

COLLECTIVE AGREEMENT

BETWEEN

THE SAULT STE. MARIE PUBLIC LIBRARY BOARD

(hereinafter referred to as the "Board")
of the first part



-AND-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 67-04**

LIBRARY PART-TIME GROUP

(hereinafter referred to as the "Union")
of the second part

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

TERM OF AGREEMENT: February 1, 2023 to January 31, 2028

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ARTICLE 1 - PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Board and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the Agreement.

ARTICLE 2 - SCOPE

2:01 The Board recognizes the Union is certified as the sole and exclusive collective bargaining agent for all employees employed for not more than 24 hours per week by the Sault Ste. Marie Public Library Board in the City of Sault Ste. Marie, Ontario save and except supervisors/managers, and persons above the rank of supervisor/manager, and persons covered by a subsisting collective agreement and the Executive Assistant to the Director and Administrative Secretary.

2:02 When a new position is to be established which is to be excluded from the bargaining unit the Employer will promptly advise the Union in writing of such position and within one (1) month of this notification the Employer will submit to the Union a summary of the position functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one (21) days of receiving the summary of the position functions and responsibilities.

ARTICLE 3 - UNION SECURITY

3:01 All employees of the Board, as a condition of continuing employment shall become and remain members in good standing of the Union according to the Constitution and By-Law of the Union. In accordance with this understanding the Board shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against the Union, as defined in the Ontario Labour Relations Act.

3:02 Deductions

The Board shall deduct from the salary of each employee, commencing with the first pay cheque the current Union dues, as set from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than 12 months. The Board will provide to the Union with each dues remittance a list indicating by employee the earnings upon which union dues are based and the employee status.

- 3:03 The Board agrees to transmit to the Union the full amount of dues so collected by cheque regularly each month to the Financial Secretary of the Union or the National-Secretary Treasurer, as directed by the Union. Such remittance will be accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.
- 3:04 The Union will save the Board harmless from any and all claims which may be made against the Board for amounts deducted from employees pay as herein provided.
- 3:05 All employees shall be responsible for advising their respective Manager in writing of their current name, home address, home phone number and telephone contact number for Call-In purposes, and any changes with respect to such information.
- 3:06 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.
- A representative of the Union shall be able to meet with new members during work time to introduce themselves and provide the new CUPE Local 67 employee a CUPE Local 67 welcome package. This introduction shall not exceed fifteen (15) minutes in duration.
- 3:07 Every employee shall be notified of their immediate designated supervisor in the letter of Offer/Transfer as well as during onboarding.
- 3:08 The Employer shall provide the Union, once per year when the seniority list is posted, an electronic contact list of all employees in the bargaining unit. The contact list will include:
- a. home address
 - b. home phone number or cell number
 - c. work email address and where available, a personal email address

ARTICLE 4 - NEGOTIATING & GRIEVANCE COMMITTEE

- 4:01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, one of whom may be the President of CUPE Local 67, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.
- 4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Board premises in order to investigate or assist in the settlement of grievances.

- 4:03 The Board acknowledges the right of the Union to appoint or otherwise select two (2) stewards from among the members.
- 4:04 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of two (2) members, one (1) of whom will be a Steward.
- 4:05 The Union acknowledges that the stewards, members of the Grievance and Negotiating Committees and Union officers have regular duties to perform on behalf of the Board and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Manager. The Board agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.
- 4:06 The Union agrees to notify the Board in writing of the names of the stewards and members of the Negotiating and Grievance Committees and to notify the Board in writing of any changes in such Committee members.
- 4:07 The parties agree to establish a Labour Management Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace.
- 4:08 The parties agree to the following terms related to the provision of Article 4:07 of the collective agreement:
1. The Labour Management Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
 2. Meetings will be scheduled quarterly (at a minimum) as necessary on request of either party at a mutually agreed time and location.
 3. The members of the Labour Management Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
 4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Labour Management Committee at least five (5) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
 5. The Labour Management Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process. The parties agree to meet during the term of the collective agreement in a Joint Consultation Committee structure to discuss the topics, hours of work, scheduling and overtime.

6. The Labour Management Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in co-operative manner.
8. The parties agree to utilize the Labour Management Committee structure to discuss absenteeism with the express purpose of resolving these issues.

