

LIBRARY BOARD
Special Meeting
Monday, July 27, 2023 – 4:00 P.M.
VIA ZOOM
AGENDA



1. Call to Order
 - 1.1 Excused Absence
2. Declaration of Conflict of Interest
3. Approval of Agenda
4. Contract Ratification
 - 4.1 CUPE Local 67 Library Group (Full-time)
5. New Business
 - 5.1
6. Board meetings
 - 6.1 Regular Meeting September 25, 2023
7. Adjournment



Sault Ste. Marie Public Library

"One stop....endless possibilities"

SPECIAL MEETING AGENDA ITEM: 4

TO: LIBRARY BOARD
FROM: MATTHEW MACDONALD, CEO
SUBJECT: CUPE LOCAL 67 LIBRARY GROUP (FULL-TIME)
DATE: JULY 27, 2023

PURPOSE

For the Board to ratify the negotiated agreement between CUPE Local 67 Full-time Library Group and the Board.

PROVIDED

- Memorandum of Settlement, June 29, 2023

NEGOTIATIONS

Negotiations successfully concluded with the Full-time unit on June 29, 2023. Salary rate increases were within the Board's mandate. All changes to language are recorded in the MOS under Appendix 1.

The term of the agreement is for 5 years, from February 1, 2023 to January 31, 2028.

MOTION

Be it resolved that the Sault Ste. Marie Public Library ratify the Memorandum of Settlement of the Collective Agreement between the Sault Ste. Marie Public Library Board and CUPE Local 67 Full-time Library Group dated June 29, 2023.

Respectfully submitted,
Matthew MacDonald, CEO

MEMORANDUM OF SETTLEMENT

THE SAULT STE. MARIE PUBLIC LIBRARY BOARD & CUPE LOCAL 67 FULL-TIME LIBRARY

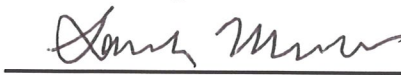
1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2023 to January 31, 2028.
4. Retroactivity will only apply to the Wage Schedule. All other terms negotiated will be in effect the 1st of the following month after ratification by both parties.
5. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2023 provided, however, that the following amendments are incorporated in Appendix 1.

Signed this 29th day of June, 2023.

For the Union


Amanda Turco


Kevin Meraglia


Sarah McComb

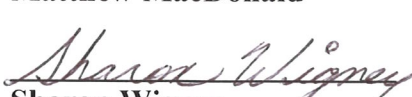

Paul Edwards


For the Employer


Ida Bruno


Nicole Ottolino


Matthew MacDonald


Sharon Wigney


Justine Palmer

Appendix 1

Sign Off Sheet #1
CUPE Local 67 Full Time Library
&
Sault Ste. Marie Public Library Board

HOUSE KEEPING

1. Removal of all references to Director and CEO/Director of Public Libraries **and replace** with **CEO**.
2. Any references to Supervisory Position or Supervisor, change to also include **Managerial Position** or **Manager**
3. Replace his/her with gender neutral terminology **(their)**
4. All references to 'Cataloguing Technician' in this agreement should be changed to **Senior Technical Services Technician**

Current Language

- 3:05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

Proposed Language

- 3:05 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A representative of the Union shall be able to meet with new members during work time to introduce themselves and provide the new CUPE Local 67 employee with a CUPE Local 67 welcome package. This introduction shall not exceed fifteen (15) minutes in duration.

UNION PROPOSAL:

Current Language

- 12:07 Right to Recall (a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within twelve

(12) months of the later of the expiry of the notice period or the date of the notice of displacement. (b) Notice of recall, pursuant to this Article 12.04, shall be given by registered mail, addressed to the last address on record with the Employer.

Proposed Language

12:07 Right to Recall (a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within ~~twelve~~ **(12)-eighteen (18)** months of the later of the expiry of the notice period or the date of the notice of displacement. (b) Notice of recall, pursuant to this Article 12.04, shall be given by registered mail, addressed to the last address on record with the Employer.

