

**COLLECTIVE AGREEMENT**

**between**

**THE PERTH AND DISTRICT UNION PUBLIC LIBRARY**

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*the Perth & District Union*  
**PUBLIC LIBRARY**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 2976-01**

***CUPE*** / *Canadian Union  
of Public Employees*

**January 1, 2021 – December 31, 2024**

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## **ARTICLE 1 - PREAMBLE**

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

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

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement and to this end the Agreement is signed in good faith by the parties.

## **ARTICLE 2 - RESPONSIBILITY OF THE EMPLOYER**

### **2.01 Recognition**

As referred to on the Certificate issued by the Ontario Labour Relations Board dated July 3, 1987, the Employer recognizes the Canadian Union of Public Employees and its Local 2976-01 as the sole and exclusive collective bargaining agent for all employees save and except the Secretary-Treasurer and the CEO.

### **2.02 No Discrimination**

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity, gender expression or marital status nor by reason of their membership or activity in the Union.

### **2.03 Management Rights**

The Union recognizes that the management function of the Employer, and the direction of working forces, are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of the Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend, or otherwise discipline employees;
- c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employee not inconsistent with the provisions of this Agreement.

These rights shall not be exercised in a manner inconsistent with the express provisions of the Agreement.

#### **2.04 No Other Agreements**

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

### **ARTICLE 3 - RESPONSIBILITY OF THE UNION**

**3.01** The Union agrees that it will not intimidate or coerce employees into membership in the Union.

**3.02** The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.

### **ARTICLE 4 - UNION SECURITY**

**4.01** This Agreement shall apply to all employees of the Employer as set forth in Article 2.01 and subject to the terms laid out in Article 4.05.

#### **4.02 New Employees**

The Employer agrees to acquaint new 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 and to provide such new employee(s) with a copy of the current Agreement.

The Employer agrees that the Union shall be allowed a fifteen (15) minute period during working hours without loss of pay to orient newly hired employees within the first thirty (30) days of employment. The Employer will notify the Union Representative within seven (7) days of all new hires. The Union representative(s) will schedule the new employee's orientation in conjunction with the CEO.

**4.03** The Employer agrees to deduct from every employee who is covered by this Agreement, authorized monthly dues. Such deductions are to be made from every pay period of the month and remitted by the Employer to the National Secretary-Treasurer not later than the fifteenth (15th) day of the month of following, accompanied by a list of the names of employees from whose wages the deductions have been made. A duplicate copy of the list will be sent to the Steward of the Local at 2 Drummond Street, West, Perth, Ontario, K7H 2J2.

The Employer agrees to provide on each employee's T-4 form a statement of the total Union dues deducted for that year.

**4.04** The Union agrees that in applying the provisions of Article 4.03 above, the Employer will be rendered harmless of any action that might arise.

**4.05 Definition of Employment Status**

**Employment Status**

**Full-time Status:**

Employees who are normally scheduled to work 7.25 hours a day and thirty-six and one-quarter (36.25) hours per week.

**Part-time Status:**

Employees who are normally scheduled to work up to thirty (30) hours per week.

**Casual Status:**

Employees who are not regularly scheduled to work but are available on an elect to work basis as required by the Employer when no full time or part time staff are available to backfill short term leaves or vacancies. Those casual staff who have been offered work and not worked a shift in the period of one calendar year from the date of last shift worked or since date of hire will no longer be considered eligible to be on the list of casual employees.

The following articles of the collective agreement do not apply to casual employees: Article 11 (excepting 11.05), 16, 17 (excepting 17.02 and 17.04), and 19 (excepting 19.06).

**Term Status:**

Employees who are hired for a single fixed period of more than four (4) months and not more than 18 months. Term employees shall only be hired:

- a) to backfill approved leaves of more than four months when there are no full time, part time or casual employees available to perform the job duties;
- b) where no full time, part time, or casual employee is available to fill a vacant permanent position, until the position is filled or four months elapses whichever comes first;
- c) in unforeseen circumstances with the agreement of the Union.

The following articles of the collective agreement do not apply to term employees: Article 11 (excepting 11.05), 17 (excepting 17.02, 17.04 and 17.05), and 19 (excepting 19.06).

## **ARTICLE 5 - LABOUR/MANAGEMENT RELATIONS**

### **5.01 Negotiations Committee**

The Employer agrees to recognize a Union Negotiating Committee of not more than two (2) employees. The Union will advise the Employer of the Union nominees of the Committee.

