ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN

THE NORTHERN ONTARIO LIBRARY SERVICE BOARD
[Hereinafter referred to as the "Employer"]

PARTY OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4705
[Hereinafter referred to as the "Union"]

PARTY OF THE SECOND PART

Term: April 1, 2011 –March 31, 2015

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ARTICLE 1 - PURPOSE AND DEFINITIONS

1.01 It is the purpose of both Parties to this Agreement:

1. To establish mutually satisfactory relations between the Employer and the Union and provide settled and just conditions of employment.

2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.

3. To encourage efficiency in operations.

4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is agreed by the Parties hereto that every covenant, proviso and agreement shall ensure to the benefit of and be binding upon the Parties hereto, and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed and the feminine gender as if the masculine, as the case may be, were expressed.

1.03 The parties recognize the following definitions for purposes of this agreement

Working day	means any day other than Saturday, Sunday or a holiday outlined in Article 17 of this Collective Agreement.
Spouse	in this Collective Agreement will also mean persons in a common-law relationship and partners in a same sex relationship of longer than 2 years, subject to the availability of any benefits affected by this provision.
Grievance	within the terms of this agreement shall be defined as a difference arising between an employee, the Union or both and the Employer as to the interpretation, application, administration or alleged violation of the provisions of this Agreement.
General grievances	are differences arising directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement
Part-time employees	are employees regularly working 24 hours or less a week.

Temporary employees	are defined as employees who are hired by the Employer, with the agreement of the Union, for a specific task or time frame. Temporary employees are not covered by the provisions of the Collective Agreement.
Technological change	means any substantial change in equipment, and/or material used, or processes substantially different in nature, type or quantity from those previously utilized.
Training	practical instruction to acquire a particular skill related an individual's employment. This may include, but is not limited to, instruction in software and or in depth instruction of job-specific procedures.
Orientation	an introduction of a staff member to a new job/work environment. This may include, but is not limited to explanations regarding workspace and location of work tools, general information regarding duties and sharing of knowledge of organizational procedures.

ARTICLE 2 - EMPLOYER RIGHTS

2.01 The Union recognizes that the management and direction of working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:

(1) Maintain order, discipline and efficiency.

(2) Hire, lay off, classify, direct, transfer, promote; and for just cause to suspend, discipline, demote or discharge employees.

(3) Generally to manage the enterprises in which the Employer is engaged and without restricting the generality of the foregoing, to determine the work to be performed; the methods and processes to be employed; schedules of operation; and subject to the terms of this agreement; the content of jobs; the types and locations of equipment to be used; and the number of persons to be employed.

2.02 The Employer also has the right to make and alter from time to time rules and regulations to be observed by employees. When rules or regulations are instituted or altered, the Employer shall inform employees by either e-mail or hand delivered memorandum. It is understood that rules and regulations shall not be contrary to this Agreement.

2.03 It shall be the responsibility of each employee to notify the Manager of Business Resources or a designate within five (5) calendar days of any change in his/her address or telephone number.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01(1) The Employer recognizes the Canadian Union of Public Employees and its Local 4705 as the sole and exclusive bargaining agent for all employees save and except Managers, persons above the rank of Manager, and Executive Assistant and any such new management positions as may be created subject to 3.01(2)

3.01(2) New positions

All newly proposed positions will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the scope of this Agreement.

The Employer will consult the Union regarding the wage scale for newly created positions within the bargaining unit. New positions will be evaluated as per section 22.

3.02(1) Work of the bargaining unit

Employees outside the scope of this Agreement shall not perform the regular duties of the employees within the scope of the Agreement except for the purposes of instruction, experimentation, or during an immediate emergency. Employees outside the scope of this Agreement may be allowed to perform the duties of employees within the scope of the Agreement in other cases which shall be mutually agreed upon by the parties and which do not reduce the hours of work or pay of any employee.

3.02(2) The Employer will not voluntary participate in any program for the deployment of workers not paid by the Employer or programs of a similar nature unless mutually agreed upon between the Parties or legislated.

3.02(3) No bargaining unit work shall be assigned to summer students to the extent that it reduces the hours of work, negotiated wages or causes a lay-off or reduction of staff.

Prior to the commencement of employment by summer students the Employer shall notify the Union in writing, including the number of students, work locations and duties to be performed.

3.03 Right of Union representation

3.03(1) The Employer shall not bargain with or enter into any agreement with an employee or group of employees within the bargaining unit and no employee shall be required to make a written or verbal agreement with the Employer on matters relative to hours of work, wages and working conditions, promotions or any other matters covered by this Agreement.

3.03(2) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

3.03(3) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises after clearance by the Chief Executive Officer or designate in order to deal with any matters arising out of this Collective Agreement.

3.03(4) The Union will supply the Employer with the names of its Officers and the Employer will supply the Union with a list of its Supervisory Personnel with whom the Union may be required to transact business.

3.04(1) A Steward or Committee member shall not leave his/her regular duties in order to deal with any grievance or other Union business with the Employer without first obtaining permission of his/her Manager and the Manager of any employee to whom he/she wishes to speak.

3.04(2) Subject to the approval of the Chief Executive Officer or designate, representatives of the employees shall be granted necessary leaves of absence with pay during working hours to meet with supervisory personnel for the purpose of investigation, consideration and adjustment of grievances.

3.05 The Union will not nor will any employee engage in Union activities during working hours on the premises of the Employer, with the exception of the areas covered by the Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, intimidation or coercion practised by the Employer or the Union against any employee because of membership or non-membership in any lawful Union or because of age (as defined in the Ontario Human Rights Code), sex, sexual orientation, race, colour, religion or creed, marital status, family relationship, political affiliation, place of residence, ancestry, place of origin, ethnic origin, citizenship, record of offences, or disability.

4.02 Neither the Employer nor the Union condones the practice of harassment or violence in the workplace and they encourage employees to use existing policies and complaint procedures wherever possible to resolve incidents that may arise. A Bargaining Unit Employee who is a complainant, respondent or witness may have union representation if they choose. Notwithstanding these procedures it is recognized that any claim of harassment, may be referred by either party to the Ontario Human Rights Tribunal or Ministry of Labour.

ARTICLE 5 - UNION SECURITY

5.01 No person shall be required as a condition of employment to become or remain a member of the Union or any other organization.

5.02 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.03 Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names of employees from whose wages the deductions have been made. This list shall indicate additions or deletions of staff, promotions, demotions, changes of address and whether an employee is permanent, probationary, temporary or part-time.

5.04 The Employer shall include the amount of Union Dues paid by each Union member on the Income Tax [T-4] slips when prepared.

5.05 The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the Conditions of Employment as set out in the Article 5-Union Security.

5.06 On commencing employment, the employee's immediate manager shall introduce the new employee to his/her Union Steward or Representatives. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty [30] minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership. This interview shall be scheduled at a mutually agreed upon time, in consultation with the manager(s) of the employees involved.

5.07 A copy of the approved minutes of Board Meetings shall be mailed to the Secretary of the Local and the staff member who serves as Sectional Chair or President of the Local.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer and the Recording Secretary of the Union, or the Sectional Chair or President of the Local Union, with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer, or its designate and any employee in the Bargaining Unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union or his/her designate.

ARTICLE 7 - LABOUR MANAGEMENT MEETINGS

7.01 The Employer agrees that representatives of its Administration will meet with the Union during the term of this Collective Agreement at times mutually agreed to upon the request of either party to discuss problems arising with the administration of the Collective Agreement; and other matters which may further assist improvement in Management-Union relations.

The Employer will recognize a Labour-Management Committee consisting of not more than two employees from the Union and two representatives of the Employer. This committee will meet quarterly, and/or at any time deemed necessary, at a mutually agreeable time. The Union and the Employer will exchange agendas of matters for discussion seven calendar days before the date scheduled for the meeting of this Committee.

7.02 Employees shall not suffer any loss of pay for attending any meetings as specified in 7.01.

ARTICLE 8 - RESOLUTIONS & REPORTS OF THE EMPLOYER

8.01 Copies of all motions, resolutions, reports and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to:

1. be forwarded to the Union; and
2. be posted on all bulletin boards

ARTICLE 9 – GRIEVANCES AND ARBITRATION PROCEDURE

9.01 Any dispute arising over the interpretation of the terms of this Agreement shall be adjusted and settled in an orderly manner without interruption to services. Therefore, the employees agree that if any differences with the Employer occur during the time period of this

Agreement, the same will be dealt with under the Grievance Procedure hereinafter set forth under Article 9.

9.02(1) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance committee from members of Local 4705 who shall be employees of the Employer.

9.02(2) The Union shall send a list of the members of this committee to the Employer, and shall notify the Employer of any changes to the membership of this committee.

9.03(1) It is understood that an employee has no grievance until he/she has first given his/her immediate manager an opportunity to adjust his/her complaint. In discussing his/her complaint, the employee may be accompanied by a Steward.

9.03(2) An employee who is not satisfied with his/her immediate manager's response to his/her complaint may, within five working days, commence a formal written grievance at stage one of the grievance procedure.

9.03(3) Complaints and grievances shall be dealt with in the following manner, and all grievances must be in writing and bear the signature of the griever and may be submitted provided that no more than twenty (20) working days have elapsed since the occurrence of the alleged grievance.

9.04 STAGE ONE

The employee accompanied by a steward shall first take the written grievance to the employee's immediate manager. Any employee's grievance which is not settled by the employee's immediate manager within 5 working days of presentation may proceed to Stage Two.

9.05 STAGE TWO

If the Union Grievance Committee decides to proceed to Stage Two with the grievance, then one (1) member of the Union Grievance Committee shall within five working days after the receipt of the Stage One written reply, submit the written grievance to the Chief Executive Officer or designate. A meeting between the parties shall take place within ten (10) working days of receipt of the grievance. A written answer from the Chief Executive Officer or designate shall be given within five (5) working days of the meeting.

9.06 (1) It is agreed and understood by both parties hereto that grievances as a result of a job posting under Article 14, shall be initiated under Stage 2 of the Grievance Procedure.

