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COLLECTIVE AGREEMENT

between

NORTH BAY PUBLIC LIBRARY BOARD

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 122-2**

January 1, 2025 to December 31, 2028

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THIS AGREEMENT made and entered into this 4th day of April 2025

BETWEEN NORTH BAY PUBLIC LIBRARY BOARD
(Hereinafter referred to as the “Board”)

Party of the first part,

AND THE EMPLOYEES OF THE NORTH BAY PUBLIC LIBRARY BOARD
Represented by Local 122-2
THE CANADIAN UNION OF PUBLIC EMPLOYEES
(Hereinafter referred to as the “Union”)

Party of the second part.

ARTICLE #1 – PURPOSE

The purpose of the Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a mechanism for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE #2 – SCOPE

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its employees save and except the CEO, Managers, persons above the rank of Manager, Administrative Assistant to the CEO, Pages, Students employed during the school vacation period and Day Student Employees.

The Employer agrees that the use of volunteers will not result in a reduction in the hours of work or the numbers of positions in the bargaining unit.

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

ARTICLE #3 – NO DISCRIMINATION

3.01 The Employer and Local 122-2 jointly affirm that every employee is entitled to a respectful workplace.

In accordance with the Ontario Human Rights Code and the Occupational Health and Safety Act, the Employer and Local 122-2 agree that there shall be no discrimination,

interference, restriction, coercion or intimidation exercised or practiced with respect to any employee.

- 3.02** The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behavior. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behavior on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

ARTICLE #4 – NO COERCION

- 4.01** The Union agrees that there will be no intimidation, interference, restriction or coercion practiced or exercised for any reason on employees by any of its members or representatives, and that there will be no arguments, solicitation for membership or collection of dues on Board time, and no meeting on Board premises except with the permission of the Employer or its designated representatives.

ARTICLE #5 – MANAGEMENT RIGHTS

- 5.01** The Employer has and retains the exclusive right to manage its business and direct its employees, including the right to hire, promote, transfer and lay-off employees subject to the provisions of this Agreement and to discipline, suspend, demote, and/or discharge any employee for just cause.
- 5.02** The Employer agrees to exercise these rights in a manner consistent with the provisions of this Agreement and a claim that the Employer has failed to do so may be the subject of a grievance.

ARTICLE #6 – NO STRIKES OR LOCKOUTS

- 6.01** (a) In view of the orderly procedures established for the disposition of complaints and grievances, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement; and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the functioning of the Library for the duration of the Agreement.

(b) **Crossing of Picket Lines**

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal strike. Failure to cross such picket line shall not be a violation of this Agreement or grounds for disciplinary action. Employees not crossing picket lines will not be entitled to compensation.

- 6.02** Any employee who is responsible for or participates in a breach of the provisions of Article 6 shall be subject to disciplinary action.

ARTICLE #7 – UNION SECURITY

- 7.01** The Employer agrees to deduct Union dues from the gross pensionable contributory earnings of each employee within the bargaining unit in the amount certified by the Union to be currently in effect according to its constitution and by-laws of the Union.
- 7.02** The Employer agrees to deduct the Union dues each month and remit the amount of dues so deducted to CUPE National no later than the fifteenth day of the following month, for all employees from date of hire. In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.
- 7.03** The Treasurer of the Board when remitting the dues deducted to CUPE National shall include a statement clearly setting forth any additions or deletions in the deductions list. The Board agrees to provide the Secretary-Treasurer of the Union with a report of the earnings paid to the employees of the bargaining unit when remitting the Union dues so deducted.
- 7.04** At the time the Income Tax (T-4) information slips are prepared; the Employer shall ensure that the amount of Union dues paid by each employee in the previous year is included.

ARTICLE #8 – LABOUR MANAGEMENT RELATIONS

- 8.01** A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union, as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.
- 8.02** The Employer acknowledges the right of the Union to appoint or otherwise select two (2) Stewards, and the Vice-President-2/Chief Steward.
- 8.03** The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee which shall consist of three (3) members of whom one (1) shall be the President of the Local or their representative and will recognize and deal with the said committee with respect to any grievance which may arise during the term of this Agreement. The Union agrees to notify the Employer in writing of the names of the Stewards and Grievance Committee members and any changes therein as they occur, and only Stewards and Grievance Committee members thus named shall be recognized by the Employer
- 8.04** The Union shall have the right to have the assistance of the representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Subject to the approval of the CEO or their delegate the representative shall have access to the Employer premises in order to investigate or assist in the settlement of grievances. In this case “premises” shall mean those areas where the employees, represented by the Union, usually work.

- 8.05** The Employer shall also have the right to have the assistance of any person or persons when dealing with or negotiating with the Union.
- 8.06** (a) All correspondence between the parties arising out of the Agreement or incidental thereto shall pass to and from the CEO and the Vice-President-2/Chief Steward of Local 122-2 and Recording Secretary Local 122.
- (b) The Vice-President-2/Chief Steward of Local 122-2 and Recording Secretary of Local 122 shall be notified in writing of all postings, appointments, hirings, lay-offs, recalls, terminations and permanent shift changes of employment involving employees in the bargaining unit.
- (c) Where possible and practicable, the Employer shall fulfill requests for information pertaining to bargaining unit employees within thirty (30) calendar days of a written request from the Local 122 President or Vice-President-2/Chief Steward, provided that such information is relevant to the administration of the collective agreement, does not violate confidentiality or privacy, and is not obtainable by Local 122-2 through its own resources. Denials of such requests shall not be subject to the grievance process.
- 8.07** Representatives of the Union shall not suffer any loss of pay or benefits for time involved in meetings with the Employer during the employee's regular working hours.
- 8.08** A Labour Management Committee shall be established which is composed of a minimum of two (2) representatives appointed by the Union and a minimum of two (2) representatives of the Employer. Labour Management meetings shall take place when requested, in writing, by either party.

Such meetings shall take place within thirty (30) calendar days of the request being received. The function of such meetings shall be to discuss matters of mutual concern, but it is understood and agreed that grievances shall not be discussed.

Minutes shall be taken at each meeting and copies posted on the bulletin board within thirty (30) calendar days of the meeting

Cancellation of meetings: It is understood that for urgent matters, meetings may have to be postponed to a later date to accommodate the Labour Management Committee. The parties agree to reschedule such meeting, to be held within two (2) weeks of the meeting that was cancelled.

ARTICLE #9 – SENIORITY

- 9.01** As used in the Agreement, seniority shall mean the length of continuous service with the Employer calculated from the date upon which the employee last commenced employment with the Employer.
- 9.02** In all cases of promotions and transfers, seniority shall be the governing factor provided that the senior employee has the qualifications, skill and ability to perform the job.

9.03 A seniority list of all employees covered by this Agreement who have completed the probationary period shall be posted in January of each year; or when changes occur, within fourteen (14) calendar days when practicable. Such list shall include, the name, seniority determined by the first shift worked, and position of each employee. A copy of the seniority list shall be posted on all bulletin boards, and one copy will be supplied to the Vice-President-2/Chief Steward of Local 122-2 and Recording Secretary of the Union.