### **5.02 Labour Management Committee**

It is agreed that a joint committee will be established with not more than two (2) representatives of CUPE Local 2976-01 and not more than two (2) representatives of the Employer. This Committee shall meet as required at a mutually convenient time and date to discuss matters of mutual concern which may help to promote improvement in the functions of the library and the welfare of its employees. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

**5.03** The Employer agrees that members of the Labour Management Committee (Article 5.02), shall suffer no loss of wages when meeting with the Employer during their regular working hours. In no event shall such attendance result in overtime pay of any sort.

### **5.04 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer.

### **5.05 Exchange of Information**

There shall be an exchange of information, at the request of either party to the other, on such matters as job descriptions, positions in the bargaining unit, job classifications and wage rates.

- 5.06** Minutes of the Library Board which are available to the public will be submitted to the Union upon request.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01 Definition of a Grievance**

A grievance shall be in writing and shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) calendar days before the filing of the grievance.

### **6.02 Grievance Committee**

The Employer shall recognize a Grievance Committee of not more than two (2) employees.

### **6.03 Permission to Leave Work**

The Employer agrees that the Steward 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 the 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, the Steward shall not leave their work without obtaining the permission of their supervisor. The designated Steward shall not lose remuneration in their duties in the Union while at work.

### **6.04 Settling of Grievances**

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

#### **Step 1**

The aggrieved employee(s), with the assistance of the Union Steward will submit the grievance within the time period outlined in Article 6.01 to the CEO, who shall within five (5) working days of the receipt of the grievance, convene a meeting to consider the grievance. The CEO shall render their decision, in writing, within three (3) working days of such meeting.

## **Step 2**

Failing settlement at Step 1, the grievance shall be submitted to the Library Board which shall, within ten (10) working days of the receipt of the grievance, convene a meeting to consider the grievance. The Board shall render its decision, in writing, within five (5) working days of such meeting.

## **Step 3**

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

### **6.06 Policy Grievance**

The Union and its representatives shall have the right to originate a policy grievance and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

### **6.07 Time Limits**

It is agreed that the time limits referred to in Step 1 and 2 may be extended by mutual consent.

### **6.08 Access**

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

## **ARTICLE 7 - ARBITRATION**

### **7.01 Composition Board of Arbitration**

When the Union requests that a grievance be submitted to Arbitration, the request shall be made to the other party to the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days of the receipt of such request thereafter, the other party shall reply indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then meet to select an impartial chairperson.

### **7.02 Failure to Appoint**

If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairperson within ten (10) days of their

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

### **7.03 Board Procedure**

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

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

### **7.04 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.

### **7.05 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, which it shall do within ten (10) days.

### **7.06 Single Arbitrator**

Upon agreement of both parties, a single arbitrator may be substituted for a Board of Arbitration. Such agreement shall not be unreasonably denied. Such single arbitrator to be agreed between the parties, or failing agreement, appointed by the Minister of Labour. A single arbitrator shall have the same powers as a Board of Arbitration.

### **7.07 Expenses of the Board**

Each party shall pay:

- (i) the fees and expenses of the Arbitrator it appoints;
- (ii) one-half (½) the fees and expenses of the Chairperson.

## **ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**8.01** Where the Employer or their authorized agent deems it necessary to take formal disciplinary action against an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee

fails to bring their work up to a required standard by a given date, the Employer shall within five (5) days thereafter, give written particulars of such censure to the employee involved with a copy to the Secretary of the Union. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided no further similar disciplinary action has been recorded. The foregoing does not apply to those employees on a probationary period.

**8.02** An employee may be discharged or suspended, but only for just cause, and only upon the authority (or delegates authority) of the Library Board. When an employee is discharged or suspended, they shall be given the reason personally by the Employer and may request the presence of their Steward or other member of the Union Executive. Such employee and the Union shall be advised promptly, in writing, by the CEO or their designate, of the reason for such discharge or suspension. The foregoing does not apply to those employees on a probationary period.

**8.03** A claim by an employee who has completed the probationary period that they have been discharged, suspended or disciplined without just cause shall be treated as a grievance in accordance with the Grievance Procedure in Article 6, Clause 6.05. Such grievance may be settled under the Grievance Procedure or Arbitration Procedure by:

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

**8.04 Right to Have Steward Present**

An employee shall have the right to have their Steward present at any discussion with the CEO that is the basis of any disciplinary action.

