

COLLECTIVE AGREEMENT

THE BRANTFORD PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND

IT'S LOCAL 181.00

BRANTFORD PUBLIC LIBRARY FULL-TIME UNIT

APRIL 1, 2019 to MARCH 31, 2023

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THIS AGREEMENT ENTERED INTO AS OF THE 28TH DAY OF JANUARY, 2021.

Between: **THE CITY OF BRANTFORD PUBLIC LIBRARY BOARD**

Hereinafter referred to as the "**Employer**"

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 181 (BRANTFORD PUBLIC LIBRARY UNIT)**

Hereinafter referred to as the "**Union**"

OF THE SECOND PART

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 discussions and negotiations in all matters pertaining to working conditions, employment, service, etc;
3. to encourage efficiency in operations;
4. to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the Library and the direction of the working forces is vested exclusively in the Employer subject to the express provisions of this Agreement.

These include:

- a. the right to plan and control library operations, and to schedule working hours, and
- b. the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or
- c. the right to introduce new and improved methods or facilities and to manage the Library in the traditional manner is vested exclusively in the Employer.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees of the Brantford Public Library in the City of Brantford save and except, Managers, persons above the rank of Manager, **Supervisor – Finance and Administration, Administrative Assistant, Human Resources Administrative Assistant**, employees covered by another collective agreement with the Employer and persons regularly employed for not more than twenty-four hours per week, students employed during the school vacation period, and students participating in cooperative work/study programs.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or any representatives of the Employer which may conflict with the terms of this collective agreement except by the mutual consent of the Employer and the Union.

3.03 Definition of Temporary Worker

A Temporary Worker in this Agreement is defined as a person employed for the purpose of replacing an employee absent due to sickness, accident, or other approved absence or leave; or a person employed for the purpose of performing a temporary assignment of not more than six (6) month's duration except where a temporary assignment may cover a maximum of **eighteen (18)** months in cases of Pregnancy and Parental Leave as defined by the Employment Standards Act, 2000, as amended. The employer shall provide the Unit Chairperson with a copy of the letter of appointment sent to a temporary worker. The letter of appointment shall include the commencement date and expected termination date of the temporary assignment.

A Temporary Worker shall not in any way displace regular employees. Vacations for such workers shall be in accordance with the Employment Standards Act and such workers shall not be entitled to Health, Welfare, and Pension Benefits. A Temporary Worker shall not accumulate seniority except that a Temporary Worker who is subsequently appointed to the probationary staff shall have her seniority dated back to the commencement of her last temporary assignment provided that there has not been an intervening employment break with the Employer of more than one month between completing the temporary assignment and the probationary appointment. Except for the foregoing, a Temporary employee shall be entitled to all rights and privileges of this Agreement except, subject to the Ontario Human Rights Code, access to the Grievance Procedure, Mediation and/or Arbitration in the event of discharge.

ARTICLE 4 - RESPONSIBILITIES OF THE PARTIES

4.01 No Discrimination

The Parties agree to abide by the Ontario Human Rights Code and the Labour Relations Act, both of which may be amended from time to time.

4.02 No Strikes - No Lockouts

The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

4.03 Union Responsibility

The Union agrees that there shall be no membership solicitation during working hours except as provided in this Agreement. Working hours do not include the meal period or paid rest periods.

4.04 Filing Cabinet for Union Business

The Employer will provide the Local Union space on Library property with a locking filing cabinet to be shared with the other CUPE Library local bargaining units.

ARTICLE 5 - UNION SECURITY

5.01 Deduction of Dues

The Employer agrees to deduct from each pay from employees a sum equivalent to the amount of Union dues and/or assessments as advised by the Union. The Employer shall remit, prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made.

5.02 Potential Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and will provide them with a copy of this Agreement on starting employment.

5.03 **Union Orientation**

On commencing employment the employee's Manager or designate shall introduce the new employee to her Union Steward or representative. The Union Steward or representative shall be given an opportunity to interview 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 benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union.

5.04 **Union Membership**

All members of the Union shall remain members of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members of the Union within thirty (30) days of employment.

5.05 **Disclosure of Employee Information to Union**

The Employer agrees to supply the Union, no later than November 15th of each year, with the list of the names, phone numbers (if provided to the Employer) and addresses of the present and new Employees of the bargaining unit. The Union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer or her designate and the Unit Chairperson of the Union with a copy to the Canadian Union of Public Employees. E-mail and/or fax is an acceptable form of communication.

ARTICLE 7 - REPRESENTATION

7.01 **Unit Chair, Grievance Committee and Negotiating Committee**

- a. The Employer shall recognize a Unit Chair as selected by the membership of this bargaining unit.
- b. In the event that one of the bargaining units does not have a Unit Chair, the Employer shall recognize the Unit Chair from one of the other Brantford Local Public Library CUPE units, as determined by CUPE Local 181. Notice shall be provided in writing to the Employer by CUPE Local 181 of the Unit Chair selected to represent the vacant Unit Chair Position.

- c. The Employer will recognize a Grievance Committee of up to three (3) employees who have completed their probationary periods coming within the scope of this Agreement. The function of the Grievance Committee shall be to assist employees in the presentation of grievances.
- d. The employer will recognize a Negotiating Committee of up to three (3) employees who have completed their probationary periods coming within the scope of this Agreement. In the event two or more CUPE Local 181 Brantford Public Library bargaining units desire to jointly negotiate with the Employer, the Employer shall fully consider such a request. Subject to operational requirements, the Employer will give consideration to rescheduling hours on that day in order to avoid the requirements to return to work after 5:00 p.m. on a day when bargaining occurs.
- e. Representatives of the Union covered in this Article shall have the right to attend meetings called by either party, covering the administration or negotiation of this Collective Agreement without loss of pay or benefits.