9.04 Protests in regard to seniority standing must be submitted in writing to the CEO or delegate and the Union within thirty (30) calendar days from the date the seniority list was posted. The Union and the Employer will review the protest, and when proof of error is established by the employee or their representative such error will be corrected and when so corrected the agreed upon seniority date shall be final.

When an employee is absent from work for the entire thirty (30) calendar day period mentioned above, they may protest their seniority standing within the first thirty (30) calendar days following their return to work.

9.05 Subject to the provisions of clause 10.01 of this Agreement, an employee shall continue to accumulate seniority while absent from work due to sickness, compensable or non-compensable injury, lay-off or approved leave of absence.

9.06 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit and continue to accumulate seniority for a period of one year. The employee shall continue to pay Union dues during the period of the transfer. If such an employee later returns to the bargaining unit, they shall revert to their former department, classification, and rate. Any other employee who was promoted or transferred by reason of such placement shall also have the right to revert to their former department, classification, and rate. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

9.07 When addressing seniority issues, all ties shall be broken in the presence of the Vice-President-2/Chief Steward of the bargaining unit and, if so desired, the affected employees. Tie-breaking meetings will be held at a time and place mutually agreed to by all parties. The names of the affected employees will be placed in a container, and the CEO or designate will draw the names. The first name drawn is to be the most senior, and so on, until the names of all affected employees have been drawn.

ARTICLE #10 – LOSS OF SENIORITY

10.01 An employee absent from work because of illness, accident, lay-off or leave of absence approved by the Employer shall not lose seniority rights. They shall only lose seniority in the event.

(1) They voluntarily resign;

(2) They are discharged for just cause and are not reinstated;

- (3) They are absent from work more than three (3) consecutive work days without notifying their Manager, or fail to provide a valid reason for their failure to do so;
- (4) They are on lay-off and fail to return to work from a lay-off within sixteen (16) calendar days after notification by registered mail at their last known address on the Employer's records or fail to provide a reason satisfactory to the Employer for their failure to do so. It shall be the employee's responsibility to keep the Employer informed of their current address;
- (5) A lay-off extending for a period of more than twenty-four (24) months;
- (6) They are absent because of legitimate illness, compensable or non-compensable injury for more than twenty-eight (28) months.

Where an employee provides the Employer with a reason as to why they failed to report to work as specified in items 3 or 4 above, and the reason provided is not satisfactory to the Employer, the employee may grieve the matter and if the grievance is not upheld it may be submitted to mediation and/or arbitration and the Arbitrator shall have the right to determine whether or not the reason provided by the employee was satisfactory.

ARTICLE #11 – JOB POSTING

- 11.01** (a) New positions and vacancies, which the Employer intends to fill, shall be posted on the bulletin board for fourteen (14) calendar days. Vacancies shall be posted within twenty-one (21) calendar days unless the Employer intends to postpone the filling of the vacancy. Should the Employer decide to postpone the filling of the vacancy the CEO or designate shall schedule a meeting with the Vice-President-2/Chief Steward or designate to inform them regarding the timeline of the posting and the reasons for the delay. Postings shall also be sent by internal e-mail or personal e-mail when one has been provided by the employee to the Employer and when the employee has agreed for their personal e-mail to be used for this purpose, to all bargaining unit members. It is the employee's sole responsibility to ensure the Employer has the most recent e-mail address on record.

The new position or vacancy may also be advertised externally during the period of the internal bulletin. The Employer agrees that no external applicant will be considered for the positions until all internal applicants are first considered as outlined in 9.02.

The most senior qualified applicant, if any, will then be first chosen from the bargaining unit and their name posted within the next fourteen (14) calendar days.

A copy of all job postings, the name of the successful applicant, and subsequent appointments shall be forwarded to the Vice-President-2/Chief Steward of Local 122-2 and to the Recording Secretary of the Union. Such notice shall contain the following information: nature of the position, qualifications, department(s), wage, scheduled hours of work, salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

- (b) All successful applicants shall be subject to a trial period of up to sixty (60) working days. If their performance is judged unsatisfactory by the Employer during this period, the employee shall be reverted to their former position and salary without loss of seniority as will any other employee promoted or transferred by reason of such placement.

During the trial period, the employee shall be provided with eight (8) hours of job-specific training at the Employer's expense with the previous holder of the position or a designated individual.

The sixty (60) working days trial period may be extended if determined necessary by the Manager. The Union must agree to any trial period extension.

- (c) An employee reserves the right to revert to their previous position and rate within the trial period specified in 11.01(b).
- (d) If, in the opinion of the Employer, there are no employees available within the organization with the necessary qualifications to properly fill a vacancy, then the Employer reserves the right to hire any qualified person for the job.
- (e) The Employer shall not be prevented from temporarily filling any position during the initial and subsequent posting periods.
- (f) As of January 1, 2012, when a position of eighteen (18) hours per week or less becomes vacant, the Employer will endeavor to post internally so that part-time positions can be amalgamated. The applicant must however be mindful that they will not be the successful applicant if the hours as posted are in conflict with the regular hours of their current position and/or if the regular hours exceed thirty-five (35) hours per week.

11.02 Temporary vacancies, which are anticipated not to extend beyond thirty (30) calendar days, are exempt from the provisions of 11.01.

11.03 An employee who applies for a temporary position and is accepted shall, upon completion of the temporary work, revert to their former classification and rate, as shall any other employee who was promoted or transferred by reason of such placement.

In the event where an employee has no permanent position to revert to, they will retain seniority and be considered a casual employee as per article 14.01(c).

11.04 Job Classification

When a new position is created or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it shall become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach agreement, the matter shall be submitted to Arbitration. The new rate shall apply retroactively to the time the new position was first filled by the employee or the date that the existing position was reclassified. For new positions, only as approved by the C.E.O., the parties also agree that the position will be evaluated by the Job Evaluation

Committee once the new incumbent has been in the position for six (6) months. By mutual consent, the parties may agree to extend the six (6) month period.

- 11.05** The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. Furthermore, the Employer will provide the Union with a highlighted copy of all the changes that have occurred since the last description was sent.
- 11.06** For Pay Equity purposes, the parties will meet during the month of October of each year, unless otherwise agreed for the purposes of reviewing and evaluating positions.
- 11.07** When a position includes regularly scheduled hours in more than one department and with different rates of compensation, the employee holding the position shall be paid at the appropriate position rate in accordance with Schedule A for each hour worked.

ARTICLE #12 – LAY-OFF AND RECALL

- 12.01** A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 12.02** There will be no lay-off of any permanent full-time or part-time employee on the Employer's payroll who has attained five (5) years of employment with the Library except in the case of a Force Majeure.
- 12.03** Both parties recognize that job security for employees should increase in proportion to length of service. Therefore, in the event of a lay-off, employees in the affected classification shall be laid off in the reverse order of their seniority.

In order that the operations of Local 122-2 will not become disorganized when lay-offs occur, the President, Recording Secretary, Secretary Treasurer, Executive Health & Safety/WSIB Representative and the Vice-President-2/Chief Steward shall be the last persons laid off in their respective classifications during their term of office.

