

COLLECTIVE AGREEMENT

BETWEEN:

COCHRANE PUBLIC LIBRARY BOARD
Hereinafter referred to as “the Board”

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL UNION 71-4
Hereinafter referred to as “the Union”

Effective Date:
January 1st, 2022 to December 31st, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to encourage efficiency in operations, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - SCOPE

- 2.01 The Board recognizes the Canadian Union of Public Employees and its Local 71-4 as the sole and exclusive collective bargaining agent for all its employees save and except Chief Executive Officer, persons above the rank of Chief Executive Officer and Day Student Employee.
- 2.02 The Board hereby consents and agrees to discuss with the Union, or any of its authorized committees, all matters affecting the relationship between the Parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 3 – NO OTHER AGREEMENTS

- 3.01 No employee covered by this Agreement shall be required or permitted to make any written or oral agreement which may conflict with the terms of this Agreement.

ARTICLE 4 - DEFINITIONS

- a) “Full-time Employee” shall mean an employee who has completed the probationary period and is employed by the Board on a regular basis, for a minimum of thirty (30) hours per week.
- b) “Probationary Employee” shall mean a newly hired employee who is not eligible for any employee benefits conferred under this Collective Agreement and who will not be placed on a seniority list until they have completed 420 hours of employment with the Board, during which period the Board may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period their seniority will be computed from date of hiring. The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure.

Periods of absence in excess of five (5) working days shall not be included in the probationary period of 420 hours and the probationary period shall be extended in consideration of such time lost.

- c) "Part-time Employee" shall mean a person who has satisfactorily completed a probationary period of 420 hours and thereafter is normally scheduled to work less than full-time hours (i.e., 30 hours weekly). A Part-time employee may work other than their regularly scheduled weekly hours on a temporary basis to cover absences due to illness, vacations, and leaves of absence or to augment regular staff during peak periods and still retain part-time status.
- d) "Casual Employee" shall mean a person who does not work on a regularly scheduled basis but is called to work as required. A Casual Employee shall not be entitled to benefits included in this Collective Agreement except where specifically provided for.
- e) "Day Student Employee" shall mean a full-time student in a recognized school under the Ministry of Education who is used in a job training program established by their school and employed without wages during the normal school year. Their term of employment shall not exceed twelve (12) weeks during the normal school year. The employment of a Day Student Employee shall not result in a lay off or a reduction of hours of any bargaining unit employee.
- f) "Student" shall mean a full-time student attending a recognized school under the Ministry of Education who is used to augment the regular staff during the summer vacation period (May to August). A Student shall not be entitled to any benefits under this Collective Agreement except where specifically provided for. The employment of the student shall not result in the lay-off or reduction of hours of work of any bargaining unit employees.

ARTICLE 5 - RECOGNITION

- 5.01** The Library Board hereby recognises the Union as the sole and exclusive bargaining agent for all employees covered by Article 2 of this Agreement, with respect to hours of work, wages and working conditions, and all other matters pertaining to this Collective Agreement.
- 5.02** The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment, which affect employees within the bargaining unit, within 10 working days of the occurrence. The Board shall forward all correspondence to the Chief Steward of the Local, at P.O. Box 1778, Cochrane, Ontario P0L 1C0.
- 5.03** Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the contexts of the party or parties hereto so require.

ARTICLE 6 - DISCRIMINATION

6.01 The Board and the Union agree there shall be no discrimination exercised or practised with respect to any employee by reason of race, colour, ancestry, place of birth, residence, ethnic group, citizenship, religion, sex, disability, sexual orientation, age, marital status, family status or handicap, nor by reason of past, present or future membership or activity in the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union agrees that the Board has and shall retain the exclusive right to manage and direct its operations in all matters, which are not specifically restricted by this Agreement.

7.02 The Board agrees that these functions shall be in conjunction with all conditions and provisions of this Collective Agreement, and further that they will be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the employee's right to lodge a grievance as set forth herein.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Board agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement.

8.02 The Union agrees that there will be no strikes or picketing, slowdowns or stoppage of work or collective action, which will stop or interfere with the functioning of the Board's services for the duration of this Agreement.

ARTICLE 9 - CHECKOFF OF UNION DUES

9.01 The Board shall deduct from every employee, on every pay period of each month, any dues or assessments levied in accordance with the Union's request.

