

# COLLECTIVE AGREEMENT

BETWEEN:

THE PORT HOPE PUBLIC LIBRARY BOARD  
(Employer)



-and-

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 749-01  
(Union)

**CUPE** / *Canadian Union  
of Public Employees*

Collective Agreement in effect  
**January 1, 2024 to December 31, 2026**

## TABLE OF CONTENTS

<b>ARTICLE 1 - Preamble .....</b>	<b>4</b>
<b>ARTICLE 2 - Definitions .....</b>	<b>4</b>
<b>ARTICLE 3 - Employer Rights .....</b>	<b>5</b>
<b>ARTICLE 4 - Recognition.....</b>	<b>6</b>
4.01 Employer.....	6
4.02 Employee.....	6
4.03 Full-time Employee .....	6
4.04 Part-time Employee.....	6
4.05 Probationary Employee.....	6
4.06 Temporary Employee .....	7
<b>ARTICLE 5 - No Discrimination .....</b>	<b>7</b>
<b>ARTICLE 6 - Employer/Union Relations .....</b>	<b>7</b>
6.01 Correspondence.....	7
6.02 Bulletin Board.....	8
6.03 Access to Personnel Record.....	8
6.04 Access to Worksite.....	8
6.05 Union Representative.....	8
6.06 Labour Management Committee.....	9
<b>ARTICLE 7 - No Strikes or Lockouts .....</b>	<b>9</b>
<b>ARTICLE 8 - Union Dues.....</b>	<b>9</b>
<b>ARTICLE 9 - Seniority .....</b>	<b>10</b>
9.01 Seniority List.....	10
9.02 Seniority Number .....	10
9.03 No Seniority.....	10
9.04 Accumulation of Service and Seniority.....	10
9.05 Seniority Rights Cease.....	10
9.08 Seniority Factors .....	11
<b>ARTICLE 10 - Job Vacancies .....</b>	<b>11</b>
10.01 Job Posting .....	11
10.02 Job Application .....	11
10.03 Applicant Selection.....	11
10.04 Applicant Placement .....	12

10.05	Temporary Vacancies .....	12
10.06	Notice .....	12
10.07	New Position .....	12
<b>ARTICLE 11 - Complaint Procedure.....</b>		<b>12</b>
<b>ARTICLE 12 - Grievance Procedure.....</b>		<b>13</b>
<b>ARTICLE 13 - Mediation .....</b>		<b>14</b>
<b>ARTICLE 14 - Arbitration .....</b>		<b>14</b>
<b>ARTICLE 15 - Work Schedule.....</b>		<b>15</b>
15.02	Schedules .....	15
15.03	Shifts .....	15
15.04	Trading Shifts .....	16
15.05	Vacant Shifts .....	16
15.06	Shift Absence .....	16
<b>ARTICLE 16 - Overtime .....</b>		<b>17</b>
<b>ARTICLE 17 - Paid Holidays .....</b>		<b>17</b>
<b>ARTICLE 18 - Vacations .....</b>		<b>17</b>
18.01	Part-time Employees - Vacation .....	17
18.02	Full-time Employees - Vacation.....	18
18.03	Full-time Employees - Vacation Procedure .....	19
18.04	Vacation Time Off.....	19
18.05	Vacation Changes .....	19
<b>ARTICLE 19 - Absences .....</b>		<b>20</b>
19.01	Part-time Employees - Paid Personal Days .....	20
19.02	Absence Notification .....	20
19.03	Medical Documentation and Modified Work.....	20
<b>ARTICLE 20 - Leaves of Absence .....</b>		<b>21</b>
20.01	Personal Leave .....	21
20.02	Pregnancy/ Parental Leave.....	21
20.03	Union Leave .....	21
20.04	Bereavement Leave .....	21
<b>ARTICLE 21 - Job Classification and Wages .....</b>		<b>22</b>
21.01	Wages .....	22
21.02	Job Classification .....	22

<b>ARTICLE 22 - Allowances .....</b>	<b>22</b>
<b>ARTICLE 23 - Health and Safety .....</b>	<b>22</b>
<b>ARTICLE 24 - Workplace Safety and Insurance.....</b>	<b>23</b>
<b>ARTICLE 25 - Full-time Employees - Short Term Disability.....</b>	<b>23</b>
<b>ARTICLE 26 - Health and Dental Benefits .....</b>	<b>25</b>
26.01    Benefits – life insurance, AD&D, long term disability, extended health care and dental .....	25
26.02    Full-time Employee - Group Health, Dental, Life Insurance Benefit Plan .....	28
26.03    Part-time Employee – Health Spending Account.....	28
<b>ARTICLE 27 - General Provisions .....</b>	<b>29</b>
<b>ARTICLE 28 - Technology Change.....</b>	<b>30</b>
<b>ARTICLE 29 - Amalgamation, Regionalization and Merger Protection.....</b>	<b>30</b>
<b>ARTICLE 30 – Agreement .....</b>	<b>30</b>
<b>Schedule A - Hourly Wage .....</b>	<b>32</b>
Effective Jan 1, 2024.....	32
Effective Jan 1, 2025.....	32
Effective Jan 1, 2026.....	32
<b>Letter of Understanding Re: Job Evaluation Committee and System .....</b>	<b>34</b>
<b>Letter of Understanding Re: Scheduling Standard Operating Procedures.....</b>	<b>35</b>
<b>Letter of Understanding Re: Transition to Library Services Assistant Position.....</b>	<b>36</b>

## ARTICLE 1 - Preamble

**1.01** WHEREAS it is the desire of both parties to this Agreement:

- a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union
- b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to the terms and conditions of employment
- c) To encourage efficiency in operation and
- d) To promote the morale and well-being of all Employees in the bargaining unit of the Union.

**1.02** AND WHEREAS it is now desirable that matters pertaining to the above be drawn up in an AGREEMENT

Now therefore, the parties agree as follows:

## ARTICLE 2 - Definitions

**Agreement** - shall refer to this document ratified, signed and implemented in accordance with the Ontario Labour Relations Act.

**Arbitrator** - shall refer to an individual from the Ministry of Labour or an Individual independent of the Employer and Union, who is mutually agreed upon or appointed in accordance with Article 14.

**Complaint** - occurs when there has been an Employer decision made that an Employee believes is contrary to the language in the Agreement. A Complaint can be regarding the interpretation, meaning, operation or application of this Agreement or alleged violation of the Agreement.

**Employee** - shall refer to an individual who is hired for an indefinite term into a position covered by this Agreement, as listed in Schedule A and who is not a Probationary or Temporary Employee as defined herein. As such an Employee shall be afforded the rights, privileges, obligations and/or entitlements defined in this Agreement.

**Employer** - shall refer to the Port Hope Public Library Board in the Municipality of Port Hope.

**Grievance** - shall refer to a difference arising between the parties relating to the interpretation, application or administration of the Agreement.

**Mediator** - shall refer to an Individual Independent from the Employer and the Union, who is agreed upon in accordance with Article 13 to assist in the resolution of a Grievance.

**Operational Hours** - shall be determined by the Employer and the Union will be notified if Operational Hours are changed.

**Seniority** - shall refer to length of continuous service in the employ of the Employer since last date of hire, except as otherwise provided in this Agreement. Where two (2) or more Employees commence work on the same day, Seniority shall be determined by the Employee ID number with the lowest number being the more senior.