Where the CEO intends to interview an employee for any disciplinary purpose, the CEO shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward or

Executive Member to be present at the interview. Notwithstanding the foregoing, the Local Union may have the CUPE Staff Representative be present at the interview.

Where the CEO intends to interview the Steward or Executive Member for disciplinary purposes, the CEO shall so notify the Steward or Executive Member in advance of the purpose of the interview in order that the Steward or Executive Member may contact the CUPE Staff Representative to be present at the interview.

A Steward or Executive Member shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with the CEO at the time discipline is being administered to a bargaining unit member.

## **ARTICLE 9 - SENIORITY**

### **9.01 Seniority Defined**

Seniority is defined as the length of service with the Employer. Seniority shall be used in determining preference or priority for vacation, layoff and recall from layoff. Seniority along with knowledge, training, education, skill and ability shall be a factor in determining preference or priority for promotions and transfers.

For part-time employees, a year's seniority shall be calculated on the basis of 1885 hours paid. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

Seniority shall operate on a bargaining-unit-wide basis.

### **9.02 Seniority List**

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

### **9.03 Probation for New Employees**

A new employee shall be on probation for the first six (6) months of their employment. After completion of the probationary period, seniority shall be effective from the original date of employment.

The probationary period may be extended by mutual agreement.

### **9.04 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, occupational illness or injury, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) they are discharged for just cause and are not reinstated.
- b) they resign in writing.
- c) they fail to return to work within ten (10) working days of a request from the Employer to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice to termination to accept the recall.
- d) they are laid off for a period in excess of one (1) calendar year.

#### **9.05 Transfer and Seniority Outside Bargaining Unit**

- a) 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.
- b) If such a transfer is to temporarily meet the needs of the Employer, when the employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority.

### **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

#### **10.01 Job Postings**

When a vacancy occurs that the Employer intends to fill, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position by email to all bargaining unit employees. The position shall remain open for seven (7) working days. In addition, the employer shall send a copy of the posting to the Union.

#### **10.02 Information in Postings**

A posting shall contain the following information:

Nature of position, qualifications, required knowledge and education, hours of work, wage or salary rate or range.

If a position falling vacant is not to be posted immediately, or if after a vacancy is posted a selection is not to be made immediately, in either case, the Union will be advised.

**10.03 Role of Seniority**

Seniority along with knowledge, training, education, skill and ability shall be the factors in determining the promotion.

**10.04 Trial Period**

The successful applicant from within the bargaining unit shall be placed on trial for a period of two (2) months from the time the new duties are assumed. Conditional on satisfactory performance during such trial, promotion or transfer shall be confirmed after the two (2) month period. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to revert, they shall be returned to their former or equivalent position without loss of seniority, and at their former wage rate. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former or equivalent position without loss of seniority, and at their former salary rate.

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

**10.05 Notification to Employees and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the unsuccessful candidates shall be notified. The Union shall be notified of all appointments, layoffs, recalls from layoff and terminations of employment.

**ARTICLE 11 - LAYOFFS AND RECALLS**

**11.01 Definition of Layoff**

Layoff shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services. For example, the discontinuation of services may be due to the elimination of a program or programs or the inadequate funding or to technological change.

**11.02**

- a) In the event of a layoff, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in order of their seniority provided they have the ability to perform the work available. Subject to

the foregoing, no new employee shall be hired until those laid off have been recalled.

Recall notices shall be by registered mail. An employee recalled shall have seven (7) calendar days from the receipt of the notice to accept the recall; otherwise it shall be deemed that they have waived their recall rights and are terminated.

- b) An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority in a similar or lower classification provided the senior employee has the ability to perform the job in a manner which will not adversely affect the efficiency of the Department beyond a short term (i.e. 30 days maximum) familiarization period.
- c) As a direct result of a layoff or attrition, no employee shall have their regular workload increased beyond an agreeable level. Such agreement shall not be unreasonably withheld.

**11.03** Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off not less than two (2) pay periods prior to 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.

**11.04** Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**11.05**

a) **Job Security**

Persons whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experiment or in emergencies when regular employees are not available, provided that the performing of the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.

b) **Contracting-Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no contracting-out of bargaining unit work.

