



Petawawa

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PUBLIC LIBRARY

COLLECTIVE AGREEMENT

between

The Petawawa Public Library

AND

The Canadian Union of Public Employees

and its Local 24-03

**For the period of:
January 1, 2024 – December 31, 2026**

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

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

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

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

- (a) To maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules shall be posted by the Employer on the staff bulletin board and a copy sent to the Union), and must be consistent with the provisions of the Collective Agreement;
- (b) To hire, discharge, direct, transfer, classify, promote, demote, layoff, suspend or discipline its employees, and increase or decrease the working force;
- (c) To determine schedules, shifts, hours, the contents of jobs, job descriptions, requirements, and to assign work to employees.
- (d) To determine operations, services to be rendered, techniques and work procedures, to select, install and require operation of any equipment deemed necessary for the operation and delivery of services.

1.03 A claim by the Union of unjust rules and regulations, discrimination, discharge, suspension or discipline may be decided through the grievance and arbitration procedure under this Agreement.

1.04 No – Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex sexual orientation, pregnancy, physical disability, mental

disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the *Ontario Human Rights Code*.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

- (a) All employees of the Petawawa Public Library in the County of Renfrew Ontario, save and except Chief Executive and persons above the rank of Chief Executive.
- (b) Notwithstanding the foregoing, the Bargaining Unit shall not include: Volunteers, employees hired under grant programs, persons assigned to court-ordered service and students employed by the Library. A definition of a student shall be a person who is either in attendance at or on vacation from a full-time course taught at a recognized High School, Vocational School, College or University. Unless otherwise approved by the Union, the Library shall not employ students to reduce the normal hours of work of any regular employee in the Bargaining Unit.

2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.03 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises to deal with any matters arising out of this collective agreement.

2.04 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who regularly works thirty-five (35) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) A "temporary" employee is one who is hired to replace an employee within the bargaining unit on an approved leave of absence, absence due to WSIB disability, short term disability or long term disability. The release or discharge of such temporary employee shall not be subject of a grievance or arbitration.

Temporary employees shall be covered by all articles of the Collective Agreement, save and except:

- Leaves of Absence
- Short Term Disability
- Long Term Disability
- Health Benefit Plans (EHC, Dental, etc.)

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws.

ARTICLE 4 - HARASSMENT

4.01 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

4.02 Sexual Harassment

(a) Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- (i) Unnecessary touching or patting;
- (ii) Suggestive remarks or other verbal abuse;
- (iii) Leering at a person's body;
- (iv) Compromising invitations;
- (v) Demands for sexual favours;
- (vi) Physical assault.

(b) The Employer agrees to develop, jointly with the Occupational Health and Safety Committee, a policy and program against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.

(c) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

(d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, per the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

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

5.03 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.

The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is now a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the CEO or their designate and the Union steward with a copy sent to the National Representative of the Union.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

7.01 (a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

(b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. Bargaining Committee members shall be entitled to leave their work during working hours to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration.

7.03 Union - Management Committee

A Union-Management Committee shall be established with not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

This Committee shall meet quarterly or as needed at a mutually convenient time and date provided an agenda is provided in advance to discuss matters of mutual concern, which may help to promote improvement of labour/management relations. Employees shall be paid the regular scheduled time lost for time spent in Committee meetings. The CEO/Chief Librarian or their designate and the Union steward or their designate shall jointly share the duties of Chairperson. This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.

Meetings of Committee

The Committee shall meet at least quarterly or at the request of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at

least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.04 Health and Safety Committee

The parties agree to abide by the Occupational Health and Safety Act and applicable municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing and processing their grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer shall be required to recognize them.

8.03 Permission to Leave Work

The Employer agrees that Stewards and/or the grievor 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.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement including any question as to whether a matter is arbitrable.

8.05 Settling of Grievance

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

Step 1- Complaint Stage

The employee(s) concerned shall attempt to settle the complaint with the CEO within ten (10) calendar days of the date upon which the employee(s) first became aware, or should have become aware, of the facts giving rise to the complaint. An employee must inform the Chief Executive Officer that the employee is raising a complaint under the grievance procedure. A form indicating the complaint will be filled out including the date and signed by both parties. Copies will be forwarded to the Chief Executive Officer and the Union steward.

Step 2

Failing satisfactory settlement being reached in the complaint stage, the employee(s) concerned, together with a steward, shall, within seven (7) calendar days submit the grievance to the Chief Executive Officer and their representative. The Chief Executive Officer and their representative shall meet with the employee(s) and their Union steward within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within ten (10) calendar days after the meeting.

Step 3

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

8.06 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1, of this Article may be by-passed.

8.08 Group Grievance

Where several employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Employer within twelve (12) days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. No more than two (2) employees will represent a group grievance.

8.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.10 Deviation from Grievance Procedure

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

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The employer shall also supply the necessary facilities for the grievance meetings.

8.13 Failure to Act Within Time Limits

The time limits in the grievance and arbitration provisions of this Collective Agreement are mandatory, but may be extended by mutual agreement in writing between the Union and the Employer.

8.14 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.15 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.13 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the Chair, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.02 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Union steward, with a copy to the employee involved. The copy shall be presented to the employee in the presence of their Union steward.

10.03 Discharge Procedure

When an employee is discharged, or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.04 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

10.05 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, or Sole Arbitrator if the matter is referred to such a Board.

