

COLLECTIVE AGREEMENT

BETWEEN

HORNEPAYNE PUBLIC LIBRARY

(hereinafter referred to as the "Employer")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3178-01**

(hereinafter referred to as the "Union")

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: January 1, 2020 to December 31, 2024

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this agreement is to provide a process of orderly procedure between the Board and employees represented by the Union, to secure prompt and equitable disposition of grievances and to obtain mutually satisfactory rules of work, wages and working conditions.

Both Parties agree it is essential to maintain harmonious relations between the Corporation and its employees and to promote the morale, well-being and security of all employees represented by the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that the Board has the exclusive right to manage its business and direct the working force and to make, amend and enforce rules and regulations subject to the terms of this collective agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 3178-01, as the sole and exclusive collective bargaining agent for all of its employees save and except the Cleaner and the Chief Executive Officer and persons above the rank of Chief Executive Officer, and hereby agrees to negotiate with the Union, or any of its authorized committees aiming towards a peaceful and amicable settlement of any contractual differences that may arise between them.

The Board agrees that no person or persons outside of the bargaining unit shall perform work of the bargaining unit.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.

3.03 Right of Fair Representation

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 advisors when dealing or negotiating with the Employer.

3.04 Union Officers and Committee Members

Union officers and committee members shall be entitled to carry out their functions under this collective agreement without unduly interfering with the operation of the Library. Such duties may include, but are not limited to, the investigation and processing of grievances, attendance at meetings with the employer, and participation in negotiations or arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

Any time spent in performing such union duties, during regular scheduled working hours, shall be considered as time worked.

The employer shall pay the employee their regular wages lost and then bill the local union.

It is understood that such leave shall not exceed forty (40) hours per calendar year.

3.05 No Strikes or Lockouts

No strikes or lockouts shall occur during the life of this agreement as per the Ontario Labour Relations Act.

3.06 Attendance - Staff Meetings

When employees are required by the Board to attend quarterly staff meetings during hours other than their hours of work, they shall be compensated at their regular straight time hourly rate of pay. Staff meetings shall be thirty (30) minutes in duration and are mandatory. Notwithstanding the above, staff meeting dates shall be mutually agreed to with sufficient notice provided the participants.

3.07 Minutes of Meetings

Within two (2) weeks of Board approval, minutes of regular Board meetings shall be posted in the Library so as to be readily accessible to employees. Further, the Union Steward shall have the right to make a copy of the approved minutes of each regular Board meeting and to send each such copy to a Union executive member designated by the Union.

ARTICLE 4 - HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matters addressed in the Ontario Human Rights Code, Employment Standards Act, and any other pertinent legislation.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership Requirement

All employees of the Board, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days following successful completion of the probationary period as set out in Article 11.01.

5.02 Union Dues Requirement

Beginning with each employee's first month of employment as a member in good standing of the Union, the Board shall deduct regular Union dues from each employee, each pay period.

Union dues may be expressed as a dollar amount, as a percentage formula, or as an hourly formula. From time to time, the Union shall notify the Board, in writing, regarding the current amount of such dues.

The total monthly Union dues deducted shall be forwarded by mail (or by such other means as the Board and the Union may mutually deem appropriate) to the National Secretary-Treasurer of the Union not later than the fifteen (15th) day of the month following the month in which the deduction is made. The following information shall accompany each such payment: the name(s) of the employee(s) on whose behalf the Union dues deduction(s) has (have) been made, the name(s) of any employee(s) whose employment has been terminated during the month, and the total, gross payment for the month, in respect of bargaining unit members.

The Union shall hold the Board harmless with respect to all dues so deducted and remitted and with respect to any liability which the Board might incur as a result of such deduction and remittance.

5.03 T-4 Slips

The Employer shall report the annual Union dues paid by each employee on the employee's individual T-4 slip.