9.02 Deductions shall be forwarded to the National Secretary-Treasurer of the Union, no later than the 10th day of the month following in which the dues were deducted, accompanied by a list of the names of all employees from whose wages the deductions have been made, showing any deletions or additions.

9.03 At the time that Income Tax (T-4) slips are prepared by the Municipality on behalf of the Board, the amount of Union dues paid by each Union member in the previous year shall be included.

9.04 The Union agrees to indemnify and save harmless the Board against any claim for liability arising out of or resulting from the operating of this Article.

ARTICLE 10 - CORRESPONDENCE

10.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass, except as provided for elsewhere in this Agreement, to and from the Chief Executive Officer and the Recording Secretary of the Local.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 No employee who has completed their probationary period shall be discharged, suspended or disciplined without just cause. Such employee and the Union shall be notified promptly, in writing, by the Board of the reasons for such action.

11.02 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect a reasonable number of Stewards, who shall be employees of the Board, whose duty shall be to assist any employee which the Stewards represent, in preparing and in presenting his grievance in accordance with the grievance procedure.

12.02 The Union shall notify the Board in writing of the name of each Steward.

12.03 The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

12.04 The Grievance Committee shall be composed of the Steward directly involved with the grievance and the Grievor, where applicable.

12.05 The Board agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

12.06 It is understood that a Steward has their regular work to perform on behalf of the Board and that they will not leave their work without first obtaining permission from the Chief Executive Officer. Such permission shall not be unreasonably withheld.

- 12.07** For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.
- 12.08** Elected or appointed members of the Grievance Committee shall not suffer any loss of regular pay for time spent at grievance meetings with the Board during the employee's regular working hours.
- 12.09** Grievances may be submitted provided that not more than five (5) working days have elapsed since the discovery of the alleged grievance.
- 12.10** Grievances and replies to grievances shall be in writing at all stages. An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1

It is the mutual desire of the parties hereto that complaints should be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of addressing the complaint. Such complaint shall be discussed with her immediate supervisor within five (5) working days from the event given rise to the complaint or from when the employee should have reasonably become aware of the event giving rise to the complaint. Failing settlement with five (5) working days, the matter may be taken up as a grievance within five (5) working days following their supervisor's decision.

Step 2

An Employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss the matter with the Steward, within five (5) working days of the incident upon which the grievance is based.

Step 3

If the Steward considers the complaint justified, the Grievance Committee shall discuss the grievance with the Chief Executive Officer within ten (10) working days of Step 1. The Chief Executive Officer shall render a decision within ten (10) working days.

Step 4

Failing a satisfactory settlement at Step 3, the Grievance Committee may, within ten (10) working days of receipt of the response at Step 3, present submit the written grievance and the redress sought to the Board who shall render their decision with ten (10) working days of hearing the Union's submission at Step 4.

Step 5

Failing a satisfactory settlement at Step 4, the matter may be referred to Arbitration as hereinafter provided.

- 12.11** Any complaint or grievance not commenced or processed through the next step of the Grievance Procedure within the time specified shall be deemed to have been abandoned. However, such time limits may be extended during the specified time period, by consent of the parties to this Agreement, in writing.
- 12.12** No employee, group of employees, or member of any Union Committee shall be permitted to take up the matter of a grievance with any individual member of the Board.
- 12.13** The Board shall provide the necessary facilities for the grievance meeting.
- 12.14** The Board agrees that the employee(s) shall have the right to assistance from a Union Representative. Such Representatives shall have access to the Board's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 13 - ARBITRATION

- 13.01** Should a grievance fail to be satisfactorily resolved under the Grievance Procedure, either party may, within thirty (30) days following receipt of the decision of the Board at Step 4 of the Grievance Procedure, or in the event no written reply is received, notify the other party, in writing, of its intent to submit the matter to Arbitration.
- 13.02** When either party advises that it intends to submit a grievance to Arbitration, it shall notify the other Party by registered mail or email indicating the name and address of its nominee to the Board of Arbitration. Within ten (10) days thereafter the other Party shall respond by Registered Mail indicating the name and address of its nominee to the Board. The nominees will attempt to agree on the appointment of a Chair. Failing agreement, either Party may apply to the Ministry of Labour for an appointment.
- 13.03** Any grievance not submitted to Arbitration within the time frame specified shall be deemed to have been abandoned. However, such time limits may be extended during the specified time period, by consent of the parties to this Agreement, in writing.
- 13.04** The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- 13.05** The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Arbitration Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

In no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge, suspension or discipline grievance by an arrangement, which in its opinion, it deems just and equitable.