9.06 (2) It is agreed and understood by the parties hereto that a grievance as a result of a policy and/or Board decision, which is alleged to be contrary to the provisions of the Collective Agreement, shall be initiated under Stage Two of the grievance procedure.

9.06 (3) Where a dispute involving a question of general application or interpretation of the Health and Safety provisions of this collective agreement occurs, it shall be subject to the grievance procedure and Step one of the grievance procedure may be bypassed.

9.06 (4) In cases where a Chief Executive Officer is also the immediate manager of the griever, and failing settlement of the complaint stage, the grievance shall be initiated under Stage Two of the grievance procedure.

9.07(1) General Grievances

It is understood there is no general grievance until the Chief Executive Officer or designate have had an opportunity to adjust the complaint. Such complaint shall be satisfactorily settled within five (5) working days following the date of receipt of the complaint or it may then be immediately implemented under Stage Two.

9.07(2) General grievances may be submitted in writing by either party and dealt with as a grievance commencing at Stage Two of the grievance procedure, after Section 9.07 (1) has been complied with.

9.07(3) Any grievance by the Employer or the Union as provided under Section 9.07 shall be filed within thirty (30) working days of the date of the occurrence.

9.08 Grievance of Discharge, Suspension or Discipline

An employee may be discharged, suspended or disciplined for just cause and if he/she believes they have been unjustifiably discharged, suspended or disciplined, he/she may have his/her grievance processed under the grievance procedure starting at Stage Two, if presented in writing within five (5) working days after the date of discharge, suspension or discipline. If a grievance should be settled finally in the griever's favour, reinstatement and pay adjustments shall be made at his/her regular basic rate (less amounts earned during time lost) for the hours per week or any other arrangement which is just and equitable in the opinion of the conferring parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

9.09 All grievance meetings shall be held in the City of Greater Sudbury.

9.10 Arbitration

9.10(1) Any grievance not settled at Stage Two may, before forty (40) working days have elapsed since the receipt of the written decision at Stage Two, be submitted by either party to Arbitration in accordance with Section 48 or Section 49 of The Ontario Labour Relations Act, R.S.O. 1995, and amendments.

9.10(2) When either party submits a grievance to arbitration, except by referral under section 49, it will notify the other party to the agreement of the referral by Registered Mail, indicating the name of its Nominee to the Arbitration Board. Within five (5) days thereafter, the other Party

shall answer by Registered Mail indicating the name and address of its Nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairperson.

If the recipient of the notice fails to appoint a Nominee to the Arbitration Board or if the Nominees fail to agree on a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

9.10(3) Except by referral in section 49 of the O.L.R.A, 1995 the parties may mutually agree to have a single arbitrator hear the matter in dispute instead of a three person board as outlined in 9.10(2). In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within thirty days or such time as agreed by the parties clause 9.10(2) shall be followed. The single arbitrator shall be bound by all clauses of article 9.10(5) in the same manner as a Board of Arbitration with the necessary changes being made.

9.10(4) Each of the parties to this Agreement shall bear the expenses of its nominee to an Arbitration Board. The expenses of the Chairperson of an Arbitration Board or a sole arbitrator and any cost of the place of hearing shall be shared equally between the parties.

9.10(5) The Sole Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of the majority shall be the decision of the board. An Arbitration Board or Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, however the Arbitration board or the Sole Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

9.10(6) In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the Parties, and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.

9.10(7) The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.

9.10(8) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An

arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

9.10(9) At any stage of the Grievance or Arbitration Procedure, the Parties shall have the assistance of the employee or employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring Parties of Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the Grievance.

9.10(10) All Arbitration Hearings shall be heard in the City of Greater Sudbury.

9.11 Extension of Time Limits

It is agreed and understood by both parties hereto that there shall be no extension to the time limits as outlined in the Grievance or Arbitration Procedure herein unless by mutual consent, which consent may not be arbitrarily or unreasonably withheld by either party to this agreement. Both parties agree that failure on the part of either party to request an extension to the time limits of a grievance procedure may lead to the determination that the grievance has been abandoned by the initiating party.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.01 Right to have a Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present at the interview.

A steward or Local Union Officer shall have the right to consult with a CUPE staff representative on behalf of an employee and also to have him/her present at any discussion with Supervisory Personnel which might be the basis of disciplinary action.

10.02 Both parties agree that an employee is considered innocent until proven guilty.

The Employee shall be notified in writing of any disciplinary action taken by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union.

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In any subsequent Grievance Proceedings or Arbitration Hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

10.03 The Employer shall notify an employee of dissatisfaction concerning his/her activities or of an investigation into his/her alleged misconduct which may reflect on his/her employment with the Employer within thirty (30) working days of the occurrence. Any notice of disciplinary action, with the exception of discipline imposed as a result of workplace harassment as defined in 4.02, shall be disregarded after twelve months provided that no further disciplinary action has been recorded.

ARTICLE 11 - PERSONNEL RECORDS

11.01 It shall be the right of each employee, upon sufficient notice and at reasonable intervals to have access to and review the contents of his/her personnel records in the presence of a Manager. Any disagreement to the accuracy of the information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. An employee shall have the right to make copies of any material contained in his/her personnel record. With the written permission of the employee, a representative of the local Union or the national Union shall also have the right of access to an employee's personnel file, including attendance records.

11.02 The personnel records of an employee, shall not be shared in any manner with any other Employer or agency without the prior written consent of the employee concerned except as required by law.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the length of continuous service in the bargaining unit on a bargaining unit wide basis, and shall include service with the Employer prior to the certification or recognition of the Union.
Therefore, the parties recognize:

(a) The right of the public to be served by qualified persons.
(b) The right of the employees to fair and just consideration for vacancies in light of their length of service and their qualifications.

Therefore, the parties agree:

In promotions, demotions, transfers, lay-offs and recalls, the following factors shall be considered:

(a) Knowledge, qualifications, efficiency and ability as contained in the job descriptions.
(b) Length of continuous service

12.02(1) The Employer shall maintain a seniority list showing the current classification and date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date and time of receipt of a written acceptance of the offer of employment. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in all offices in January of each year.

12.02(2) Protests in regard to the list mentioned in Clause 12.02 (1) above, must be submitted in writing to the Chief Executive Officer within twenty (20) working days from the date the list is posted. When proof of error is presented by the employee or his/her representative, such error will be corrected and when so corrected the agreed upon correction shall be final. No change in the seniority status of an employee shall be made unless agreed to by the Union except as provided for in 12.04 and 20.15 (2).

12.03 A newly-hired employee shall be on probation for 120 consecutive working days. The employee shall not take vacation or any approved leave, except for discretionary leave due to illness or bereavement leave, during their probationary term without the mutual consent of the Employer and the Union. A period equal to any vacation period, approved leave or sick leave shall be added to the probationary period. Probationary employees shall have all rights conferred by the agreement except to grieve their dismissal. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Seniority rights shall cease and employment will be terminated for any of the following reasons:

1. Voluntary resignation;
2. Discharge for just cause and not reinstated;
3. Failing to report for work within ten (10) working days after receipt of a notice by registered mail to return to work after a lay-off;
4. After a lay-off extending for a period of more than twelve (12) consecutive months for employees with less than five years' seniority and twenty-four (24) months for employees with five years seniority or more.
5. Absent without leave for any period in excess of five (5) consecutive working days.

12.05(1) No employee shall be transferred to a non-unionized position without his/her consent. If an employee is transferred to a non-unionized position, he/she shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of 60 working days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority and qualifications. Such return shall not result in the lay-off of an employee holding greater seniority.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 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.

13.02(1) It is agreed that once the Employer becomes aware that a lay-off may occur, the Employer will immediately notify the Union. As soon as practical after such notice, the parties shall meet to discuss alternatives to lay-offs including the feasibility of implementing early exit programs. Every effort shall be made by both parties to minimize the adverse effects of a lay-off.

13.02(2) Grievances concerning the implementation of the lay-off and recall clauses of this collective agreement shall be initiated at Stage 2 of the Grievance Procedure.

13.03 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided the employee exercising the right is qualified to perform the work of the employee with less seniority.

13.04 Employees shall be recalled in the order of their seniority.

13.05 New employees shall not be hired until those employees laid off and with seniority rights under 12.04 have been given an opportunity of recall in accordance with seniority. An employee must be qualified or be deemed by the Employer to have equivalent qualifications to perform the duties of the available position.

13.06 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

13.07 When an employee is to be laid off, he/she shall be allowed two (2) hours off during his/her last shift in order to attend any personnel or pay-related matters not yet settled.

13.08 Any employee transferred because of such a lay-off shall have up to 20 working days, exclusive of vacation, in which to prove his/her ability to perform the duties of this position. Any training during this period shall be provided at the Employer's expense. Each employee shall have one trial period in any one position to prove his/her ability.

ARTICLE 14 – JOB POSTINGS

14.01(1) All vacant regular positions and/or temporary positions which the Employer intends to fill and newly created positions within the coverage of this Agreement, shall be posted for a period of five (5) working days during which time permanent employees will have an

opportunity to apply for such positions before other categories of employees, non-bargaining unit employees or non-employees may apply.

The employer shall decide if the vacancy will be filled within ten (10) working days of when the vacancy occurs. If the vacancy is to be filled, the posting period shall begin within five (5) working days of the decision to fill the vacancy. A selection period of up to twenty (20) working days, if required, shall be allowed following the removal of the posting after which the name of the successful applicant, if any, shall be immediately posted for a period of five (5) working days after the successful applicant has been notified.

The placement of the successful candidate to a job posting shall be effective within ten (10) working days of posting of the name of the successful applicant unless, extended by mutual agreement of the parties.

14.01(2) Such job posting notice shall contain the following information: nature of position, and requirements as outlined in the job description including required knowledge and education, skills, hours of work, or salary rate or range.

14.01(3) The successful applicant shall be notified immediately following the conclusion of the selection process. He/she shall be given a trial period of sixty (60) working days, exclusive of vacation and other leaves, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory performance, the employee shall be declared permanent following completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

14.01(4) Upon the naming of a successful applicant to a posted position, the name of the successful applicant will be posted on all bulletin boards. The Employer shall, upon request, meet with an unsuccessful candidate to explain why they were not successful.