ARTICLE 6 - NEW EMPLOYEES

6.01 Informing New Employees About Union Security

The Board shall inform each new employee of the Collective Agreement and provide each such employee with a copy of the agreement. However, it shall be the responsibility of the Union Steward to help familiarize each new employee with the Collective Agreement and, in particular, to draw attention to the Union security provisions set out in Article 5. The Union Steward shall be allowed one half hour of paid time to provide this orientation for each new employee.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the Bargaining Unit and Board shall pass to and from the Chief Executive Officer or Board Chair on behalf of the Board and the Union's Recording Secretary, Staff Representative and Group Vice-President on behalf of the Union.

ARTICLE 8 - UNION STEWARDS, COMMITTEES AND AUTHORIZED LEAVE

8.01 (a) Recognized Stewards

The Board will recognize a maximum of one (1) steward and one (1) alternate steward coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The functions of stewards are set out in Article 9, Grievance Procedure.

(b) Negotiating Committee

The Board will recognize a negotiating committee of two (2) employees coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The function of the negotiating committee shall be to negotiate in accordance with Article 22, Termination Clause. The Negotiating Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration.

(c) Grievance Committee

The Board will recognize a Grievance Committee of one (1) Steward and Group Vice-President coming within the scope of this agreement providing the provisions of Article 8.02 have been met.

(d) Labour-Management Committee

The Board will recognize a Labour-Management Committee of at least two (2) employees coming within the scope of this agreement (providing the provisions of Article 8.02 have been met) and at least two (2) representatives, one of whom will be a member of the Board. The function of the Labour-Management Committee shall be in accordance with Article 8.03, Labour-Management Committee meetings.

(e) Assistance of Canadian Union of Public Employees

The employees shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees.

(f) Time Off for Meeting

Any representative (Steward or Group Vice-President) of the Union who is in the employ of the Board, shall have the right to attend mutually agreed meetings held with the Board within working hours without loss of remuneration.

8.02 Notification

The Union shall notify the Board of the names and office held by officials set out under Article 8.01 above. The Board shall notify the Union in writing of the names and office held by the officials who will represent the Board on the committees set out in Article 8.01 above.

8.03 Labour-Management Committee Meeting

When either party desires a meeting to discuss any matter arising out of this agreement other than grievances, then a written request for such meeting will be sent to the other party outlining the matters which the originating party wishes to discuss. A meeting of the Labour-Management Committee will be held within five (5) working days of the receipt of the request or as otherwise mutually agreed. Meetings of the Labour-Management Committee shall not be used to by-pass the provisions of Article 9, Grievance Procedure, or Article 22, Termination Clause.

8.04 Duties of Stewards

The Union acknowledges that the stewards, members of the Grievance and Negotiating Committees have regular duties to perform on behalf of the Board and such persons shall not absent themselves from their regular duties without obtaining prior approval from their department head. The Board agrees to maintain the pay of such persons on approved absence for all reasonable time so spent in meetings with the Employer but only for such hours that are straight time regularly scheduled working hours.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of a Grievance

Within the terms of this agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration, or alleged violation of this agreement, including a question as to whether a matter is arbitrable.

9.02 Definition of a Working Day

Within this Article 9, Grievance Procedure, and in Article 10, Discharge and Discipline Cases, a "working day" shall be defined as a day other than Sunday, or a holiday recognized under this agreement, or such other day as may be designated a "non-working day" by the Board (usually by mutual agreement of the Board and the Union and as necessitated by the reallocation of the Library's hours of operation).

(Note: At the time of signing, Monday was such a non-working day.)

9.03 Time Limits

Time limits in both the grievance and arbitration procedures must be observed unless they are extended by mutual agreement between the parties to this agreement.

- 9.04 (a) Employees who have a complaint concerning particular issue(s) (which could involve another employee or the Employer) which may not be a grievance, shall put such complaint into writing. Copies of such complaint shall be sent to the employee/Employer being complained about, the Union Group Vice-President and the National Representative.

A meeting shall be scheduled with the parties involved as quickly as possible to attempt to resolve the issue with the Chief Executive Officer.

If the issue is not resolved using the above noted procedure, to the satisfaction of the complainant, a meeting will be scheduled as quickly as possible with the C.E.O. and Board with all parties in attendance.