13.06 Each Party shall pay:

The fees and expenses of the Nominee it appoints and one-half the fees and expenses of the Chairperson.

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

13.08 Notwithstanding Clause 13.02, whenever Arbitration Board is referred to in this Agreement, the parties may mutually agree to substitute a single Arbitrator for the Arbitration Board and the provisions of this Article shall appropriately apply.

13.09 Grievance Settlement Officer

Notwithstanding the foregoing, the parties hereto may mutually agree to utilize the services of a Grievance Settlement Officer.

ARTICLE 14 - LABOUR MANAGEMENT COMMITTEE

14.01 The parties agree to appoint a Labour Management Committee comprised of the Chief Executive Officer and two (2) Union representative.

14.02 The Committee shall meet to discuss points of mutual interest between the parties, it being understood that the Committee shall not discuss grievances.

14.03 Right of Fair Representation

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

14.04 The Committee shall meet once every three (3) months at a time mutually agreeable to the parties.

14.05 Committee members shall exchange agenda items at least forty-eight (48) hours in advance of the meeting.

- 14.06 A Committee member shall not suffer any loss of pay for time spent during regular working hours attending meetings of the Labour Management Committee.
- 14.07 Minutes of each meeting of the Committee shall be prepared and signed by the joint members, as promptly as possible following the meeting.
- 14.08 The Committee shall not supersede the activities of any other Committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 15 - LABOUR MANAGEMENT RELATIONS

15.01 Representatives

- a) All Union committee members shall be employees of the Board.
- b) The Board shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.
- c) The Union will supply the Board with the names of its officers.

15.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Board of the Union members of the Committee. Elected or appointed members of the Bargaining Committee shall not suffer any loss of regular pay for time spent at meetings with the Board during the employee's regular working hours.

ARTICLE 16 - SENIORITY

- 16.01
- a) Seniority for a full-time employee is defined as the length of continuous employment with the Board calculated from the employee's latest date of hire with the Board.
 - b) Seniority for a part-time employee or casual employee shall be determined by the number of hours worked by the employee from the employee's latest date of hire with the Board.
 - c) For purposes of this Agreement, vacation entitlement will be based on 1560 hours and 1820 hours worked equaling one year's service with the Board.

16.02 Seniority is defined as length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls.

16.03 The Board shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, their names will be drawn from a hat by the Union Steward. The first name drawn shall be identified as the most senior employee and so on until the names of all persons hired on the same day have been drawn.

An up-to-date seniority list shall be sent to the Union and a copy posted twice yearly on the bulletin board.

Protests regarding seniority standing shall be submitted to the Chief Executive Officer within thirty (30) calendar days of the date of posting. Where proof of error is presented by an employee or the Union Steward such error will be corrected and, when so corrected, the agreed upon correction date shall be final. An employee absent from work on an approved leave of absence will be allowed 30 days from their return to work to submit an objection to the seniority list.

16.04 An employee's seniority rights shall cease, and employment shall be terminated in the event the employee:

- a) Employee is discharged for just cause and is not reinstated;
- b) Employee voluntarily resigns in writing;
- c) fails to return to work on the first scheduled work day after completion of a leave of absence;
- d) fails to return to work within ten (10) working days of being sent a recall notice by registered mail to their last recorded address with the Board. It shall be the responsibility of the employee to keep the Board informed of their current address.
- e) is laid off for a period, of twelve (12) months, or longer;
- f) uses a leave of absence for purposes other than those for which the leave of absence was granted;
- g) is absent from work for three (3) consecutive days or more without notifying the Chief Executive Officer;
- h) Casual employees who have refused 3 shifts in three consecutive months without just cause, shall be considered as having resigned from their position.

ARTICLE 17 - JOB POSTING

17.01 New positions created within the bargaining unit and vacancies which the Board intends to fill shall be posted on the Board's bulletin board for a period of five (5) working days. If no suitable candidate applies, the Board may fill the position(s) by a new hiring. In this Article, vacancies shall mean those vacancies anticipated to extend beyond thirty (30) working days.