**Shifts** - shall refer to hours of work scheduled by the CEO or designate.

**Student** - shall refer to an individual who was a full-time secondary or post-secondary Student during the preceding academic year and who intends to return to school on a full-time basis during the upcoming academic year and who is hired by the Port Hope Public Library for a defined period of time and task.

**Temporary Employee** - shall refer to an individual hired for a fixed term to replace an Employee on Pregnancy, Parental, or any other leave of absence or for any other reason and whilst so employed the Temporary Employee shall not be afforded the rights, privileges, obligations and/or entitlements defined In the Agreement and shall not be included in the reference to Employee throughout this Agreement.

**Union** - shall refer to the Canadian Union of Public Employees and its Local 749-01

**Union Representative** - shall refer to an individual elected or appointed as Union Representative in accordance with Article 6.03 of this Agreement.

**Volunteers** - shall refer to a person who performs tasks for the Port Hope Public Library without wages, benefits, or compensation of any kind. Volunteers do not replace or reduce hours of bargaining unit Employees but enhance and extend the services being offered.

**Working Days** - shall be determined by the Employer.

### **ARTICLE 3 - Employer Rights**

**3.01** The Union acknowledges that it is the function of the Employer to hire, promote, demote, layoff, transfer, suspend and discharge Employees for just cause subject to the terms of this Agreement. The Union further recognizes that management is vested exclusively in the Employer and that the Employer has the right to make and alter from time to time rules and regulations to be observed by Employees provided that they are not inconsistent with the provisions of this Agreement.

**3.02** The parties recognize the importance of Volunteers and agree that the work performed by Volunteers shall complement but not replace or reduce the work being performed by bargaining unit Employees.

## **ARTICLE 4 - Recognition**

### **4.01 Employer**

The Employer recognizes the Canadian Union of Public Employees, Local 749-01 as the exclusive bargaining agent for all Employees employed by the Port Hope Public Library Board in the Municipality of Port Hope, save and except the Chief Librarian and Chief Executive Officer (CEO), Library Services Manager Administrative Assistant, Students employed during the school vacation period, Supervisors, and persons above the rank of Supervisor.

### **4.02 Employee**

Employee shall refer to an individual who is hired for an indefinite term into a position covered by this Agreement, as listed in Schedule A 1 and who is not a Probationary or Temporary Employee as defined herein. As such an Employee shall be afforded the rights, privileges, obligations and/or entitlements defined in this Agreement.

### **4.03 Full-time Employee**

Full-time Employee shall refer to Employees in the bargaining unit who have successfully completed the probationary period and who regularly work thirty- five (35) hours per week or more.

### **4.04 Part-time Employee**

Part-time Employee shall refer to Employees In the bargaining unit who have successfully completed the probationary period and who regularly works less than full-time hours.

### **4.05 Probationary Employee**

- a) Probationary Employee shall refer to an individual hired into a position covered by this Agreement as listed in Schedule A and who has served less than six (6) consecutive months of service (so deemed the probationary period) with the Employer. As such, the Probationary Employee shall not be afforded the rights, privileges, obligations and/or entitlements defined in this Agreement and shall not be included in the reference to 'Employee' throughout this Agreement.
- b) Upon successful completion of the six (6) month Probationary period, the Probationary Employee shall be recognized as an Employee and the Seniority of said Employee will date back to the day on which the most recent employment first began.
- c) The termination of a Probationary Employee shall be at the sole discretion of the Employer. The parties agree that during the probationary period a lesser standard applies, and the termination of a Probationary Employee shall not be done in an arbitrary, discriminatory or bad faith manner.

The probationary period may be extended by mutual agreement of the Employer and the Union.

#### **4.06 Temporary Employee**

- a) Temporary Employee shall refer to an Individual hired for a fixed term to replace an Employee on Pregnancy, Parental, or any other leave of absence or for any other reason and whilst so employed the Temporary Employee shall not be afforded the rights, privileges, obligations and/or entitlements defined in the Agreement and shall not be included In the reference to Employee throughout this Agreement.
- b) If the Temporary Employee is, at a later date, hired into a position with an undetermined term covered by this Agreement and as listed in Schedule A, the Employee shall be credited with their service accrued to the hire date on which employment first began, provided there is no break in service. Furthermore, said service shall count towards the service required for the Employee's probationary period.
- c) The termination of a Temporary Employee shall be at the sole discretion of the Employer. The termination shall not be done in an arbitrary, discriminatory, or bad faith manner.

### **ARTICLE 5 - No Discrimination**

**5.01** The Employer and the Union, agree that there will be no discrimination, interference, restrictions or coercion exercised or practiced by the parties or by any of their representatives, in accordance with the Ontario Human Rights Code or as amended, with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. Further there will be no discrimination based on membership or non-membership in a Trade Union.

**5.02** The Employer and the Union recognize that an Employee has the right to define their own gender identity. This includes the right to determine their own pronouns.

### **ARTICLE 6 - Employer/Union Relations**

#### **6.01 Correspondence**

- a) Correspondence from the Union to the Employer shall be addressed and delivered to the CEO or designate.
- b) Correspondence from the Employer to the Union shall be addressed and delivered to a Union Representative selected and identified in writing by the Union.

## **6.02 Bulletin Board**

- a) The Employer shall provide a bulletin board at the Mary J. Benson Branch upon which the Union and the Employer shall have the right to post authorized notices of meetings and other notices relating to Union or Employer matters.
- b) The posting of information must be forwarded to the CEO or designate in advance.

## **6.03 Access to Personnel Record**

An Employee shall have the right, at a mutually agreed upon time, to have access to and review their personnel record in the presence of an Employer representative. Employee may request a copy of anything contained in their file.

## **6.04 Access to Worksite**

The Employer will permit, with the authorization of the CEO or designate the use of Mary J. Benson Program Room for the purpose of PHPL Union members' meetings, without cost to the Union.

## **6.05 Union Representative**

- a) The Union may elect or appoint as Union Representative, not more than two (2) Employees from the bargaining unit to act as members on the following Committees: Grievance Committee, Negotiating Committee and Labour Management Committee.
- b) It is agreed that the Union Representative shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their duties to participate in Union business unless given permission by the Employer and for the expressed purpose of participating in a Grievance proceeding as outlined herein, negotiating the Collective Agreement, or participating on the Labour Management Committee.
- c) The Union Representative(s) serving on the Grievance, Negotiating and Labour Management Committee shall have the privilege of participating in the above named Committees held during the Union Representative's scheduled Shift without loss of regular pay.
- d) Every effort shall be made by the Union Representative/Employer to schedule processing of Grievances, Labour Management meeting, negotiating of this Agreement and attendance at the Health and Safety Committee meetings during the Committee member's current scheduled hours. The Committee member shall only be paid for time in attendance at these meetings.
- e) The Union shall with prior notification, have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

## **6.06 Labour Management Committee**

- a) The Labour Management Committee shall be established consisting of two (2) Employees of the bargaining unit and not more than two (2) representatives of the Employer. This Committee shall meet at least twice a year or as mutually agreed upon by both parties.
- b) The parties shall take turns chairing the meetings. Minutes of all meetings shall be sent electronically to the Labour Management Committee members. The Union shall be responsible for posting a copy of the minutes as approved by the Employer on all Union bulletin boards.
- c) The Labour Management Committee shall address matters pertaining to the relations between the Employer and the Union.
- d) The Labour Management Committee shall not have the power to add, amend, delete, or change any part of the Agreement without first having it ratified by their respective parties.
- e) It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the written permission of the CEO or designate.

