

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF THE TIMMINS PUBLIC LIBRARY
(Hereinafter called "The Employer")



AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 434-1
(Hereinafter called "The Union")



Canadian Union of Public Employees
Syndicat canadien de la fonction publique

January 1, 2010 to December 31, 2012

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ARTICLE #1 - PREAMBLE

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

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 It is now desirable that bargaining in all matters pertaining to the working conditions, benefits, hours of work and rates of pay of the employees, be drawn up in a Collective Agreement.

ARTICLE #2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The Union acknowledges that it is the exclusive function of the Employer to:

- 1. Determine and establish standards and procedures for the delivery of service to the public;**
- 2. Maintain order, discipline and efficiency;**
- 3. Hire, discharge, lay-off, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee of the Employer coming within the bargaining unit, provided the claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;**
- 4. Generally to manage the operation and undertaking of the Employer and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer, in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.**

2.02 No Lockouts or Strikes

The parties agree that there shall be no lockouts, strikes, slow downs or other stoppages of, or interference with work, which would cause any interruption of library services during the life of this Agreement.

ARTICLE #3 – SCOPE AND RECOGNITION

3.01 Bargaining Unit

The Library Board agrees and recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Timmins Public Libraries at Timmins, save and except the **Chief Executive Officer**, persons above the rank of **Chief Executive Officer, Assistant Library Director**.

3.02 Work of the Bargaining Unit

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

3.03 Part-time and Temporary Employees

This Collective Agreement is fully applicable to all part-time, temporary, casual and student employees who are working twenty-one (21) hours or more per week, unless otherwise specified.

3.04 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

ARTICLE #4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, classification, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sexual orientation, or marital status, place of residence, nor by reason of his/her membership or activity in the Union.

ARTICLE #5 – UNION MEMBERSHIP REQUIREMENT

5.01 All Employees To Be Members

That all employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees of the Employer shall, on commencement of employment, as a condition of continued employment, become and remain members in good standing in the Union.

5.02 Employer Notification of Hiring

The Employer shall advise the Union of all hirings, promotions, demotions, lay-offs, recalls, transfers and terminations.

ARTICLE #6 – CHECK-OFF OF UNION DUES

6.01 Deductions

Deductions shall be made bi-weekly from the payroll and at the end of each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by two lists of the names of all employees from whose wages the deductions have been made.

ARTICLE #7 – NEW EMPLOYEES

7.01 Union Agreement in Effect

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and will supply them with copies of the Collective Agreement at the time of hire.

ARTICLE #8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the **Chief Executive Officer** or his/her designate, 320 Second Avenue, Timmins, Ontario, P4N 1A8 and the Secretary of the Union, or his/her designate, P.O. Box 1431, Timmins, Ontario. In addition the Library and the Union agree to correspond via e-mail where appropriate.

8.02 Notices Mailed

Any notice so mailed shall be deemed given as of the next business day after date of mailing (Saturdays, Sundays, and Holidays excluded). The registration on receipt shall establish the date of mailing.

8.03 Change of Address

Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE #9 – LABOUR MANAGEMENT AND SAFETY COMMITTEE

9.01 Establishment of Committee

- a) A Labour/Management Committee shall be established to represent Local 434-1 of the City of Timmins consisting of an equal number of representatives of the Union and of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public.
- b) A Joint Health and Safety Committee shall be established to represent Locals 434 and 434-1 of the City of Timmins, consisting of an equal number of representatives of the Union and the Employer. The Committee shall enjoy the full support of both parties.

9.02 Function of the Labour Management Committee and/or Safety Committee

The respective Committees shall concern itself with the following general matters:

- 1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees. (Labour/Management)
- 2. Improving the existing services to the public. (Labour/ Management)
- 3. Promoting safety and sanitary practices. (J.H.S.C.)
- 4. Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service). (J.H.S.C.)
- 5. Discussing conditions causing grievances and misunderstandings. (Labour/Management)

9.03 Meetings of Committee

The committee shall meet in accordance with the rules of procedure mutually adopted by both parties. During working hours employees shall not suffer any loss of pay for time spent with this Committee.

9.04 Jurisdiction of Committee

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE #10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

10.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

10.03 Function of Bargaining Committee

All matters pertaining to operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.04 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

C.U.P.E. Representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Prior to any investigation, the representative(s) of the Canadian Union of Public Employees

shall request from the **Chief Executive Officer** permission to investigate the grievance and such permission shall not be reasonably refused.

10.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) working days after the request has been given.

10.06 Time of Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend joint meetings with the Employer held within working hours without loss of remuneration.

10.07 Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, wage rates and a breakdown of point ratings in each job.

10.08 Meeting Venue

In order that the Union can represent the members of this bargaining unit in labour-management relations, the Union may be permitted to use available suitable facilities for meetings.

ARTICLE #11 - RESOLUTIONS AND REPORTS OF BOARD OF TRUSTEES

11.01 Copies of Resolutions

Copies of all motions, resolutions, by-laws or rules and regulations adopted by the Library Board, which affect the members of this Union are to be forwarded to the Union, and the Union shall have the right to post same, if it considers it desirable.

ARTICLE #12 - GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards/Union Officers. The Steward shall assist any employee, which the Steward/Union Officer represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

12.02 Names of Stewards and Union Officers

The Union shall notify the Employer in writing of the name of each Steward/Union Officer, before the Employer shall be required to recognize him/her.

12.03 Grievance Committee

The Stewards or Union Officers selected shall constitute the Grievance Committee.