14.02 Outside advertisements for a vacancy shall be placed only after the internal posting procedure in article 14.01(1) has been complied with.

14.03 Both parties recognize:

The right of the employees to fair and just consideration for vacancies in light of their length of service and their qualifications.

(a) The right of the public to be served by qualified persons.

(b) The principle of promotion within the service of the Employer.

Therefore, in making staff changes, transfers or promotions, the provisions of Article 12.01 shall apply.

14.04 If a temporary vacancy occurs within the Bargaining Unit and this vacancy is filled with a Temporary Employee, the Employee shall be deemed to be a member of the Bargaining Unit for the length of their temporary employment, except that there shall be no right to grieve dismissal at the end of this temporary employment unless there is a bona fide allegation that such dismissal is discriminatory.

ARTICLE 15 - HOURS OF WORK

15.01(1) The normal hours of work for all full-time employees shall be a seventy (70) hour period coinciding with the regular pay period. Hours may be worked between 0730 and 1800 Monday to Friday inclusive.

Advisors

Notwithstanding the foregoing, where Advisors (except Technical Advisors) and Team Leads are required to work outside the office, hours may be worked between 0730 and 2200, Monday to Friday inclusive.

Technical Advisors

Notwithstanding –the foregoing, the hours of work for Technical Advisors shall be between 0730 and 2100, Monday to Friday inclusive, and 0830 to 1700, Saturday. Only one Technical Advisor will be required to be on-site during extended hours (i.e. 1630 to 2100 Monday to Friday and on Saturday). Where Technical Advisors are required to work outside the office, hours may be worked between 0730 and 2200, Monday to Friday inclusive.

(a) no more than eight (8) hours are worked per day;

(b) no more than five (5) consecutive hours are worked without at least a one-half (½) hour eating period;

(c) there are no more than two (2) work periods per day. Employees' time is flexible during a work period, with notification to the manager.

(d) seventy (70) hours are worked within the period and that no time is carried from period to period;

(e) at least one (1) employee from each unit in the bargaining unit may be required to be on duty in the Sudbury Office between 0830 and 1630 Monday to Friday inclusive.

(f) an employee reporting for work on his/her regular schedule of work and having to leave work or being sent home from work in the first half of the work period shall be paid one-half day at his/her regular rate, and an employee having to leave work or being sent home from work in the second half of the work period shall be paid a full day's pay at his/her regular rate of pay. The above shall not apply in discipline matters.

(g) work period is defined as the period from first reporting for work in any day to the eating break, or the period from the eating break to the final departure for the day.

(h) the Union agrees to inform its members of their obligation to ensure that the core hours including statutory meal breaks are properly staffed.

The hours of work provided for in the above article 15.01 (a-h) shall be implemented by mutual agreement between the employee and the employee's immediate manager. Failure to reach mutual agreement may result in the employee being scheduled to work the requested hours. The Employer agrees that its administration of flex-time shall not be conducted in an unreasonable or arbitrary manner.

15.01(2) An employee may be employed for fewer than seventy (70) hours in a pay period by agreement between the Union, on behalf of the employee, and the Employer.

Part-time employees shall advance on the pay grid and the seniority list based on the following:

1,820 hours equal to one year of service.

15.02 During any full shift of seven hours or more, an employee shall be entitled to two 15-minute breaks to be taken at the approximate mid-point of each half-shift as work flow may allow. For part-time employees working a period of more than 3 ½ hours, the rest break shall be taken at the approximate mid-point of the work period as work flow may allow.

15.03 Subject to the demands of client service, travel shall not be imposed nor shall travel plans be changed with less than 72 hours' notice.

15.04 Where client libraries are open on the Saturday of Easter weekend the Employer may at their discretion schedule one individual from amongst the Technology Advisor or Service Team Lead Technology and Innovation classifications to work on the Saturday provided that no one individual is required to work more than one Easter Saturday in each three year period.

ARTICLE 16 - OVERTIME

16.01(1) All time worked before 0730 and after 1800 Monday to Friday, or on a Paid Holiday, or after 70 hours of work in a pay period, as provided in this Agreement, shall be considered overtime.

All time worked by any employee covered by this agreement on weekends or after completing eight hours of work in a day, shall be considered overtime.

Advisors

Notwithstanding the foregoing, where Advisors, other than Technical Advisors, are required to work outside the office, all time worked before 0730 and after 2200 Monday to Friday inclusive, shall be considered overtime.

Technical Advisors

Notwithstanding the foregoing, overtime for Technical Advisors shall be incurred only for work in excess of eight hours in a day or in excess of 70 hours in a pay period. There shall be no pyramiding of premiums and Article 16.03 shall not apply in respect of the regularly scheduled hours on Saturday.

16.01(2) All overtime shall be pre-authorized in writing by a designated manager with the exception of unforeseen circumstances (i.e. weather, flight delays, etc.). In such unforeseen circumstances the employee will contact the office and leave a message with a manager when able to safely do so.

16.02 Overtime work after eight hours in any one day (Monday-Friday) shall be compensated for at the rate of time and one-half for the first three (3) hours of overtime and double time thereafter.

16.03 Compensation for Work on Saturday or Sunday
Work on any Saturday or Sunday shall be compensated by time in lieu calculated at the rate of double time.

16.04 Payment for or Supply of Meals

An employee required to work more than two hours overtime after a regular eight- hour shift, shall be provided with a meal or an allowance of $9.00 by the Employer. The Employer shall allow one half-hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional three hours of overtime. Effective 1 April 2009, increase amount to $10.00; effective 1 April 2010, increase amount to $11.00.

16.05 Lay off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

16.06 Overtime and call back time will be divided as equitably as possible among employees who are willing and qualified to perform the available work according to employee classification. This provision shall not apply to overtime necessitated by travel.

16.07 Overtime work will be on a voluntary basis unless operational requirements, in the opinion of the Employer, dictate otherwise. The Employer will keep overtime to a minimum and will supply the Union with a monthly list of all employees who have worked more than 12 hours a week overtime.

16.08 Overtime for Part-Time Employees

Notwithstanding Article 16, a part-time employee working fewer than 70 hours in a pay period shall be paid at straight time.

Any hours in excess of 70 hours in a pay period, or 8 hours in one day, and all work performed on a paid holiday, shall be at time and one-half.

All such time, whether overtime or straight time, shall be pre-authorized in writing by a manager.

16.09 There shall be no overtime worked in any operation while there are available employees on lay-off to perform the work. This provision shall not apply to overtime necessitated by travel.

16.10 a) A full time employee who is called in and required to work outside his/her working hours shall be compensated for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's scheduled hours and the work the employee is called in to do.

When the work called back for is completed, the employee shall be allowed to leave.

b) A part-time employee who is called in and required to work outside his/her scheduled working hours on a day he/she has already worked, shall be compensated for a minimum of three (3) hour whenever there is a break between the employee's scheduled hours and the work the employee is called in to do. This does not apply if a part time employee is asked to work additional hours on a day when he/she was not scheduled to work. Such compensation will be in accordance with Article 16.08.

When the work called back for is completed, the employee shall be allowed to leave.

16.11 Time Off in Lieu of Overtime

Overtime shall be given in time off at the overtime rate, to be taken at a time selected by mutual agreement of the employee and the Chief Executive Officer or designate. Such overtime may accrue to a maximum of seventy (70) hours at any time. All overtime shall be taken before the end of the fiscal year in which it was earned. If not the Employer will schedule the overtime to be taken prior to the end of June or will pay the overtime owing.

16.12 Conferences, conventions, training courses, seminars and workshops

a) Mandatory conferences, conventions, training courses, seminars and workshops whenever the Employer requires employees to attend mandatory conferences, conventions, training courses, seminars and workshops, such time spent on the conferences, conventions, seminars and workshops and time spent travelling to and from them will be considered to be time worked and will be paid at the appropriate rate of pay. Should the Employer require the employee to work more than 8 hours, overtime provisions will apply. Travel and subsistence shall be as per article 21.08.

b) Non-Mandatory conferences, conventions, training courses, seminars and workshops

Employees applying and receiving approval to attend non-mandatory, work related conferences, conventions, training courses, seminars or workshops will be reimbursed for travel and subsistence as per article 21.08. The Employer will pay partial or full registration as per the written application and approval. The employee will not suffer a loss of wages for any regularly scheduled hours they are in attendance at such conferences, training courses, seminars and workshops.

c) Conferences, conventions, training courses, seminars and workshops conducted by the Employer

When employees are in attendance at conferences, conventions, training courses, seminars and workshops conducted by the Employer, such time, will be treated as

per articles 15.01, 15.02 and the relevant overtime clauses in this collective agreement. Travel and subsistence shall be as per article 21.08.

16.13 Where an employee wishes to engage in work-related travel outside the normal work hours set out in Article 15, the employee shall obtain the approval of the employee's supervisor. Such travel at the request of the employee shall be compensated by time off in lieu at straight time and shall not be included in hours worked for purposes of overtime calculations.

ARTICLE 17 - PAID HOLIDAYS

17.01(1) The Employer recognizes the following as paid Holidays:

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

17.01(2) Employees will be granted their Birthday as a paid holiday. Should an employee's birthday fall on a day off or another paid holiday or during the employee's vacation, the employee will be granted another day off with pay scheduled at a mutually agreeable time.

17.02 When any of the above-noted Paid Holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following shall apply:

Paid Holiday	Falling on	Day off with Pay in Lieu
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Friday preceding
Boxing Day	Saturday or Sunday	Monday following

17.03 An employee who is not required to work on the above Paid Holidays shall receive holiday pay equal to one day's pay. An employee who is required to work shall be paid at the rate of time and one half plus his/her regular pay or another day off in lieu. In the case of Christmas or New Year's Day, the rate of pay shall be double time plus a day off in lieu.