## **ARTICLE 7 - No Strikes or Lockouts**

- 7.01** The Union agrees that during the term of this Agreement there shall be no strikes, slowdown, or stoppage of work.
- 7.02** The Employer agrees that there shall be no lockout during the term of this Agreement.

## **ARTICLE 8 - Union Dues**

- 8.01** The Employer will deduct Union Dues from the pay due to each Employee. Such deductions shall be made each pay period in accordance with the Union Constitution and By-laws, as directed by the Union in writing and the amounts so deducted will be forwarded to the National Union on or before the 15<sup>th</sup> day of the month following the month in which such deduction was made, together with a list of Employees from whose pay such dues were deducted.
- 8.02** The Union will indemnify and save the Employer harmless from and against any and all claims and demands which may be made by an Employee against the Employer with respect to Union Dues deducted and forwarded by the Employer to the Union.

## **ARTICLE 9 - Seniority**

### **9.01 Seniority List**

- a) A Seniority list showing each Employee's name and job classification shall be posted on the Union bulletin board and such list shall be revised by the Employer in January of each year.
- b) A copy of each such list shall be delivered to the Recording Secretary of the Union Local 749-01.

### **9.02 Seniority Number**

Where two (2) or more Employees commence work on the same day, preference shall be determined by the Employee ID number with the lowest number being the more senior.

### **9.03 No Seniority**

A Probationary Employee shall have no Seniority standing until they have completed the six (6) month Probationary period, after which time their name shall be placed on the Seniority list and their Seniority shall date back to the date of their most recent hire.

### **9.04 Accumulation of Service and Seniority**

- a) Service and Seniority shall accumulate during any period of paid leave and for the first ninety (90) calendar days of an approved unpaid leave.
- b) During an approved unpaid leave exceeding ninety (90) calendar days, credit for service and Seniority shall be suspended.
- c) An Employee returning from an unpaid leave exceeding ninety (90) calendar days shall be credited with the amount of service and Seniority held on the ninetieth (90th) day of the leave.
- d) Notwithstanding the above, service and Seniority shall continue to accumulate during the entire period of a pregnancy and parental leave in accordance with the Employment Standards Act, 2000.

### **9.05 Seniority Rights Cease**

Seniority rights and employment of an Employee shall cease if:

- a) they resign, subject to their right to rescind their resignation in writing within five (5) working days, or they retire
- b) they are discharged and not reinstated through Grievance, mediation, or arbitration procedures
- c) they are absent from work for more than three (3) scheduled Shifts without notifying the CEO or designate in-person or by telephone as soon as possible

- d) after a lay-off, they fail to return to work within three (3) Working Days after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of each Employee to keep the Employer informed of their current address.
- e) they are laid off for a period longer than two (2) years.
- f) they are absent from work due to illness or injury for a period in excess of two (2) years, subject to the Ontario Human Rights Code.

#### **9.08 Seniority Factors**

- a) Seniority and qualifications shall be the determining factor in matters of promotions, lay-offs and recalls.
- b) Employees without Seniority status shall not be employed unless regular Employees on lay-off have been given the opportunity of recall.

### **ARTICLE 10 - Job Vacancies**

#### **10.01 Job Posting**

When a present or new job covered by Article 4.01 of this Agreement becomes vacant, the following procedure will apply:

- a) the Employer will post for a period of five (5) Working Days in the Mary J. Benson Branch and email to all Employees, a notice of the Vacancy
- b) the notice of vacancy may be posted internally and externally as determined by the Employer based on operational requirements
- c) the notice will contain the nature of the job, the qualifications required and the rate of pay
- d) internal applicants will be interviewed and considered first.

#### **10.02 Job Application**

- a) An Employee who wishes to be considered for the position so posted shall submit their Application in writing to the CEO or designate whose name appears on the job posting, by the job posting closing date.
- b) Every such Application shall set forth the Employee's qualifications, training, education, and experience.

#### **10.03 Applicant Selection**

In selecting an Applicant to fill the vacancy, the Employer shall consider the Applicant's skills, ability, qualifications, training, education, and experience and where all of the aforementioned are relatively equal, Seniority shall be the determining factor.

#### **10.04 Applicant Placement**

- a) The successful Applicant shall be placed in the position so posted on a trial basis for a period of thirty (30) calendar days.
- b) If they prove to be unsatisfactory or if they decide not to continue in the new position they shall revert to their former position and in such event the Employer will not be required to re-post the position but will consider the other applications received and selection shall be based on the same selection criteria as outlined in Article 10.03.
- c) The Employer shall communicate via email to the Vice President of the Union, Local 749-01 and all members who have email access, the name of the successful applicant.
- d) As of the date of the Employee's transfer to the new position and prior to the completion of the thirty (30) day trial period, the Employer may advertise internally and externally if not already done, review applications and conduct interviews for the Employee's former vacated position. Any offer of employment for the Employee's former vacated position is to occur after the Employee has successfully completed the thirty (30) day trial period.

#### **10.05 Temporary Vacancies**

- a) Temporary vacancies of less than ninety (90) days shall be filled at the discretion of the Employer based on operational requirements.
- b) Vacancies for a period longer than ninety (90) days shall be posted and filled in accordance with the Agreement. The Employer will give consideration to Seniority and qualifications.

#### **10.06 Notice**

Whenever the Employer hires Temporary Employees, Co-op Students, Students employed during the school vacation period, the Union shall be notified in writing, of the date of hire and the classification.

#### **10.07 New Position**

The creation of a new position that does not fall under the definition of Employee under the Ontario Labour Relations Act is at the discretion of the Employer.

### **ARTICLE 11 - Complaint Procedure**

- 11.01** It is the mutual desire of both parties that an Employee's Complaint be addressed as promptly as possible. A Complaint can be regarding the interpretation, meaning, operation or application of this Agreement or alleged violation of the Agreement.

- 11.02** It is understood that an Employee has no Grievance until they have first discussed their Complaint with the CEO or designate and given the CEO or designate the opportunity to resolve the Complaint.
- 11.03** When an Employee has a Complaint, they shall discuss it verbally with the CEO or designate. The Employee may choose to have Union representation to attend the complaint meeting.
- 11.04** Following settlement of the Complaint, the Employee may take the matter up as a Grievance in accordance with the Grievance procedure in this Agreement.

## **ARTICLE 12 - Grievance Procedure**

- 12.01** For the purposes of Article 12 Grievance procedure, the reference to days shall exclude Saturdays, Sundays and Statutory Holidays.
- 12.02** In the event of a Grievance by an Employee that they have been dealt with contrary to the terms of the Agreement, they may file a Grievance against the Employer.
- 12.03** All Grievances shall be in writing, shall contain a statement of the facts giving rise to the Grievance, shall state the clause or clauses of the Agreement which are alleged to have been violated and shall be filed in accordance with the provisions outlined in this Article within and not after ten (10) days of the incident giving rise to the Grievance.
- 12.04** The following shall be the procedure in processing and handling Grievances:
- STEP 1**
- a) The Employee and Union Representative shall take the matter up with the CEO and/or designate, submitting the Grievance, in writing and shall include the nature of the Grievance and the remedy sought.
  - b) A meeting shall be arranged with the Employee, their Union Representative and the CEO and/or designate to discuss the Grievance.
  - c) The Employer shall provide a written decision to the Employee within five (5) days of this meeting.
- 12.05** **STEP 2**
- a) If the Grievance is not resolved at Step 1 through the Grievance procedure, the Employee and the Union Representative will meet with the Employer representatives to discuss the Grievance and to find a mutually agreeable settlement to the Grievance.
  - b) The Employer shall provide a written decision to the Employee within five (5) days of this meeting.