- c) There shall be no direct or indirect lay off (including, but not limited to, reduction in hours of work and service cuts) resulting from the Employer's legal requirement to pay, including but not limited to, new

minimum wage rates, equal pay and vacation pay resulting from employment legislation.

**11.06 Layoff**

In the event of a proposed layoff, the Employer shall, prior to issuing notices of layoff:

- (1) Provide to the Union, through the Labour Management Committee, notification of the proposed layoffs or staff reduction proposal.
- (2) Relay to the Union the reasons for the layoff(s) and rationale for the decision.
- (3) Discuss the proposal for implementation of same including the areas affected and the employee(s) affected and the duration.
- (4) Establish a Labour Management meeting to discuss any realignment of service or staff and the effect on the bargaining unit.

**ARTICLE 12 - HOURS OF WORK**

**12.01 Full-time Employees**

Normal hours of work for full-time employees shall consist of 7.25 hours per day, thirty-six and .25 paid (36.25) scheduled hours per week with up to a .75 hour unpaid meal break.

**Part-time Employees**

Normal hours of work for part-time employees shall be no more than thirty (30) scheduled hours per week with a minimum of three (3) consecutive paid hours per day and a maximum of eight (8) paid hours per day.

**Casual Employees**

Casual employees shall not be regularly scheduled and will work a minimum of three (3) consecutive paid hours per day and a maximum of eight (8) paid hours per day on an assigned shift. A casual employee's work week shall not exceed thirty-six and one-quarter (36.25) hours per week.

**12.02 Paid Rest Periods - Full-Time**

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

**12.03 Paid Rest Periods - Part-Time**

A part-time employee will be entitled to a fifteen (15) minute paid rest period for every four (4) hours consecutively worked.

**ARTICLE 13 - OVERTIME**

**13.01** All time worked before or after the regular work day and the regular work week, or on a Statutory Holiday, shall be considered overtime and must be authorized by the CEO.

**13.02** Overtime work after the regular daily hours shall be paid at the rate of time and one-half (1½).

**13.03** Overtime work after regular weekly hours shall be paid for at the rate of time and one-half (1½).

**13.04** An employee shall not be required by the Employer to take time off regular hours of work to equalize any overtime worked.

**13.05** Instead of cash payment for overtime, an employee may request to receive time off in lieu at the appropriate overtime rate. An employee may request to accumulate up to a maximum of five (5) working days which may be taken off consecutively at a time mutually agreed upon by the employee and the CEO.

**13.06** If the employee is required by the employer to attend a one (1) day conference, workshop or seminar on their regular day off, time off in lieu shall be given at a time mutually agreeable to the employee and the CEO.

**ARTICLE 14 - HOLIDAYS**

**14.01 Paid Holidays**

The Employer recognizes the following as paid holidays for all employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

**14.02** When any of the above holidays fall on a Saturday or Sunday, full-time salaried employees not normally scheduled on weekends shall be granted another full day off within the same pay period, at a time mutually agreeable to the employee and the CEO.

- 14.03** An employee who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1½) plus another day off with pay.
- 14.04** When any of the above-noted holidays fall on a regular day of work, the employee shall receive pay equal to the number of hours the employee would normally have worked.

## **ARTICLE 15 - VACATIONS**

### **15.01 Length of Vacation**

All full-time employees shall receive annual vacation with pay in accordance with their years of employment as follows:

Two (2) weeks after completion of the probationary period  
Three (3) weeks after five (5) years  
Four (4) weeks after ten (10) years  
Five (5) weeks after fifteen (15) years  
Six (6) weeks after twenty-five (25) years

All part-time employees shall receive annual vacation with pay in accordance with their years of employment as follows:

Two (2) weeks after completion of the probationary period at 4%  
Three (3) weeks after five (5) years at 6%  
Four (4) weeks after ten (10) years at 8%  
Five (5) weeks after fifteen (15) years at 10%  
Six (6) weeks after twenty-five (25) years at 12%

All casual and term employees shall receive annual vacation pay in accordance with the *Employment Standards Act*.

- 15.02** An employee shall earn but not be entitled to take vacation leave during the probationary period.
- 15.03** If a paid holiday occurs during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the CEO.
- 15.04** An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary in lieu of such vacation.
- 15.05** An employee who terminates employment and who has taken more leave than they have earned shall repay the excess.

**15.06** Vacation schedules shall be prepared by May 1st of each year by the CEO after requests in writing have been submitted by the employees. If there is conflict between employees as to their vacation time, then seniority shall govern. Requests submitted after May 1 will be granted on a first-come, first-served basis.