If resolve is not achieved the grievance procedure may be invoked as per Article 9.04 (b).

- (b) It is the mutual desire of the Parties that complaints of employees be adjudicated as promptly as possible. Therefore grievances shall be dealt with in the following manner:

Step I

The employee, assisted by a steward or an officer of the Union, shall discuss the case with the Chief Executive Officer. The Chief Executive Officer shall render their decision within five (5) working days of the hearing.

Step II

If the Union considers that a satisfactory settlement was not reached at Step I, it may, within five (5) working days of receipt of the Step I reply, request a hearing by the Board at the next Board meeting following receipt of the application. The Board shall render a decision within five (5) working days of the hearing.

Step III

If the Union considers that a satisfactory settlement was not reached in Step II, it may, within fifteen (15) working days of receipt of the Step II reply, invoke the Arbitration provisions of the Agreement.

9.05 **Union May Institute Grievances**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Board in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step I.

9.06 **Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board.

Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

Each party to this agreement will bear the expenses and fee of its nominee and parties will share equally the expenses and fee of the Chairman.

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

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator any time during the grievance procedure. If the use of a mediator is agreed to the parties shall extend timelines to allow for the mediation process. The parties agree to share the costs of the mediation.

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES

10.01 Notification of Discharge or Discipline

The Board shall notify an employee who has been discharged or disciplined in writing, with copies to the Union Secretary, Staff Representative and Group Vice-President, setting out the reason for such action.

10.02 Discharge and Discipline Procedure

A claim of unjust discipline or discharge of a seniority employee shall be treated as a grievance provided that the written grievance is lodged by the affected employee, that such written grievance commences at Step I of the Grievance Procedure, and that the lodging of the grievance with the C.E.O. is carried out within five (5) working days after the discipline or discharge.

10.03 Reviewing of Personnel File

An employee shall have the right, to have access to and review their personnel record, which is to be produced, at a mutually agreed to time which is to be during the CEO's office hours.

An employee shall have the right to make copies of any material contained in their personnel record, under the supervision of the C.E.O.

An employee shall have the right to respond to any document in their file and any such response shall become part of the employee's file.

10.04 Clearing of Record

Employees who have received discipline or censures from the employer shall have their records cleared after a period of twelve (12) months providing no further discipline or censure on the same issue has been received.

ARTICLE 11 - PROBATIONARY EMPLOYEES AND SENIORITY

11.01 Probationary Employees, Attaining Seniority

- (a) Newly hired employees shall be on probation during the first eighty (80) working days of employment for Full-Time Employees and two (2) calendar years or twenty-five (25) working days whichever occurs first for other than Full-Time Employees. Employees are not entitled to the use of seniority until successful completion of the probationary period.
- (b) Upon successfully completing the appropriate probationary period set out in Article 11.01 (a) above, a Probationary employee shall then become a Seniority employee and shall be placed on the Seniority List as of the date of hire.
- (c) Seniority is defined as the length of service in the Library, and shall, in accordance with Article 12.04, govern all promotions, demotions, lay-offs, and recalls within the Library provided the employee with the longest service has the qualifications to fill the position.
- (d) Probationary employees shall not accrue seniority or be involved in job progression and are subject to lay-offs or termination with just cause. A probationary Employee shall not have the right to grieve a discharge nor shall the Union grieve on such employee's behalf. The Union reserves the right to grieve a discharge where the Employee alleges a violation of the Ontario Human Rights Code.

11.02 Seniority List

The Board shall prepare a seniority list by the end of January of each year and this list shall be posted on the bulletin board in the library. Further, the Union Steward shall have the right to make a copy of the aforementioned seniority list and send it to a Union executive member designated by the Union. A copy shall be provided to the Local Union Recording Secretary.

