



**COLLECTIVE AGREEMENT**

**Between**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1785-02**

**(Hereinafter called the "Union")**

**and**

**SCUGOG MEMORIAL PUBLIC LIBRARY BOARD**

**(Hereinafter called the "Library")**

**EXPIRES: OCTOBER 25, 2023**

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	3
ARTICLE 2 - MANAGEMENT FUNCTIONS.....	3
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - CHECK-OFF OF UNION DUES.....	4
ARTICLE 5 - DISCRIMINATION.....	4
ARTICLE 6 - NO STRIKE OR LOCKOUT.....	4
ARTICLE 7 - REPRESENTATION.....	5
ARTICLE 8 - GRIEVANCE PROCEDURE.....	5
ARTICLE 9 - SENIORITY.....	7
ARTICLE 10 - LAYOFF & RECALL.....	8
ARTICLE 11 - BULLETIN BOARD.....	9
ARTICLE 12 - JOB POSTING & PROCEDURES.....	9
ARTICLE 13 - HOURS OF WORK.....	10
ARTICLE 14 - OVERTIME.....	11
ARTICLE 15 - WORKING CONDITIONS.....	11
ARTICLE 16 - LEAVE OF ABSENCE.....	11
ARTICLE 17 - DESIGNATED HOLIDAYS.....	12
ARTICLE 18 - VACATIONS WITH PAY.....	13
ARTICLE 19 - SICK LEAVE.....	14
ARTICLE 20 - BENEFITS.....	15
ARTICLE 21 - JOB CLASSIFICATION.....	16
ARTICLE 22 - COPIES OF AGREEMENT.....	17
ARTICLE 23 - VEHICLE ALLOWANCE.....	17
ARTICLE 24 - RELIEVING IN OTHER GRADES.....	17
ARTICLE 25 - GENERAL.....	17
ARTICLE 26 - WAGE SCHEDULE AND CLASSIFICATION.....	18
ARTICLE 27 - EMPLOYEE DEFINITIONS.....	18
ARTICLE 28 - DURATION OF AGREEMENT.....	19
ARTICLE 29 - PROPER ACCOMMODATION.....	19
ARTICLE 30 - LIBRARY BOARD MINUTES/RESOLUTIONS.....	19
ARTICLE 31 - SUNDAY WORK.....	19
ARTICLE 32 - MERGER/REGIONALIZATION/AMALGAMATION.....	20
LETTER OF AGREEMENT.....	23
LETTER OF UNDERSTANDING.....	25

## ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to establish and maintain harmonious collective bargaining relations between the Library and its employees in the interest of efficient administration of library affairs and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

## ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01 The Union recognizes that it is the function of the Library to:
- 1) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce, from time to time, regulations and practices to be observed by its employees;
  - 2) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Library by statute and /or by-laws of the Township;
  - 3) Direct the working forces, including the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, classify, layoff, recall and suspend Employees.
  - 4) Plan, direct and control the operations of the library and without restricting the generality of the foregoing, to introduce new methods, facilities and equipment, to determine the number of employees to be employed, the work schedules and the location of all facilities and equipment.
- 2.02 The Library agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and no employee shall be disciplined or discharged without just cause.

## ARTICLE 3 - RECOGNITION

- 3.01 The Library recognizes the Canadian Union of Public Employees and its local 1785-02 as the sole and exclusive bargaining agent for all employees of the Scugog Memorial Public Library Board in the Township of Scugog, save and except the Chief Executive Officer and **Manager of Public Services**, and persons above the rank of Manager of Public Services.

#### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4.01 All employees shall have monthly union dues assessed by the Union on its members according to its constitution. Such dues shall be deducted by the Library on each pay and shall be remitted by the fifteenth day of the following month to the Treasurer of the Union, with a list of the names of employees from whom such deductions have been made. This list will also include the names of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit. The Library shall be notified in writing at least sixty (60) calendar days prior to any required change in the Union dues assessment.
- 4.02 The Union shall be responsible for keeping the Library informed as to the name and address of the Treasurer.
- 4.03 The Union agrees to indemnify the Library, and save it harmless, from any grievance, claim or liability arising from, or related to, the operation of this article.
- 4.04 The amount of the Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.
- 4.05 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and to provide each new employee with a copy of this agreement.

#### **ARTICLE 5 - DISCRIMINATION**

- 5.01 The Library and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by the parties or by any of their representatives with respect to any employee by reason of race, colour, age, sex, marital status, national origin, political or religious affiliation, sexual orientation or gender nor by reason of membership or non-membership in a Trade Union.

#### **ARTICLE 6 - NO STRIKE OR LOCKOUT**

- 6.01 In view of the procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there shall be no strike, picketing, slowdown or stoppage of work either complete or partial, or any interference with the operation of the library, and the Library agrees that there shall be no lockout.



