



# ***COLLECTIVE AGREEMENT***

**Renfrew Public Library**

**and**

**The Canadian Union of Public Employees**

**Local 121, Unit 1**

**2024 – 2027**



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## **ARTICLE 1: PURPOSE**

1.01 The purpose of this Agreement is to promote harmonious relations between the Employer and the employees, to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time, and to ensure the efficiency of operations and the quality of work and service.

## **ARTICLE 2: DEFINITION OF EMPLOYEES**

2.01 The term “employees”, as used in this Agreement shall refer only to those employees covered in Article 3 - Recognition.

2.02 A regular full-time employee is one who has successfully completed the probationary period and works more than thirty (30) hours per week on a regularly scheduled basis.

2.03 A regular part-time employee is one who has successfully completed the probationary period and works thirty (30) hours or less per week on a regularly scheduled basis.

2.04 a) A student employee is one who:  
(i) works during the school vacation periods; or  
(ii) attends secondary school. A maximum of three (3) shall cease to be an employee no later than 31 August of the year last enrolled in secondary school.

b) A person hired as a student employee under Article 2.04 a) shall be advised at the time of their hiring of the duration of their employment, and shall, for the purposes of this Agreement, be entitled to receive only the student rate of pay. The release or discharge shall not be subject to Article 8: Grievance Procedure or Article 9: Arbitration. Students shall pay Union dues, shall be covered all articles of this Agreement, save and except:

- Short Term Disability
- Long Term Disability
- Health Benefit Plans (EHC, Dental, etc.)
- Pension Plan

Students shall be provided with vacation pay and statutory holiday pay in accordance with the qualifying terms and conditions of the *Employment Standards Act, 2000 as amended*.

2.05 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.)
- Pension Plan

Temporary employees will be paid the applicable start rate for the position. Employees hired under a specific grant program will be paid the grant program rate as indicated in the applicable grant funding agreement.

- 2.06 A "Grant" employee is one who is employed on a grant program with partial subsidy from another level of government for a period in excess of four (4) weeks. Grant employees shall not replace or perform the work of a member of the bargaining unit. Grant employees shall not be employed for a period in excess of twenty-six (26) weeks without the permission of the Union.
- 2.07 The Employer will offer all available hours of work to regular employees in accordance with their seniority, provided that they possess the necessary qualifications and ability, before a temporary employee is called in to work under Clause 2.05. However, where a regular employee is temporarily absent for a period in excess of two (2) weeks, the Employer shall post a temporary vacancy in accordance with the provisions of Clause 11.10 and may simultaneously advertise the temporary vacancy outside of the bargaining unit. An employee hired under Article 2.04 (a)(ii) may fill this temporary absence without complying with the posting requirements.
- 2.08 All regular full-time library employees shall only be scheduled to work one weekend out of four weekends as mutually agreed.
- 2.09 The Parties agree that this Collective Agreement shall be gender neutral.
- 2.10 A working day is defined as a day the library is open for library business.

### **ARTICLE 3: RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 121, Unit 1 as the exclusive bargaining agent of all employees of the Town of Renfrew Public Library, Renfrew, Ontario, save and except the Chief Librarian and persons above the rank of Chief Librarian.
- 3.02 The Employer and the Union agree to observe and be bound by the Ontario Employment Standards Act, unless otherwise provided, and the Ontario Labour Relations Act, the Ontario Occupational Health and Safety Act, the Ontario Human Rights Code and regulations made pursuant thereto.
- 3.03 The Parties agree to create a Labour/Management Committee that shall meet as needed but at least once quarterly and be comprised of two (2) Union members and two (2) representatives for the Employer or designate. Time spent by Union

members on the Labour/Management Committee shall be without loss of seniority, benefits and remuneration.

This committee shall meet to discuss matters of mutual concern and the Parties will each share an agenda at least forty-eight (48) hours in advance of the meeting. 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.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

4.01 Unless otherwise specified in this Agreement, the Parties recognize and acknowledge that the management of the operations and the direction of the working forces are fixed exclusively with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and discipline or discharge employees for just cause. A claim by an employee who has acquired seniority, that they have been unjustly disciplined or discharged may be subject to the grievance and/or arbitration procedures.
- b) Hire, assign to shifts, promote, lay-off and recall, classify and reclassify. A claim by an employee that they have been incorrectly or improperly reclassified may be subject to the grievance or arbitration procedures.
- c) Operate and manage the business in all respects in accordance with the Employer's commitments, obligations and responsibilities, including the right to determine the nature and kind of business conducted by the Employer, determine the number and location of the Employer's establishments, the extension, limitation, curtailment or cessation of operations or any part thereof, direct the work force, schedule and determine operations, numbers of shifts, services to be rendered, techniques and work procedures, kinds and locations of equipment to be used at any time, selection and use of materials required by the Employer, establishment of work or job assignments, decide upon the number of employees needed, number of hours to be worked, starting and quitting times and when overtime shall be worked, determine financial policies, including general accounting procedures and customer relations.

## **ARTICLE 5: STRIKES AND LOCKOUTS**

- 5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that during the term of this Agreement there will be no strike, interruption, slowdown or stoppage of work.
- 5.02 The Employer agrees that there will be no lock-out during the term of this Agreement.

## **ARTICLE 6: UNION SECURITY**

### 6.01 a) Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to 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.