- 12.04** Unless legislation is more favourable to an employee, the Employer will provide the employee designated for lay-off at least thirty (30) days' notice prior to the effective date of the lay-off. If the employee has not had the opportunity to work the period of notice of lay-off, they shall be paid for that part of the notice for which work was not made available. A copy of the notice of lay-off shall also be provided to the Union.
- 12.05** The provisions of this article shall not apply to an employee who has not completed the probationary period. A probationary employee will not be entitled to notice of lay-off under the terms of this Agreement.
- 12.06** An employee who is laid off shall be eligible for recall for a period of up to twenty-four (24) months from the date of lay-off. Recall shall be in order of seniority, provided the employee eligible for recall is qualified and able to perform the work. The posting procedures of this Agreement shall not apply until the recall process has been completed.

The Employer shall notify the employee of a recall opportunity by registered mail addressed to the last address on record with the Employer (which notification shall be

deemed to be received on the tenth (10th) day following the date of mailing). The employee is solely responsible for their proper address being on record with the Employer.

- 12.07** The notice provisions of clause 12.04 shall not apply in instances where an employee is recalled to work and is laid off again within 30 days of the recall. However, any time worked by an employee during such thirty (30) day period(s) shall extend the employee's twenty-four (24) month recall period in a like amount.

No new employee will be hired until those laid off have been given an opportunity of recall, subject to the provisions set out in clause 12.06.

- 12.08** The Employer will continue the employee's participation in the benefits described in *Article 22* up to the end of the month during which the lay-off becomes effective. Thereafter, an employee on lay-off and unemployed may continue coverage by depositing 100% of the premium costs associated with such benefits with the CEO by the 15th of each month. Such extended coverage shall be available to a maximum period of 24 months.

- 12.09** An employee who is given notice of layoff may bump an employee with less seniority provided the senior employee is qualified and able to perform the work. The employee shall be subject to a trial period of sixty (60) working days. If their performance is judged unsatisfactory by the Employer during this period, the employee shall be reverted to lay-off.

Bumping Procedure

- 12.09** An employee who is given notice of lay-off may bump an employee with less seniority provided the senior employee is qualified and able to perform the work.

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

- 12.11** For purposes of clause 12.09 where more than one employee in a classification is junior in seniority to the employee exercising their bumping privileges, the least senior employee in the classification shall be the employee being bumped. Notwithstanding the foregoing, and subject to the provisions of 12.09, it is understood and agreed that in instances where a permanent employee is in receipt of a notice of lay-off, such employee shall be permitted to bump the junior employee in the classification with equivalent or the greater number of hours.

- 12.12** An employee recalled to work in a different classification from which they were laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position held prior to the lay-off should it become vacant within twenty-four (24) months of the lay-off, provided the employee remains qualified and able to perform the duties of their former position.

- 12.13** Grievances concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE #13 – PROBATIONARY EMPLOYEES

- 13.01** (a) Newly hired employees shall be considered to be on probation for a period of sixty (60) working days from the date of the first shift worked. The probationary period may be extended for a period not to exceed sixty (60) calendar days.

A probationary employee's employment may be terminated by the Employer without recourse to the grievance procedure.

Upon completion of the probationary period, the employee's seniority will be computed from the date of the first shift worked.

- (b) Periods of absence in excess of ten (10) working days shall not be included in calculating the sixty (60) day probationary period, and the probationary period shall be extended in consideration of such lost time.

- 13.02** The Employer agrees to advise new employees that a Union Agreement is in effect and will provide them with a copy of the Collective Agreement as soon as practicable upon commencement of employment.

The Employer shall introduce the new employee to their Union representative. The Union representative will meet with the employee briefly during regular working hours without loss of pay, for the purpose of acquainting the new employee with the benefits and duties of the Union membership and their responsibilities and obligations with respect to the collective agreement.

ARTICLE #14 – DEFINITIONS

- 14.01** (a) Part-time employees are persons hired on a regular basis for less than twenty-four (24) hours per week.

- (b) Temporary employees are persons hired on an as-needed basis. A temporary employee has a set schedule with a start date, regular shifts, and an end date. The seniority of a temporary employee shall be established as the date of the first shift worked.

In addition to the provisions of clause 10.01 of this Agreement, a temporary employee shall lose all seniority rights in the event that they are not called to work by the Employer for a period of twenty-four (24) months from the last day at work.

- (c) Casual employees are persons hired on an on-call basis. The seniority of a casual employee shall be established as the date of the first shift worked. Former employees may apply for a position on the casual list and are considered a new hire for seniority and other purposes.

A casual employee shall be eligible for overtime but shall not be eligible to receive any benefits outlined in *Article 22* of this collective agreement.

In addition to the provisions of clause 10.01 of this Agreement, a casual employee shall lose all seniority rights in the event that they have not worked a shift in twelve (12) months.

*Note: The parties agree that when an employee is working as a Casual employee, they shall be paid as a Casual employee and shall pay union dues in accordance with Article 7.01.

(d) "Day Student Employee" shall mean a full-time day student in a recognized school under the Ontario Ministry of Colleges and Universities enrolled in a Library associated program. It is agreed that their employment shall not result in a layoff or a reduction to hours of work of any employee.

It is further agreed that the number of Day Students employed by the Employer shall be limited to one (1) at any time, and that their hours of work shall be flexible to support the post-secondary work terms and be within the library's normal working hours.

A Day Student Employee shall always work with an employee and shall not be used to replace an employee.

ARTICLE #15 – GRIEVANCE PROCEDURE

15.01 Stage 1: The employee concerned, together with their steward shall take up any grievance with their immediate supervisor within fourteen (14) calendar days of the event upon which the grievance is based. The supervisor will give their decision within fourteen (14) calendar days.

Stage 2: If not settled at Stage 1, the grievance may, within seven (7) calendar days be submitted by the Grievance Committee, together with the employee concerned, to the CEO. Failing settlement within twenty-one (21) calendar days from the Stage 2 grievance meeting, the matter may be referred to mediation in accordance with Article 15.02 or arbitration in accordance with Article 17.01.

15.02 Either party may refer a grievance to mediation after completion of Stage 2 of the grievance procedure.

Such mediation and the mediator selected must be mutually agreed upon by the parties. The objective of mediation is to assist the parties in reaching a mutually acceptable settlement as expeditiously as possible.

The affected parties will participate fully in the proceeding with the assistance of representatives of the Employer and the Union. Those employees, who the parties agree are required to attend the proceeding, will suffer no loss of earnings. Individual employees are not required to attend mediation regarding policy grievances. The parties will share the cost of fees and expenses of the mediator.

15.03 In the event of a group of employees having similar alleged grievances, they shall be taken up by the Grievance Committee starting at Stage 2.