10.06 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.07 Right to have Steward (Union Steward) Present

An employee shall have the right to have their Union 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 notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union steward present at the

interview. A Union steward may have the right to consult with a CUPE Staff Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of continuous service with the Employer from last date of hire. Notwithstanding the above, for part-time employees, seniority shall be calculated on the basis of hours paid, with one thousand eight hundred and twenty (1,820) hours paid representing one year of service. In no case, may a part time employee accumulate more than one year of service in any one calendar year.

Seniority shall be used in determining preference or priority for promotions, transfers, call-in's, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job.

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

11.02 Seniority List

The Employer shall maintain a seniority list showing names, date of hire, accumulated hours paid and calculated years of service based on hours paid. In calculating years of service, an employee shall not be given credit for any hours that exceed a full time equivalent in any given period since the most recent calculation. An up-to-date seniority list shall be sent to the Union and posted on the staff bulletin board twice annually on March 1 and September 1.

Seniority, as set out on the posted seniority list, will be used for all the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Probationary Employees

Newly-hired full time employees shall be considered on a probationary basis for a period of three (3) calendar months and part-time employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement between the Employer and the Union.

11.04 Loss of Seniority

Seniority

- (a) An employee shall retain and accrue seniority when:
- (i) Actually at work for the Petawawa Public Library;
 - (ii) Absent due to a paid leave of absence;
 - (iii) Absent on vacation or on paid holidays;
 - (iv) Absent on education leave up to a maximum of twelve (12) months;
 - (v) Absent due to injury or illness covered by the Workplace Safety and Insurance Board (WSIB) up to a maximum of twenty-four (24) months. An employee will be returned to their pre-injury job classification or equivalent if available, consistent with this Collective Agreement;
 - (vi) Absent on statutory pregnancy and parental leave.
- (b) An employee shall retain but not accrue seniority when:
- (i) Absent without pay due to illness for a period not to exceed twelve (12) months;
 - (ii) Absent on an unpaid leave granted for educational purposes beyond twelve (12) months;
 - (iii) Absent on a layoff for a period of up to eighteen (18) consecutive months;
 - (iv) Absent on personal leave without pay for a period of up to twenty-four (24) consecutive months.
- (c) Seniority shall terminate and an employee shall cease to be employed by the Petawawa Public Library when the employee:
- (i) Resigns, retires their employment with the Petawawa Public Library;
 - (ii) Is discharged and is not reinstated through the grievance procedure or arbitration;
 - (iii) Is off the payroll due to layoff for a period of more than eighteen (18) consecutive months;
 - (iv) Is off the payroll as a result of an unpaid sick leave of absence for a period of more than twenty-four (24) consecutive months;
 - (v) Is absent as a result of a compensable accident under the Workers' Compensation Act for more than twenty-four (24) consecutive months;
 - (vi) Is absent without leave for three (3) consecutive days without giving a reason satisfactory to the Petawawa Public Library;
 - (vii) Fails to report to work within ten (10) working days after receipt of, or the return of a registered letter of recall from the Petawawa Public Library sent to the employee's last known address, without giving a reason satisfactory to the Petawawa Public Library.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their written consent. An Employee who is transferred or promoted to a position outside the Bargaining Unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the Bargaining Unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the Bargaining Unit. An Employee not returned to the Bargaining Unit within twelve (12) months shall forfeit Bargaining Unit seniority.

In the event an Employee transferred out of the Bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period outside the bargaining unit.

Article 5 of this Collective Agreement will apply during the twelve (12) calendar month period that the employee's Bargaining Unit seniority is being held by the Bargaining Unit while the employee is in a position outside of the Bargaining Unit. The amount of dues deducted will be calculated based on the employee's Bargaining Unit position hourly rate of pay as per Schedule "A" for all hours worked in the position outside of the Bargaining Unit.

11.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: Eighteen hundred and twenty (1820) hours PAID equals one (1) year.

11.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals Eighteen hundred and twenty (1820) hours PAID.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 (a) Job Postings

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

(b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

(c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. If a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

(d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, wage or salary rate or range, classification/department and hours of work. Such qualifications may not be established in an arbitrary or discriminatory manner. Postings shall include posting date and closing date.

12.03 Outside Advertising

Outside advertising may be posted concurrently with internal advertisements. External applications will not be processed until bargaining unit applications have been considered.

12.04 Methods of Making Appointment

Each party recognizes:

- (a) The principle of promotion within the service of the Employer;
- (b) That job opportunity should increase in proportion to length of service;
- (c) Management shall fill any vacant position for a temporary period not to exceed a total of three (3) weeks, pending a permanent position posting to the vacant position.

Therefore, in making staff changes, transfers, or promotions, to a position which has been posted, appointment shall be made of the applicant having the required qualifications and ability, but where two or more applicants have the required qualifications and ability, the appointment shall be given to the applicant who has the greatest seniority. Appointments from within the Bargaining Unit shall be made within three (3) weeks of posting unless a further extension is mutually agreed.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period twenty (20) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, or unsatisfied they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants, then the position would be reposted.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

12.07 Promotions Requiring Higher Qualifications

If no employee is appointed to a vacancy in accordance with Article 12.04, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy, provided the course is completed successfully within 12 months. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the employee shall revert to their former position.

12.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.09 New and/or Changed Classification

When a new classification within the Bargaining Unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which causes such classification to become a new classification, the employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classifications.

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

ARTICLE 13 – LAY OFFS AND RECALLS

13.01 Lay offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 11 - Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Lay offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the Bargaining Unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

13.03 Notice of Lay Off

In the event of a proposed lay-off or the elimination of a position within the Bargaining Unit, the Employer shall provide to the affected employees, and the Union written notice of lay-off by hand delivery, registered mail, or pay in lieu thereof. Such notice shall be as required under the E.S.A.