### b) 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 15<sup>th</sup> day of the month following, accompanied by a list of the names, addresses and phone numbers of all its employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during the month. A copy of this list shall also be forwarded to the Secretary of the Union. The amount of Union dues so deducted shall be shown on each employee's income tax (T4) slip.

### 6.02 NO CONTRACTING OUT

The Employer agrees not to lay off present members of the bargaining unit as of 01 January 1998, nor shall they suffer any loss of remuneration, benefits, rights and/or privileges as a result of contracting out.

### 6.03 WORK OF THE BARGAINING UNIT

Persons outside of the bargaining unit may not perform the duties of employees covered by this Agreement where such performance would directly result in the reduction or elimination of regularly scheduled hours.

## **ARTICLE 7: UNION REPRESENTATION**

- 7.01 The Employer acknowledges the right of the Union to appoint or otherwise select one or more stewards.
- 7.02 The Union acknowledges that the steward has regular duties to perform on behalf of the Employer; therefore, wherever possible the steward shall conduct their activities outside regular working hours.
- 7.03 It is agreed that employees having grievances shall not discuss said grievances with the steward during working hours, except in a case where an employee needs immediate assistance. In such a case neither the employee nor the steward shall leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, unreasonably be withheld. Stewards shall return to their regular duties as expeditiously as possible.
- 7.04 The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee, comprised of up to two (2) members of the Local. It shall be the negotiating committee's function to meet with the Employer to negotiate the renewal of this Agreement. Members of the negotiating committee will suffer no loss of pay, benefits or seniority when negotiating with the Employer.
- 7.05 The Union shall notify the Employer in writing of the names of the steward or stewards and the members of the negotiating committee. The Employer shall not be required to recognize any steward or committee member until such notification has been received.
- 7.06 It is understood that Union officials will suffer no loss of pay, benefits or seniority when engaged in discussions with the Employer as provided for in this Agreement.
- 7.07 The Union agrees that there shall be no solicitation of members or other Union activities at the premises or work locations of the Employer during working hours except as permitted by this Agreement. It is understood and agreed that there shall be no meetings of the Union or its members on the premises or at the work locations of the Employer at any time without the prior approval of the Employer.
- 7.08 A request by a representative of C.U.P.E. for access during working hours to the Employer's premises for the purpose of consulting with a Union member with regard to Union matters shall not be unreasonably denied. Such consultations shall be in a place designated by the Employer and time in excess of thirty (30) minutes will not be on Employer's time.
- 7.09 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.

- 7.10 An employee shall have the right to access and review their personnel file upon 24 hours notice. The time and the duration shall be mutually agreed upon. An employee shall have the right to make copies of any material contained in the personnel file. The cost of photocopying shall be borne by the employee at the worksite rate.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee may present an oral complaint at any time without having to proceed to the grievance procedure herein.
- 8.02 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of the provisions of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without just cause.
- 8.03 It is understood that an employee has no grievance until the employee has first given the Chief Librarian an opportunity to adjust the employee's complaint. In order to be considered a grievance, such discussion must take place within five (5) working days after the circumstances giving rise to the complaint first occurred or originated. The Chief Librarian shall communicate a reply to the complainant within five (5) working days. If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner:

### **STEP 1 – Chief Librarian**

The employee shall submit a signed, dated, written grievance (on a form supplied by the Union) to the Chief Librarian within fifteen (15) working days of the circumstance giving rise to the grievance first occurred or originated or the grievor ought reasonably to have been aware of the circumstance giving rise to the grievance. The nature of the grievance, the article of the Agreement that has allegedly been violated, and the relief or remedy sought shall be clearly set out in the grievance. The employee and the Chief Librarian shall meet within five (5) working days of the receipt of the written grievance for the purpose of discussing and resolving the grievance. The Chief Librarian shall deliver their decision in writing within five (5) working days following the day on which the meeting occurred. Failing settlement, then:

### **STEP 2 – Library Board or Designate**

Within ten (10) working days following the decision under Step 1, the employee shall present the written grievance to the Library Board or its designate, which will hold a meeting within fifteen (15) working days with the employee to discuss the grievance. The Library Board shall give its decision in writing within ten (10) working days from the date of the meeting.

- 8.04 If the final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either Party to arbitration as provided in Article 9 - Arbitration at any time within twenty (20) working days after the final decision is given in Step 2. If no such written request for arbitration is made within the twenty (20) working day time limit, then the grievance shall be deemed to have been abandoned.
- 8.05 Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure, including reference to arbitration, within the time specified, shall be deemed to have been abandoned. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage, including arbitration.
- 8.06 The time limits fixed in this procedure may be extended with the consent of both Parties in writing.
- 8.07 An employee, other than a probationary, temporary, student or grant employee, claiming that they have been disciplined, suspended or discharged without just cause, may file a grievance at Step 1 of the grievance procedure, provided that such a grievance is lodged with the Chief Librarian within ten (10) working days of the discipline or discharge. It is agreed that subsection 45(6) of the *Ontario Labour Relations Act, R.S.O. 1990*, as amended, does not apply to the provisions of this Agreement except in the case of an employee alleging unjust discharge.
- 8.08 At any stage of the grievance procedure either Party may have the assistance of a representative, legal or otherwise.
- 8.09 **POLICY GRIEVANCE**
- a) Either Party may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance shall be defined as a grievance by either the Union or the Employer arising out of the interpretation, administration or alleged violation of any of the terms of this Agreement but excluding subject matter which may be presented by an employee as an individual grievance.
- b) A Union policy grievance shall be filed at Step 2 of the grievance procedure; an Employer policy grievance shall be filed with the president of the Union local. The Parties shall meet within five (5) working days and a reply shall be given within five (5) working days of the meeting. Failing settlement, a policy grievance may be submitted to arbitration as provided in Article 8.04.