Existing Language

13:02 Seniority for successful applicants to permanent job postings per Article 13:01 shall be calculated from the last date of employment. Seniority shall be forfeited, and employment will be terminated if:

1. s/he voluntarily quits his/her employment;
2. s/he is discharged for proper cause;
3. s/he fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
4. (a) s/he is absent from work due to non-occupational illness or accident subject to the following conditions:
 - (i) during the first twelve (12) month of any such absence the Board agrees to provide at its cost all benefits set out in Article 21:00;
 - (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
 - (iii) the Board agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
- (b) s/he is absent from work due to an occupational illness or accident for which Workers' Compensation is paid subject to the following conditions:
 - (i) during the first twenty-four (24) months of such absence the Board will provide at its cost all benefits set out in Article 21:00;

- (ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
 - (iii) the Board agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.
5. s/he is absent from work for a period in excess of twelve calendar months due to a layoff.

Proposed language

13:02 Seniority for successful applicants to permanent job postings per Article

13:01 shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

- 1. s/he **the employee** voluntarily quits **their** his/her employment;
- 2. s/he **the employee** is discharged for proper cause;
- 3. s/he **the employee** fails to report to work within fifteen (15) days after being notified by registered mail to return to work following a layoff.
- 4. (a) s/he **the employee** is absent from work due to non-occupational illness or accident subject to the following conditions:
 - (i) during the first twelve (12) month of any such absence the Board agrees to provide at its cost all benefits set out in Article 21:00;
 - (ii) at the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
 - (iii) the Board agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
- (b) s/he **the employee** is absent from work due to an occupational illness or accident for which Workers' Compensation is paid subject to the following conditions:
 - (i) during the first twenty-four (24) months of such absence the Board will provide at its cost all benefits set out in Article 21:00;
 - (ii) at the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 21:00;
 - (iii) the Board agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.

5. ~~s/he~~ **the employee** is absent from work for a period in excess of ~~twelve (12)~~ **eighteen (18)** calendar months due to a layoff.

Article 13:04

ORIGINAL

- 13:04 The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

PROPOSED

- 13:04 The parties agree that an employee hired **from outside the bargaining unit** to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

25:00 CAR ALLOWANCE

Article 25:02

ORIGINAL

- 25:02 Invoices must be submitted on the first of each month to the Manager for approval showing the number of miles traveled on Board business.

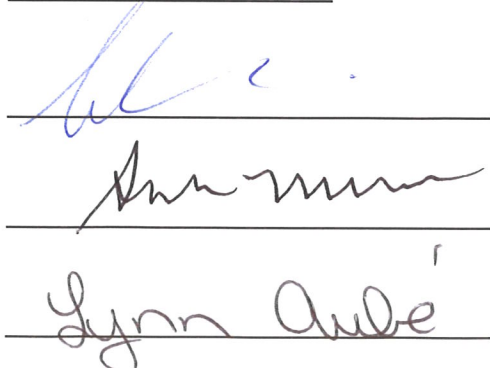
PROPOSED

- 25:02 **Mileage Claim Forms stating the number of kilometers traveled on Library Board business must be submitted by the first of each month to the Manager for approval.**

Renewal of LOU 1

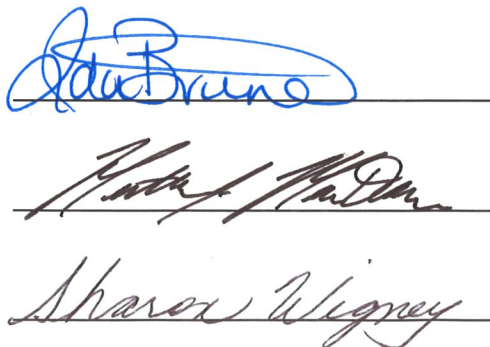
SIGNED AT SAULT STE. MARIE this 26th day of May, 2023

FOR C.U.P.E LOCAL 67



Lynn Aube

FOR THE BOARD



Sharon Wigney





Sign Off Sheet #2

CUPE Local 67 Full Time Library

&

Sault Ste. Marie Public Library Board

Current Language

4:01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.

