

COLLECTIVE AGREEMENT

BETWEEN

THE CLARENCE-ROCKLAND PUBLIC LIBRARY
(Hereinafter "the Employer")



Bibliothèque publique
Clarence-Rockland
Public Library

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4985
(Hereinafter "the Union")

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

January 1st, 2025, to December 31st, 2027

Table of Contents

ARTICLE 1 – PREAMBLE	4
ARTICLE 2 – AGREEMENT AND DEFINITIONS	4
ARTICLE 3 – DISCRIMINATION AND HARASSMENT	6
ARTICLE 4 – MANAGEMENT RIGHTS	6
SECTION 5 – STRIKE OR LOCKOUT	7
ARTICLE 6 – UNION RECOGNITION	7
ARTICLE 7 – UNION SECURITY	9
ARTICLE 8 – INFORMATION FOR NEW EMPLOYEES	10
ARTICLE 9 – UNION REPRESENTATIONS, COMMITTEES AND DELEGATES	10
ARTICLE 10 – GRIEVANCE PROCEDURE	12
ARTICLE 11 – ARBITRATION	14
ARTICLE 12 – HEALTH AND SAFETY	15
ARTICLE 13 – DISCIPLINARY MEASURES	15
ARTICLE 14 – SENIORITY	16
ARTICLE 15 – POSTING PERIOD	21
ARTICLE 16 – WORKING HOURS	22
ARTICLE 17 – OVERTIME	24
ARTICLE 18 – WAGES	25
ARTICLE 19 – STATUTORY HOLIDAYS	27
ARTICLE 20 – VACATION LEAVE	28
ARTICLE 21 – MATERNITY AND/OR PARENTAL LEAVE	31
ARTICLE 22 – SICK LEAVE	31
ARTICLE 23 – BEREAVEMENT LEAVE	33
ARTICLE 24 – AUTHORIZED LEAVES	34
ARTICLE 25 – HEALTH AND WELLNESS PLANS	36
ARTICLE 26 – TRAVEL ALLOWANCE	37
ARTICLE 27 – COPIES OF THE COLLECTIVE AGREEMENT	37
ARTICLE 28 – WORK IN HIGHER OR LOWER CLASSIFICATION	38
ARTICLE 29 – RETIREMENT PLAN	38
ARTICLE 30 – PROFESSIONAL DEVELOPMENT AND TRAINING	38
*ARTICLE 31 – DURATION OF THE AGREEMENT	39
APPENDIX A	41
SALARY SCALE	41

LETTER OF AGREEMENT #1	43
RE. Changes to the Classification System, Job Titles, and Salary Scale	43
LETTER OF AGREEMENT #2	45
RE. Manager of Client Services Position	45

ARTICLE 1 – PREAMBLE

1.01 Goals

The parties bound by this agreement mutually agree to:

- 1.01.01** maintain and improve harmonious relationships and conditions of employment between the Employer and the Union;
- 1.01.02** recognize the value for each of the parties bound by this agreement of discussions and joint negotiations on matters pertaining to work conditions, employment, years of service, etc.;
- 1.01.03** promote high morale, well-being and safety of all employees who are members of the bargaining unit;
- 1.01.04** facilitate prompt and peaceful resolution of disputes which may arise between employees who are members of the bargaining unit and the Employer;
- 1.01.05** promote mutual respect between parties;
- 1.01.06** ensure the efficient functioning of the Employer's operations.

ARTICLE 2 – AGREEMENT AND DEFINITIONS

2.01 Agreement

Emploi au singulier féminin

Partout où il est fait usage du nombre singulier ou du genre féminin dans la présente convention ceux-ci seront considérés comme représentant le pluriel ou le masculin lorsque le contexte l'exige. (Version français)

2.02 Definitions

- 2.02.01** **Year:** as used herein, means a full calendar year from January 1st to December 31st.
- 2.02.02** **Employee:** as used herein, means an individual employed by the Clarence-Rockland Public Library who is a member of the Local 4985 Bargaining Unit.
- 2.02.03** **Employer:** means the Clarence-Rockland Public Library Board or their designated representative.

- 2.02.04 Day:** means a continuous 24-hour period from 12:00 AM to 11:59 PM.
- 2.02.05 Business Day:** means a day of the week, except for Sunday, a statutory holiday, or any substitute day for a statutory holiday.
- 2.02.06 Month:** means a full calendar month, regardless of the total number of days.
- 2.02.07 Week:** as used herein, means a seven (7) day period beginning on Sunday and ending on Saturday.
- 2.02.08 Union:** means the Canadian Union of Public Employees (CUPE).

2.03 Categories of Employees

2.03.01 Full-Time Employee

Means an employee who is appointed to a regular and continuous work schedule of thirty-five (35) hours per week (excluding meal breaks) who agrees to be available to the Employer on a pre-established basis for regularly scheduled shifts.

2.03.02 Part-Time Employee

Means an employee who is regularly scheduled to work fewer than thirty-five (35) hours (excluding meal breaks) per week.

2.03.03 Casual Employee

Means an employee hired to replace a full-time or part-time employee that is absent from work under the terms of this agreement when no other part-time employee is available, or for other work-related commitments, or to cover unforeseen circumstances on short notice.

The termination of employment or dismissal of a casual employee is not subject to the grievance or arbitration procedure.

The terms and conditions of employment are governed by the Ontario Employment Standards Act except for the hourly rate in Appendix A.

2.03.04 Temporary Employee

Means an employee hired for a specific period to replace an

employee on approved leave.

Also means an employee hired to perform specific work duties for a maximum duration of twelve (12) months. The employment period may be extended following an agreement between the Employer and the Union.

The termination or dismissal of a temporary employee is not subject to the grievance or arbitration procedure.

Working conditions are governed by this Collective Agreement.

ARTICLE 3 – DISCRIMINATION AND HARASSMENT

3.01 Prohibition Against Discrimination

The Employer and the Union agree that discrimination against an employee by the Employer or the Union is prohibited on any of the grounds forbidden by the Ontario Human Rights Code, as amended.

3.02 Right to a Safe Workplace

All employees have the right to a safe work environment free from all forms of harassment.

3.03 Free from Harassment

The Employer, the Union and the employees commit to not tolerating harassment in the workplace.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Subject to the provisions of this Collective Agreement, the Union acknowledges that the Employer has the right, among other things, to:

Hire, promote, realign, transfer, demote, lay off, rehire an employee, schedule, classify positions, and maintain order and efficiency.

Suspend, dismiss, or otherwise discipline an employee for just cause, subject to the employee's right to file a grievance in accordance with the procedure set forth in the agreement, except when otherwise stipulated in the agreement.

Establish and amend, from time to time, the rules and regulations to be observed by employees; operate and manage its library systems in accordance with its

obligations, commitments and responsibilities; determine the number of employees required by the Employer at any given time; use improved methods, machinery and equipment; assume responsibility for all activities, buildings, machinery, tools and employees.

The Employer agrees to exercise their management rights in a way that is reasonable.

SECTION 5 – STRIKE OR LOCKOUT

5.01 During the term of this agreement, the Union agrees there shall be no strike. The Employer agrees that there shall be no lockout during the term of this agreement. The definitions of "strike" and "lockout" shall be as defined in accordance with the definitions set out in the *Labour Relations Act* and any amendments thereof.

Any employee who participates in a strike as defined in the above-mentioned act may be subject to disciplinary action, while maintaining their grievance rights.

ARTICLE 6 – UNION RECOGNITION

6.01 CUPE Local 4985

The Employer, the Clarence-Rockland Public Library Board, recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Clarence-Rockland Public Library except for the administrative assistant, supervisors, and employees above the rank of supervisors.