## **ARTICLE 9: ARBITRATION**

- 9.01 Both Parties to this Agreement agree that no grievance shall be submitted to arbitration unless it is a proper subject matter of a grievance as defined in Article 8 - Grievance Procedure, has been properly carried through all the requisite steps of the grievance procedure and has not been settled or abandoned.

- 9.02 When either Party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail addressed to the other Party to the Agreement, indicating the name and address of its nominee on an arbitration board. Within ten (10) working days thereafter, the other Party shall answer by Registered Mail indicating the name and address of its appointee to the arbitration board; the two appointees shall then meet to select an impartial chairperson.
- 9.03 If the Party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within ten (10) working days of their appointment the appointment shall be made by the Minister of Labour upon the request of either Party.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or Collective Agreement.
- 9.05 The arbitration board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the chairperson is appointed.
- 9.06 The decision of the board of arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the Parties and upon any employee affected by it. The majority decision shall be accepted as the decision of the board, and in the absence of a majority decision, the decision of the chairperson shall be accepted as the decision of the board.
- 9.07 A board of arbitration shall not have the jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further, a board of arbitration is not authorized to deal with any matter not covered by this Agreement, nor arising outside the terms of this Agreement.
- 9.08 Each Party shall pay:
- a) The fees and expenses of the arbitrator it appoints; and
  - b) One-half the fees and expenses of the chairperson.
- 9.09 Should the Parties disagree as to the meaning of the board's decision, either Party may request that the board reconvene to clarify its decision. Such request shall be served in writing to the other Party within thirty (30) days of the board's decision. Such reconvened board shall not meet before fifteen (15) days after the service of written notice nor after forty-five (45) days after the service of the written notice.
- 9.10 Time limits fixed in this article may be extended by mutual agreement in writing between the Employer and the Union.
- 9.11 Where both Parties agree a single arbitrator with the same powers and limitations as a board of arbitration may be substituted for a board of arbitration. In such cases, the Parties shall endeavor to agree on the selection of a single arbitrator.

In the event that the Parties are unable to agree, a board of arbitration shall be constituted in accordance with paragraphs 9.02, 9.03 and 9.04.

**ARTICLE 10: DISCIPLINE, SUSPENSION AND DISCHARGE**

10.01 Where the Employer deems it necessary to take formal disciplinary action against an employee, the Employer shall within five (5) working days thereafter, give written particulars of such action to the employee and a copy shall be sent to the Union with the approval of the employee.

10.02 An employee may be suspended without pay or discharged, but only for just cause and only upon the authority of the Employer. When an employee is suspended without pay or discharged, they shall be accompanied by a Union member and shall be given the reasons in writing. The Chief Librarian shall advise the Union promptly of any suspension or discharge.

10.03 A claim by an employee, who has completed the probationary period, they have been disciplined, suspended without pay or discharged without just cause, may be the subject of a grievance as provided in Article 8 - Grievance Procedure.

**10.04 CLEARING OF FILE**

Disciplinary warnings and suspensions without pay shall be removed from the personnel file after a period of twenty-four (24) months, provided that there has been no other disciplinary action during the twenty-four (24) month period. The twenty-four (24) month period shall be extended by the length of any absence from work in excess of one (1) month.

**ARTICLE 11: SENIORITY**

11.01 Seniority shall be bargaining unit wide and shall be based on the length of employment with the Employer since the last date of hire but adjusted to recognize any periods of absence in which seniority was maintained but did not accrue. Seniority shall not accrue for any period that an employee is employed by the Employer in a position outside the bargaining unit.

11.02 Employees other than regular full time, who may accrue seniority, shall do so on the basis of their paid hours.

11.03 Employees other than regular full time who may accrue seniority shall do so in the ratio that annual hours worked are a percentage of the normal annual hours of work for regular full time employees.

11.04 The Employer shall maintain seniority lists:

a) for regular full-time employees, showing the date upon which each employee's service is deemed to have commenced, in accordance with clause 11.01; and