## **ARTICLE 7 - REPRESENTATION**

- 7.01 The Library agrees to recognize the following Union representation:
- a) A grievance committee of one employee. The committee may be augmented by the Union Chairperson.
  - b) No individual employee or group of employees shall undertake to represent the Union at meetings with the Library without proper authorization of the Union. In order that this may be carried out, the Union will supply the Library with the names of its officers. Similarly, the CEO will, if requested, supply the Union with a list with whom the Union may be requested to transact business.
  - c) A Union bargaining committee of not more than three (3) employees to deal with matters (other than grievances) arising from, or pertaining to the Collective Agreement. It is understood that time off, approved by the CEO, shall be granted with pay for all time spent on Union/Management business.
- 7.02 The Union shall have the right to appoint one (1) Steward to assist employees in the preparation of grievances, according to the grievance procedure.
- 7.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees and Local 1785 President, who may, on the permission of the Chief Executive Officer, have access to the Library premises to assist in any settlement of any dispute arising from the provisions of this agreement.
- 7.04 The Union acknowledges that the members or Steward must continue to perform their regular duties on behalf of the Library and that such persons shall not leave their duties for Union business without first obtaining the permission of the Chief Executive Officer or his/her delegate, which permission shall not be unreasonably withheld. On completion of the Union business, if time permits, the member or Steward shall report back to the Chief Executive Officer, or his/her delegate, and give any reasonable explanation which may be requested with respect to their absence.
- 7.05 In accordance with article 7.04, such employees will be compensated by the Library to the extent of their scheduled straight time hours for such approved time in dealing with matters arising out of article 7.04.
- 7.06 Union business will be conducted, to the extent practical, outside working hours.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible. It is understood that an employee has no grievance until he/she has first given the Chief Executive Officer an opportunity to address the complaint. If an employee has a complaint, he/she shall discuss it verbally with the CEO prior to the end of normal working hours.

It is understood that all complaints or grievances shall be filed within five (5) working days of the act or omission which is the reason for the complaint being made.

All grievances shall be submitted and answered in writing and shall state the article(s) and clause(s) in dispute, the nature of the grievance and the remedy sought.

#### **Step #1**

The grievance shall be submitted to the Chief Executive Officer, or his/her delegate, who shall render a decision within five (5) working days. The grievor may be represented at this step of the grievance by the Steward.

Failing a satisfactory settlement, the second step of the grievance procedure shall be invoked within five (5) working days of the management's answer at step #1.

#### **Step #2**

The grievance shall be submitted to the Library, which will meet with the Steward within ten (10) working days of the date of request for such a meeting. The decision of the Library shall be given within seven (7) working days from the date of such meeting. If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be referred to a single arbitrator within fifteen (15) working days, as defined in the *Ontario Labour Relations Act*.

### **8.02 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where all employees or the Union has a grievance, Step 1 of this article may be bypassed.

- 8.03 The "days" referred to in this article are normal working days excluding Saturdays, Sundays and designated holidays.
- 8.04 The Arbitrator shall not make any finding or decision inconsistent with the provision of this agreement, nor shall he/she have the power to add to, alter or modify, amend or delete any part of this agreement, nor deal with matters not covered by this agreement.
- 8.05 Any grievance not processed in accordance with the time limits contained in this article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent.
- 8.06 Supplementary agreements, if any, shall where so designated, form part of this agreement and are subject to the grievance and arbitration procedure.
- 8.07 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.
- 8.08 It is understood that the Library may forward at any meeting held with the Union any complaint with respect to the conduct of the Union and that if such complaint is not

settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration.

- 8.09 Whenever the Library deems it necessary to issue a written warning, suspend, or discharge an employee, the Library shall forward a copy of the disciplinary letter to the Secretary of the Union, within five (5) calendar days thereafter.
- 8.10 When an employee is discharged or suspended, he/she shall be given the reason in the presence of the Steward.
- 8.11 An employee who claims he/she has been unjustly discharged may institute an appeal at Step 2 of the grievance procedure, within five (5) working days of the effective date of discharge.
- 8.12 Should it be found as a result of the grievance that an employee has been unjustly suspended or discharged, that employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next proceeding such discharge or suspension.
- 8.13 The time limits set out above shall be mandatory and may only be extended by mutual agreement between the parties upon written request.