6.02 List of Employees

Upon written request from Local 4985's president, the Employer shall provide, in Excel format, a list of the home address, email and classification of all employees covered by this agreement.

Such a request shall only be made once a year.

6.03 Assumption of Duties by the CEO or Representatives

Both parties agree that the CEO and/or one or more of its representatives may perform duties in the bargaining unit so long as the performance of duties and tasks of bargaining unit's members does not result in layoffs or dismissals of employees.

6.04 No Other Agreement

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this agreement, without the written consent of the Employer, the employee, and the Union.

6.05 Volunteers

Volunteers shall not perform, without the consent of the Union, work normally carried out by bargaining unit employees or that may be carried out by bargaining unit employees.

6.06 Tasks Reserved for the Unit of this Agreement

Non-bargaining unit employees shall not perform tasks governed by this agreement, unless performed for one of the following reasons:

- a) for training purposes while in the presence of the employee being instructed;
- b) for experimentation purposes;
- c) for instances where unit employees lack the required expertise or where the Employer does not have the equipment required to perform the work;
- d) in case of an emergency when regular employees are not available. If there are less than three (3) hours remaining before the end of the shift of an employee who must leave, the Employer shall not be required to call in another unit employee.

6.07 Contracts and Subcontracts

No regular employees (full-time, part-time) part of the bargaining unit will be laid off because of contracting out.

6.08 Bulletin Board

- a) The Employer shall provide the Union with one (1) bulletin board for posting Union notices.
- b) All such notices shall be consistent with the provisions of this Collective Agreement.

ARTICLE 7 – UNION SECURITY

7.01 All employees who, when signing this agreement, are members of the Union in good standing or employees who may become members during the term of this agreement shall, as a condition of their employment, maintain their Union membership for the duration of this agreement.

7.02 Deduction of Union Dues

The Employer shall deduct monthly Union dues, from each employee in the bargaining unit, in accordance with the Union's constitutional provisions and/or Bylaws.

7.03 Collection of Union Dues

Such deductions shall be made monthly, in accordance with the payroll of each pay period and shall be sent to the office of the Union's national secretary-treasurer, no later than the 20th day of the following month, with a list containing the names, salaries and gross salaries of all employees from which the deductions were made. A copy shall also be sent to Local 4985's secretary-treasurer.

The Union shall give the Employer a 30-calendar day written notice of any changes in Union dues, special assessments, and membership fees.

7.04 The Employer shall add, on each employee's income tax slip (T-4), the total amount of Union dues paid over the previous calendar year.

7.05 The Union and the Union members hereby agree to indemnify and hold the Employer harmless from all claims or other liabilities that may arise against the Employer for or on account of any deductions and reimbursements made pursuant to this Article.

7.06 List of Bargaining Unit Employees

On the first (1st) of March and September of each year, the Employer shall send an electronic copy of the updated list of bargaining unit members to Local 4985's president, indicating the employee's name, address, e-mail, home phone number, classification, seniority in hours for part-time employees, and employment date for full-time employees.

ARTICLE 8 – INFORMATION FOR NEW EMPLOYEES

8.01 Existence of the Collective Agreement

The Employer agrees to inform new employees that a Collective Agreement is in place and to provide them with a copy.

***8.02** Every new employee shall be given an opportunity to meet with a Union representative for twenty (20) minutes during the first two (2) weeks of their employment for the purpose of acquainting the new employee with the benefits and duties related to their Union membership.

8.03 Name of Stewards

The Employer shall also provide the new employee with the name of the stewards.

ARTICLE 9 – UNION REPRESENTATIONS, COMMITTEES AND DELEGATES

9.01 Union Business on Premises

The Union shall obtain permission from the Employer before conducting Union meetings or activities in the workplace, except as set forth by this agreement. Such meetings shall be held outside the Employer's hours of operation. The approval of the Employer or its representative shall not be withheld without a valid reason.

9.02 The Employer agrees to recognize: a bargaining committee, a grievance committee, a labour management committee, and stewards.

9.03 All committee members and representatives must have completed their probation period.

9.04 a) For the purposes of this Article, the name and position of each committee member and representative shall be provided in writing to the Employer and the Employer shall not be required to recognize such members or representatives until notice thereof has been received.

b) Subject to the provisions of this agreement or for the purpose of scheduling appointments, all correspondence between the parties shall be made between the CEO or its representatives and the designated Local 4985 member.

9.05 Labour Management Committee

When both parties mutually agree that there are matters of common concern and interest that should be discussed at a labour management committee meeting during the term of this agreement, the following terms and conditions shall apply:

A labour management committee shall consist of one (1) Union representative and one (1) Employer representative. A request for such meeting shall be made in writing prior to the proposed date and shall include an agenda of matters to be addressed. It shall not include matters otherwise subject to grievance or negotiation of amendment or renewal of this agreement.

Any representative attending such a meeting during their regularly scheduled hours of work shall not suffer any loss of regular wages because of such attendance.

9.06 Bargaining Committee

The Employer agrees to recognize a bargaining committee that consists of two (2) employees with the purpose of negotiating, renewing, or amending the Collective Agreement. The Union shall provide in writing to the Employer the name of its bargaining committee member. It is understood that an employee, who is a member of the bargaining committee that attends a bargaining meeting in the presence of the Employer's representatives during their normal working hours, shall not suffer any loss of regular wages for participating in such a meeting.

9.07 Grievance Committee

The Employer agrees to recognize a grievance committee consisting of two (2) stewards selected by the Union. The purpose of the committee is to resolve complaints or grievances in the manner set forth in this Collective Agreement. Only one committee member shall represent the Union at a time during meetings with the Employer. This committee member shall not suffer any loss of regular wages for attending meetings with the Employer during their normal work hours, up to and including arbitration.

9.08 The Employer shall recognize two (2) stewards from the bargaining unit selected by the Union.

The primary responsibility of a steward is to perform their regular duties. They shall not leave their post without the permission of their immediate supervisor or representative and shall inform the supervisor of the nature and approximate duration of their activities and shall report to their supervisor upon return to work. The steward shall not suffer any loss of regular wages while performing their duties during their regular working hours.

9.09 Representative of the Canadian Union of Public Employees

The Union shall have the right to require assistance from a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The authorized representative may, with the approval of the Employer or its representative and upon prior notice, visit the workplace. The approval of the Employer or its representative shall not be withheld without a valid reason.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Grievance Definition

In this Collective Agreement, a grievance shall mean any dispute or disagreement between the Employer and an employee or the Union, as to the interpretation, application, or administration of this agreement.

10.02 Grievance Resolution

A true effort shall be made to resolve grievances in the quickest manner:

Stages of a Complaint

It is understood that an employee may not file a grievance until they have given their immediate supervisor an opportunity to resolve their complaint. They shall discuss their complaint with their immediate supervisor within ten (10) business days of the circumstances leading to their complaint.

Stage 1 – Formal Grievance to Immediate Supervisor

If the matter cannot be resolved informally, the employee(s) shall, with the consent of the steward and grievance committee, file a written grievance outlining the nature of the dispute and the relevant articles of the agreement that have been allegedly violated. The written grievance shall be presented to the immediate supervisor with a copy to the CEO or its designated representative within fifteen (15) business days of the immediate supervisor's response to the initial complaint.

The immediate supervisor must provide, to the employee and the Union representative who attended the grievance committee meeting, a written response to the grievance within fifteen (15) business days of grievance file date.

Stage 2 – CEO

If the employee believes that the grievance was not resolved in a satisfactory manner, the employee and steward may, within fifteen (15) business days of the

response received at stage 1, file a grievance in writing to the CEO or its representative who shall discuss the matter with the employee and steward and provide a written response within fifteen (15) business days of the grievance file date.

