settled and just conditions of employment.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, 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 the Deep River Public Library Board.

Therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the Employer has all the regular and customary rights of management except insofar as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

2.02 The Union agrees that the regular and customary rights of Management generally include the right:

- (a) to maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union), and must be consistent with the provisions of the Collective Agreement;
- (b) to hire, discharge, direct, transfer, classify, promote, demote, suspend or discipline its employees, and increase or decrease the working force;
- (c) to determine schedules, shifts, hours, the contents of jobs, requirements, and to assign work to employees.

2.03 A claim by the Union of unjust rules and regulations, discrimination, discharge, suspension or discipline may be the subject of a grievance under this Agreement.

2.04 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of their employment, except through just cause.

The Employer agrees to abide by the Ontario Human Rights Legislation and its Regulations.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4740 as the sole and exclusive collective bargaining agent for all of its employees of the Deep River Public Library Board in the County of Renfrew, save and except the Chief Librarian and persons above the rank of Chief Librarians, and student pages.

3.02 During the term of the Collective Agreement, the Employer agrees there will be no lock-out and the Union agrees there will be no strike.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 All employees shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union.

ARTICLE 5 - DUES RECEIPTS

5.01 Check-off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Check-Off and Deductions of Union Dues

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the name, addresses and telephone numbers of all employees from whose wage deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

6.02 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. An Officer 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 7 - CORRESPONDENCE

7.01 Correspondence

A copy of any correspondence between the Employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or their designate, and the National Representative assigned to the Local.

ARTICLE 8 - UNION MEETINGS

8.01 The Board may allow the Union to hold its meetings on Library premises at no cost, provided such space is available.

ARTICLE 9 - UNION REPRESENTATION

9.01 The Local Union shall be entitled to utilize the services of the CUPE National Representative(s) when dealing with and/or negotiating with the Employer.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

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 It is agreed that a joint committee will be established with not more than two (2) representatives of CUPE Local 4740 and not more than two (2) representatives of the Employer. This Committee shall meet at least two (2) times per year at a mutually convenient time and date provided an agenda is provided in advance to discuss matters of mutual concern, which may help to promote improvement of labour/management relations. Employees shall be paid the regular scheduled time lost for time spent in Committee meetings. The Chief Librarian or their designate and the Union President or their designate shall jointly share the duties of Chairperson. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

10.03 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union members of the Committee. The National Representative shall be the spokesperson in addition to the two (2) members of the Union.

10.04 Meeting of Committee

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 fifteen (15) calendar days from the giving of notice, or such longer period as the parties may agree upon.

10.05 Time Off For Meeting

Any representative of the Union bargaining committee, who is in the employ of the Employer and scheduled to work, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration, nor loss of any rights, privileges and/or benefits.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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 may assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 Names of Stewards

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

11.03 Grievance Committee

The Grievance Committee shall be composed of the President, Secretary and the steward.

11.04 Permission to Leave Work

The Employer agrees that the Steward(s) 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 by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor.

11.05 Definition of Grievance

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

11.06 Settling of Grievances

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

Prior to formally initiating a written grievance, it is understood that the employee must first have brought the issue/complaint to their CEO or designate. The employee, accompanied by the Union representative, shall take the matter up verbally with the CEO or designate within nine (9) working days of the date upon which the employee(s) first became aware, or should have become aware of the facts giving rise to the complaint. The CEO or designate will give their written decision to the Steward within six (6) days of receipt of the grievance. Failing satisfactory resolve, then, the formal process shall commence at Step 1.

(b) All grievances must be in writing with a sentence explaining the violation of the Collective Agreement, noting the Clause(s) violated and the redress sought. Replies to grievances stating reason(s) grievance is denied, or settled, shall be in writing at all stages.

(c) The aggrieved employee(s) shall submit the grievance to their Steward.

Step 1

Failing settlement of the grievance at the complaint stage, the grievance may be submitted within twelve (12) days of the response from the CEO or designate to the Library Board Chair or designate, at the same time advising what redress is sought. The Library Board Chair or their designate, together with appropriate management representatives, shall meet with the grievor and

the Union Grievance Committee within nine (9) days of receipt of the grievance. The Employer shall give a written reply within nine (9) days of the meeting.