**12.06 STEP 3**

a) If the Grievance Is not resolved at Step 2 through the Grievance procedure, the Union may not later than twenty (20) days after receipt of the Employer's written decision, refer the matter to Arbitration as provided in this Agreement.

**12.07** Upon mutual agreement of the Employer and the Union, any of the above noted time frames may be extended.

**12.08** No Employee shall leave their work to investigate or process a Grievance without first obtaining the consent from the CEO or designate.

**12.09** In the event an Employee is suspended from employment as a disciplinary measure or is discharged and the Employee considers that an injustice has been done, the matter may be taken up by the Employee as a Grievance under Step 1 above.

**ARTICLE 13 - Mediation**

**13.01** After the Grievance procedure as set out in Article 12 has been exhausted, and before an Arbitrator Is contacted under Article 14, either party may seek the services of a Mediator to assist in resolving the parties' differences.

**13.02** It Is agreed that the selection of a Mediator will only be done on the written consent of both parties.

**13.03** In the event that the use of a Mediator is agreed upon, contact with the Arbitrator shall be delayed until after the mediation meeting has taken place and only if the mediation has failed to resolve the dispute.

**13.04** The parties shall share equally in the expenses of the Mediator.

**13.05** Through the mediation process, where both parties agree in writing to a resolution of the Grievance, the settlement is binding.

**13.06** The mediation meeting will be held in the Municipality of Port Hope.

**ARTICLE 14 - Arbitration**

**14.01** For the purposes of Article 14 Arbitration procedure, the reference to days shall exclude Saturdays, Sundays, and Statutory Holidays.

**14.02** Where a difference arises between the parties relating to the interpretation, meaning, operation or application of this Agreement or alleged violation of the Agreement, either of the parties may, after exhausting the Grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

**14.03** The parties will mutually agree upon a single Arbitrator.

- 14.04** Should the parties fail to agree upon an Arbitrator within twenty (20) days following notification in writing, the matter may be submitted to the Minister of Labour.
- 14.05** If a notification in writing to submit the Grievance to arbitration is not received by the Employer within twenty (20) days of the Employer's written decision in Step 2, the Grievance shall be deemed to have been abandoned.
- 14.06** The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- 14.07** The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement.
- 14.08** Both parties to this Agreement will share equally the cost of the Arbitrator.
- 14.09** All arbitration hearings will be held In the Municipality of Port Hope.

## **ARTICLE 15 - Work Schedule**

- 15.01** The number of hours worked, and the work schedule is variable each week to meet the service requirements of the Operational Hours of the Library.
- 15.02 Schedules**
- a) Scheduling will be in accordance with the PHPL scheduling procedure.
  - b) Schedules shall be developed for a one (1) month period.
  - c) The schedule shall be posted three (3) weeks in advance of the applicable period. The Employer shall not change the posted schedule without mutual consent. Employees are to make any necessary trades, in accordance with Article 15.04.
  - d) Part time Employees shall not be scheduled for Shifts of any less than three (3) hours unless upon mutual agreement between the Employer and the Employee.
  - e) An Employee shall be paid a minimum of one and half (1½) hours for time spent in the monthly staff meetings with the Employer, as scheduled.
- 15.03 Shifts**
- a) Morning circulation Shifts for the Mary J. Benson Branch shall commence a minimum of one half (½) hour prior to the library opening.
  - b) Shifts for the Port Hope Community Hub Branch shall commence half (½) hour prior to Library opening.
  - c) There shall be no split Shifts unless as mutually agreed.

- d) An Employee will be permitted a half ( $\frac{1}{2}$ ) hour unpaid meal break for Shifts of more than five (5) hours.
- e) Paid Breaks - Each Employee will be permitted one (1) fifteen (15) minute paid break for every Shift of three (3) to five (5) hours. Employees will take their breaks in a manner that will maintain continuous service to the public.

#### **15.04 Trading Shifts**

- a) An assigned Employee who is scheduled by the Employer to work a Shift may trade the scheduled Shift with a second Employee who is qualified to perform all the work required during the scheduled Shift.
- b) All trades must be approved in advance by the CEO or designate and shall not be unreasonably denied. The trading of Shifts shall not result in increased costs to the Employer.
- c) An Employee who is scheduled to work a Shift may elect to give away the Shift, following the procedure In Article 15.04 a) to a second Employee with the same classification as the Employee's Shift, being given away.
- d) The Employee shall advise the Employer via email prior to the date of the Shift. The Shift giveaway must be approved by the Employer and shall not be unreasonably denied. The Shift given away shall not result in a higher wage or benefit cost to the Employer.

#### **15.05 Vacant Shifts**

- a) Shifts that become vacant shall be filled on a rotational and Seniority basis within the classification.
- b) If the Shift still remains unfilled the Shift shall be offered to a qualified Temporary Employee.
- c) Should an Employee work an additional Shift (in addition to their posted work schedule) due to illness or due to operational requirements, that additional Shift shall be in addition to the Employee's posted work schedule which shall not be reduced as a result of working the additional Shift.

#### **15.06 Shift Absence**

When an Employee is unable to report to work, they shall, as soon as possible, inform the CEO or designate via phone, text, or in person that they will not be at work, and state the probable length of absence.

## **ARTICLE 16 - Overtime**

- 16.01** All hours worked in excess of eight (8) consecutive hours per day will be paid at the rate of one and one-half times the base rate of pay.
- 16.02** Extra hours of work shall be divided equitably, as is reasonably possible, among those bargaining unit Employees qualified to perform such work. Extra hours of work must be approved by CEO or designate.

## **ARTICLE 17 - Paid Holidays**

- 17.01** Employees shall receive public holiday pay in accordance with the Employment Standards Act, 2000 for the following holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed by the Federal, Provincial and Municipal Government and all special holidays declared by the Employer.

## **ARTICLE 18 - Vacations**

### **18.01 Part-time Employees - Vacation**

The percentage paid for vacation shall be calculated based on the Employee's current hourly wage. Changes to vacation entitlement will be allocated in the first full pay period following the entitlement service date.

In 2024, the following vacation pay shall apply to all Part-time Employees:

- a) Part-time Employees with a length of service of less than five (5) years, four percent (4%) of the Employee's earnings in the pay period shall be paid as vacation pay, in addition to the Employee's regular earnings for the pay period
- b) Part-time Employees with a length of service of five (5) years or more, six percent (6%) of the Employee's earnings in the pay period shall be paid as vacation pay, in addition to the Employee's regular earnings for the pay period
- c) Where there are no Employee earnings paid, there shall be no vacation pay.