New Language

4:01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, **one of whom may be the President of CUPE Local 67** and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.

Current Language

8:01 The Board, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer and/or for any reason as set out in the Ontario Human Rights Code.

New Language

8:01 The Board, the Union, and their agents agree ~~not to discriminate~~ **that there shall be no discrimination** against any employee because of their membership in the Union, **their position as a** Union Officer and/or **their human rights and employment** for any reason as set out in the Ontario Human Rights Code, **as amended from time to time.**

Current Language

10:01 If the Union considers that a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of receipt of the Step III reply invoke the Arbitration provisions of the Agreement by providing written notice to the Board of its referral of the grievance to arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to

hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

New Language

10:01 If ~~the Union~~ **either party** considers that a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of receipt of the Step III reply invoke the Arbitration provisions of the Agreement by providing written notice to the Board of its referral of the grievance to arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

Current Language

26:19 Employees may request, in advance, the examination of his/her Library personnel file. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Director or designate and the employee.

New Language

26:19 Employees may request, in advance, the examination of his/her Library personnel file. The file shall be shown to the employee **who may be accompanied by a Union representative** during regular working hours at a time mutually agreed upon by the Director or designate and the employee.

SIGNED AT SAULT STE. MARIE this 26th day of May, 2023

FOR C.U.P.E LOCAL 67

K. Cr.

Sarah Munn

Lynne Aubé

[Signature]

FOR THE BOARD

[Signature]

[Signature]

Sharon Wigney

Wolfgang Ottolino

Sign Off Sheet #3
CUPE Local 67 Full Time Library
&
Sault Ste. Marie Public Library Board

Current Language

7:01 The Library Board and Local 67, CUPE., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the workplace.
2. Meetings will be schedule quarterly (at a minimum) as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours, but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five (5) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process. The parties agree to meet during the term of the collective agreement in a Joint Consultation Committee structure to discuss the topics, hours of work, scheduling and overtime.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with-it provisions.
7. The representatives agree to make every effort to deal with issues in co- operative manner.
8. The parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

New Language

7:00 **JOINT CONSULTATION Labour Management Committee**

7:01 The Library Board and Local 67, CUPE., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings will be schedule quarterly (at a minimum) as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least five (5) working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process. The parties agree to meet during the term of the collective agreement in a ~~Joint Consultation~~ **Labour Management** Committee structure to discuss the topics, hours of work, scheduling and overtime.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with-it provisions.
7. The representatives agree to make every effort to deal with issues in co- operative manner.
8. The parties agree to utilize the ~~Joint Consultation~~ **Labour Management** Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Current Language

9:03 Discharge or Suspension Grievance

In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step 2 of the grievance procedure, provided such grievance is filed within ten (10) working days from the date of discharge.

New Language

9:03 Discharge or Suspension Grievance

In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step 2 of the grievance procedure, provided such grievance is filed within ~~ten (10)~~ **fifteen (15)** working days from the date of discharge.

Current Language

12:02 Notice to Union In the event of a layoff, the Employer shall, prior to issuing notices of layoffs: (a) Provide to the Union, through the Labour Management Committee, notification of the layoffs or staff reduction. In this forum, the employer if known will also inform the union as to what areas are being affected, which employees may be affected, realignment of service and the duration of the layoff.

Proposed Language

12:02 Notice to Union In the event of a layoff, the Employer shall **meet with the Union forty five (45) days, where possible**, prior to issuing notices of layoffs **in order to** ~~÷~~(a) (P)provide to the Union, through the Labour Management Committee, notification of the layoffs or staff reduction. In this forum, the employer if known will also inform the union as to what areas are being affected, which employees may be affected, realignment of service and the duration of the layoff.

The Parties shall review at this meeting, alternatives to layoffs.

New Language

(Add new 17:05 and renumber subsequent articles)

17:05 Union Leave

Any employee who is elected or selected for a fulltime position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the Library Board for a period of up to one (1) year. This period may be extended by the Library Board at the end of the year upon request.

