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**North Bay**  
PUBLIC LIBRARY

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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, 2017 to December 31, 2019

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THIS AGREEMENT made and entered into this            day of            , 2017

**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, Department Heads, persons above the rank of Department Head, Administrative Assistant to the CEO, Pages, Students employed during the school vacation period and Day Student Employees.

“Day Student Employee” shall mean a full-time day student in a recognized school under the Ontario Department of Education who is used in a job-training program established by their school and employed without wages during the normal school year. Their term of employment shall not exceed twelve (12) weeks during the normal school year. 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 limited to 9:00 a.m. to 5:00 p.m., Monday through Friday.

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

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 behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour 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 there will be no intimidation, interference, restriction or coercion practised 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 provision of the *Article 6* shall be subject to disciplinary action.

## **ARTICLE #7 - UNION SECURITY**

- 7.01** The Employer agrees to deduct Union dues from the 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.
- 7.02** The Employer agrees to deduct the Union dues each month, and remit the amount of dues so deducted to the Treasurer of the Union 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 the designated Officer of the Union 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 Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer 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.
- 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 terms 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 Vice-President/Chief

Steward of Local 122-2 and Recording Secretary Local 122.

(b) The Vice-President/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 and termination 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/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 two (2) representatives appointed by the Union and 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.

#### **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, date of hire, 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/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 of 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. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. 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/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 by all parties. The names of the affected employees will be placed in a container, and the C.E.O. 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 Department Head, 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 she 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 to arbitration and the Arbitration Board or arbitrator, as the case may be, shall have the right to determine whether or not the reason provided by the employee was satisfactory.

#### **ARTICLE #11 - JOB POSTING**

**11.01** New positions and vacancies, which the Employer intends to fill, shall be posted on the bulletin board and 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 in the following manner. It is the employee's sole responsibility to ensure the employer has the most recent e-mail address on record.

- (a) In order to ensure that positions are vacant for as little time as possible, postings shall begin as soon as is practicable prior to the date on which the position becomes available and no later than fourteen (14) calendar

days after a replacement is required or the creation of the new job, and the notice shall remain posted for fourteen (14) calendar days.

However, vacancies arising from normal retirements which the Employer intends to fill shall be posted no later than thirty (30) calendar days prior to the employee's intended retirement date given in writing to the Employer.

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 and subsequent appointments shall be forwarded to the Vice-President/Chief Steward of Local 122-2 and to the Recording Secretary of the Union. Such notice shall contain the following information: nature of 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 seven (7) hours of 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 Department Head. 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 endeavour 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 their 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** 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.
- 12.03** Unless legislation is more favourable to an employee, the Employer shall 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.
- 12.04** 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.
- 12.05** 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.

- 12.06** The notice provisions of clause 12.03 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 12.05.

- 12.07** 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 for a maximum period of 24 months.

#### **Bumping Procedure**

- 12.08** 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.
- 12.09** Upon receipt of the notice of lay-off, an 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.
- 12.10** For purposes of clause 12.08 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 bumped. Notwithstanding the foregoing, and subject to the provisions of 12.08, it is understood and agreed that in instances where a permanent employee is in receipt of a notice of lay-off, and such employee shall be permitted to bump the junior employee in the classification with equivalent or the greater number of hours.
- 12.11** 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.
- 12.12** 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 hiring.

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 shall be computed from the last date of hire.

- (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 Union membership and their responsibilities and obligations with respect to the collective agreement.

### **ARTICLE #14 - DEFINITIONS**

The terms and conditions of the collective agreement shall apply to part-time, temporary, and casual employees except as specifically excluded in the collective agreement.

- 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 hire.

In addition to the provisions of clause 10.01 of this Agreement, a temporary employee shall lose seniority 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 hire. 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 seniority 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 the collective agreement.

#### **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 her 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/Chief Steward of Local 122.
- 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 Employer of Arbitration if the matter is referred to such a Board.