## **ARTICLE 9 - SENIORITY**

- 9.01 Seniority is defined as the length of service with the Library since the most recent date of hire, and shall be a factor in promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis except as otherwise provided for in this agreement. Seniority shall be computed by hours to a maximum of 1820 per year.
- 9.02 An employee shall serve a probationary period of three (3) continuous calendar months of time worked from the date of hire. The conditions of employment with respect to the probationary employees shall be set out in Article 27.02.
- Part-time staff shall serve a probationary period based on an hourly equivalent of four hundred and twenty (420) hours or six (6) continuous calendar months, whichever comes first.
- 9.03 An Employee who satisfactorily completes the probationary period shall be placed on the seniority list and will be credited with seniority based on hours of work from their date of hire.
- 9.04 The library shall maintain a seniority list showing the date upon which each employee's service commenced and the number of years and/or hours of service for each employee. An up-to-date seniority list shall be sent to the Union and posted on the staff bulletin board in January of each year.



- 9.05 Seniority shall be lost and employment terminated where an employee:
- 1) voluntarily resigns;
  - 2) is laid off and is not recalled to active employment within twenty-four (24) calendar months;
  - 3) fails to confirm his/her intention to return to work within four (4) working days after the notice to return to work has been sent to him/her by registered mail to the last address on the Library's records, or fails to return to work within seven (7) working days from the date of such registered notice, unless a reason satisfactory to the Library is provided;
  - 4) is absent from work in excess of three (3) working days without sufficient cause or without notifying the Chief Executive Officer;
  - 5) overstays an approved leave of absence and fails to obtain a written extension from the Chief Executive Officer;
  - 6) is discharged for cause and is not reinstated by the grievance procedure.
- 9.06 The Library will give consideration to seniority in job assignments.
- 9.07 Any extra shifts that become available, excluding vacancies as per Article 12 – Job Posting & Procedures, shall be offered by seniority in the classification that the work is available. If an extra shift cannot be filled by any employee in the classification that the work is available, the Employer may offer the shift to an employee that has the skill and qualification in a higher classification. The Employer shall consider seniority when filling shifts using employees in a higher classification and shall be paid at their regular hourly wage rate.

## **ARTICLE 10 - LAYOFF & RECALL**

- 10.01 In the event there is a layoff of employees, layoffs shall commence with the employees with the least amount of total seniority within the bargaining unit. An individual may "bump" into a position for which they have the skill and ability to perform the job and is currently occupied by an employee with lesser seniority. In order to bump into a position, the individual must require no training beyond familiarization and orientation.
- 10.02 An employee who elects to use his/her seniority, as in paragraph 10.01 above, shall receive the rate of pay for the position, which he/she secures.
- 10.03 In the event of recall, positions will be filled in the reverse manner to the layoff providing ability and qualifications are sufficient.
- 10.04 Notice of layoff shall be given to employees' 30 calendar days in advance of layoff.



### **10.05 Definition of Layoff**

“Layoff” shall include a reduction in the normal daily or weekly hours of work of one or more full-time and / or part-time employees.

10.06 No employee shall be hired while regular employees are on lay-off provided the employees on lay-off are qualified to fill the position.

## **ARTICLE 11 - BULLETIN BOARD**

11.01 The Library will provide a staff bulletin board in an area mutually agreed upon for the purpose of posting notices and other matters relating to Union activity. Before posting, such notices must be signed by an officer of the Local.

## **ARTICLE 12 - JOB POSTING & PROCEDURES**

- 12.01 When a regular vacancy occurs, or a new position is created which is subject to the provisions of this agreement, the Library shall post the position on the bulletin board accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside applicants shall be considered until internal applicants for the position have been considered. This provision does not preclude advertising for any position. The Secretary of the Union shall receive a copy of all job postings.
- 12.02 The posting shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, hours of work and wage or salary rate or range.
- 12.03 Promotions shall be based on the skill, ability, education, experience and qualifications of the employee(s) responding to the job posting, but where these factors are substantially equal and meet the requirements of the position, seniority shall govern.
- 12.04 The name of the successful applicant will be communicated in writing to all employees.
- 12.05 The Employer may hire individuals as project personnel who shall be excluded from the Collective Agreement. Such project personnel may only be excluded under this clause if the project is specifically funded by the Federal, Provincial, Municipal or Regional Government.
- 12.06 The Employer may accept students from accredited education institutions and government – funded programs for training placement periods of up to four (4) months. They shall not be considered as employees. Their use will not result in the lay off or failure to recall of bargaining unit employees.
- 12.07 The employer may hire temporary personnel to replace permanent employees absent due to illness, accident, vacation, leave of absence, union leave of absence for a period of up to sixty (60) working days or such greater period as may be agreed to by the parties. The

Employer may also hire such temporary personnel for up to seventy-six (76) weeks to replace an employee on pregnancy or parental leave. The Employer agrees that the hiring of such employees will not result in the layoff or failure to recall of bargaining unit employees. Personnel hired pursuant to this clause shall not become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and any provision contained herein for the payment of union dues.