7.02 **Representation**

The Employer and the Union shall have the right to have the assistance of any representative or other authorized agent at Step 2 of the Grievance Procedure and thereafter and in Negotiations.

7.03 **Information**

There shall be an exchange of information, at the request of either party to the other for discussion purposes on such matters as job description, positions in the bargaining unit, job classifications, wage rates and information pertaining to pension and welfare plans.

- 7.04 A copy of the agenda for, and all minutes adopted at, regular meetings of the Library Board shall be posted on the internet when approved by the Library Board.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 **Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.02 **Time Limits**

Time limits may be mutually extended in writing. For the purposes of this Article Saturdays, Sundays and recognized holidays as per Article 14.01 shall not be considered as working days.

8.03 **Complaint Stage**

It is the mutual desire of the Employer and the Union that the complaints of employees shall be adjusted as quickly as possible. An employee who has a complaint must bring that complaint to the attention of the Manager within ten (10) working days of when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no employee has a Grievance until the Manager has been given an opportunity to review the complaint and verbally reply, which shall be a maximum of five (5) working days from the presentation of the complaint. The Steward shall accompany the employee if the employee so requests.

8.04 **Grievance Initiation**

Subject to having completed the mandatory Complaint Stage set out in Article 8.03, the employee shall reduce the Grievance to writing, specify the Article or Articles of this Agreement alleged to have been violated, sign the Grievance, and then, within five (5) working days of the verbal reply of the Manager in Article 8.03 above, process the Grievance through the following steps in the following sequence.

Step 1 - The Union Grievance Committee, within five (5) working days of the reply of the Manager under Article 8.03, but not thereafter, shall present the grievance to the Chief Executive Officer or designate at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The Chief Executive Officer or designate shall reply in writing within five (5) working days of the meeting.

Step 2 - Failing settlement being reached in Step 1, the Union Grievance Committee, within five (5) working days of the reply of the Chief Executive Officer or designate in Step 1 above, but not thereafter, shall present the grievance to the Employer's Grievance Committee at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The meeting shall be held within ten (10) working days after the request from the Union for such meeting. The Employer's Grievance Committee shall reply in writing within five (5) working days of the meeting and then failing satisfaction with such reply, the Union Grievance Committee may within forty (40) calendar days of receipt of the reply in Step 2 but not thereafter, refer the grievance to arbitration.

8.05 **Policy Grievance**

Where a dispute involving a question of general application or interpretation of the terms of this Agreement arises, the Union may file a Grievance at Step 1 of the Grievance Procedure.

8.06 **Group Grievance**

The Union shall have the right to originate a grievance on behalf of a group of employees when more than one employee is affected to the same degree by the same set of circumstances which calls for equal remedial action for all concerned. Such a grievance shall commence at Step 1 of the Grievance Procedure and must be signed by the employees on whose behalf the grievance is filed.

8.07 **Intent to Resolve Grievances**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, whenever possible. The parties agree to engage the services of a mediator to assist the parties to resolve the grievance. The parties shall each pay one-half of the fees and expenses of the mediator. The parties may extend the time limits to request arbitration.

8.08 **Permission to Leave Work**

The Employer agrees that a Steward is authorized to leave her job after obtaining the permission of her Manager to represent an employee at a disciplinary interview, a dispute at the Complaint Stage and/or arising out of Step 1 of the Grievance Procedure. Such permission shall be given provided that the request is received within a reasonable length of time prior to the absence.

8.09 **Mutually Agreed Changes Between the Employer and the Union**

Any mutually agreed changes to this Collective Agreement during the life of the Collective Agreement shall be properly ratified by the Parties and then shall form part of this Collective Agreement and are subject to the Grievance, Mediation and Arbitration Procedure.

8.10 **Disciplinary Action**

An employee shall have the right to have her Steward present at any discussion with managerial personnel which the employee believes might be the basis of disciplinary action. Where a Manager intends to interview an employee for disciplinary purposes, the Manager shall notify the employee in writing in advance (with a copy to her steward) of the purpose of the interview in order that the employee may contact her Steward to be present at the interview. Such notice shall normally be twenty-four (24) hours in advance of the interview except when the Employer reasonably considers the matter to be urgent.

ARTICLE 9 - ARBITRATION

9.01 Composition of Board of Arbitration

Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the First Party's appointee to an arbitration board.

The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

9.02 Costs of the Board

The Employer and the Union shall each pay:

1. The fees and expenses of the Arbitrator it appoints, and
2. One-half of the fees and expenses of the chairperson.

9.03 Limitations upon Board

The Board of Arbitration appointed pursuant to this Collective Agreement has no jurisdiction to alter, amend, set aside, add to or delete from any of the provisions herein contained, or to render a decision inconsistent with the provisions of this Collective Agreement.

9.04 Exceptions to Agreement Assignment

Notwithstanding 9.01 above, the parties may agree in writing to submit the matter to a Sole Arbitrator instead of a Board of Arbitration. When such an agreement is reached, the parties shall each pay one-half the fees and expenses of the sole arbitrator. The limitations imposed on a Board of Arbitration outlined in Article 9.03

shall apply to the Sole Arbitrator.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of continuous service with the Employer and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis. In the event of the transfer of a full time employee to another CUPE Local 181-Brantford Public Library bargaining unit, seniority shall be transferable and vice versa, provided part-time or page service will not be recognized in calculating any payment pursuant to article 17.08.