ARTICLE 5 - BULLETIN BOARDS

5:01 The Board shall provide space on bulletin boards 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 6 - MANAGEMENT RIGHTS

6:01 The Union agrees that the management of the Board and the direction of the working forces are vested exclusively with the Board. Subject to the provisions of this agreement, the Board retains the sole right to hire, layoff, assign, classify, promote, transfer and to discipline, suspend or discharge employees who have completed their probationary period for cause and to determine the number of employees to be used, hours of work, scheduling employees for work, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The Board also has the sole and exclusive responsibility over setting qualifications, the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools, which are the property of the Board.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

ARTICLE 7 - NO DISCRIMINATION

7:01 The Board, the Union, and their agents agree that there shall be no discrimination against any employee because of their membership in the Union, their position as a Union Officer and/or their human rights and employment for any reason as set out in the Ontario Human Rights Code, as amended from time to time.

7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Board by any of its members or representatives, and there will be no union activity, solicitation for membership or collection of dues on Board time and no meetings on Board premises except with the permission of the Board.

7:03 If an employee believes they have been subject to conduct contrary to the Ontario Human Rights Code, they shall submit their concern in writing to the CEO with a copy to the Union. The CEO will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. A grievance shall specify the clause or clauses in the Agreement which it is believed the Board has violated and shall include a statement of facts outlining in what manner the Board's interpretation of a clause is disputed. A copy of the grievance will be submitted by the Union to the respective employer representative at each step of the grievance procedure.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Manager. The Manager shall render their decision within five working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I, it may within five (5) working days of the receipt of the Step I reply request a hearing by the CEO or designate. The CEO or designate shall render a decision within five (5) working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached at Step II, it may within five (5) working days of the receipt of the Step II reply request a hearing by the Board at the next Board meeting following receipt of the application. The Board shall render a decision within five (5) working days of the hearing.

8:02 Policy Grievance

Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the Board may file a grievance at Step II of the Grievance Procedure.

8:03 Discipline/Discharge Grievance

In cases of discharge the employee shall have the right to file a grievance at Step II of the grievance procedure provided such grievance is filed within ten (10) working days from the date of discharge.

8:04 Where an investigation meeting may have disciplinary consequences, an employee shall be advised of their right to Union representation.

8:05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor/Manager or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step II and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8:06 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

ARTICLE 9 - ARBITRATION

9:01 If either party considers that a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of receipt of the Step III reply invoke the Arbitration provisions of the Agreement by providing written notice to the Board of its referral of the grievance to arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

10.00 In view of the orderly procedure established herein for the disposition of grievances and complaints, the Board agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the service of the Board for the duration of this Agreement.

ARTICLE 11 – LAYOFF AND RECALL

Definitions

In this Article:

“Layoff” refers to the act of:

- a) elimination of a position held by a permanent part-time employee.

Order of Layoff

1. The Board agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority. Where it is necessary to recall employees on layoff, they shall be recalled in order of seniority, provided they are able to perform the duties of the position. The Board does not guarantee hours for part timers.
2. During any such period of layoff an employee shall maintain but not continue to accrue seniority for a period of up to eighteen (18) consecutive months but shall not be entitled to any other benefit except the right of recall to work. In the event of layoff, bumping can be within and down through the job classes as listed in Appendix A subject to the provisions of this article.

Notice to Union

3. In the event of a layoff, the Employer shall:
 - (a) Forty-five (45) days, where possible, prior to the issuance of notice of layoff to employees, provide to the Union, through the Labour Management Committee, notification of the layoffs or staff reduction. In this forum, the employer if known will also inform the union as to what areas are being affected, which employees may be affected, realignment of service and the duration of the layoff. The Parties shall review at this meeting, alternatives to layoffs.

Rights of Employees Receiving Notice of Temporary Layoff

4. An employee who is temporarily laid off shall be given an opportunity to choose their desired outcome as per the Employment Standards Act.

Notice of Layoff

5. An employee who has been temporarily laid off and chooses to accept the layoff shall be entitled to working notice as required by the Employment Standards Act.

Displaced Employee's Notice

6. Where an employee is laid off as a result of being displaced, the employee's length of service shall be determined as of the employee's accumulated seniority.