11.03 Loss of Seniority

Seniority shall cease and employment shall terminate for any of the following reasons:

- (a) if the employee resigns and does not rescind within 24 hours;
- (b) if an employee is discharged and such discharge is not subsequently reversed through the Grievance or Arbitration procedure;
- (c) if an employee is absent without leave for two working days without a justifiable reason;
- (d) if a laid off employee fails to return within ten (10) working days to a position for which they are qualified. Recall notice shall be by registered mail to the last filed address of the employee. The employee shall have ten (10) days to respond to the recall notice. It is the obligation of the employee to notify Employer of change of address. Employment shall terminate if a laid off employee fails to return to work within ten (10) working days following the date established as a return to work date to the position for which they are qualified, unless arrangements are made otherwise between the employee and the Employer.
- (e) if any employee overstays a leave of absence for two working days without a justifiable reason;
- (f) after twenty-four (24) months of layoff.

11.04 Continuation of Seniority Rights

Seniority shall continue during an absence due to illness and during any absence for which Workplace Safety and Insurance Board of Ontario (WSIB) benefits are payable. Seniority shall not be broken for leaves of absence of two (2) months duration or less or for leaves of absence to run for or serve in elected public office.

ARTICLE 12 - POSTING OF VACANCIES

- 12.01 The Board agrees to post all vacancies which occur within the bargaining unit for a period of not less than five (5) working days. The Board further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications shall be acknowledged in writing, within fourteen (14) days of receipt.
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12.02 The Board agrees to forward to the Group Vice-President of the Union copies of all job postings.

12.03 (a) Information in Postings

Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate or range. Such qualifications shall not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants."

(b) Job Posting Procedure

Job vacancies shall be dealt with in the following manner:

- i) vacancies shall be posted from 9:00 a.m. of day one of the posting period until 11:00 a.m. of the fifth day of the posting period;
- ii) an application for the posted position shall detail the requirements set out in Article 12.04 as they concern the applicant, and such application shall be signed and forwarded to the Chief Executive Officer no later than the end of day five of the posting.

12.04 Requirements for Selection

In filling vacancies or upon layoff or recall from layoff, the Board shall first consider the candidate's qualifications to meet the requirements of the position as to knowledge, training and experience described in the posting; then:

- (a) efficiency and ability to perform the normal requirements of the position as of the time of posting and selection;
- (b) in any case where two (2) or more candidates are being favourably considered for the position and are equally well-qualified for the position, according to the requirements previously set out, the candidate with most seniority, in this bargaining unit, shall be selected.

12.05 Trial Period

Employees who are successful applicants shall be notified within one week following the end of the posting period. They shall be given a trial period of ten (10) of the employees' working days during which time they will receive the necessary training for the position. The Board shall not curtail the trial period without just cause, before it has run its full course.

Conditional on satisfactory service, the employee shall be declared permanent after the period of ten (10) of the employees' working days. 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, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any employee returned to their former position by the Board shall be given reasons for such return and the Union shall receive a copy.

12.06 Transfers out of this Bargaining Unit

No employee shall be transferred out of this bargaining unit except by their consent. An employee transferred out of this bargaining unit shall continue to accumulate seniority and shall maintain their position on the seniority list for twelve (12) months.

While working in a position outside the bargaining unit, said employee(s) shall, only in emergency situations or when regular employees are not available, or with consent of the Union, be permitted to perform bargaining unit work.

Except for this Article (12.06), while working in a position outside the bargaining unit, said employee shall not be subject to the terms of this collective agreement.

Should said employee choose to return to the bargaining unit, within twelve (12) months, they may elect to exercise their seniority and return to their old position in the bargaining unit.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Board may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause.

13.02 Bereavement Leave

In the case of the death of a member of the immediate family of any employee, the employee shall be entitled to leave of absence with no loss of pay to a maximum of five (5) working days. The employee shall determine the number of days they require. The immediate family shall be defined as: parent, brother, sister, spouse, child, step-child, grandchild, grandparent, parent-in-law, sister-in-law and brother-in-law, step-parent, step-child, step-brother and step-sister.

Additional, unpaid leave for travel time may be granted at the discretion of the Board.

An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment. The employee shall inform the Employer at the time of the original leave request of needing to defer one (1) day.