10.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's continuous service commenced, job classification and salary. An up-to-date seniority list shall be sent to the Unit Chairperson of the Union and also posted on an internal electronic format (i.e. the employer's intranet or equivalent) in January of each year.

10.03 Seniority Rating

An Employee shall be considered to be on probation and will not have seniority standing until she has worked sixty (60) days for the Employer from her last date of hire. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing dating from the date she commenced her current period of employment with the employer.

10.04 Limitations on Probationary Employees

During the first sixty (60) days worked, an employee shall be entitled to all rights and privileges of the collective agreement except, subject to the Ontario Human Rights Code, the right to grieve her discharge. The employment of an employee may be terminated at any time during the first sixty (60) days worked without recourse of that employee or the Union, subject to the Ontario Human Rights Code, to the Grievance Procedure, Mediation Procedure and/or Arbitration.

10.05 Loss of Seniority

(a) An employee's service shall be terminated and/or seniority lost in the event of:

- (i) dismissal for just cause which is not reversed through grievance, mediation or arbitration;
 - (ii) retires or voluntarily resigns in writing and does not withdraw the resignation within two (2) working days;
 - (iii) absence without leave in excess of five (5) consecutive scheduled days, unless a reasonable excuse for such leave is provided;
 - (iv) after a lay off extending for eighteen (18) months;
 - (v) failure to report for work within ten (10) working days after receipt of notice, by registered mail, to return to work following a lay-off unless through sickness or other justifiable cause.
- (b) An employee who voluntarily transfers outside one of the Brantford Public Library bargaining units greater than twelve (12) months shall lose her seniority.

10.06 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If an employee returns to the bargaining unit during her trial period, which shall be a maximum of sixty (60) working days, she shall revert to the position held prior to the promotion or transfer. If an employee returns to the bargaining unit after her trial period, she shall be placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 11 - PROMOTION AND STAFF CHANGES

For the purpose of this Article, an internal applicant for a new position or a vacancy shall be a member of the CUPE Local 181 Brantford Public Library Full-Time or Part-Time Unit and, as such, shall have her full CUPE seniority accumulation within her bargaining unit recognized for the purpose of Articles 11.01 c and d.

11.01 Job Postings

- a. When a new position is created, or when a vacancy occurs, within the bargaining unit (including a temporary assignment of twelve (12) months in cases of pregnancy and/or parental leave), the Employer shall post notice of the position or vacancy in the Employer's office, and the Employer's intranet for a minimum of one (1) week.

- b. Such notice shall contain the following information:
The position, general description of duties, minimum qualifications, required knowledge and education, salary rate and range, and hours of work.

- c. In filling vacancies, appointments shall be based on the following factors:
 - 1) ability and qualifications to fill the vacancy, **including relevant education,**
 - 2) seniority; where the ability and qualifications in factor 1) are relatively equal, seniority shall govern.

Selection shall be made in a fair, impartial and consistent manner. **Candidates must demonstrate their qualifications in their application.** If there is only one applicant for the position from within the bargaining unit, and if the vacant position is the same job that an applicant is working in but there are more hours in the vacant position, then no interview will be necessary. When a full-time employee is appointed to a temporary assignment within the bargaining unit, she shall be returned to her former position on completion of the temporary assignment.

- d. An employee who is not the successful candidate for a posted position may request a meeting with a manager involved in the process to discuss her application and interview.

- e. No external advertising for any vacancy or new position shall be placed until the applications of internal applicants have been fully processed. Should it be determined that there are no internal applicants having the ability and qualifications, the Employer may advertise externally for the vacancy or new position, but not prior to the internal applicants who have applied being notified in writing by the Employer.

- f. Vacancies which are outside the CUPE Local 181 Brantford Public Library full-time or part-time bargaining units will be posted on any employee intranet for a minimum of one (1) week and may simultaneously be advertised outside.

- g. Selection and placement of the successful candidate for a job posting shall be made within twenty (20) working days following the completion of interviews. If the Employer finds it necessary to delay the selection or placement for more than twenty (20) working days following the completion of interviews, then the Union shall be informed in writing and within the aforementioned twenty (20) working day period, of the reason for the delay. The Employer shall make every reasonable effort to post and fill a vacancy within the twenty (20) day working period following the completion of interviews. **The successful applicant will be given three (3) business days to decide on accepting the job offer.**
- h. It is understood that vacancies as determined by the Employer shall be posted within **four (4) months** of the vacancy occurring. **If the Employer finds it necessary to delay the posting for more than four (4) months, then the Union shall be informed in writing and within the aforementioned four (4) months, of the reason for delay.**

11.02 Union Notification

- a. The Union shall be notified of the Employer's decision within five (5) working days of all layoffs, promotions, recalls, demotions, hires, terminations, redundancies and other movements of staff.
- b. The Union shall be notified of the employer's decision not to fill a vacant position, in writing, within **four (4) months** of the vacancy occurring. **If the Employer finds it necessary to delay the decision not to fill a vacancy for more than four (4) months, then the Union shall be informed in writing and within the aforementioned four (4) months, of the reason for the delay.**

11.03 Trial Period Upon Promotion and Transfer

An employee who receives a promotion or transfer through the job posting procedure will be given a six (6) week trial period in the new position. During this trial period, either the Employer or the employee may decide that the employee is not suited to the new position, and in such cases the employee will revert to the position held prior to the promotion or transfer with no loss of seniority or wage position in that salary range.