The Board shall not be prevented from temporarily filling any position during the initial and/or subsequent posting periods.

17.02 a) The posting shall describe the nature of the position, the knowledge, education, and skill required for the position, the shift, hours of work, and the wage or salary rate or range and duration of the vacancy.

b) An employee wishing to apply for a posted vacancy or a new position shall make application, in writing, on forms supplied by the Board for this purpose, during the five (5) working days referred to in Clause 17.01 to this Article.

17.03 In all cases of promotions, transfers and newly created positions, the Board shall consider first the qualifications and suitability of candidates. If two or more qualified and suitable candidates are equal, the senior among them shall be chosen to fill the vacancy or position.

17.04 Notice of appointments from within the bargaining unit shall be made within four (4) weeks of the posting.

17.05 a) The successful applicant for a posted position shall be placed in the position for a trial period of up to ninety (90) calendar days (420 hours for a Part-time employee). If their performance is judged unsatisfactory by the Board at any time, or if the employee wishes to return to their former position, during the trial period, they shall be reverted to their former classification, department and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.

b) If an employee is returned to their former classification under the provisions of Clause 17.05 (a), the Board may fill the position by selecting from among other qualified applicants for the position. If no other qualified applicant is available, the position shall be re-posted in accordance with Clause 17.01.

17.06 When an employee is the successful applicant to a posting for a higher classification, they will be placed on the next step of the pay grid that gives the employee an increase.

ARTICLE 18 - LAYOFF AND RECALL

18.01 a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, providing they are qualified to do the work. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

b) Unless legislation is more favorable to an employee, the Board shall provide an employee about to be laid off with at least ten (10) working days notice prior to the effective date of the layoff. If the employee is not given the opportunity to work the days as provided in this article, they shall be paid at their regular rate for the days for which work was not made available.

18.02 Upon receipt of the notice of layoff, an employee shall have five (5) working days to notify their supervisor and the Union, in writing, of their wish to displace a less senior employee. Failing to provide such notice during the five (5) day period will result in the employee being placed on layoff.

18.03 a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a recall, employees shall be recalled in the order of their bargaining-unit-wide seniority, providing they are qualified to do the work.

b) No new employees shall be hired until those laid off have been given an opportunity of re-employment.

18.04 Recall Procedure

The Board shall notify the employee of a recall opportunity by registered mail, addressed to the employee's last address on record with the Board. Notification will be copied to the Union. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. An employee shall be provided at least seven (7) calendar days notice of commencement of employment.

The employee is solely responsible for his current address being on record with the Board.

18.05 An employee shall remain on the recall list for a period of twelve (12) months. If the employee has not been recalled to regular employment during this period, their employment shall be deemed terminated.

18.06 The Board shall not be responsible for continuing an employee's participation in any employee group benefits plans or pension plan during a period of layoff.

ARTICLE 19 - RELIEVING IN HIGHER GRADES

19.01 (a) When an employee is assigned to a bargaining unit position of higher rating for a minimum of one (1) full day, they shall receive the starting rate for that position in which they are to first be deemed qualified as follows:

- 1) Be fully trained for the position according to the job procedures
- 2) Have completed the required training at a level satisfactory to the CEO and in consultation with the Labour Management Committee.

(b) When an employee is assigned to relieve in a supervisory role, the employee shall be paid a ten (10%) percent premium above their current regular rate of pay while so assigned.

19.02 When an employee is assigned to a bargaining unit position of a lower rating, they shall maintain their regular rate of pay while so assigned.

ARTICLE 20 - HOURS OF WORK

20.01 (a) **Full-time Employees:** A normal work week shall consist of a minimum of thirty (30) hours per week to a maximum of 35 hours per week.

(b) **Part-time Employees:**

i) The Board agrees to schedule Part-time employees according to their seniority in their posted position. (The Board agrees to provide a minimum of two (2) weeks notice prior to changing the regularly scheduled shift of a Part-time employee.

ii) Where extra work becomes available, it will be first offered on the basis of seniority to qualified Part-time employees (to a maximum of thirty-five (35) hours in any one week.)

iii) Where no Part-time employee is available or willing to perform the available work, such additional work shall be offered to Casual employees on a rotational basis.

iv) A Casual employee shall be offered additional work which becomes available when no part-time employee is available at straight time.