- 15.04** Any difference arising directly between the Union and the Employer concerning the interpretation or violation of the terms or provisions of the Agreement may be submitted by either party to the other at Stage 2.
- 15.05** Any and all time limits fixed by this Article may at any time be extended by Agreement in writing between the Employer and the Union.
- 15.06** At any stage of the grievance procedure, including arbitration, conferring parties may have the assistance of the employees concerned and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with the necessary witnesses.
- 15.07** When a grievance which affects an employee's rate of pay is settled in their favour, it shall be made retroactive to the date the incident occurred.
- 15.08** All grievance submissions and replies shall be in writing at all stages. At each stage, a copy of the grievance and grievance response shall be forwarded to the C.E.O. or delegate, the Executive Assistant to the CEO, the Recording Secretary of Local 122-2 and the Vice-President-2/Chief Steward of Local 122-2.
- 15.09** The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE #16 – DISCIPLINE/SUSPENSION/DISCHARGE CASES

- 16.01** No employee shall be discharged, suspended or disciplined without just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such action.
- 16.02** Should it be found upon investigation that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, suspension or discipline, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator if the matter is referred to such arbitration.
- 16.03** In instances where an employee has received a written warning by the Employer and no further disciplinary action is required during the following twelve (12) month period, such written warning will be stricken from the employee's record and shall not be used by the Employer when considering any further disciplinary action.

When an employee is suspended from work for disciplinary reasons such discipline will remain on file for a period of thirty-six (36) months, provided there is no further disciplinary action.

16.04 Access to Personnel File

Upon request and at a time mutually agreeable to the parties, an employee shall have the right to examine their personnel file and to respond in writing to any document contained therein. Such reply shall become part of the permanent record. An employee, upon request in writing shall be provided with copies of any material contained in their personnel file. Upon request of the employee and at a time agreed by the Employer, a union representative shall assist the employee with the review of their personnel file with no loss of pay.

16.05 The Union will, providing it does not contravene the *Privacy Act*, have access to a terminated employee's personnel file and is entitled to obtain copies of any material in the file pertaining to performance assessment and/or disciplinary matters if:

- (i) a grievance challenging their termination has been filed by the terminated employee
- (ii) the Union obtains prior written authorization from the terminated employee.

ARTICLE #17 – ARBITRATION

17.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing within twenty-one (21) calendar days following the CEO's reply at Stage 2 or an agreed upon mediation session. Within twenty-one (21) calendar days thereafter, the parties shall agree upon a single Arbitrator to hear the matter.

17.02 If the parties fail to agree upon an Arbitrator within twenty-one (21) calendar days as outlined in 17.01, the appointment shall be made by the Minister of Labour upon the request of either party.

17.03 The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall an Arbitrator have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a discharge or a discipline grievance by any arrangement that they deem just and equitable.

17.04 Each party shall pay one-half of the fees and expenses of the Arbitrator.

17.05 The time limits fixed in the arbitration procedure may be extended by the consent of the parties.

ARTICLE #18 – HOURS OF WORK

18.01 A normal work week shall consist of thirty-five (35) hours on a five (5) day basis for all full-time employees save and except maintenance employees whose regular work week shall consist of five (5) days, for a total of forty (40) hours per week.

Overtime for all part-time employees will be defined as any hours outside regular hours, in excess of seven (7) hours per day and/or thirty-five (35) hours per week or eight (8) hours per day and/or over forty (40) hours per week for the Maintenance department. For the purpose of this Article, no employee shall be disciplined for refusing extra hours and/or overtime.

- (a) Overtime shall be time worked at the request of the Manager outside the employee's normal work week.
- (b) All overtime worked shall be at the rate of time and one half (1 ½). An employee may select any one of the following methods of payment of overtime:
 - (i) Payment as outlined in clause 18.01(b) of this Agreement;
 - (ii) Time and one half (1 ½) off in lieu of overtime pay;
 - (iii) Any combination of (i) and (ii) which does not exceed the equivalent of time and one-half (1 ½).
- (c) Notwithstanding the provisions of 18.01, an employee shall be paid double time (2X) for all hours worked on Sunday or on a statutory holiday.

An employee whose regular shift includes working on Sundays shall receive an additional one dollar and seventy-five cents (\$1.75) per hour for all hours worked on a Sunday for which the employee is not entitled to overtime.

- (d) A maintenance employee working a shift when the auditorium is booked beyond 9.30 p.m. shall be paid overtime for all hours worked beyond their regular shift or shall receive a minimum of one (1) hour's pay at the applicable overtime rate, whichever is greater.

18.02 If called to work after their regular working hours, an employee shall be required to do only such emergency work as called for, or other emergency work that may develop, and shall receive remuneration for such hours worked either at overtime rate or at a minimum of two (2) hours straight time, whichever is greater.

18.03 A form indicating availability for overtime, desired department(s), and contact information will be provided by the Employer by January 15 each year and will be filled out by each staff member no later than January 31. Any employee not providing a completed form by January 31 shall not be included on the overtime list. Employees hired after the January deadline shall have the opportunity to overtime provided they complete the form within two (2) weeks of their first shift worked. Overtime work will be distributed as equitably as possible amongst the qualified employees normally performing such work.

Overtime postings will be sent by e-mail to all employees who have indicated their willingness to work overtime in that department.

When an occurrence of overtime arises, a Manager will consult the seniority list of all staff members on the overtime list.

A Manager will go down the list in order of seniority until an individual accepts the overtime, checking off each person as contacted. The next time an occasion for

overtime arises, a Manager will start at the next person on the list so that each person will have an opportunity to work overtime.

Full-time and Part-time employees will have the choice of having the overtime paid in money or credited time, except in the case of overtime associated with training or travel time which will automatically be credited time. Casual employees will receive compensation at the Library Assistant I rate. The Manager will fill out an overtime form each time an employee is given a requested shift.

When overtime is required, the Manager shall inform all employees by internal mail or personal e-mail when one has been provided by the employee to the Employer and when the employee has agreed for their personal e-mail to be used for this purpose. The notice shall state the department, the date and time of the shift or shifts required, and the date and time by which an answer is required.

The Union will receive a report on overtime assigned upon request.

In the case of unforeseen operational circumstances an e-mail will be sent to all staff members. The first employee to respond as available will get the overtime hours.

It is the obligation of each staff member to notify a Manager of any change in their status regarding their availability, or any changes to their contact personal e-mail.

Note: The Manager reserves the right to cancel any overtime posting with a minimum of twenty-four (24) hours where possible. If an overtime posting is cancelled, the employee will get the next opportunity to work overtime.

- 18.04** When an employee is absent for a day or more, the Manager will decide whether or not it is necessary to fill the vacancy for the day.
- 18.05** When an employee is detailed to relieve in a position of higher rating for three (3) continuous hours or more, they shall receive their accumulated experience rating in the classification in which they were relieving for the full period of the relief.
- 18.06** When an employee is detailed to relieve a non-bargaining unit supervisory position, they shall be paid a minimum of 110% of their regular rate of pay for the full period of relief.
- 18.07** When an employee is detailed to relieve in a position of lower rating for any period, they shall be paid their regular rate.
- 18.08** Subject to the provisions of 18.03, overtime work will be distributed as equitably as feasible among those qualified employees normally performing such work.
- 18.09** Whenever practicable, an employee will be provided with forty-eight (48) hours' notice when circumstances require a change to the employee's regular scheduled shift. When a shift is to be changed on a permanent or long-term basis (more than one month) the Employer will provide the employee with thirty (30) calendar days' written notice.
- 18.10** Employees working scheduled seven (7) hour shifts or longer will have two (2) fifteen (15) minute paid rest periods daily. One break period will be arranged near the mid-point

of the first half of the shift and the second break period will be arranged near the mid-point of the second half of the shift. Employees scheduled to work less than seven (7) hour shifts will have one (1) fifteen-minute paid rest period arranged near the mid-point of the scheduled shift.