Stage 3 – Arbitration

If the grievance is not resolved at stage 2, either party may elect to settle the dispute by arbitration, within twenty (20) business days from the date the written decision at stage 2 was issued.

10.03 Group and Policy Grievances

When a dispute relating to the application or interpretation of this agreement occurs, or when a group of employees or the Union has a grievance, the grievance shall proceed directly to stage 2 of this article. It is understood that the grievance shall be filed within ten (10) business days from the circumstances leading to their grievance.

10.04 Change in Time Limits

Time limits set forth in the grievance and arbitration procedures provided herein shall be mandatory unless there is a written agreement between parties.

10.05 Arbitrator Duties

No matter shall be considered for arbitration before it has passed through all steps of the grievance settlement procedure in a timely manner. The mandate of the arbitrator shall be limited to the grievance, interpretation, application, and administration of the Collective Agreement. The arbitrator shall have no right to add to, delete from, or otherwise alter this Collective Agreement.

10.06 Employer's Right to File Grievances

An Employer grievance shall move to stage 2 within ten (10) business days following the circumstances which gave rise to the grievance. The grievance must be submitted to the local Union president and a copy must be sent to the chief steward. The Union must respond to the Employer's grievance, in writing, within ten (10) business days.

10.07 Enforceable and Binding Agreement

Any agreement reached between an authorized representative of the Union and the Employer is enforceable and binding for each party involved.

10.08 Claim by an Employee Who Has Completed Their Probation Period

Possibility of Grievance

A claim for wrongful dismissal presented by an employee who has completed their probation period is subject to a grievance if the employee submits a written statement of such grievance at stage 2 of the grievance procedure within ten (10) business days from the date of termination of employment by the Employer.

ARTICLE 11 – ARBITRATION

11.01 Board of Arbitration

When either of the party's request that a grievance be submitted to arbitration, it shall provide the other party, in writing, with the name of its arbitration assessor. Within fifteen (15) business days thereafter, the other party shall respond in writing with the name of its arbitration assessor. The two (2) assessors shall agree upon and select an impartial chair of arbitration.

If the two (2) assessors are unable to reach an agreement on the choice of an impartial chair of arbitration within fifteen (15) business days of their appointment, one of the parties may ask the Minister of Labour to appoint a chair.

It is agreed that an arbitrator appointed under section 48 or 49 of the Labour Relations Act, 1995 (Ontario), as amended from time to time, is bound by the requirements of the grievance and arbitration procedure set out herein.

Grievances may only be submitted to arbitration once they have passed through all steps of the grievance settlement procedure in a timely manner.

11.02 Board of Arbitration's Decision

The Board shall render a majority decision. The Board of arbitration's decision shall be final and binding for all parties, but in no event shall the Board of arbitration be authorized to alter, amend, or modify this agreement or any of its provisions.

11.03 Arbitration Expenses

Each party shall bear the expenses incurred by its assessor. Each party shall bear equally the expenses of the chair of arbitration.

11.04 Arbitrator or Assessor's Limitations

No member of a Board of arbitration shall serve on the Board if they were

involved in trying to settle the grievance, unless otherwise agreed upon by both parties.

11.05 Single Arbitrator

Subject to the mutual agreement of the parties, the above arbitration provisions may be amended to provide for a single arbitrator.

ARTICLE 12 – HEALTH AND SAFETY

12.01 Employer and Union’s Commitments

The Employer and the Union recognize the importance of a safe work environment in accordance with the provisions of the Ontario *Occupational Health and Safety Act*, as amended from time to time.

12.02 The Union is committed to using every reasonable effort to obtain the full cooperation of its members in respect to safety regulations and procedures.

12.03 Should employees be required to work a shift that overlaps the following hours: 5:00 PM and 8:00 PM, two employees shall be scheduled for that shift. During the branch’s opening hours, an employee is prohibited from working alone, unless there is another person in the building.

ARTICLE 13 – DISCIPLINARY MEASURES

13.01 With regards to disciplinary actions, the Employer must provide the employee the grounds for such provisions.

13.02 Reference to a Previous Case

Documents pertaining to reprimands, suspensions, disciplinary actions, or other sanctions shall be removed from an employee’s personnel file after a period of eighteen (18) months following the date of issuance, provided that the employee has not received, within the last year, other disciplinary action notices. Any document for disciplinary actions related to violence and harassment in the workplace, shall remain in the employee’s personnel file for a period of thirty-six (36) months. Copies of any document added to an employee’s personnel file shall be provided to the employee and the Union.

13.03 Right to Have a Union Representative Present

Where the Employer intends to take disciplinary action against an employee, the Employer shall provide advanced notice to the employee so that they may

arrange to have their Union representative present during such meeting. If the employee waives the right to a Union representative, the employee shall fill out and sign a waiver which shall be provided to the designated Union representative.

13.04 Personnel File

Every employee shall be entitled to review their personnel file during regular business hours, in the presence of the Employer's representative at a time that is convenient for both parties. The employee shall set up an appointment with the Employer to have access to the file.

It is the responsibility of all current and former employees to notify the Employer, in writing, of any change of address.

ARTICLE 14 – SENIORITY

14.01 Seniority means the length of continuous service in the bargaining unit from the most recent date of hire, which shall include continuous service with the Employer prior to bargaining unit or Union recognition.

14.01.01 Seniority shall be used to determine schedules, vacation leaves, transfers, layoffs and recalls.

14.01.02 Seniority applies to the entire bargaining unit.

14.02 Seniority List

14.02.01 The Employer shall maintain an updated seniority list on March 1st and September 1st of each year which shall be posted (on March 15th and September 15th) on all bulletin boards provided for that purpose, showing the date of hire and, for full-time employees, the number of years and days and, for part-time employees, the number of years and hours.

14.02.02 Should a complaint alleging an error on a seniority list arise, it shall be subject to the grievance procedure, provided it is filed within thirty (30) days of the list being posted.

If no errors are reported during this period, the seniority list shall be recognized as accurate.

14.03 Accumulating Seniority

Seniority applies to the entire bargaining unit.

14.03.01 Full-Time

A full-time employee shall accrue seniority based on their years and days of continuous service within the bargaining unit since their last date of hire, unless otherwise stated in this agreement.

14.03.02 Part-Time

A part-time employee shall accumulate one (1) year of seniority for each one thousand eight hundred and twenty (1820) hours of paid work or eighteen (18) months, whichever comes first, within the bargaining unit since their last date of hire, except as otherwise provided in this agreement. A part-time employee may not accumulate more than one (1) year of seniority in any one year.

14.03.03 Same Seniority Date

When two (2) or more employees have the same seniority, the oldest employee is deemed to have the most seniority.

14.04 Employee on Probation

A new employee is on probation until they have completed three (3) months of consecutive active service.

14.04.01 The probation period may, at the discretion of the Employer, be extended for a period of up to three (3) months or for a period equivalent to the duration of the sick leave taken by the employee during the three (3) month period.

14.04.02 Once the probation period is completed, seniority is effective as per the last date of hire.

14.04.03 The dismissal of an employee on probation may occur at any time during their probation period. Dismissal or discharge of an employee on probation shall be at the sole discretion of the Employer without recourse to the grievance or arbitration procedure.