(v) Work performed by Part-Time employees shall not reduce the hours of Full-Time employees

(vi) Part-Time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three (3) hours of work.

(vii) Employees scheduled to work 8 hours will be entitled to an unpaid one (1) hour lunch break.

20.02 a) An employee who has been outside the Bargaining Unit for twelve (12) or more months shall have their name removed from the seniority list. Any such employee returning to the Bargaining Unit shall be considered as a new employee. This provision shall not apply where the leave is extended by mutual consent of the Union and the Board.

b) Seniority will continue to accumulate for the first thirty (30) calendar days of the leave of absence. Therefore, seniority shall not accumulate, but will remain fixed at the amount held at the commencement of the application of this Article, until the earlier of the employee's return to work or expiration of the twelve (12) month period.

20.03 Staff shall be scheduled in such a way as to avoid a working alone situation.

ARTICLE 21 – OVERTIME

21.01 Full-time, part-time, and casual employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked in excess of thirty-five (35) hours per calendar week.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Leave

An employee elected or appointed as a salary representative of the Union may be granted a leave of absence without pay for a period not to exceed six (6) months at any one time. It is understood that during this period, the employee may pay monthly payments themselves to maintain benefits coverage.

22.02 Leave of Absence for Union Functions

Employees elected or appointed to represent the Union at a conference, convention, or on other Union business shall be granted leave of absence, without loss of seniority and without pay, for sufficient time to attend to the business for which the leave is requested, provided:

- (1) such leave is requested, in writing, by the Union not later than one (1) calendar week before such leave is required; and
- (2) such leave does not seriously reduce the efficiency of the department.

22.03 General Leave

- a)** The Board may grant a request for leave of absence, without pay, for legitimate personal reasons provided that it receives reasonable notice, in writing, and provided that such leave does not, in the opinion of the Board, interfere with the efficiency of its operations. An employee shall apply in writing for such leave and shall indicate the proposed date of departure, the reason for the leave, and the date of return to work. Leave of absence shall not be granted for the purpose of accepting employment elsewhere.
- b)** Any leave of absence granted by the Board shall be confirmed in writing and shall set out the length of leave granted, the purpose of the leave and the terms on which such leave is granted.
- (c)** Seniority will continue to accumulate for the first thirty (30) calendar days of the leave of absence. Thereafter, seniority shall not accumulate, but will remain fixed at the amount held at the commencement of the application of this Article, until such time as the employee returns to their employment with the Board.
- (d)** An employee on approved leave of absence for a period in excess of four (4) weeks duration may continue coverage under the Board's Employee Benefits Plans, as set out in Article 24 to this Agreement, by paying 100% of the premium costs for coverage during the leave of absence. Where an employee elects to continue such coverage, payment for the full premium costs shall be made to the Board no later than the first working day of each month, otherwise coverage will be terminated until such time as the employee returns to work.

22.04 Bereavement Leave

- (a)** An employee shall be granted a paid leave of absence of up to three (3) days, for the death of their immediate family.
- (b)** Immediate family shall include: parent, spouse, children, sister, brother, father-in-law, mother-in-law, brother-in-law and sister-in-law, grandchild and grandparent, grandparent-in-law, daughter-in-law, or son-in-law.
- (c)** In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Chief Executive Officer, on request, and at their sole discretion, may grant additional bereavement leave.
- (d)** Where the employee is required to travel over four hundred kilometers (400 km) one-way, an additional two (2) days leave with pay will be granted.

22.05 An employee on authorized leave of absence shall be continued on the seniority list for the group in which they have established seniority rights.

22.06 Pregnancy and Parental Leave

Pregnancy and Paternal Leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1990, as amended.

22.07 Time Off for Elections

Employees shall be provided with three (3) consecutive hours for the purpose of voting in a provincial, municipal, or federal election, or Referendum. Such additional time shall be given at the convenience of the Board as may be necessary to provide for such hours while the polls are open.

22.08 Paid Jury Duty or Court Witness Duty Leave

The Board shall pay an employee who is required to serve as a Juror or witness under subpoena the difference between their normal earnings and the payment they receive for such service, excluding payments for travel, meals, or other expenses. The employee shall provide the Board with proof of service and the amount of pay received.

ARTICLE 23 - BULLETIN BOARDS

23.01 It is agreed by the parties hereto that the Union shall have the right to use space on bulletin boards supplied by the Board to post notices of meetings and such other notices as may be of interest to the employees concerned.