Effective as of the first full pay period of 2025 the following vacation pay shall apply to all Part-time Employees:

- a) Part-time Employees with a length of service of less than five (5) years, four percent (4%) of the Employee's earnings in the pay period shall be paid as vacation pay, in addition to the Employee's regular earnings for the pay period.
- b) Part-time Employees with a length of service of five (5) years to less than fifteen (15) years shall be paid six percent (6%) of the Employee's earnings in the pay period shall be paid as vacation pay, in addition to the Employee's regular earnings for the pay period.
- c) Part-time Employees with a length of service of fifteen (15) years to less than twenty-five (25) years shall be paid eight percent (8%) of the Employee's earnings in the pay period shall be paid as vacation pay, in addition to the Employee's regular earnings for the pay period.
- d) Part-time Employees with a length of service of twenty-five (25) years or more years shall be paid ten percent (10%) of the Employee's earnings in the pay period shall be paid as vacation pay, in addition to the Employee's regular earnings for the pay period.

#### **18.02 Full-time Employees - Vacation**

Changes to vacation entitlement will be allocated in the first full pay period following the entitlement service date.

In 2024, the following paid vacation time shall apply to Full-time Employees:

- a) Full-time Employees with more than one month but less than one (1) year of service shall receive one (1) day paid vacation for each calendar month of service, to a maximum of ten (10) days.
- b) Full-time Employees with a length of service of one (1) year and less than five (5) years of service, shall receive ten (10) days paid vacation per calendar year.
- c) Full-time Employees with a length of service of five (5) years but less than ten (10) years of service, shall receive fifteen (15) days paid vacation per calendar year.

Effective the first full pay period in 2025, the following paid vacation time shall apply to Full-time Employees:

- a) Full-time Employees with more than one month but less than one (1) year of service shall receive one (1) day paid vacation for each calendar month of service, to a maximum of ten (10) days.
- b) Full-time Employees with a length of service of one (1) year and less than five (5) years of service, shall receive ten (10) days paid vacation per calendar year.

- c) Full-time Employees with a length of service of five (5) years but less than fifteen (15) years of service, shall receive fifteen (15) days paid vacation per calendar year.
- d) Full-time Employees with a length of service of fifteen (15) years to less than twenty-five (25) years shall receive twenty (20) days paid vacation per calendar year.
- e) Full-time Employees with a length of service of twenty-five (25) years or more shall receive twenty-five (25) days paid vacation per calendar year.

**18.03 Full-time Employees - Vacation Procedure**

- a) With permission of the Port Hope Public Library Board, a Full-time Employee may be permitted to carry up to a maximum of five (5) days (35 hours) paid vacation to be used within the next calendar year. Any unused carry forward will be forfeited.
- b) Vacation that is payable under the Employment Standards Act 2000 and remains unused at year end, and that has not been approved for carry forward, shall be paid out on the last pay period of the year.
- c) Upon termination of employment the Full-time Employee shall be entitled to vacation pay on a pro rated basis for the period of time worked in the calendar year to the date employment ended, less vacation already paid.
- d) Where applicable, an overpayment of vacation shall be deducted from the next pay to the Employee or where this is not applicable, the Employee shall reimburse the Employer.

**18.04 Vacation Time Off**

- a) Employees may request a maximum of two (2) consecutive unpaid calendar weeks off as vacation during the months of June, July, and August.
- b) Additional unpaid vacation days may be requested throughout the year.
- c) All vacation time off requests shall be in accordance with the PHPLB scheduling procedure.
- d) All vacation requests must be submitted to the Library Services Manager or designate a minimum of five (5) weeks in advance of the start of the vacation or as mutually agreed. Vacation requests are subject to the approval of the CEO or designate, based on operational needs and staffing requirements.

**18.05 Vacation Changes**

- a) Employees cannot extend approved unpaid vacation days by trading Shifts.
- b) Employees must submit a revised vacation request that includes the additional unpaid vacation days for approval by the CEO or designate.

## **ARTICLE 19 - Absences**

### **19.01 Part-time Employees - Paid Personal Days**

In 2024, Part-time Employees shall receive up to twenty (20)-hours of paid time off per calendar year or a pro-rated portion for the period of time worked in the calendar year. These hours are to be used for the purpose of an absence due to personal or family (spouse, child, parent) illness/Injury. There will be no carry forward of paid personal hours from one year to the next and there will be no cash payout of unused paid personal hours.

In 2025, Part-time Employees shall receive up to twenty-four (24) hours of paid time off per calendar year or a pro-rated portion for the period of time worked in the calendar year. These hours are to be used for the purpose of an absence due to personal or family (spouse, child, parent) illness/Injury. There will be no carry forward of paid personal hours from one year to the next and there will be no cash payout of unused paid personal hours.

In 2026, Part Time Employees shall receive up to twenty-eight (28) hours of paid time off per calendar year or a pro-rated portion for the period of time worked in the calendar year. These hours are to be used for the purpose of an absence due to personal or family (spouse, child, parent) illness/Injury. There will be no carry forward from one year to the next and there will be no cash payout of unused paid personal hours.

### **19.02 Absence Notification**

The Employee shall notify the CEO or designate **via phone, text, or** in-person prior to the absence or as soon as possible, to advise of the absence, the reason for the absence and the expected length of the absence.

### **19.03 Medical Documentation and Modified Work**

- a) The Employer further reserves the right to request additional medical information regarding the Employee's medical restrictions and functional abilities to facilitate a return to modified work where appropriate.
- b) The Employee shall be required to participate cooperatively in the modified work program.
- c) A Union Representative shall be present at the return to work meeting when requested by the Employee.

## **ARTICLE 20 - Leaves of Absence**

### **20.01 Personal Leave**

- a) The CEO shall have sole discretion in granting a leave of absence without pay and without loss of Seniority to an Employee who has successfully completed their probationary period.
- b) An Employee making such a leave request must make the request, in writing, to the CEO at the earliest opportunity prior to the leave period requested, and in any event must make the leave request at least one (1) month in advance of the commencement of the leave period.
- c) Such leave shall not exceed ninety (90) calendar days.
- d) The discretion to grant a leave request shall be reasonably exercised, subject to operational requirements and the library's ability to maintain a satisfactory working schedule and qualified workforce.
- e) The CEO reserves the right to require an explanation as to the reason for the request and may require production of documentation in support of the leave request.

### **20.02 Pregnancy/ Parental Leave**

Employees shall receive pregnancy and/or parental leave in accordance with the Employment Standards Act, 2000.

### **20.03 Union Leave**

- a) Any Employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated will be granted leave of absence without loss of Seniority by the Employer for a period up to two (2) years.
- b) The Employee would not be eligible to receive vacation and Employer paid benefits throughout the period of the unpaid leave.

### **20.04 Bereavement Leave**

An Employee shall be granted up to ten (10) hours bereavement leave without loss of pay for the purpose of mourning, making funeral arrangements and attending the funeral on the death of a family member.

The Employer reserves the right to request reasonable verification of the death.

Upon approval from the CEO or designate, an Employee may be granted additional unpaid bereavement leave for the purposes of mourning, making funeral arrangements, and attending the funeral on the death of a family member.

## **ARTICLE 21 - Job Classification and Wages**

### **21.01 Wages**

- a) The job classification and the rate of pay for each position shall be as set out in Schedule A of this Agreement.
- b) Wages shall be paid in full every two (2) weeks by direct deposit as per payroll procedures.