- b) for other than regular full-time employees, showing the accumulated hours for which the employee has been paid, in accordance with clause 11.01
- 11.05 Seniority shall be used in determining priority for promotions, lay-offs and recall from lay-off, subject to the terms set out below.
- 11.06 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 11.07 Separate seniority schedules shall be established for regular full-time and part-time employees as defined. Seniority schedules posted in accordance with 11.04 above shall include the name of the employee, their classification and their last date of hire. Part-time seniority shall at all times be subordinate to regular full-time seniority for the purposes of lay-off and recall.
- 11.08 In the event that an employee is transferred from a part-time position to a full-time position or from a full-time position to a part-time position, they shall be deleted from and entered onto the appropriate seniority schedules and credited with all of their accumulated seniority.
- 11.09 Full-time and part-time employees shall serve a probationary period of six (6) months. It is specifically understood and agreed that a probationary employee is serving a probationary period of employment and may be disciplined or discharged at the discretion of the Employer. It is also specifically understood and agreed that such discretion will not be exercised in a discriminatory manner. The Parties may agree to an extension of the probationary period upon mutual agreement in writing.
- 11.10 On successful completion of the probationary period, an employee shall be placed on regular staff, their name shall be placed on the appropriate seniority list and their seniority shall date back to their last date of hire.
- 11.11 An employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire when the employee:
- a) resigns for any reason and does not retract their resignation within forty-eight (48) hours;
  - b) retires;
  - c) is discharged and not reinstated;
  - d) is laid off for a period in excess of twelve (12) months;
  - e) is absent from work due to accident or illness and has exhausted their benefits under Article 16.01;
  - f) fails to return to work within ten (10) working days following lay-off and after the posting of notice by Registered Mail to the employee's last known address unless through sickness or other just cause. It is the responsibility of the employee to inform the Employer of their current address and telephone.
- 11.12 When a vacancy occurs that the Employer chooses to fill, or when a new position is created, inside or outside the bargaining unit (and that is in the Library), the

Employer shall notify the Union in writing and shall post the notice of the position in the Employer's office and on the bulletin board for a minimum of fourteen (14) calendar days in order that all members will know about the position and will be able to make written application therefor. Both Parties recognize:

- a) the principle of promotion within the service of the Employer; and
- b) that job opportunity should increase in proportion to length of service.

In selecting a candidate to fill a vacancy or a new position in the bargaining unit, the appointment shall be made of the applicant with the required qualifications and having the greatest seniority. Where an appointment is made from within the bargaining unit, it shall be made within twenty (20) working days of the termination date of the posting.

It is understood and agreed that the Employer may advertise the vacant position externally at the same time as the internal posting in order to expedite the filling of the vacancy. Also, if it has been determined by the Union and the Employer that there is no internal candidates with the required qualifications for the posting, that the fourteen (14) calendar days may be waived upon mutual agreement of the Parties in order to expedite the filling of the vacancy.

#### 11.13 In the event of a reduction of staff or lay-off:

- a) employees shall be laid off in the reverse order of their seniority;
- b) when employees are recalled, they shall be called in accordance with their seniority;
- c) no new employees will be hired until those laid-off are given an opportunity of recall.

#### 11.14 LAY OFF AND RECALL

- a) A "lay-off" is defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- b) Regular full-time and regular part-time employees are entitled to three (3) work weeks notice of lay-off, or equivalent pay in lieu of notice, unless greater protection is provided under the Ontario *Employment Standards Act*.
- c) Employees shall be laid off in the reverse order of their seniority; an employee in receipt of notice of lay-off may "bump" an employee having less seniority provided that the employee exercising this right is qualified to perform the work of the employee with less seniority.
- d) When employees are recalled, they shall be recalled in the reverse of the order in which they were laid-off provided they are qualified and able to perform the remaining work.
- e) No new employee will be hired until those laid off are given an opportunity of recall as provided in this Agreement.

- f) A grievance regarding improper lay-off or recall may be commenced at Step 1 of the Grievance Procedure.

**ARTICLE 12: HOURS OF WORK AND OVERTIME**

- 12.01 The following paragraphs are intended to define the procedures for calculating authorized overtime and shall not be construed as a guarantee of hours of work.
- 12.02 A work week shall be defined as the normal hours of work in a one week period in accordance with Article 12.03 and as identified on the planned work schedule (Article 12.03).
- 12.03 The normal hours of work shall be as follows:
- a) For all regular full-time employees, the normal hours of work shall be seventy (70) hours over a two week period, on a flexible basis, commencing 12:01 a.m. Sunday and ceasing at 11:59 p.m. Saturday, in accordance with established pay periods.
  - b) (i) Planned work schedules to facilitate hours of work will be in accordance with Memorandum of Understanding appended to this Agreement as Appendix "A". Planned work schedules may be altered due to factors beyond management's control (i.e. work due to inclement weather and other unforeseen events).  
(ii) Three employees shall work on Saturdays except in the event of factors beyond management's control.
  - c) For regular part-time employees, the normal hours of work shall be assigned by the Employer to not normally exceed thirty (30) hours per week.
- 12.04 Regular full-time and part-time employees required to work in excess of seventy-five (75) hours bi-weekly shall be paid at one and one-half times (1½ x) their normal rate of pay for each hour or part thereof so worked.
- 12.05 In no event shall overtime or premium compensation be duplicated, compounded or pyramided unless there is mutual agreement between the Employer and the employee.
- 12.06 An employee may accumulate (bank) hours worked in excess of normal hours of work to the extent the employee desires. The employee may utilize up to a total (maximum) of seventy-five (75) hours as time off subject to seven (7) days notice and approval of the Chief Librarian. The employee shall either bank or be paid for their hours worked in excess of normal hours worked in each pay period. The employee shall not request both in any one pay period. The employee must reduce this accumulation of hours worked to zero by way of payment by the end of the first (1<sup>st</sup>) pay period ending in December of each year.

Time off granted under this article will not incur overtime. Any banked time accumulated after the end of the first (1<sup>st</sup>) pay period ending in December to 31 December shall be carried over into the next year.

12.07 Employees who work a shift of five (5) or more hours shall be entitled to a thirty (30) minute paid eating period and a fifteen (15) minute paid break. Employees working any other shift shall be entitled to a fifteen (15) minute paid break. Employees shall remain at the Library while on break.