14.05 Losing Seniority

An employee shall lose all seniority and years of service and shall be deemed terminated if:

- a) the employee resigns;
- b) the employee retires;

- c) the employee is dismissed for just cause and not reinstated through the grievance and arbitration procedure;
- d) the employee fails to report to work within seven (7) business days after having been notified of a recall to work by the Employer following a layoff. Notice of recall served by the Employer shall be sent by registered mail to the last address known on file;
- e) the employee is absent from work, without authorization, for a period of three (3) working days or more without notifying the Employer of such absence or providing the Employer reasonable grounds;
- f) the employee is laid off for twelve (12) consecutive months;
- g) the employee fails to return to work upon termination of an authorized leave of absence and does not provide the Employer reasonable grounds;
- h) the employee is absent from work for a period of twenty-four (24) months due to illness, disability or because they are receiving benefits under the *Workplace Safety and Insurance Act*;
- i) the casual employee does not accept eight (8) shifts in a six (6) month period or the casual employee does not work any shifts over a twelve (12) month period.

14.06 Consequences of an Authorized Leave of Absence

- 14.06.01** An employee shall retain and accumulate seniority rights if absent from work due to illness, injury giving rise to Workplace Safety and Insurance Board benefits, layoff, Union duties, maternity and/or parental leave, or authorized paid leave.
- 14.06.02** During a leave of absence without pay of more than ninety (90) consecutive calendar days, credit for past service for salary increases, vacation leave, sick leave, or any other benefits referred to herein or elsewhere shall be suspended; such benefits shall be reduced proportionately, and the employee's anniversary date of hire shall be adjusted accordingly.
- 14.06.03** In addition, the employee shall pay the full cost of subsidized benefits in which they participate during a leave of absence, except in the case of a work-related injury or maternity/parental leave, in which case the Employer shall continue to pay its share of the benefit premiums for a maximum of twenty-four (24) months.

14.07 Transfer and Seniority Outside the Unit

14.07.01 It is understood that the employee shall not be transferred by the Employer to a position, whether temporary or permanent, outside the bargaining unit without the employee's consent. Employees on temporary assignments shall remain members of the bargaining unit. The employee shall not perform the work of the bargaining unit during the temporary or permanent transfer. Temporary assignments shall not exceed six (6) months without the consent of the employee and the Union.

14.07.02 If the employee transferred outside the bargaining unit is returned to the bargaining unit, they shall be credited for past service for the period during which they were transferred outside the bargaining unit.

It is understood that an employee that is transferred to a position outside the bargaining unit for temporary replacement shall have the right to return to their initial position. When the transferred employee chooses to return to their initial position, all other employees involved shall also be returned to their initial position.

If the transferred employee's position in the bargaining unit has since been abolished, the provisions for layoffs and recalls shall apply.

14.08 Transfer of Seniority and Past Service

For seniority to be used for promotion, demotion, transfer, layoff and recall, and for employment status to be used to determine vacation leave entitlement and salary increase:

An employee whose status is changed from full-time to part-time shall be credited for seniority and service;

An employee whose status is changed from part-time to full-time shall be credited one year of seniority and service for every one thousand eight hundred and twenty (1820) hours worked.

14.09 Layoff and Recall

Definition

A layoff means a decrease in the number of regular full-time employees or a reduction in the number of regular hours of work of full-time employees.

In the event of a permanent or long-term layoff, the Employer shall provide laid off employees a notice of termination and severance pay, if applicable, as

required by the Ontario *Employment Standards Act*, as amended.

In the event of a layoff, the Employer shall lay off employees in reverse order of seniority, provided there are employees remaining who have the ability and qualifications to perform the work.

14.10 Layoff Procedure

An employee who is laid off may exercise any of the following rights:

- a) accept the layoff, or
- b) displace another employee with less seniority in the bargaining unit who holds a similar position or for which the salary classification is equivalent or lower within the bargaining unit, provided that the employee being laid off is qualified for the position.

An employee who chooses to displace another employee with less seniority shall notify the Employer in writing of their intention and identify the position claimed within seventy-two (72) hours of receiving their layoff notice. Failure to do so shall be deemed acceptance of the layoff.

Recall Rights

- a) When a position becomes available, laid off employees shall be recalled to work following such layoff in accordance with their seniority, provided that they have the qualifications and skills required to fill the available position.
- b) Other than for the replacement list, no new employees shall be hired until all laid off employees in accordance with their seniority, have been given an opportunity for re-employment that they have refused, or have been found unable to perform the duties associated with the available positions.
- c) The Employer shall notify a laid off employee of their recall to work by registered mail, using the last known address on the employee's personnel file (such notice shall be deemed to be received two (2) business days following the date of mailing). The notice shall specify the position for which the employee is recalled and the date the employee is required to report to work. The employee shall be solely responsible for making sure the Employer has its most recent address.
- d) The employee recalled shall have seven (7) business days to report to work. However, the employee recalled must inform the Employer of their intention to accept or reject the offer to return to work within forty-eight (48) hours of receiving the written notice.

ARTICLE 15 – POSTING PERIOD

15.01 For promotions and transfers, employees shall be selected based on their skills, experience, and qualifications. Should these factors be relatively equal, seniority becomes the dominant factor.

15.02 When the Employer determines that a permanent vacant position or newly created position in the bargaining unit is to be filled, such position shall be posted on the bulletin board within thirty (30) calendar days of vacancy. This notice shall remain posted on the designated bulletin board for a period of five (5) calendar days. Applications shall be submitted, in writing, within this period to the CEO. Selection shall be made in accordance with this article.

The Employer shall notify the Union of the selected candidate within five (5) business days of the job offer acceptance.

The Employer shall provide the Union with a copy of all postings.

15.03 The information provided on internal job postings are:

- Job title, status and duration of employment, if applicable;
- Appropriate salary range;
- Program or service;
- Posting period;
- Work shift;
- Years of study or comparable equivalence;
- Required certificate or diploma;
- Employment start date;
- Knowledge required.

Information provided in the job postings are for information purposes only.

15.04 Should there be no successful applicant within the bargaining unit for the position to be filled, the Employer may fill the position with a person outside of the bargaining unit.

15.05 Trial Period

The successful applicant shall be on a trial period of up to three (3) months, during which the Employer shall determine whether they can perform the job duties in a satisfactory manner. If the Employer determines that the applicant cannot perform the job duties in a satisfactory manner, the employee shall return to their former position. Throughout this period, the employee may also request to return to their former position. The employee shall remain in the position for a minimum of two (2) weeks or until the end of the posted schedule.

It is understood that the trial period applies only to employees who have accepted a new position within another classification.

- 15.06** When an employee, who is a member of the bargaining unit, fills a temporary position, they shall return to their former position at the end of the temporary position term, as shall any other employee transferred following the initial transfer.

ARTICLE 16 – WORKING HOURS

16.01 Normal Working Hours

The following provisions are intended to define normal work hours and are not a guarantee of the hours of work per day or per week or days per week.

16.01.01 Full-Time

The normal hours of work for full-time employees are thirty-five (35) hours per week, Monday through Friday.

Full-time employees normally work seven (7) hours and are entitled to an unpaid break of one (1) hour for lunch during an eight (8) consecutive hour period.

Full-time employees normally work between 8:00 AM and 8:00 PM.

16.01.02 Part-Time – Monday to Saturday

The normal hours of work for part-time employees are less than thirty-five (35) hours per week, scheduled Monday through Saturday.

Part-time employees may be assigned to shifts of less than seven (7) consecutive hours.

Part-time employees shall be paid a minimum of three (3) hours for each scheduled shift, regardless of the length of the shift.

16.01.03 Part-Time – Weekends

Other than the page a part-time employee may be scheduled to work one weekend (Saturday) out of every four (4), except for employees who have been hired to work all weekends.

The shelve may be scheduled to work more than one weekend (Saturday) out of four (4).

16.02 Work Schedule

16.02.01 Posting

A work schedule shall be posted at least fourteen (14) calendar days in advance and shall be in effect for a period of four (4) weeks.

16.02.02 Changes

A work schedule can only be changed with the consent of the employee if the Employer provides less than forty-eight (48) hours of notice.