The six (6) week trial period may be extended by one (1) month with the mutual consent of the Parties.

11.04 **Promotions Requiring Higher Qualifications**

Employees who are within **four (4)** months of graduating with a **relevant** University Degree or College Diploma (e.g. - MLS Baccalaureate, or Library Technician from an accredited University or College) will be considered eligible to apply for posted vacancies and will be deemed to have met the required minimum qualification. It is understood that should an applicant be selected for the position and the anticipated degree or diploma is not obtained, then the employee will revert to her previous position and rate of pay without loss of seniority. It shall be incumbent on the employee to provide documented proof of her degree or diploma.

11.05 **No Layoff Due to Contracting Out**

Without restricting its right to determine the methods by which library services are to be provided, the Employer agrees that no employee shall be laid off, denied recall, have regular hours of work reduced, or have employment terminated as a result of contracting out work or services of a kind performed by its employees.

11.06 **Layoff and Recall**

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 their seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the ability and qualifications to perform the work of the employee with less seniority. Employees shall be recalled in order of their seniority providing the employees have the qualifications to perform the work available. No new employees shall be hired until those laid off have been given an opportunity of recall.

11.07 **Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer will give a minimum of thirty (30) working days notice to employees who are laid off.

11.08 The Employer agrees that during the terms of this Agreement no full time regular employee within the bargaining unit shall be laid off for reason of her duties being carried out by one or more part-time employees of the Employer. In addition, no full-time regular employee shall be laid off or have her hours reduced for reason of her duties being carried out by one or more temporary workers or volunteers.

11.09 **Modified Work/Duty to Accommodate**

In accordance with Ontario Human Rights Code and/or the Workplace Safety Insurance Act, where an Employee is unable through injury, illness or disability to perform the usual duties of her position, the Employer through consultation with the Union will endeavour to provide her with suitable employment

ARTICLE 12 - HOURS OF WORK

12.01 Schedule of Hours for Maintenance Employees

The normal hours of work for maintenance employees shall be forty (40) hours per week as assigned by the Employer but in any event normal hours of work shall not exceed eight (8) hours per day. The normal hours of work do not include the meal period.

12.02 Schedule of Hours for Employees Other Than Maintenance

The normal hours of work shall be seven (7) hours per day, five (5) days per week to a total of thirty-five (35) hours. The normal hours of work for each employee shall include no more than three (3) 1:00 - 9:00 p.m. shifts in a two-week period and no more than two (2) Saturdays in a four-week period. The normal hours of work do not include the one (1) hour meal period. By mutual consent between the employee and her Manager an employee may be scheduled to work more than three (3) evening shifts in a two-week period and/or more than two (2) Saturdays in a four-week period.

12.03 Meaning of Hours of Work

The aforementioned hours of work (12.01, 12.02) are stated solely for the purpose of crediting overtime and shall not be construed as a guarantee of any minimum or restriction of any maximum number of hours to be worked.

12.04 Schedules

Shift schedules shall be posted at least two (2) weeks in advance of implementation, shall be readily available to all employees and posted in an appropriate place. An employee's posted shift will not be changed to avoid overtime payment.

Any changes in posted shifts initiated by the employee and approved by the manager shall not result in overtime.

12.05 Rest Periods

An employee shall be allowed a rest period of fifteen (15) consecutive minutes in both the first and second half of a shift.

12.06 No Split Shifts

There shall be no split shifts unless mutually agreed upon by the employee and Manager.

12.07 **Two workplaces, same day**

A full-time employee with hours of work scheduled in two workplaces on the same day will be allowed a reasonable paid travel period, including mileage reimbursement as per article 21.04.

12.08 **Working beyond 9:00 p.m.**

In the event that the Employer requires any employee to work beyond 9:00 p.m., the parties shall meet at least (30) days prior to such requirement to discuss safety concerns of the affected employees.

12.09 **Special Events Outside of Regular Working Hours**

It is agreed between the parties that it is of mutual benefit for the Library to participate in special events within the community. Where the employer requests that employees participate in special events, the following shall apply:

- a. The Employer shall **determine the appropriate job classification(s) and number of employees required to work at the special event and ask for volunteers within the identified classifications** to sign-up to work at the special event.
- b. **When there are insufficient volunteers for a special event, the Employer has the right to designate workers from the identified job classifications in reverse order of seniority, subject to such employee(s) being capable of performing the required work.**
- c. **Employees attending special community events beyond their normal work week or the normal Sunday Calendar shall be paid double (2) the basic rate of pay for all hours worked. An employee may elect to take lieu time off at the applicable overtime rate for overtime payment due. Such lieu time off may be taken at a mutually convenient time. It is agreed that any lieu time received after October 1, must be taken by June 1 of the following year.**

ARTICLE 13 - OVERTIME AND SHIFT PREMIUM

13.01 **Overtime Defined**

Overtime shall be all time worked at the Employer's request beyond the normal work day, the normal work week or on a recognized holiday. Except in the case of emergency, the Employer shall give at least forty-eight (48) hours notice of

overtime. Sunday overtime shall be shared on a voluntary basis among the employees capable of performing such work. When there are insufficient volunteers for Sunday work, the Employer has the right to designate Sunday workers from among the employees who have not already volunteered in reverse order of seniority subject to such employee(s) being capable of performing the required work. Overtime will be equitably distributed on a rotational basis by seniority to those employees willing and capable of performing such work.