### **ARTICLE 13 - HOURS OF WORK**

- 13.01 (a) The normal hours of work for full-time Employees shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) hours Monday through Sunday with one (1) hour unpaid lunch in each shift.
- (b) "No part-time employee (excluding pages) shall work a regular shift on any given day of less than four (4) hours per day."
- (c) Employees shall be paid only for time spent attending staff meetings should it be held outside of their working hours.
- 13.02 (a) Staff working more than three (3) hours but less than five (5), are entitled to one (1) fifteen (15) minute paid break.
- (b) Employees shall be permitted two (2) paid fifteen (15) minute breaks if scheduled to work five (5) or more hours.
- (c) An unpaid one (1) hour meal break will be scheduled if an Employee is scheduled for more than six (6) hours.
- 13.03 The schedules for hours of work shall be posted on the bulletin board a minimum of fourteen (14) days in advance of the scheduled work period. The posted schedule may be changed due to unforeseeable circumstances.
- 13.04 Although the Union and Library recognize the benefits of volunteers, it is understood that no bargaining unit member shall have their hours of work cut or reduced by way of the volunteers performing their assignments.
- Should additional staff be required, those duties and hours of work shall not be performed by volunteers.
- 13.05 Employees may request to exchange shifts with another Employee provided that such request or exchange of working hours shall be emailed and copied to both Employees involved and submitted to the CEO or designate in advance of such exchange. Such exchange will not, as a result of such special arrangement, result in the Library being required to pay any premiums.

## **ARTICLE 14 - OVERTIME**

- 14.01 All hours worked in excess of thirty-five (35) hours per week or eight (8) hours per day (excluding meal periods) shall be paid at one and one-half (1 1/2) times the employee's straight time rate.
- 14.02 Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- 14.03 Overtime shall be paid at a rate of two (2) times the straight rate of pay for designated holidays.
- 14.04 When an Employee (s) is called out in an "after hours emergency", they will receive not less than three (3) hours pay at overtime rate of pay.

## **ARTICLE 15 - WORKING CONDITIONS**

- 15.01 The parties agree to co-operate to the fullest extent in the prevention of accidents, and with such promotion of health and safety as is deemed necessary. It is recognized that all employees have a prime responsibility to observe safe working methods and conduct.
- 15.02 To consider the safety of staff members and library users, there will be at least two (2) staff members on site whenever the library is open during regular operating hours.

## **ARTICLE 16 - LEAVE OF ABSENCE**

- 16.01 The Library, at the discretion of the Chief Executive Officer, may grant leave of absence without pay for a period not to exceed eight (8) weeks for legitimate personal reasons provided that a written request is made to the Library at least one (1) month in advance clearly stating the reasons for the request and the proposed duration. Such advance written request may be waived in the case of emergencies. Longer leave of absence without pay may be granted at the discretion of the Library without loss of seniority or occupational classification. Leaves of absence will be considered after personal days and vacation days are exhausted".
- 16.02 Leave of absence without pay, or loss of seniority, for attendance at Union conferences, seminars and conventions will be granted to not more than two (2) employees for a period not to exceed ten (10) days cumulative in any one year.
- 16.03 An employee shall be granted time off for bereavement leave upon approval of the Chief executive Officer without loss of pay according to the following schedule:
- 1) An employee's spouse or domestic partner, parent or step-parent, parental-in-law child, grandchild or step-child up to eight (8) working days.
  - 2) An employee's sibling or step-sibling, or grandparent, up to five (5) working days.

- 3) An Employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle, niece, nephew or cousin up to two (2) working days.
  - 4) An additional two (2) days travelling time without pay may be granted to permit the employee to attend a funeral in the family that is held at a distant point.
  - 5) Where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraph (1), (2), or (3) may be used over two (2) separate occasions within six (6) months of the date of loss.
- 16.04 An employee who qualifies for pregnancy or parental leave under the *Employment Standards Act* shall be entitled to a leave of absence pursuant to the *Employment Standards Act*. The employee is to provide the Library with at least two (2) weeks notice of the date of a return to work.
- 16.05 Extension of benefit coverage is available to Full-time employees who are on approved leaves of absence, provided the required contribution of one hundred per cent (100%) is paid monthly by the employee in advance of the beginning of every month with the exception of protected leaves which will continue to be paid one hundred (100%) per cent by the Employer.
- 16.06 Employees required to act as jurors or Crown witnesses shall be granted a leave of absence without loss of seniority or benefits for this purpose. The Library shall pay the employee his/her full basic wage or salary for the period of such service, provided that the employee shall turn over to the Library the full amount of compensation received for said services, excluding payment for travel and meals, and provided that the employee presents official proof of both service and payment therefore.