Notification to Displace

7. An employee who has been laid off and chooses to exercise the right to displace another employee shall, within five (5) working days after receiving the notice of layoff, advise the Employer, in writing, of the job to be displaced. The employee must be qualified and have greater seniority than the displaced incumbent.

Right to Recall

8. (a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within eighteen (18) months of the later of the expiry of the notice period or the date of the notice of displacement.

(b) Notice of recall shall be given by registered mail, addressed to the last address on record with the Employer.
9. Notices of vacancy, shall be forward to the employee's personal email or registered mail.

ARTICLE 12 - SENIORITY

12:01 Seniority shall commence and accumulate from the most recent date on which the employee is hired by the Board as a Permanent Part-time employee. Permanent Part-time employees accrue seniority on an hours worked basis. The Seniority List effective October 1st and April 1st of any given year will be updated based upon hours worked up to the end of the last pay period of the preceding six (6) month term the Seniority List is to be posted.

12:02 However, it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces, and recall after layoffs, the following factors shall be considered:

- (1) Qualifications to perform the work
- (2) Seniority (based upon the actual hours worked for seniority purposes up to and including the date of the closing of the job posting)

Where qualifications to perform the work are considered to be equal as determined by the employer, seniority shall be the determining factor.

12:03 Probationary Employee

A newly hired employee shall be on probation until the employee has worked a period of five hundred and seventy-five (575) hours or 12 months whichever is least. To qualify for 12 months, the employee needs to have worked at least one shift in each

calendar month from their date of hire, and paid according to the salary schedule for the job occupied and during such period an employee shall be subject to the rights under the grievance procedure except on termination of employment. If retained after the probationary period, such employee's seniority shall be dated from the day he or she commenced work.

12:04 (a) Permanent Employees: Seniority for applicants to permanent job postings per Article 12:03 who have successfully completed the probationary period shall be calculated from the last date of employment.

(b) Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits their employment;
- (2) the employee is discharged and such discharge is not overturned through the grievance or arbitration process under this collective agreement;
- (3) the employee fails to report to work;
- (4) the employee is absent from scheduled work for two (2) or more consecutive shifts without permission or just cause;
- (5) (a) subject to the provisions of the Ontario Human Rights Code, the employee is absent from work due to non-occupational illness or accident for a period of twenty-four (24) months after which the employment will be terminated.

(b) subject to the provisions of WSIA and the Ontario Human Rights Code, the employee is absent from work due to an occupational illness or accident for which W.S.I.B. benefits are paid for a twenty-four (24) month period after which employment will be terminated.
- (6) the employee is absent from work for a period in excess of twelve (12) calendar months due to a layoff.
- (7) Part-time Temporary Employees: Employees hired to fill a temporary vacancy for a period of up to twelve (12) months. Temporary employees shall not accrue seniority and shall not be provided with any benefits other than as required by law.

12:05 Seniority List

An up-to-date seniority list shall be posted for a period of thirty (30) days on the following bulletin boards: in the James L. McIntyre Centennial Library and each Branch Library on or before April 15 & October 15 of each year. Any challenges to the seniority list must be made twenty (20) working days of posting of the seniority list, upon expiration of which the seniority list shall be deemed correct for all purposes.

12:06 Posting of Vacancies

- (a) The Board agrees to post all vacancies which occur within the bargaining unit for a period of not less than five (5) days. Only for permanent vacancies for Page positions the Board will post both internally and externally with the understanding all internal applicants will be considered first.

The Board further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing.

- (b) The Board agrees to forward to the Secretary-Treasurer of the Union and union members by the email on record, the copies of all job postings.

- (c) All job postings will contain:

- (1) Job Class
- (2) Salary Range
- (3) Qualifications

- (d) The Board agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

12:07 The Board agrees to forward all job postings to employees' city emails. With exception of employees with the classification as Page, it is their responsibility to provide the Board with a current email so it may be forwarded.

12:08 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on trial period for a period of four hundred and fifty-five (455) hours. If performance is not satisfactory during this trial period the Board shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to their former position and salary.

12:09 Employees from the Library Full-Time Unit that apply for posted Part-time vacancies shall be considered by the Board if such vacancy is not filled by a Part-time candidate and prior to going externally to fill such vacancy.

