

# COLLECTIVE AGREEMENT

BETWEEN

**ELLIOT LAKE PUBLIC LIBRARY BOARD**  
(Hereinafter referred to as the "Employer")



**Elliot Lake  
Public Library  
Bibliothèque publique  
d'Elliot Lake**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 67-05**  
(Hereinafter referred to as the "Union")

**CUPE-SCFP** | *Canadian Union of Public Employees  
Syndicat canadien de la fonction publique*

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**Effective: January 1, 2021 to December 31, 2023**

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## ARTICLE 1 – PURPOSE

- 1.01 a) The purpose of this Agreement is to provide, establish and maintain orderly collective bargaining relations between the Elliot Lake Public Library Board (hereinafter the “Board” or the “Employer”), its employees and the Canadian Union of Public Employees, Local 67.05 (hereinafter the “Union”) representing such employees, provide orderly procedures for the prompt, equitable, disposition of grievances and for the maintenance of hours of work, wages and working conditions.
- b) Both Parties agree it is essential to maintain harmonious relations between the Employer and its employees and to promote the morale, well-being and security of all employees represented by the Union.

## ARTICLE 2 – RECOGNITION

### 2.01 Scope

The Employer recognizes the Union as the sole and exclusive bargaining agent for:

All employees of the Elliot Lake Public Library Board in the City of Elliot Lake, save and except the CEO/Chief Librarian and persons working at or above the rank of manager, and employees covered by existing Collective Agreements.

### 2.02 Work of the Bargaining Unit

Employees of the Employer whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, or in emergencies.

The Employer agrees that the use of volunteers shall not result in the reduction of hours or a layoff of a member of the Bargaining Unit. Volunteers shall not be utilized to perform work previously performed by employees who have been laid off or who have had their hours reduced.

### 2.03 Contracting Out

The Employer agrees not to contract out any work of the bargaining unit to any outside agency, sub-contractor, or temporary employee if the contracting out of work results in the reduction in hours or a layoff of a bargaining unit employee.

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- 2.04 The Union agrees that there shall be no Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.
- 2.05 No contract, written or oral, shall be entered into between an Employee and the Employer or any of its duly authorized representatives, on matters relative to hours of work, salaries, working conditions, promotions, demotions, or any condition that directly conflicts with the terms of this agreement.

### ARTICLE 3 – DEFINITIONS

- 3.01 Full-time Employee – A full-time employee is an employee who is employed for an indefinite period and who regularly works 37.5 hours per week.
- 3.02 Part-time Employee – A part-time employee is an employee who is employed for an indefinite period and who regularly works 24 hours or less per week.
- 3.03 Temporary Employee – A temporary employee is an employee who is employed for a fixed duration to cover a part-time or full-time employee who is on an authorized leave of absence, or who is hired on a fixed-term contract to perform a specific project or task not to exceed twelve (12) months. A temporary employee's employment will come to an end at the end of the temporary assignment and he or she will not have access to the layoff or bumping procedure.
- 3.04 Student – A student is an employee under the age of eighteen (18) who is enrolled in high school or a post-secondary institution and who works fewer than twenty-eight (28) hours per week when school is in session or who works during the school holiday period.
- 3.05 "Days" in this agreement shall be defined as any day excluding Saturday, Sunday and paid holidays under this collective agreement.

### ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain standards, order, discipline and efficiency;
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- b) Hire, assign, direct, promote, demote, classify, transfer, layoff, recall, and, for just cause, suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- c) Determine the nature of business conducted by the Employer, the methods and techniques of work, the schedules of work, and the number of personnel to be employed;
- d) Make studies of the workplace and institute changes in jobs and job assignments, and create new job classifications or eliminate existing job classifications;
- e) Make and enforce and alter from time to time rules and regulations to be observed by the employees.

4.02 The Employer agrees that it shall not exercise its rights in the manner which is inconsistent with the provisions of this agreement.

## ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Union agree that no intimidation, no discrimination, no interference and no restraint or coercion shall be exercised against any employee by either of the parties to this Agreement or their representatives on account of such employee's membership or non-participation in the Union.
- 5.02 The Employer and the Union agree to comply with all the terms of the Pay Equity Act, the Occupational Health and Safety Act R.S.O. 1990 and the Ontario Human Rights Code R.S.O 1990, as amended. The Employer and the Union agree to comply with the terms of the Employment Standards Act S.O. 2000, as amended from time to time.
- 5.03 The Union and the Employer recognize the right of employees, pursuant to the above legislation, to work in an environment free from discrimination, violence, and harassment, including sexual harassment, and the Employer recognizes that it is responsible to protect its employees, such that they are not exposed to such risks or conditions.
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## ARTICLE 6 – STRIKES AND LOCK-OUTS

- 6.01 In view of the orderly procedure established by this agreement, the Employer agrees that there will be no lock-outs of the employees and the Union agrees that there will be no strikes, as defined by the Labour Relations Act of Ontario as amended from time to time for the term of this collective agreement.