13.03 Staff Development

- (a) Employees may be requested to attend training seminars or conferences on behalf of the employer. Employees shall be allowed the option of not attending, but, should they elect to attend, the employer shall pay costs mutually agreed upon.
- (b) Employees who wish to upgrade their education or take courses which would be beneficial to the employer may be allowed time off without pay and without seniority adjustments so as to attend. Such leave will be at the discretion of the Board.
- (c) Employees wishing to take the Excel program and who wish to be compensated by the board for their tuition fees must follow these conditions:
 - i) Each such employee must contact the Board, in writing, both to notify the Board of their intent to take the courses and, also, to request that the associated fees be reimbursed.
 - ii) Successful completion of the course is required before tuition fees will be paid. Proof must be presented, to the Board, of successful completion of each course for which fee reimbursement has been requested.
 - iii) The staff member must have been an employee of the library for at least one full year prior to applying for course approval.

The board has the right to limit the number of successfully completed courses it will reimburse per employee in one (1) calendar year.

13.04 Leave of Absence for Union Functions

The Board may grant a leave of absence with pay and benefits and without loss of seniority to one (1) employee at a time selected by the Union to attend union functions, provided that total number of days leave in one (1) year does not exceed ten (10). The Union shall reimburse the Board for receipt of such pay.

- 13.05 (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be fifteen (15) weeks of continuous service.
- (b) The employee shall give written notification at least four (4) weeks in advance of the
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date of commencement of such leave and the expected date of return. At such time the employee shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy/parental leave.
- (e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy/parental leave.
- (f) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

13.06 Leave for Duty as a Juror or as a Witness

- (a) A regular employee, who is called to serve as a juror or is subpoenaed as a witness, shall notify their supervisor of their need for leave.
 - (b) The Board shall grant leave of absence, without loss of seniority, to a regular employee, who serves as a juror in any court of law. Such leave shall be with pay, for any scheduled working hours, so lost. It is understood that, a regular employee, called to serve as a juror, shall absent themselves from work only to such reasonable extent as required to allow them to perform their jury duties.
 - (c) Further, the Board shall grant leave of absence, without loss of seniority, to a regular employee subpoenaed as a witness regarding events, which occurred while the employee was at work on behalf of the Employer. Such an employee shall receive their pay, at normal basic rates, for any scheduled working hours, so lost. It is understood that a regular employee, subpoenaed to serve as a witness, shall absent themselves from work only to such reasonable extent as required to allow them to perform their duties as a witness.
 - (d) For each of those days, in respect of which such a regular employee (as detailed in paragraphs (a) to (c), above) receives their normal Library earnings, they shall pay, to the Corporation of the Township of Hornepayne, any payment that they have received for their service as a juror or as a witness, excluding any payment for travel, meals, accommodation, or other recognized expenses.
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- (e) Article 13.06 (d) notwithstanding, for any such day, in respect of which the employee's normal Library earnings would be less than their payment as a juror or as a witness, the employee shall have the option of foregoing their normal Library earnings for that day and retaining, instead, their payment as a juror or as a witness for that day.
- (f) Any such employee, as detailed in paragraphs (a) to (e), above, shall present the Employer with proof of their service as a juror or as a witness, and of the amount of pay received.
- (g) Any employee, as detailed in paragraphs (a) to (f), above, shall return to their regularly-scheduled work upon completion of their duties as a juror or as a witness.

ARTICLE 14 - REGULAR HOURS OF WORK

14.01 The normal hours of operation of the Library shall be Monday to Saturday inclusive between 9:00 a.m. to 9:00 p.m.

Employees shall be allowed to work a flexible number of hours as determined by joint agreement of the employees. It is understood that coverage of the open hours of the Library shall be maintained by the employees.

Should there not be joint agreement the Employer reserves the right to schedule employees to maintain coverage of Library hours.

Provision for regular hours of work shall not be construed to be a guarantee of the hours of work to be performed.

14.02 An employee shall be entitled to a minimum of two (2) hours straight pay at the appropriate rate when scheduled to work.