- 16.02** In instances where an employee has received a written warning by the Employer and no further disciplinary action is required during the following twenty-four (24) 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 sixty (60) 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 within twenty-one (21) calendar days following the CEO's reply at Stage 2 or an agreed upon mediation session, by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within twenty-one (21) calendar days

thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then select an Arbitrator.

- 17.02** If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of the appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- 17.03** The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board of Arbitration shall hear and determine the difference or allegation and render a decision following completion of the hearing.
- 17.04** The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of a discharge or a discipline grievance by any arrangement that it deems just and equitable.
- 17.05** Each party shall pay:
1. The fees and expenses of the arbitrator it appoints;
  2. One-half of the fees and expenses of the chairperson.
- 17.06** The time limits fixed in the arbitration procedure may be extended by the consent of the parties.
- 17.07** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

#### **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. 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 Department Head outside the employee's normal work week.
- (b) All overtime worked outside the employee's normal work week 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 twenty-five cents (\$1.25) per hour for all hours worked on a Sunday for which the employee is not entitled to overtime.

NOTE: The aforementioned shift premium shall increase by five cents (5¢) in each year of the Collective Agreement.

- (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** When an employee is absent for a day or more, the Department Head will decide whether or not it is necessary to fill the vacancy for the day.
- 18.04** 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.
- 18.05** 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.
- 18.06** When an employee is detailed to relieve in a position of lower rating for any period, they shall be paid their regular rate.
- 18.07** Subject to the provisions of Letter of Understanding #3, overtime work will be distributed as equitably as feasible among those qualified employees normally performing such work.
- 18.08** 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.
- 18.09** 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 Department 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 of vacation 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 Department 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 determined by dividing the number of hours worked by the employee in a regular two week pay period by 10 (rounded to the next quarter hour, if not already at a quarter hour); multiplied by the employee's regular hourly rate. 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 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, 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 19.04*.

**20.03** Temporary and casual employees shall receive 5% of their total earnings in lieu of vacation, to be paid bi-weekly.

**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) An additional vacation schedule for the period December 15 to January 15 shall be posted during the period September 15 to October 31 in each year. When two or more employees are requesting to have the same vacation period, the Department Head 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.
- (c) Employees applying during the posting periods shall be informed of the outcome 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. Employees may use vacation, overtime, lieu, or accumulated time credits.
- 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 the period of recall 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 be credited with any sick leave accumulated to date and shall continue to 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 upon the earliest of:
- i) the employee's sick leave credits banked has reached a balance of zero (0); or
  - ii) the employee having been absent from work for a period of four (4) consecutive months due to illness or injury.

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 up to a maximum of \$25.

- 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 Department Manager for the time off work for this purpose.
- 21.04** A statement of accumulated sick leave shall be issued to each employee annually.
- 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 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 twenty-four (24) cumulative months.
- 21.07** Where an employee is absent from work for more than nine (9) months as aforesaid and is in receipt of WSIB benefits, 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.
- 21.08** 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 - MEDICAL AND HOSPITALIZATION**

- 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 April 1, 1987. 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 fulltime 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 equivalent to the plan in existence at the time of this agreement. 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 percent (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: \$250 every twenty-four (24) months, such coverage to include contact lenses, plus \$55 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 shall be subject to the Employer's authority under the laws of the Province of Ontario to make such an agreement.

**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 the consent of the Union.

**22.04** (a) An employee 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 this Article continued for a period of hundred and twenty (120) calendar days from the onset of 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 benefit 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 benefit 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 and 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 benefits shall be considered on leave-of-absence, without pay. During such period, an employee will not receive vacation credits, holiday pay or sick leave credits. If the employee on such leave returns to work within a twelve (12) month period from receipt of LTD or WSIB benefits, they will be credited with the vacation credits that would have been earned had they worked during the period of absence. Such accumulation of credits will not exceed a maximum period of twelve (12) months.
- (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.