## ARTICLE 7 – UNION SECURITY AND DUES CHECK-OFF

- 7.01 The Employer shall deduct from every employee union dues in accordance with the Union constitution and by-laws. The Local agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount involved in the error.
- 7.02 Deductions shall be made from each pay bi-weekly and shall be forwarded to the Secretary-Treasurer accompanied by a list of names of those employees from whom deductions have been made along with a list of Employees who have been terminated in the preceding month, no later than the fifteenth (15<sup>th</sup>) day of the following month.
- 7.03 At the same time that Income Tax (T-4 Slips) are made available, the Employer shall type thereon the amount of Union dues paid by each employee in the previous year.

## ARTICLE 8 – GENERAL

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Librarian or designate and the Recording Secretary of the Union with a copy sent to the National Representative of the Union, unless otherwise specified in this Agreement.

8.02 Personnel Records

All employees shall have the right to have access to and review his or her personnel record in the presence of the Chief Librarian or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

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## ARTICLE 9 – UNION MEMBERSHIP

- 9.01 The Employer agrees to advise new employees that a Union agreement is in effect and that union dues will be deducted.
- 9.02 The Employer agrees to advise the Union in writing of the hiring of any new employees covered by this Agreement.
- 9.03 A Union Steward or designate shall be given an opportunity to meet with each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment, for the purpose of acquainting the new employee with the duties of union membership and their responsibilities and obligations to the Union.
- 9.04 All employees of the Employer subject to clause 2.01, 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.

## ARTICLE 10 – LABOUR MANAGEMENT RELATIONS

### 10.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, in addition to an outside advisor, as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. The Union shall have the right to the assistance of the National Representative and the Local President in all phases of bargaining.

Bargaining Committee members shall be entitled to leave their work during working hours for the purpose of meeting with the Employer for negotiating a renewal collective agreement without loss of pay up to the date of conciliation. Permission to leave work during working hours for such purpose shall first be obtained from the immediate supervisor.

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#### 10.02 Labour Management Relations

The parties hereby agree to appoint a joint Labour Management Committee of two (2) Employees appointed by the Union, including the National Representative, and two (2) members appointed by the Employer who shall meet to discuss matters of mutual interest between the parties and to promote cooperative workplace issues, it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance procedures. Both the Employer and Union will appoint one member of their respective committees as Co-Chairs who will Chair the meetings on an alternating basis.

The Committees shall meet from time to time as agreed between the parties but at least twice per year and all matters for discussion shall be submitted to the Committee Chair one (1) week prior to each meeting.

#### 10.03 Health and Safety

All employees of the Employer covered by the Agreement shall be covered by the *Occupational Health and Safety Act* of Ontario.

- a) One (1) member from the bargaining unit shall be the health and safety representative for the bargaining unit.
- b) Employees shall have a right to refuse to work pursuant to the terms of the *Occupational Health and Safety Act*. The Employer, Union and employees will comply with all terms of the *Occupational Health and Safety Act*, including the reporting requirements.

10.04 The Employer shall supply the necessary facilities for any grievance meetings.

10.05 Except as specifically provided for in this Agreement or in applicable legislation, no employee will be compensated for time away from work to conduct Union business which falls outside of his or her regular scheduled hours or on an employee's regular day off.

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## ARTICLE 11 – REPRESENTATION

- 11.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 11.02 The Employer recognizes the right of the Union to appoint two (2) Stewards. One of the Stewards shall be designated as the Chief Steward for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement. The Union shall at all times keep the Employer notified in writing of the names of the employees who are acting in the capacity of Steward or Chief Steward.
- 11.03 The Union acknowledges that the Stewards must continue to perform their regular duties and that so far as possible all activities listed in Article 11.02 will be carried on outside regular working hours, unless this Agreement permits or as otherwise mutually agreed by the parties. If the Employer requests a steward to attend a meeting outside regular working hours, the Employer shall pay them at their appropriate rate of pay under this agreement.
- 11.04 An employee shall have the right to have his/his Steward present at any discussion with supervisory personnel where it might reasonably be believed to result in disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee and Steward in advance of the purpose of the interview in order that the employee may have the Steward present at the interview.

## ARTICLE 12 – GRIEVANCE PROCEDURE

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement expeditiously in accordance with established procedure. The grievance shall include the nature of the dispute, including articles alleged to have been violated and the redress sought.

- 12.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
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During the investigative procedure, including the meeting when formal discipline is imposed and/or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her Steward. In the case of discipline or discharge the Employer shall notify the employee of this right in advance.

An employee will have a right to have a union Steward present at a grievance meeting as outlined in the Grievance and Arbitration Procedures and will have a right to have a union Steward present at investigation meetings and discipline meetings.