12.04 Permission to Leave Work

The Union acknowledges that Stewards, members of the Committees, and Union Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor and such permission shall not be unreasonably withheld. When resuming their regular duties, they shall report to their supervisor.

12.05 Settling of Grievances

(a) Complaints and grievances shall be in writing and be dealt with in the following manner and sequence.

(b) Consultations and Complaints

An employee shall submit his/her complaint to the Union within a period of no longer than ten (10) working days of the alleged occurrence.

STAGE 1

The Grievance Committee shall arrange and hold a meeting with the **Chief Executive Officer** or his/her designate, within sixteen (16) working days of the alleged violation to discuss the written allegation. Within three (3) working days following this meeting, the **Chief Executive Officer** or his/her designate shall advise the Union of the decision in writing. Failing settlement, the Union may proceed to the following stage.

STAGE 2

Within three (3) working days of the answer in Stage 1, the Union shall submit and present a grievance in writing with the allegation and redress sought to the Chief Administrative Officer or his/her designate. The Chief Administrative Officer or his/her designate shall submit a written reply to the Union with copy to the Library Board within twenty (20) working days.

STAGE 3

Following the receipt of the reply at Stage 2, the Union may submit a grievance to arbitration within twenty (20) working days.

12.06 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Stage 1 of this article may be by-passed.

12.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Stage 2.

12.08 Grievance on Safety

An employee, or a group of employees, who is/are required to work under conditions considered unsafe or unhealthy, shall have the right to file a grievance in the second stage of the Grievance Procedure for preferred handling.

12.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

12.10 Facilities for Grievances

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

12.11 General

Any differences arising directly between the Union and the Employer concerning the interpretation or violation of the terms of provisions of this agreement may be submitted by either party to the other at Stage 2.

12.12 Assistance of Employee

At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the offices to view disputed operations and to confer with the necessary witnesses.

ARTICLE #13 - ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail

indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select a Chairperson. Under mutual agreement, both parties can agree to a single arbitrator under Section 45 of the Ontario Labour Relations Act. Either party may request the application of provisions of the Labour Relations Act, but in so doing, must issue a notice of such request to the other party to this Agreement.

13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) Nominees fail to agree upon a Chairperson within five (5) working days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.

13.03 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

13.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board as soon as possible to clarify the decision.

13.05 Expenses of the Board

Each party shall pay;

1. The fees and expenses of the Nominee it appoints.
2. One-half of the fees and expenses of the Chairperson.

13.06 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties.

ARTICLE #14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Discharge and Discipline

If an employee be discharged or disciplined and if he/she believes that he/she has been unjustifiably discharged or disciplined, he/she may have his/her grievance taken up under the Grievance Procedure, starting at Stage 2, if presented in writing within seven (7) working days after the date of such discharge or discipline, and not otherwise. Such grievance may be disposed of by any arrangement which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration if the matter is referred to such a Board, and all financial settlements resulting there from shall be made at the rates applicable less amounts otherwise earned during the time lost.

14.02 Warning

Whenever the Employer or his/her authorized agent deems it necessary to censure or admonish an employee, he/she may do so in a personal interview with the employee, and within ten (10) working days shall give written particulars of such censure or admonition to the employee involved with a copy to the Secretary of the Union. Where the Employer or his/her representative deems it necessary to warn the employee that continued poor work, or continued violations of rules, regulations, and/or work procedures may result in dismissal, the Employer shall issue said caution in the form of an infraction slip it in the presence of the employee and his/her Steward/Union Officer, and within ten (10) working days, a copy of said report shall be forwarded to the Secretary of the Union.

14.03 Letter of Reprimand

The Employee agrees that any letter of reprimand, suspension or any other sanction will be removed from the record of an employee twelve (12) months following receipt of such a letter, suspension or other sanction provided that such employee's records have been discipline free for twelve (12) months.

ARTICLE #15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall govern all promotions, transfers, demotions, lay-offs and recalls within the bargaining unit provided the employee with the longest service has the qualifications to fill the position.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date which each employee's service commences. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and June of each year.

15.03 Probation for Newly-Hired Employees

A newly-hired employee shall be on probation for a period of ninety (90) working days from the date of hiring. During the probationary period, the employee shall

be entitled to all rights, and conditions of this agreement. After completion of the probationary period, seniority shall be effective from the most recent date of hire.

Newly-hired employees shall not receive benefits listed under Clauses 23.05, 23.06, and 24.02 of this Agreement. Upon completion of three (3) months of service, the employee shall be credited with the sick leave credits as per Clause 22.02 of this agreement for this period.

15.04 Part-time, Casual and Student Employees

- (a) A regular part-time employee is an employee who works more than twenty-one (21) hours per week and shall be paid on hourly basis according to the starting rate for the category of job in which they are working.
- (b) A regular part-time employee shall progress to the next higher rate of wages in the same job level on the anniversary date of his/her employment.
- (c) A temporary employee is an employee hired for a specific short-term job, including replacement of persons on pregnancy/parental leave and long-term leaves of absence, project, incentive or make-work program, and whose employment shall cease on completion of the project. A temporary employee becomes a permanent employee after twelve (12) months of consecutive employment, except for those hired for pregnancy/parental leave replacements. A temporary employee working full-time hours shall progress on the grid as per Schedule "C".
- (d) Student employees are those employees hired from May 1st to September 15th and December 15th to January 7th in each calendar year.
- (e) Part-time, temporary and student employees shall be subject to Article #5 of this Agreement, but shall not be entitled to participation in vacation plans, sick leave, group insurance, hospital insurance, medical coverage, drug coverage, or any other employee benefit referred to as welfare benefits.
- (f) Employees mentioned in "a", and "c", shall receive in lieu of employee benefits, referred to as sick leave, group insurance, hospital insurance, medical coverage, and drug coverage, all termed welfare benefits, and be paid bi-weekly the amount represented by seven (7%) per cent of their gross by-weekly pay. Part-time employees participating in OMERS, their in lieu will be reduced to three (3%) per cent.
- (g) Part-time, temporary and student employees shall not participate in vacation plans, but shall be paid an amount which represents four (4%) per cent of their gross pay on each pay period.
- (h) **Work Placement Students**

Unpaid work placement students may be available to the Employer from time to time.