#### **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 November 30 of the year in which you reach age 71 or the day you retire, at which time 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** Leave of absence without pay for any reason other than those noted in *Article 24* may be granted by the Employer and each case will be dealt with on its own merits.
- 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 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 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 or attending to the affairs of the deceased.
- (c) In the event of the death of a 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.

- (a) An employee must give their Department Head at least two (2) months 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 18.08 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) An Employee on pregnancy leave and parental leave who returns to their regular employment upon completion of such leave shall be credited with the vacation credits they would have earned had they worked the period of leave.
- (f) 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 in advance of its intention to introduce technological 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 clause 12.08.

## **ARTICLE #27 - HEALTH & SAFETY**

### **27.01 Co-operation on Safety**

The Union and the Employer shall co-operate in promoting rules and improving practices, which will provide adequate protection to employees.

### **27.02 Union-Employer Health & Safety Committee**

A Health and Safety Committee shall be established which is composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. The Health and Safety Committee shall meet quarterly or more often as stipulated by legislation, or if warranted by an emergency situation. Minutes shall be taken at each meeting and copies posted on the bulletin board.

The purpose of the Committee shall be to improve health and safety and it will deal with all unsafe, hazardous or dangerous working conditions.

### **27.03 Health & Safety Committee Pay Provisions**

Representatives of the Union shall suffer no loss of pay for attending Committee meetings during their regular working hours.

### **27.04 Inspection of the Workplace**

Members of the Health and Safety Committee shall conduct an inspection of the workplace in accordance with the Occupational Health and Safety Act.

### **27.05 Report of Injuries**

All injuries resulting from on the job accidents, however small, shall be reported as soon as practicable to the employee's immediate supervisor. Written reports are to be made as soon as possible after the injury.

The immediate supervisor shall investigate the accident and prepare a report. A copy of the report will be reviewed by the Health and Safety Committee at its next meeting.

### **27.06 Reporting of Unsafe Acts or Unsafe Conditions**

An employee shall report any unsafe acts or unsafe conditions to their immediate supervisor as prescribed under the *Occupational Health and Safety Act*. The supervisor shall investigate and recommend corrective action to the CEO. A copy of the supervisor's report shall be made available to the Health and Safety Committee.

**27.07** A member of the Joint Health and Safety Committee shall suffer no loss of wages when authorized by the Employer to attend educational courses and seminars on health and safety matters during regular working hours.

**27.08** An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay.

#### **ARTICLE #28 - WAGE AND CLASSIFICATIONS**

**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.

**28.03** Upon providing a minimum of two (2) weeks' notice, in writing, an employee will receive an advance for wages falling due during their vacation period. Such advance shall be paid on the pay immediately preceding the vacation period.

#### **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 endeavour 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 Clothing**

Upon ratification, the Employer agrees to provide employees appointed to the position of Custodian with one (1) winter jacket to be replaced at the discretion of management. In addition, the Employer will reimburse employees in the position of custodian the cost of appropriate safety footwear up to a maximum:

\$195.00 effective January 1, 2017  
\$205.00 effective January 1, 2018  
\$215.00 effective January 1, 2019

The employee shall be required to provide a receipt(s) as proof of purchase.

### **30.03 Transportation Credits**

Upon ratification, employees authorized to use their personal automobile to perform Library business will be eligible for the following mileage allowance:

January 1, 2017 – December 31, 2019      50¢/km

Should the City of North Bay's Travel and Expense Policy be revised to reflect an increase in the mileage rate, the Employer will reimburse employees based on the revised mileage allowance.

Upon receipt, the Employer shall reimburse an employee up to:

January 1, 2017      \$52.00  
January 1, 2018      \$55.00  
January 1, 2019      \$58.00

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



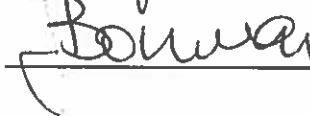
The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the parties agree to share the cost of reproducing this Agreement in booklet form. The parties agree to use an electronic copy of the legal version of the Collective Agreement.