### **ARTICLE 13: PAID HOLIDAYS**

13.01 The following days shall be observed as paid holidays for regular full-time, part-time and temporary employees:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

And also any other day or days proclaimed by the Government of Canada or the Government of the Province of Ontario or by the Council of the Town of Renfrew, and should any days be proclaimed it is agreed that the Employer shall consult with the Union regarding available options to address the new Paid Holiday.

When Christmas falls on a Saturday or a Sunday, Christmas shall be observed on the next following Monday and Boxing Day shall be observed on the next following Tuesday.

When any other holiday falls on Saturday or Sunday, staff shall be given time off in lieu to be taken at a time that is mutually agreeable for the employee and Employer.

In addition, employees shall be granted three (3) floating holidays.

No employee shall be paid for any Paid Holiday:

- a) unless they work their last regularly scheduled work day preceding and their next regularly scheduled work day following the Holiday; or
- b) if they are off work due to suspension, leave of absence, pregnancy leave, jury leave, or Worker's Compensation; or
- c) if they have agreed to work on a Paid Holiday and, without reasonable cause fails to report and perform their normal duties.

Where a Paid Holiday falls within an employee's scheduled vacation, they shall receive an additional day with pay to be taken at a time mutually agreed between the Employer and the employee.

If any of the Paid Holidays fall on an employee's scheduled day off, the employee shall be entitled to a day off with pay at a time mutually agreed to by the Chief Librarian. Any banked days must be used by December 1<sup>st</sup>. Any banked time accumulated after the end of the first (1<sup>st</sup>) pay period ending in December to 31 December shall be carried over into the next year.

- 13.02 The regular wages of an employee whose hours of work differ from day to day, or who is paid on a basis other than time, shall be payable to the employee based on the four work weeks before the work week in which the Paid Holiday occurs divided by 20.
- 13.03 When a Paid Holiday falls upon a working day for an employee, the Employer may, with the agreement of the employee or the employee's agent, substitute another working day for the paid holiday, which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the paid holiday. If the Paid Holiday falls on a non-working day, the employee shall be given another normal working day off, with pay, or if the employee agrees, the Employer will pay the employee the regular wage for the Paid Holiday. Part-time employees shall receive Paid Holidays in accordance with the *Employment Standards Act, S.O. 2000*, as amended.

#### **ARTICLE 14: VACATIONS**

14.01 Vacations for regular full-time employees shall be granted in accordance with seniority and entitlement as follows:

- a) Regular full time employees who will have completed the following full years of service during the calendar year shall be granted annual leave with normal pay, benefits and seniority in accordance with the following schedule, except as defined in Clause 16.01(g)(i).

Upon hire, vacation will accumulate at the rate of 0.83 days per month for each calendar month worked.

< One (1) years service  
Two (2) work weeks

One (1) years < ten (10) years  
Three (3) work weeks

Ten (10) years < eighteen (18) years service  
Four (4) work weeks

Eighteen (18) years < twenty-seven (27) years service  
Five (5) work weeks

Twenty-seven (27) years < twenty-eight (28) years service  
Five (5) work weeks plus one (1) day

Twenty-eight (28) years < twenty-nine (29) years service  
Five (5) work weeks plus two (2) days

Twenty-nine (29) years < thirty (30) years service  
Five (5) work weeks plus three (3) days

Thirty (30) years service or more  
Six (6) work weeks

One (1) work week of annual leave may be carried over to the following year upon mutual agreement by the employee and the Employer.

b) The scheduling of annual leave shall be in accordance with the following:

- (i) Annual leave may be taken any time during the calendar year subject to the ability of the Employer to maintain a qualified work force.
- (ii) An employee shall be entitled to take up to three (3) work weeks of their annual leave entitlement at any one time.
- (iii) Application for annual leave shall be made by February 1<sup>st</sup> each year on a form provided by the Employer. Seniority shall govern should a conflict exist due to annual leave requests.
- (iv) The annual leave schedule shall be posted by March 15<sup>th</sup> and shall not be altered without the consent of each employee whose annual leave schedule would change as a result of such alteration.

14.02 Part-time, temporary and student employees are entitled to vacation in accordance with the *Employment Standards Act, S.O. 2000*, as amended.

14.03 Payment in lieu of annual leave may be mutually agreed upon between the employee and the Employer.

## **ARTICLE 15: OTHER LEAVE**

15.01 An employee shall be entitled to five (5) working days leave of absence without loss of normal pay, benefits or seniority, at the time of a death for an employee's father, mother, step-parents, spouse (as per *Ontario Family Law Act*), son, step-son, daughter, step-daughter.

15.02 An employee shall be entitled to three (3) working days leave of absence without loss of normal pay, benefits or seniority, at the time of a death for an employee's sister, brother, father-in-law, mother-in-law, grandparent, grandchild or other relative living with the employee.

15.03 An employee shall be entitled to one (1) working day leave of absence without loss of normal pay, benefits or seniority, at the time of death for an employee's aunt,

uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or spouse's grandparent.