ARTICLE #19 – PAID HOLIDAYS

19.01 The following holidays are recognized as time off with pay for all employees: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, and by selection, the day preceding Christmas Day or the day preceding New Year's Day. Paid holidays shall also include any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday.

19.02 An employee must work their regularly scheduled day of work preceding and their regularly scheduled day of work following the above noted holidays to be eligible for pay unless:

- (i) Pre-arranged with the Manager.
- (ii) Absent due to illness, which may be certified by a doctor if requested by the Employer.
- (iii) If the holiday falls within a period taken as annual vacation.
- (iv) If there is a death in the immediate family.

19.03 (a) When any of the above holidays, except Remembrance Day fall on a Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

(b) In instances where Remembrance Day falls on a Sunday, eligible employees shall be credited with one (1) day in lieu of the holiday.

19.04 When any of the above noted paid holidays fall on an employee's scheduled day off, the employee, at the Employer's discretion shall receive the equivalent of a regular day's pay or another day off with pay at a time mutually agreed upon by the employee and the Manager.

Employees absent from work due to lay-off or leave shall be paid statutory holidays in accordance with the *Employment Standards Act*.

19.05 The amount of payment of holiday pay or time off in-lieu of payment for a part-time employee shall be in accordance with the Employment Standards Act. Any unused lieu time accrued as a result of a statutory holiday, shall be paid out no later than the calendar year following the year in which it is earned.

ARTICLE #20 – ANNUAL VACATIONS

20.01 On their anniversary date, all permanent full-time employees shall be entitled to the following vacations with pay:

After one (1) year of continuous service - Ten (10) working days' vacation at regular rate of pay.

After two (2) years of continuous service - Fifteen (15) working days' vacation at regular rate of pay.

After ten (10) years of continuous service - Twenty (20) working days' vacation at regular rate of pay.

After fifteen (15) years of continuous service - Twenty-five (25) working days' vacation at regular rate of pay.

After twenty (20) years of continuous service - Thirty (30) working days' vacation at regular rate of pay.

Effective January 1, 2002, employees will be eligible to receive one (1) additional day of vacation for each year following 25 years of service to a maximum of one (1) additional week of vacation.

20.02 On their anniversary date, permanent part-time employees shall receive vacations with pay or pay-in-lieu thereof according to the following schedule.

After one (1) year of continuous service - Average regular hours/bi-weekly X 2;

After two (2) years of continuous service - Average regular hours/bi-weekly X 3;

After ten (10) years of continuous service - Average regular hours/bi-weekly X 4;

After fifteen (15) years of continuous service - Average regular hours/bi-weekly X 5;

After twenty (20) years of continuous service - Average regular hours/bi-weekly X 6;

Employees will be eligible to receive one (1) additional day of vacation for each year following 25 years of service to a maximum of one (1) additional week of vacation. After 25 years of service, this increment will be calculated as per the provisions of *Article 19.05*.

20.03 Temporary and casual employees shall receive 5% of their total earnings in lieu of vacation, to be paid bi-weekly. Should the Employment Standards Act provide for vacation pay in excess of the 5% provided for herein, the employee shall be paid vacation pay in accordance with the Employment Standards Act.

20.04 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 paid holiday in addition to their regular vacation time.

20.05 (a) A vacation schedule for the period June 1 to August 31 shall be posted during the period February 15 to April 30 in each year. Vacation days will be granted first on the basis of seniority and if two or more employees are desirous of having the same vacation period, then the seniority ranking of the employees shall govern.

(b) A vacation schedule for the period December 15 to January 7 shall be posted during the period September 15 to October 31 in each year.

By September 15th of each year, the Manager will post a list indicating the order in which employees will be considered for holidays on a day by day basis. The Manager will change the list when employees change departments.

When two or more employees are requesting to have the same vacation period, the Manager shall award the vacation days on a rotating basis in order of seniority, based on which individual(s) were awarded vacation time in the previous year.

In the following year the employee or employees previously awarded vacation time shall be placed at the bottom of the list of those eligible to take vacation for that particular day. When no one has taken vacation on a particular day, the list shall carry over from the previous year or years.

Time off granted after the posting period has expired will not be taken into account for purposes of determining who is next eligible according to the provisions above.

(c) Employees applying during the posting periods shall be informed of the outcomes of their vacation requests within ten (10) calendar days after the deadline.

(d) All other vacation requests shall be granted on a first-come, first-serve basis and shall be responded to within ten (10) calendar days of submission.

(e) At least one employee per shift shall be granted time off.

(f) Employees may use any kind of time that they have accrued, i.e., vacation, overtime, lieu or accumulated time. The parties agree that it may be necessary for employees to switch hours with other employees or to request leave of absence when attempting to book off stretches of days. The Employer agrees to facilitate this process whenever possible.

20.06 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. When an employee dies, their estate shall be credited with the value of vacation credits owed to them.

20.07 An employee shall have the privilege of carrying over unused vacation credits from one calendar year to the next provided that such vacation credits standing to their account at no time exceed one hundred and fifty per cent (150%) of the employee's normal annual vacation entitlement. At the discretion of the C.E.O., an employee may borrow up to 50% of their vacation credits for the following year.

- 20.08** An employee who agrees to work when requested during their vacation period shall be paid at time and one-half their regular rate Monday to Saturday and double time Sunday for all hours worked resulting from this request and, in addition, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the Employer's option.
- 20.09** Where an employee qualifies for sick leave or bereavement leave during their period of vacation, there shall upon submission of evidence acceptable to the Employer, be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the Employer's option.
- 20.10** In the event of a birth, adoption, or marriage in the immediate family, as defined in Article 24.06 (a), an employee, at the discretion of the C.E.O. may be granted up to three days' vacation even when other employees have already been approved for time off on the same shifts. This shall not affect the status of previously granted time off requests.

ARTICLE #21 – SICK LEAVE

- 21.01 (a)** Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

All regular, temporary full-time and probationary full-time employees shall accumulate sick leave on the basis of 10.5 hours for each month of service. Part-time employees shall accumulate sick leave on the basis of 5.25 hours for each month of service. Custodians shall accumulate sick leave on the basis of twelve (12) hours for each month of service. Part-time custodians shall accumulate sick leave on the basis of six (6) hours for each month of service.

- (b) Sick leave credits entitlement shall cease when the employee's sick leave credits banked has reached a balance of zero (0). No further credits will be provided until such time as the employee returns to work.

- 21.02** Sick leave shall commence on the first day the employee is away from work, provided, however, that if such employee is off more than two (2) consecutive working days or four (4) occasions during a calendar year, the Employer may request a doctor's certificate verifying the employee's illness.

In the event the Employer requests the employee to provide a medical certificate, the Employer will reimburse the employee for the cost of the requested certificate.