17.04 An employee to qualify to be paid for a Holiday must work his/her shift before and after such holidays unless the said employee is on annual vacation, sick leave or absence with pay or excused from duty by a designated Manager.

ARTICLE 18 - VACATIONS

18.01(1) A full time employee shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

Employed for:

less than one (1) year
1 1/4 working days for each month and to receive pay at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation;

over one (1) year –
twenty (20) working days and to receive pay at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation;

over nine (9) years – (over seven (7) years effective April 1, 2013)
twenty-five (25) working days and to receive pay at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation;

over fifteen (15) years –
thirty (30) working days and to receive pay at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation

over twenty (20) years
thirty-five (35) working days and to receive pay at his/her basic rate in effect immediately prior to the commencement of his/her annual vacation

18.01(2) A Part-time employee shall receive an annual vacation with pay in accordance with the employee's years of service. Vacation time off for part-time employees will be pro-rated as a percentage of full time hours.

18.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed by the employee and the Chief Executive Officer or designate.

18.03(1) Employees terminating their employment with the Employer will be paid an amount to be calculated on a pro rata basis in accordance with their vacation entitlement, for that portion of their service not covered by previous vacation allowance. Such payment will accompany payment for the employees final pay period.

18.03(2) It is agreed that vacation entitlement is earned in the current fiscal year (April 1-March 31) and that employees are given vacation in advance which may not be fully earned until the end of the current fiscal year.

18.03(3) In any fiscal year an employee who is eligible for vacation with pay under Article 18 and leaves the services of the Employer, the Employer shall be entitled to recover from such employee the value of such vacation taken prior to actual entitlement.

18.04 On retirement an employee shall be entitled to the vacation or vacation pay earned at the last day of the month of retirement.

18.05(1) The principle of granting vacation shall be governed by seniority provided the employee submits a request for vacation:

(a) Prior to September 1 for the period October 1 to April 30 of the following calendar year.

(b) Prior to April 1 for the period May 1 to September 31 of each calendar year.

(c) Approval or non-approval for vacation shall be given no later than thirty days after either September 1 or April 1.

Approved vacation shall not be changed without the consent of the affected employees. Vacation priority shall be allocated on the basis of seniority within each section and according to overall operational requirements.

18.05(2) A maximum of ten (10) days vacation in any year may be carried over to the next year at the employee's discretion.

18.06 Subject to operational requirements, an employee shall receive his/her vacation entitlement in an unbroken period if she so requests. Vacation requests will not be unreasonably denied.

18.07 Where an employee qualified for sick, or any other approved leave during his/her period of vacation, and produces, in the case of sickness, a certificate from a licensed physician, there shall 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, by mutual agreement between the Employer and employee.

18.08 No employee shall be required to work during his/her scheduled vacation period. However, should an employee, if requested, agree to work during his/her scheduled vacation, he/she shall be paid at time and one half plus one day off for each day work was performed.

18.09 During the period of December 23rd to the following January 2nd inclusive no employee shall be scheduled by the Employer to work, except in emergency situations. Employees may use vacation time, lieu time or time off with no pay during this period. Notwithstanding

the foregoing, any employee who prefers to work during this period may do so; however, such time shall be at straight time.

During the period of December 23rd to the following January 2nd inclusive, members of the Technology and Innovation team may be scheduled to work between 1000 to 1800 hours with a one-half hour unpaid lunch period provided that client libraries are open. At least ten (10) working days before August 31st of each year, the Employer will inform all members of the Technology and Innovation team of the days the client libraries are open.

These employees shall be paid a premium of 25% of their regular straight time hourly rate for all hours worked except where required to work on a Paid Holiday and/or a Day Off With Pay In Lieu, in which case they shall be paid in accordance with Article 17.

ARTICLE 19 – BENEFIT PLANS AND SICK LEAVE

19.01 The Employer's sole obligation for health and welfare benefits shall be to pay 100% of the billed premium costs for all participating eligible permanent and probationary full-time employees and their eligible dependents for the following Plans:

(a) Employer Health Tax;

(b) Extended Health Care Plan, including a vision component providing $300.00 every 24 months and the cost of an eye examination every 24 months; (effective April 1, 2013 increase to $400.00).

(c) Dental Plan equivalent to former Blue Cross #9, 2008 ODA Fee Schedule, with 9 month recalls. The Employer agrees that should the ODA publish a fee schedule in 2009, 2010 and 2011, the coverage would be adjusted to the fee schedule; if a new fee schedule is not published, coverage would remain at the level of the last published fee schedule. (Increase to current ODA fee schedule effective April 1, 2013.)

(d) Group Life Insurance Plan (one and one-half) (1½) times basic annual earnings); Maximum of $100,000.

(e) Short-term Disability Income Plan providing 75% of basic weekly earnings, with a three (3) calendar day waiting period except in the case of hospitalization or accident where there is no waiting period, 26-week benefit period;

(f) Long-term Disability Income Plan providing 75% of basic salary up to a maximum of effective upon ratification, $4,000; effective 1 April 2009, $4,200; effective 1 April 2010 $4,500, subject to the non-evidence threshold of the insurance carrier, per month, two-year own occupation benefit, 26-week elimination period for illness or injury not occurring in the employ of another employer;

(g) The conditions of all benefits described under article 19 are governed by the terms and provisions of the master contract with the carrier and are not subject to grievance or arbitration except as to the payment of premiums. Should the Employer at any time move to any plan other than a premium based plan then the benefits described under Article 19 shall be subject to grievance or arbitration provisions of this Collective Agreement.

19.02 A full time employee exercising his/her retirement option at age fifty-five or older shall have extended health care and dental benefits paid for by the Employer until age sixty-five (65). Such benefits are governed by the contract with the carrier and subject to changes in the contract with the carrier or changes in carriers.

19.03 The Employer retains the right to change carriers at any time provided that the following conditions are met:

i) the benefits can not be less than those described in 19.01 in whole or in part; and

ii) the Union is provided a detailed listing of any amendments to the plan thirty(30) days prior to any changes taking place; and

iii) the Employer must meet with the Union at least thirty (30) days prior to the implementation of any changes to the plan taking effect.

19.04 Employees on leave of absence without pay in excess of three (3) continuous calendar weeks shall assume the total cost of premiums for the Benefit Plans under Article 19.01 for those months covered by the leave of absence without pay.

19.05 Where medical certification is requested by either the Employer or the Employer's fringe benefit carrier, the full cost of such medical certification will borne by the Employer.

19.06 The Employer agrees to make available to all employees and their dependants at no cost to the employee, the services of a comprehensive and confidential Employee Assistance Program for the life of the Collective Agreement the conditions of which are to be governed by the terms and conditions of the master contract with the carrier.

19.07 Part-time employees shall be paid a premium in lieu of health care benefits at the rate of fourteen percent (14%) of the base rate for the position for all non-overtime hours worked including annual vacation. Employees red circled as a result of job evaluation will remain

at the red circled rate until the combination of the base-rate plus premium exceeds the employee's current rate.

19.08 Costs of benefits described in this Article shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Short Term Disability as described in Article 19:01(e) and Long Term Disability as described in Article 19:02(f).

19.09 Absence due to illness must be reported before 1000 a.m. on the first day of absence and each subsequent day unless such absence has been pre-approved as the result of the acceptance of medical certification

19.10 Full-time employees may use discretionary leave days or annual vacation to maintain full pay during absence on weekly indemnity.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 The Union hereby acknowledges and agrees that when the Employer grants representatives of the employees leaves of absence during working hours for the purpose of negotiating a new Collective Agreement or amendments to or renewal of the present Collective Agreement, such leaves do not require the Employer to pay such representatives for the working hours concerned.

Representatives of the Union, to a maximum of three, shall not suffer any loss of pay or benefits for time - up to 21 hours per employee in any year - involved in negotiations with the Employer.

Employees shall request such leave of absence on the form provided by the Employer

20.02 Upon request to the Employer, an employee elected or appointed to represent the Union by attending a Union convention shall be allowed Leave of Absence without pay or benefits. The total number of employees who may be absent at one time under this clause shall be 2.

20.03 a. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay or benefits but without loss of seniority so that the employee may be a candidate in Federal, Provincial, or Municipal elections.

b. An employee who is elected to public office shall be allowed leave of absence without pay or benefits during his/her first term of Office. Seniority shall not accumulate during this period.

20.04 An employee elected or appointed to a Union position shall be granted an unpaid leave of absence. An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions as allowed in this Article and in Article 20.02. However, the Union shall reimburse the Employer for all pay received during the entire period of absence and for benefits received after two weeks such absence.

20.05(1) BEREAVEMENT LEAVE

An employee shall be granted up to a maximum of seven (7) regularly scheduled consecutive work days without loss of pay or benefits, in the case of death of the employee's spouse, common-law spouse or children.

20.05(2) In the case of the death of a member of the immediate family, permanent and probationary employees shall be permitted a maximum leave of absence with pay for five (5) consecutive working days which shall be taken immediately prior to, during or following the day of the funeral. Immediate family shall mean: father, step-father, mother, step-mother, brother, sister, step-son, step-daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents or grand-children. Bereavement leave of absence for the demise of members of the immediate family shall not be deducted from the employee's sick leave credits

20.05(3) Up to two (2) days of any bereavement leave provided for under Articles 20.05(1) and 20.05(2) may be deferred to a later date for purposes of attending to legal matters. Such deferral must be requested during bereavement leave.

20.06(1) After return to work, employees shall complete the Application for Bereavement Leave Pay Form, for consideration of payment for any bereavement leave by the Employer.

20.06(2) Bereavement leave shall be taken immediately prior to, during or following the day of the funeral. However, if burial occurs at a later date, the employee may reserve a part of his/her bereavement leave for the interment.

20.06(3) An employee shall be allowed up to four (4) hours leave with pay and without loss of seniority to attend a funeral.

20.06(4) Where an employee qualifies for bereavement leave during his/her period of vacation or discretionary leave, there shall be no deduction from vacation or discretionary leave credits for such occurrence. The period of vacation or discretionary leave so displaced shall be credited to the employee for future use.