- 15.04 An employee shall be granted one (1) work week leave without pay, but without loss of benefits or seniority, on the approval of the Chief Librarian.
- 15.05 The Employer shall grant leave of absence without loss of benefits or seniority to an employee who serves as a juror or witness in any court for any reason. The Employer shall also pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness fees excluding payment for traveling, meals or other expenses. The employee shall present proof of services and the amount of pay or fees received when claiming compensation under this clause.
- 15.06 All regular full-time and regular part-time employees shall be entitled to pregnancy and parental leave in accordance with the qualifying terms and conditions of the *Employment Standards Act, S.O. 2000*, as amended.
- 15.07 When the Employer requires an employee to attend a course, the Employer will, conditional on successful completion of the course, pay the registration and tuition costs incurred and there shall be no loss of pay, benefits, or seniority nor shall there be any entitlement to overtime for attendance at such a course.

**ARTICLE 16: HEALTH AND WELFARE BENEFITS**

**16.01 INCOME PROTECTION PLAN**

**a) SHORT-TERM INCOME REPLACEMENT BENEFITS**

All full-time employees who are unable to perform their duties due to a non-occupational illness or injury shall be entitled to Short-Term Income Replacement Benefits, calculated on the employee's normal rate of pay, in accordance with the following schedule:

<u>Length of Service</u>	<u>100% Salary (weeks)</u>	<u>75% Salary (weeks)</u>
6 months - 12 months	3	14
1 year - 2 years	4	13
2 years - 3 years	5	12
3 years - 4 years	6	11
4 years - 5 years	7	10
5 years - 6 years	8	9
6 years - 7 years	9	8
7 years - 8 years	11	6
8 years - 9 years	13	4
9 years - 10 years	15	2
10 years or more	17	0

**b) MAXIMUM BENEFIT**

- i) Each employee's entitlement regarding the number of weeks at 100% of salary will be calculated based on the employee's length of service with the Employer, which will be updated on the first of January each year. Each employee's allotment of 100% weeks will be automatically renewed on the first normal working day in January, providing the employee is working on that day. Employees in receipt of Short-term or Long-term Income Replacement benefits on the first normal working day in January will receive their new allotment of 100% weeks when they have returned to work on a full-time basis for one full work week.
  - ii) Successive absences from work due to the same illness or injury will be considered as the same period of disability unless separated by two (2) consecutive full work weeks.
  - iii) After exhausting the 17 week provision in 16.01(b) (i) and (ii) the employee shall apply for sick leave benefits under the Employment Insurance program. These benefits will cease no later than the end of the 32<sup>nd</sup> week from the last full day worked at which time the employee shall be covered in accordance with article 16.01(f). The Employer will assist the employee in applying for Employment Insurance and will maintain the employee's weekly rate of pay for the two week waiting period if applicable. The weekly rate of pay for the waiting period shall be the rate paid for the week immediately preceding.
- c) Part-time employees who have completed the probationary period of six (6) months from the last date of hire and who are unable to perform their duties due to a non-occupational illness or injury shall be entitled to Short-term Income Replacement benefits at the rate of 100% of their normal rate of pay. Such benefits, in hours, are earned based on the average hours per shift worked each month. Credited hours will be accumulated (banked) as they are earned and reduced as they are used. Such "banked" hours are available only to provide income replacement in the event of a non-occupational illness or injury arising during the term of such part-time employment.

**d) TOP -UP**

- i) Full time employees may elect to apply any remaining days of annual leave or banked time in order to "top-up" benefits in accordance with this section.
- ii) Benefits "topped-up" in this manner shall not exceed 100% of the employee's normal rate of pay and annual leave or banked time so applied will be deducted from the employee's unused entitlement to such leave in the same proportion as it is used to provide for such "topping-up."
- iii) Employees wishing to elect such "top-up" must notify the Chief Librarian in writing, and at the time of the initial application for benefits as provided.

#### e) BENEFIT CLAIM FORMS AND CERTIFICATION

Benefit Claim forms and certifications required to claim Short-term Income Replacement benefits shall be submitted to the Chief Librarian or their designate and shall be to the satisfaction of the Treasurer.

- i) Regular full-time and regular part-time employees who are entitled to Short-Term Income Replacement benefits may obtain such benefits on the production of a Short-term Income Replacement Benefit claim form that is certified by a qualified medical practitioner. Uncertified days may not exceed five (5) days per calendar year. Uncertified days cannot be carried over from one calendar year to the next and are not paid out as cash if unused at the end of the calendar year. A newly hired regular part-time or regular full-time employee is entitled to uncertified days at a pro-rated rate.
- ii) If the absence is expected to exceed five (5) consecutive working days, the employee may be required to provide a Medical Questionnaire form completed by a qualified medical practitioner at the Employer's discretion to determine what limitations or restrictions may exist and to facilitate any accommodation that may be appropriate in the circumstances.
- iii) If it appears to the Employer that an employee is making too frequent application for Short-term Income Replacement benefits, or if the Employer questions the accuracy or adequacy of the certificate filed, the matter may be referred to a specialist medical practitioner of the employee's choice for investigation and report.
- iv) That the Employer will reimburse the employee for costs assessed by a medical practitioner for the provision of medical certificates and/or benefit claim forms required for employment purposes.
- v) An employee who is unable to work part of a workday due to non-occupational illness or injury covered under the Short-Term Income Replacement benefits plan will only be provided coverage for the part of the workday that qualifies for income protection under the plan. Employees that access the plan for part of a workday are expected to return to work if the non-occupational illness or injury does not preclude them from performing the duties of the position,

#### f) LONG TERM INCOME REPLACEMENT BENEFITS

The Employer will maintain a Long Term Disability Insurance Benefit providing 60% of normal monthly earnings and pay premiums on behalf of all full-time employees who have completed six (6) full months of service and who are unable to perform their duties as the result of a non-occupational illness or injury. Upon request by the Local a copy of the current master policy will be provided upon receipt from the carrier. Please refer to your employee booklet for complete details.