- 21.03** Subject to the provisions of clause 21.02, an employee shall be allowed to use sick leave credits to attend medical or dental appointments. It is understood that the time off may be deducted from an employee's sick leave credit when arrangements have been made in advance with the appropriate Manager for the time off work for this purpose.

- 21.04** A statement of accumulated sick leave shall be issued to each employee monthly.

- 21.05** An employee whose sick leave bank has reached a balance of zero (0) shall be entitled to use vacation and other time credits as per their entitlement during periods of illness.
- 21.06** An employee who is absent from work and in receipt of loss of earnings benefits through the Workplace Safety & Insurance Board (WSIB) due to a compensable accident or a compensable industrial disease suffered or contracted in the course of their employment with the Employer shall receive from the Employer the difference between the amount payable from the WSIB and their regular salary or wages during the period of disability, not exceeding nine (9) cumulative months.
- 21.07** (a) Where an employee is absent from work for more than nine (9) months as aforesaid and is in receipt of loss of earnings benefits through the Workplace Safety & Insurance Board (WSIB), such employee shall be entitled to have their sick leave credits applied for the purpose of making up the difference between the amount of WSIB benefits being paid and their regular salary or wages.
- (b) An employee who is receiving benefits from the Workplace Safety and Insurance Board for a claim resulting from an injury/illness incurred during service with another employer shall not be eligible to receive sick leave pay nor top-up in accordance with Article 21. All entitlements to any other rights or privileges contained in this Agreement continue. An Employee is obligated to notify both the Workplace Safety and Insurance Board and the Employer when such circumstances occur.
- 21.08** Where an employee has used up all their sick pay credits and, through illness, is unable to carry out their ordinary duties and has not been retired on pension, they will be placed on a leave of absence, during which period they will not receive pay, vacation pay, statutory holiday pay or sick pay credits but such employee shall continue to accumulate seniority.
- 21.09** The parties agree that, in matters related to workplace accommodation, the Employer, Union and employee have a shared responsibility to ensure an employee is returned to work as early as possible in a safe manner.

ARTICLE #22 – EMPLOYEE BENEFITS

- 22.01** (a) The Employer agrees to provide upon request, the following benefits to all employees, including probationary employees, temporary employees, and employees over the age of sixty-five (65):
- (i) A group life insurance plan under which the life of each employee will be insured to the extent of two times (2X) the employee's basic annual earnings. Part-time employees working less than thirty-six (36) hours per two-week rotation are not eligible for coverage under this benefit plan.
- (ii) An accidental death and dismemberment plan under which an employee will be insured for a principal sum of two times (2X) the employee's basic annual earnings.

- (iii) A long-term disability plan as described in the Plan Summary dated May 1, 2011. Part-time employees working less than thirty-six (36) hours per two-week rotation and employees over the age of sixty-five (65) are not eligible for coverage under this benefit plan.
- (b) The Employer agrees to provide upon request the following benefits to all employees, including probationary employees and employees over the age of sixty-five (65) and their dependents as defined under the plan to a maximum age of twenty-five (25) if such dependents are in full-time attendance as a student at an accredited college or university. The Employer shall pay 100% of premiums for participating full-time employees and 60% of premiums for participating part-time employees. It is further understood that premiums will be prorated for all employees working 24 hours or more per week and not considered full-time.
 - (i) An extended health care plan equivalent to the plan in existence at the time of this Agreement.
 - (ii) A dental plan that includes:
 - Basic Services Level 1 – 100% unlimited
 - Supplemental Basic Services Level 2 – 100% unlimited
 - Major Restorative Services – 75% to a maximum of \$2500 per calendar year
 - Orthodontics – 50% to a maximum of \$2500 lifetime

The plan shall provide benefits based on the Ontario Dental Association Fee Schedule in effect two (2) years prior to the current schedule. The Employer will assume responsibility for one hundred percent (100%) of the monthly premiums for participating full-time employees and sixty percent (60%) of the monthly premiums for participating part-time employees. The existing dental plan coverage is amended to provide for regular dental recall examinations on the following schedule:

- Children (18 years of age and younger) – once every six (6) months
- Adults – once every six (6) months
- (iii) A vision care plan inclusive of eye examinations. The Employer shall be responsible for one hundred (100%) of the premium cost of full-time employees and sixty percent (60%) for part-time employees. The plan shall include the following coverage:
 - Adults and dependents: four hundred dollars (\$400) every twenty-four (24) months, such coverage to include contact lenses, plus 100% coverage to a maximum of eighty-five dollars (\$85) every twenty-four (24) months for eye examinations.
- (iv) The Employer agrees to continue O.H.I.P. or the equivalent provincial health care plan and Extended Health Care coverage for retired employees to age 65, when the employee is not otherwise covered. This undertaking will be subject to the Employer's authority under the laws of the Province of Ontario to make such an agreement.

(v) The Employer agrees to provide, as part of the extended health care plan, coverage for Professional Services as follows:

- Chiropractor - \$350 per calendar year
- Massage - \$300 per calendar year
- Osteopath - \$350 per calendar year
- Podiatrist/Chiropodist - \$350 per calendar year
- Naturopath - \$350 per calendar year
- Speech Therapist - \$200 per calendar year
- Physiotherapist – 80% per visit to a maximum of \$500 per calendar year (no caps per visit)
- Mental Health Practitioner (Psychologist, Psychotherapist, Family and Marriage Therapists, Clinical Counsellors) - \$200 per calendar year

22.02 Each employee shall be responsible for notifying the Employer in writing, of any changes in marital status, dependents, or any other changes affecting the employee's participation in the above plans.

22.03 The Employer shall have the right to determine the carrier of the benefits specified in this article. All refunds, reductions of premiums, or dividends, etc. relating to contributions made by the Employer shall become and remain the sole property of the Employer. Benefits under any such plan or plans shall not be reduced by the Employer without consent of the Union.

22.04 (a) Long-Term Disability Insurance is part of the Employer's group benefit plan for employees who work a minimum of thirty-six (36) hours in a two-week rotation. Part-time employees working less than thirty-six (36) hours in a two-week rotation and employees over the age of sixty-five (65) are not eligible for coverage under this plan.

An eligible employee, as defined above, absent from work due to illness or injury and not in receipt of Workplace Safety Insurance Board benefits shall have their coverage for the benefits outlined in Article 22.01 continued for a period of one hundred and twenty (120) calendar days from the onset of the disability

(b) If upon expiration of the one hundred and twenty (120) calendar days period the employee files a claim for Long-Term Disability benefits and such claim is accepted by the insurance underwriter, their participation in the benefits plans will be continued for a further period of twenty-four (24) months

(c) If an employee continues to qualify for Long-Term Disability benefits beyond the twenty-four (24) month period described in 22.04(b), they may continue their participation in the benefits plans for so long as they qualify for Long Term Disability benefits by assuming responsibility for 100% of the premium costs.

Employees who are in the appeal process for Long-Term Disability benefits may continue to participate in the extended health and dental plan by assuming responsibility for one hundred percent (100%) of the premium costs provided such practice does not violate terms of the agreement with the carrier as per current agreement.