20.07 DISCRETIONARY LEAVE

(a) Full-time employees shall be allowed up to 13 working days (effective April 1, 2013 increase to 15 working days, with a 5 day cap per incident) per year discretionary leave without loss of regular straight time earnings and without loss of benefits. A part-time

employee shall also be allowed discretionary leave, pro-rated according to the percentage of full-time equivalency that the part-time employee works.

(b) Such leave shall be taken at the discretion of the employee's manager having regard to the reason for the leave and the client-service requirements of the operation. Discretionary approval shall not be arbitrarily or unreasonably withheld.

(c) Discretionary leave may be used for:

i. Personal appointments,
ii. Family emergencies,
iii. Illness,
iv. Illness of a child,
v. Income replacement during the waiting period for weekly indemnity benefits,
vi. Flight cancellations or delays or road closures or other unforeseen delays caused by weather.

(d) Discretionary leave may not be used as additional vacation or to extend vacation.

(e) Discretionary leave shall not accumulate from year to year and shall have no value upon termination of employment.

(f) Up to three consecutive days may be used for those non-emergent matters which do not fall within 20.07 (c) such as out-of-town medical appointments, personal care of family members or like circumstances.

(g) Deduction from discretionary leave credits shall be on the following basis:

Full time employees
1 day deducted for each working day absent

one half day deducted for each one half day or more but less than one working day absent

no deduction for absence of less than one half working day.

Part-time employees

as per full-time employees pro-rated according to the percentage of full-time equivalency that the part-time employee works.

In the case of sickness no prior approval is needed.

20.08 Pregnancy/Parental Leave/Adoption Leave

Pregnancy/Parental Leave/Adoption Leave shall conform to the provisions of the Employment Standards Act, R.S.O. 2000 and amendments thereto; however it is agreed and understood that an employee returning to work after a Pregnancy/Parental Leave/Adoption Leave shall provide the Employer with a minimum two (2) weeks notice.

20.09 An employee entitled to Pregnancy/Parental Leave/Adoption Leave under this article, who provides the Employer with proof that the employee has applied for and is to receive Employment Insurance Benefits shall be paid a supplement in accordance with the SUB plan which is attached as Appendix C to this agreement, provided the employee has completed six months of active service.

20.10 An Employee on Pregnancy/Parental Leave/Adoption Leave shall not receive sick leave pay.

20.11 An Employee on Pregnancy/Parental Leave/ Adoption Leave shall continue to accrue annual vacation entitlement and seniority provided she/he returns to the employ of the Employer at the end of said leave

20.12 Maintenance of Benefits
Notwithstanding Article 19.04 the Employer will maintain benefits described in Article 19.01 during the period of Pregnancy/Parental Leave/Adoption Leave

20.14 Jury and Witness Duty Leave

20.14(1) Employees subpoenaed to act as jurors or witnesses in criminal or civil courts, including coroner's inquests, shall be granted leave of absence for such purpose.

20.14(2) An employee shall be entitled to the jury or witness duty fee or his/her full salary for the period, whichever is greater.

20.14(3) If the full salary for the period is greater than the jury or witness duty fee, then to receive his/her full salary, the employee must first remit to the Employer the full amount of his/her jury or witness duty fee for the same period.

20.14(4) The employee shall retain any travel expenses received in connection with jury or witness duty leave.

20.14(5) In the event an employee is subpoenaed to act as a juror or witness in criminal or civil court, including coroner's inquests, and being on approved vacation, such time spent as a juror or witness shall be reinstated for further use of the employee at a time mutually agreed between the employee and his/her immediate manager.

20.15(1) General Leave of Absence

Full-time Employees, at the discretion of the Employer, shall be granted a maximum of twelve (12) months leave of absence without pay. Permission must be obtained in writing from the Chief Executive Officer.

20.15(2) Unless an employee on leave of absence reports for duty on or before the expiration of such leave his/her name shall be taken from the seniority roster. If he/she returns to work thereafter, he/she shall rank as a new employee, provided however, that such leave may be extended by mutual consent of the Employer and the Union.

20.15(3) Leave of absence under this rule shall not be granted for the purpose of engaging in work outside the service of the Employer.

20.15(4) Any employee now serving or who hereafter is conscripted to serve in the Armed Forces shall, during his/her absence while on military service, be granted leave of absence.

20.15(5) Full-time Employees may apply for leave of absence for up twelve (12) months to attend to educational needs related to the Employer's business. Permission must be obtained at least three (3) months prior to the start of such leave in writing from the Chief Executive Officer. The Employer will continue paying benefits as per the Collective Agreement to employees on this education leave.

If the employee does not return at the end of such leave or voluntarily terminates his/ her employment within two years of returning from his/her leave of absence, he/she shall refund the cost of benefits on a pro rata basis.

20.16 Leave for Care and Nurturing

a) Emergency Leave

An employee may be granted leave without pay for any unforeseeable family emergency within their immediate family (parents, siblings, spouse or children), including illness, accident, hospitalization or family crisis. Such leave shall be no longer than two weeks and the Employer shall continue to pay the premiums for Health Care benefits as provided for under Article 20. Approval for such leave must be obtained from a manager as soon as possible after the employee becomes aware of the emergency. The total leave granted under this clause shall not exceed 6 months during an employee's total period of employment. Time spent on such leaves shall not be counted for pay increment purposes. Should the employee require an extension beyond the two week period, they may apply for leave under 20.16(b)

b) Long Term Leave

i) Subject to operational requirements, a full-time employee may be granted leave without pay for the personal care and/or nurturing of the employee's parents, siblings, spouse or children in accordance with the following conditions.

ii) An employee shall make a written request to the Employer as far in advance as possible but not less than four (4) weeks in advance of the date the leave commences. The Employer may waive this notice period in the case of an emergency leave as defined in 20.16(a). Such request will indicate the expected return date. Extensions may be requested no later than two weeks prior to the expected return date.

iii) Leave granted under this clause shall be for a minimum period of three (3) months, with the exception of extensions to emergency leave as defined in 20.16a)

iv) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment.

v) Time spent on such leave shall not be counted for pay increment or seniority purposes.

vi) There will be no benefits paid during this leave of absence and vacation shall not accrue.

vii) Leaves of absence under this clause shall not be granted for the purpose of engaging in work outside the service of the Employer.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay salaries and wages bi-weekly for the current pay period in accordance with Appendix "B" attached hereto and forming part of this Agreement. On each Pay Day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. The Employer may not make deductions from wages for salaries unless authorized by the employee, statute, court order, arbitration order or by this Agreement.

21.02 The Employer shall deposit pay into a bank, trust company or credit Union of the employee's choice.

21.03(1) Rate of Pay on Promotion or Reclassification
An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for this position for the time he/she performs that job.

21.03(2) The date of entry of promotion to the new classification shall become the anniversary date for application of the salary progression.

21.04 When, at the Employer's request, an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall be placed on the salary grade for that position, at a step which gives his/her an increase in salary. The employee shall qualify for any pay increments based on the length of service in the temporary assignment

21.05 Temporary Transfer Outside the Bargaining Unit
Where the higher position is a non - unionized position the employee shall be placed on the salary grid for non unionized employees at a step which gives him/her an increase in salary. The employee shall be deemed to be covered by Article 5 – Union Security during the period of temporary transfer and shall retain seniority as per 12.05(1)

21.06 No Lower Rate
When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced, unless the re-assignment is at the request of the employee.

21.07 An employee may, on giving at least two (2) pay period's notice, receive on the last pay day preceding commencement of his/her annual vacation, any net pay which may fall due during the period of vacation.

21.08 Travel & Subsistence
Travel and subsistence expenses for employee's travelling as part of their employment responsibilities, shall be reimbursed by the Board at the current rates adopted by the Employer.

21.09 Cash Shortages
An employee handling cash shall not be responsible for repayment of shortages, except in the case of criminal negligence.

21.10 The Employer, at its discretion, may pay the costs incurred by an employee in defending any legal proceeding brought against him/her in relation to the performance of his/her duties.

21.11 Employees who are required by their Manager to train other employees will be compensated at the rate of 10% above their basic rate for the period of time authorized for such training, except where such training is part of the employee's duties as outlined in their job description. Orientation to an individual doing the same duties shall not be considered "training".

21.12 The Employer agrees, where requested by an employee to deduct from each payroll and subsequently remit to a financial institution and or broker as requested by the employee a sum of money for the purpose of an RRSP contribution.

ARTICLE 22 - JOB EVALUATION

22.01 The provisions, which form the basis of the Joint Job Evaluation Plan, are contained in the Collective Agreement and the Job Evaluation Manual/Terms of Reference. The provisions of the manual shall apply as if set forth in full in the Collective Agreement. Matters related to dollars are covered in the collective agreement. Matters related to job evaluation are covered in the job evaluation manual.

22.02 The plan covers all jobs falling under the scope of the agreement

22.03 The Employer has and shall retain the exclusive right to decide what work is to be done and when to do it and accordingly, the Employer shall apply the Job Evaluation Plan to determine appropriate salary groups for the job.

The Employer shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Job Evaluation Manual.

All jobs processed under the Joint Job Evaluation Plan shall be designated a salary group in the salary schedule issued in conjunction with the collective agreement.

22.04 The Employer shall supply a copy of the Joint Job Evaluation Plan to each employee.

22.05 All jobs processed under the Joint Job Evaluation Plan shall be designated a salary group in the salary schedule issued in conjunction with the collective agreement.

22.06 The Union's role shall be to act on behalf of its members to insure that the Job Evaluation Plan is being properly applied.

In order to carry out this function the Union member(s) to the joint job evaluation committee shall work in liaison with the management representatives of the committee during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the collective agreement and the job evaluation manual.

The Union shall retain its right to participate jointly with the Employer in developing and modifying the plan.

22.07 Referees

The parties agree that the following method of dispute resolution will replace the process in place during the initial job evaluation process:

The Union executive and management shall each designate a referee who shall be experienced in job evaluation to whom disputes will be referred when the joint rating committee cannot reach unanimous agreement on matters involving the adequacy of job descriptions, specifications and/or interpretation or application of the manual and rating scale or when the committee cannot come to agreement on amendments to the Job Evaluation Plan. Such matters shall be referred to the referee stage within 30 calendar days of such failure.