#### g) SENIORITY AND CONTINUITY OF EMPLOYMENT

Employees in receipt of Short-term Income Replacement benefits shall continue to be employees of the Employer and shall continue to accumulate

seniority and receive health and welfare benefits in accordance with the terms of this Agreement.

- i) Employees in receipt of Long-term Income Replacement benefits shall continue to be employees of the Employer for a period of one hundred twenty-one (121) weeks from the last full day worked and shall retain, but not accumulate, seniority for this period. The Employer will maintain life insurance and extended health coverage for such employees in accordance with the provisions of this Agreement for the first sixty-nine (69) weeks of this period.
- ii) An employee who makes application for Long Term Disability Insurance benefits which application is denied, or an employee in receipt of Long Term Disability Insurance benefits, which benefits are discontinued, must forthwith make themselves available for work. Notwithstanding Clause 11.11 (e), an employee who fails to make themselves available for work within two (2) working days following the denial or discontinuation of benefits shall cease to be an employee of the Employer effective the date of such denial or discontinuation.
- iii) An employee returning to work after a period of being in receipt of Long Term Income Replacement benefits shall be returned to their former position, in accordance with the seniority provisions of this Agreement, if the employee is medically fit to fully perform the duties of that position. In the event that the employee is not medically fit to fully perform the duties of that position, the Employer will endeavor to provide light duties or other alternate employment which the employee is medically fit to perform. The employee will be offered such light duties or alternate employment as may be available in accordance with the seniority provisions of this Agreement.

16.02 The Employer will maintain on behalf of all full-time employees who have completed six (6) full months of service, insurance or other indemnification plans which provide the following benefits:

a) **EXTENDED HEALTH CARE**

The Employer will provide benefits as presently provided in the Employer's standard extended health care group insurance policy and as detailed in the employee's benefit description booklet. In addition, the Employer will maintain a vision care supplement, to a maximum of three hundred and fifty dollars (\$350) per family member in a two year period, toward the cost of prescription eye wear and/or eye examination for the employee and eligible dependents. A drug card will be provided to each employee as identified in Article 16.02.

b) **DENTAL CARE**

The Employer will provide a dental plan equivalent to a Manulife Level 1 – Basic Services with no riders at current Ontario Dental Association rates.

c) LIFE INSURANCE

Group life insurance, which provides a death benefit of two (2) times the employee's normal annual earnings and which includes an accidental death and dismemberment rider as detailed in the employee's benefit description booklet.

d) DEPENDENT LIFE INSURANCE

The Employer will provide dependent life insurance coverage for each employee which provides a dependent death benefit as follows:

Spouse	\$10,000
Children	\$ 5,000

16.03 The Employer will bear the full cost of providing the benefits detailed in clauses 16.01(a), 16.01(c) and 16.02.

16.04 The Parties acknowledge that the premiums and benefits provided in this Article are subject to the applicable Laws of Canada and of the Province of Ontario.

16.05 It is understood and expressly agreed that the Employer's master group insurance policies govern in all matters set forth in this article and that the Employer accepts no liability beyond those covered in these policies or expressly accepted by the Council of the Corporation of the Town of Renfrew.

16.06 The Employer and each regular full-time employee and each regular part-time employee who has enrolled in the Ontario Municipal Employees Retirement System (OMERS), will contribute to the Basic OMERS Pension Plan in accordance with the Ontario *Municipal Employees Retirement System Act, R.S.O. 1990 Chapter O.29* and regulations made pursuant thereto.

16.07 The Employer will pay to each part-time employee who has successfully completed the probationary period and is not enrolled in OMERS, a sum equal to fifteen percent (15%) of the employee's basic wages, exclusive of any shift premium or overtime, in lieu of the health and welfare benefits provided in paragraphs 16.02 and 16.06 or, based on the employee's enrollment in OMERS, a sum equal to ten percent (10%) of their basic wages in lieu of health and welfare benefits provided in paragraph 16.02

16.08 Employee Recognition Program – The Employer agrees to continue coverage of benefits to retired full-time employees based on the formula listed below to age 65. To be eligible for these benefits, employees must apply for and meet OMERS pension plan conditions and qualifications. Benefits shall be extended health coverage, dental care and \$25,000 life insurance as defined under the Collective Agreement. The employee shall pay their premium contributions by way of post-dated cheque. If any cheque is returned not-sufficient funds, benefits will cease.

30 years of service with the Town of Renfrew - 100% paid by Employer

25 years of service with the Town of Renfrew - 75 % paid by Employer - 25% paid by employee

20 years of service with the Town of Renfrew - 50% paid by Employer - 50% paid by employee

16.09 Upon the request of either Party, the Parties will meet at a mutually convenient time to discuss the employee/Employer benefit program.

16.10 All inside workers shall be provided with safety equipment as and when required.

#### **ARTICLE 17: RATES OF PAY**

17.01 a) Effective on the first pay period beginning in each year, the hourly rates for employees shall be as outlined in Appendix A – Wage Rate Grid for the years 2024, 2025, 2026 and 2027.

b) 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 December 31, 2027, they shall be entitled to the prorated amount of such payments.