16.02.03 Consecutive Days

The Employer shall not require an employee to work more than five (5) consecutive days without the employee's consent.

16.03 Lunch and Break

16.03.01 Lunch

An employee who works a shift of seven (7) consecutive hours shall be scheduled to have a one (1) hour unpaid lunch break. An employee who works a shift of more than five (5) consecutive hours, but less than seven (7) consecutive hours shall be scheduled to have a 30-minute unpaid lunch break.

16.03.02 Break

For each (4) consecutive hours of work, an employee shall be scheduled to have a paid break of fifteen (15) minutes.

16.04 Work Schedules

The Employer shall determine at its discretion the hours, days and shifts required for all work weeks.

16.05 Availability of Part-Time Employees

16.05.01 Obtaining Additional Shifts

To obtain additional shifts beyond the pre-established shift hours, the employee shall indicate in writing, in the manner prescribed by the Employer, their availability at least ten (10) business days before new work schedules become effective.

16.05.02 Offer of Additional Shifts

The Employer shall first offer additional shifts to part-time employees based on seniority and availability in their job classification, up to a maximum of ten (10) shifts per pay period per employee.

The Employer shall then offer any additional shifts to part-time employees in other classifications who are available and qualified to do the work.

Finally, the Employer shall offer shifts to casual employees.

When an additional shift becomes available on the day of the shift, the Employer will follow the above-noted order. However, if an employee has not responded to the offer of an additional shift within thirty (30) minutes, the Employer may ask the next employee based on seniority.

16.06 Shift Exchange

Employees shall be free to exchange their shifts and days off with each other, with the consent of the CEO or representative, which shall not be unreasonably withheld.

The request must be made by email by the employee wishing to exchange a shift to the employee who volunteers to do the exchange. The latter shall accept the request by replying to the email sent. Thereafter, the employee wishing to exchange the shift shall forward this email exchange to the CEO or representative.

Such changes shall not result in any additional cost to the Employer.

ARTICLE 17 – OVERTIME

17.01 Definitions

17.01.01 Overtime is defined as time worked in excess of thirty-five (35) hours in one week and employees who work overtime shall be paid one and one-half (1.5) times their regular hourly rate of pay. Employees may also opt to bank their overtime hours for leave with pay by the end of the year. If the hours are not used for leave with pay before the end of the year, they will be paid at a rate of one and one-half (1.5) times the employee's regular hourly rate of pay in the month of January.

17.01.02 Only the Employer may authorize overtime.

17.02 Additional Break

When an employee works a minimum of three (3) hours of overtime, the Employer shall provide a fifteen (15) minute paid break.

17.03 Attendance Allowance

An employee who reports for a scheduled shift shall be guaranteed at least three (3) hours of work or, if there is no work, shall be paid for at least three (3) hours.

17.03.01 In Rockland: the employee is guaranteed at least three (3) hours of work or, if there is no work, shall be paid for at least three (3) hours.

17.03.02 At other locations: the employee shall be guaranteed, at least the number of hours for which the location is open on that day, even if there is no work, but no more than three (3) hours.

The allowance described herein does not apply when an employee has been notified not to report to work.

17.04 Cumulative Payments

No cumulative payments, duplication of benefits, or increased rates are allowed.

ARTICLE 18 – WAGES

18.01 Payment

18.01.01 The employee is paid every two weeks, on the second Friday following the pay period. The pay period begins on Sunday and ends on Saturday.

18.01.02 The Employer pays the employee's salary by direct deposit to the account of the financial institution selected by the employee.

18.01.03 Statement

The employee receives a detailed statement of their salary and deductions.

18.01.04 Terms

Wages and increases shall be paid in accordance with the salary scale

established and in effect for the various job categories in Appendix A.

The Employer reserves the right to change the pay period, at its own discretion, and provided a four (4)-week notice is given to the Union.

18.02 Progression Through Pay Scales

For all full-time employees, progression through pay scales shall be on an annual basis, on their anniversary date. For part-time employees, progression through pay scales shall occur every eighteen hundred and twenty (1820) hours worked or eighteen (18) months, whichever comes first.

18.03 Job Classification

18.03.01 New Classification

When the Employer creates a new classification covered by the provisions of this Collective Agreement, the Employer shall determine the wage rate and notify the Union.

18.03.02 Local Union Dispute

Should the local Union dispute this rate, it may request a meeting with the Employer to negotiate a rate, suitable to both parties.

Such request shall be made within ten (10) business days of receiving notice of the new classification and wage rate.

18.03.03 Submission to Arbitration

If the parties are unable to reach an agreement, the dispute may be submitted to arbitration, in the manner agreed upon herein, within fifteen (15) business days of the meeting.

18.04 Technical Documentation

Upon the Union's request, within four (4)-weeks, the Employer shall supply the Union with the following information for each position within the bargaining unit:

- a) Job description
- b) Job classification
- c) Wage rate

- d) Financial and actuarial information, if any, regarding retirement plans or other benefits

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 List of Statutory Holidays

The Employer recognizes the following days as paid holidays in accordance with the eligibility requirements and terms and conditions prescribed in the Ontario *Employment Standards Act*, as amended from time to time:

- | | |
|--|--|
| 1) New Year's Day (January 1 st) | 8) Civic Holiday (1 st Monday of August) |
| 2) Floating holiday (for January 2 nd) | 9) Labour Day (1 st Monday of September) |
| 3) Family Day (3 rd Monday in February) | 10) Thanksgiving (2 nd Monday in October) |
| 4) Good Friday | 11) Christmas (December 25 th) |
| 5) Easter Monday | 12) Boxing Day (December 26 th) |
| 6) Victoria Day (3 rd Monday in May) | 13) Floating holiday (for Remembrance Day) |
| 7) Canada Day (July 1 st) | |

19.02 Statutory Holiday Falling on a Weekend

If a holiday as defined in Section 19.01 falls on a Saturday or Sunday without any announcements postponing them to another date, the following Monday and Tuesday, if it applies, shall be designated as a paid day off.

19.03 Statutory Holiday Falling on a Scheduled Day Off or During a Vacation Leave

If a holiday falls on a scheduled day off or during a vacation leave, an employee may:

- a) obtain an alternative day off which shall be used at a mutually agreeable time no more than three (3) months after the statutory holiday;
- b) if a mutually agreeable time cannot be found, be paid for this holiday at the employee's applicable rate of pay for the statutory holiday.

19.04 Floating Holiday (for January 2nd and Remembrance Day)

19.04.01 This day off shall be taken on a day mutually convenient for both the employee and the Employer.

19.04.02 Pay for this day off shall be determined by the standards prescribed by the Ontario *Employment Standards Act*, as amended from time to time, using the day established by clause 19.01.

19.04.03 If a mutually agreeable time cannot be found, the employee shall receive holiday pay in accordance with the Ontario *Employment Standards Act*, as amended from time to time, calculated on the 3rd Friday of December, during the following pay period.

19.05 Holiday Falling on a Sick Day

An employee, entitled to all paid statutory holidays, who is ill on any of those days is only entitled to statutory holiday pay in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

ARTICLE 20 – VACATION LEAVE

20.01 Calculation of Allotted Days

The calculation of allotted vacation days is determined on the base year, during which time an employee accrues vacation credits for the current calendar year.

20.02 Accumulation Period

The employee shall accumulate vacation days from 1 January to 31 December of each year.