## ARTICLE 17 - DESIGNATED HOLIDAYS

- 17.01 Each employee as per Section 24 of the *Employment Standards Act*, shall be entitled to the following paid holidays:

*New Year's Day	*Thanksgiving Day
*Good Friday	Remembrance Day
Easter Sunday	Christmas Eve Day
*Victoria Day	*Christmas Day
*Family Day	*Boxing Day
Civic Holiday	
*Canada Day	
*Labour Day	

and any other National or Provincial holiday declared by the Federal Government, or the Government of Ontario.

- (b) Two (2) Floating Holidays per year shall be granted to full-time and part-time Employees who have completed three (3) months of continuous service. Holiday pay



for Float Days shall be computed on the basis of the number of hours the Employee would otherwise have worked up to a maximum of seven (7) hours) at the Employee's basic hourly rate of pay. The date will be mutually agreed in advance between the Chief Executive Officer and the Employee.

- 17.02 To be eligible for holiday pay, an employee must work his/her full scheduled shift immediately preceding and his/her full scheduled shift immediately following the holiday, except in cases of excused absence with the written permission of the Chief Executive Officer or his/her delegate or is due to illness attested to by a physician's certificate, payment will be made.
- 17.03 An Employee's holiday pay for a given public holiday shall be as stated in the Employment Standards Act. If this causes a loss of wages, the total amount of regular wages for all hours that an Employee would normally be scheduled to work had the Library been open for business on such day shall be paid.

## **ARTICLE 18 - VACATIONS WITH PAY**

### **18.01 Vacations for Full-Time Employees**

Vacation with pay is an earned benefit. All full-time employees will receive vacation with pay in accordance with the following schedule:

- a) less than one year of service, one day per month to a maximum of ten (10) days per year;
  - b) one year, but less than three years of service, two (2) weeks;
  - c) three years of service, but less than nine years of service, three (3) weeks;
  - d) nine years of service, but less than eighteen years of service, four (4) weeks;
  - e) eighteen years of service, but less than twenty-five years of service, five (5) weeks;
  - f) twenty-five years of service or more, six (6) weeks.
- 18.02 All full-time employees shall be entitled to vacation with pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement.
- An employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which his/her first, third, ninth, eighteenth and twenty-fifth anniversary of service falls.
- 18.03 Vacations shall not carry over from year to year except by permission of the Chief Executive Officer. An employee entitled to annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.

18.04 If a paid designated holiday falls during an employee's vacation, he/she shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Chief Executive Officer or his/her delegate.

18.05 All vacations must be arranged with the approval of the Chief Executive Officer and seniority shall be the determining factor for full-time and part-time employees. A vacation list will be posted in January of each year listing each employee's vacation allotment for that year. The allotment will be calculated in days for full-time employees, and hours for part-time employees.

Employees may book vacation up to twelve (12) months in advance.

Vacation request received at the same time will be approved on the basis of an employee's seniority.

#### **18.06 Vacations for Part-Time Employees**

All part-time employees shall receive vacation with pay in accordance with the following schedule:

<b>Total Accumulated Hours of Service</b>	<b>Vacation Entitlement (percentage of previous year's total regular hours)</b>
<b>999 hours or less</b>	<b>4%</b>
<b>1000 - 7000</b>	<b>6%</b>
<b>7001 - 14000</b>	<b>8%</b>
<b>14001 - 21000</b>	<b>10%</b>
<b>21001 or more</b>	<b>12%</b>

18.07 All part-time employees shall be entitled to vacation pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to January 1st of the same calendar year.

18.08 Vacations shall not carry over from year to year except by permission of the Chief Executive Officer. An employee entitled to annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.

18.09 If a paid designated holiday falls during an employee's vacation, he/she shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Chief Executive Officer or his/her delegate.

18.10 An employee who is on leave of absence without pay shall receive a vacation with pay pro-rated to time worked.

### **ARTICLE 19 - SICK LEAVE**

19.01 Full-time employees absent from work in excess of three (3) working days due to medical reasons may be required to submit a medical physician's certificate to cover the absence,

and may at the discretion of the Chief Executive Officer, in consultation with the Union, be required to produce a physician's statement to cover any shorter period of absence due to medical reasons. Physician's certificates will be paid for by the Library. Sick leave will be earned at one and one-half (1.5) days per month, it being understood that up to six (6) days per year may be used for Doctor's appointments. Any unused portion of such sick leave shall accumulate to the maximum of six (6) weeks with no cash value.