12.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he or she has first given the Chief Librarian or his or her delegate the opportunity of resolving the complaint. If an employee has a complaint, he or she shall discuss it with the Chief Librarian or his or her delegate within ten (10) days of the circumstances giving rise to the complaint or within ten (10) days from the day the circumstances ought to have reasonably come to the attention of the employee.

The Chief Librarian or his or her delegate shall give his or her response in writing to the complaint within seven (7) days of the complaint being brought to the Chief Librarian's attention by the employee. Failing settlement, it may then be taken up as a grievance within seven (7) days following the earlier of the date of the Chief Librarian's decision or the date of the decision was due in the following manner and sequence.

Step 1: The grievance shall be submitted in writing through the Union to the Chief Librarian on a form mutually agreed to by the parties. The Chief Librarian shall deliver his or her decision in writing to the employee, with a copy to the Chief Steward, within seven (7) days following the submission of the grievance at Step 1.

Step 2: If the matter is not settled, then within seven (7) days of the date that the Step 1 decision is delivered or due, whichever is earlier, the National Union Representative or Chief Steward may request in writing a meeting with the Manager of Human Resources at the City of Elliot Lake. This meeting request shall be in writing and forwarded to the Manager of Human Resources or designee. In such case, a meeting shall be held between the Manager of Human Resources or their designee and the grievor within ten (10) days after the Employer receives written notification from the Union that such meeting is desired, or such longer period as may be mutually agreed. The grievor may have the assistance of the Chief Steward and CUPE Staff Representative while present at the Step 2 meeting. The Manager of Human Resources shall provide an answer in writing within five (5) days of the meeting.

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Failing a satisfactory settlement at Step 2, the matter may be referred to arbitration in accordance with Article 13.

#### 12.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fifteen (15) days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself or herself institute and the regular grievance procedure shall not be thereby bypassed.

#### 12.04 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Chief Librarian or designate within fifteen (15) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 12.05 Discharged and Suspension Grievance

A claim by an employee that he or she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within fifteen (15) days after the date the discharge or suspension is affected.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his or her probationary period, without just cause.

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## ARTICLE 13 – ARBITRATION PROCEDURE

- 13.01 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be referred to arbitration by one party giving written notice to the other within twenty (20) working days from the date. If no written request for arbitration is received within twenty (20) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned, subject to Article 13.03.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 13.02 All agreements reached under the Grievance Procedure or the Arbitration Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 13.03 The time limits in the grievance and arbitration process may only be extended by mutual written agreement of the Parties. Failure to adhere to the time limits will deem the grievance to have been abandoned, subject to where an arbitrator extends the time limits upon being satisfied that there are reasonable grounds for the extension and that the opposite party will not be prejudiced by the extension.
- 13.04 When either party requests that any matter be submitted to arbitration as provided in this Agreement, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator.
- 13.05 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties agree.
- 13.06 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement, nor to award interest.
- 13.07 Each of the parties shall share equally the expenses of the arbitrator.
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### 13.08 Sunset Clause

The Employer shall not rely on or refer to any disciplinary letters and/or actions if eighteen (18) months have passed since the date of the discipline and the employee has remained discipline free during that eighteen (18) month period.

## ARTICLE 14 – SENIORITY

### 14.01 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire into the bargaining unit, except as otherwise provided herein.

Employees in the bargaining unit who are not full-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours paid in the bargaining unit as of the last date of hire into the bargaining unit, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, a leave of absence under the *Employment Standards Act*, the *Workplace Safety and Insurance Act*, any period of long-term disability where the Employee is in receipt of long-term disability benefits or any approved absence paid by the Employer, both seniority and service will accrue. In such cases, seniority and service shall accrue to a maximum of twenty-four (24) months, unless required by legislation.

Seniority and service will not accrue during any unpaid leave of absence of more than thirty (30) continuous days.

### 14.02 Seniority List

The Employer shall post the seniority list every six (6) months with an electronic copy provided to the Union. On the occasion of a posting or layoff, seniority shall be calculated as of the beginning of the pay period in which the notice of posting or layoff occurs.

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#### 14.03 Probationary Employee

A full-time Employee will have no seniority and shall be considered on probation until he or she has completed ninety (90) calendar days since his or her date of hire into the bargaining unit. A part-time employee will be on probation for the first two hundred and twenty-five (225) hours worked. At the successful completion of the probationary period both full and part time employees shall be credited their accumulated service and seniority from date of hire. At the Employer's request, the probationary period may be extended once up to and additional sixty (60) days for full-time employees.

The Employer may discipline or discharge a probationary employee in its sole discretion for any reason satisfactory to the Employer at any time during the probationary period so long as the termination does not violate any applicable legislation. The discipline or discharge of a probationary employee shall not be the subject of a grievance or arbitration, unless the Union claims discrimination under Article 5. Where such a claim is asserted, the onus of proof is on the Union.