- (d) If after having been off work for a continuous period of one hundred twenty (120) calendar days due to illness or injury an employee elects to utilize their sick leave credits rather than apply for Long Term Disability benefits, the employee's participation in the benefit plans outlined in this Article shall continue so long as the employee is in receipt of sick leave benefits, and for a further period of up to twenty-four (24) months if the employee then files a claim for Long Term Disability benefits and such claim is accepted by the insurer.
- (e) An employee in receipt of Long-Term Disability or WSIB benefits shall be considered on leave-of-absence, without pay. During such period, an employee will receive vacation credits and sick leave credits. When an employee's sick bank credits have been exhausted the employee will no longer receive vacation credits or sick leave credits.
- (f) An employee receiving Long Term Disability benefits shall have the right to reclaim the job being performed at the onset of disability or, if this job is no longer available, a comparable job at a comparable rate of pay, during the twenty-eight (28) month period commencing with the onset of disability. If the employee is still not able to return to work on expiration of the twenty-eight (28) month period, their employment shall be terminated.

Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a disability, as defined in the *Ontario Human Rights Code*.

- (g) Employees who choose to continue working past the age of 65 will be able to continue to participate in all benefits under *Article 22.01* on the same basis as current employees, with the exception of Long Term Disability. The Employer agrees to pay the premiums as specified in *Article 22.01*.

22.05 The Employer agrees to continue Extended Health Care Plan coverage (excluding Dental Plan coverage) to age 65 for retiring employees who qualify for an OMERS pension provided such employee is not otherwise covered and has a minimum of twenty (20) consecutive years of service with the North Bay Public Library.

The continuation of Extended Health Care Plan coverage for a retiring part-time employee who qualifies for a retirement pension from OMERS is conditional upon the employee's continued contribution of 40 percent (40%) of the Extended Health Care premium.

22.06 Upon retirement from the Library with an OMERS Pension, the Employer agrees to pay fifty-five (55%) of the Municipal Retirees Organization of Ontario (MROO) lifetime membership fee, up to a maximum of \$25.

22.07 The parties agree to maintain the services of an Employee & Family Assistance Program and to share the costs in the following manner:

75% North Bay Public Library
25% CUPE Local 122-2

The EFAP provider will be the same as that used by the City of North Bay.

ARTICLE #23 – PENSION

- 23.01** All full-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS). All other eligible employees will have the option of participating in the pension plan. The Employees and the Employer shall make contributions as required by OMERS.
- 23.02** Active membership in OMERS may continue until the member retires or, if the member continues to work past their normal retirement date, no later than November 30 of the year in which the member turns age 71. At age 71, all contributions cease, and a normal retirement pension is paid to the member even if the member is still working.

ARTICLE #24 – LEAVE OF ABSENCE

- 24.01** Employees elected or appointed as salaried representatives of the Union may be granted leave of absence for a period not exceeding twelve (12) months without pay while so engaged provided written request is made by the Union.
- 24.02** Subject to approval of the Employer, representatives of the employees may be granted leave of absence with pay during working hours for the purpose of meeting with Management, for the purpose of investigation, consideration and adjustment of grievances or business relative to the interpretation and administration of this Agreement.
- 24.03** Employees elected or appointed to represent the Union at a conference, convention, or on other Union business shall be granted leave of absence, without loss of seniority and without pay, sufficient to attend to the business for which leave is required, provided:
- (i) Such leave is requested, in writing, by the Union not later than seven (7) calendar days before such leave is required; and
 - (ii) Such leave does not seriously reduce the efficiency of the department.
- 24.04** An employee may be granted leave of absence without pay for any reason other than those noted in *Article 24* and each case will be dealt with on its own merits. Such employee shall not be permitted to accept any other employment during said leave of absence.
- 24.05** Where an employee has received approval of the Employer for an unpaid leave of absence exceeding forty-five (45) consecutive calendar days, the following conditions shall apply:
- (1) An employee shall not accumulate sick leave or vacation credits during the period of leave;

- (2) The Employer shall not be responsible for continuing an employee's participation in the benefit plans described in *Article 22* during a period of unpaid leave of absence. Coverage shall be suspended until such time as the employee returns to work; or
- (3) The employee may elect to maintain coverage by prepaying 100% of the premiums required to continue coverage as defined by the plan during the period of leave.

24.06 (a) In the event of a death in the immediate family (spouse, partner, child, stepchild, parents, grandchild, sister or brother), an employee shall be granted upon request, five (5) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral, celebration of life, or attending to the affairs of the deceased.

(b) In the event of a death of a member of the family (father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, grandparents, sister-in-law, brother-in-law), an employee shall be granted upon request, three (3) working days without loss of regular pay. Such leave shall be for the purpose of arranging for or attending the funeral, celebration of life, or attending to the affairs of the deceased.

(c) In the event of the death of an aunt, uncle, spouse's aunt, spouse's uncle or spouse's grandparent, an employee shall be granted upon request, one (1) working day without loss of regular pay.

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

24.08 Pregnancy and Parental Leave

Pregnancy and parental leave shall be administered in accordance with the provisions of the Employment Standards Act. During such leave, an Employee shall receive vacation credits and sick leave credits.

(a) An employee must give their Manager at least two (2) weeks' notice of the date of pregnancy leave and/or parental leave is to begin and provide a medical certificate setting out the expected birth date.

(b) It is agreed and understood that an employee returning to work after a pregnancy or parental leave shall provide the Employer, in writing, with a minimum notice of fourteen (14) calendar days. The parties agree that Article 18.09 does not apply to this Article.

(c) Pregnancy and/or parental leaves of absence shall be without pay. However, the employee will continue to accumulate seniority during such periods of absence.

(d) During the period of pregnancy leave or parental leave, the employee shall continue to participate in the following benefits plans unless the employee gives notice in writing that they do not intend to pay their contribution, if applicable.

- i. O.M.E.R.S
- ii. Life Insurance
- iii. A.D. & D.
- iv. Extended Health
- v. Dental
- vi. Long-Term Disability
- vii. Vision Care

(e) Other than the benefits referenced in this article, an employee's participation in all other benefits referred to in this Agreement will be suspended during periods of pregnancy and/or parental leave.

24.09 Subject to the approval of the Employer, an employee with three (3) or more years of service may be granted unpaid leave of absence of up to two (2) years to attend a course of studies at an accredited educational institution.

An employee shall not be eligible to receive any benefits under this Agreement while on education leave. Service and seniority shall be retained as specified in *Article 9.05*. Upon return, the employee shall be placed in a position equivalent to that held prior to the education leave. It is understood by the parties that if the original position is still available, the employee will revert back to their original position.

ARTICLE #25 – BULLETIN BOARDS

25.01 The Employer shall provide space on bulletin boards upon which the Union shall have the right to post any notices of meetings and such other notices as may be of interest to the employee, provided however, that the content of such notices be approved by the CEO before posting.

ARTICLE #26 – TECHNOLOGICAL CHANGE

26.01 (a) Definition

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations or services where such change affects the security of employment of members of the bargaining unit.

(b) The Employer agrees to advise the Union at least one hundred and twenty (120) days prior to the introduction or implementation of technical change and agrees to provide the following information:

(1) The nature of the change.

(2) The date on which the Employer proposes to effect the change.