Period of Employment	Notice Required
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 4 years	3 weeks
4 years but less than 5 years	4 weeks
5 years but less than 6 years	5 weeks
6 years but less than 7 years	6 weeks
7 years but less than 8 years	7 weeks
8 years or more	8 weeks

13.04 Lay Off Procedure

In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.

(a) An employee who is subject to lay-off shall have the right to either:

- (i) Accept the layoff; or
- (ii) Displace an employee who has
 - less Bargaining Unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.

(b) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.

- (c) For the purpose of the operation of clause (a)(ii), laid off part-time employees shall not have the right to displace full-time employees.
- (d) In the event that an employee is laid off from a full-time position, the full-time employee shall then be allowed to displace any employee with less seniority provided that the employee is qualified and able to do the work available.
- (e) Opt to retire, if eligible under the terms of OMERS.

13.05 Grievance on Lay-Off

Grievances concerning lay-offs affected in accordance with this Article shall be initiated at Step 2 of the Grievance Procedure.

- 13.06**
- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the qualifications as required to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled. In determining the ability and qualifications as required, as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
 - (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
 - (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. 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 for work.

13.07 Recall Procedure

- (a) Where an employee is laid off, they shall have their names placed on a recall list for a period of eighteen (18) months from the date of the lay-off and a copy shall be provided to the Union.
- (b) An employee on the recall list shall receive from the Union all notices of job postings and shall be entitled to apply for such postings in the normal fashion as an internal candidate. It is the employee's responsibility to ensure that the Employer has the current contact information. Neither the acceptance, nor the declining of a temporary or term position shall affect an employee's recall rights. An employee with recall rights who is appointed to a temporary position shall have the right, at any time, to apply for a permanent vacancy.
- (c) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided they meet the qualifications and the normal requirements of the job to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (d) If an employee is recalled to a position that is different from the one from which they were laid off they shall receive a trial period of ten (10) working days. If the person is

unable to perform the duties of the job they will be returned to lay-off status without losing recall rights to their former position.

- (e) An employee on the recall list shall be eligible for any casual shifts for which they are qualified. Neither the acceptance, nor the declining of one or more casual shifts shall affect an employee's recall rights.
- (f) An employee on the recall list who is successful in applying to a permanent vacancy shall have their name removed from the recall list.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

The normal hours of work shall be seven (7) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.

The scheduled hours of work for part-time employees shall not exceed thirty (30) hours per week save and except for relief or for replacement of an employee absent from work. A minimum shift will be no less than three (3) hours. In no instance, will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

14.02 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

14.03 Rest Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes for every four (4) hours worked in an area made available by the Employer. In a seven (7) hour shift employees shall be permitted a rest period of fifteen (15) consecutive minutes plus their meal break.

14.04 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.05 Shift Exchanges

Employees may be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange.

ARTICLE 15 - OVERTIME

15.01 Full-Time

Authorized work performed by regular full-time employees outside the scheduled hours of work shall be considered overtime and shall be paid at the rate of time and one-half (1 ½) after seven (7) hours in a day or thirty-five (35) hours in a week.

15.02 Part-time

A part-time employee shall receive time and one-half (1½) their regular straight time with pay for all hours in excess of seven (7) hours per day or thirty-five (35) hours per week.

15.03 No Lay Off to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

15.04 Distribution of Overtime

Overtime shall be given in order of seniority by classification to the employees who are willing and qualified to perform the work that is available. Failing that, overtime shall be given by seniority to the employees who are willing and qualified to perform the work that is available.

15.05 Time Off In lieu of Overtime

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

ARTICLE 16 - HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day
Civic Holiday	

Plus, any other day proclaimed hereafter by the Federal or Provincial Government shall be recognized as an additional holiday.

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding and the scheduled working day succeeding the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

(a) Full-time

Less than one (1) year of service	0.83 days per month prorated from date of hire
One (1) year of service	15 working days
Ten (10) years of service	20 working days
Fifteen (15) years of service	25 working days
Twenty (20) years of service	30 working days

(b) Part-time

Less than one (1) year of service	4% of total earnings
One (1) year of service	6% of total earnings
Ten (10) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty (20) years of service	12% of total earnings

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 Vacation Schedules

The vacation year shall be from January 1st to December 31st.

Vacation requests must be submitted each year by March 1st on the Leave Request Form, in order to have their request processed by seniority. Requests received after that date will be processed on a first come, first serve basis. The Employer shall endeavour to

respond within twenty-one (21) days. No employee will be authorized to carry forward more than one week of vacation. Requests to carry forward vacation leave from one calendar year to the next must be received in writing by November 1st of the respective year to allow for review by the approving authority. Responses to carry forward vacation leave will be provided by the respective approving authority by the 30th of November.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

17.05 Unbroken Vacation Period

Summer vacations should not exceed a maximum of two weeks to accommodate employee holidays during June, July and August. Additional time may be requested, pending the approval of the CEO.

17.06 Illness During Vacation

- (a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.
- (b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Short Term Disability Plan (FT)

The Employer provides income protection through a Short-Term Disability Plan for periods of up to seventeen (17) weeks, per incident. The 17-week-period includes any days certified or uncertified that are related to the same illness/injury.