#### 14.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have been terminated if:

- (a) the employee quits or retires;
  - (b) the employee is discharged for cause is not reinstated under the terms of this agreement;
  - (c) The employee has been laid off for a period exceeding eighteen (18) consecutive months;
  - (d) The employee fails, upon being notified by registered mail of a recall, to signify their intentions to return within five (5) days after the employee has received the notice of recall, and fails to report to work within ten (10) days from the date the employee receives notice of recall, or at a mutually agreed upon time between the Employer and employee, unless the employee is unable to return within the above timelines due to illness or injury. Registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee six (6) days after it was sent by the Employer. For the purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his or her current address and phone number.
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- (e) The employee utilizes any leave of absences for purposes other than for which the leave was granted, or fails to return to work after expirations of a leave of absence without providing a reason satisfactory to the Employer;
- (f) The employee is absent from scheduled work for a period of three (3) consecutive days without notifying the Employer of such absence or providing a reason satisfactory to the Employer.

## ARTICLE 15 – JOB POSTING

15.01 Where a vacancy occurs in a classification within the bargaining unit that the Employer intends to fill, or a new position within the bargaining unit is established such vacancy shall be posted for a period of five (5) consecutive days. Applications for such vacancy shall be made in writing within the five (5) day period referred to herein.

15.02 Information on Posting within Bargaining Unit

The postings shall stipulate the qualifications, classifications and rate of pay, and a copy shall be provided to the Chief Steward.

15.03 Vacancies that the Employer intends to fill that are created by the filling of an initial permanent vacancy will be posted for a period of five (5) days. Applications for such vacancies shall be made in writing within the five (5) day period referred to herein.

15.04 In filling a job vacancy, if the Employer determines that the skills, ability, qualifications, knowledge, and experience of the candidates is relatively equal, seniority shall be the determining factor.

15.05 Permanent Vacant Positions

The Employer agrees that it shall post permanent vacant positions within 30 days of the position becoming vacant, unless it provides the Union notice of its intention to eliminate the position. In the case of a temporary vacancy exceeding one (1) month, the position shall be posted and Article 15.01 shall apply.

15.06 Successful Applicant

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) days and provided to the Steward.

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15.07 Outside Advertising

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, the Employer may then interview external applicants. The Employer may post internally and externally at the same time, but if the Employer chooses to post internally and externally at the same time the Employer will put on the external job posting that internal applicants will be considered before external applicants.

15.08 Trial Period

The successful applicant shall be allowed a trial period of up to sixty (60) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed. Any other employee who has been promoted or transferred because of the reassignment of positions shall also be returned to his or her former position and wage rate without loss of seniority.

## ARTICLE 16 – UNION AND NON-UNION TRIAL PERIOD

16.01 No employee shall be permanently transferred to a position outside the bargaining unit without his or her consent. If an employee is permanently transferred to a position outside the bargaining unit, he or she shall retain his or her seniority accumulated up to the date of leaving the unit for the duration of the trial period only and will not accumulate any further seniority. During the trial period, the employee may elect to return to his or her former position in the bargaining unit and the Employer may also elect to return the employee to his or her former position in the bargaining unit. Any other employee who has been promoted or transferred because of the rearrangement of position shall also be returned to his or her former position and wage rate without loss of seniority. The trial period shall be ninety (90) days. The trial period may be extended by the Employer for a further ninety (90) days with the Union's consent, which will not be unreasonably denied.

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## ARTICLE 17 – HOURS OF WORK

### 17.01 Days of Operation

Currently the library is operating Monday to Saturday and closed on Sundays. The Employer will notify the Union as far in advance as practical if the Employer is going to change the days or hours of operation of the library.

### 17.02 Hours of Work – Cleaner

Cleaners will work variable hours per week based on the library's needs, but no shift will be fewer than three (3) hours. Cleaners may be required to work outside the library's normal operating hours.

### 17.03 Normal Work Week and Day Full-time Employees

The normal work week for all full-time employees shall be from Monday to Saturday, inclusive, and shall be five (5) days and thirty-seven and one half (37.5) hours per week. The normal work day for all full-time employees is seven and one half (7.5) consecutive paid hours exclusive of a one (1)-hour unpaid meal period. Employees will receive one (1) fifteen (15)-minute paid rest period each half shift. Where the employee's regular schedule is to be changed, the employee shall receive not less than two (2) weeks' notice, except in emergencies beyond the control of the Employer.

### 17.04 Normal Work Week and Day – Part-Time Employees

The normal work week for all part-time employees shall be from Monday to Saturday, inclusive, and twenty-four (24) hours or less per week. The normal work day for all part-time employees shall be not less than three (3) hours per day, unless otherwise requested by the employee and not more than seven and one half (7.5) hours per day. Where a part-time employee's regular schedule is to be changed after the schedule is posted, the employee shall receive not less than forty-eight (48) hours' notice, except in emergencies beyond the control of the Employer.