13.02 **Compensation for Overtime**

Compensation for overtime on Sunday shall be payment. Instead of payment for overtime, other than Sunday overtime, an employee may elect to take lieu time off at the applicable overtime rate for overtime payment due. Such lieu time off may be taken **within a period of six (6) months from when it is earned** at a time mutually convenient to the employee and Manager. **If the lieu time is not taken during the six (6) month period, it will expire, and the employee will receive overtime payment instead.**

In the case of emergency, in the absence of a Manager, a Duty Librarian will make the decision as to whether overtime is required to resolve the issue. She will stay, as needed, and select one appropriate co-worker to accompany her. The overtime will be subject to Manager review and approval afterwards.

13.03 **Rate of Payment**

Employees shall receive the following rates of pay for overtime worked:

- a. over the normal daily or weekly hours as set out in Article 12 - time and one-half (1-1/2) the basic rate of pay;
- b. on a recognized holiday when the employee was scheduled to work - time and one-half (1-1/2) the basic rate of pay for time worked plus another day off with pay at a time mutually agreeable to the employee and Manager;
- c. on a recognized holiday when the employee was not scheduled to work - double (2) the basic rate of pay for time worked plus another day off with pay at a time mutually agreeable to the employee and Manager;
- d. **at a special community event as per article 12.09 beyond the employee's normal work week or the normal Sunday calendar – double (2) the basic rate of pay for hours worked.**

13.04 **No Layoff to Compensate for Hours Worked**

Employees shall not be required to lay off during normal hours to equalize any overtime worked.

13.05 **Call-In Guarantee**

An employee required to work overtime which is not consecutive with normal working hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate, or for all hours worked at the appropriate overtime rate, whichever is greater. A call-in means the time worked by an employee when the employee has been called by an authorized official of the Employer to return to work after regularly scheduled working hours or on a non-scheduled working day.

13.06 **Acting Pay**

When an employee is temporarily assigned to perform the principle duties of a higher paid classification for more than one (1) work day, she shall receive the higher rate of pay for the time worked beyond the one (1) work day.

13.07 **Shift Premium**

Seventy-two (72) cents per hour for all hours worked between 9:00 p.m. and 8:00 a.m. for all employees except custodial staff. Shift premium shall be paid to custodial staff for all hours worked between midnight and 6:00 a.m.

13.08 **Off Duty Availability**

~~A Maintenance Supervisor~~ **An Employee** who is not on duty who receives a call **from an authorized official to resolve an issue that does not** require attendance at the Library shall be entitled to **payment for the time spent working, or a minimum of one (1) hour pay regular at one and a half (1-1/2) times his/her regular pay or the equivalent time in lieu** at the employee's option.

13.09 **Duty Librarian – Sunday Shift**

When a Duty Librarian is required to work on Sunday and is responsible for opening the Library to the public, **she** shall be scheduled half an hour (1/2 hour) paid preparation time prior to opening the Library.

ARTICLE 14 – HOLIDAYS

14.01 **a. Recognized Holidays**

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Family Day

Boxing Day (defined as the first work day other than a Sunday which follows Christmas Day)

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

In addition, each employee **on the active payroll on November 11** shall be entitled to one **lieu day in recognition of Remembrance Day** and this additional day off shall be taken **no later than June 30 the following year** at a time mutually agreed between the employee and Manager.

- b. An employee shall not be paid for any holiday if she has been absent without good cause on her scheduled working day immediately preceding or succeeding such holiday.

14.02 **Additional Christmas / New Year's Holidays**

Employees shall be allowed a total of one and one-half (1-1/2) additional days off with pay at times to be determined by the Chief Executive Officer, **to be taken no later than June 30 the following year.**

14.03 **Holiday on Regular Day Off**

When an employee's regular day off falls on a recognized holiday, another day may be taken in lieu at a time mutually agreed between employee and Manager, such a day must be used no later than June 30 the following year.

14.04 **Holiday on Saturday or Sunday**

When a recognized holiday, except Boxing Day, falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, an employee shall be entitled to one (1) day of holiday with pay for that day at a time mutually agreed to by the employee and her Manager.

14.05 Religious Holidays

The Board agrees to accommodate employees who wish to observe recognized religious holidays which are not statutory holidays by first accommodating the employees' work schedule so as to allow such observance. Should there be no reasonable way to accommodate the re-scheduling, the employee shall have the right to use vacation, lieu time, or unpaid leave.

ARTICLE 15 - VACATIONS

15.01 Vacation Year

The vacation year shall be from January 1 to December 31 of the same calendar year.

15.02 Summary of Vacation Entitlement

a. Professional Librarians

1. Four (4) weeks vacation with pay during the calendar year in which the employee completes one (1) year of service, and thereafter.
2. Five (5) weeks vacation with pay during the calendar year in which the employee completes sixteen (16) years of service and thereafter.
3. Six (6) weeks vacation with pay during the calendar year in which the employee completes twenty-seven (27) years of service, and thereafter. Effective January 1, 2013, six (6) weeks vacation with pay during the calendar year in which the employee completes twenty-six (26) years of service, and thereafter.

b. Employees Except Professional Librarians

1. Three (3) weeks vacation with pay during the calendar year in which the employee completes one (1) year of service, and thereafter.
2. Four (4) weeks vacation with pay during the calendar year in which the employee completes five (5) years of service, and thereafter.
3. Five (5) weeks vacation with pay during the calendar year in which the employee completes sixteen (16) years of service and thereafter.

4. Six (6) weeks vacation with pay during the calendar year in which the employee completes twenty-seven (27) years of service, and thereafter. Effective January 1, 2013, six (6) weeks vacation with pay during the calendar year in which the employee completes twenty-six (26) years of service, and thereafter.