- (a) All full-time employees covered by this Policy are eligible for coverage after six (6) months service with the Employer, except if there is a break in service (i.e. a regular part-time employee transfers to full-time employment). The pro-rated part-time service is reflected in determining eligibility under the waiting period and for the purpose of determining the extent of leave available at one hundred percent (100%) of salary.
- (b) Coverage
 - (i) Coverage is in effect twenty-four (24) hours per day and provides income protection for any illness or injury that is not covered by *Workplace Safety and Insurance* Benefits;
 - (ii) When an employee becomes eligible for coverage, coverage commences with the first day of illness based on the following benefit schedule:

Length of Service	100% Of Salary	67% Of Salary
6 months but less than 1 year	1 week	16 weeks
1 year " 2 yrs.	2 weeks	15 weeks
2 yrs. " 3 yrs.	3 weeks	14 weeks
3 yrs. " 4 yrs.	4 weeks	13 weeks
4 yrs. " 5 yrs.	5 weeks	12 weeks
5 yrs. " 6 yrs.	7 weeks	10 weeks
6 yrs. " 7 yrs.	9 weeks	8 weeks
7 yrs. " 8 yrs.	11 weeks	6 weeks
8 yrs. " 9 yrs.	13 weeks	4 weeks
9 years and over	17 weeks	0 weeks

- (iii) An employee covered by this benefit has up to seventeen (17) weeks of benefit coverage per illness/disability. Based on the number of years of service, an employee may be eligible for coverage at one hundred percent (100%) of salary or sixty-seven percent (67%) of salary in accordance with the above schedule; however, the schedule represents the maximum of one hundred percent (100%) benefit that an employee has available in a calendar year. If during the calendar year an employee uses the maximum eligible sick leave that is covered at one hundred percent (100%) of salary, then all other eligible sick leave during the year is covered at sixty-seven percent (67%) of salary;
- (iv) If an employee is not at work on January 1st, the one hundred percent (100%) credit will not renew until the employee returns to work;
- (v) If an employee returns to work and has a recurrence of the same illness/disability, the employee is entitled to sick leave of seventeen (17) weeks minus the period of sick leave used for the previous occurrence(s), unless separated by ten (10) consecutive working days;
- (vi) If, during any fully paid leave of absence, an employee becomes ill, the employee advises the employer of the illness. Appropriate certification, if required, is requested. An employee on any leave of absence that is not a fully paid leave is not eligible for payment of short term benefits in the event of illness. Eligibility for short term benefits is reinstated once the employee returns to work, as authorized;
- (vii) If an employee is sick/disabled, other forms of leave cannot be substituted for the employee's sick leave entitlement;
- (viii) If, during the short-term disability leave, an employee is laid off or terminated other than for retirement, the employee continues on short-term disability leave until the earliest of:
- the expiry of their short-term disability coverage (seventeen (17) weeks per incident); or
 - the end of the illness;
 - if notice of termination is given prior to the commencement of the short-term disability leave, and the short-term disability leave starts within two (2) calendar months of the layoff/termination date, the leave stops on the termination date;

(ix) If an employee returns to work through participation in a modified work program but is unable to return to full hours, their remaining sick leave entitlement can be used to cover the hours they are unable to work (see example below).

- Employee usually works 7 hrs/day – 5 days/week. Employee has two weeks (70 hours) of short term sick leave remaining. Employee returns to work through a modified work program but is only able to work 4 hrs/day for 3 days/week. Employee will be paid regular salary/wage for 12 hours/week and short term sick leave entitlement for the remaining 23 hours/week).

(x) If an employee returns to work through participation in a modified work program but is unable to return to full hours, their sick leave entitlement is pro-rated (see example below).

- Employee usually works 7 hrs/day – 5 days/week but is currently working 3 ½ hrs/day – 5 days/week. Employee calls in to work with an unrelated illness. Employee is entitled to one-half (1/2) entitlement (one-half (1/2) day as opposed to one (1) full day).

(c) Benefit and Service Continuation

During the period of short term disability, all benefit coverage continues subject to proper and acceptable medical certification for absence (see item (f) below). If employment is terminated during the short-term disability leave, benefits cease on the termination date except for LTD coverage relevant to the present disability causing the employee to be on short-term disability. Life coverage should be continued until approval of LTD.

(d) Medical Certification for Leave

(i) A medical certificate is required under the short-term plan in the following circumstances:

- During the period of short term sick leave if the leave continues beyond three (3) consecutive days; and/or
- For continuation of paid sick leave beyond termination as outlined in (b) viii);
- When directed by the Employer; and
- Any costs associated with obtaining medical certification are at the employee's expense.

(ii) During the short term sick leave, straight time pay is continued; however, if proper medical certification is not provided as required, the absence is without pay, and deducted from future earnings.

(iii) Required medical certification will be provided upon return to work when requested by the Employer.

(iv) Proper medical certification must be legible and clearly state the address, telephone number and name of the attending physician. It must indicate functional limitations, if any, and the expected duration of functional limitations (prognosis);

(v) Should proper medical certification not be provided under the above circumstances, the absence will be without pay and deducted from future earnings.

(e) Medical Examination

- (i) In the situation when a medical certificate of disability is deemed unsatisfactory by the Employer or in the event that abuse of sick leave is suspected, or where legitimate but excessive sick leave usage appears to occur, an employee may be required to have a medical examination by a physician appointed by the Employer that is mutually acceptable to the Employer and to the employee;
 - (ii) An employee eligible to continue paid sick leave beyond termination, as outlined in (b) viii) above, may be required to have a medical examination by a physician appointed by the Employer; and
 - (iii) Applicable costs for medical examinations when directed by the Employer are paid by the Employer.
- (f) Notification of sickness must be made to the Chief Executive Officer or designate prior to the employee's starting time but in any event, it may be given within one (1) hour after such starting time. Failure to do so may result in loss of sick pay.
- (g) An application for sick leave, certified or uncertified, must be approved by the Chief Executive Officer.