- 19.02 Sick days for full-time employees beyond thirty (30) per year shall be charged as sick leave without pay.
- 19.03 Part-time employees shall earn to one (1) shift sick leave per month to a maximum of twelve (12) shifts per year and any unused portion of such sick leave shall accumulate to the maximum of six (6) weeks with no cash value. After being off for three (3) consecutive shifts an Employee may be requested to provide the Employer with a doctor's certificate or note. All costs for any such certificates/forms shall be paid for by the Employer.
- 19.04 Part-time employees shall be able to utilize up to four (4) sick days in order to recover from illness or injury; in order to attend doctor's appointments, dental appointments; and in order to engage in personal preventative medical health and mental wellness with approval of the CEO. It is understood that this shall include paramedical services. On request, employees may be required to show proof of medical, dental, or paramedical care as the case may be.

In the case of illness of a member of an employee's immediate family, where there is no one other than the employee who can provide for the needs of the ill person, the employee may, with the approval of the CEO, use sick days to care for the ill family member. The employee may be asked to provide written verification of the absence due to illness of a family member.

## **ARTICLE 20 - BENEFITS**

- 20.01 The parties hereby agree that the Library will provide the following employee benefit programme with premiums payable by the Library except as noted to all full-time employees:
- a) (i) Life insurance - twice annual salary, premium cost to be paid one hundred per cent (100%) by the employer.
  - (ii) The Library agrees to get costing on a paid up policy of \$2,000.00 for each full-time employee upon retirement. As soon as possible, when costing is received, the parties will meet to decide whether to purchase same on a 50% cost shared basis.
  - b) Major Medical Insurance - no deductible. The Library to pay 100% of the billed premium.
  - c) OHIP coverage.

- d) Long Term Disability - Library to pay 100% of the billed premium. Waiting period of 17 weeks. 75% of salary to a monthly maximum of \$3,000.00.
- e) Dental Plan - basic: no co-insurance including endodontal
  - premiums to be paid 100% by the Library.
  - Dental check-ups every nine (9) months.
  - Orthodontic services – effective upon ratification, subject to fifty percent (50%) co-insurance with a lifetime maximum of \$1,500.00 per insured (child).
- f) Vision Care – four hundred and fifty dollars (\$450.00) every two (2) years for prescription glasses. Library to pay 100%.

20.02 It is understood and agreed that such programmes will be subject to the terms and conditions of any governing master policy or statutory requirement.

20.03 Permanent Part-time employees over the age of eighteen (18) actively employed will be entitled to present medical receipts for individual and/or family benefits to the CEO for reimbursement within that calendar year.

Effective January 2013 receipts may be presented in any year to a maximum of five hundred dollars (\$500).

**Effective January 2017, 2018 and 2019 the yearly maximum amount that an employee may claim will increase by twenty-five dollars (\$25) per annum.**

Effective January 2020, 2021 and 2023 the yearly maximum amount that an employee may claim will increase by twenty-five dollars (\$25) per annum.

Employees may use this benefit to supplement the cost of any individual and/or family health insurance plan that they have opted to enroll in at their discretion.

A separate Letter of Understanding will outline the conditions of such entitlement and coverage.

#### **20.04 Pensions**

Normal retirement for all Employees shall be as determined by OMERS. The Library will maintain all current pension plans. Full-time employees who have completed the three (3) month probationary period of employment, must participate in O.M.E.R.S. The Library and employees shall make equal contributions to the basic Ontario Municipal Employees Retirement System, and to the Canada Pension Plan.

## **ARTICLE 21 - JOB CLASSIFICATION**

21.01 The Library has the power to create new classifications within the bargaining unit, including the duties thereof. The only matter which will be negotiated with the Union will be the rate of pay for such classification.



- 21.02 In the event that the parties fail to agree on the rate, the Union may institute a grievance procedure, provided that any grievance as to the rate is filed within fifteen (15) working days from the date of notification of the rate to the Union.
- 21.03 If any grievance made pursuant to 21.02 proceeds to arbitration, the arbitrator shall be restricted solely to determining the appropriateness of the wage rate as applicable to other rates within the bargaining unit.

## **ARTICLE 22 - COPIES OF AGREEMENT**

- 22.01 The Library will give a copy of this agreement to all employees and a copy of the insurance booklet to each full-time employee.

## **ARTICLE 23 - VEHICLE ALLOWANCE**

- 23.01 All employees who would normally require a car to perform their duties should be reimbursed for occasional mileage at the rate as per the Township of Scugog mileage rate which may be amended from time to time.