### 17.05 Overtime

It is understood that for full-time employees any hours beyond seven and one half (7.5) hours in a day, or thirty-seven and one half (37.5) hours in a week, shall be deemed overtime and shall be banked at a rate of time and one half (1.5) for each overtime hour worked.

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It is understood that for part-time employees, any hours worked beyond forty (40) hours in a week will be paid to part-time employees at the rate of time and one half (1.5) their regular rate of pay.

Overtime will be subject to operational demands and will be divided as equally as possible among the employees in the applicable classification.

Full-time employees can take time off from their overtime bank at a time of their choosing but subject to operational demands. All time off must be approved by the Chief Librarian. Both parties agree that accumulation will be allowed to a maximum of sixty (60) hours in a year. Any banked time not taken will be paid out at the employee's regular hourly rate in the first pay in December.

Any employee who is required to work on a paid holiday will be paid in accordance with the *Employment Standards Act, 2000* as amended from time to time.

An employee shall not be laid off during regular hours in order to equalize any overtime worked.

When an employee is called back to work after having completed their regular shift, the employee shall be paid a minimum of four (4) hours work at their base rate or time and one-half (1.5) their basic hourly rate for actual hours worked, whichever is the greater.

## ARTICLE 18 – LAYOFF AND RECALL

- 18.01 For the purposes of this Agreement, a layoff shall mean the elimination of a position that is filled by an employee at the time the position is eliminated, or the permanent reduction of regular hours associated with a position or a permanent reduction in an employee's regular hours.
- 18.02 In the event of a layoff caused by the permanent reduction in an employee's regular hours, the affected employee will be given the option of accepting the position at the new hours. If the employee accepts the position at the new hours, the employee will not be laid off, and the new hours of the position will become the employee's regular hours.
- 18.03 The laid off employee(s) must exercise their bumping rights as soon as possible but in any event within three (3) days from the date the employee is notified of the layoff. Any other employee(s) so bumped must exercise their bumping rights with three (3) days of being bumped, and so on, on a three (3) day maximum basis for each involved employee.
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- 18.04 Both parties recognize that job security shall increase in proportion to the length of service, therefore the Employer agrees that in the event of a layoff, reductions shall be made in each classification as defined in Schedule A in the reverse order of their seniority and where employees are recalled they shall be recalled in the reverse order in which they were laid off. Said employee must be recalled to the same, lateral, or lower classification with the same or fewer hours as the position previously held prior to layoff.
- 18.05 The Employer agrees that an employee who has been given notice of layoff may bump any employee with less seniority providing the employee exercising this right is qualified to perform the work of the less senior employee. A part-time employee may not bump a full-time employee. An employee's seniority will continue to accrue during a layoff period up to eighteen (18) months. Part-time and student employees on layoff will accrue seniority during the layoff period based on the average weekly hours worked by the employee in the six (6) month period preceding the date of layoff.
- 18.06 Unless the *Employment Standards Act* is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this sub-article, they shall be paid for the days for which work was not made available. The Union shall be notified prior to any layoff notice being issued. This article will not apply if the layoff is due to an unforeseen emergency beyond the Employer's control that makes continued employment not possible and an immediate layoff necessary, in which case no notice will be provided.
- 18.07 Both parties recognize that benefits will not accrue during layoff periods. However, employee benefits will be paid by the Employer to the end of the third month following the month in which the employee is laid off.

## ARTICLE 19 – PAID HOLIDAYS

- 19.01 All full-time employees shall be granted the following holidays with pay:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day

Plus, two additional floater holidays, to be taken at a time mutually agreed upon by the employee and the Chief Librarian. A full-time employee in their first year of employment

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with the Employer shall not be entitled to the floater holidays until such time that they have successfully completed the probationary period.

Part-time employees will be provided with holiday pay for the following holidays in accordance with the *Employment Standards Act*.

New Year's Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day

- 19.02 In the event of any paid holiday other than the floater, as identified in 19.01, falling on a Saturday or Sunday, the Employer shall designate an alternate working day to be observed as the paid holiday.
- 19.03 Full-time employees who have worked all their regularly scheduled shifts and a Paid Holiday, as per Article 20.01, falls on their regularly scheduled day off, shall be entitled to bank the day in lieu for the Paid Holiday to be used with the approval of the Chief Librarian.

## ARTICLE 20 – VACATION

- 20.01 All full-time employees shall be entitled to vacation with pay according to the following:

After ONE (1) year of continuous service	10 days
After THREE (3) years of continuous service	15 days
After NINE (9) years of continuous service	20 days
After FIFTEEN (15) years of continuous service	25 days
After TWENTY (20) years of continuous service	26 days
After TWENTY-ONE (21) years of continuous service	27 days
After TWENTY-TWO (22) years of continuous service	28 days
After TWENTY-THREE (23) years of continuous service	29 days
After TWENTY-FOUR (24) years of continuous service	30 days

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20.02 Part-time employees will be entitled to vacation pay in accordance with the following:

Fewer than FIVE (5) years of service	4%
FIVE (5) years or more of service	6%
TEN (10) years or more of service	8%

20.03 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 21.02 the portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

20.04 The Employer will be the final judge of the vacation time. Requests of the individual employees' vacation will not be unreasonably denied. Employees will submit their vacation request for the calendar year by January 31. Vacation will be approved on the basis of seniority and subject to operational demands. Any vacation requests received after January 31 will be considered and approved based on the order in which they are received and subject to operational demands.