14.03 Rest Periods

In each work period of three or more scheduled hours, each employee shall be permitted a rest period of fifteen (15) minutes. It is expected that each employee will make a reasonable effort to take their rest period close to the middle of their work period and in such a manner as to cause the least possible inconvenience for Library patrons.

ARTICLE 15 - OVERTIME

15.01 Overtime

Payment for working overtime and application of rules for overtime shall be in accordance with provisions of Employment Standards Act.

15.02 Call Out

Employees who are not at work and are called out by the Chief Executive Officer or employee in charge to work on any of their regular days off or called out by the Chief Executive Officer or employee in charge at any time other than during regular working hours, shall receive straight time for such hours worked, with a minimum of three (3) hours at the straight time rate.

ARTICLE 16 - VACATIONS

16.01 Employees shall be allowed vacation pay and vacation time off, as shown below:

- (a) For each regularly-scheduled employee with less than five (5) years of continuous service with the Library, vacation pay shall be paid at a rate of four percent (4%) of the employee's earnings and unpaid vacation time off of two (2) weeks per year shall be allowed.
 - (b) For each regularly-scheduled employee with at least five (5) years, but less than ten (10) years, of continuous service with the Library, vacation pay shall be paid at a rate of six percent (6%) of the employee's earnings and unpaid vacation time off of three (3) weeks per year shall be allowed.
 - (c) For each regularly-scheduled employee with at least ten (10) years of continuous service with the Library, vacation pay shall be paid at a rate of eight percent (8%) of the employee's earnings and unpaid vacation time off of four (4) weeks per year shall be allowed.
 - (d) Vacation pay shall be paid by direct deposit, on the last pay day of the year.
 - (e) An employee must work one (1) full calendar year before being entitled to vacation time off.
-

ARTICLE 17 - LIST OF RECOGNIZED HOLIDAYS

17.01 The Board recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One (1) Float Day
August Civic Holiday	

and any other day proclaimed a holiday by the Federal, Provincial or Municipal government.

17.02 Holiday During Vacation

An employee shall receive an additional day of vacation immediately following the vacation being taken, when a recognized holiday falls on a day of scheduled vacation.

17.03 Qualifying for a Holiday

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless the employee does not work their last scheduled shift prior to, or their first scheduled shift after the paid holiday, unless they were off work due to bona fide illness or with permission. The Board reserves the right to request a doctor's certificate.

17.04 Rate of Pay - Not Scheduled to Work on a Holiday

If any of the above holidays should fall on a Sunday, then another, appropriate, working day, as close as possible to such a holiday, shall be designated, by the Board, as the paid holiday for the purpose of this agreement.

Further, employees shall be paid for any paid holiday, falling on a Board-designated non-working day other than Sunday, according to the Ministry of Labour formula, as explained under "Public Holiday Pay," in the *Employment Standards Act of Ontario*.

(Note: At the time of signing, Monday was such a Board-designated non-working day.)

17.05 Rate of Pay Scheduled to Work on a Holiday

An employee who works on a recognized holiday as noted in 17.01 shall be paid at the rate of two and one-half (2½) times their rate of pay for scheduled and overtime hours, or one and one-half (1½) times their rate of pay, plus another paid day off which shall be attached to the employee's scheduled days off.

17.06 No employee shall receive payment in respect of any "paid holiday" which occurs during a strike or lockout.

ARTICLE 18 - SAFETY PROVISIONS

18.01 It is mutually agreed that the Board and its employees shall co-operate, to the fullest extent, in the prevention of accidents and in the promotion of the health and safety of the employees. The Board shall make all reasonable provisions for the safety and the protection of the health of the employees.

ARTICLE 19 - WAGES

19.01 Wages shall be paid bi-weekly [twenty-six (26) pay periods per year] by direct deposit in accordance with Schedule "A" which is attached to and forms part of this Agreement.

19.02 Pay During Vacation

Employees will receive their vacation pay on a regular payday by direct deposit.

19.03 An employee promoted through the job posting procedure from one job to another job in a higher job class shall be assigned to the rate which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

19.04 An employee transferred by the Employer from one job to another job of equal job class shall be assigned to rate of the job to which transferred that is the same rate from which transferred.