12:10 Employees from the Library Part-Time Unit that apply for posted Full-time vacancies shall be considered by the Board if such vacancy is not filled by a Full-time candidate and prior to going externally to fill such vacancy.

ARTICLE 13 - TRANSFER TO NON-UNION POSITION

13:00 The appointment or selection of employees for supervisory/managerial positions or for positions not subject to this Agreement, is not governed by this Agreement. If an employee is appointed by the Board to a permanent position outside of the scope of the bargaining unit, such employees shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Bargaining Unit Seniority list.

ARTICLE 14 - HOURS OF WORK

14:01 It is agreed and understood that employees are scheduled and/or called into work when required and the Board does not guarantee any regular hours or hours of work. Notwithstanding the above, it is understood that no desk shift shall be shorter than three (3) hours in duration and no other shift shall be shorter than two (2) hours in duration.

14:02 The Board agrees not to schedule Part-Time employees more than twenty-four (24) hours per week. If a previously occupied shift that requires to be filled becomes available, a Part-Time employee may exceed twenty-four (24) hours worked as long as there are no other qualified Library employees to fill the shift and the employee agrees to accept the shift. The union will be notified should this occur.

The Board agrees this shall be done only when necessary and shall not allow this to become a routine practice.

14:03 Monthly Schedule of Part-time Work

A monthly schedule of part-time work by Department shall be posted ten (10) calendar days in advance of the 1st of the respective month to which the schedule applies. Part-time employees scheduled to work must work the hours scheduled. Employees must request approval from their respective Manager or designate on or before the 12th of any given month to be excused from scheduled work in the following month. Once a schedule is published, per standard practice, any changes require mutual consent of the affected Employee(s) and Management.

14:04 Call-In Part-time Work

(a) It is agreed and understood that all employees shall be on a Call-In List. Where a Page is cross-trained they may be entered on the Page List and the General Call-In List.

- (b) Employees are expected to work in any area as assigned when called at the rate of pay of the position to which they are assigned and at any time the Library is in operation.
- (c) The Library shall record the work offered, work declined by the employee and instances when a call was not answered by the employee.
- (d) A General, a Department Specific, and a Page Specific Call-In List shall be established based on descending order of seniority for employees in each department.
- (e) When a post schedule vacancy arises in a department the senior employee on the Department Specific Call-In list will be called first. Employees on the Department Specific Call-In list will be called in descending order of seniority on a rotational basis until the shift is filled.
- (f) Vacant shifts not filled as per (e) above shall be filled using the General Call-In list. Employees on the General Call-In list will be called in descending order on a rotational basis until the shift is filled.
- (g) When more than twenty-four (24) hours' notice of shift vacancy is provided, an employee will have up to 30 minutes to call back after which the next employee on the call-in list shall be called.
- (h) When less than twenty-four (24) hours' notice of shift vacancy is provided a thirty (30) minute call back period will not be provided.
- (i) When less than two (2) hours' notice is provided the Employer shall fill such vacancies using first the Department List, then the General Call-In list.
- (j) Call-In lists shall be distributed to the Union upon request.
- (k) Failure to answer a call or respond to a message with respect to a call to report for work is deemed to be work offered and refused unless the employee responds to the call within two (2) hours or as soon as practicable.
- (l) Employees once per year in November may request not to be included in the Call-In List for the following calendar year subject to Library approval. The approval of such request will be considered on the basis of operational requirements of the Library and in extenuating circumstances.

14:05 Employees claiming inability to attend work due to non-occupational illness or injury shall be required to provide an approved medical practitioner certificate to the Library if requested by the Manager pursuant to Article 19 Sick Leave.

14:06 (a) An employee may request an absence from being Scheduled per 13:02 and the Call-In List per 13:03 of up to thirty (30) calendar days per calendar year, excluding any approved Vacation. Such requests shall be in writing by the employee to their respective Manager by November 15th of any given year for approval by *the Manager by December 15th for the following calendar year.*

(b) Personal Leave of Absence: The CEO or designate at their sole discretion may grant leave of absence without loss of seniority and without pay for a period of up to ninety (90) days to any employee requesting such leave for personal reasons. Requests for Personal Leave shall be made to the CEO at least two (2) months prior to the date of the commencement of the Leave and the CEO or designate will provide notice regarding the status of the application to the applicant within two (2) weeks of receipt.