ARTICLE 24 - EMPLOYEE PENSION PLAN

24.01 (a) All full-time employees shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System (OMERS) pension plan. The employees and Board shall make contributions in accordance with the provisions of the Plan.

(b) A Part-Time employee who works 700 hours or more with the Board or whose earnings exceed 35% of the Yearly Maximum Pensionable Earnings under the Canada Pension Plan in any two (2) consecutive years shall be provided with the option of joining the OMERS Pension Plan. Should the employee elect to participate in the Pension Plan, the employee and the Board shall make contributions to the Plan as required by OMERS.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 The Board shall pay one hundred percent (100%) of the premiums for the following plans to the insurers for all Full-Time employees as per the terms of the existing Master Policy.

Extended Health Care Plan (with no deductible)

- **Vision Care:** every twenty-four (24) months as of date of ratification \$500.00. Vision care to include eyeglasses, lenses and/or contacts lenses per the terms and conditions of the Master Agreement.
- **Basic Dental Plan:** plus. fifty percent (50%) denture coverage to a maximum of \$750 once every five (5) years, plus orthodontic care at fifty percent (50%) to a maximum of \$1,500 per lifetime for dependants up to age 19.
- **Basic Chiropractic Services:** up to \$15.00 per visit to a maximum of \$500.00 per family/single coverage per year.
- **Drug Plan:** Prescribed drugs, pay-direct drug card, mandatory generic drugs (doctor approved), mandatory co-ordination of benefits.

Group Life Insurance Plan & Accidental Death and Dismemberment:

- 2x annual salary basic life minimum of \$50,000.00
- Premium for additional (optional) life insurance to be paid by the Employee through payroll deduction.
- Spousal/Dependant Life: \$10,000 for spouse; \$5,000 for each dependent child

Weekly Indemnity Plan: (1-4-17)

- Seventy-five (75%) of the Employee's basic wages, at the time of disability as per terms and conditions of Master Agreement. First day hospitalisation, fourth day sickness, seventeen weeks benefit period.

Long Term Disability Plan

- Seventy-five (75%) of the Employee's basic wages, at the time of disability as per terms and conditions of Master Agreement.

25.02 The Board agrees to continue an employee's participation in the benefit plans outlined in this Article during a period when an employee is absent from work and receiving sick leave benefits through the Board or in instances when an employee is off work and in receipt of Weekly Indemnity benefits through the Board's insurer.

25.03 (a) An employee prevented from performing their regular work with the Board due to an occupational injury that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Workplace Insurance Act, shall receive the difference between their regular salary from the Board and the disability compensation payments received from WSIB.

Such payment by the Board shall continue only while the employee is receiving temporary disability compensation benefits from WSIB and shall cease at such time as an award for permanent total disability or permanent partial disability is made to the employee by WSIB or when the employee returns to active employment, whichever occurs first.

(b) Where an employee files a claim for WSIB benefits, the Board shall continue to pay the employee their regular salary during the period while their claim for temporary partial disability benefits is being adjudicated by the WSIB. In the event the employee's claim for WSIB benefits is denied, the employee shall be responsible for reimbursing the Board for any payments under this clause.

25.04 The Board agrees to assume responsibility for any fee charge by a Physician for completing forms where such information is requested by the Board. It is understood that this Clause shall not apply in instances where information is required by the Board's insurer for purposes of adjudicating a claim.

25.05 A part-time or casual employee shall receive an additional four percent (4%), calculated on their gross pay, each pay period, in lieu of benefits.

ARTICLE 26 – SICK LEAVE PROVISIONS

26.01 Each full-time employee shall be entitled to five (5) non-accumulative paid sick leave days per calendar year; which sick leave credits shall be credited on January 1st, each year. A new employee shall be granted sick leave on a pro-rated basis during the first calendar year of employment based on the number of months of employment.

26.02 Absences for less than a full day shall be charged against the employee's sick leave account on a pro-rated basis.

26.03 An employee may be required to produce a certificate from a duly qualified medical practitioner if such employee is off work more than three (3) consecutive working days or on four (4) occasions during a calendar year. The Board shall cover the cost of the medical certificate.