Such persons shall not be included in the Bargaining Unit. When a program becomes available to the Employer, the Union shall be notified as to the proposed duration, the person to be utilized, the nature of the work to be performed, and the areas in which he/she will be working. The program shall be limited to one at a time with a maximum duration per student of four (4) months.

15.05 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer.

An employee may only lose his/her seniority in the event the employee:

1. Is discharged for just cause.
2. Resigns in writing.
3. Is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. Fails to notify the Employer of his/her return to work following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
5. Is laid off for a period longer than twenty-four (24) months.
6. Is unable to return to work within twenty-four (24) months after exhausting all sick leave credits.
7. Utilizes a leave of absence for purposes other than for which the leave may have been granted.
8. Utilizes a leave of absence to engage in gainful employment elsewhere.
9. Fails to return to work after the completion of a leave of absence granted by the Employer.

15.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the

unit for a period of one (1) year, but will not accumulate any further seniority. In the event that through job posting such employee later returns to the bargaining unit within the year, he/she shall be placed in that job which will be consistent with his/her seniority and qualifications.

15.07 List of Part-time Employees

The Employer agrees to supply a list of any employees presently employed on a temporary, part-time or casual basis and to notify the Union when an employee is hired on a temporary, part-time or casual basis.

15.08 Regular Employees

The execution of Clause 15.04 in no way interferes with the employment of the regular employees of the Employer.

15.09 Accumulation of Seniority for Library Employees

Employees who work twenty-one (21) hours or more per week shall accumulate seniority on the basis of the date on which they commenced their employment with the Timmins Public Library Board.

ARTICLE #16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Posting

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position.

16.02 Information in Postings

Such notices shall contain the following information:

Nature of Position, Qualifications, Required Knowledge and Education, Skills, Wage or Range and location of position. Such qualifications may not be established in an arbitrary manner. When higher qualifications are required by the Employer or known to be required by the Employer, in order to upgrade the existing position(s), the Employer shall advise the Secretary of the Local in writing with the changes.

The Employer agrees that should the need arise to rotate staff between Branches, the employee will be compensated mileage allowance at the current City of Timmins rate, when utilizing their personal vehicle or reimbursed for out of pocket expenses when travelling by taxi or public transportation.

16.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present employees have been fully processed, in accordance with Clause 16.01.

16.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority and have the required qualifications in accordance with Clause 16.02 and 16.06. Appointments from within the bargaining unit shall be made within twenty (20) working days of posting. In the event that a permanent employee or employees do not have the qualifications to fill the job that is open or a new job

which is created, then the Employer may employ anyone it so desires who has the qualifications for the position; the Employer also reserves

the right to hire employees on a temporary basis in accordance with the conditions outlined in Clause 15.04(c).

16.05 Trial Period

The successful applicant shall be placed on trial for a period of up to sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the sixty (60) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification or wishes to return to his/her former position, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

If the successful applicant chooses to return to his/her previous position, the employee will do so within twenty (20) working days in the new position.

16.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is currently enrolled and **within twelve (12) months of** completion of a recognized **program** providing the necessary qualifications. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

16.07 Notification to Employee and Union

Within five (5) working days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

16.08 Handicapped Worker Provision

An employee unable through injury or illness to perform his/her normal duties may be provided with alternate suitable employment. Such employee shall not displace any employee with more seniority.

16.09 Older Worker Provision

An employee who, through advancing years, is unable to perform his/her normal duties may be provided with alternate suitable employment. Such employee shall not displace an employee with more seniority.

16.10 On-The-Job Training

The Employer may inaugurate and maintain a system of "on-the-job" training so that every employee may have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. This shall not apply where professional qualifications are an immediate criteria. Accordingly, employees may be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training may be allocated according to the seniority provisions of this agreement. Job training may not take place when the senior employee is absent from work.

16.11 Training Courses

The Employer may bulletin any training course and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- Type of Course (subjects and material to be covered)
- Time, duration, and location of the course.
- Basic minimum qualifications required for applicants.
- This bulletin shall be posted for a period of ten (10) working days on bulletin boards in all departments to afford interested employees an opportunity to apply for such training.
- **In January of every year, the Employer shall identify potential areas of concentration for training for the upcoming year. Employees will be required to identify their interest at that time. Training will be provided on the basis of funding availability.**

16.12 Temporary Postings

When the Employer determines the need for a temporary or part-time vacancy, which exceeds six (6) weeks, or when the Employer is advised that a temporary vacancy will go beyond six (6) weeks, the vacancy shall be posted in accordance with Clause 16.01. Only the initial temporary vacancy will be posted and it will be within the discretion of the Employer to fill any subsequent vacancy created by the temporary posting. The appointment shall be made to the permanent employee who has the qualifications and the greatest seniority within the bargaining unit. If the incumbent becomes terminated, and the internal replacement exceeds the trail period in Clause 16.05, he/she shall be awarded the position permanently. Where the replacement was not a permanent employee prior to the appointment and the incumbent does not return to work the position shall be posted in accordance with Clause 16.01.