(3) The approximate number, type and location of employees to be affected by the change.

(4) The effects the change may be expected to have on employees' working conditions and terms of employment.

26.02 The provisions of clause 11.04 of this Agreement shall apply if, as a result of technological change, the core duties and responsibilities of an existing position are significantly changed, or an existing position is reclassified.

26.03 An employee who is displaced from their job as a result of technological change shall have the right to bump a less senior employee, subject to the provisions of 12.09.

ARTICLE #27 – HEALTH & SAFETY

In accordance with the Ontario Occupational Health & Safety Act, Local 122-2 and the Employer are committed to a strong health and safety culture.

27.01 The Joint Health & Safety Committee is composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by Local 122-2. The JHSC shall meet quarterly or more often as stipulated by legislation or, if warranted, by an emergency situation.

27.02 A member of the JHSC shall suffer no loss of wages when authorized by the Employer to attend educational courses and seminars on health and safety matters during working hours.

ARTICLE #28 – WAGE AND CLASSIFICATION

28.01 Rates of pay and job classifications shall be as shown on Schedule "A" attached to and forming part of this Agreement.

28.02 The Employer shall pay salaries and wages on every second Thursday by electronic transfer(s) to the bank or trust company account designated by the employee. An employee may designate distribution of their wages or salary to a maximum of two accounts. In the event that the electronic transfer cannot be made by Thursday due to circumstances beyond the Employer's control, the transfer will be made no later than Friday of the same week. A statement of earnings and adjustments will be distributed to each employee in a sealed envelope. Effective the date of ratification, all new employees shall receive an electronic statement of earnings and adjustments.

ARTICLE #29 – CONTRACTING OUT

29.01 The Employer agrees not to contract out any work now being performed by members of the bargaining unit, if such contracting out will result in a reduction of the number of members in the bargaining unit.

ARTICLE #30

30.01 Educational Workshops

The Employer will endeavor to provide the opportunity for staff members to attend workshops where, in the opinion of the Employer, such workshops are directly related to the employee’s normal regular duties and are deemed by the Employer to be desirable. The Employer shall pay for any authorized expenses incurred.

30.02 The Employer agrees to reimburse employees appointed to the position of Custodian with one (1) winter up to a maximum of \$250. In addition, the Employer will reimburse employees in the position of Custodian the cost of appropriate safety footwear up to a maximum of:

- \$300 effective January 1, 2025

The winter parka and safety footwear will be replaced at the discretion of management. The employee shall be required to provide receipt(s) as proof of purchase.

30.03 Mileage Allowance

Employees authorized to use their personal automobile to perform Library business will be reimbursed at the rate established as the “reasonable allowance rate” by the CRA as updated from time to time.

Parking Costs

Upon receipt, the Employer shall reimburse an employee up to \$60 per calendar month for the parking costs incurred by the employee during the employee’s working hours.

If an employee has worked one day or more of a calendar month and goes off work due to illness or injury, they shall be entitled to be reimbursed for that month’s parking costs up to the negotiated rate. Furthermore, they shall be entitled to be reimbursed for the next month’s parking costs up to the negotiated rate if they remain off work for that entire month. No further payment will be made to that employee for parking costs until they return to work.

It is agreed and understood that such reimbursement shall be limited to parking costs incurred during the City of North Bay’s regular monitored parking hours.

30.04 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. For this reason, the parties agree to share the cost of reproducing this Agreement in booklet form. The parties agree to use an electronic copy of the legal version of the Collective Agreement.

ARTICLE #31 – TERM AGREEMENT

31.01 This Agreement shall remain in effect from January 1, 2025, until December 31, 2028 and from year to year thereafter unless either party gives notice to the other in writing during the ninety (90) calendar days immediately prior to the expiry date set out in the Labour Relations Act.

Signed at North Bay this 3rd day of June 2025.

**ON BEHALF OF THE NORTH BAY
PUBLIC LIBRARY BOARD**

ravil veli
ravil veli (2025-06-04 09:55 EDT)

Judith Bouman
Judith Bouman (2025-06-03 16:17 EDT)

Carrie James
Carrie James (2025-06-04 08:50 EDT)

ON BEHALF OF CUPE LOCAL 122-2

Joe Pagan
Joe Pagan (2025-06-04 11:45 EDT)

Kelli Van Buskirk
Kelli Van Buskirk (2025-06-03 17:21 EDT)

Micheline Laviole
Micheline Laviole (2025-06-03 16:04 EDT)

Brent Lavigne
Brent Lavigne (2025-06-03 15:43 EDT)

Joe M. Zello

SCHEDULE "A"

Band	Position	01-Jan-25 5%	01-Jan-26 4%	01-Jan-27 3.5%	01-Jan-28 3.5%
1					
2					
3	Custodian 1	\$27.6900	\$28.8000	\$29.8100	\$30.8500
4	Library Assistant 1	\$29.0700	\$30.2300	\$31.2900	\$32.3900
5	Library Assistant 2 Library Assistant 3 Publicity and Promotions Assistant	\$29.8900	\$31.0900	\$32.1800	\$33.3100
6	Library Assistant 4 Custodian 2 Social Media Assistant	\$30.7200	\$31.9500	\$33.0700	\$34.2300
7					
8	Library Technician	\$32.3700	\$33.6600	\$34.8400	\$36.0600

Bilingual Allowance: a 10% premium will be provided to the Bilingual Library Technician (French Services)

LETTER OF UNDERSTANDING

**Between
THE NORTH BAY PUBLIC LIBRARY BOARD
and
CUPE LOCAL 122-2**

RE: POLITICAL LEAVE

The parties agree the following Letter of Understanding will be expire December 31, 2028.

When an employee seeks election in the City of North Bay or in a Provincial or Federal election, they must take an unpaid leave of absence. The employee must provide the Employer with written notice of this leave at least two (2) weeks in advance of their intention to take the unpaid leave of absence. The unpaid leave of absence will begin on the day the employee files their nomination papers and ends on voting day.

Should the employee be elected to Council of the City of North Bay, the parties agree the employee will continue to be on an unpaid leave of absence for one term. Should the employee seek a subsequent term, the parties agree the employee will be deemed to have resigned from employment with the North Bay Public Library.

Should the employee be elected to a Provincial or Federal position, the parties agree the employee will be deemed to have resigned from employment with the North Bay Public Library.

During the unpaid leave of absence:

- the employee shall not accumulate sick leave or vacation credits
- the Employer shall not be responsible for continuing an employee's participation in the benefits plans described in Article 22. Coverage shall be suspended until such time as the employee returns to work
- the employee may elect to maintain coverage by prepaying 100% of the premiums required to continue coverage, as defined by the plan, during the period of the leave.

In order to maintain the neutrality of public service and the public's confidence in public service, Library resources are not to be used or perceived to be used when an employee seeks political office. During the period of leave, the employee will not have access to any North Bay Public Library resources or offices.

Signed at North Bay this 3rd day of June 2025.

**ON BEHALF OF THE NORTH BAY
PUBLIC LIBRARY BOARD**

ravil veli
ravil veli (2025-06-04 09:55 EDT)

Judith Bouman
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Brent Lavigne
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Col. M. Zello