During any leave under this article the Employee's regular rate of salary, benefit premiums and all entitlements, including statutory holidays, shall, at the Union's request, be continued by the Employer and CUPE Local 67 or CUPE National shall reimburse the Employer for all such costs. At no time shall such leave cost the Board any additional monies.

SIGNED AT SAULT STE. MARIE this 26th day of May, 2023

FOR C.U.P.E LOCAL 67

FOR THE BOARD

Wb.

Sam Munn

Lynn Aubé
R

Tom McDon

W Bruno

Sharon Wigney

Wade Ottoluno

Sign Off Sheet #4
CUPE Local 67 Full Time Library
&
Sault Ste. Marie Public Library Board

New Language

3.XXX

The Employer shall provide the Union, once per year when the seniority list is posted, an electronic contact list of all employees in the bargaining unit. The contact list will include:

- a. home address
- b. home phone number or cell number
- c. work email address and where available, a personal email address

Language to appear in MOS only

Every employee shall be notified of his/her immediate designated supervisor in the letter of Offer/Transfer as well as during onboarding.

18:05 Current Language

Work schedules will be posted ten (10) calendar days in advance of the 1st of respective month to which the schedule applies.

18:05 Proposed Language

Work schedules will be posted ten (10) calendar days in advance of the 1st of respective month to which the schedule applies. **Once a schedule is published, per standard practice, any changes require mutual consent of the affected Employee(s) and Management.**

20:02 Current Language

An employee agrees to voluntary work per article 18:04 on a paid holiday shall receive pay at time and one-half his/her regular rate of pay for all hours worked in addition to the holiday pay.

Although 20:02 has not been used in the past we are giving formal notice that we will be operating on a maximum of two (2) paid holidays effective January 1, 2016. The employees who work the holiday will be compensated as outlined in 20:02.

20:02 Proposed Language


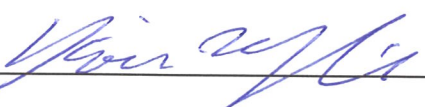
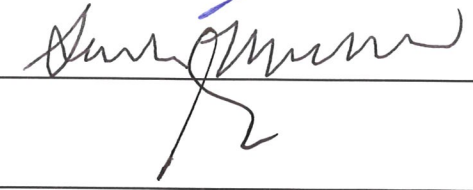
20:02 An employee who agrees to voluntary **voluntarily** work per article 18:04 on a paid holiday shall receive pay at time and one-half of his/her **their** regular rate of pay for all hours worked, in addition to either the **statutory** holiday pay, **and or another day off in lieu.**

~~Although 20:02 has not been used in the past we are giving formal notice that we will be operating on a maximum of two (2) paid holidays effective January 1, 2016. The employees who work the holiday will be compensated as outlined in 20:02.~~

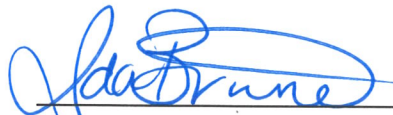

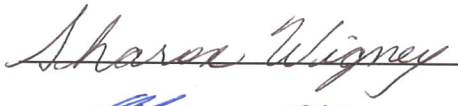

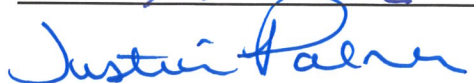
The Library may operate up to a maximum of two (2) paid holidays per calendar year.

SIGNED AT SAULT STE. MARIE this 13th day of June, 2023

FOR C.U.P.E LOCAL 67

FOR THE BOARD

Sign Off Sheet #5
CUPE Local 67 Full Time Library
&
Sault Ste. Marie Public Library Board

New Language

X1.09 Where an investigation meeting may have disciplinary consequences, an employee shall be advised of their right to Union representation.

Current Language

17:02 **Funeral/Celebration of Life**

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular rate of pay up to a maximum of five (5) days for any days which are normally straight time

working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the employee shall be granted five (5) working days which shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law and father-in-law. Leave of absence without loss of pay for five (5) working days shall be granted to an employee to attend the funeral or celebration of life of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral or celebration of life of the employee's brother-in-law or sister-in-law, aunt and uncle.