Failing settlement of the grievance at Step 1, the Union may refer the matter to arbitration within thirty (30) days from the date of the Employer's response in Step 1.

11.07 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 1 within twelve (12) calendar days following the circumstances giving rise to the complaint or grievance.

11.08 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Employer within twelve (12) days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. No more than one employee will represent a group grievance.

11.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

11.10 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 1 of the grievance procedure may be by-passed.

11.11 Replies in Writing

Replies to grievances stating reasons grievance is denied or settled, shall be in writing at all stages.

11.12 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar

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

11.13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

11.14 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay, benefits and/or privileges for the total time involved in grievance and arbitration procedures if employee was scheduled to work.

11.15 Grievance on Layoffs and Recall

To commence at last step of grievance procedure.

ARTICLE 12 - ARBITRATION

12.01 Either party may, by mutual agreement of the parties, refer a grievance to a single Arbitrator. The request shall be in writing and may be registered mail addressed to the other party of the Agreement. The Arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on a single Arbitrator, by mutual consent, the Ontario Labour Relations Board may be asked to appoint an Arbitrator. The parties shall jointly, in equal shares, bear the expenses of the Arbitrator.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within fourteen (14) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Board Procedure

(a) In resolving disputes, an arbitration board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.

(b) The arbitration board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

12.04 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 Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

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

12.06 Expenses of the Board

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints.
2. One-half of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

12.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangement shall be made to permit the conferring parties or 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 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Procedures

An employee may be disciplined or discharged for just cause and upon the authority of the Employer.

When the Employer deems it necessary to discipline or discharge an employee, the employee shall be advised by the Employer of their right to have a representative of the Union present.

The discipline or discharge shall be discussed in private so as to protect the dignity of the employee. The Union shall be advised in writing by the Employer of the action taken within five (5) working days.

13.02 Unjust Suspension or Discharge

(a) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11.06 – Grievance Procedure, within seven (7) days after such discharge or suspension. Grievances regarding suspension and discharge will start at Step 1.

(b) An employee who is found to have 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 the amount equal to their normal earnings or by any other compensation arrangement 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.

13.03 Designation of Supervisor

Every employee shall be notified of the name of their immediate designated supervisor.

13.04 Personnel Records

The personnel records of an employee, or former employee, shall not be shared in any manner with any other Employer or agency, without the prior consent of the employee concerned.

An employee shall have the right to have access to and review their personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right, upon written request, to make copies of any material contained in their personnel record.

Any record of disciplinary warning/action shall be purged from the employee's file after eighteen (18) months of being on file.

13.05 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the calling of heads or tails and a coin toss. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly Hired Employees

A newly hired full-time employee shall be on probation only for the first three (3) months of their employment. A newly hired part-time employee shall be on probation only for the first four hundred and fifty hours (450) of their employment. 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.

The probation period may be extended once with written consent from the Union, the employee and the Employer.

14.04 Seniority

(a) An employee shall retain and accrue seniority when:

- (i) actually at work for the Deep River Public Library Board;
- (ii) absent due to a paid leave of absence;
- (iii) absent on vacation or on paid holidays;
- (iv) absent on education leave up to a maximum of twelve (12) months;
- (v) absent due to injury or illness covered by the Workplace Safety and Insurance Board (WSIB) up to a maximum of twenty-four (24) months. An employee will be returned to their pre-injury job classification or equivalent if available, consistent with this Collective Agreement;
- (vi) absent on statutory pregnancy and parental leave.