18.02 Long Term Disability Plan (FT)

The Employer provides an insured Long Term Disability Plan for income protection against illness or disability that extends beyond seventeen (17) weeks for all full-time employees.

NOTE: The following represents a general description of the Long-Term Disability Benefit Plan and is not intended to supersede or detail the insurance policy, which dictates and administers the terms of the plan.

(a) Employee Eligibility

- (i) An employee must be actively at work - an employee is considered to be actively at work if when the disability occurs they were carrying out their duties at the place of business or some other location required by the business; and,
- (ii) Before coverage begins, an employee must satisfy the waiting period of 119 days (17 weeks).
- (iii) The benefit level consists of 67% of monthly earnings up to a non-medical maximum of three thousand five hundred dollars (\$3,500.00) per month, subject to the conditions of the policy.

(b) Definitions of Disabled and Disability

- (i) During the first twenty-four (24) months of payments, an employee will be considered disabled if they are unable to perform the essential duties of their own occupation due to illness or injury. The availability of work is not considered when assessing disability; and,
- (ii) After twenty-four (24) months of payments, the employee will be considered disabled due to illness or injury if unable to perform the essential duties of any occupation for the employer or any other employer for which the employee is qualified or could

reasonably become qualified based on education, training or experience. The availability of work is not considered when assessing disability.

- (iii) "One continuous period of disability" includes all periods of disability due to the same or related cause or causes except a period of disability separated by more than six (6) consecutive months during which the individual was not disabled.

(c) Disability Income Benefit

- (i) If an individual becomes disabled due to disability while insured under the policy, the employee may be eligible for Long Term Disability benefits subject to the terms of this coverage; and,
- (ii) Long Term Disability premiums will be waived while the employee is receiving Long Term Disability benefits.

(d) Rehabilitation

- (i) Rehabilitation programs are designed to help the employee recover faster and return to work;
- (ii) These programs may include returning to work on a part-time basis or returning to modified duties. While participating in an approved rehabilitation program by the insurer, the employee will continue to receive adjusted disability payments; and,
- (iii) If the employee is found to be reasonably suited to participate in a rehabilitation program and refuses to do so, the insurance company will stop making Long Term Disability payments.

(e) Integration

If an individual becomes disabled according to the terms of the policy and is receiving other periodic payments that they are entitled to, there will be an integration of benefits according to the details of the policy.

(f) Exclusions

- (i) Long Term Disability payments will not be made if the disability is related to a pre-existing condition subject to the following definition:
- (ii) The start date of the disability occurs during the first twelve months of the employee's coverage; and,
- (iii) The disability is directly or indirectly related to a condition for which, within ninety (90) days before coverage began, the employee visited or consulted with a physician or paramedical practitioner or had tests done or received treatment, regardless of whether a diagnosis was made.
- (iv) Notwithstanding the pre-existing clause, there are other exclusions and limitations: please refer to the policy for further details.

(g) Claims

The Chief Executive Officer will advise the Carrier (currently Manulife) at least six (6) weeks prior to the normal commencement of Long Term Disability if there is any probability that the illness will extend beyond seventeen (17) weeks. The appropriate documentation is provided to commence a claim procedure

18.03 Sick Leave

The Employer will provide for ten (10) days of paid sick leave for full-time employees, and for part-timers their minimum hours in a regular pay period. These paid days may be utilized as preventative sick leave appointments with the understanding that an employee is expected to return to work if the appointment is local. The paid days may also be utilized for family sick leave.

Five (5) days must be first utilized prior to the utilization of the STD program as per Article 18.01.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily. Except where already addressed in other articles of this collective agreement, an employee shall receive the pay and benefits provided for in this Agreement while on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all actual cost (pay and benefits) during the period of absence. Management will provide invoices on a monthly basis and the Union will pay the invoices within thirty (30) days of the date of invoice provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.05 Bereavement Leave

- (i) A maximum of five (5) days for the death of a spouse, common-law partner, and child.
- (ii) A maximum of three (3) days for the death of parent, sibling, parent-in-law, brother and sister-in-law, step-parent, grandparent, step-grandparent, grandchild, step-grandchild, or a relative of the employee who is dependent on the employee for care or assistance.

Bereavement leave can be taken at the time of a family member's death and/or sometime later to attend a funeral, internment or Celebration of Life or memorial service. The Employer will make reasonable accommodations for religious beliefs and practices. Employees are to speak with their supervisor regarding this request.

In the event that bereavement leave is required while an employee is on paid vacation, such paid vacation is re-credited to the employee.

Bereavement days do not include regular weekend days off.

19.06 Pregnancy and Parental Leave

Pregnancy and Parental leave

Pregnancy and Parental Leave shall be granted in accordance with the *Employment Standards Act (2000)*. This includes but is not limited to qualification, when the leaves can begin, the length of the leave and notice requirements.

19.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment she receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

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 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is underpaid, the following applies:

- If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The

objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

- Errors for lesser amounts will normally be corrected on the next pay.

20.02 Service Accumulation

Service will not accumulate; vacation and sick leave credits and statutory holidays will not accrue after a period of thirty (30) consecutive days of leave for illness.