## **ARTICLE 24 - RELIEVING IN OTHER GRADES**

- 24.01 In the event the CEO approves the appointment of an employee to temporarily fill a higher rated job classification and the employee is performing all or most of the principal duties of that classification, the employee shall be paid the greater of the minimum rate for the higher rated job classification or their current salary.
- 24.02 The foregoing policy shall only become effective following two (2) consecutive days of work in the higher classification and shall be retroactive to the date of commencement in the higher rated classification.
- 24.03 When an employee is assigned to relieve in a position of lower wage classification for any period, he/she shall maintain his/her regular rate of pay while so assigned.

## **ARTICLE 25 - GENERAL**

- 25.01 In the event that it may be determined by the Library to change the method of providing library service to the community by technological change, and it is also considered necessary to consider displacing a regular employee from his/her job, as a result of the technological change, the Library in accordance with past practice prior to displacing such employee shall consider the following:
- a) be responsible for retaining such employee for a position within the scope of this Agreement, if possible;

- b) relocate the employee to another position within the scope of this Agreement in his/her area of competence;

or

- c) afford the employee the opportunity of retraining in an alternate job where practicable;
- d) notify the Union of any such changes as soon as practicable and afford the opportunity to meet with the CEO and such other Management personnel as he/she considers appropriate, such meeting to be held prior to implementation;
- e) in the event none of the items above can take place any layoff that may have to be actioned will be done in accordance with Article 10.

25.02 The parties agree, during the life of the agreement, to mutually cooperate in the identification of training needs and the development of training programmes.

## **ARTICLE 26 - WAGE SCHEDULE AND CLASSIFICATION**

26.01 The occupational classifications and the corresponding wage rates set out in Appendix "A" attached to this agreement, are hereby established as the classifications and wage rates for the employees covered by this agreement.

## **ARTICLE 27 - EMPLOYEE DEFINITIONS**

### **27.01 Employee**

Where used in this agreement, the term "employee" shall mean a person employed in a regular full-time or part-time position and who has satisfactorily completed the probation period of employment. The terms "employee" and "regular employee" shall have synonymous meaning. Full-time employee shall mean a person employed in a regular 35 hour workweek.

### **27.02 Probationary Employee**

Probationary employees are those hired for regular full-time positions who have not completed probationary service of three (3) continuous calendar months or part-time Employees who have not completed probationary service as outlined in Article 9.02. Such employees shall not be subject to the provisions of this agreement except for:

Article 5	No Discrimination
Article 13	Hours of Work
Article 15	Working Conditions

and other than these articles, shall not have recourse to the grievance procedure or arbitration during their employment or termination thereof.

## **ARTICLE 28 - DURATION OF AGREEMENT**

28.01 This agreement shall be binding and shall remain in effect from the 26th day of October, 2019 until the 25th day of October, 2023 and from year to year thereafter unless notice of intention to revise or terminate the agreement is given in writing by either party to the other party within the period of not more than ninety (90) days prior to the expiry date of this agreement.

## **ARTICLE 29 - PROPER ACCOMMODATION**

29.01 The Library will provide a suitable place for employees to have their lunch period.

## **ARTICLE 30 - LIBRARY BOARD MINUTES/RESOLUTIONS**

30.01 The Employer agrees to provide the Union a copy of the Library Board Agenda.

30.02 The Employer agrees to provide the Union a copy of the approved Library Board meeting minutes.

### **Rate of Pay and Anniversary Date**

The rates of pay as variously set forth in Schedule "A" hereto shall be paid to all employees covered by this Agreement. All increases shall become effective when the applicable service level is achieved.

### **Payment of Wages**

"The Employees shall receive their salaries every two weeks by "Direct Deposit", to be accompanied by a stub showing a breakdown of salary and any deductions there from."

## **ARTICLE 31 – SUNDAY WORK**

31.01 Employees hired before July 2007 will have the choice by June 30, 2008 to indicate, in writing, whether or not they wish to be scheduled for Sunday hours.

31.02 If an Employee is scheduled to work, as per Article 31.01, they will be paid their hourly rate of pay for all hours worked unless in an overtime situation as per Article 14.03.

31.03 Any Employee hired after July 2007 may be scheduled to work Sunday hours as part of their regular schedule.

## **ARTICLE 32 – MERGER/REGIONALIZATION/AMALGAMATION**

32.01 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall advise the Union as soon as possible, recognizing that such notice may be delayed where confidentiality is initially required. At the time of notice, the Employer shall also provide the Union with all relevant available particulars pertaining to the merger.

Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.

Where possible, the Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or organization, that it shall use its best efforts, to the extent that it is within the control of the Township, to obtain an agreement that will preserve the following rights of its employees:

- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- b) Full service credits with respect to vacations with pay and all other negotiated benefits;
- c) That the work and services performed by members of the Canadian Union of Public Employees Local 1785.02 shall continue to be performed by such members in the employ of the new Employer;
- d) That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- e) That no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
- f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.