20.03 Vacation Entitlement

The employee shall accumulate annual vacation leave with pay, consistent with their years of continuous service, as follows:

***20.03.01 Full-time Employees**

Years of service	Number of vacation days
Less than one (1) year or more	1.25 days per month of service, up to a maximum of fifteen (15) paid days (Equal to 6% of gross salary)
Five (5) years or more	1.67 days per month of service, up to a maximum of twenty (20) paid days (Equal to 8% of gross salary)
Ten (10) years or more	2.08 days per month of service, up to a maximum of twenty-five (25) paid days (Equal to 10% of gross salary)
Fifteen (15) years or more	2.25 days per month of service, up to a maximum of twenty-seven (27) days paid (Equal to 10.8% of gross salary)
Twenty-five (25) years or more	2.5 days per month of service, up to a maximum of thirty (30) days per year (Equal to 12% of gross salary)

Employees may request unpaid vacation leave. Based on operational requirements, the request will not be unreasonably denied.

***20.03.02 Part-time, Casual and Temporary Employees**

(The following article applies to part-time, casual, and temporary employees only).

Part-time, casual, and temporary employees will receive vacation pay added to each pay period in the following manner:

Years of Service	% of Gross Wages
Less than one (1) year or more	6% of gross salary
Five (5) years or more	8% of gross salary
Ten (10) years or more	10% of gross salary
Fifteen (15) years or more	10.8% of gross salary
Twenty-five (25) years or more	12% of gross salary

The calculation of years of service for a part-time employee shall be determined in accordance with Article 14.03.02 of the Collective Agreement.

Employees may request unpaid vacation leave. Based on operational requirements, the request will not be unreasonably denied.

20.04 When a statutory holiday coincides with an employee's paid vacation day, that day shall count as a holiday and not as a day off.

20.05 Vacation Request

20.05.01 Vacations from January 1st to March 31st

- a) Vacation requests submitted for the period of January 1st through March 31st shall be granted on a "first-come, first-served" basis.
- b) The final decision rests with the Employer who shall consider operational requirements.

20.05.02 Vacations from June 1st to December 31st

- a) Vacation requests submitted for the period of June 1st to December 31st shall be received by the Employer no later than May 1st of the year during which the employee wishes to take vacation during this period. Requests received after May 1st shall be granted on a "first-come, first-served" basis.
- b) Such vacation requests shall be processed based on seniority. However, the Employer shall make the final decision based on operational requirements.

20.05.03 Vacation Schedules

The vacation schedule shall be posted by May 1st of each year.

20.06 Termination of Employment

An employee whose employment is terminated for any reason:

- a) Shall receive all earned and unused vacation days; or
- b) Shall have a pay deduction equivalent to vacation days used that had not yet been earned.

20.07 Illness During a Vacation Leave

20.07.01 Should an employee become ill or be hospitalized immediately prior to, or during their vacation leave, they may replace their vacation days with available sick leave days.

20.07.02 Following the submission of documentation provided by the employee's treating physician attesting to the recovery time and/or

hospitalization, the Employer will reinstate the employee's remaining vacation days for use at a later date.

20.08 Carry Over of Vacation Leave

During any vacation year, upon written request by the full-time employee and at the discretion of the Employer, earned but unused vacation leave up to a maximum of thirty-five (35) hours may be carried over into the following vacation year. No more than thirty-five (35) hours of carried over vacation leave may be accumulated per year.

ARTICLE 21 – MATERNITY AND/OR PARENTAL LEAVE

21.01 Maternity and parental leave shall be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

***21.02** A leave of absence with pay of five (5) days shall be granted to a full-time or part-time employee at the start of their maternity or parental leave following childbirth or adoption.

A full-time or part-time employee shall be granted a leave of absence with pay of five (5) days upon their spouse, partner or surrogate going into labour.

ARTICLE 22 – SICK LEAVE

22.01 Accumulation of Sick Leave Credits

22.01.01 Full-Time

A full-time employee shall earn sick leave credits at the rate of one and one-quarter (1.25) days per month up to a maximum of fifteen (15) days per year.

22.01.02 Part-Time

A part-time employee shall bank sick leave credits at a rate of four percent (4%) per pay period up to a maximum total of regular hours worked during a regular two (2) week pay period per year.

22.02 Employee on Leave of Absence Without Pay

An employee on leave of absence without pay, for any reason, shall not accrue sick leave during their leave of absence.

22.03 Unused Earned Sick Leave Credits

22.03.01 Sick Leave Credits Allowed

By written request:

- a) a full-time employee may request that up to six (6) days of earned and unused sick leave, and
- b) a part-time employee may request that up to 40% of earned and unused sick leave hours be deferred to the following year.

22.03.02 Deadline for Written Request

This request shall be received by the Employer by December 10th of the year in which the sick leave credits are earned.

22.03.03 Monetary Compensation for Unused Credits

At the end of the calendar year, the employee shall receive an amount representing sixty percent (60%) of earned and unused sick leave.

- 22.03.04** The employee shall receive this amount on the first pay in January of the following year according to the daily rate of pay in effect on December 31st of the previous year.

22.04 Proof of Illness

22.04.01 Medical Certificate Request

The Employer reserves the right to request a medical certificate that is deemed satisfactory for any absence due to illness that is for more than three (3) consecutive business days.

- 22.04.02** The Employer reserves the right to request a medical certificate that is deemed satisfactory for any absence due to illness and where circumstances are considered suspicious by the Employer.

22.04.03 Return to Work

Employees shall cooperate to ensure their earliest and safest return to work and may be required to provide information from their attending physician, including work limitations, restrictions, and prognosis for return to regular duties.

22.04.04 Notice of Absence

Employees shall directly notify their immediate supervisor or designated alternate, where possible, of any illness that prevents them from working, as soon as possible prior to the start of their scheduled shift.

***22.05 Self-Isolation Leave**

If an employee is required to self-isolate at the direction of the Employer and/or Public Health due to contact in the workplace, the employee shall be paid for all scheduled hours during such period, to a maximum of five (5) consecutive days of work. This period of self-isolation will not be included in any applicable sick leave.

ARTICLE 23 – BEREAVEMENT LEAVE

***23.01 Days Allowed**

23.01.01 In the event of the death of a spouse, common-law spouse, same-sex partner, child, parent, stepparent, sibling, adopted sibling, stepchild, foster child and immediate foster family member (parent/child and child part of the foster family).

The employee shall be entitled to a maximum of five (5) days with pay for time lost during regularly scheduled shifts.

23.01.02 In the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law

The employee shall be entitled to up to a maximum of three (3) days with pay for time lost during regularly scheduled shifts.

23.02 Pay

Pay for bereavement leave shall be based on time lost during regular shifts to which the employee would otherwise have been scheduled.

23.02.01 Responsibility to the Employer

The employee shall notify the Employer as soon as possible of their need for such leave.

The employee shall provide evidence upon request.

23.03 Additional Days

With the approval of the Employer, an employee may take five (5) additional days at their own expense in the event of a death as referred to in clause 23.01.

23.04 Travel

If a funeral takes place at a location more than two hundred and forty (240) kilometers from the City of Clarence-Rockland, the Employer may allow up to two (2) additional days of leave without pay.

23.05 An employee may take three (3) additional days at their own expense in the event of a death as referred to in clause 23.01.

ARTICLE 24 – AUTHORIZED LEAVES

24.01 Leave for Union Business

24.01.01 Upon Union's request, an employee shall receive the salary and benefits provided for in this agreement while on leave for Union business. However, the Union shall reimburse the Employer for the costs associated with the employee's salary and benefits during their leave.

24.01.02 The written request for such leave shall be submitted to the Employer at least ten (10) business days prior to the date it is to be taken. The decision to grant (or not) such leave shall be made by the Employer who shall consider operational needs.

24.02 Member of a Jury or Witness Duty

24.02.01 The Employer shall grant leave of absence without loss of seniority to an employee who is summoned for jury duty or to testify in court. The Employer shall pay such employee the difference between their regular pay and the payment they receive as a juror or witness.