15.03 **Computation of Vacation Pay**

An employee's vacation period and pay shall be based upon such employee's normal work week and normal rate of pay.

15.04 **Scheduling of Vacations**

Vacation schedules shall be prepared each year by the Employer after consultation with the employees. Such schedules shall be so arranged which in the judgement of the Employer, shall cause the least possible interference with the efficient operation of the Employer's business. The vacation schedule for January 1 to April 30 will be based on requests received by the Employer by the last Administrative business day of September. Employees shall be notified about the vacation schedule by October 31. The vacation schedule for May 1 to December 31 will be based on requests received by the last administrative business day of February. Employees shall be notified about the vacation schedule by March 31. In case of conflict, seniority of the employees shall be recognized. However, in the case of vacation requests of one (1) day or less, requests for vacation of one (1) week or more shall take precedence regardless of seniority.

Once the vacation is posted on the schedule, it cannot be cancelled unless for reasons of bereavement or hospitalization.

15.05 **Unbroken Vacation Period**

An employee shall be entitled to receive her vacation in an unbroken period, unless otherwise mutually agreed upon by employee and Manager.

15.06 **Vacation Before Retirement**

An employee shall receive all vacation entitlement prior to retirement.

15.07 **Vacation to be Taken Currently**

Employees must take their vacation in the calendar year in which it is earned, except as provided for in Article 15.10, and except an employee may carry over five (5) days to be used no later than the end of February of the following year.

15.08 Termination After Vacation

An employee who has had vacation and terminates before the end of the year in which the vacation is taken will have the unearned portion of the vacation deducted from termination pay.

15.09 Termination Before Vacation

An employee terminating employment in the vacation year prior to having vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

15.10 Holiday Falling in Vacation Time

An employee shall be entitled to an additional day of vacation when a recognized holiday falls on a day of scheduled vacation. This additional day off shall be taken at a time mutually agreed between employee and Manager, and in any event not later than June 30 of the following year.

15.11 Hospitalization & Bereavement During Vacation

When an employee is hospitalized or qualifies for bereavement leave pursuant to Article 16.01 during her period of vacation, there shall be no deduction from vacation credits for such days of hospitalization, for such days of recovery from hospitalization as long as the employee has sick leave credits, or for such days of bereavement. The period of vacation so displaced shall be reinstated for use at a later date at a time mutually agreed upon by the employee and her Manager.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Bereavement Leave

An employee will be granted five (5) working days leave of absence without loss of pay at the death of her/his spouse, child or parent and three (3) working days at the death of his/her ward, guardian, foster parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, daughter-in-law, son-in-law, niece or nephew; and one (1) working day without pay at the death of any other relative. Where the burial occurs outside the Province of Ontario, additional days without pay may be granted for travelling time.

In cases where internment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or internment.

16.02 **Leave for Personal Reasons**

An employee may be granted leave of absence without pay and without loss of seniority when she requests such leave for good and sufficient cause. Such requests shall be in writing and approved by the Employer. In an emergency, application may be made by telephone or in person. Permission for such leave shall not be unreasonably withheld.

16.03 **Jury or Court Witness Duty**

An employee subpoenaed for jury duty or as a court witness shall have her normal wages paid to her by the Employer, and shall turn over to the Employer the fees received from the Court on behalf of such services, excluding mileage and meal allowance.

16.04 **Leave for Continuing Education and to Attend Employment-Related Seminars and Workshops**

- a. Employees will be given encouragement and opportunities to continue job-related education by grants of leave to participate in formal courses, institutes, workshops, conferences, meetings, or to observe in other libraries. The privilege of attendance at such meetings is to be rotated among the staff as fairly as possible.
- b. Reasonable travelling and hotel expenses to library conferences and workshops approved in advance by the Employer shall be paid on the presentation of vouchers or receipts.
- c. Continuing education undertaken at the request of the Employer shall not constitute a break in the employee's seniority.

16.05 **Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

16.06 **Grievance, Mediation and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance, mediation and arbitration procedures.

16.07 **Leave of Absence for Full-Time Union Duties**

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and with no continued accumulation of seniority during such leave. Such leave shall be for a maximum term of two (2) years.

16.08 **Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions and/or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated shall be allowed leave of absence without pay but without loss of benefits. No more than two employees shall be on leave at one time, and the maximum number of days for such leave shall not exceed a total of twelve (12) days per calendar year. Except for emergencies all requests for leave must be submitted to the Chief Executive Officer at least three (3) weeks in advance.

16.09 **Pregnancy/Parental Leave**

Pregnancy/Parental Leave shall be in accordance with the Employment Standards Act, except that the length of leave may be a maximum of **eighteen (18)** months if requested by the employee.

16.10 **Family Addition Leave**

Leave of two (2) days without loss of pay shall be granted on request for **a parent upon their child's birth or adoption**, provided the employee is not accessing the provisions of Pregnancy/Parental Leave defined by the Employment Standards Act.

16.11 **Payment of Benefits During Leaves**

Employees are responsible for full payment of the premiums for the benefits set out in Article 18 of the Collective Agreement while on Leave of Absence under Articles 16.07, and while on Leave of Absence beyond the statutory period under Article 16.09, and if such leave is of a duration in excess of one (1) month under Article 16.02.

ARTICLE 17 - SICK LEAVE

17.01 **Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay to the limit of such employee's accumulated sick leave credits by virtue of **personal illness, injury, or medical emergency, attending a medical appointment as per 17.07, exposure** to a contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.