20.05 Employees shall receive confirmation in writing from their supervisor as to whether vacation requests have been approved or disapproved within ten (10) working days after the vacation request is submitted.

Full time employees are expected to take their vacation each year. Full time employees can carry over a maximum of ten (10) vacation days from one anniversary year to the next, to a total maximum of thirty (30) days in their vacation bank. Any unused vacation days that are not carried over will be paid out at the rate at which it was earned.

## ARTICLE 21 – LEAVE OF ABSENCES

### 21.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the Chief Librarian at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall be subject to operational demands and will not be unreasonably withheld. Seniority will not accrue during a personal leave of

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absence that extends beyond thirty (30) continuous calendar days. An employee who would otherwise be entitled to benefits, may continue his or her benefits at his or her own cost during any period of personal leave that extends beyond thirty (30) continuous calendar days.

#### 21.02 Bereavement Leave

Any employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for the next four (4) consecutive scheduled shifts off without loss of regular pay from regularly scheduled hours following the date of death of the spouse, common-law spouse, child, parent, step-parent, step-child, sister, brother, mother-in-law, father-in-law, son in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

Any granted paid leave outlined above may be used for either the funeral, spring internment, or celebration of life at a later date, within twelve (12) months of the date of death. The employee shall make this request in writing to the Employer and it shall be granted.

#### 21.03 Union Business

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement. Such leave will be subject to operational demands and will not be unreasonably denied. The Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

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

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

For each employee granted such leave, it will appear as a separate code on the employee's pay stub and the Employer shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, Employer OMERS share, Employer share of CPP and Employer share of EI.

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

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the Employer for approval by the Chief Librarian and distributed to the Chief Librarian with a copy to the Human Resources Department.

21.04 Except as specifically provided for in this Agreement or in applicable legislation, no employee will be compensated for time away from work to conduct Union business which falls outside of his or her regular scheduled hours or on an employee's regular day off.

21.05 Jury Duty

Full-time employees subpoenaed for jury duty and full-time employees subpoenaed as a witness to something related to their employment with the Employer shall be paid for regular work missed, at their regular hourly rate while so serving.

Part-Time employees subpoenaed for jury duty or subpoenaed as a witness for something related to their employment with the Employer shall be paid for regular work missed if the schedule has been posted and the part-time employee is required to miss a scheduled shift. Part-time employees will not receive pay from the Employer during any period of jury duty or when subpoenaed to something related to their employment if the part-time employee had not been scheduled to work during the relevant time.

Both full-time and part-time employees must:

1. Present the subpoena to the Employer;
  2. Assign all jury duty or witness fees (but not expenses) over to the Employer;
  3. Report to work at all times when not required for jury duty or as a witness.
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In the event of an employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.

## ARTICLE 22 – SICK LEAVE

22.01 The provisions of this article cover full-time employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.

22.02 A full-time employee shall be entitled to follow sick leave bank;

<b>Years of Service</b>	<b>Entitlement in Days</b>	<b>Entitlement based on 1950 hours worked per annum</b>
0-1 Year	60 Days	450 hours
1-2 Years	65 Days	487.5 hours
2-3 Years	70 Days	525 hours
3-4 Years	75 Days	562.5 hours
4-5 Years	80 Days	600 hours
5 Years and each year thereafter	85 Days	637.5 hours

22.03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the Employer whether retiring voluntarily or dismissed for cause.

22.04 The Employer may request a doctor's certificate as proof of illness in order to be eligible for paid sick leave.

22.05 Sick leave shall be non-cumulative in nature and not carried over from one year to the next.

22.06 Medical Certificates

The Employer will pay the cost of any medical certificate it requires an employee to produce.

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## ARTICLE 23 – JOB CLASSIFICATION AND RATE OF PAY

23.01 The job classifications and rates of pay shall be set forth in Schedule “A”. The Employer will show on the pay stub of each employee the following:

- Employee’s wage rate, number of regular hours worked, number of overtime hours worked and all deductions made.

### 23.02 Pay Days

The parties agree that pay days shall be every second Thursday by way of direct deposit.

The Employer agrees to provide the Union a copy of payroll information sheets on a bi-weekly basis for all employees.