**15.07** An employee entitled to three (3) weeks or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within the following calendar year at the rate of pay prevailing when the vacation is taken. Unused banked days will be compensated at that year's pay rate at the end of that calendar year.

**15.08** The parties agree that part-time employees can take a maximum of two (2) weeks of vacation during the months of July or August. Full time employees can take three (3) weeks vacation during the months of July or August.

In the event a full time employee needs longer than three (3) weeks vacation off during the months of July or August, the employee may request longer vacation and the employer agrees to consider the request on its merits. Granting of such vacation shall not be unreasonably denied.

## **ARTICLE 16 - SICK LEAVE PROVISIONS (FULL-TIME AND PART-TIME EMPLOYEES)**

### **16.01 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 because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

### **16.02 Sick Leave Provisions (Full-Time Employees)**

Employees shall have a one-in-a-lifetime grant of six (6) days sick leave at full pay, then accumulate at the rate of one and three quarters (1¾) days per month, to a maximum of fifteen (15) days. Any unused portion of an employee's sick leave shall accumulate for future use. At any termination of employment or retirement, accumulated sick leave will not be compensated for.

### **Sick Leave Provisions (Part-time Employees)**

Part time Employees shall have a once-in-a-lifetime grant of twenty (20) hours sick leave at full pay, then accumulate at the rate of 9% of hours worked per month, to a maximum of forty-five (45) hours. Any unused

portion of an employee's sick leave shall accumulate for future use. At any termination of employment or retirement, accumulated sick leave will not be compensated for.

**16.03 Sick Leave During Leave of Absence and Layoff**

When an employee is given leave of absence with pay for any reason, they shall receive sick leave credits for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

**16.04** 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.

Where an employee utilizes no sick leave during the calendar year, they shall be credited with one (1) day of full pay or the equivalent time off in the following year. The scheduled time off will be mutually agreed upon by the employee and the Employer.

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

**16.06** The Employer may require certification of illness or disability from the employee's physician, chiropractor or dentist when sick leave exceeds three (3) consecutive sick leave days.

**ARTICLE 17 - LEAVE OF ABSENCE**

**17.01 General Leave**

The Employer shall grant a leave of absence without pay and without loss of seniority, for just cause. Such leave shall not exceed two (2) years.

**17.02 Union Leave**

Leave of absence without pay and without loss of seniority shall be granted upon written request by the Union for Union Members to attend Union conventions, seminars and schools. Such leave shall not exceed a total of ten (10) days in the year with no more than one (1) employee on leave at

one time. The Union shall reimburse the employee for the full amount of the pay lost during the leave of absence.

### **17.03 Bereavement**

- a) An employee shall be granted five (5) regularly scheduled consecutive work days of leave, without loss of pay or benefits, in the case of the death of a spouse or child. A child shall be defined as a biological child, adopted child, or stepchild or foster child living with the employee.

An employee shall be granted three (3) regularly scheduled consecutive work days of leave, without loss of pay or benefits, in the case of the death of a parent, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or fiancé.

An employee shall be granted one (1) regularly scheduled work day of leave without loss of pay or benefits, in the case of the death of the employee's aunt, uncle, niece, nephew, or grandparent of the employee's spouse.

One (1) day of paid leave will be granted in the case of death of any other relative who has been residing in the same household, or any other person for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common law.

- b) Bereavement leave must be taken at the time of the funeral. Where an employee must travel more than six hundred (600) kilometres, one way, to attend a funeral, the employee will be granted travel time of two (2) unpaid days to attend the funeral.
- c) Where an employee must travel more than three hundred (300) kilometers but less than six hundred (600) kilometers, one way, to attend a funeral, the employee will be granted travel time of one (1) unpaid day to attend the funeral.
- d) If the service is not held at the time of death, one day with pay be held over from the employee's bereavement leave and granted up to six (6) months later.

### **17.04 Pregnancy and Parental Leave**

- a) Upon written request, pregnancy leave without pay and without loss of seniority shall be granted for a maximum of seventeen (17) weeks. The employee returning to work after pregnancy and/or parental leave shall provide the Employer with at least two (2) weeks' notice. On return

from pregnancy and/or parental leave, the employee will be placed in their former position. The Employer will continue the paid benefit package during the pregnancy and/or parental leave.