24.02.02 The employee shall provide the Employer a proof of service and payment received.

24.03 Unpaid Leave

An employee may, with the permission of the Employer, take a leave without pay. The Employer may not unreasonably withhold such leave.

24.04 Paid Leave for Medical Appointment or Family Related Responsibilities

At the discretion of the Employer, an employee may be granted up to a maximum of twenty-one (21) hours of leave with pay per year for medical appointments or family-related responsibilities. The Employer may not unreasonably withhold such leave.

24.05 Personal Leave

24.05.01 Marriage

An employee shall be entitled to five (5) days of paid leave, limited to one marriage, during their employment.

***24.05.02 Adoption of a Child**

An employee shall be entitled to five (5) days of paid leave at the start of parental leave when adopting a child.

24.06 Family Medical Leave

24.06.01 Parameter

Family medical leave without pay shall be granted to an employee for a period of up to eight (8) weeks within a twenty-six (26) week period for the purpose of providing care and support to an immediate family member who is at risk of dying within twenty-six (26) weeks.

24.06.02 Premium Payments

During the leave, both the employee and the Employer shall continue to pay their respective share of premium for benefits and retirement plan.

24.06.03 Accumulation of Service Credits

During the leave, the employee shall be entitled to accumulation of service credits.

24.06.04 Reinstatement of Employee

Subject to any changes that would have occurred had they not been on Family Medical Leave, the employee shall be reinstated in the position occupied at the time such leave occurred, on the same shift, in the same department, and at the hourly rate that applies.

***24.07 Leave in the Event of Branch Closure**

In the event that the branch is closed by the Employer for any reason which in turn prevents the employee from reporting to work, or if the closure causes the employee to have to leave the branch early and they cannot perform their work duties from home, it is understood that the employee will not suffer a loss of salary for the scheduled work time up to a maximum of 5 working days.

ARTICLE 25 – HEALTH AND WELLNESS PLANS

(This section applies to full-time employees who have completed their probation period.)

25.01 Participation

An employee having completed their probation period, who regularly works thirty-five (35) hours per week and who meets the Insurer's eligibility requirements may participate in the group insurance plan. The Employer pays 85% of the premiums for this plan and the eligible employee pays 15% of the premium.

The Employer's sole responsibility is payment of premiums. The Insurer shall determine eligibility or entitlement to compensation. Eligibility does not fall under the grievance procedure or arbitration decision.

25.02 Payment of Premiums

The Employer shall continue to pay its share of the premium for insured benefits, provided that the employee continues to pay their share, under the following circumstances:

- a) while the employee is on leave with pay from the Employer or on family medical leave;
- b) while on maternity or parental leave, in accordance with the Ontario *Employment Standards Act*;
- c) while the employee is receiving WSIB benefits for an injury sustained while working for the Employer, for up to twelve (12) months after the accident;
- d) while on sick leave for a maximum period of twelve (12) months. After twelve (12) months on sick leave, the employee shall pay the full insurance premiums (i.e., Employer's share and employee's share) if they wish to maintain coverage.

ARTICLE 26 – TRAVEL ALLOWANCE

26.01 Use of Employee’s Personal Vehicle

Upon authorization by the Employer, an employee who uses their vehicle in the performance of their duties or to travel from one branch to another or to fill in for an unscheduled shift and agrees to the change in schedule as per Article 16.02.02, shall receive a travel allowance. The allowance will be calculated based on the distance between the two branches.

26.02 Allowance rate

The allowance rate is based on the amount allocated by the Canada Revenue Agency.

26.03 Reimbursement Request

The employee shall provide the Employer with a request for reimbursement in accordance with the Employer's policies in effect.

ARTICLE 27 – COPIES OF THE COLLECTIVE AGREEMENT

27.01 The Union and the Employer mutually agree that each employee be made aware of the provisions of this agreement and their rights and duties.

To this end, the parties shall print enough copies of the agreement within thirty (30) days of its signature. Each party shall pay 50% of the printing costs.

The Employer shall also post an electronic version of the agreement on the shared library system drive, accessible to all employees.

***27.02** Beginning with the 2022 round of bargaining, the Employer agrees to translate each clause of this agreement from the language in which the clause was negotiated at the bargaining table into the other official language of Canada and to bear the cost of its translation. The Employer will, within the time agreed to by the parties, forward the translated version to the Union for its approval to ensure that the translation is satisfactory to both parties. During each subsequent round of bargaining, beginning in 2024, the parties agree to bargain the Collective Agreement in English. Where there are any disagreements as to the interpretation of the agreement, the text in the language in which it was negotiated at the table will prevail over the translation. To that effect, the language in which each clause was negotiated will be indicated in the agreement by an asterisk (*) next to the number of the clause.

ARTICLE 28 – WORK IN HIGHER OR LOWER CLASSIFICATION

28.01 Higher Classification

28.01.01 When an employee is directed by the Employer to temporarily perform the full duties of a position in a classification having a higher salary scale, the employee shall be entitled to the wage rate of that classification.

28.01.02 The employee is placed on the salary scale of the position of higher classification. The employee is placed on the first level of this higher salary scale, therefore entitled to a higher wage rate than before this temporary position.

28.02 Lower Classification

An employee who is temporarily transferred to a position of lower classification shall receive the wage rate of their regular classification.

ARTICLE 29 – RETIREMENT PLAN

29.01 The employee who meets the eligibility requirements shall join the Ontario *Municipal Employees Retirement System* ("Plan") as a condition of employment.

29.02 The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

29.03 It is understood that the Employer and the eligible employee are bound by the terms and conditions of the current Plan, as amended from time to time.

ARTICLE 30 – PROFESSIONAL DEVELOPMENT AND TRAINING

30.01 a) The Employer acknowledges that it is in the Employer's best interest that employees participate in learning activities to further their technical or theoretical skills. When the Employer requires employees to attend refresher or development courses related to their work, such training shall be conducted during their shift.

b) The Employer may, at its sole discretion, provide an annual budget for professional or other employee training.

c) An employee wishing to participate in a professional development activity shall submit a written request to their immediate supervisor.

- d) Expenses incurred will be paid by the Employer. Reimbursable expenses include: all registration fees, travel expenses such as mileage, transportation, hotels, meals, etc., all of which shall be associated with professional development. At the employee's request, they may receive an advance for expenses. Reimbursements will be provided upon submission of supporting documents.
- e) Reimbursement of costs associated with employee professional development courses.

(This provision applies only to courses and training where costs exceed \$1,000.00).

Should an employee voluntarily terminate their employment with the Employer, all expenses paid by the Employer for the employee's professional development or improvement shall be reimbursed to the Employer by the employee as follows:

- should the employee leave their position within six (6) months of their vocational training, they shall reimburse the Employer for 75% of the training costs;
- should the employee fail to successfully complete the course, the employee shall reimburse the Employer for the training costs.

***ARTICLE 31 – DURATION OF THE AGREEMENT**

31.01 This agreement shall come into effect on January 1st, 2025, and shall remain in force until December 31st, 2027. It shall automatically be renewed from year to year unless either party to this agreement notifies the other in writing within a period of ninety (90) days prior to its expiration that it wishes to make amendments to the agreement. The other party shall be required to bargain the renewal or amendment of the Collective Agreement within sixty (60) working days of receipt of such notice or at a later date as mutually agreed.

Signed electronically by the parties.