"Spouse" means a person:

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,

(i) have cohabited for at least one year, (ii) are together

the parents of a child, or

(iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act, (" conjoint")

Proposed Language

17:02 Funeral/Celebration of Life **Bereavement Leave**

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular rate of pay up to a maximum of five (5) days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life. ~~If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the employee shall be granted five (5) working days which shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral or celebration of life.~~

Immediate family means: mother, father, sister, brother, **parent, step-parent, sibling**, spouse, common-law spouse, son, daughter, grandchildren, **child, step-child, grandchild**, grandparents, mother-in-law and father-in-law **parent-in-law**. Leave of absence without loss of pay for five (5) working days shall be granted to an employee to attend the funeral or celebration of life of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral or celebration of life of the employee's ~~brother-in-law or sister-in-law~~, aunt and uncle, **the sibling of a spouse or niece or nephew**.

"Spouse" means a person:

(a) to whom the person is married, or

(b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,

(i) have cohabited for at least one year, (ii) are together

the parents of a child, or

(iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act, (" conjoint")

Current Language

17.04 Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than two (2) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably

withheld..

The Board agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the Board initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the Board its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The Board will not be responsible for WSIB coverage when an employee is on such leave.

The Union will promptly reimburse the Board within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The Board will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave — P.A.U.L.) on the employee's pay stub and the Board shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, Board OMERS share, Board share of CPP and Board share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the Board the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the Board will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of one and a half (1.5) day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the Board shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City on behalf of the Board shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the Board for approval by the respective Manager and distributed to Accounting Division with a copy to the CEO/Director of Public Libraries.

Proposed Language

17:04 Union Business

Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than **two (2)** members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld. **Where possible, the Union shall provide the Board with one week's notice of such leave.**

The Board agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the Board initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the Board its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The Board will not be responsible for WSIB coverage when an employee is on such leave.

The Union will promptly reimburse the Board within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The Board will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave — P.A.U.L.) on the employee's pay stub and the Board shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, Board OMERS share, Board share of CPP and Board share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the Board the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the Board will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of one and a half (1.5) day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the Board shall bill the Union on each invoice the amount of **one (1)** ~~half (1/2)~~ hour at the CUPE 67 Civic JC **12** 40 Level 4 rate for the preparation of such invoice.

The City on behalf of the Board shall send the invoice for such reimbursement to the address designated by the Union. **The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.**

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the Board for approval by the respective Manager and distributed to Accounting Division with a copy to the CEO/Director of Public Libraries.

Current Language

24:00 SAFETY PROVISIONS

- 24:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The Board will make all reasonable provision for the safety and protection of the health of the employees.

Proposed Language

24:00 SAFETY PROVISIONS

- 24:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. **The parties agree to abide by the Occupational Health and Safety Act, R.S.O. 1990 and its regulations.** The Board will make all reasonable provisions for the safety and protection of the health of the employees.

Current Language

- 25:03 When the said vouchers are approved the Board will pay to the employee effective the first of the month following ratification of the Memorandum of Settlement, car allowance of fifty one (\$.51) cents per kilometer. Increase car allowance effective February 1, 2013 to fifty two cents (\$0.52) per kilometer and effective February 1, 2014 increase to fifty three cents (\$0.53) per kilometer. The Board agrees that where possible payment for mileage will be made by the 12th of the month.

Proposed Language

ARTICLE 25 – CAR ALLOWANCES

- 25:03 When the said vouchers are **Mileage Claim Form** is approved, the Board will pay to the employee **a Mileage Reimbursement equal to the Canada Revenue Agency (CRA) prescribed rate for mileage as amended from time to time.** ~~effective the first of the month following ratification of the Memorandum of Settlement, car allowance of fifty one (\$.51) sixty one (\$.61) cents per kilometer for the first five thousand (5000) kilometers driven and fifty five (\$.55) cents after that. Increase car allowance effective February 1,~~
~~2013 to fifty two cents (\$0.52) per kilometer and effective February 1,~~
~~2014 increase to fifty three cents (\$0.53) per kilometer. The Board agrees that where possible payment for mileage will be made by the 12th of the month.~~

Current Language

22:07 No employee shall draw during his/her active service with the Board, accumulated sick leave benefits if the absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the Manager. The Board shall pay up to fifty dollars (\$50) for the completion of a Board medical form when requested by the Board.