Parental leave of up to sixty-three (63) weeks (or up to sixty-one weeks, if the employee took pregnancy leave before their parental leave) may be taken during a period not exceeding seventy-eight (78) weeks after the birth or adoption of a child.

- b) All leave of absence under this Article shall be in accordance with the provisions of the *Employment Standards Act*.

#### **17.05 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 a juror in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

### **ARTICLE 18 - JOB DESCRIPTIONS AND CLASSIFICATIONS**

#### **18.01 Job Descriptions**

The Employer will provide the Union with copies of job descriptions for all positions in the bargaining unit.

### **ARTICLE 19 - EMPLOYEE BENEFITS**

#### **19.01 Hospital and Medical Insurance**

The Employer shall pay one hundred percent (100%) of the monthly premium cost for the following plans for each full-time employee with a), c), d), f) and g) being covered in accordance with the Town of Perth benefit plan:

- a) Medicare Supplement Insurance - Supplementary Hospital, Prescription Drugs, Extended Health Care, to be in accordance with the Town of Perth benefit plan.
- b) Vision Care at \$500 every two years (can include eye exams).
- c) Accidental Death and Dismemberment Insurance;
- d) Long Term Disability

An amount equal to 75% of the employee's monthly earnings as of the commencement of total disability, up to a maximum of \$4,500.

- e) Short Term Disability benefits will come into effect after all sick leave days have been used, with a maximum of seventy-five percent (75%) of salary, up to sixteen (16) weeks, with the plan being paid by the Library Board;
- f) Blue Cross Dental Plan #9 (prior year O.D.A. Schedule), to a maximum of \$1000 per year;
- g) Life Insurance at twice an employee's annual salary.

#### **19.02 Workers' Compensation**

- a) All employees shall be covered by the *Workers' Safety and Insurance Act* and by the Regulations of the *Workplace Safety and Insurance Act*.
- b) While an employee is waiting for an approval or adjudication of a WSIB claim, the employee shall use sick leave for the purpose of salary continuance. Once a claim is approved, the employee shall compensate the employer for cost of the sick leave and the used sick leave credits shall be restored to the employee's sick leave bank.

#### **19.03 OMERS**

All employees shall have the option of joining OMERS if they meet the requirements as stated under the *Pension Benefit Act*. All employees shall be notified in writing within sixty (60) days of their eligibility date to join the OMERS Pension Plan.

#### **19.04 Retiree Benefits**

An employee who retires and is receiving a pension under OMERS may, if the employee wishes, stay on the Group Benefit Plan.

- a) **Coverage**  
The same coverage received by employees for dental and medical.
- b) **Not Covered**  
Life, Dependant Life and Accidental Death & Dismemberment, Short or Long Term Disability, Deluxe Travel Plan .
- c) **Premium**  
100% paid by the employee.

**19.05 Retirement - Compensation**

Retirement compensation will be based on credits earned during the period January 1<sup>st</sup> to December 31<sup>st</sup> of the current year as follows:

<u>Service</u>	<u>Compensation</u>
15 to 19 years	2 weeks wage
20 to 25 years	3 weeks wage
Over 25 years	4 weeks wage

**19.06 Payment in Lieu of Benefits**

All employees who do not receive insured benefits shall receive one dollar (\$1.00) per hour worked in lieu. Effective January 1, 2022 they will receive one dollar and five cents (\$1.05) per hour and effective January 1, 2023 they will receive one dollar and ten cents (\$1.10) per hour.

**ARTICLE 20 - TEMPORARY TRANSFERS**

**20.01** When an employee substitutes in a higher graded position, they shall receive the rate of pay for that position.

The above shall apply only during the absence of the person (including the CEO) being substituted for, due to sick leave of more than five (5) days or due to the annual holiday period.

**ARTICLE 21 - PAYMENT OF SALARIES AND ALLOWANCES**

**21.01** The Employer shall pay salaries bi-weekly in accordance with Appendix I attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions.

**21.02** New employees shall receive their first pay increment on January 1 of the following year or upon completion of their probationary period, whichever comes later. After passing their probationary period, an employee shall be entitled to an annual increment on January 1 of each year until the employee reaches the maximum of their classification.

**21.03** When an employee is promoted to a higher job classification or position, the starting rate of pay shall be the first rate of pay in the higher classification. If that rate is lower than the rate currently received by the employee, they shall advance to the first rate of pay that is equal to or above their current rate.