For the Employer

Catherina Moskau
Catherina Moskau (2025-11-21 12:39:00 EST)

S. Merdian

S. Merdian (2025-11-21 11:29:00 EST)

For the Union

Chantal Guindon
Chantal Guindon (2025-11-28 12:39:46 EST)

Robin Barré
Robin Barré (2025-11-21 20:49:34 EST)

prabhu hariharan

prabhu hariharan (2025-11-21 13:00:46 EST)

Julie Jobin

Julie Jobin (2025-11-21 16:39:15 EST)

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APPENDIX A

SALARY SCALE

Position	Title
PG1	Page
PG2	Service Representative
PG3	Senior Service Representative
PG4	N/A
PG5	N/A
PG6	Acquisitions & Cataloguing Coordinator Program Coordinator Communications Coordinator

2024

	1	2	3	4	5
PG1	\$21.24	\$21.61	\$22.02	\$22.61	\$23.23
PG2	\$23.53	\$23.93	\$24.39	\$25.04	\$25.73
PG3	\$26.06	\$26.50	\$27.01	\$27.73	\$28.50
PG4	\$29.18	\$29.68	\$30.25	\$31.06	\$31.92
PG5	\$32.69	\$33.24	\$33.88	\$34.79	\$35.74
PG6	\$36.61	\$37.23	\$37.95	\$38.96	\$40.04

2025 – Increase of 3%

	1	2	3	4	5
PG1	\$21.88	\$22.26	\$22.68	\$23.29	\$23.93
PG2	\$24.23	\$24.65	\$25.12	\$25.79	\$26.50
PG3	\$26.84	\$27.30	\$27.82	\$28.57	\$29.36
PG4	\$30.06	\$30.57	\$31.16	\$31.99	\$32.88
PG5	\$33.67	\$34.24	\$34.90	\$35.83	\$36.82
PG6	\$37.71	\$38.35	\$39.09	\$40.13	\$41.24

2026 – Increase of 3%

	1	2	3	4	5
PG1	\$22.54	\$22.92	\$23.36	\$23.99	\$24.64
PG2	\$24.96	\$25.39	\$25.87	\$26.57	\$27.30
PG3	\$27.64	\$28.12	\$28.65	\$29.42	\$30.24
PG4	\$30.96	\$31.49	\$32.09	\$32.95	\$33.86
PG5	\$34.68	\$35.27	\$35.94	\$36.91	\$37.92
PG6	\$38.84	\$39.50	\$40.26	\$41.34	\$42.48

2027 – Increase of 3%

	1	2	3	4	5
PG1	\$23.21	\$23.61	\$24.06	\$24.71	\$25.38
PG2	\$25.71	\$26.15	\$26.65	\$27.36	\$28.12
PG3	\$28.47	\$28.96	\$29.51	\$30.31	\$31.14
PG4	\$31.89	\$32.43	\$33.06	\$33.94	\$34.88
PG5	\$35.72	\$36.33	\$37.02	\$38.02	\$39.06
PG6	\$40.00	\$40.69	\$41.47	\$42.58	\$43.75

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LETTER OF AGREEMENT #1

BETWEEN

**THE CLARENCE ROCKLAND PUBLIC LIBRARY BOARD OF DIRECTORS
(Hereinafter "the Employer")**

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4985
(Hereinafter "the Union")**

(Hereinafter collectively referred to as "the Parties")

RE. Changes to the Classification System, Job Titles, and Salary Scale

WHEREAS the parties have entered in Pay Equity Maintenance in January 2023;

AND WHEREAS the Parties came to an agreement on January 18th, 2023, which led to changes to the salary scale, including a change in the classification system, thus modifying most job titles;

NOW THEREFORE the Parties agree as follows:

1. Pay Equity adjustments will be effective as of January 1st, 2022;
2. The new wage grid, job titles, and classification system shall replace the wage grid in Appendix A of the Collective Agreement;
3. The old classification system, job titles and salary scale reads as follows:

APPENDIX A

SALARY SCALES

Position	Title
BP-2:	Library Technician
BP-3:	Acquisitions and Communications Coordinator Children's Services Coordinator Circulation Coordinator Adult Services Coordinator
BP-4:	Branch Head
BP-5:	Client Service Representative
BP-6:	Page

WAGE GRID EFFECTIVE JANUARY 1ST, 2022 (2%)

2%		Level				
		1	2	3	4	5
BP-2	2022	\$24.29	\$25.74	\$27.29	\$28.88	\$30.63
BP-3	2022	\$23.36	\$24.76	\$26.24	\$27.84	\$29.52
BP-4	2022	\$21.03	\$21.59	\$22.24	\$22.90	\$23.60
BP-5	2022	\$17.80	\$17.94	\$18.45	\$18.95	\$19.49
BP-6	2022	\$15.08	\$15.34	\$15.63	\$16.05	\$16.49

WAGE GRID EFFECTIVE JANUARY 1ST, 2023 (1.75%)

1.75%		Level				
		1	2	3	4	5
BP-2	2022	\$24.71	\$26.19	\$27.76	\$29.39	\$31.17
BP-3	2022	\$23.77	\$25.20	\$26.70	\$28.32	\$30.03
BP-4	2022	\$21.39	\$21.97	\$22.63	\$23.30	\$24.01
BP-5	2022	\$18.11	\$18.26	\$18.78	\$19.28	\$19.83
BP-6	2022	\$15.34	\$15.61	\$15.90	\$16.33	\$16.78

WAGE GRID EFFECTIVE JANUARY 1ST, 2024 (1.75%)

1.75%		Level				
		1	2	3	4	5
BP-2	2022	\$24.71	\$26.19	\$27.76	\$29.39	\$31.17
BP-3	2022	\$23.77	\$25.20	\$26.70	\$28.32	\$30.03
BP-4	2022	\$21.39	\$21.97	\$22.63	\$23.30	\$24.01
BP-5	2022	\$18.11	\$18.26	\$18.78	\$19.28	\$19.83
BP-6	2022	\$15.34	\$15.61	\$15.90	\$16.33	\$16.78

Signed electronically by the parties.

For the Employer

Catherina Moskau
Catherina Moskau (2025-11-21 12:39:00 EST)

S. Merdian
S. Merdian (2025-11-21 11:29:00 EST)

prabhu hariharan
prabhu hariharan (2025-11-21 13:00:46 EST)

For the Union

Chantal Guindon
Chantal Guindon (2025-11-28 12:39:46 EST)

Robin Barré
Robin Barré (2025-11-21 20:49:34 EST)

Julie Jobin
Julie Jobin (2025-11-21 16:39:15 EST)

LETTER OF AGREEMENT #2

BETWEEN

**THE CLARENCE-ROCKLAND PUBLIC LIBRARY BOARD OF DIRECTORS
(Hereinafter "the Employer")**

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4985
(Hereinafter "the Union")**

(Hereinafter collectively referred to as "the Parties")

RE. Manager of Client Services Position

WHEREAS the Employer has created the Manager of Client Services position.

THEREFORE, the Employer and the Union agree to the following:

- the position is excluded from the bargaining unit;
- the incumbent will not be a member of the Union;
- The incumbent will not perform bargaining unit duties, except for maintaining a presence at the service desk to respond to clients;
- the performance of additional bargaining unit duties will require a new letter of agreement between the parties;
- the parties shall meet in January of each year to discuss this letter of understanding and renew it, if necessary.

The original version was signed on July 4, 2019.

Signed electronically by the parties.

For the Employer

Catherina Moskau

Catherina Moskau (2025-11-21 12:39:00 EST)

S. Merdian

S. Merdian (2025-11-21 11:29:00 EST)

For the Union

Chantal Guindon

Chantal Guindon (2025-11-28 12:39:46 EST)

Robin Barré

Robin Barré (2025-11-21 20:49:34 EST)

prabhu hariharan
prabhu hariharan (2025-11-21 13:00:46 EST)

Julie Jobin
Julie Jobin (2025-11-21 16:39:15 EST)

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