- (b) An employee shall retain but not accrue seniority when:
- (i) absent without pay due to illness for a period not to exceed twelve (12) months;
 - (ii) absent on an unpaid leave granted for educational purposes beyond twelve (12) months;
 - (iii) absent on a layoff for a period of up to twenty-four (24) consecutive months;
 - (iv) absent on personal leave without pay for a period of up to twenty-four (24) consecutive months
- (c) Seniority shall terminate and an employee shall cease to be employed by the Deep River Public Library Board when the employee:
- (i) voluntarily terminates employment with the Deep River Public Library Board;
 - (ii) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (iii) is off the payroll due to layoff for a period of more than twenty-four (24) consecutive months;
 - (iv) is off the payroll as a result of an unpaid sick leave of absence for a period of more than twenty-four (24) consecutive months;
 - (v) is absent as a result of a compensable accident under the Workers' Compensation Act for more than twenty-four (24) consecutive months;
 - (vi) is absent without leave for three (3) consecutive days without giving a reason satisfactory to the Deep River Public Library Board;
 - (vii) fails to report to work within ten (10) working days after receipt of, or the return of a registered letter of recall from the Deep River Public Library Board sent to the employee's last known address, without giving a reason satisfactory to the Deep River Public Library Board.
- (d) A term employee who is hired as a regular full-time or part-time employee without interruption in service shall, upon successful completion of the probation period required by Article 14.03, be credited with service and seniority from the date of first employment as a term employee.

14.05 Transfer 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. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of ninety (90) days. If an employee returns to the bargaining unit, they shall be placed in the position they held immediately prior to leaving the bargaining unit if available, or a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs and the Employer intends to fill, the Employer shall notify the Union in writing as soon as possible and post notice of the position on all bulletin boards for a minimum of seven (7) working days.

15.02 Information in Postings

Such notice shall contain the following information consistent with the job description:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

15.03 No Outside Advertising

The Board will not advertise such vacancies externally nor hire any new employee for such positions until it has considered applications from within the bargaining unit. The position will be filled by a member provided they have the necessary qualifications and the ability to perform the particular work required.

15.04 Role of Seniority in Promotions, Transfers, and Staff Changes

Both parties recognize:

1. the principle of promotion within the service of the Employer
2. that job opportunity should increase in proportion to length of service

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

15.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be given a trial period of two (2) months, during which time they will receive the necessary training for the position. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they

shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement 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 sent to each applicant and a copy posted on all bulletin boards. If an unsuccessful candidate wishes they may inquire, to the Employer, as to reasons why they were not successful and the Employer shall inform them of such reasons the employee was denied the position. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

15.07 Promotions Requiring Higher Qualifications

If no employee is appointed to a vacancy in accordance with Article 15.04, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the employee shall revert to their former position.

15.08 Educational Allowance

The Employer shall pay the cost of an academic or technical course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing.

15.09 Job Evaluation/Pay Equity

The purpose is to reach agreement with respect to the process to carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the maintenance provisions of the *Pay Equity Act* as amended, and the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program, between the Corporation of the Deep River Public Library Board and the Canadian Union of Public Employees (CUPE) Local 4740 ("the parties").

To jointly implement a single Gender-Neutral Job Evaluation Plan using the CUPE Evaluation Tool to achieve equal pay for work of equal value for all jobs within the CUPE Local 4740 Bargaining Unit at the Deep River Public Library Board. This plan will encompass the following main factors detailed in the *Pay Equity Act*.

- (a) Skill
- (b) Effort
- (c) Responsibility
- (d) Working conditions

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force, a reduction in the regular hours of work or a reduction in an employee's wages as defined in this Agreement.

16.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their job classification and bargaining unit seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority and qualifications.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.05 Advance Notice of Layoff

Permanent Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be permanently laid off four (4) weeks prior to, or the Employment Standards Act, whichever is greater, the effective date of layoff. 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.

Temporary Layoff

In the event of a temporary layoff, the notice under the Employment Standards Act will prevail. A temporary layoff shall be caused by a catastrophic nature (i.e. flood, fire, etc.).