ARTICLE #17 - LAY-OFFS AND RECALLS

17.01 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of the bargaining-unit-wide seniority, in accordance with Clause 15.01.

17.02 Recall Procedure

Employees shall be called in the order of their seniority, subject to employees being able to perform the work available.

17.03 No New Employee

No new employees shall be hired until those laid-off have been given an opportunity of recall in accordance with Clause 17.02.

17.04 Notification of Recall

When employees are to be recalled by the Employer, they shall be notified by registered mail to their last place of residence known to the Employer, and if they fail to notify the Employer within fourteen (14) days after the mailing of such notice, then the Employer shall be under no obligation to re-employ them.

17.05 Grievances on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Stage 2 of the Grievance Procedure.

ARTICLE #18 - SALARIES

18.01 Payment of Wages

The Employer shall pay salaries and wages bi-weekly through direct deposit in accordance with Appendix "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages and deductions.

ARTICLE #19 - HOURS OF WORK AND OVERTIME

19.01 Standard Daily and Sessional Hours (Central Library)

- a) Hours of work shall be 35 hours per week, or seven (7) hours per day, excluding one (1) hour unpaid break for lunch or dinner on the basis of five (5) days in a seven (7) day work week. Hours are not to be later than 9:00 p.m. Monday to Friday, and 6:00 p.m. on Saturdays and Sundays.

No full-time employee shall be required to work more than one (1) Saturday in two (2) without the employee's consent. The Employer will not schedule split shifts unless mutually agreed to by the Employer and the Employee.

From January 1st to and including the 3rd Sunday in June and from the first Sunday after Labour Day to December 31st, the Library Schedule will be based on a seven (7) day work week – Sunday to Saturday.

Only one (1) full-time employee will be scheduled to work on Sunday and all bargaining unit members will be included in the rotation. Notwithstanding the above, full time employees who are normally scheduled to work Saturdays will only be scheduled to work on a Sunday if he/she is already scheduled to work on the preceding Saturday, unless mutually agreed to by the Employer and the Employee. It is understood that those employees hired to replace those on pregnancy/parental leave will be included in this rotation.

From the 4th Sunday in June to Labour Day, the Library Schedule will be based on a six (6) day work week – Monday to Saturday.

We will endeavour to follow the agreed to schedule in the Reference Department and at peak vacation times.

It is mutually agreed that the Easter Sunday closure will be at the discretion of the Timmins Public Library Board and such request shall be made in writing by the Union on or before January 15th of each year.

- c) Library Administration will post a four week work schedule, four weeks in advance of the commencement of the four week work schedule.

19.02 Paid Rest Periods

Employees shall be entitled to two (2) fifteen (15) minute rest periods each shift at times to be arranged mutually between the Employer and the employees.

When an employee is working alone at the South Porcupine Branch, the Branch will close from 11:30 a.m. to 1:00 p.m. for lunch and 4:30 p.m. to 6:00 p.m. for supper hour. This will include the meal hour and the two rest periods.

19.03 Overtime Defined

Overtime rates shall be paid in accordance with the following, provided overtime is requested and assigned by the Employer:

- a) One and one-half (1 1/2) times the regular rate for all overtime worked Monday through Sunday.

- b) Two (2) times the regular rate for all overtime worked on Sunday during the months of July and August.
- c) For the purpose of the agreement "overtime" shall mean as follows:
 - 1. All hours worked prior to an employee's scheduled starting time.
 - 2. All hours worked in excess of the hours set out in Clause 19.01 of this agreement, in any twenty-four (24) hour period.
 - 3. All hours worked in excess of a normal work week.
- d) Overtime accumulated must be taken or paid out by December 31st in any calendar year, unless mutually agreed upon by the employer and the employee.

19.04 No Discrimination

Where an employee has proven his/her or her ability to handle the work, there shall be no discrimination between men and women in the matter of appointments or in salaries for such positions.

19.05 Call Back Pay Guarantee

An employee who is called out to work, outside his/her normal working hours, shall be paid for a minimum of three (3) hours at overtime rates.

19.06 Overtime For Part-time Employees

Permanent employees shall have the preference of working overtime before part-time employees.

19.07 No Lay-Offs To Compensate for Overtime

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

19.08 Sharing of Overtime

Overtime and call back time shall be divided equally among employees of each department who are willing and qualified to perform the available work of that department.

19.09 Time Off In Lieu of Overtime

In lieu of payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employer and the employee. At no time may the employee take said time off in straight period of greater than two (2) weeks unless mutually agreed upon by the employer and the employee.

19.10 Exchange of Shifts

The Employer agrees to allow employees to exchange shifts for personal reasons provided this is approved by the Employer and the shift exchange does not create any reduction in services or creates overtime.

19.11 No Pyramiding

There shall be no pyramiding of premium pay, overtime, holiday pay or sick leave pay.

19.12 Time Off in Lieu of Travel, Staff Meeting and Special Courses

Time spent travelling to and from staff meetings and special courses **and** time at staff meetings and special courses **outside of regular working hours** shall not be construed as overtime. **Employee(s) shall receive equal time off, which shall be on a straight time basis.**

ARTICLE #20 - PAID HOLIDAYS

20.01 Paid Holidays

Full-time employees on the active payroll shall be entitled to the following paid holidays:

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

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

20.02 Compensation for Holidays Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

20.03 Compensation for Holidays Falling on Sunday

When any of the above noted holidays falls on a Sunday and it is not proclaimed as being observed on some other day, the Employer shall declare the following Monday as the holiday for the purpose of this agreement. Where the preceding already applies to the Monday, the Employer shall declare the previous Friday or the Tuesday to be the holiday for the purpose of this agreement.