17.02 **Amount of Sick Leave**

Each employee who has completed the probationary period shall be credited with one and one-half (1-1/2) **days** sick leave for each calendar month for which the employee is entitled to at least three (3) weeks' pay. A maximum of two hundred (200) days may be accumulated. Absence on account of illness for less than one (1) day shall be deducted from sick leave on the basis of an hour for hour deduction.

17.03 **Sick Leave During Leave of Absence and Lay Off**

When an employee is given a leave of absence without pay for any reason for more than one (1) week, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, she shall not receive credit for the period of such absence, except as may be otherwise approved and authorized by the Employer, but shall retain her cumulative sick leave credit, if any, existing at the time of such leave.

17.04 **Illness in the Family**

After notifying her Manager, an employee shall be entitled to use a maximum of five (5) accumulated sick leave days per year for absence due to the illness of a spouse, or child or a parent.

17.05 **Sick Leave Records**

The Employer shall advise each employee, in writing, of the amount of sick leave accrued to her credit with their T-4 slips at the end of February each year.

17.06 **Proof of Illness**

If requested by the Chief Executive Officer, an employee shall be required to produce a certificate from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their duties or

modified duties. Certificates are available from the Employer and on the employer's intranet.

Prior to returning to work after an illness and/or modified duties, if requested by the Chief Executive Officer, an employee shall be required to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Certificates are available from the Employer and on the employer's intranet.

The Employer shall reimburse the cost of the certificate.

17.07 Preventative Medicine

Dental or Doctor appointments of a short duration shall be recorded and hours converted to days or part days and deducted from sick leave annually.

ARTICLE 18 - HEALTH, WELFARE AND PENSION BENEFITS

18.01 Employer Health Tax

The Employer agrees to pay the Employer Health Tax.

Health Insurance Plan

On the completion of three (3) months service, the premium cost of semi-private coverage will be fully paid by the Employer for each participating employee.

18.02 Group Insurance and Extended Health Plan

Upon the completion of three months employment the cost of the monthly premium of A Group Life Insurance including accidental death and dismemberment (A.D.&D) will be fully paid by the Employer. Group Life Insurance coverage will be in the amount of 1.5 X annual earnings with a minimum amount of \$15,000.00 for full-time employees under age 65.

Upon the completion of three months employment, the Employer will pay for each participating employee 100% percent of the monthly premium for the Extended Health Plan including the following:

Drugs – Legally requiring prescription & life sustaining medications;
Deductible: \$5 yearly for single coverage, \$10 yearly for family coverage (effective January 1, 2017)
Mandatory Generic with appeal process

Smoking cessation drugs (effective January 1, 2017)

Private Duty/Nursing - \$10,000 per person per calendar year;

Paramedical (including Clinical Psychologist, Registered Social Worker, Speech Pathologist, Physiotherapy, Chiropractic, Massage, Osteopath, Chiropodist/Podiatrist, Naturopath) - \$500.00 per paramedical service per year; Physiotherapy \$700.00 per year;

Hospital (Semi-private or private) – No coverage;

Chronic Care Facility - \$3/day/120 days for 12 consecutive months;

Vision Care - \$300.00 every twenty-four (24) consecutive months – 100% no deductible;

Eye Exams – once every twenty-four (24) months (12 months for under age 18) to a maximum of \$75.00;

Hearing Aids – expenses to a maximum of \$500.00 per 60 consecutive months – 100% no deductible;

Orthopaedic Shoes - Reasonable and customary charges as determined by the carrier, no limit

Orthotics – 1 pair every 2 years to a maximum of \$400.00/pair;

Medical Services & Supplies(Including CPAP Machines) - coverage provided

Accidental Dental – No Maximum for Treatment within 180 days and completed within 1 year of accident;

Out of Province – coverage up to \$500,000 per person lifetime; Travel Assist

18.03 **Dental Care Plan**

Upon the completion of three months employment, for each participating employee the Employer will pay eighty 80 percent of the cost of the monthly premium for a Dental Care Plan based on the current O.D.A. schedule of fees:

Basic dental coverage 100%, Complete & partial dentures 50% , Recall Exams one (1) every 9 months.

As per the Harmonized Benefits Memorandum of Settlement dated the 5th of September, 2013.

18.03 Dental Care Plan Cont.

The following changes are as per the Harmonized Benefits Memorandum of Settlement dated the 23rd of March, 2016 the following changes are effective July 1st, 2016:

Dental

- Deductible – Nil
- Dental Plan – Preventative, Endodontic, Periodontal and Surgical Services, Denture and Relines
 - 100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide
- Dental Rider – Complete and Partial Dentures
 - 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide
- Dental Rider – Orthodontic Services (for dependent children to 18 years of age only)
 - 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide. Lifetime maximum - \$2,000 per dependent child
- Dental Rider – Crowns and Bridgework
 - 50% reimbursement of eligible charges up to the amount specific in the applicable Fee Guide
- Dental Overall Maximum (excluding Orthodontic Services) - \$2,000 per person per calendar year
- Fee Guide – Current Dental Association Fee Guide for General Practitioners in your province of residence
- 9-month recall

18.04 Pension Plan

All full-time employees, as a condition of employment, shall participate in the Ontario Municipal Employees Retirement System (OMERS) integrated with the Canada Pension Plan.

18.05 If the premium paid by the Employer for any employee benefits (as per Articles 18.01, 18.02 and 18.03 of this Agreement) is reduced as a result of any legislation, the amount of the savings shall be used to increase other benefits and/or introduce new benefits available to the employees, as may be mutually agreed between the parties.