The referees will make every effort to reach unanimous agreement as to the resolution of the dispute. Unanimous agreement by the referees shall be final and binding on the Union and management.

No person shall act as a referee who has any financial interest in the matters coming before him, or who is, or has been, an employee of OLS-North.

The Union will reimburse the referee appointed by the Union, and likewise, the Employer will reimburse the referee appointed by management.

When unanimous agreement cannot be reached by the referees, within 30 calendar days after a matter has been referred to them for resolution, they shall each prepare a written report setting out their respective positions and reasons therefore and submit copies to the CEO and Union President. Such unresolved matters may then be referred by either party, to arbitration for final decision within 20 working days of the receipt of the referee's written reports

When the referees achieve unanimous agreement, they shall communicate their decision, in writing, to the CEO and Union President. The Manager of Business Resources will send a copy of the referee's report to each member of the joint job evaluation committee. This information must be treated as confidential by the Committee until the decision has been communicated to the affected incumbent(s) and appropriate manager.

The referees shall not have the power to deal with any matter, not specifically referred to them as being in dispute; nor shall they have the power to make amendments to the manual unless specifically referred.

ARTICLE 23 - PENSION PLAN & BENEFIT STATEMENT

23.01 The Pension plan (s) established under the Canada Pension Plan Act and the Ontario Municipal Employees Retirement System Act be adopted by the Employer and the employees.

23.02 Pre-Retirement Counselling

Recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological and economic pressures and tensions of leaving the labour force, the Employer agrees to inaugurate, in consultation and cooperation with the Union, a Pre-Retirement Counselling Program. All staff have access to this counselling upon reaching the age of 50 years.

23.03 All employees shall be covered by the Worker's Safety Insurance Act Under this Act the Employer agrees to participate as a Schedule 1 Employer. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident.

23.04 The Employer shall provide and pay the premiums of a policy for Travel Insurance, including Common Carrier Coverage, in the amount of $100,000 for each employee required to travel on employment-related duties outside the city in which the OLS-North office they are assigned to is located.

23.05 An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety and Insurance Board Act shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and the rate of pay of his/her classification. If for any reason the employee's classification is eliminated the difference paid shall be in comparison to an equal classification. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

23.06 Continuation of Pay

In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Workplace Safety and Insurance Board as a deduction from gross income on the employee's Income Tax [T-4] form.

23.07 Continuation of Rights and Benefits

An Employee receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on WSIB, the Employer and employee shall continue to pay their share of all premiums for employee Benefit plans, including the Pension Plan, based on 100% of earnings for a maximum period of 24 months from the date of injury.

ARTICLE 24 - HEALTH & SAFETY

24.01 The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in any work for the Employer.

24.02 Union-Employer Health & Safety Committee

A Health & Safety Committee shall be established which is composed of two Union and two Employer members. The Health & Safety Committee shall hold meetings at least once every three (3) months or more frequently if an emergency situation warrants, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Chief Executive Officer and CUPE, Local 4705.

24.03 Health & Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

24.04 Disclosure of Information

The Employer shall provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

24.05 Safety & Health Reports, Records & Data

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous three (3) months. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workplace Safety and Insurance Board and other Government Departments and Agencies.

24.06 Right to Refuse or Stop Unsafe Work

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

24.07 An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay provided that such incident is reported to the Workplace Safety and Insurance Board.

24.08 The Employee shall report any workplace accident or illness to their Employer as soon as possible after the accident occurs or the employee becomes aware of the illness. The

Employer shall provide the injured worker and with the employee's written permission, the Local Union with a completed copy of the Workplace Safety and Insurance Board Form 7 - Employer's Report of Accidental Injury or Industrial Disease at the same time the form is submitted to WSIB.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 Where technological change occurs which will require either new classifications and/or increase in the number of employees in existing classifications the Employer agrees to post and subsequently fill these classifications as training opportunities. The successful applicants to these training opportunities will be entitled to acquire the necessary knowledge and/or skills through the provisions of Article 25.02

25.02 In the event of a technological change no additional employees shall be hired by the Employer until employees affected by the change, or employees on lay-off, have been notified of the proposed technological change and allowed a maximum six months training period to acquire the necessary knowledge and/or skill to retain their employment.

The Employer shall pay the full cost of training. During the six (6) month training period the Employee(s) involved shall suffer no loss of rights under the terms of the Collective Agreement

25.03 Every opportunity will be taken to alleviate the impact of change as it affects the employees.

25.04 Contracting Out

The Parties hereto agree that there shall be no restriction on contracting out by the Employer of its work or services of a kind now performed by employees or previously performed by or that which could be performed by employees herein represented. provided however that no permanent employee of the Employer shall as a direct result of such contracting out thereby loses employment be demoted or suffer a loss of negotiated basic wages and benefits. Whenever the Employer intends to contract out such work or services of an ongoing nature, the Employer shall provide the Union with at least thirty (30) calendar days notice in advance of the actual contracting out.

25.05 The Employer agrees that if, as a result of technological change and/or contracting out, any displacement of employees is anticipated as a result thereof, the Union will be provided with as much advance notification as possible.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Accommodation shall be provided for employees to have their meals and store their clothes.

26.02 The Employer shall provide bulletins boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.03 No staff member shall work from home.

ARTICLE 27 - PRESENT CONDITIONS & BENEFITS

27.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the remaining rights, privileges and obligations of the Parties contained in this Agreement remain in existence. In such an event this Agreement shall be re-opened for negotiation, if there is no agreement between the Parties on this issue, the matter shall be resolved by Arbitration.

27.02 Amalgamation, Regionalization & Merger Protection
In the event the Employer merges or amalgamates with any other body or becomes a new legal entity, the Employer endeavours to ensure that:

1) Employees shall be credited with all seniority rights with the new Employer.

2) All service credits relating to vacation with pay, pension benefits and any other benefits shall be recognized by the new Employer.

3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.

5) No employee shall suffer a loss of employment as a result of a merger, amalgamation regionalization or the creation of a new legal entity.

6) Preference in location of employment in the merged organization shall be on the basis of existing location as the primary factor and then seniority.

7) The Canadian Union of Public Employees shall be granted voluntary recognition as the Bargaining Agent for all employees of the new Employer.

27.03 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement, shall remain in effect and shall be deemed to be part of this Agreement and shall be appended hereto.

ARTICLE 28 - TERMS OF AGREEMENT

28.01(1) This Agreement shall be binding and remain in effect until 31 March 2015 and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement in accordance with Clause 28.03 (1) then it shall continue in effect for a further year without change and so on from year to year thereafter.

28.01(2) The Employer recognizes that the employees bargaining rights date from 1 December 1987.

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

28.03(1) Either party desiring to propose changes to this Agreement shall within the one hundred and fifty (150) days prior to the termination date give notice in writing to the other Party.

28.03(2) If notice of amendments or termination is given by either party pursuant to Article 28.03 (1), the other party if requested to do so, agrees to meet for the purpose of negotiations within 20 calendar days from receipt of the said notice, provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the 20 calendar day period.

28.04 Retroactive Pay for Terminated Employees
An employee who has terminated his/her employment before the signing of this Agreement shall receive the full retroactivity of any increase in wages or salaries.

28.05 Changes in this Agreement shall not be adjusted retroactively unless specified herein.

For the employer

For the Union

NORTHERN ONTARIO LIBRARY SERVICE BOARD

APPENDIX A
GRADE AND POSITIONS

GRADE	POINTS	POSITION
1	150 - 250	
2	251 – 350	
3	351 – 450	
4	451 – 550	
5	551 - 650	Finance and Purchasing Assistant Finance and Payroll Assistant
6	651 – 750	First Nations Skills Development Advisor First Nations Capacity Building Advisor Capacity Building Advisor Skills Development Advisor Technology Advisor
7	751 – 850	Service Team Lead Skills Development Service Team Lead Capacity Building Service Team Lead Technology and Innovation

ALL POSITIONS ARE CURRENTLY INTERIM RATED

APPENDIX B

(a) (i) **Salary Scale – Local 4705**

Salary Scale - Local 4705

01-Apr-11

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7 Points: 751-850	32.00 2,239.82 58,235.27	33.20 2,324.07 60,425.82	34.47 2,412.61 62,727.76	35.76 2,503.28 65,085.38	37.12 2,598.25 67,554.40
6 Points: 651-750	28.60 2,002.06 52,053.46	29.69 2,078.45 54,039.80	30.81 2,156.99 56,081.84	32.00 2,239.82 58,235.27	33.20 2,324.07 60,425.82
5 Points: 551-650	25.20 1,764.29 45,871.64	26.16 1,831.41 47,616.66	27.14 1,899.95 49,398.80	28.19 1,973.50 51,310.90	29.26 2,048.47 53,260.12
4 Points: 451-550	21.81 1,526.53 39,689.83	22.66 1,586.51 41,249.21	23.51 1,645.77 42,790.02	24.41 1,708.60 44,423.65	25.35 1,774.29 46,131.54
3 Points: 351-450	18.40 1,288.06 33,489.46	19.11 1,338.04 34,788.94	19.85 1,389.44 36,125.54	20.60 1,442.28 37,499.28	21.38 1,496.54 38,910.14
2 Points: 251-350	15.03 1,052.44 27,363.34	15.60 1,091.71 28,384.36	16.19 1,133.12 29,461.07	16.81 1,176.67 30,593.47	17.46 1,222.37 31,781.57
1 Points: 150-250	13.50				

a) (ii) **Salary Scale – Local 4705**

Salary Scale - Local 4705

01-Apr-12

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7 Points: 751-850	32.00 2,239.82 58,235.27	33.20 2,324.07 60,425.82	34.47 2,412.61 62,727.76	35.76 2,503.28 65,085.38	37.12 2,598.25 67,554.40
6 Points: 651-750	28.60 2,002.06 52,053.46	29.69 2,078.45 54,039.80	30.81 2,156.99 56,081.84	32.00 2,239.82 58,235.27	33.20 2,324.07 60,425.82
5 Points: 551-650	25.20 1,764.29 45,871.64	26.16 1,831.41 47,616.66	27.14 1,899.95 49,398.80	28.19 1,973.50 51,310.90	29.26 2,048.47 53,260.12
4 Points: 451-550	21.81 1,526.53 39,689.83	22.66 1,586.51 41,249.21	23.51 1,645.77 42,790.02	24.41 1,708.60 44,423.65	25.35 1,774.29 46,131.54
3 Points: 351-450	18.40 1,288.06 33,489.46	19.11 1,338.04 34,788.94	19.85 1,389.44 36,125.54	20.60 1,442.28 37,499.28	21.38 1,496.54 38,910.14
2 Points: 251-350	15.03 1,052.44 27,363.34	15.60 1,091.71 28,384.36	16.19 1,133.12 29,461.07	16.81 1,176.67 30,593.47	17.46 1,222.37 31,781.57
1 Points: 150-250	13.50				