ARTICLE 17 - HOURS OF WORK

- 17.01** A normal work week shall consist of thirty-five (35) hours on a seven (7) day (Monday to Sunday) basis for all full-time employees.
- 17.02** The scheduled hours of work for part-time employees shall not exceed 30 hours per week save and except; for relief or for replacement of an employee absent from work.
- 17.03** Work schedules shall consist of four (4) consecutive weeks and shall be posted on the bulletin board two (2) weeks in advance. The hours of work will be determined by the employer. Hours of work will include the time required for the opening and closing of the Library.
- 17.04** Once posted, the schedule shall not be changed without forty-eight (48) hours notice to the employee.
- 17.05** No employee shall work more than one (1) weekend or part thereof in four (4), unless mutually agreed between the Employer, the Union and the Employee.

17.06 Breaks

The following will apply:

1. In a seven (7) hour shift, there shall be a one (1) hour unpaid meal break and two fifteen (15) minute paid breaks.
2. For a shift between six (6) and seven (7) hours, there shall be a one (1) hour unpaid meal break and one (1) fifteen (15) minute paid break.
3. For a shift between four (4) and six (6) hours, there shall be one (1) fifteen minute paid break.

17.07 Call Ins

Employees who are called in to work will be guaranteed a minimum of three (3) hours work or pay in lieu.

ARTICLE 18 - OVERTIME

18.01 Full-Time

Authorized work performed by regular full-time employees outside the scheduled hours of work shall be considered overtime and shall be paid at the rate of time and one-half (1 ½).

18.02 Part-time

A part-time employee shall receive time and ½ their regular straight time with pay for all hours in excess of seven (7) hours per day or thirty-five (35) hours per week.

18.03 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

18.04 Sharing of Overtime

Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.

18.05 Minimum Overtime

Overtime work shall be on a voluntary basis.

18.06 Time Off in Lieu of Overtime

Instead of payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreeable to employee and Employer. If an employee is unable to use up their overtime by December 31st of the year it is earned, they shall be paid out at the overtime rate on a separate cheque the 1st full pay in January.

ARTICLE 19 - PAID HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holiday:

- New Year's Day
- Family Day (3rd Monday in February)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- National Day for Truth & Reconciliation
- Thanksgiving Day
- Christmas Day
- Boxing Day
- One Floating Holiday

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

The date of the Floating Holiday shall be at the mutual agreement between employee and Employer.

19.02 When any of the above-noted paid holidays fall on a Sunday and is not declared or proclaimed as being observed on some other day the Employer shall notify the Union in writing a minimum of one (1) month in advance of the holiday when the holiday will be observed.

19.03 Pay for Regularly Scheduled Work on a Paid Holiday

An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off with pay, in lieu of holiday pay, at a time mutually agreeable between employee and Employer.

19.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted paid holidays fall on an employee's scheduled days off, the employee shall receive a day's pay or another day off with pay at a time mutually agreeable between employee and Employer.

19.05 On Christmas Eve and New Years Eve Day an employee will be permitted to make up any loss of hours due to early closing times at a mutually agreed upon time during the following pay period.

ARTICLE 20 - VACATIONS

20.01 Procedure document on vacation scheduling process

The vacation year is from January 1st until December 31st of a year.

Full-time employees shall receive an annual vacation in accordance with the employee's years of employment as follows:

Less Than One Year	1¼ Working Days for Each Month
One Year or More	3 weeks
In the Calendar Year of the 7 th Anniversary and Each Year Thereafter	4 weeks
In the Calendar Year of the 12 th Anniversary and Each Year Thereafter	5 weeks

Part-time vacation pay will be determined by averaging the number of hours worked or paid in the previous year. Vacation entitlement shall be based on the above vacation formula.

Part-time employees may take approved vacation with pay as single days not to exceed the employee's calculated entitlement.

Part-time employees shall receive a vacation period equivalent to one calendar week, but paid the average hours per week they would normally have worked.

20.02 Banking Vacation Credits

An employee shall be allowed to carry forward up to one full year's accumulated vacation to the following year.

20.03 Compensation for Holidays Falling Within 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 designated by the employee and as approved by the Employer. Such approval shall not be unreasonably withheld.