20.04 Overtime Worked on Paid Holidays

If required to work on any of the above-mentioned days, in addition to the regular day's pay, the employee shall be paid double his/her rate of pay for such work performed. Employees must work the day before such holidays unless properly excused by the **Chief Executive Officer** or unless away by reason of illness or accident, leave of absence or holidays.

ARTICLE #21 - VACATIONS WITH PAY

21.01 Length of Vacation

All employees who have completed:

- One (1) year of service in the employ of the Employer shall be entitled to two (2) weeks vacation with pay.
- Two (2) years of service shall be entitled to three (3) weeks vacation with pay.
- Seven (7) years of service shall be entitled to four (4) weeks vacation with pay.
- Twelve (12) years of service shall be entitled to five (5) weeks vacation with pay.
- **Twenty-three (23)** years of service shall be entitled to (6) weeks vacation with pay,
- Thirty (30) years of service shall be entitled to seven (7) weeks vacation with pay.

- (a) Vacation is an earned benefit. Vacation credits do not accumulate once an employee is absent for any reason other than vacation, pregnancy/parental leave, adoption leave, WSIB, or leave of absence with pay, but does not include sick leave. Other absences of over three months, i.e. four months absent - one-twelfth loss of vacation credits. Notwithstanding the above, where an employee is absent due to WSIB, prorating of vacation credits will only commence following an absence of six months i.e. seven months absent - one-twelfth loss of vacation credits.

21.02 Compensation for Holidays Falling Within Vacation Schedule

Should any of the paid holidays provided for in this agreement under Article #20, fall within the employee's vacation period, the Employer shall grant such an employee an extra vacation day with pay.

21.03 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

21.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority among those employees of each department.

21.05 Vacation Schedules

Vacation schedules shall be posted by April 1st for the period covering April 1st to December 31st and November 1st for the period covering January 1st to March 31st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off.

21.06 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

21.07 Approved Leave of Absence During Vacation

Where an employee qualified for certified sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon between the employee and the Employer.

ARTICLE #22 - SICK LEAVE

New Sick Leave Program for all Full time Employees (Effective January 1, 2008).

22.01 Definitions

“Sick leave” means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease and quarantined therefore, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under The Workplace Safety and Insurance Board Act.

“Sick Leave Absence” means absence from regular attendance due to member’s sickness or other physical incapacity and notwithstanding provisions of 22.05 (d).

“Regular Attendance” means for any month the attendance of a member at the member’s duties on the days and during the hours for which the member’s attendance is required during that month, according to the terms of the member’s employment, subject to the provision that no credit shall be given to any member in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or overtime or paid lieu time.

“Sick Leave Certificate” means a certificate from a recognized medical practitioner verifying a claim for sick leave.

22.02 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick credit for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

22.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer for the purpose of termination credits. Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

22.04 Sick Leave Program

(a) Each full-time employee hired prior to April 1, 1996 shall be entitled to one and one half day (1.5) days (10.5 hours) of sick leave credits per calendar month.

Each full-time employee hired after April 1, 1996 shall be entitled to one (1) day (7 hours) of sick leave credits per calendar month starting January 1, 2008.

(b) Sick leave shall be cumulative and may be drawn by full-time employee in case of illness.

(c) An employee calling in sick shall notify their immediate Supervisor a minimum of one (1) hour prior to the commencement of the shift.

(d) No claim for sick leave shall be allowed unless at the time the claim is made the employee has sufficient sick leave credit(s) to cover the absence.

(e) Sick leave with pay shall cease when an employee’s sick leave bank has expired.

- (f) In the event a claim relates to an absence of two (2) or more consecutive days, the Department Head or their designate, may request that the claim be verified by a medical certificate from a duly qualified medical practitioner which includes dentists and chiropractors. The Employer shall have the right to request a medical certificate after one (1) day's absence if the Employer has reason to believe that sick leave is being abused. Medical notes requested after one (1) day's absence will be at the Employer's expense.
- (g) Absences of less than one full day shall be deducted on an hourly basis.
- (h) No sick leave credit shall be given to an employee in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or banked overtime. For WSIB absences and pregnancy/parental leave, sick leave credits will continue to accrue.
- (i) Where the qualifying period for LTD has expired, and the employee qualifies for LTD, sick leave credits shall be utilized until they are exhausted prior to the employee receiving LTD benefits.

22.05 Sick Leave Program Entitlement

- (a) Any employee having ten (10) or more years of full-time service, who terminates employment, shall be paid the amount of their accumulated sick leave computed on the basis of their pay at the date of termination of employment as follows:

An amount equal to the employee's salary, wages or other remuneration for one-half ($\frac{1}{2}$) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment.

- (b) In the event of death of an employee, the employee's sick leave credits shall be payable in cash to the employee's estate as follows provided the criteria of 22.05 (a) is met:

An amount equal to the employee's salary, wages or other remuneration for one-half ($\frac{1}{2}$) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment.

- (c) Any employee who retires and meets the following criteria (twenty-five (25) or more years of continuous full-time service, and is at least fifty-five years of age and actively at work), shall receive payment of half ($\frac{1}{2}$) of their accumulated sick leave credits with no maximum.