(a) (iii) **Salary Scale – Local 4705**

Salary Scale - Local 4705

01-Apr-13

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7 Points: 751-850	32.96 2,307.20 59,987.20	34.20 2,394.00 62,244.00	35.50 2,485.00 64,610.00	36.83 2,578.10 67,030.60	38.23 2,676.10 69,578.60
6 Points: 651-750	29.46 2,062.20 53,617.20	30.58 2,140.60 55,655.60	31.73 2,221.10 57,748.60	32.96 2,307.20 59,987.20	34.20 2,394.00 62,244.00
5 Points: 551-650	25.96 1,817.20 47,247.20	26.94 1,885.80 49,030.80	27.95 1,956.50 50,869.00	29.04 2,032.80 52,852.80	30.14 2,109.80 54,854.80
4 Points: 451-550	22.46 1,572.20 40,877.20	23.34 1,633.80 42,478.80	24.22 1,695.40 44,080.40	25.14 1,759.80 45,754.80	26.11 1,827.70 47,520.20
3 Points: 351-450	18.95 1,326.50 34,489.00	19.68 1,377.60 35,817.60	20.45 1,431.50 37,219.00	21.22 1,485.40 38,620.40	22.02 1,541.40 40,076.40
2 Points: 251-350	15.48 1,083.60 28,173.60	16.07 1,124.90 29,247.40	16.68 1,167.60 30,357.60	17.31 1,211.70 31,504.20	17.98 1,258.60 32,723.60
1 Points: 150-250	13.91				

(a) (iv) **Salary Scale – Local 4705**

Salary Scale - Local 4705

01-Apr-14

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7 Points: 751-850	33.78 2,364.60 61,479.60	35.06 2,454.20 63,809.20	36.39 2,547.30 66,229.80	37.75 2,642.50 68,705.00	39.19 2,743.30 71,325.80
6 Points: 651-750	30.20 2,114.00 54,964.00	31.34 2,193.80 57,038.80	32.52 2,276.40 59,186.40	33.78 2,364.60 61,479.60	35.06 2,454.20 63,809.20
5 Points: 551-650	26.61 1,862.70 48,430.20	27.61 1,932.70 50,250.20	28.65 2,005.50 52,143.00	29.77 2,083.90 54,181.40	30.89 2,162.30 56,219.80
4 Points: 451-550	23.02 1,611.40 41,896.40	23.92 1,674.40 43,534.40	24.83 1,738.10 45,190.60	25.77 1,803.90 46,901.40	26.76 1,873.20 48,703.20
3 Points: 351-450	19.42 1,359.40 35,344.40	20.17 1,411.90 36,709.40	20.96 1,467.20 38,147.20	21.75 1,522.50 39,585.00	22.57 1,579.90 41,077.40
2 Points: 251-350	15.87 1,110.90 28,883.40	16.47 1,152.90 29,975.40	17.10 1,197.00 31,122.00	17.74 1,241.80 32,286.80	18.43 1,290.10 33,542.60
1 Points: 150-250	14.26				

b) Employees who are on the payroll at the time of ratification will be paid a lump sum of $700.00 within thirty (30) days of ratification of the collective agreement. A further $700.00 lump sum shall be paid to each employee who is on the payroll on April 1st, 2012 by the first of May 2012.

APPENDIX C

Supplemental Unemployment Benefits (Sub) plan
Between
The Northern Ontario Library Service Board
And
Canadian Union of Public Employees Local 4705

1. The following group of employees is covered by the plan: Employees of the Northern Ontario Library Service Board including those who are members of CUPE, Local #4705.

2. The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy/adoption or parental leave.

3. Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan by providing benefit stubs to the Employer.

   SUB is payable for the period during which an employee is in receipt of EI.

4. The benefit level paid under this plan is the difference between the employee's weekly rate of Employment Insurance benefits and 75% of the employee's regular weekly earnings and in no case will the combined weekly rate of the E.I. Benefit and SUB payments exceed 95% of the employee's normal weekly earnings.

5. The sub-benefit will be paid for: 15 weeks – (pregnancy leave)
   15 weeks – (parental/adoption leave)

6. The plan is financed by the Employer's general revenues.

   SUB payments will be kept separate from payroll records.

7. The plan is in effect for the term of the current Collective Agreement.

8. The Employer will inform Human Resources Development Canada in writing of any changes to the plan within thirty (30) days of the effective date of the change.

9. Employees do not have a right to SUB payments except for the supplementation of EI benefits for the unemployment period as specified in the plan.

10. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

11. The Employer's Revenue Canada Taxation registration numbers are: 107798217RP0001 and 107798217RP0002.

APPENDIX D

Letter of Understanding

Between

The Northern Ontario Library Service Board (The Employer)

and

CUPE and its Local #4705

Re: OLA Membership

The Employer and Union agree that the career development of professional staff is a shared responsibility. The Employer will from April 1, 2011 to March 31, 2015 reimburse any employee who purchases a membership with the Ontario Library Association for 50% of the costs of the membership. It is understood that any employee requesting to attend the Ontario Library Association Conference during this time, must purchase an OLA membership

For the employer

Anne Langevin

For the Union

K Hustle

C Stagnes

K. Crawford

APPENDIX E

MODIFIED WORK PROGRAM

BETWEEN

ONTARIO LIBRARY SERVICE - NORTH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 4705

STATEMENT OF POLICY

It is the policy of the Ontario Library Service - North to return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major **duties** of their own or another classification. Further, it is the policy of the CUPE Local 4705 to encourage those employees identified by the program to actively participate in rehabilitative employment and to fully cooperate with the procedures of the program as outlined herein. The parties agree to consult throughout, in all aspects in respect to the implementation of this program.

It is also agreed that employees participating in the modified work program have the right to Union representation at any time.

OBJECTIVES

The objectives of the Modified Work Program are:

1. To provide for early vocational/medical rehabilitation and progressive reintegration into the workplace, until the disabled employee is capable of returning to the employee's regular position.

2. To provide suitable gainful employment for workers who are permanently disabled

3. To minimize the length of injury and illness related absences.

ELIGIBILITY

The provisions of this Modified Work Program apply to permanent employees who are off work because of injury or illness. These workers may be in receipt of Workplace Safety and Insurance Board Benefits, or

receiving Weekly Indemnity or Long Term Disability Benefits. In order to be eligible for the Modified Work Program, the employee must have been declared suitable for modified employment by:

1. The treating physician; and/or
2. Workplace Safety and Insurance Board; and/or
3. Long Term Disability carrier

DEFINITIONS

A. Accommodated Pre-Injury Job - The pre-injury job that has been modified to enable the injured worker to perform the essential duties of the job.

B. Accommodation - The Employer's obligation to meet the needs of disabled employees, subject to the limitation of undue hardship.

C. Comparable Job - Any job that is comparable to the pre-injury job in the following areas; duties, working conditions, working environment, hours of work, skill, effort, responsibility, rights, privileges, advancement opportunities, vocational qualifications and wages.

D. Essential Duties - Those duties vitally necessary to produce a job outcome.

E. Permanent Modified Work - Is any job, task, function or combination thereof that a worker who suffers a permanent disability or diminished capacity, may perform safely, without risk of re-injury or exacerbation of the existing injury on a permanent basis.

F. Suitable Job - Any available job which the injured worker has the necessary skills to perform, is medically able to perform, and which does not pose a health and safety hazard to the worker or any other co-worker.

G. Temporary Modified Work - Is any job, task, function or combination thereof that a worker who suffers a partial disability or diminished capacity, may perform safely without risk or re-injury or exacerbation of the existing injury for a specified period of time not normally exceeding eight (8.) weeks.

H. Transitional Work Program - An individual program that facilitates a gradual transition from disability to the eventual vocational objective, that being a return to the pre-injury job. Over the duration of the program, the worker will gradually increase his/her hours of work and work demands in order to readjust to the employment

MODIFIED WORK PROGRAM TEAM (MWP TEAM)

In order to ensure that all interests are taken into consideration and a successful rehabilitation plan is developed, a team approach will be utilized. Although the specific individuals in each case may vary, the MWP Team will consist of the following participants:

Participants

1. Disabled Worker
2. Employer Representative(s)
3. Union Representative
4.. Rehabilitation Caseworker from WSIB or LTD carrier, when appropriate

RESPONSIBILITIES

Disabled Worker

1. Promptly report all injuries and illnesses.

2. Obtain medical aid immediately and continue medical rehabilitation as necessary to recover and ensure an early and safe return to work.

3. Return the completed physician's form immediately following the initial assessment, where practical, to the appropriate Employer representative who will note any restrictions.

4. Contact the appropriate Employer representative on a regular basis after having seen his/her physician with regard to the illness or injury that is making him/her unable to work.

5. Maintain regular contact with the appropriate Employer representative, and, if applicable, WSIB or LTD carrier representative.