26.04 An employee who has used up all their sick leave credits and through illness is unable to return to work will be placed on leave of absence, during which period they will not receive pay, vacation service credits, holiday pay or sick leave credits but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period of twelve (12) months. If the employee is unable to return to work upon expiration of the leave of absence, their employment shall be deemed terminated.

Notwithstanding the above, where an employee is off work due to illness and is in receipt of benefits through the Board's Long-Term Disability insurer, the period of leave of absence shall be twenty-four (24) months. If the employee is unable to return to work upon expiration of the twenty-four (24) month leave of absence, their employment shall be terminated.

26.05 Notwithstanding the above, the Board and the Union recognize their mutual obligation not to discriminate against the rights of any employees under the Ontario Human Rights Code.

ARTICLE 27 - PAID HOLIDAYS

27.01 (a) The Board agrees to recognize the following as paid holidays:

New Year's Day	Civic Holiday
January 2 nd	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	National Day for Truth and Reconciliation

The last four (4) hours of an employee's shift on Christmas Eve and/or New Year's Eve, if the employee is otherwise scheduled to work.

- (b)** Each employee shall be entitled to a holiday with pay on each of the days listed in Clause 27.01, or a day declared in lieu thereof, provided they work their scheduled working day immediately preceding and following the holiday, unless absence is due to verified illness, death in the immediate family, or when the Chief Executive Officer has granted permission, in writing, for the day.
- (c)** Payment of holiday pay to a Part-time employee shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the holiday occurs, divided by 20.

27.02 In event of any of the above-named holidays falling on a Saturday or Sunday, the day substituted by the federal, provincial or municipal governments shall be observed. Where the day is proclaimed to be observed on an employee's day off, the employee shall receive the day following in lieu of.

27.03 It is clearly understood and agreed upon, that employees shall not have their salaries reduced by the observance of the aforementioned holidays, and if called upon to perform their duties on such holidays, then said employees shall be compensated at the rate of time and one-half (1½) their regular rate of pay, plus the day's pay for such holiday at straight time, with a guarantee of at least four (4) hours' pay for four (4) hours work or less.

27.04 It is further agreed that should the mayor of the municipality or the federal or provincial governments hereinafter declare a day or days to be celebrated as a holiday, then the Board agrees to grant same with pay.

27.05 The Board further agrees that should any of the aforementioned paid holiday fall during the employee's vacation period, then said employee shall be entitled to an extra day's vacation with pay.

ARTICLE 28 – VACATIONS

28.01 (a) Annual vacation with pay will be granted to full-time employees in accordance with the following schedule:

After 1 completed year of service.....	2 weeks
After 3 consecutive years of service.....	3 weeks
After 7 consecutive years of service.....	4 weeks
After 15 consecutive years of service.....	5 weeks
After 20 consecutive years of service.....	6 weeks
After 25 consecutive years of service.....	7 weeks
After 30 consecutive years of service.....	8 weeks

(b) Part-time/Casual vacation entitlement, qualifiers and calculation of payment

(The following is applicable to regular part-time and casual employees)

An employee who has completed less than 5460 hours of continuous service shall receive 4% vacation pay.

An employee who has completed 5460 working hours, but less than 12740 hours of continuous service shall receive 6% vacation pay.

An employee who has completed 12740 working hours, but less than 27300 hours of continuous service shall receive 8% vacation pay.

An employee who has completed 27300 hours, but less than 36400 hours of continuous service shall receive 10% vacation pay.

An employee who has completed 36400 hours, but less than 45500 hours of continuous service shall receive 12% vacation pay.

An employee who has completed 45400 hours of continuous service shall receive 14% vacation pay.

Progression on Vacation Schedule

Part-time employees and casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1820 hours worked.

28.02 (a) Each full-time employee shall be required to take their annual vacation within the calendar year in which the credits were earned.

- (b) Notwithstanding Clause 20.02 (a), the Chief Executive Officer, at their discretion, may grant an employee's request to carry-over a maximum of ten (10) vacation days into the next calendar year, where, in their opinion, circumstances warrant such consideration.