DATED this 16 day of March, 2020


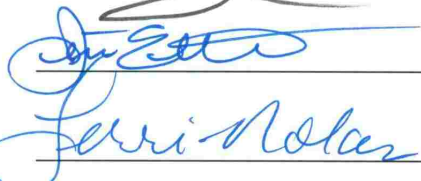

IN WITNESS WHEREOF the Party of the first part has hereunto affixed its Corporate Seal attested by the hands of its duly authorized officers and the parties of the second part have hereunto set their hands and seals.


Signed on behalf of:

Canadian Union of Public Employees  
and its Local 1785-02

Signed on behalf of:

Scugog Memorial Public Library Board

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX “A”**

<b>Classification</b>	<b>Start</b>	<b>1-year</b>	<b>2-year</b>	<b>3-year</b>
<b>Below Rates effective October 26, 2019 (1.75%)</b>				
Library Assistant I	\$20.84	\$21.68	\$22.53	\$23.44
Library Assistant II	\$24.07	\$25.02	\$26.04	\$27.08
Library Technician I	\$25.27	\$26.30	\$27.34	\$28.46
Library Technician II	\$26.65	\$27.72	\$28.82	\$29.98
Page	\$15.00	\$15.60	\$16.22	\$16.87
<b>Below Rates effective October 26, 2020 (1.7%)</b>				
Library Assistant I	\$21.19	\$22.05	\$22.91	\$23.84
Library Assistant II	\$24.48	\$25.45	\$26.48	\$27.54
Library Technician I	\$25.70	\$26.75	\$27.81	\$28.94
Library Technician II	\$27.10	\$28.19	\$29.31	\$30.49
Page	\$15.26	\$15.87	\$16.50	\$17.16
<b>Below Rates effective October 26, 2021 (1.7%)</b>				
Library Assistant I	\$21.55	\$22.43	\$23.30	\$24.25
Library Assistant II	\$24.90	\$25.88	\$26.93	\$28.00
Library Technician I	\$26.14	\$27.20	\$28.28	\$29.44
Library Technician II	\$27.56	\$28.67	\$29.80	\$31.00
Page	\$15.51	\$16.13	\$16.78	\$17.45
<b>Above Rates effective October 26, 2022 (1.75%)</b>				
Library Assistant I	\$21.93	\$22.82	\$23.71	\$24.67
Library Assistant II	\$25.34	\$26.33	\$27.40	\$28.49
Library Technician I	\$26.60	\$27.68	\$28.77	\$29.95
Library Technician II	\$28.04	\$29.17	\$30.33	\$31.55
Page	\$15.79	\$16.42	\$17.07	\$17.76

It is agreed that employees will progress on the grid system on their anniversary date year to year.

It is understood that this progression on the grid system is only for progression and would not impact on the seniority clauses.

**LETTER OF AGREEMENT**

**between**

**Canadian Union of Public Employees  
and its Local 1785-02**

**and**

**Scugog Memorial Public Library Board**

The parties agree to the following outlines to establish a Labour/Management Committee for the life of this Collective Agreement.

**(a) Establishment of Committee**

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

**(b) Function of the Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

**(c) Meeting of Committee**

The Committee shall meet when requested by either party at a mutually agreeable time and place. Its members shall receive an agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with the Committee.

**(d) Chairperson of the Meeting**

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

**(e) Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

**(f) Jurisdiction of Committee**

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

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



**LETTER OF UNDERSTANDING**

**between**

**Canadian Union of Public Employees and its Local 1785-02**

**and**

**Scugog Memorial Public Library Board**

**Re: Hours of Work on December 31<sup>st</sup>**

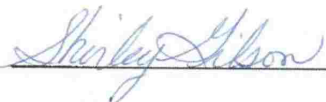
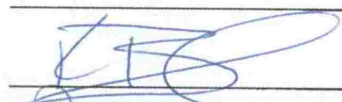

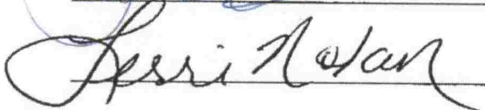
The parties agree that the hours of work on December 31<sup>st</sup> of each year will be regularly scheduled hours for that day with the closure no later than (six) 6 p.m.

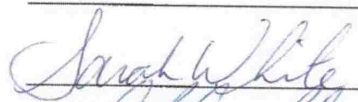

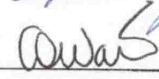
Employees who are regularly scheduled after (six) 6 p.m. have the option of making lost hours up earlier the same day.

Dated at Scugog, Ontario on this 21<sup>st</sup> day of November 2019.

On behalf of CUPE Local 1785-02

On behalf of the Scugog Memorial Public Library Board

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