### **21.02 Job Classification**

- a) An Employee who is to work in a classification paying a higher rate shall receive the pay for the classification.
- b) An Employee who is temporarily required to work in a lower paid classification at the Employer's direction due to operational requirements shall maintain their standard rate.
- c) When the duties or volume of work in any classification are changed or increased or where the Union or an Employee feels they are unfairly or incorrectly classified, such changes shall be subject for discussion between the Employer and Union.
- d) If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted as a Grievance.

## **ARTICLE 22 - Allowances**

**22.01** An Employee shall be compensated mileage in accordance with Port Hope Public Library Policy for travel to off-site training and conferences.

**22.02** An Employee required to travel more than forty (40) kilometres beyond the Municipality limits on Employer business shall be reimbursed for meal expenses if required and where a meal is not provided.

**22.03** Total reimbursement for meal expenses shall not exceed sixty-two dollars (\$62.00) in any one (1) day. The Employer will reimburse the Employee upon receiving original receipts satisfactory to the Employer. Expenses for alcohol are not reimbursable.

## **ARTICLE 23 - Health and Safety**

**23.01** The Union and Employer shall co-operate in continuing and perfecting the safety measures now in effect.

**23.02** One (1) representative appointed by the Employer and one (1) representative of the Union shall be members of the Health and Safety Committee.

**23.03** Hours worked in attendance at Health and Safety training, Health and Safety meetings and conducting workplace inspections shall be paid by the Employer.

**23.04** The Employer shall acknowledge any Health and Safety workplace hazards presented by the worker representative or workers. Workplace hazards shall be rectified as soon as possible in accordance with the Occupational Health & Safety Act.

## **ARTICLE 24 - Workplace Safety and Insurance**

**24.01** An Employee prevented from performing their regular work on account of an occupational accident shall file a claim with the Workplace Safety and Insurance Board.

**24.02** The Employer agrees to advance up to two **(2)** bi-weekly payments to the Employee equal to the amount of the anticipated WSIB payment provided the Workplace Safety and Insurance Board claim form has been submitted.

**24.03** The Employee shall reimburse to the Employer, all compensation paid by the Employer in pay advances.

## **ARTICLE 25 - Full-time Employees - Short Term Disability**

**25.01** The Employer undertakes to provide a Short-Term Disability Plan (STD) administered by the Employer for Full-time Employees, as a method to provide income during their absence due to personal non-work-related illness or injury and cannot be used for family illness/injury or non-emergency personal medical appointments.

Procedure:

- a) A Full-time Employee who is unable to report to work due to a non-work-related illness or injury shall be entitled to receive STD benefits commencing on the first day of absence and continuing for up to a maximum of seventeen (17) continuous weeks in any calendar year or until the date the Full-time Employee is declared medically fit to return to work, whichever occurs first.
- b) Any absence of three (3) or more consecutive working days must be supported by a certificate from a duly recognized medical practitioner. Proof of illness documentation must include the likely duration of the illness and the medical restrictions or limitations.
- c) Additional medical documentation regarding the Full-time Employee's medical restrictions and functional abilities would be required to maintain eligibility for STD benefits. The Full-time Employee shall be required to participate cooperatively in the modified work program.
- d) Failure to produce the required documentation within five (5) working days of the date of the disability will result in the days of absence being administered as leave without pay.

- e) The PHPLB reserves the right to request medical documentation in other appropriate circumstances and the Full-time Employee shall be required to fulfill this request to maintain paid benefits.
- f) A Full-time Employee with absences in one calendar year that exceeds the paid benefit outlined below, may apply for the Employment Insurance Sick Leave benefit, where qualified, to provide them with income for their absences up to the eligibility date for Long Term Disability, or for circumstances where Long Term Disability is not approved.
- g) STD benefits will be administered in accordance with the PHPL policy for Short Term Disability for Full-time Employees.

**Entitlement**

The Full-time Employee must be actively at work and working their normal hours of work to be eligible for STD entitlements as per the schedule below.

Length of Service	100% of Normal Earnings	75% of Normal Earnings
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0

## ARTICLE 26 - Health and Dental Benefits

### 26.01 Benefits – life insurance, AD&D, long term disability, extended health care and dental

The Board shall pay on behalf of all Full time Employees one hundred percent (100%) of the premium of the Employer Health Tax and one hundred percent (100%) of the premium of a Board approved Group Life Insurance Plan, as defined in the following sections. It is understood that eligibility for benefits pursuant to the programmes shall be subject to the terms of the plan itself. The Board's obligation is limited to paying the required premiums in all cases under Article 26.01.

If, for any reason, the Employer Health Tax is discontinued, the Board agrees to pay one hundred percent (100%) of the required premium to ensure identical coverage for its Full time Employees.

This Insurance Plan includes the following Insurance Carrier or equivalent:

- a) Industrial Alliance - Insurance Policy Plan 28407

#### Schedule of Benefits

<b>LIFE INSURANCE</b>	
Benefit amount	2 times annual earnings, rounded to the next higher \$1,000
Maximum	\$500,000
Non Evidence Maximum	\$500,000
Reduction	50% at age 65
Termination age	Age 70 or earlier of retirement
<b>AD&amp;D</b>	<b><i>Industrial Alliance Policy #100008559</i></b>
Benefit amount	Equal to Basic Life
<b>DEPENDENT LIFE</b>	
Spouse	\$5,000
Child	\$2,500
Termination age	Age 70 or earlier of retirement
<b>OPTIONAL LIFE (Employee and/or Spouse)</b>	
Benefit amount	Units of \$10,000
Maximum benefit amount	\$250,000
Spouse	Yes
Termination age	Age 65 or earlier of retirement

<b>LONG TERM DISABILITY</b>	
Benefit Amount	66.7% of monthly earnings
Maximum	\$4,500
Non Evidence Maximum	\$4,500
Elimination Period	120 days
Maximum Benefit Period	Age 65
Definition of Disability	24 months own occupation, any occupation thereafter
Taxability	Taxable
COLA	N/A
Critical Illness Benefit	\$2,000
Survivor Benefit	equal to 3 times the net long term disability benefit payment
Termination age	Age 65 less the elimination period
<b>EXTENDED HEALTH CARE</b>	
Deductible	No Deductible
Reimbursement	100%
Overall Maximum	Unlimited
Waiting Period	3 months
Dependent Termination	21 / 25
Termination age	Age 70 or earlier of retirement
Vision Care	\$400/24 consecutive months
Eye Examinations	\$75 per 24 consecutive months
Hospital	Semi-Private
Rehabilitation Hospital	
Chronic Care	\$3/day; max 120 days/12 consecutive months
Private Hospital	\$10/day; max 120 days
Drugs	
- Type	Prescription requiring
	Mandatory generic with exception process
- Drug Card	Yes
- Capped Dispensing Fee	\$11.00