20.03 Pay during Temporary Transfers

When an employee who has been assigned to temporarily relieve in or performs the principal duties of a higher paying position she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.04 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer appoints a CUPE member to assume the duties and responsibilities of a supervisor, on a temporary basis, the employee will receive a premium of 10% for all hours worked in the temporary role.

20.05 Payment for Training

The Employer agrees to pay employees who are required by the Employer to attend training sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 21 - EMPLOYEE BENEFITS (FT)

21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- (a) While on paid leave of absence (Short Term disability or Long Term Disability for maximum two (2) years).
- (b) While on Family Medical Leave (Compassionate Care Leave)
- (c) While on pregnancy and parental leave as required by the Employment Standards Act.

- (d) While receiving WSIB for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.

21.04 Benefits for Part-Time

For part-time employees including temporary employees shall receive in lieu of fringe benefits an amount equal to five percent (5%) in 2024, six percent (6%) in 2025, and seven percent (7%) in 2026 for all hours paid.

ARTICLE 22 – PENSION

22.01 All full-time employees join the Ontario Municipal Employees Retirement System (OMERS). Subject to enrolment requirements, part-time employees may participate in the OMERS pension system. It is also mandatory to participate in the Canada Pension Plan.

22.02 Documentation is completed at the time of hire and submitted to the Payroll Office. Employee contributions are made through payroll deduction.

22.03 Enrolment is mandatory for full-time employees from the first (1st) day of employment and premiums are shared by the employee and the Employer.

22.04 When a full-time employee transfers from full-time to part-time the OMERS pension contributions continue.

22.05 Full-time employees shall be enrolled in the Ontario Municipal Employees' Retirement Systems (OMERS) pension plan and shall maintain their enrollment in the plan subject to its terms and conditions. Part-time and Temporary employees have the right to enrol into the Ontario Municipal Employees' Retirement System (OMERS) pension plan subject to its terms and conditions.

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 The Employer will notify the Union at least thirty (30) days in advance of any technological change, which the Employer plans to introduce which will significantly change the status of the employees within the Bargaining Unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on its employees.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Board

The Employer shall provide a bulletin board upon which the Union stewards will have the right to post notices of meetings or other matters of interest to Employees. Management can require removal of anything considered objectionable.

Proper Conditions

(a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals.

(b) Appropriate storage space shall be provided for employees to leave their clothing or belongings in during working hours.

24.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving written notice of ratification and shall subsequently provide an electronic copy for posting where all employees can access the agreement.

24.03 Gender Neutral Terms Apply

The parties have agreed to make this Collective Agreement gender neutral.

ARTICLE 25 - RETROACTIVITY

25.01 Increases to the salary schedule shall be retroactive to January 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between January 1, 2024 and expiry date December 31, 2026, they shall be entitled to the pro-rated amount of such payments.

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

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

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.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Effective Date

The term of this Agreement shall be from January 1, 2024 to December 31, 2026 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

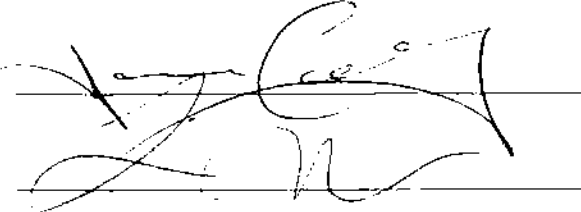
26.02 Changes in Agreement


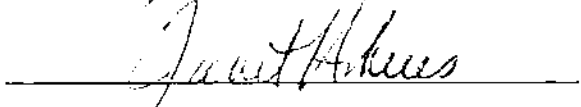
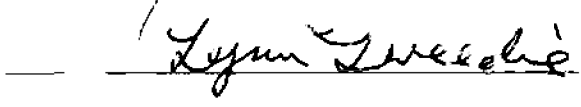
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed in Petawawa this 19 day of June, 2024.

FOR THE EMPLOYER

FOR THE UNION



SCHEDULE 'A' - WAGES

Position	Position Code		Expiry	01-Jan-24	01-Jan-25	01-Jan-26
				Wage Adj. 3.1%	Wage Ad. 2.5%	Wage Adj. 2.0%
Supervisor of Children and Teen Services	SCT	Start	\$38.68	\$39.88	\$40.88	\$41.69
		Step 1	\$40.04	\$41.29	\$42.32	\$43.17
		Step 2	\$41.41	\$42.70	\$43.77	\$44.64
		Step 3	\$42.77	\$44.10	\$45.20	\$46.11
		Step 4	\$44.14	\$45.51	\$46.65	\$47.58
		Step 5	\$45.50	\$46.92	\$48.09	\$49.05
Supervisor of Circulation and Information Services	SCI	Start	\$38.03	\$39.21	\$40.19	\$40.99
		Step 1	\$39.37	\$40.59	\$41.60	\$42.44
		Step 2	\$40.71	\$41.98	\$43.03	\$43.89
		Step 3	\$42.06	\$43.36	\$44.44	\$45.33
		Step 4	\$43.40	\$44.75	\$45.87	\$46.79
		Step 5	\$44.74	\$46.13	\$47.28	\$48.23
Community Outreach Technician, Circulation Services Coordinator	COT	Start	\$27.18	\$28.03	\$28.73	\$29.31
		Step 1	\$28.14	\$29.02	\$29.75	\$30.34
		Step 2	\$29.10	\$30.01	\$30.76	\$31.38
		Step 3	\$30.06	\$31.00	\$31.78	\$32.41
		Step 4	\$31.02	\$31.99	\$32.79	\$33.45
		Step 5	\$31.98	\$32.98	\$33.80	\$34.48
Coordinator of Children & Teen Services Youth Programming Technician	CTS	Start	\$27.18	\$28.03	\$28.73	\$29.31
		Step 1	\$28.14	\$29.02	\$29.75	\$30.34
		Step 2	\$29.10	\$30.01	\$30.76	\$31.38
		Step 3	\$30.06	\$31.00	\$31.78	\$32.41
		Step 4	\$31.02	\$31.99	\$32.79	\$33.45
		Step 5	\$31.98	\$32.98	\$33.80	\$34.48
Coordinator of Bibliographic & Support Services	CBS	Start	\$27.46	\$28.31	\$29.02	\$29.60
		Step 1	\$28.42	\$29.31	\$30.04	\$30.64
		Step 2	\$29.39	\$30.31	\$31.07	\$31.69
		Step 3	\$30.36	\$31.31	\$32.09	\$32.73
		Step 4	\$31.33	\$32.31	\$33.12	\$33.78
		Step 5	\$32.30	\$33.31	\$34.14	\$34.83
Library Support Clerk	LSC	Start	\$26.37	\$27.19	\$27.87	\$28.43
		Step 1	\$27.30	\$28.15	\$28.85	\$29.43
		Step 2	\$28.23	\$29.11	\$29.84	\$30.43
		Step 3	\$29.16	\$30.07	\$30.82	\$31.44
		Step 4	\$30.09	\$31.03	\$31.81	\$32.44
		Step 5	\$31.02	\$31.99	\$32.79	\$33.45