- (d) Notwithstanding article 22.01 and 22.04 b) employees may with the approval of the employer, be allowed to utilize their accumulated sick leave credits in order to engage in personal preventive medical health and dental care or in cases of immediate family (spouse, employee's children and/or immediate

parents) illness. Such permission shall not be unreasonably withheld. The request shall be made in writing stating the leave is requested under this Article and employees shall provide the employer with a minimum of three (3) days notice, except in an emergency. Such leaves shall be deducted on an hourly basis and will be approved to a maximum of five (5) sick leave credits per calendar year.

- (e) All past Sick Leave Program Incentives will no longer be applicable as of January 1, 2008.
- (f) All full-time employee sick leave accumulated to December 31st, 2007 will be recognized and rolled over into the new program.

22.08 In the event of the death of an employee who has completed five (5) years service, the Library Board shall pay to his/her beneficiary an amount computed on the basis of his pay at the date of death, an amount equal to fifty (50) percent of the value of his sick leave credits or fraction thereof, but in no case shall the amount exceed six (6) months' pay.

ARTICLE #23 - LEAVE OF ABSENCE

23.01 Negotiation Pay Provision

Members of the Union Bargaining Committee shall not suffer any loss of regular pay or benefits for the time involved in negotiations with the Employer.

23.02 Grievance and Arbitration Pay Provisions

Members of the Union Grievance Committee shall not suffer any loss of regular pay or benefits for the time involved in grievance and arbitration procedures.

23.03 No Loss of Seniority Rights

Any employee given a leave of absence shall not lose any of his/her seniority rights.

23.04 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits and seniority so that the employee may be a candidate in federal, provincial or municipal elections.

- (b) An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during his/her term of office.
- (c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. The individual shall be responsible for the full cost of any of the benefits he/she chooses to retain.
- (d) Upon request of the Union, the Employer agrees to allow leave of absence with pay and without loss of seniority to any one (1) member for the CUPE National Convention and one (1) member for the CUPE Ontario Division Convention, provided that the total overall leaves concerned do not exceed two (2) weeks.

23.05 Paid Bereavement Leave

An employee shall be granted five (5) consecutive working days leave (including Statutory Holidays) without loss of pay, seniority and benefits, to attend the funeral of **an employee's current** spouse, child or parent, brother or sister. An employee shall be granted three (3) consecutive working days leave (including Statutory Holidays) without loss of pay, seniority, and benefits, to attend the funeral of **an employee's current** mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, former guardian **and** fiancée. Bereavement leave is consecutive and will begin the first scheduled working day after the death.

23.06 Mourner's Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a bonafide mourner.

23.07 Pregnancy, Parental and Adoption Leave

To be provided in accordance with The Employment Standards Act, as amended.

23.08 Procedure to Apply For Maternity Leave

Such leave may be initiated by the employee on presentation of a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying a date on which, in his/her opinion, delivery will occur.

- (a) On confirmation by the Unemployment Insurance Commission of the appropriateness of the City's Supplementary Unemployment Benefit Plan (SUB), an employee who is on pregnancy leave as provided under this agreement, who is in receipt of unemployment insurance pregnancy benefits pursuant to Section

18 of The Unemployment Insurance Act, as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between **eighty (80%)** percent of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period and receipt by the Board of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (b) In addition to pregnancy leave, an employee shall be granted the supplemental unemployment benefit equivalent to the difference between **eighty (80%)** per cent of his/her regular weekly earnings and the sum of his/her weekly unemployment insurance benefits and other earnings. The employee shall be in receipt of such benefits for a maximum of fifteen (15) weeks during the parental leave.

23.09 Employer Payment of Employee Benefits During Maternity Leave, Parental Leave and Adoption Leave

During the period of maternity leave, parental leave and adoption leave, the Employer shall continue to pay the hospital, medical and group life insurance and any other employee benefits of this agreement.

23.10 General Leave

An employee may be entitled to leave of absence without pay and without loss of seniority, when he/she requests such leave for good cause. Requests shall be in writing and all approvals by the Employer shall be in writing.

23.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay and all such witness fees received shall be deposited with the Library Board.

23.12 Citizenship Leave

An employee shall be allowed necessary time off with pay to process his/her Canadian citizenship application.

ARTICLE #24 - EMPLOYEE BENEFITS

24.01(a) The student employees shall be excluded from the benefits specified in Clauses 23.05, 23.06, 24.01, 24.02, and 24.03 of this Agreement.

(b) Pension Benefits

Employees may retire in accordance with OMERS normal retirement age and where it is applicable to employees covered by this Collective Agreement.

Contributions by both the Employer and the Employee shall be in accordance with the current OMERS provisions.

24.02 Group Insurance, Hospital and Medical Insurance

The Employer shall pay the full cost of the following plans **for regular full-time employees unless otherwise specified:**

- (a)** Ontario Health Insurance Plan
- (b)** Extended Care Health Plan which does not include semi-private hospital care. However, in the event of an occupational injury which requires hospitalization, the Employer will pay 100% of the cost of the difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan.
- (c)** A Drug Prescription Plan which provides for payment of those drugs which legally require a prescription in writing by a qualified medical practitioners. The City of its Carrier will pay the first **Eleven (\$11.00)** dollars for any dispensing fee for an approved prescription, effective on the date of signing of the Collective Agreement..
- (d)** A group life insurance policy shall provide for coverage in the amount of Ninety Thousand (\$90,000) Dollars. In the event an employee is in receipt of long term disability benefits, then the life insurance benefit will be the same amount of coverage as the employee was eligible for while the employee was working immediately prior to when he/she became eligible for LTD benefits.
- (e)** Except for provisions of Clause 15.04(e) and (f), employee welfare benefits shall be participated in only by full-time employees.
- (f)** The Employer shall provide an optical plan at no cost to the employees. Said plan shall provide for a maximum of **Three Hundred and Fifty (\$350.00) dollars in a two-year period effective January 1st, 2010**

which includes one eye examination per member of the family. **Effective January 1, 2012, increase to Three Hundred and Seventy-Five (\$375.00) dollars.**

(g) The Employer shall provide a dental plan equivalent to Blue Cross Plan 7, with Riders 1 and 2, for full-time employees and the cost of the plan shall be paid in full by the Employer. Dental recall examinations are 12 months. The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with **One Thousand Six Hundred (\$1,600.00) dollars** maximum per employee or eligible dependent on a lifetime basis.