14:07 Temporary Full-Time Vacancy

A part-time employee may be selected by the Library to fill a temporary full time vacancy for a period of up to one (1) year. Seniority based upon hours worked in the temporary full-time position shall be credited for part-time seniority. The duration of the temporary full time vacancy may be extended by mutual agreement of the parties and the Union shall not arbitrarily withhold such agreement. The employee shall revert to their part-time position upon completion of the temporary full time vacancy. Part-time employees in such temporary full time vacancies shall only be entitled to those benefits as required by law.

14:08 Personal Leave Days

All employees will be entitled to fourteen (14) hours paid personal leave, per calendar year, that is deducted from their unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such a benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These hours must be taken in whole shift increments and must notify their Manager at least twelve (12) hours before their scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

14:09 Union Leave

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than two (2) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of the Library such leave shall not be unreasonably withheld. Where possible, the Union shall provide the Board with one week's notice of such leave.

The Union shall be responsible to advise the CEO of all duly appointed or elected Union representatives for the purposes of this clause and at any time there are changes.

The Board agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the Board initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the Board its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The Board will not be responsible for WSIB coverage when an employee is on such leave.

The agreement shall state that the Union will promptly reimburse the Board within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The Board will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee’s pay stub and the Board shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, Board OMERS share, Board share of CPP and Board share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the Board the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the Board will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day’s pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the Board shall bill the Union on each invoice the amount of one (1) hour at the CUPE 67 Civic JC 12 Level 4 rate for the preparation of such invoice.

The City on behalf of the Board shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the Board for approval by the respective Manager and distributed to Accounting Division with a copy to the CEO.

14:10 Jury Duty

The Board shall grant leave of absence without loss of seniority and without pay for those employees who serve as a Juror in the District of Algoma.

14:11 Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a subpoenaed witness in any court.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

ARTICLE 15 - VACATIONS

15:01 Part-time employees shall be paid 4 % vacation pay or 6% in accordance with ESA regulations with each bi-weekly pay based upon hours worked during the respective pay period.

15:02 Requests for vacation absence of up to two weeks which is equivalent to fourteen (14) working days otherwise in accordance with ESA for five (5) year employees in the following year shall be made by the employee to the respective Manager by November 15th in the year preceding the vacation year for approval by the Manager by December 15th.

ARTICLE 16 - SPECIFIED PAID HOLIDAYS

16:01 Part-time employees shall be paid for the following specified paid holidays in accordance to the methodology for the payment of Statutory Holidays under the Employment Standards Act:

New Year's Day	Family Day (3 rd Monday in February)
Good Friday	Easter Monday
Victoria Day	Sir William H. Hearst Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

ARTICLE 17 – PENSIONS

17:01 The Ontario Municipal Employees Retirement System (OMERS) shall be in effect and shall be integrated with the Canada Pension Plan. Employees under this collective agreement are considered by OMERS to be 'less than continuous full time employees' and subject to the provisions as determined by OMERS.

ARTICLE 18 - SAFETY PROVISIONS

18:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The Board will make all reasonable provision for the safety and protection of the health of the employees.

18:02 No employee will be scheduled to work alone at the North Branch when the Branch is open to the public.

ARTICLE 19 - WAGES

19:01 Each employee’s job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this agreement.

Effective (subject to the outcome of negotiations)

Classification (Rates are hourly)

Page Under 18 years of age Minimum wage pursuant to the Employment Standards Act for under age 18.