The parties agree that if the Town of Petawawa provides for an annual wage adjustment exceeding X% during the life of the Collective Agreement that the same adjustment will be made for employees for the Library. All adjustments would be retroactive to January 1st of the calendar year the adjustment was made.

PT to move to Step 2 upon completion of 1820 hours. The count for those hours begins Jan. 1, 2016.

Movement to subsequent steps on the grid shall be annually thereafter. (calendar year for FT, and 1820 hours worked for part time employees).

LETTER OF UNDERSTANDING
BETWEEN
THE PETAWAWA PUBLIC LIBRARY
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 24-03

The Petawawa Public Library Board provides medical/dental and insurance plans for all full-time employees.

The parties understand and agree that part-time employees as of April 1, 2012, are automatically enrolled into the plan.

Currently there is one employee impacted, and that is Janet Harkness.

Signed in Petawawa this 19 day of June, 2024.

For the Union

For the Employer

A. Parker

Janet Harkness

Lynne Lavoie

Janet Harkness

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
BASIC LIFE INSURANCE	
-enrollment	Mandatory
-volume	2 x earnings
-maximum	\$350,000
non-evidence maximum	\$258,000
-minimum	\$25,000
-reduction	50% at age 65
-paid-up insurance	N/A
-premium waiver	Included
-disability definition	Totally disabled
-maximum conversion	\$200,000
-eligibility waiting period	None
-termination	Age 70 or retirement
-Prior insurer / policy	
-effective date	
-insurer / policy #	Manulife Policy #53533
-effective date	October 1, 2001
-renewal date	October 1st
-employer contribution	100% employer paid
-particular provisions	Earnings include regular bonuses, overtime and commissions
BASIC AD&D	
-enrollment	Mandatory
-volume	2 x earnings
-maximum	\$350,000
-minimum	N/A
-premium waiver	Included
-disability definition	Totally disabled
-maximum conversion	\$200,000
-eligibility waiting period	None
-termination	Age 65 or retirement
-Prior insurer / policy	
-effective date	
-insurer / policy #	RBC Policy #805920
-effective date	October 1, 2000
-renewal date	October 1st
-employer contribution	100% employer paid
-particular provisions	

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
BASIC DEPENDENT LIFE	
-enrollment	Mandatory
-volume (spouse / child)	(\$10,000 / \$5,000)
-premium waiver	Included
-conversion privilege	Included
-eligibility waiting period	None
-termination	Plan member's age 70 or retirement
-insurer / policy #	Manulife Policy #53533
-effective date	October 1, 2001
-renewal date	October 1st
-employer contribution	100% employer paid
-particular provisions	Child must be 14 days old
OPTIONAL LIFE DIV 100	
(EMPLOYEE)	Not included
-volume	
-maximum	
-minimum	
-proof of insurability	
-premium waiver	
-conversion privilege	
-termination	
-Prior insurer / policy	
-effective date	
-insurer / policy #	
-effective date	
-renewal date	
-particular provisions	
OPTIONAL LIFE DIV 100	
(SPOUSE)	Not included
-volume	
-maximum	
-minimum	
-proof of insurability	
-premium waiver	
-conversion privilege	
-termination	

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
-Prior insurer / policy	
-effective date	
-insurer / policy #	
-effective date	
-renewal date	
-particular provisions	
OPTIONAL ACCIDENT INSURANCE (AD&D)	
(EMPLOYEE)	Not included
-volume	
-maximum	
-minimum	
-proof of insurability	
-premium waiver	
-conversion privilege	
-termination	
-Prior insurer / policy	
-effective date	
-insurer / policy #	
-effective date	
-renewal date	
-particular provisions	
OPTIONAL ACCIDENT INSURANCE (AD&D)	
(SPOUSE)	Not included
-volume	
-maximum	
-minimum	
-proof of insurability	
-premium waiver	
-conversion privilege	
-termination	
-Prior insurer / policy	
-effective date	
-insurer / policy #	
-effective date	
-renewal date	
-particular provisions	