(h) **Survivor's Health Care Benefits**
In the event of the death of an active member or a retired employee, the current benefit coverage at the time of death will continue for a period to two (2) years for the eligible spouse and dependents, with the exception of Life Insurance and LTD coverage.

(i) **Early Retirement Benefit**
The City agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age 60 until age 65. The Corporation also agrees to pay the premium for drug plan coverage and to provide optical plan coverage to those employees who retire at age 55 whose normal retirement age is 65 and who have completed 30 years of service with the City, provided they do not have coverage through an alternate plan.

24.03 Long Term Disability Plan

The Employer shall pay 100 percent of the premium cost for a Long Term Disability Plan which provides payment of 66 2/3 percent of regular salary to a maximum of **Three Thousand (\$3,000) Dollars** per month, **for full-time employees only, subject to a waiting period of 26 weeks. A declaration of the Insurance Carrier of disability is also required.**

24.04 Equal Pay For Equal Work

Employees shall receive equal pay for equal work, regardless of gender or sexual orientation.

24.05 Rate of Pay on Promotion

When an employee is promoted to a higher classification, such employee shall be placed in an experience grade in his/her new classification which will provide an immediate increase over his/her prior salary rate; the date of promotion to the new classification becomes the new anniversary date for application of the salary progression.

24.06 Pay on Temporary Transfer, Higher Rated Job

When an employee is assigned to temporarily replace another employee to perform the principal duties of a higher paying position at a flat rate of pay, in excess of one (1) working day, he/she shall receive the rate for the job. When an employee temporarily spells in, or performs the principal duties of a higher paying position for which a salary range has been established, he/she shall receive the rate in the salary range, which is higher than his/her previous rate. When the higher position is outside the bargaining unit, he/she shall receive the rate of pay of the position filled, with a minimum increase of ten (10) percent.

24.07 General

Any welfare benefits which presently exist and may come into existence during the life of this agreement that are not specifically covered by this agreement shall remain in effect and shall be deemed to be a part of this agreement and shall be appended thereto.

24.08 Pay on Temporary Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE #25 - SAFETY AND HEALTH

25.01 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident on the job shall be at the expense of the Employer.

ARTICLE #26 - GENERAL CONDITIONS

26.01 Proper Accommodation

The Employer will attempt to provide proper accommodation for employees required to have their meals on the premises.

26.02 Bulletin Boards

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

26.03 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

26.04 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

26.05 Technological Change

When the Employer is considering the introduction of technological change, the Employer agrees to notify the Union as far as possible in advance of his/her intentions and to update the information provided as new developments arise and modifications are made. Prior to any technological change being implemented, where such change could result in displacement of personnel, the Library Board shall confer with the Union with a view of minimizing the effects on personnel of such change. Said consultation shall contain all pertinent information and shall include retraining data for personnel involved.

ARTICLE #27 - TERMINATION AND RENEWAL

27.01 Termination and Renewal

This agreement shall be in effect from the 1st day of January, **2010** and shall remain in effect until the 31st day of December, **2012**, and unless either party gives to the other party written notice of termination, or of a desire to amend this agreement, then it shall continue in effect for a further year without change.

27.02 Notice of Amendments to Agreement

Notice that amendments are required or that either party intends to terminate this agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the agreement or any anniversary date of such expiration date.

27.03 Meeting for Negotiations

If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice, if requested to do so.

27.04 Successors to Union

The Employer agrees to recognize any duly elected and approved successor to the Canadian Union of Public Employees, if at any time, the Union advises in writing, of such successors.

DATED AT TIMMINS, ONTARIO THIS _____ DAY OF _____, 2010.

**FOR THE BOARD OF THE
TIMMINS PUBLIC LIBRARY**

FOR CUPE LOCAL 434-1

SCHEDULE "A"

**TIMMINS PUBLIC LIBRARIES
SALARY SCHEDULE**

**2010: Increase of 1.0% effective January 1, 2010
Increase of 1.0% effective July 1, 2010**

**2011: Increase of 1.0% effective January 1, 2010
Increase of 1.0% effective July 1, 2010**

Holdback one (1) week's pay on the pay date of January 14, 2011 and calculate pays on an hourly rate on a go forward basis. First pay period would end January 7, 2011 with a pay date of January 14, 2011. The next pay date would be January 28, 2011 for the period of January 8 to 21, 2011.

**2012: Increase of 1.0% effective January 1, 2010
Increase of 0.75% effective July 1, 2010**

Note: The annual rate increase does not apply to Student rates.