The Employer will endeavor 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 by direct deposit and retroactivity pay will be itemized on the pay stub.

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 the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

17.02 a) In the case of a student, the rate of pay shall be the Ontario minimum wage for students, as amended from time to time, or such other rate as the grant program may provide.

b) A student employed under Article 2.04 (a)(ii) shall be remunerated outlined in Appendix A and will receive all rights and privileges under the Collective Agreement excluding Article 16.

#### **17.03 PREMIUM PAY FOR ACTING STATUS**

When an employee is appointed to act in the capacity of another employee occupying a higher classification for a consecutive period in excess of one full week, the employee so acting will receive additional compensation at the rate of fifteen percent (15%) of their normal rate of pay. Premium pay for acting status is not to be compounded or pyramided with overtime or any other form of premium pay.

17.04 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 in reality 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 the comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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.

## **ARTICLE 18: TERM**

18.01 This Agreement shall come into force on January 1, 2024, and shall remain in force until December 31, 2027, and unless either Party gives to the other Party written notice of termination or of a desire to amend this Agreement, then it shall remain in force for a further year, without change, and so on from year to year thereafter.

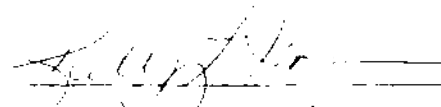
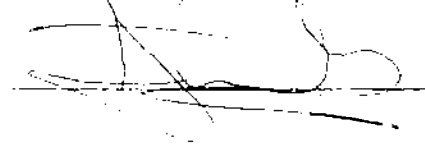
18.02 Notice that amendments are desirable or that either Party intends to terminate this Agreement may only be given within ninety (90) days prior to the termination date.



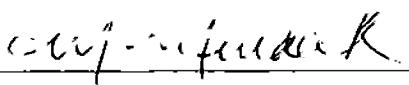
18.03 If the notice of desire to amend or terminate this Agreement is given by either Party, the other Party agrees to meet for the purpose of negotiating within a reasonable time after receipt of such notice. Both Parties shall submit desired amendments in writing at the first negotiating meeting.

Signed in Renfrew this 18th day of July, 2024.

**For the Employer**

**For the Union**

  
  
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**CUPE Local 121-01  
SENIORITY SCHEDULE  
As of March 2, 2024**

	<u>Date of Hire</u> dd/mm/yyyy	<u>Adjusted Date of Hire</u> dd/mm/yyyy
<b><u>Full-time:</u></b>		
FISHENDEN, Sandra	05/09/1977	05/09/1977
KLINCK, Susan	08/02/1988	08/08/1988
KROSSE, Emily	21/01/2022	20/08/2022
TAMOSSETIS, Jana	12/09/2023	12/09/2023
<b><u>Part-time:</u></b>		
	<u>Date of Hire</u>	<u>Hours</u>
SHALLA, Sharon	07/01/1989	24,510.5
MOREY, Donna	11/09/2023	122.4
<b><u>Students:</u></b>		
O'GRADY, Derrick	09/08/2021	1,165.5
BOYER, Anna	30/08/2023	235.6

**APPENDIX A  
CUPE LOCAL 121-01 - WAGE RATE GRIDS 2024-2027**

Effective January 1, 2024 (4% increase)					
Classification	Temporary	Full Time			
		Step 1	Step 2	Step 3	Step 4
		Part Time & Full Time Start	Full Time 6 month	Full Time 12 month	Full Time 24 month
Library Technician	\$ 26.24	\$ 29.53	\$ 30.51	\$ 31.49	\$ 32.80
Library Technician - Head of Children's Services		\$ 30.63	\$ 31.65	\$ 32.67	\$ 34.03

Effective January 1, 2025 (4% increase)					
Classification	Temporary	Full Time			
		Step 1	Step 2	Step 3	Step 4
		Part Time & Full Time Start	Full Time 6 month	Full Time 12 month	Full Time 24 month
Library Technician	\$ 27.29	\$ 30.71	\$ 31.73	\$ 32.75	\$ 34.11
Library Technician - Head of Children's Services		\$ 31.86	\$ 32.92	\$ 33.98	\$ 35.39

Effective January 1, 2026 (2% increase)					
Classification	Temporary	Full Time			
		Step 1	Step 2	Step 3	Step 4
		Part Time & Full Time Start	Full Time 6 month	Full Time 12 month	Full Time 24 month
Library Technician	\$ 27.84	\$ 31.32	\$ 32.36	\$ 33.41	\$ 34.79
Library Technician - Head of Children's Services		\$ 32.50	\$ 33.58	\$ 34.66	\$ 36.10

Effective January 1, 2027 (2% increase)					
Classification	Temporary	Full Time			
		Step 1	Step 2	Step 3	Step 4
		Part Time & Full Time Start	Full Time 6 month	Full Time 12 month	Full Time 24 month
Library Technician	\$ 28.40	\$ 31.95	\$ 33.01	\$ 34.08	\$ 35.49
Library Technician - Head of Children's Services		\$ 33.15	\$ 34.25	\$ 35.35	\$ 36.82

Note: The CUPE Library student rate of pay is \$0.50 more than Ontario's minimum wage