Effective February 1, 2023 (2%)

Class	Training	Starting	Intermediate	Standard	
	1	2 (1820 hours)	3 (3640 hours)	4 (5460 hours)	
Base					
1a	Minimum Wage*	Minimum Wage*			Page under 18 years of age
1b	Minimum Wage*	Minimum Wage*	Minimum Wage*	\$18.21	Page age 18 years and older
2	-	-	-	-	
3	\$27.77	\$28.64	\$30.41	\$30.78	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	\$28.64	\$30.41	\$30.78	\$32.86	Children's Literacy Development Technician, Technical Services Technician
5	\$28.93	\$30.78	\$32.86	\$33.11	Reference Technician
6	\$30.43	\$30.78	\$32.95	\$33.77	Archive Technician, Senior Technical Services Technician
7	\$32.86	\$33.71	\$34.29	\$34.96	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2024 (3%)

Class	Training	Starting	Intermediate	Standard	
	1	2 (1820 hours)	3 (3640 hours)	4 (5460 hours)	
Base					
1a	Minimum Wage*	Minimum Wage*			Page under 18 years of age
1b	Minimum Wage*	Minimum Wage*	Minimum Wage*	\$18.76	Page age 18 years and older
2	-	-	-	-	
3	\$28.60	\$29.50	\$31.32	\$31.70	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	\$29.50	\$31.32	\$31.70	\$33.85	Children's Literacy Development Technician, Technical Services Technician
5	\$29.80	\$31.70	\$33.85	\$34.10	Reference Technician
6	\$31.34	\$31.70	\$33.94	\$34.78	Archive Technician, Senior Technical Services Technician
7	\$33.85	\$34.72	\$35.32	\$36.01	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2025 (3%)

Class	Training	Starting	Intermediate	Standard	
	1	2 (1820 hours)	3 (3640 hours)	4 (5460 hours)	
Base					
1a	Minimum Wage*	Minimum Wage*			Page under 18 years of age
1b	Minimum Wage*	Minimum Wage*	Minimum Wage*	\$19.32	Page age 18 years and older
2	-	-	-	-	
3	\$29.46	\$30.39	\$32.26	\$32.65	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	\$30.39	\$32.26	\$32.65	\$34.87	Children's Literacy Development Technician, Technical Services Technician
5	\$30.69	\$32.65	\$34.87	\$35.12	Reference Technician
6	\$32.28	\$32.65	\$34.96	\$35.82	Archive Technician, Senior Technical Services Technician
7	\$34.87	\$35.76	\$36.38	\$37.09	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2026 (2.75%)

Class	Training	Starting	Intermediate	Standard	
	1	2 (1820 hours)	3 (3640 hours)	4 (5460 hours)	
Base					
1a	Minimum Wage*	Minimum Wage*			Page under 18 years of age
1b	Minimum Wage*	Minimum Wage*	Minimum Wage*	\$19.85	Page age 18 years and older
2	-	-	-	-	
3	\$30.27	\$31.23	\$33.15	\$33.55	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	\$31.23	\$33.15	\$33.55	\$35.83	Children's Literacy Development Technician, Technical Services Technician
5	\$31.53	\$33.55	\$35.83	\$36.09	Reference Technician
6	\$33.17	\$33.55	\$35.92	\$36.81	Archive Technician, Senior Technical Services Technician
7	\$35.83	\$36.74	\$37.38	\$38.11	Senior Reference Technician, Senior Circulation and Branch Technician

Effective February 1, 2027 (3%)

Class	Training	Starting	Intermediate	Standard	
	1	2 (1820 hours)	3 (3640 hours)	4 (5460 hours)	
Base					
1a	Minimum Wage*	Minimum Wage*			Page under 18 years of age
1b	Minimum Wage*	Minimum Wage*	Minimum Wage*	\$20.45	Page age 18 years and older
2	-	-	-	-	
3	\$31.18	\$32.17	\$34.14	\$34.56	Cataloguing Clerk, Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	\$32.17	\$34.14	\$34.56	\$36.90	Children's Literacy Development Technician, Technical Services Technician
5	\$32.48	\$34.56	\$36.90	\$37.17	Reference Technician
6	\$34.17	\$34.56	\$37.00	\$37.91	Archive Technician, Senior Technical Services Technician
7	\$36.90	\$37.84	\$38.50	\$39.25	Senior Reference Technician, Senior Circulation and Branch Technician

- 19:02 All employees will progress to the next higher applicable rate on the beginning of the pay period closest to the number of hours worked. Movement to the next higher applicable rate will be based upon the hours worked as outlined in 18.01.
- 19:03 An employee will be paid in the wage scale of the job to which s/he is assigned. The step the employee will be paid at within the wage scale will be determined upon the employee's hours worked.