- ODB Deductible/Dispensing Fees	Yes
- Co-payment	100%
- ODB Copay	Covered
- Fertility Drugs	Not a Benefit
- Smoking Cessation	\$500 per lifetime
- Anti-obesity	Covered
- Erectile Dysfunction	Not a Benefit
Private Duty Nursing	\$10,000 per calendar year
Chiropractor	\$500 per calendar year
X-rays	Maximum of \$50 per calendar year
Osteopath	\$500 per calendar year
Podiatrist and/or Chiropodist	Combined maximum of \$500 per calendar year
Naturopath	\$500 per calendar year
Speech Therapy	\$500 per calendar year
Psychologist/RMFT/MSW/Psychotherapist	\$500 per calendar year
Physiotherapist / Athletic Therapist	Combined maximum of \$500 per calendar year
Massage	\$500 per calendar year
Nutritional Counselling	N/A
Acupuncture Therapist	\$200 every 2 calendar years
Orthopaedic Shoes or Boots	\$500 per calendar year
Custom-Moulded Orthotic's	\$500 per calendar year
Hearing Aids	\$500 per 60 consecutive months
Ambulance	Covered
Myoelectric/electric artificial prostheses	Non-myoelectric equivalent
Medical Equip. & Supplies	Covered
<b>TRAVEL</b>	
Benefit Maximum	\$1,000,000 per trip
Trip Duration	60 days
Referral Services	N/A
Emergency Out of Province Assistance	Yes

Termination age	Age 70 or earlier of retirement
-----------------	---------------------------------

<b>DENTAL</b>	
Benefit	100% - Preventive Services, Minor Restorative
	50% - Major Restorative
	50% - Orthodontics
Deductible	Nil
Maximums	Unlimited - Preventive Services, Minor Restorative
	\$1,500 per calendar year- Major Restorative
	\$1,500 per lifetime - Orthodontics
ODA Fee Schedule	Current, Less 1 year (General Practitioners)
Recall Frequency	9 months (age 18 and over); 6 months (under age 18)
Termination age	Age 70 or earlier of retirement
<b>Survivor Benefit for Health &amp; Dental Benefits</b>	24 months (with payment of premium)

**26.02 Full-time Employee - Group Health, Dental, Life Insurance Benefit Plan**

- a) A Full-time Employee, who has completed their probationary period, shall be eligible for enrollment in the Library Group Health, Dental, Life Insurance Benefit Plan for Full-time Employees.
- b) The Employer's obligation under this Collective Agreement is limited to the payment of premiums to maintain the eligible Full-time Employees' enrolment in externally insured group benefit plan(s). Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits.

**26.03 Part-time Employee – Health Spending Account**

A Health Spending Account ("HSA") credit of three hundred dollars (\$300) per calendar year, administered by a third-party service provider, and managed as follows:

**Eligibility:**

Permanent Part-time Employees over the age of eighteen (18) who are actively employed and have successfully completed their probationary period, will be eligible to enrol In the Health Spending Account plan for reimbursement of personal and family medical and dental expenses up to the maximum HSA credit outlined in this Article.

**Administration:**

For new hires, the HSA credit will be pro-rated, and start in the month in which the employee has become eligible.

For Employees who leave their employment, the HSA credit will be pro- rated to include the last month in which they worked.

A list of reimbursable medical and dental benefit expenses are as outlined by the third party service provider and shall include but not be limited to:

- Prescription medication
- Vision Care (Eyeglasses and eye tests)
- Paramedical services (e.g. physiotherapy, chiropractor, chiropodist, registered massage therapy, naturopath)
- Dental services

**ARTICLE 27 - General Provisions**

**27.01** Wherever the plural is used in the Agreement, it shall be considered as if the singular had been used where the context of the party or parties hereto so require.

Wherever they, their, or them is used in this Agreement, it shall be considered to include all expressions of gender identity wherever the context so requires.

**27.02** Every eligible Full Time Employee will enroll in the Ontario Municipal Employees Retirement System (OMERS) in accordance with that Act and its Regulations. It is understood that "other than continuous full-time" Employees may be offered the opportunity to enroll in OMERS subject to the eligibility requirements of the plan.

It is further agreed that when OMERS amends the normal retirement (when age and years of service equals the factor 90) to a lesser factor, it shall be construed as agreed upon by both parties.

**27.03** Proper accommodations will be provided for Employees of the Employer to have their meals and keep personal belongings.

**27.04** The Employer shall make available to all Employees, an Employee Assistance Program (E.A.P.)

## **ARTICLE 28 - Technology Change**

- 28.01** An Employee who is displaced by technological change or mechanization shall be given the opportunity to fill a bargaining unit vacancy, if qualified, and according to Seniority.
- 28.02** If such Employee is not qualified, they shall be given a reasonable period of training for the purpose of acquiring the necessary skills required by the new methods of operation.
- 28.03** There shall be no reduction in pay during the retraining program. In the event that the Employee, after a reasonable training period, is unable, in the Employer or the Employee's opinion to acquire the qualifications required, they may be transferred to another bargaining unit position, if available, at the rate of pay for that position or may be laid off.

## **ARTICLE 29 - Amalgamation, Regionalization and Merger Protection**

- 29.01** In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:
- a) Employees shall be credited with all Seniority rights with new Employer
  - b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer
  - c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer
  - d) Preference in location of employment in the merged Municipality shall be on the basis of Seniority.

## **ARTICLE 30 – Agreement**

- 30.01** No Employee shall be required or permitted to make a verbal or written agreement with the Employer or a representative which may conflict with the terms of this Agreement.
- 30.02** Copies of new Agreements will be issued by the Employer to all Employees within thirty (30) days of signing. Costs of preparing the Agreement will be borne jointly by the Employer and the Union. The Employer agrees to give each new Employee a copy of the current Union Agreement.

**30.03** This Agreement shall commence January 1, 2024 and expire on December 31, 2026 and continue from year to year thereafter unless either party gives such notice in writing to the other within the last three (3) months of the term of its desire to bargain with a view to the renewal, with or without modifications of this Agreement or to the making of a new Agreement. The Parties shall meet and commence bargaining within twenty (20) days of the receipt of such notice by the addresses thereof, or within such further period as may be agreed upon.

Dated on this 25<sup>th</sup> day of July, 2024.

**For the Employer:**

*Margaret Scott*

\_\_\_\_\_  
Margaret Scott, CEO

*Susan Bouk*

\_\_\_\_\_  
Susan Jones Bouk, Library Board Member

**For the Union:**

*L. O'Leary*

\_\_\_\_\_  
Lisa O'Leary, Bargaining Committee

*Cherie Madill*

\_\_\_\_\_  
Cherie Madill (Jul 26, 2024 16:58 EDT)

\_\_\_\_\_  
Cherie Madill, Unit Chair

*Dennis Buckley*

\_\_\_\_\_  
Dennis Buckley (Jul 30, 2024 12:36 EDT)

\_\_\_\_\_  
Dennie Buckley, President

*Helen Gibb-Gavel*

\_\_\_\_\_  
Helen Gibb-Gavel (Jul 30, 2024 13:18 EDT)

\_\_\_\_\_  
Helen Gibb-Gavel, National Representative

**Schedule A - Hourly Wage**

**Effective Jan 1, 2024**

<b>Position</b>	<b>2023 Hourly Wage</b>	<b>Step 1</b>	<b>Step 2</b>	<b>2024 Step 3 Job Rate</b>	<b>Increase</b>
Pages	Minium Wage			Minium Wage	
Library Assistant, Circulation	\$24.65	\$23.08	\$24.37	\$25.65	\$1.00
Library Assistant, Information	\$26.51	\$24.80	\$26.18	\$27.65	\$1.05
Library Services Assistant	NEW	\$24.80	\$26.18	\$27.65	
Programming and Community Engagement Coordinator	\$26.51	\$25.52	\$26.94	\$28.36	\$1.85