**21.04** Employees who use personal vehicles on authorized Employer business shall be reimbursed mileage at the rate set from time to time by the Town of Perth.

**21.05 Travel Expenses**

When employees are travelling on Employer approved business, or Employer approved training, the Employer will provide for a meal allowance of up to \$75.00 per day. Accommodation must be approved by the supervisor prior to booking.

**ARTICLE 22 - TERM OF AGREEMENT**

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

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

**22.03** If at any time during the course of this agreement, legislation is enacted that creates a conflict in the collective agreement, the superior provision prevails.

**ARTICLE 23 - GENERAL PROVISIONS**

**23.01 Copies of the Agreement**

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

**23.02 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**ARTICLE 24 - MERGERS AND AMALGAMATION**

**24.01** In the event of any proposed merger, amalgamation, rationalization, transfer, or sale of the Perth and District Union Public Library, the Employer agrees to meet with and consult with the Union in advance and to allow the Union to make a submission for consideration by the Library Board.

Signed this 09-May-2022 day of 09-May-2022, **2022.**

**For the Employer:**

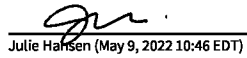


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**For the Union:**

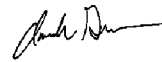


Julie Hansen (May 9, 2022 10:46 EDT)

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May 5, 2022

## APPENDIX 1 - WAGES

<b>Page</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1-Jan-21	\$15.53	\$16.11	\$16.69	\$17.27	\$17.86
1-Jan-22	\$15.76	\$16.35	\$16.94	\$17.53	\$18.13
1-Jan-23	\$16.01	\$16.61	\$17.21	\$17.81	\$18.42
1-Jan-24	\$16.29	\$16.90	\$17.51	\$18.12	\$18.74
<b>Caretaker</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1-Jan-21	\$17.37	\$19.43	\$21.44	\$ 23.43	\$25.37
1-Jan-22	\$17.64	\$19.72	\$21.76	\$ 23.78	\$25.75
1-Jan-23	\$17.92	\$20.04	\$22.11	\$ 24.16	\$26.16
1-Jan-24	\$18.23	\$20.39	\$22.49	\$ 24.59	\$26.62
<b>Library Assistant</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1-Jan-21	\$17.37	\$19.43	\$21.44	\$ 23.43	\$25.37
1-Jan-22	\$17.64	\$19.72	\$21.76	\$ 23.78	\$25.75
1-Jan-23	\$17.92	\$20.04	\$22.11	\$ 24.16	\$26.16
1-Jan-24	\$18.23	\$20.39	\$22.49	\$ 24.59	\$26.62
<b>Library Technician</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1-Jan-21	\$23.91	\$25.05	\$26.20	\$ 27.34	\$28.48
1-Jan-22	\$24.27	\$25.42	\$26.59	\$ 27.75	\$28.91
1-Jan-23	\$24.66	\$25.83	\$27.01	\$ 28.20	\$29.37
1-Jan-24	\$25.09	\$26.28	\$27.49	\$ 28.69	\$29.88
<b>Library Specialist</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1-Jan-21	\$27.20	\$28.34	\$29.47	\$ 30.60	\$31.74
1-Jan-22	\$27.61	\$28.76	\$29.91	\$ 31.06	\$32.21
1-Jan-23	\$28.05	\$29.23	\$30.39	\$ 31.56	\$32.73
1-Jan-24	\$28.54	\$29.74	\$30.92	\$ 32.11	\$33.30
<b>Coordinator</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1-Jan-21	\$31.01	\$32.26	\$33.55	\$ 34.89	\$36.28
1-Jan-22	\$31.47	\$32.74	\$34.05	\$ 35.41	\$36.82
1-Jan-23	\$31.98	\$33.26	\$34.59	\$ 35.98	\$37.41
1-Jan-24	\$32.54	\$33.85	\$35.20	\$ 36.60	\$38.06

# LETTER OF UNDERSTANDING #1

between

**PERTH AND DISTRICT UNION PUBLIC LIBRARY  
("Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2976-01  
("Union")  
(Collectively the "Parties")**

**Re: Emergency Response Committee (ERC)**

## **1. Conditions of Agreement**

- a) This Letter of Understanding operates during a period in which both of the following conditions are satisfied:
  - i. A disease has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and
  - ii. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* whether to either the whole province of Ontario or in relation to that part of the province of Ontario in which the Employer carries on operations.
- b) If this Letter of Understanding has come into operation, it shall immediately cease to operate when either of the above conditions is no longer satisfied.