ARTICLE 20 - SICK LEAVE

- 20:01 Employees shall not be eligible for Sick Leave until they have completed six hundred and twenty-four (624) hours of service or eighteen (18) months from their date of hire, whatever comes first. Upon the completion of six hundred and twenty-four (624) hours of service or eighteen (18) months from their date of hire, whatever comes first, employees shall be credited with twenty-four (24) hours of paid sick leave in the calendar year. Such sick leave to be paid at the current straight time hourly rate of pay for the shift not worked due to non-occupational illness or injury.
- In subsequent years of employment, each January 1st the employee's sick leave bank will be re-established at twenty-four (24) hours for the respective calendar year.
- 20:02 The maximum number of paid sick leave hours in any given calendar year shall be twenty-four (24) hours and shall be non-cumulative from one year to another.
- 20:03 The provisions of this article cover employees absent from work as a result of non-occupational disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.
- 20:04 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the Library whether retiring voluntarily or dismissed for cause.
- 20:05 No member shall draw during their active service with the Library, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Manager.
- The Library shall effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay up to fifty dollars (\$50) for the completion of a medical form determined by the Library when requested by the Library. The employee shall be required to submit to their Manager a receipt of payment in order to qualify for reimbursement.
- 20:06 Approved sick leave shall be deducted only for scheduled work days missed due to sickness.

20:07 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the CEO or designate to take other employment.

ARTICLE 21 - GENERAL

21:01 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications or applicable rates shall be corrected to conform to the provisions of this Agreement.

21:02 Employees may request, in advance, the examination of their Library personnel file. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the CEO or designate and the employee. The Employee shall have the right to bring a representative of the Union to review their file.

21:03 TECHNOLOGICAL CHANGE CLAUSE

In the event changes are required due to technological change, the Board agrees to discuss the proposed changes with the Union prior to implementing such changes. Any jobs created by such technological change shall be posted in accordance with the provisions of this agreement.

ARTICLE 22 - TERM OF AGREEMENT

22:01 This agreement shall be effective from February 1, 2023 and shall remain in effect to January 31, 2028 unless either party gives to the other party a written notice of termination or of a desire to amend this notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

22:02 Notice that amendments required shall only be given within a period of not more than ninety (90) days or less than thirty (30) days prior to the expiration date of this agreement or any anniversary date of such expiration date.


22:03 If notice of amendments or terminations is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving such notice, if requested to do so.

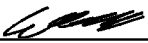
22:04 All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

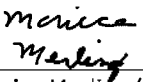
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

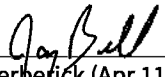
SIGNED AT SAULT STE. MARIE this 9th day of April, 2024.

FOR THE UNION

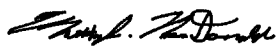

Janelle Martin (Apr 9, 2024 17:17 EDT)



Colleen Grisdale (Apr 9, 2024 17:56 EDT)


Monica Merling (Apr 9, 2024 13:58 EDT)


Jay Berberick (Apr 11, 2024 09:31 EDT)

FOR THE BOARD


Matthew MacDonald (Apr 10, 2024 11:11 EDT)


Wayne Greco (Apr 9, 2024 11:25 EDT)

APPENDIX "A"

LIST OF JOBS COVERED BY THIS AGREEMENT

<u>GRADE</u>	<u>JOB VALUE</u>	<u>JOB CLASSES</u>
		Page
1	275 - 299	
2	300 - 324	
3	325 - 349	Branch Junior Clerk, Circulation Clerk, Children's Department Clerk, Acquisition Clerk
4	350 - 374	Children's Literacy Development Technician, Technical Services Technician
5	375 - 399	Reference Technician
6	400 - 424	Cataloguing Technician, Archive Technician
7	425 - 449	Senior Reference Technician, Senior Circulation and Branch Technician