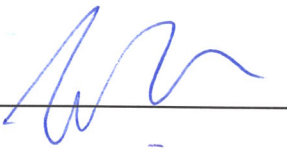



The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Proposed Language

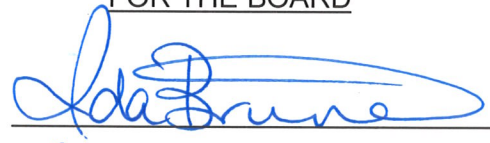


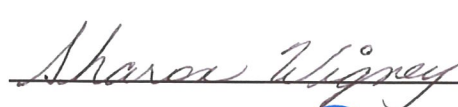

22:07 No employee shall draw during his/her active service with the Board, accumulated sick leave benefits if the absence from work is not due to illness as supported by the approved certificate of a medical practitioner, if required by the Manager. The Board shall pay up to ~~fifty dollars (\$50)~~ **sixty (\$60)** for the completion of a Board medical form when requested by the Board. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

SIGNED AT SAULT STE. MARIE this 15 day of June, 2023

FOR C.U.P.E LOCAL 67 FT Library

FOR THE BOARD

Sign Off Sheet #6
CUPE Local 67 Full Time Library
&
Sault Ste. Marie Public Library Board

19:00 VACATIONS WITH PAY

Current Language

19:01 All full-time employees with less than twelve (12) months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.

Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

In the first year of employees who are transferred from Part-time to Full- time, who have been employed for five (5) years or more will take such vacation with pay at 6% of the previous year's earnings. Additionally, per ESA, the employee will receive a balance of three (3) weeks' vacation unpaid.

Proposed Language:

19:01

- a) All full-time employees with less than twelve (12) months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days.

Such vacation shall be taken in the following year with pay at 4% of the previous year's earnings. **It is understood that current year's vacation entitlement is based on the previous year's service.**

- b) **If an employee who has been employed for five (5) years or more, is transferred from part-time to full-time they will take vacation with pay at 6% of the previous year's earnings.**
- i . **Using the part-time hours calculated as a proportion of 1820 full time hours in a year, the employee will receive credit of the appropriate number of days' vacation in the following calendar year based upon the vacation table.**
 - ii. **Since Permanent Part-time employees are paid 4% vacation pay (or 6% after five (5) years, per ESA) with each cheque, the employee shall not be entitled to any vacation pay in the current calendar year when hired as a Permanent Full-time employee but**

shall be entitled to take the credited number of days off without pay in the current calendar year.

~~In the first year of employees who are transferred from Part time to Full time, who have been employed for five (5) years or more will take such vacation with pay at 6% of the previous year's earnings. Additionally, per ESA, the employee will receive a balance of three (3) weeks' vacation unpaid.~~

Articles 19:02 – 19:07

ORIGINAL

19:02 (iv) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive Eleven (11) days of annual vacation at their regular rate of pay.

(v) All employees who are in their third (3rd) year of service shall receive Twelve (12) days of annual vacation at their regular rate of pay.

(vi) All employees who are in their fourth (4th) year of service shall receive Thirteen (13) days of annual vacation at their regular rate of pay.

19:03 All employees who have completed four (4) calendar years of service and are in their fifth (5th) year of service but less than ten (10) years of service shall be allowed Fifteen (15) days of annual vacation at their regular rate of pay.

19:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed Twenty days of annual vacation at their regular rate of pay.

19:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed Twenty-five (25) days of annual vacation at their regular rate of pay.

19:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty-five (25) years shall be allowed Thirty (30) days of annual vacation at their regular rate of pay.