#### ARTICLE #31 - TERM AGREEMENT

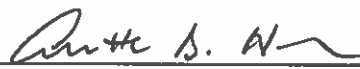

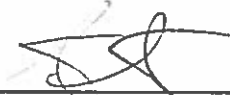
**31.01** This Agreement shall remain in effect from January 1, 2017, until December 31, 2019, and from year to year thereafter unless either party gives notice to the other in writing during the ninety (90) calendar days immediately prior to the expiry date set out in the Labour Relations Act.

Signed at North Bay this                  day of                                  2017.

ON BEHALF OF THE NORTH BAY  
PUBLIC LIBRARY BOARD

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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ON BEHALF OF  
CUPE LOCAL 122-2

  
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**SCHEDULE "A"**

<b>Band</b>	<b>Position</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>1</b>				
<b>2</b>				
<b>3</b>	<b>Custodian 1</b>	<b>\$23.61</b>	<b>\$23.96</b>	<b>\$24.32</b>
<b>4</b>	<b>Library Assistant 1</b>	<b>\$24.88</b>	<b>\$25.25</b>	<b>\$25.63</b>
<b>5</b>	<b>Library Assistant 2 Library Assistant 3</b>	<b>\$25.64</b>	<b>\$26.02</b>	<b>\$26.41</b>
<b>6</b>	<b>Library Assistant 4 Custodian 2 Social Media Assistant</b>	<b>\$26.40</b>	<b>\$26.80</b>	<b>\$27.20</b>
<b>7</b>				
<b>8</b>	<b>Library Technician</b>	<b>\$27.92</b>	<b>\$28.34</b>	<b>\$28.77</b>

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

The January 1, 2017 wage adjustments for each classification shall be retroactive to January 1, 2017.

LETTER OF UNDERSTANDING #1  
Between  
THE NORTH BAY PUBLIC LIBRARY BOARD  
and  
CUPE LOCAL 122-2

RE: JOB SECURITY

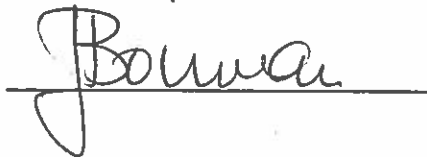
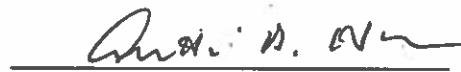
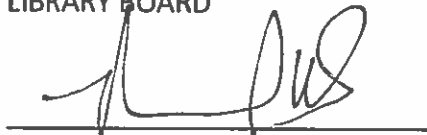
There will be no lay-off of any permanent full-time or part-time employee on the Employer's payroll who has attained five (5) years of employment with the Library; and

This letter of understanding shall remain in effect for the term set out in Article 31 to this Agreement.

DATED AT NORTH BAY, ONTARIO THIS      <sup>th</sup> DAY OF                                      2017.

ON BEHALF OF  
THE NORTH BAY PUBLIC  
LIBRARY BOARD

ON BEHALF OF  
CUPE LOCAL 122-2







**LETTER OF UNDERSTANDING #3**  
**Between**  
**THE NORTH BAY PUBLIC LIBRARY BOARD**  
**and**  
**CUPE LOCAL 122-2**

**RE: OVERTIME SCHEDULING**

This letter is to confirm the parties' agreement to a system of overtime scheduling. When an occurrence of overtime arises, the effected Department Head will consult a list of department staff members who have previously indicated their desire to work overtime, which are listed in order of seniority in each department. A supplemental list of other departments' available staff will be developed for all departments.

The Department Head 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, the Department Head will start at the next person on the list so that each person will have an opportunity to work overtime.