19.05 Pay of Temporary Transfer, Higher Rated Jobs

(a) When an employee is designated by the Employer to temporarily relieve in or perform the principal duties of a higher paying position, whether inside or outside of the bargaining unit, they shall receive fifty (50%) percent of the difference between their rate and the rate of the job replacing in, added on to their regular hourly rate.

(b) When an employee is designated by the Employer to temporarily relieve or perform specific duties of the Chief Librarian, which are: picking up the mail and making bank deposits, they shall be given a higher rate of pay for one (1) hour per shift which shall be fifty (50%) percent of the difference between their rate and the rate of the CEO, added on to their regular hourly rate.

ARTICLE 20 - TEMPORARY, CASUAL, AND STUDENT EMPLOYEES

20.01 (a) Temporary Employees

A temporary employee is an employee hired for a specific short-term job, including replacement of persons on maternity leave, long-terms of absence, projects, incentive or make-work programs, and whose employment shall cease on completion of the project. This shall not include permanent employees on temporary assignments.

(b) Casual Employees

Casual Employees are those employees hired by the Employer to work on an as required basis to replace regular employees when they are not present.

Casual Employees will be covered by the terms and conditions of the collective agreement except that the following articles will not apply:

11.01 (b), (c), & (d) - (Casual Employees will not accrue seniority except for movement through wage grid unless they are the successful applicant for a job posting. If such is the case then credit for seniority will apply back to date of hire.)

11.02, 11.03, 11.04,

16.01 - (The *Employment Standards Act* of Ontario shall apply.)

17.01 - (Casual employees shall receive pay, for statutory holidays, in accordance with *The Employment Standards Act* of Ontario.)

20.01 (a), 20.02 and 20.03

20.02 Student Employees

Student employees are employees, who are actively engaged in elementary, secondary, or post-secondary education and who are hired either as casual help or as the result of a Government Grant. Student employees are hired to do general library work.

Student employees shall receive the "student" rate of pay, as designated in Schedule A.

20.03 Provision re: Temporary and Student Employees

Temporary employees (not temporary assignments by permanent employees) and student employees shall be subject to Article 5.02 of this Agreement and the right to grieve unjust dismissal, but they shall not be entitled to participation in any other benefit of this collective agreement.

ARTICLE 21 - TECHNOLOGICAL CHANGE CLAUSE

21.01 In the event that changes are required due to technological change, the Board agrees to discuss the proposed changes with the Union prior to implementing such changes. Any jobs created by such technological change shall be posted in accordance with the provisions of this Agreement.

ARTICLE 22 - TERMINATION CLAUSE

22.01 This agreement shall be effective from January 1, 2020 and shall remain in effect until December 31, 2024 and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

22.02 Notice as per Article 22.01 shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

22.03 To Facilitate Negotiations

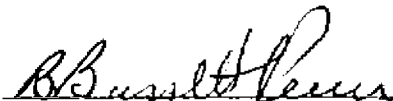
The parties agree that it is desirable that after the notice set out in Article 22.01 has been sent both parties will make and exchange their proposals at a meeting on a mutually agreed date before the initial negotiating meeting.


IN WITNESS WHEREOF the parties hereto have duly executed this agreement, in


Hornepayne, Ontario, this 16 day of March, 2021.

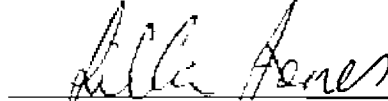
FOR THE BOARD,
The Hornepayne Public Library

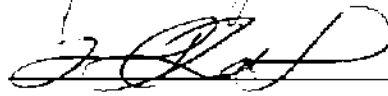
FOR THE UNION,
The Canadian Union of Public Employees
and its Local 3178-01