6. Participate in exploring alternative or modified work opportunities and developing a rehabilitation plan, in consultation with his/her Union representative

Employer Representative

1. Facilitate an early return to work following an injury or illness.

2. Obtain confirmation regarding the employee's medical condition, restrictions and progress as provided by WSIB or LTD carrier and the employee's physician.

3. Co-ordinate MWP Team meetings to discuss the disabled worker's abilities and employment alternatives.

4. Modify the work or workplace as necessary to accommodate the disabled worker's restrictions, subject to the limitations of undue hardship.

5. Provide an on-the-job period of transitional employment for the returning worker, as necessary, subject to the limitations of undue hardship.

6. Provide training, for the modified work as required.

7. Monitor the disabled worker's performance and progress in relation to the physical abilities or limitations.

8. Ensure that no tasks are being assigned other than those in accordance with the restrictions on the assessment form.

9. Relate progress evaluation and concerns regarding the assigned work to the MWP Team.

10. Act as liaison between employee, physician, supervisor and WSIB or LTD carrier.

UNION REPRESENTATIVE

1. Provide support, encouragement and direction to the disabled worker where appropriate.

2. Work collaboratively with all members of the MWP Team to facilitate a speedy and successful return to work.

3. Act as a liaison between employee, Employer, physician, supervisor, the Workplace Safety and Insurance Board, and Weekly Indemnity/Long Term Disability carrier.

MODIFIED WORK TEAM

1. If there is disagreement about the medical evidence which has been presented, then the Modified Work Team may request a third party medical.

2. The modified work team for the department involved will meet before or on the first day of modified work, to clarify the modified work duties and the employee's limitations. The team will see that all supervisors in the department in question receive in writing a list of the employees restrictions so that no unsuitable work will be inadvertently be assigned.

3. When there is a disagreement about the rate being paid to an employee who is performing modified work, the Modified Work Team will attempt to mediate the dispute.

WSIB or LTD REPRESENTATIVE

1. Within 45 days after notice of injury is filed, a WSIB Vocational Rehabilitation Worker will contact the worker.

2. Written results of assessments will be provided to the disabled worker and the Employer. Any Vocational Rehabilitation Program will be developed in conjunction with the Modified Work Program Team.

Role of the Employee's Health Practitioner

1. Assess the disabled worker's capabilities and limitations to determine if he/she is able to work and if so, with what restrictions and prognosis for recovery.

2. Provide regular follow-up assessment of the disabled worker's physical capabilities and progress.

3. Support the modified work program as a viable rehabilitation process.

CONDITIONS OF MODIFIED WORK EMPLOYMENT

1. While participating in a temporary modified work program, the employee will receive the employee's regular straight time hourly rate for all hours actually worked and, if working less than a full shift and receiving income benefit from the insurance carrier, shall receive a top-up of amounts received to their regular pay.

2. **Duration**

   (a) Temporary Rehabilitation Assignment will normally be considered if the medical report indicates that the employee will be disabled from performing his/her normal duties for a period of eight weeks or less and will be able to resume normal duties at the completion of the rehabilitation period.

   (b) Extension of the eight week temporary rehabilitation assignment requires a written recommendation from a physician and the approval of MWP Team, including concurrence of the Rehabilitation Caseworker where applicable.

3. It may be necessary for the worker to accept a change in department, occupation or shift, to provide necessary accommodation.

4. The Employer will absorb the cost of physician fees related to providing any required documentation for participation in the Modified Work Program.

5. Employees who are relocated on a permanent basis, due to injury or illness, will be paid at the rate of the new position.

PROCEDURES

TEMPORARY MODIFIED WORK

1. In cases where the worker suffers an occupational injury that requires medical treatment, the supervisor will complete an injury report, and provide the worker with a form to be completed by the physician.

2. The employee's physician should complete a report indicating the physical limitations, expected length of disability and the suitability for modified work.

3. The physician's report should be returned to the Employer immediately after the appointment, where practicable.

4. When an employee who is off work for an extended period of time is ready to contemplate a return to work, he/she shall be asked to meet with the modified work team to discuss possible work assignments.

5. On receipt of the information from the treating physician or WSIB that the worker is fit for temporary modified duties for a period of two weeks or less, the Employer will contact the worker's regular department to determine if the worker can be accommodated within his/her regular classification.

6. If the period of modified duties is longer than two weeks, a process involving participants of the MWP Team will be initiated to develop a rehabilitation plan.

   (a) Job Modification - The initial step will be to modify the regular job (and when necessary the workplace), gradually increasing the activity over a period of up to eight weeks. Consideration will also be given to modifying the duration of hours and work schedule, if appropriate.

   (b) (i) If the Department is not able to modify the regular job, attempts will be made to reassign the worker to temporary modified work within the same department. The plan will be developed to gradually return the worker to his/her regular position within an eight week period (Transitional Work Program).

   (ii) If a reassignment is not possible within the department, then consideration will be given to other areas within OLS - North.

7. Designated members of the MWP Team will meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed.

8. Any changes to the rehabilitation plan must be approved by the MWP Team.

9. A worker who is capable of returning to his/her regular duties must provide medical authorization from the treating physician.

10. Once the modified work assignment has ended, or earlier if the worker is medically certified to perform full duties, he/she will return to the regular job.

PERMANENT MODIFIED WORK

1. On receipt of information from the treating physician, or from WSIB, that the worker is fit for permanent modified duties, the MWP Team will be involved in establishing a Vocational Rehabilitation Plan

2. The MWP Team will undertake a review of the worker's pre-injury job to determine if he/she is capable of performing the essential duties of the job. If not, the committee will evaluate the available accommodation options based on the following steps: -

   (a) Accommodated Pre-injury Job - Consider whether the job can be permanently modified to accommodate the worker and allow him/her to perform the essential duties of the job.

   (b) Alternative Comparable Job - Consider alternative comparable jobs in which the worker is medically capable of performing the essential duties, with or without accommodation (see definition of Comparable Work).

   (c) Suitable Job Within the Bargaining Unit - The MWP Team will review and consider all available jobs in which the worker is physically capable of performing the essential duties, with or without accommodation. These jobs will not be comparable (in nature and responsibility) to the pre-injury job; however, the worker will be paid the wage rate of the new job.

   (d) Alternative Comparable Job Outside the Bargaining Unit

   (e) Suitable Job Outside the Bargaining Group

3. In arriving at a suitable accommodation, both the Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code. Consideration will be given to the Commission's Guidelines for Assessing Accommodation Requirements for Persons with Disabilities.

4. Once an appropriate available job has been located and agreed to by the MWP Team, a Vocational Rehabilitation Plan will be developed in conjunction with the WSIB caseworker, if involved.

5. In order for the disabled worker to be considered for the job, he/she must possess or be willing to acquire the required qualification within a period of time as determined by the MWP Team, such period not to exceed three (3) months.

6. A regular follow-up schedule with designated MWP Team members will be developed to monitor the disabled worker's physical condition and ability to perform the job. Once the MWP Team has determined that the physical condition and ability of the disabled worker to perform the job is satisfactory the MWP Team's obligation to monitor shall cease .

7. Any changes to the job duties or the extent of the accommodation must be approved by all members of the MWP Team.

8. Subject to points #5 and #6 above, should a disabled worker be found to have sufficiently recovered to the extent that the worker can perform the essential duties of their pre-accommodation job, the worker shall be returned to that job or if none exists a comparable job.

9. The worker will be paid at the wage rate assigned to that particular job.

10. In all cases the injured worker will continue to accumulate seniority at the normal pre-injury rate.

11. Workers required to transfer from their pre-injury Local Union and Bargaining Unit to another Local Union and/or Bargaining Unit as a result of Permanent Modified Work, shall carry with them all accrued seniority and service credits.

APPENDIX F

PREPAID LEAVE PROGRAM

BETWEEN

ONTARIO LIBRARY SERVICE – NORTH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #4705

The Employer agrees to introduce a Pre-paid Leave Program (hereinafter known as the Program), funded solely by the participating employee, subject to the following terms and conditions:

1. The Program is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

2. The employee must make written application to the Chief Executive Officer at least (6) months prior to the intended commencement of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

3. Written applications will be reviewed by the Chief Executive Officer or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority. In the event that two or more applications of similar priority are received for the same period, approval shall be on the basis of seniority.

4. No more than one (1) employee shall be absent at any one time and, therefore no two (2) or more applications shall be approved for the same year. The year for the purposes of the Program shall be from April 1 of one year to March 31 of the succeeding year of such other twelve (12) month period as may be agreed by the employee, the Union and the Employer.

5. During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and be held for the employee and shall not be accessible to him/her until the year of the leave or upon withdrawal from the Program.

6. The manner in which the deferred salary is held shall be at the discretion of the Employer.

7. All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed between the Employer and the Employee.

8. All benefits shall be kept whole during the four (4) years of salary deferral. During the year of leave, seniority will accumulate for all purposes. The employee where applicable shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions in OMERS will be as from time to time required by that Plan. The employee will not be eligible to participate in the disability income program during the year of leave.

9. The employee may withdraw from the Program at any time during the deferred portion provided three (3) months' notice is given to the Chief Executive Officer. Deferred salary, plus accrued interest, if any, will be returned to the employee at the end of the three (3) month notice period.

10. If the employee terminates employment for any reason, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the employee no later than the end of the second pay period following the termination. In the case of an employee's death, the funds will be paid to the employee's estate.

11. The Employer may try to find a temporary replacement for an employee during the year of leave as far in advance as is practice.

12. At the end of the leave the employee will be reinstated to his/her former position unless that position has been discontinued in which case he/she shall exercise his/her seniority rights pursuant to the terms of the Collective Agreement.

13. Final approval for entry into the Program will be subject to the employee and the Employer entering into a formal agreement in order to authorize the Employee to make appropriate deductions from the employee's pay. Such agreement will include:

    a) A statement that the employee is entering the pre-paid leave program in accordance with Pre-paid Leave Program provisions of the Collective Agreement.
    b) The period of salary deferral and the dates of the leave period which is requested.
    c) The manner in which the deferred salary is to be held.
    d) The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

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WSIB, Workplace and Safety Insurance Board