28.03 Vacation Pay on Termination

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

- 28.04** In the event of the death of an employee, their Executors or Administrators shall be entitled to receive such vacation pay as may stand to their credit subject to the necessary tax releases being filed with the Chief Executive Officer.
- 28.05** Vacation schedules shall be posted by March 31st of each year and shall not be changed unless mutually agreed by the parties. In the event of two or more employees requesting the same vacation period, preference shall be given to the senior employee.
- 28.06** An employee shall not accrue vacation entitlement during a period of personal leave of absence or layoff extending beyond twenty (20) working days or during a period when an employee is in receipt of long-term disability benefits through the Board's insurers.
- 28.07** When two or more employees wish to take vacation at the same time and only one (1) from each classification can be spared, then the employee(s) with the greatest seniority shall be given preference in each classification.

ARTICLE 29 – WORKPLACE SAFETY INSURANCE BOARD

- 29.01** An employee receiving temporary or permanent disability benefits from the Workplace Safety and Insurance Board in consideration of an illness or injury sustained while employed by the Board shall have right to reclaim the job being performed at the onset of disability or, if this job is no longer available, a comparable job at a comparable rate of pay. An employee's entitlement to the privileges set forth in this clause shall be limited to a period of twenty-four (24) months from the onset of disability. Should the employee be unable to resume their regular duties prior to the expiration of the twenty-four (24) month period, their employment will be terminated and they shall lose all seniority rights and shall not be eligible for any benefits conferred under this Agreement.
- Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a handicap, as defined in the Ontario Human Rights Code, as amended.

ARTICLE 30 – COPIES OF AGREEMENT

30.01 The Board agrees to provide each employee with a copy of this Agreement and any renewals thereof.

ARTICLE 31– TERM OF AGREEMENT

31.01 This Agreement shall be binding and remain in effect from January 1st, 2022, to December 31st, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, during the period of ninety (90) days prior to the 31st day of December in any year that it desires its termination or amendment.

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

This Agreement made and entered into this 15 Day of December 2023.

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL
UNION NO. 71-4

SIGNED ON BEHALF OF:
THE COCHRANE PUBLIC
BOARD

Stephan - McLean
Hem
Heath B.
President

C. Noor Rajacka
Jennifer Selma

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2022

COCHRANE PUBLIC LIBRARY BOARD

2% wage increase

HOURLY WAGE RATE SCHEDULE

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 12 Months</u>
Assistant to the Chief Executive Officer	\$25.00	\$26.49	\$27.99
Collection Services Technician	\$22.43	\$23.49	\$24.72
Program Services Coordinator	\$20.55	\$21.61	\$22.77
Circulation Clerk	\$18.20	\$19.34	\$20.29
Casual Employee	\$17.10	\$18.11	\$19.86
Student (over 18)	as per ESA		
Student (under 18)	as per ESA		

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2023

COCHRANE PUBLIC LIBRARY BOARD

3% wage increase

HOURLY WAGE RATE SCHEDULE

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 12 Months</u>
Assistant to the Chief Executive Officer	\$25.75	\$27.28	\$28.83
Collection Services Technician	\$23.10	\$24.19	\$25.46
Program Services Coordinator	\$21.17	\$22.26	\$23.45
Circulation Clerk	\$18.75	\$19.92	\$20.90
Casual Employee	\$17.61	\$18.65	\$20.46
Student (over 18)	as per ESA		
Student (under 18)	as per ESA		

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2024

COCHRANE PUBLIC LIBRARY BOARD

2.75% wage increase

HOURLY WAGE RATE SCHEDULE

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 12 Months</u>
Assistant to the Chief Executive Officer	\$26.46	\$28.03	\$29.62
Collection Services Technician	\$23.74	\$24.86	\$26.16
Program Services Coordinator	\$21.75	\$22.87	\$24.09
Circulation Clerk	\$19.27	\$20.47	\$21.47
Casual Employee	\$18.09	\$19.16	\$21.02
Student (over 18)	as per ESA		
Student (under 18)	as per ESA		

SCHEDULE "A"

EFFECTIVE JANUARY 1, 2025

COCHRANE PUBLIC LIBRARY BOARD

2.5% wage increase

HOURLY WAGE RATE SCHEDULE

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 12 Months</u>
Assistant to the Chief Executive Officer	\$27.12	\$28.73	\$30.36
Collection Services Technician	\$24.33	\$25.48	\$26.81
Program Services Coordinator	\$22.29	\$23.44	\$24.69
Circulation Clerk	\$19.75	\$20.98	\$22.01
Casual Employee	\$18.54	\$19.64	\$21.55
Student (over 18)	as per ESA		
Student (under 18)	as per ESA		