SCHEDULE "A" – WAGES

Starting January 1, 2020

Positions	Jan 1, 2020 2%	Jan 1, 2021 1.75%	Jan 1, 2022 1.75%	Jan 1, 2023 2%	Jan 1, 2024 2%
0-4 Excel Courses					
Circulation Clerk	18.89	19.22	19.56	19.95	20.35
Temporary - Program Employees	18.89	19.22	19.56	19.95	20.35
5-9 Excel Courses					
Circulation Clerk	21.91	22.29	22.68	23.13	23.59
Temporary - Program Employees	21.91	22.29	22.68	23.13	23.59
Circulation Clerk	24.93	25.37	25.81	26.33	26.86
Temporary - Program Employees	24.93	25.37	25.81	26.33	26.86

Casual Replacement Employees - \$17.11

(A signing bonus of fifty (\$50.00) dollars per Union employee is agreed to.)



LETTER OF INTENT

forming part of the Collective Agreement

Between

THE HORNEPAYNE PUBLIC LIBRARY

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3178-01

RE: IF CLOSURE OF THE LIBRARY

This Letter of Intent, which supersedes the corresponding document of the same title and signed in 2012, will confirm the Library Board's commitment with respect to the closure of the Library.

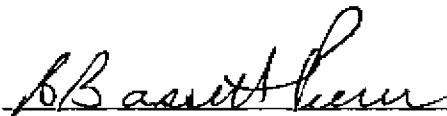
In the event that the Library should cease to operate, the Library will provide each regular Circulation Clerk affected with severance pay equal to one (1) week's pay for each year of that employee's service, as a Circulation Clerk, with the Hornepayne Public Library, up to a maximum of twenty-six (26) weeks.

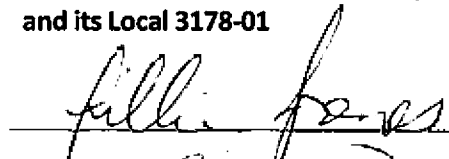
It is understood that a week consists of the numbers of employee's hours averaged out weekly. This average may vary from time to time.

Dated at Hornepayne, Ontario, this 16 day of March, 2021.

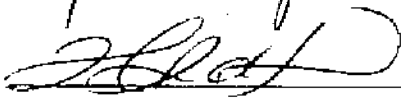
FOR THE BOARD,
The Hornepayne Public Library

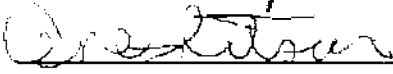
FOR THE UNION,
The Canadian Union of Public Employees
and its Local 3178-01











“Without Prejudice and Precedent”

LETTER OF INTENT

Between

THE HORNEPAYNE PUBLIC LIBRARY
(hereinafter referred to as the “Employer”)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3178-01
(hereinafter referred to as the “union”)

RE: WORK OF THE BARGAINING UNIT

Whereas:

1. The Hornepayne Public Library is currently experiencing financial challenges.
2. It is the desire of both parties to keep the Library a vibrant and strong resource for the community.
3. Both parties recognize that this letter is being signed to help the Library through its current financial difficulties and is only a temporary measure.
4. It is the intent of the parties to return the Library to the hours of work as per Article 14.
5. It is recognized that the bargaining unit currently works 18 hours per week.

Therefore the parties agree:

The Library CEO can perform work of the bargaining unit with the following restraints:

- The Library CEO can work a maximum of 5 hours per week performing bargaining unit work in order that the Library can be open 20 hours per week.
 - The Library CEO can perform “supply” work only when no bargaining unit employees are available for work. Bargaining unit employees shall be allowed to take over any shift being performed by the CEO as a “supply” due to missed phone calls.
-

This letter shall:

- Be in effect until from the date of signing until the collective bargaining process is concluded in 2024.
- Either party can cancel this Letter of Understanding by supplying the other party with thirty (30) days of such intent. During the thirty (30) day period the parties will attempt to meet to resolve the problem.
- Either party can request to meet to discuss this agreement.

Dated at Hornepayne, Ontario, this 16 day of March, 2021.

FOR THE BOARD,
The Hornepayne Public Library

B. Bassett

R. Stinson

A. Stinson

FOR THE UNION,
The Canadian Union of Public Employees
and its Local 3178-01

Bill Jones

J. Stinson