**Effective Jan 1, 2025**

<b>Position</b>	<b>2024 Hourly Wage</b>	<b>Step 1</b>	<b>Step 2</b>	<b>2025 Step 3 Job Rate</b>	<b>Increase</b>
Pages	Minium Wage			Minium Wage	
Library Services Assistant	\$27.56	\$25.55	\$26.96	\$28.38	3%
Programming and Community Engagement Coordinator	\$28.36	\$26.29	\$27.75	\$29.21	3%

**Effective Jan 1, 2026**

<b>Position</b>	<b>2025 Hourly Wage</b>	<b>Step 1</b>	<b>Step 2</b>	<b>2026 Step 3 Job Rate</b>	<b>Increase</b>
Pages	Minium Wage			Minium Wage	
Library Services Assistant	\$28.38	\$26.31	\$27.77	\$29.23	3%
Programming and Community Engagement Coordinator	\$29.21	\$27.08	\$28.58	\$30.08	3%

**NOTE:** Temporary Employees shall be paid at Step 1.

Probationary Employees and Employees with less than six (6) months of service shall be paid at Step 1.

Employees with six (6) months of service but less than one (1) year of service shall be paid at Step 2.

Employees with one (1) year of service or greater, paid at Step 3.

## Letter of Understanding

BETWEEN

The Port Hope Library Board (PHPLB)  
(hereinafter referred to as the "Employer")

-and-

The Canadian Union of Public Employees and its Local 749-01  
(hereinafter referred to as the "Union")

### Re: Job Evaluation Committee and System

Effective January 1, 2024 to December 31, 2026

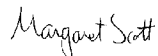
The parties agree to form a Committee to research a Job Evaluation System and Process for the bargaining unit and make recommendations to the Port Hope Public Library Board for a job evaluation procedure by December 31, 2026, or date as revised upon mutual agreement.

The Committee will be comprised of Management from the Port Hope Public Library and Representatives from CUPE Local 749-01. Either party may engage the services of an Advisor to support the parties through this process. The cost of the Advisor shall be covered by the party requesting the Advisor services. Such Advisor(s) may attend Committee meetings.

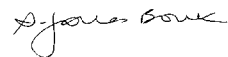
This Committee will be formed upon ratification of the Collective Agreement unless otherwise mutually agreed.

Dated on this 25<sup>th</sup> day of July, 2024.

#### For the Employer:

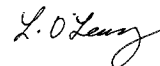


\_\_\_\_\_  
Margaret Scott, CEO



\_\_\_\_\_  
Susan Jones Bouk, Library Board Member

#### For the Union:



\_\_\_\_\_  
Lisa O'Leary, Bargaining Committee



\_\_\_\_\_  
Cherie Madill (Jul 26, 2024 16:58 EDT)

\_\_\_\_\_  
Cherie Madill, Unit Chair



\_\_\_\_\_  
Dennis Buckley (Jul 30, 2024 12:36 EDT)

\_\_\_\_\_  
Dennie Buckley, President



\_\_\_\_\_  
Helen Gibb-Gavel (Jul 30, 2024 13:18 EDT)

\_\_\_\_\_  
Helen Gibb-Gavel, National Representative

## Letter of Understanding

BETWEEN

The Port Hope Library Board (PHPLB)  
(hereinafter referred to as the "Employer")

-and-

The Canadian Union of Public Employees and its Local 749-01  
(hereinafter referred to as the "Union")

### Re: Scheduling Standard Operating Procedures

Effective January 1, 2024 to December 31, 2026

The parties agree that the Employer and the Union will continue their discussions and as required, revisions of the Scheduling Operating Procedures ("SOP").

Discussions between the Employer and the Union on revisions to the procedures may be brought forward at the Labour Management Meetings.

Any revisions to the Scheduling Operating Procedures will be communicated to Employees and posted on the bulletin board.

Dated on this 25<sup>th</sup> day of July, 2024.

**For the Employer:**

*Margaret Scott*

\_\_\_\_\_  
Margaret Scott, CEO

*Susan Jones Bouk*

\_\_\_\_\_  
Susan Jones Bouk, Library Board Member

**For the Union:**

*L. O'Leary*

\_\_\_\_\_  
Lisa O'Leary, Bargaining Committee

*Cherie Madill*  
\_\_\_\_\_  
Cherie Madill (Jul 26, 2024 16:58 EDT)

Cherie Madill, Unit Chair

*Dennis Buckley*  
\_\_\_\_\_  
Dennis Buckley (Jul 30, 2024 12:36 EDT)

Dennie Buckley, President

*Helen Gibb-Gavel*  
\_\_\_\_\_  
Helen Gibb-Gavel (Jul 30, 2024 13:18 EDT)

Helen Gibb-Gavel, National Representative

## **Letter of Understanding**

BETWEEN

The Port Hope Library Board (PHPLB)  
(hereinafter referred to as the "Employer")

-and-

The Canadian Union of Public Employees and its Local 749-01  
(hereinafter referred to as the "Union")

### **Re: Transition to Library Services Assistant Position**

Effective January 1, 2024, to December 31, 2024

The parties agree to transition the positions and the Employees who hold the positions of Library Assistant, Circulation and/ or Library Assistant, Information, to the combined position of Library Services Assistant by December 31, 2024.

For 2024, Schedule A will list the wage for each of the three positions, inclusive of the negotiated economic wage adjustments. Employees will be paid according to the hours worked in each respective position.

Employees will transition to the combined Library Services Assistant position in groups of employees, determined in accordance with their seniority. The Employer will provide training to the most senior group of Employees and upon the completion of their training and the implementation of any associated operational arrangements required before the transition can be effective, the trained Employees will transition to the Library Services Assistant position with the associated wage, effective for hours worked in the pay period that follows.

The next most senior group of Employees will begin training and once completed they will transition to the Library Services Assistant position with the associated wage to be effective for hours worked in the next pay period.

This process will continue until all Employees have been trained and transitioned to the Library Services Assistant position. Job postings that occur prior to the completion of the full transition will be for the position vacated (e.g. Library Assistant, Circulation) and the Employee hired into the position would be included in the training and transition with the group of least senior Employees.

Once all Employees have transitioned to the Library Services Assistant position, the positions of Library Assistant, Circulation and Library Assistant, Information will cease to exist.

Dated on this 25<sup>th</sup> day of July, 2024.

**For the Employer:**

*Margaret Scott*

\_\_\_\_\_  
Margaret Scott, CEO

*Susan Jones Bouk*

\_\_\_\_\_  
Susan Jones Bouk, Library Board Member

**For the Union:**

*L. O'Leary*

\_\_\_\_\_  
Lisa O'Leary, Bargaining Committee

*Cherie Madill*

\_\_\_\_\_  
Cherie Madill (Jul 26, 2024 16:58 EDT)

Cherie Madill, Unit Chair

*Dennis Buckley*

\_\_\_\_\_  
Dennis Buckley (Jul 30, 2024 12:36 EDT)

Dennie Buckley, President

*Helen Gibb-Gavel*

\_\_\_\_\_  
Helen Gibb-Gavel (Jul 30, 2024 13:18 EDT)

Helen Gibb-Gavel, National Representative