The employee will have the choice of having the overtime in money or credited time, except in the case of overtime associated with training or travel time which will automatically be credited time. The Department Head will fill out an overtime form for each time an employee is given overtime.

The Union will receive a report on overtime used each six (6) months, if requested. The CEO and Local 122-2 Unit Chair will consult for the purpose of developing an agreed upon posting of overtime availability and calls.

These are some details regarding the system:

- If an employee is on vacation, sick leave, already scheduled to work, or expresses a desire not to be called for overtime, the employee's name will be checked automatically.
- If an employee is phoned and not at home, but is expected shortly, a fifteen (15) minute waiting period will be used.
- If an employee is phoned but there is no answer, or if answered by a machine, then the employee will be considered to have been called.
- Employees will be called once.

- In the case of unforeseen circumstances, Management will retain the right to suspend the plan but will inform the Union regarding the circumstances.
- It is the obligation of each staff member to notify the Department Head of any change in their status regarding overtime availability.

Signed at North Bay this            <sup>th</sup> day of    2017.

ON BEHALF OF  
THE NORTH BAY PUBLIC  
LIBRARY BOARD

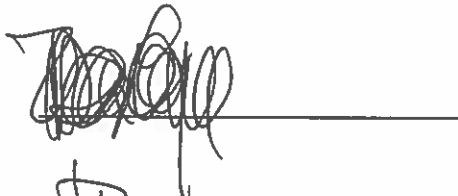
ON BEHALF OF  
CUPE LOCAL 122-2



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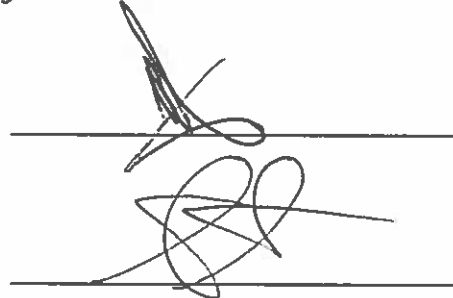


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Bourman



A handwritten signature in black ink, appearing to be a name, written over a horizontal line.

**LETTER OF UNDERSTANDING #4**  
**Between**  
**THE NORTH BAY PUBLIC LIBRARY BOARD**  
**and**  
**CUPE LOCAL 122-2**

**RE: INTERPRETATION OF ARTICLE 20.05 (B) OF THE COLLECTIVE AGREEMENT**  
**YEARLY VACATION SCHEDULE FOR DECEMBER 15-JANUARY 15**

This letter is to confirm the parties' agreement to the following:

- 1) A vacation schedule for the period December 15 to January 15 shall be posted during the period September 15 to October 31 in each year. (In order to facilitate planning of holidays, the parties have agreed to amend the posting dates as scheduled in Article 20.05 (b).) Employees shall be notified of the results by November 7, of each year.
- 2) When two or more employees are requesting to have the same vacation day the Department Head shall award the day in order of seniority.
- 3) 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.
- 4) When no one has taken vacation on a particular day, the list shall carry over from the previous year or years.
- 5) 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 during this period. The Employer agrees to facilitate this process whenever possible. The Employer further agrees to allow time off to a minimum of one staff member per shift.
- 6) In January of each year, the Union will compile and post a list indication the order in which employees will be considered for holidays on a day by day basis. The Union will change the list from time to time when employees change departments.

7) 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.

Signed at North Bay this      <sup>th</sup> of


2017.


ON BEHALF OF  
THE NORTH BAY PUBLIC  
LIBRARY BOARD

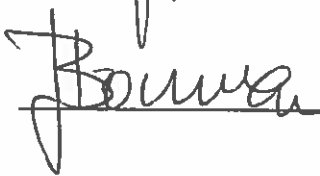
ON BEHALF OF  
CUPE LOCAL 122-2

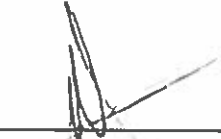
  
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