All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed Thirty-one (31) days.

All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed Thirty-two (32) days.

All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed Thirty-three (33) days.

All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed Thirty-four (34) days.

19:07 All employees who have completed twenty-nine (29) calendar years of service and are in their thirtieth (30) year or more shall be allowed Thirty-five (35) days of annual vacation at their regular rate of pay.

PROPOSED

~~19:02 (iv) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive Eleven (11) days of annual vacation at their regular rate of pay.~~

~~_____ (v) All employees who are in their third (3rd) year of service shall receive Twelve (12) days of annual vacation at their regular rate of pay.~~

~~_____ (vi) All employees who are in their fourth (4th) year of service shall receive Thirteen (13) days of annual vacation at their regular rate of pay.~~

~~19:03 All employees who have completed four (4) calendar years of service and are in their fifth (5th) year of service but less than ten (10) years of service shall be allowed Fifteen (15) days of annual vacation at their regular rate of pay.~~

~~19:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed Twenty days of annual vacation at their regular rate of pay.~~

~~19:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed Twenty-five (25) days of annual vacation at their regular rate of pay.~~

~~19:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than twenty-five (25) years shall be allowed Thirty (30) days of annual vacation at their regular rate of pay.~~

~~_____ All employees who have completed 25 calendar years of services and are in their 26th year shall be allowed Thirty-one (31) days.~~

~~_____ All employees who have completed 26 calendar years of services and are in their 27th year shall be allowed Thirty-two (32) days.~~

~~_____ All employees who have completed 27 calendar years of services and are in their 28th year shall be allowed Thirty-three (33) days.~~

~~_____ All employees who have completed 28 calendar years of services and are in their 29th year shall be allowed Thirty-four (34) days.~~

~~19:07 All employees who have completed twenty-nine (29) calendar years of service and are~~

~~in their thirtieth (30) year of more shall be allowed Thirty-five (35) days of annual vacation at their regular rate of pay.~~

19:02 Employees shall receive paid vacation increments at their regular rate of pay per completed calendar year of Full-time service or full time equivalency in accordance with the following table:

Years of Service Completed	Vacation Entitlement
One (1) year	Eleven (11) days
Two (2) years	Twelve (12) days
Three (3) years	Thirteen (13) days
Four (4) years	Fifteen (15) days
Nine (9) years	Twenty (20) days
Fourteen (14) years	Twenty-five (25) days
Nineteen (19) years	Thirty (30) days
Twenty-five (25) years	Thirty-one (31) days
Twenty-six (26) years	Thirty-two (32) days
Twenty-seven (27) years	Thirty-three (33) days
Twenty-eight (28) years	Thirty-four (34) days
Twenty-nine (29) years	Thirty-five (35) days

Current Language

19:08 An employee may accumulate up to two (2) weeks of annual vacation over a two (2) year period with Manager and Director approval. The application to carry over vacation from one year to another may be submitted in writing to the Manager as soon as possible before October 1st of that year. Such request shall be considered along with the employee's annual vacation requests submitted by November 1st of that year.

Applications for holidays during the year must be submitted in writing to the Manager by November 1 of the year proceeding the vacation request with approval on or before December 1 in each year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

Employees who are off work on leave of absence without pay for thirty (30) days or more shall have their vacation pay reduced in the following calendar year in proportion to such time absent from work.

PROPOSED

19:08

19:03 An employee may accumulate up to two (2) weeks of annual vacation over a two (2) year period with Manager and Director approval. The application to carry over vacation from one year to another may be submitted in writing to the Manager as soon as possible

before October 1st of that year. Such request shall be considered along with the employee's annual vacation requests submitted by November 1st of that year.

19:04 Employees must specify their vacation preferences for the following calendar year in writing to the Manager no later than ~~Applications for holidays during the year must be submitted in writing to the Manager by~~ November 1 of the year proceeding the vacation request with approval on or before December 1 in each year.

Employees shall be given the opportunity of stating their preference for their vacation period ~~according to their length of service.~~ Vacations will be scheduled according to employee seniority.