POSITION	2010							
	START		1 YEAR		2 YEARS		3 YEARS	
	01-Jan	01-Jul	01-Jan	01-Jul	01-Jan	01-Jul	01-Jan	01-Jul
	1%	1%	1%	1%	1%	1%	1%	1%
Library Clerk	\$29,086	\$29,377	\$32,874	\$33,203	\$34,772	\$35,120	\$36,665	\$37,032
Library Technician Early Childhood Education Advisor	\$30,466	\$30,770	\$34,423	\$34,767	\$35,903	\$36,263	\$37,875	\$38,254
Non-Professional Department Heads & Branch Heads, Reference Assistant, Administrative Assistant	\$38,191	\$38,573	\$39,827	\$40,226	\$41,464	\$41,878	\$46,366	\$46,830
Head of Support Services	\$40,465	\$40,869	\$42,203	\$42,625	\$43,942	\$44,381	\$49,121	\$49,613
Librarian (BLS/MLS) Department Head	\$42,719	\$43,146	\$45,818	\$46,276	\$48,974	\$49,464	\$55,299	\$55,851
Head of Technical Support and Systems	\$43,768	\$44,206	\$46,954	\$47,423	\$50,196	\$50,698	\$56,676	\$57,243
Reference Librarian	\$45,698	\$46,155	\$50,116	\$50,617	\$54,534	\$55,079	\$58,955	\$59,544

Student Rates

1 st year (working for the City) Students	\$11.75
2 nd year (working for the City) Students	\$12.00
3 rd year (working for the City) Students	\$12.25
4 th year (working for the City) Students	\$12.50

SCHEDULE "B"

**TIMMINS PUBLIC LIBRARIES
SALARY SCHEDULE -2011**

POSITION	2011							
	START		1 YEAR		2 YEARS		3 YEARS	
	1-Jan	1-Jul	1-Jan	1-Jul	1-Jan	1-Jul	1-Jan	1-Jul
	1%	1%	1%	1%	1%	1%	1%	1%
Library Clerk	\$16.30	\$16.47	\$18.43	\$18.61	\$19.49	\$19.68	\$20.55	\$20.76
Library Technician Early Childhood Education Advisor	\$17.08	\$17.25	\$19.29	\$19.49	\$20.12	\$20.32	\$21.23	\$21.44
Non-Professional Department Heads & Branch Heads, Reference Assistant, Administrative Assistant	\$21.41	\$21.62	\$22.32	\$22.55	\$23.24	\$23.47	\$25.99	\$26.25
Head of Support Services	\$22.68	\$22.91	\$23.65	\$23.89	\$24.63	\$24.88	\$27.53	\$27.81
Librarian (BLS/MLS) Department Head	\$23.94	\$24.18	\$25.68	\$25.94	\$27.45	\$27.72	\$30.99	\$31.30
Head of Technical Support and Systems	\$24.53	\$24.78	\$26.32	\$26.58	\$28.13	\$28.42	\$31.77	\$32.08
Reference Librarian	\$25.61	\$25.87	\$28.09	\$28.37	\$30.57	\$30.87	\$33.04	\$33.37

Student Rates

1 st year (working for the City) Students	\$11.75
2 nd year (working for the City) Students	\$12.00
3 rd year (working for the City) Students	\$12.25
4 th year (working for the City) Students	\$12.50

SCHEDULE "C"
TIMMINS PUBLIC LIBRARIES
SALARY SCHEDULE -2012

POSITION	2012							
	START		1 YEAR		2 YEARS		3 YEARS	
	1-Jan	1-Jul	1-Jan	1-Jul	1-Jan	1-Jul	1-Jan	1-Jul
	1%	0.75%	1%	0.75%	1%	0.75%	1%	0.75%
Library Clerk	\$16.63	\$16.75	\$18.80	\$18.94	\$19.88	\$20.03	\$20.96	\$21.12
Library Technician Early Childhood Education Advisor	\$17.42	\$17.55	\$19.68	\$19.83	\$20.53	\$20.68	\$21.66	\$21.82
Non-Professional Department Heads & Branch Heads, Reference Assistant, Administrative Assistant	\$21.84	\$22.00	\$22.77	\$22.94	\$23.71	\$23.89	\$26.51	\$26.71
Head of Support Services	\$23.14	\$23.31	\$24.13	\$24.31	\$25.12	\$25.31	\$28.09	\$28.30
Librarian (BLS/MLS) Department Head	\$24.43	\$24.61	\$26.20	\$26.39	\$28.00	\$28.21	\$31.62	\$31.85
Head of Technical Support Systems	\$25.03	\$25.21	\$26.85	\$27.05	\$28.70	\$28.92	\$32.41	\$32.65
Reference Librarian	\$26.13	\$26.32	\$28.65	\$28.87	\$31.18	\$31.41	\$33.71	\$33.96

Student Rates

1 st year (working for the City) Students	\$11.75
2 nd year (working for the City) Students	\$12.00
3 rd year (working for the City) Students	\$12.25
4 th year (working for the City) Students	\$12.50

SCHEDULE "C"

LETTER OF UNDERSTANDING

BETWEEN

LOCAL 434-1 CUPE

AND

THE CORPORATION OF THE CITY OF TIMMINS

RE: TRAINING

Whereas The Corporation of the City of Timmins and Local 434-1 CUPE support the need for staff training.

Now therefore the parties agree as follows:

1. That in-house training priority be provided to the staff currently employed in a particular section.
2. When time, funding or need arises, all other training will be granted on a seniority basis.
3. Notwithstanding the above and provided funds are available the City of Timmins Professional Development and Training Policy remains in effect.
4. This Letter of Understanding be rescinded by either party upon giving thirty (30) days written notice to the other party. However, before written notice is given by either party, the parties agree to meet to discuss whether any concerns can be resolved in order that this Letter of Understanding may remain in effect.

DATED at Timmins, Ontario this _____ day of _____, 2010

**FOR THE BOARD OF THE
TIMMINS PUBLIC LIBRARY**

FOR CUPE LOCAL 434-1