### 23.03 Long Service Pay

(a) Each full-time employee shall receive their service pay in one (1) installment on the first pay in December according to the following:

After FIVE (5) years of service	\$150.00
After TEN (10) years of service	\$225.00
After FIFTEEN (15) years of service	\$295.00
After TWENTY (20) years of service	\$365.00
After TWENTY-FIVE (25) years of service	\$435.00

(b) Part-time employees will be paid a prorated amount based on the total number of hours worked (based on a full-time equivalent of 1950 hours per year) during the calendar year prior to the payment of long-service pay.

(c) In the event that a member leaves the service prior to the normal payment of service pay, they shall be paid on a pro-rata basis for the portion of the year served.

(d) In the event of a member's death, the Employer agrees to pay to the estate of the member, an amount equal to the service pay entitlement for that year.

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#### 23.04 Temporary Transfers

When employees are asked to perform work outside of their regular classification but within the bargaining unit, they shall receive the rate of the job or their own regular earned rate, whichever is greater. When the Employer assigns an employee to perform the duties of the Chief Librarian role for one shift or more, the Employee shall be paid at one hundred percent (100%) of level one of the Chief Librarian's rate of pay and retain their seniority. It will be the Employer's discretion whether to assign an employee to perform the role of Chief Librarian.

### ARTICLE 24 – EMPLOYEES' BENEFITS PLAN

24.01 The Employer agrees to pay one hundred per cent (100%) of the premiums for the benefits outlined in Appendix "A" for full time employees covered by this agreement.

24.02 The Employer may substitute another carrier for any of the plans outlined in Appendix "A" provided that the level of benefits conferred remains the same, at least equivalent to or better than those now in effect. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

Upon request by the Union, the Employer shall provide to the Union full details of the benefit program contracted for when a change in carrier is being proposed.

#### 24.03 Pension Plan

All eligible employees shall participate in the Ontario Municipal Employees' Retirement System.

#### 24.04 Long-Term Disability

The Employer agrees to pay one hundred per cent (100%) of the premium cost for Long Term Disability with a benefit at 70% of gross monthly salary rounded to the next higher dollar with a cap of \$3,500 per month.

(a) When an employee is able to return to work from an extended illness or disability lasting more than 12 months, the Employer shall place the employee in a position as close to their former position as possible at the applicable rate of pay and the returning employee shall not displace an employee with more seniority.

(b) The Employer agrees to pay benefits for employees who go on Long Term Disability up to a maximum of two (2) years.

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#### 24.05 Change of Address

Every employee shall be responsible for keeping the Human Resources Manager informed of changes in their marital status, change of address or number of dependents. The Human Resources Manager shall have the right to recover by payroll deduction any cost of benefits paid as a result of not being properly informed by an employee.

### ARTICLE 25 – GENERAL

#### 25.01 Union Activities

No employee will conduct Union activities on the Employer premises except as specifically permitted by this Agreement or with the permission of their Supervisor.

#### 25.02 Bulletin Boards

(a) The Employer shall provide a bulletin board for the exclusive posting of notices of Union meetings, social events, or any reasonable, non-controversial business matters of the Union. Each such notice shall receive prior approval of the Union Executive.

(b) In view of this method of informing employees of the Employer, the Union or its members shall not otherwise post or distribute any kind of literature on the premises of the Employer

#### 25.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall have printed sufficient copies of the Agreement within thirty (30) days of signing. The cost of printing will be paid 100% by the Employer, if produced in-house. Costs to produce the Agreement in booklet form will be shared equally by the Union and the Employer.

#### 25.04 Technological Change

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 that fall within article 2.01 shall be posted in accordance with the provisions of this Agreement.

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## ARTICLE 26 – VALIDITY OF AGREEMENT

26.01 In the event of any provisions of this Agreement or any of the practices established hereby being contrary to the provisions of any applicable law hereafter enacted, this Agreement shall not be or deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

## ARTICLE 27 – DURATION OF AGREEMENT

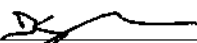
27.01 This Agreement shall become effective on January 1<sup>st</sup>, 2021 and shall remain in effect until the 31<sup>st</sup> of December, 2023 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days prior to the 31<sup>st</sup> day of December, 2023 or subsequent years ending on the last day of December.


27.02 This agreement shall date from January 1, **2021**, to December 31st, **2023**, as set out in Article 27.01.


IN WITNESS WHEREOF each of the Parties hereto has caused this collective agreement to be signed by its duly authorized Representatives.

SIGNED in Elliot Lake, Ontario, this 27 day of October, 2021.