20.04 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

20.05 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

20.06 Vacation Schedules

Vacation schedules shall be posted by March 1st of each year and shall not be changed without the consent of the affected employees. Vacations shall commence immediately following an employee's regularly scheduled Sunday day off. No employee will be obliged to schedule vacation that is not agreeable to them. The Employer shall advise employees regarding their application for scheduled vacation within one (1) week of receipt of the application. When more than one employee requests the same vacation time off, seniority shall govern.

20.07 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave 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 the employee's option.

20.08 Except where legislation or this Collective Agreement dictates otherwise, vacation leave of absence and pay shall not accrue after thirty (30) continuous days of a period of leave of absence.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

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, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

21.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1 1/4) days for every month an employee is employed, which equates to fifteen (15) days per year. The parties acknowledge that employees work a variety of hours per shift, therefore for any day off under this language, the employee will be compensated for their regularly scheduled hours for that day.

21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefits. When an employee is given a leave of absence without pay for any reason or is laid off on account of lack of work, they shall not be entitled to receive pay for sickness for the period of such absence. Sick leave will not accumulate during any WSIB absence.

21.04 Deductions from Sick Leave

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

21.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

21.06 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

21.07 Compassionate Leave

An employee's sick leave may be used when it is necessary for an employee to be with a sick family member or take a family member to a medical appointment or to the hospital. Family in this case is defined as mother, father, spouse or children of the employee. Leave granted under this clause shall not exceed five (5) incidents per year.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at convention shall be allowed leave of absence with pay and benefits. Leave of absence with pay and without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. However, the Union shall reimburse the Employer for all the employees' pay and benefits during the period of absence.

22.02 Paid Bereavement Leave

- (a) An employee shall be granted a minimum of five (5) regularly scheduled work days, without loss of pay or benefits, in the case of death and three (3) days for serious illness of a spouse. Spouse to be defined to include same sex spouse and common-law spouse as defined under the Family Act legislation.
- (b) An employee shall be granted a minimum of three (3) regularly scheduled days' leave, without loss of pay or benefits, in the case of death or serious illness of a parent, brother, sister, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, spouse's grandparent, grandchild, former guardian, fiancé. A relative shall include a person related by marriage, adoption, or common law.

22.03 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

During the period of maternity leave, the Employer shall continue to pay the hospital, medical, dental disability, group life, pension and other benefits of this Agreement provided the employee maintains their portion of benefit coverage.

22.04 Time off for Elections

Employees shall be allowed as per legislation, time off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

22.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount

received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

22.06 General Leave

An employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request to include educational leave and shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Day

The Employer shall pay salaries and wages bi-weekly 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 their wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement. Any errors or omissions and/or overpayment shall be corrected on the next pay period.

23.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time they perform that job.

An employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher paying position carrying a salary range shall be placed in an experience grade in the new classification which is next higher than the previous rate.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After three (3) months at the higher rate, the employee shall be reclassified at that rate.

23.03 Pay on Transfer, Lower Rated Job

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

23.04 Travel

Staff will be compensated at either their regular rate of pay for working hours spent at conferences and workshops, or with equivalent time off in lieu of payment. Time off would be taken at a mutually agreeable time.

Travel time will be compensated with equivalent time off in lieu of payment. This does not include meal times. Mileage will be paid as per the current town by-law.

Staff must indicate on their time sheet how they wish to receive payment.

23.05 Legal Fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an employee or statutory officer by virtue of the performance or non-performance of their employment duties.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Description

The Employer agrees to provide job descriptions for all positions for which the Union is bargaining agent.

24.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior notification with the Union as far in advance as possible.

24.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, 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 for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

24.04 Job Classification

Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of the job have changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- (a) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form.
- (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Joint Job Evaluation Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and Supervisor to complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews shall be held with incumbents and/or Supervisors and/or visits to the workplace.
- (c) Where the job description has been changed, the Committee shall meet to rate each subfactor of the job and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision. The rating of the job shall determine the pay grade of the job.

ARTICLE 25 - EMPLOYEE BENEFITS PLANS

25.01 OMERS

Participation in OMERS will be consistent with OMERS Guidelines.

25.02 Workers' Safety and Insurance Protection

All employees shall be covered by the Workers' Safety and Insurance Act and its Regulations.