## **2. Terms of Agreement**

The parties agree:

- a) The Joint Health and Safety Committee shall constitute the Emergency Response Committee (ERC). The ERC shall meet within 24 hours of this Letter of Understanding coming into operation and shall continue to meet as determined by the ERC. All relevant information from all sources shall be shared among the members of the ERC.
- b) All parties shall continue to exercise their rights and carry out their respective duties as laid out in the *Occupational Health and Safety Act*. The Act sets out the rights and duties of all parties in the workplace, as well as the procedures for dealing with workplace hazards and for enforcement as needed.

- c) Suggested guidelines and procedures for managing the library during a public health emergency are provided in the library's Pandemic Response And Business Continuity Plan. The employer shall make the foregoing available to the ERC within (15) fifteen days of the document being executed. Concerns and proposals for modifying the plan shall be brought to the ERC.
- d) The ERC shall develop an operational plan based on the Pandemic Response And Business Continuity Plan and public health guidance. It shall include but not be limited to the following items:
  - i. Specific health and safety protocols
  - ii. Emergency plans
  - iii. Staff redeployment strategies and/or strategies for working from home and supports to do so in the event of the closure of the library building.
  - iv. Application of Collective Agreement benefits and entitlements in the event of a disruption of regular work.
  - v. Accommodation required for employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family responsibilities.

3. The Employer agrees that in the event any bargaining unit employee must self-isolate, or be quarantined, they shall continue to be paid regular wages during this time and shall work from home. If the bargaining unit employee is ill and cannot work, they shall use their sick leave entitlement.

4. In the event of a dispute regarding the implementation or application of this Letter of Understanding, resolution will be achieved using the Grievance and Arbitration procedures found in the Collective Agreement.

**5. Without Prejudice**

- a) The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

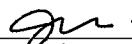
**6. Collective Agreement Prevails**

- a) The parties agree that in any conflict between the Collective Agreement and this Letter of Understanding, the Collective Agreement prevails.

Dated at 09-May-2022 , this <sup>09-May-2022</sup> of 09-May-2022 2022.

**For the Employer:**

**For the Union:**


  
 Julie Hansen (May 9, 2022 10:46 EDT)

Carol Rigby

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*[Handwritten signature]*

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:lms\*cope 491 ↙  
May 5, 2022

**LETTER OF UNDERSTANDING #2**

**between**

**PERTH AND DISTRICT UNION PUBLIC LIBRARY  
("Employer")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2976-01  
("Union")  
(Collectively the "Parties")**

**Re: Mandatory Vaccination**

In the event that the whole province of Ontario (or that part of the province of Ontario in which the Employer carries on operations, or an area specifically designated by the Medical Officer of Health or Public Health Official) requires the vaccination of essential workers, and library workers are deemed to be essential, the Employer shall meet with the Union to discuss the applicability and implementation of the mandatory vaccination for bargaining unit members.

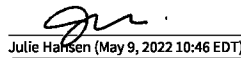
The parties will meet within seven (7) days of such regulation or order coming into force.

**Dated at** 09-May-2022 , **this** <sup>09-May-2022</sup> **of** 09-May-2022 **2022.**

**For the Employer:**

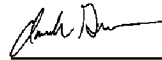
**For the Union:**



  
Julie Hahsen (May 9, 2022 10:46 EDT)







:lms\*cope 491  
May 5, 2022

**LETTER OF UNDERSTANDING #3**

**between**

**PERTH AND DISTRICT UNION PUBLIC LIBRARY  
("Employer")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2976-01  
("Union")  
(Collectively the "Parties")**

**Re: Full-Time Employee Benefits Plan**

It is agreed that the Employer shall provide Local 2976-01 with the current full-time employee benefits plan on an annual basis, no later than January 30 of each calendar year.

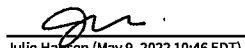
The Employer agrees to notify Local 2976-01 upon receiving notice of any change to the benefits plan.

**Dated at** 09-May-2022 , **this** <sup>09-May-2022</sup> **of** 09-May-2022 **2022.**

**For the Employer:**

**For the Union:**

  
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Julie Hansen (May 9, 2022 10:46 EDT)  
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May 5, 2022