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
LTD	
-enrollment	Mandatory
-benefit formula (%) (excluding pension)	66.7% of monthly basic earnings
-contribution to pension plan (%)	N/A
-maximum (\$)	\$4,000
-non evidence maximum (\$)	\$3,500
-eligibility waiting period	None
-waiting period	119 days
-recurrence (waiting period)	None
-recurrence (LTD)	6 months
-all source maximum	85% of pre-disability gross earnings
-taxable benefit	Taxable
-own occupation definition	2 years
-any occupation definition	after 2 years
-direct offset	WSIB, C/QPP, motor vehicle insurance
-monthly integrated benefit (rehabilitation)	Included
-pre-existing conditions	Included as an exclusion within 12 months of LTD coverage
-conversion privilege	N/A
-termination	Age 65 less qualifying period, or retirement
-Prior insurer / policy	
-effective date	
-insurer / policy #	Manulife Policy #53533
-effective date	October 1, 2001
-renewal date	October 1st
-employer contribution	100% employer paid
-particular provisions	
STD	
-enrollment	Mandatory
-benefit formula (%) (excluding pension)	66.7% of weekly earnings
-maximum (\$)	\$500 or the EI maximum benefit amount, whichever is greater
-non evidence maximum (\$)	N/A
-eligibility waiting period	None
-waiting period	Accident: None, Sickness: 7 days
-maximum benefit period	17 week
-taxable benefit	Taxable

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
-recurrence (waiting period)	None
-recurrence (STD)	2 weeks
-termination	Age 65 or retirement
-Prior insurer / policy	
-effective date	
-insurer / policy #	Self-Insured
-effective date	October 1, 2001
-renewal date	October 1st
-employer contribution	100% employer paid
-particular provisions	Earnings include regular bonuses, overtime and commissions
EHC	
-enrollment	Mandatory
late enrollment	subject to approval of medical evidence
-deductible	None
-co-insurance	100%
-overall maximum	Unlimited
-drugs	
-drug card	Included
-maximum dispensing fee	None
-deductible per prescription	None
-Hepatitis B Vaccination	Included
-generic substitution	Included
-fertility drugs	\$15,000 lifetime
-nursing home	N/A
-private duty nursing	\$10,000 / calendar year
-massage therapy - maximum	\$500 / calendar year
-speech therapist - maximum	\$500 / calendar year
-clinical psychologist - maximum	\$500 / calendar year
-chiropractor - maximum	\$500 / calendar year
-osteopath - maximum	\$500 / calendar year
-podiatrist - maximum	\$500 / calendar year
-naturopath - maximum	\$500 / calendar year
-physiotherapist - maximum	\$500 / calendar year
-acupuncturist - maximum	Not included
-biofeedback therapy - maximum	Not included

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
-nicotine therapy - maximum	Not included
-hearing aids - maximum	\$1,000 / 5 calendar years
-orthopaedic shoes	\$150 / calendar year
-orthotics	\$400 / 3 calendar years
-out of province emergency coverage	Included
-out of province hospital coverage	Included
-external breast prosthesis	Included
-transcutaneous nerve stimulators	Included
-custom-made compression hose	\$400 / calendar year
-eligibility waiting period	None
-termination	Age 70 or retirement
-Prior insurer / policy	
-effective date	
-insurer / policy #	Manulife Policy #53533
-effective date	October 1, 2001
-renewal date	October 1st
-employer contribution	100% employer paid
Particular Provisions	
HOSPITAL CARE	
-enrollment	Mandatory
-deductible	None
-co-insurance	100%
-room and board	Semi-private
-rehabilitation care	Included
-eligibility waiting period	None
-termination	Age 70 or retirement
-employer contribution	100% employer paid
-particular provisions	
OUT OF COUNTRY COVERAGE	
-enrollment	Mandatory
-deductible	None
-eligibility waiting period	None
-termination	Age 70 or retirement
-maximum length of trip	60 days
-maximum	\$5,000,000
-employer contribution	100% employer paid
-particular provisions	

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
VISION CARE	
-enrollment	Mandatory
-deductible	None
-co-insurance	100%
-maximum prescription glasses	\$250/2 calendar yrs combined
-maximum contact lenses	Jan. 1, 2019 - \$300/2 calendar yrs combined
-eye exam	1 / 2 calendar years
-visual training	\$200 lifetime
-eligibility waiting period	None
-termination	Age 70 or retirement
-employer contribution	100% employer paid
-particular provisions	
DENTAL CARE	
-enrollment	Mandatory
late enrollment	Included (\$125 max / member for 12 months)
-deductible	None
A) basic services	
-co-insurance	100%
-maximum	Unlimited
-recall exam	6 months
-particular provisions	
B) major restorative	
-co-insurance	100%
-maximum	Unlimited
-particular provisions	
C) orthodontics	
-co-insurance	Not included
-maximum	
-child coverage	
-adult coverage	
-dental fee guide	1 year prior to current year
-eligibility waiting period	None
-termination	Age 70 or retirement

CORPORATION	Manulife Policy #53533
Category	
Description	Class B - All Employees of the Public Library of the Town of Petawawa
-Prior insurer / policy	
-effective date	
-insurer / policy #	Manulife Policy #53533
-effective date	October 1, 2001
-renewal date	October 1st
-employer contribution	100% employer paid
-particular provisions	
TYPE OF COVERAGE	
HEALTH CARE SPENDING	Not included
General Terms and Conditions	
Dependant child for EHC and Dental	
GENERAL PROVISIONS	