25.03 Continuation of Rights and Benefits

An employee receiving payment for a compensation injury under Workers' Safety and Insurance Board shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement for a total of two (2) years. While on WSIB, the Employer shall continue to pay their share of all premiums for employee benefit plans, including the pension plan, based on one hundred percent (100%) of earnings.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

The parties agree to abide by the Occupational Health and Safety Act and its regulations.

26.02 Time Off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend approved educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

26.03 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

ARTICLE 27 - JOB SECURITY

27.01 Restriction on Contracting-Out

The Board agrees that no member of the bargaining unit shall be laid off by reason of work being contracted out by the Board.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals; and to store and change their clothes.

28.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employee 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 29 - COPIES OF AGREEMENT

29.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, at their own costs, sufficient copies of the Agreement in booklet form within thirty (30) days of signing.

ARTICLE 30 - GENERAL

30.01 Diversity and Inclusion

The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to identify.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from **March 1, 2024, to February 29, 2028**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date that it desires amendments to the Collective Agreement.

31.02 Changes in Agreement

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

31.03 All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

Signed this 31st day of July 2024.

FOR THE UNION

A Parker
Adler
Brown

FOR THE EMPLOYER

J. Mueller
[Signature]
Walter Gaudin

Schedule "A" - Wages

Position	Department	March 1, 2024 (4.00%)
Library Assistant	Local History & Audio Services	\$ 24.35
Library Assistant	Interlibrary Services	\$ 24.35
Library Assistant	Support Services	\$ 24.35
Library Assistant	Administration	\$ 24.35
Library Assistant	Children's Services	\$ 24.35

Position	Department	March 1, 2024 (\$1.00/hr)
Library Assistant	Local History & Audio Services	\$ 25.35
Library Assistant	Interlibrary Services	\$ 25.35
Library Assistant	Support Services	\$ 25.35
Library Assistant	Administration	\$ 25.35
Library Assistant	Children's Services	\$ 25.35

Position	Department	March 1, 2025 (3.25%)
Library Assistant	Local History & Audio Services	\$ 26.17
Library Assistant	Interlibrary Services	\$ 26.17
Library Assistant	Support Services	\$ 26.17
Library Assistant	Administration	\$ 26.17
Library Assistant	Children's Services	\$ 26.17

Position	Department	March 1, 2026 (3.25%)
Library Assistant	Local History & Audio Services	\$ 27.02
Library Assistant	Interlibrary Services	\$ 27.02
Library Assistant	Support Services	\$ 27.02
Library Assistant	Administration	\$ 27.02
Library Assistant	Children's Services	\$ 27.02

Position	Department	March 1, 2027 (3.00%)
Library Assistant	Local History & Audio Services	\$ 27.83
Library Assistant	Interlibrary Services	\$ 27.83
Library Assistant	Support Services	\$ 27.83
Library Assistant	Administration	\$ 27.83
Library Assistant	Children's Services	\$ 27.83

Increases to the salary schedule shall be retroactive to March 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between March 1, 2024 and February 29, 2028 they shall be entitled to the pro-rated amount of such payment.

The Employer will endeavour to provide all retroactivity within thirty (30) days of receiving written notice of ratification. If the retro is not paid within forty-five (45) then thereafter interest will be paid.

All retroactivity will be paid to employees by a separate itemized direct deposit on a non-pay week.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Letter of Understanding

between

The Deep River Public Library Board

and

The Canadian Union of Public Employees and its Local 4740

WHEREAS the Union proposed in negotiations that a % in lieu be added to the Collective Agreement;


AND WHEREAS the Employer heard the proposal, but is unable to act on it in the first year of the Collective Agreement;


AND WHEREAS the parties then entertained what a benefit package could look like for the Library employees.


NOW THEREFORE the parties agree to meet to explore benefit plan options, and the costs of those options for a benefit package for all staff working at the Deep River Public Library. Any benefit plan proposed would require the Board's approval.

Signed this 31st day of July 2024.

FOR THE UNION







FOR THE EMPLOYER