Vacation requests made within the calendar year shall be considered in the order that they are received. Requests are to be submitted for approval. Whenever possible Employees will provide **ten (10)** working days' notice.

New Language

24.XX

No employee will be scheduled to work alone at the North Branch when the Branch is open to the public.

21:00 WELFARE PLAN

Current Language

21:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward coverage,
- Extended Health Care
 - Vision Care \$450/24 month effective February 1st, 2020. One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months. (Note: This amount can be used for laser eye surgery.)
 - Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 per prescription. Effective February 1, 2013, increase Pharmacy Dispensing Fees to \$11.00. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

- Paramedical Benefit:

Maximum of \$1,100 per calendar year for any combination of the following services:

Physiotherapist, Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropracist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$500 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist).

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand (\$3,000 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the Board. It is agreed that the full U.I.C. rebate on premiums shall be retained by the Board.

12 Month Pregnancy/Parental Replacement Temporary Employees - Limited Benefit Coverage

- Prescription Drug Benefit Plan at 90% / 10% co-insurance (Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap, increase dispensing fee cap to \$10 effective February 1, 2014.)
- Vision Care - \$125 per 24 months

Proposed Language

21:00 WELFARE PLAN

21:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Ward coverage,
- Extended Health Care
 - Vision Care ~~\$450~~ **\$500**/24 month effective February 1st, ~~2020~~ **2023**. One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months. (Note: This amount can be used for laser eye surgery.)
 - Orthotics & orthopaedic shoes maximum of one (1) pair ~~\$400~~ **\$450** per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 per prescription. Effective February 1, 2013, increase Pharmacy Dispensing Fees to

\$11.00. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

- Paramedical Benefit:

Maximum of ~~\$1,100~~ **\$1,300** per calendar year for any combination of the following services:

Physiotherapist, ~~Marriage & Family Therapist~~, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$500 **\$1,000** per calendar year for Psychological Benefit (MSW, Registered Counsellor, **Marriage & Family Therapist** or Psychologist).

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, three thousand (\$3,000 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the Board. It is agreed that the full U.I.C. rebate on premiums shall be retained by the Board.

~~12 Month Pregnancy/Parental Replacement Temporary Employees - Limited Benefit Coverage~~

- Prescription Drug Benefit Plan at 90% / 10% co-insurance (Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap, increase dispensing fee cap to \$10 effective February 1, 2014.)
- Vision Care - \$125 per 24 months

26:00 Wages

February 1 2023	2%	3%	2%
February 1 2024	2.75%	3%	3.1%
February 1 2025	3%	3%	3%
February 1 2026	2.5%	2.5%	2.75%
February 1 2027	3%	3%	3%

Except as herein provided the Union proposes to renew all ancillary documents

28:00 Term of Agreement

5 Year Term: February 1st, 2023 – January 31, 2028

AT

LETTER #2
LETTER OF UNDERSTANDING
BETWEEN
THE SAULT STE. MARIE PUBLIC LIBRARY BOARD
AND
LOCAL 67, CANADIAN OF PUBLIC EMPLOYEES
FULLTIME LIBRARY GROUP
RE: NEW OR CHANGED JOB CLASSIFICATIONS

New Job Classification

Where a new classification is established which is covered by the terms of this Collective Agreement or substantial changes are made to an existing job description, the Employer will notify the Union of such new classification or changes.

The Employer shall determine the rate of pay for such new classification.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer.

If the parties are unable to reach an agreement the Union may process the matter through the grievance process provided the grievance is made within fifteen (15) working days of the meeting.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

Dated the 29th date of June, 2023.

FOR C.U.P.E LOCAL 67

[Signature]
[Signature]
[Signature]
[Signature]

FOR BOARD

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

SIGNED AT SAULT STE. MARIE this 29th day of June, 2023

FOR C.U.P.E LOCAL 67 FT Library

[Signature]

Missy [Signature]

David Muehle

[Signature]

FOR THE BOARD

[Signature]

[Signature]

Sharon Wigney

[Signature]

Justin Palmer