LETTER #1

SUPPLEMENTARY AGREEMENT

BETWEEN

THE SAULT STE. MARIE PUBLIC LIBRARY BOARD

AND

**LOCAL 67, CANADIAN UNION OF PUBLIC EMPLOYEES
LIBRARY PART TIME GROUP**


1. The parties agree that the application of this agreement is an exception to the provisions of Article 2:01 of the collective agreement between the parties.
2. The parties agree that this agreement shall not apply to any permanent or regular employee of the Library Board.
3. It is agreed by the parties that persons employed by the Board under government sponsored programs shall have all the rights and benefits provided by the collective agreement except:
 - i. that such persons shall not acquire seniority,
 - ii. that such persons shall not have the right to claim permanent jobs with the Board except at sole discretion of the Board,
 - iii. that such persons shall not have access to the grievance procedure relative to seniority, job postings and termination of employment,
 - iv. that such persons shall not receive group life insurance benefits,
 - v. that such persons shall be exempt from the provisions of Article 3:01.
4. It is agreed that persons employed by the Board under government sponsored programs shall have the option to enroll in the Ontario Municipal Employees Retirement System (OMERS).
5. It is agreed that the Board shall not be required to post for jobs under programs referred to in Section 3.
6. This agreement shall be effective from the date of signing and shall remain in effect but may be amended or terminated at any time by agreement of the parties.

SIGNED AT SAULT STE. MARIE this 9th day of April, 2024.

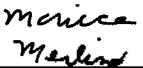
FOR THE UNION



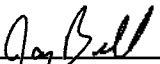
Janelle Martin (Apr 9, 2024 17:17 EDT)



Colleen Grisdale (Apr 9, 2024 17:56 EDT)

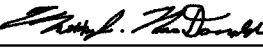


Monica Merling (Apr 9, 2024 13:58 EDT)

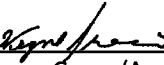


Jay Berberick (Apr 11, 2024 09:31 EDT)

FOR THE BOARD



Matthew MacDonald (Apr 10, 2024 11:11 EDT)



Wayne Greco (Apr 9, 2024 11:25 EDT)

LETTER #2

LETTER OF UNDERSTANDING

BETWEEN

THE SAULT STE. MARIE PUBLIC LIBRARY BOARD

AND

**LOCAL 67, CANADIAN UNION OF PUBLIC EMPLOYEES
LIBRARY PART TIME GROUP**

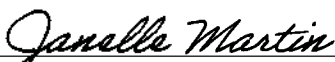
RE: SUBSIDIZED WORK PROGRAMS

Local 67 C.U.P.E. – Library Part Time Group hereby agrees to the participation by the Library Board in the above programs in areas of its jurisdiction subject to the following:


- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 67 C.U.P.E.
- (ii) Local 67 C.U.P.E. will be given advance notice of such programs including work location, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.
- (iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.

SIGNED AT SAULT STE. MARIE this 9th day of April, 2024.

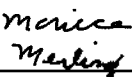
FOR THE UNION



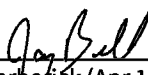
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Colleen Grisdale (Apr 9, 2024 17:56 EDT)

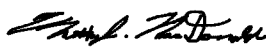


Monica Merling (Apr 9, 2024 13:58 EDT)

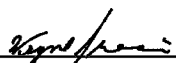


Jay Berberick (Apr 11, 2024 09:31 EDT)

FOR THE BOARD



Matthew MacDonald (Apr 10, 2024 11:11 EDT)



Wayne Greco (Apr 9, 2024 11:25 EDT)

LETTER #3

SUPPLEMENTARY AGREEMENT

BETWEEN

THE SAULT STE. MARIE PUBLIC LIBRARY BOARD

AND

**LOCAL 67, CANADIAN UNION OF PUBLIC EMPLOYEES
LIBRARY PART TIME GROUP**

RE: NEW OR CHANGED JOB CLASSIFICATION
New Job Classification

Where a new classification is established which is covered by the terms of this Collective Agreement or substantial changes are made to an existing job description, the Employer will notify the Union of such new classification or changes.

The Employer shall determine the rate of pay for such new classification.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer.

If the parties are unable to reach an agreement the Union may process the matter through the grievance process provided the grievance is made within fifteen (15) working days of the meeting.


Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

SIGNED AT SAULT STE. MARIE this 9th day of April, 2024.

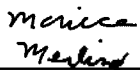
FOR THE UNION



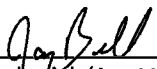
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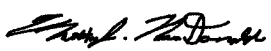


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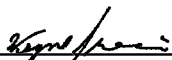


Jay Berberick (Apr 11, 2024 09:31 EDT)

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