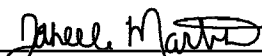
### FOR THE EMPLOYER


  
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Dan Gagnon (Nov 1, 2021 08:48 EDT)


  
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Pat McGurk (Oct 27, 2021 14:46 EDT)

  
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### FOR THE UNION

  
\_\_\_\_\_  
Janelle Martin (Oct 27, 2021 13:49 EDT)

  
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Pat Lee (Oct 28, 2021 11:00 EDT)

  
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Michelle Quinton (Oct 27, 2021 13:52 EDT)

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## SCHEDULE "A"

<b>BASE RATE EFFECTIVE (FULL-TIME)</b>				
<b>OUTSIDE CLASSIFICATION</b>	January 1, 2020	January 1, 2021 1.0% increase	January 1, 2022 1.0% increase	January 1, 2023 1.0% increase
Assistant Librarian	\$33.82	\$34.16	\$34.50	\$34.85
Library Clerk	\$27.84	\$28.12	\$28.40	\$28.68

<b>BASE RATE EFFECTIVE (PART-TIME, CLEANER/MAINTENANCE, and STUDENT)</b>				
<b>OUTSIDE CLASSIFICATION</b>	January 1, 2020	January 1, 2021 3.2% increase	January 1, 2022 3.2% increase	January 1, 2023 3.2% increase
PT Library Clerk w/ Excel or Diploma	\$17.10	\$17.65	\$18.21	\$18.79
PT Library Clerk w/out Excel or Diploma	\$16.07	\$16.58	\$17.11	\$17.66
Cleaner/Maintenance	\$16.07	\$16.58	\$17.11	\$17.66
Student Library Clerk	\$15.19	\$15.68	\$16.18	\$16.70



## APPENDIX "A"

### **Benefit Summary**

This summary must be read together with the benefits described in the applicable booklet.

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### **Healthcare**

Covered expenses will not exceed customary charges.

### **Deductibles**

Individual	\$10 each calendar year
Family	\$20 each calendar year

The individual and family deductibles do not apply to Out-of-Country Care, Global Medical Assistance, In-Canada Prescription Drugs, Visioncare and Accidental Dental Injury Expenses.

Reimbursement Level	100%
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### **Basic Expense Maximums**

Hospital	Semi-private room
Home Nursing Care	\$5,000 each calendar year
In-Canada Prescription Drugs	Included
Smoking Cessation Products	\$350 lifetime
Fertility Drugs	\$9,000 lifetime
Hearing Aids	\$300 every 5 years
Insulin Infusion Pumps	1 pump every 4 years
Custom-fitted and Off-the-shelf Orthopedic Shoes	\$75 each calendar year
Custom-made Foot Orthotics	\$400 each calendar year
External Breast Prosthesis	1 each calendar year
Surgical Brassieres	2 each calendar year

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## APPENDIX "A" (continued)

Mechanical or Hydraulic Patient Lifters	\$2000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$300 each calendar year

### **Paramedical Expense Maximums**

Chiropractors	\$250 each calendar year
Massage Therapists	\$90 per visit to a maximum of 20 visits each calendar year
Naturopaths	\$250 each calendar year
Osteopaths	\$250 each calendar year
Physiotherapists	\$500 each calendar year
Podiatrists	\$250 each calendar year
Psychologists/Social Workers	\$200 each calendar year
Speech Therapists	\$200 each calendar year

### **Visioncare Expense Maximums**

Eye examinations	1 every 24 months
Glasses, Contact Lenses and Laser Eye Surgery	\$350 every 24 months

### **Out-of-Country Care Maximums**

Emergency Expenses	Unlimited
Non-Emergency Expenses	\$50,000 each calendar year
Lifetime Healthcare Maximum	Unlimited

## APPENDIX "A" (continued)

Covered expenses will not exceed customary charges.

Payment Basis	The dental fee guide in effect one year prior to the date treatment is rendered for the province in which treatment is rendered.
Deductible	Nil

### **Reimbursement Levels**

Basic Coverage	100%
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Major Coverage	
Repairs to crowns and bridges	100%
All other major treatment	50%

Orthodontic coverage	50%
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### **Plan Maximums**

Basic Treatment	Unlimited
Major Treatment	\$1,500 each calendar year
Orthodontic Treatment	\$1,500 lifetime

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# LETTER OF UNDERSTANDING #1

**BETWEEN**

**ELLIOT LAKE PUBLIC LIBRARY BOARD**  
(The Employer)

**AND**

**CANADIAUN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 67-05**  
(The Union)


RE: Pay Equity Maintenance and Joint Job Evaluation


The parties agree to meet within 90 days of ratification to review the status of current classifications regarding their previous evaluations and if there are any changes that warrant a new evaluation to be completed. The parties will also meet to review the current evaluation tool, terms of reference and process to map out an ongoing process for the future. If disputes arise through this process the parties will mutually engage a third-party mediator/arbitrator to aid the parties in resolving the concerns and whose fees will be equally shared. Throughout this process either party may engage the services of advisors at their own expense.


Nothing in this LOU modifies any rights of the parties under the *Pay Equity Act*.

SIGNED in Elliot Lake, Ontario, this 27 day of October, 2021.

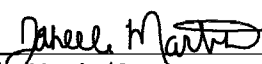
**FOR THE EMPLOYER**


  
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Dan Gagnon (Nov 1, 2021 08:48 EDT)


  
\_\_\_\_\_  
Pat McGurk (Oct 27, 2021 14:46 EDT)

  
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