18.06 The Employer agrees to provide former employees who retire on an OMERS pension (with payments beginning within two months of the date of retirement), should they retire prior to their 65th birthday, the drug and dental plan as provided in Articles 18.02 and 18.03 until they reach the age of 65 years. The Employer will pay the same percentage costs of premium as outlined in Articles 18.02 and 18.03. This Article shall apply to employees who retire on or after November 1, 2002.

18.07 **Benefits of Employees Working Past Age 65**

For employees who continue to work beyond the age of sixty-five (65), the Employer shall continue to pay and make its share of the premium costs for the group life insurance excluding A.D. & D. in the amount of 1 X annual earnings with a minimum of \$15,000.00

For employees who continue to work beyond the age of seventy (70), the Employer shall continue to pay and make its share of the premium costs for the group life insurance excluding A.D.& D. in the amount of a flat \$10,000.

The Employee shall continue with the negotiated drug plan, except the first payee shall be the Ontario Drug Benefit and the plan outlined in this Collective Agreement shall be the second payee.

The Employee shall continue to be covered by the negotiated dental plan.

18.08 **Employee Assistance Program**

The Employer agrees that the number of visits to the Employer provided EAP Program shall be increased to three (3) sessions at 100% employer paid plus three (3) sessions at fifty (50%) percent employer paid.

18.09 **Master Agreements to Union**

The Employer agrees to provide the Union with the current Master Agreements.

18.10 **Long Term Disability**

The Employer agrees to pay a Carrier the premium costs for an insured long-term disability benefit. Benefits of seventy percent (70%) of monthly income to a maximum benefit of \$4,000 per month would commence after a waiting period of (120) calendar days. Benefits do not include an annual escalation clause and would be payable up to the earlier of retirement or age sixty-five (65). Complete details of the long-term disability benefit will be outlined in a revised Employee Benefit Booklet. All full-time employees will qualify for this benefit after three (3) months continuous service.

As per the Harmonized Benefits Memorandum of Settlement dated the 23rd of March, 2016 the following changes are effective July 1st, 2016:

Subject to the provision of the collective agreement and legislation, benefits coverage will continue only for absences due to layoff, illness, disability and workplace Safety and Insurance compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive calendar days. “Benefit Coverage” includes life insurance, AD&D, LTD, Extended Health Plan and Dental Plan. Employees who go on LD will be paid benefit coverage as of the date they qualify for LTD based on their seniority as follows:

0 but less than 5	3 months benefits coverage
5 but less than 10	6 months benefits coverage
10 but less than 15	9 months benefits coverage
20 but less than 25	15 months benefits coverage
25 but less than 30	18 months benefits coverage
30 but less than 35	21 months benefits coverage
And greater than 35 years	24 months benefits coverage

At such time that benefit coverage ceases for any employee, for absence due to layoff, illness, disability and Workplace Safety and Insurance compensation, arrangements can be made with the employee to pay the full cost of the benefit premiums in order to maintain benefit coverage. Such requests will be granted by the **Employer** subject to the carrier’s limitations.

As per the Harmonized Benefits Memorandum of Settlement dated the 23rd of March, 2016 the following changes are effective June 1st, 2016:

18.11 **Retired Employees Between Age 55 and 65**

A former full-time Employee who retired from the **Employer** who had ten (10) years of continuous employment with the **Employer**, and is in receipt of a pension from OMERS, is eligible for the continuation of the following benefits:

- The ten (10) year service threshold to qualify for early retirement benefits as referenced above applies to any employee hired after June 1, 2016
- Extended Health Plan (includes Vision)
- Dental Care Plan

- Life Insurance in the amount of 1.5x their annual salary at the time of their retirement or termination, rounded to the nearest one thousand dollars, provided the former employee pays all premiums; and

Subject to the following conditions:

- (i) Retired employees are required to pay twenty (20%) percent of the monthly dental premiums via direct deposit, failure to pay the premium will result in the former employee forfeiting all benefits listed above;
- (ii) For the purposes of the above noted benefits, only one (1) spouse will be eligible for coverage at any time;
- (iii) These benefits will terminate on the last day of the month in which the retired Employee attains the age of 65 years or upon the death of the retired employee, whichever occurs first;
- (iv) Benefits will be provided in accordance with the terms of the Plans as they exist at the date of retirement

ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES

19.01 Technological Change

At least forty-five (45) days prior to the introduction or implementation of technological change affecting employees, the Employer shall, by written notice, furnish the Union with full information of the planned change or changes. Such prior notice shall contain information respecting

- nature and degree of change;
- the date or dates on which the Employer plans to effect the change;
- the location or locations involved.

As soon as reasonably practicable after the foregoing notice has been given, the Employer will disclose to the Union the effects of the change or changes on each classification of employees.

Following the said disclosure, representatives of the Employer and the Union shall meet for the purpose of engaging in consultations with the view to resolving any issues, which may concern the employment status of any employee.

19.02 **Training Benefits**

In the event the Employer should introduce new methods or machines which require new or greater skills than are possessed by present employees, such employees shall, at the expense of the Employer, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in salary rates or wages during the training period of such employees.

ARTICLE 20 - LABOUR MANAGEMENT LIAISON COMMITTEE

20.01 During the term of the Collective Agreement the parties agree to establish a Labour Management Liaison Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall meet at the request of either party and concern itself with matters, which are not the subject of the grievance procedure and negotiations.

20.02 A Job Description Committee consisting of three (3) representatives (including one representative from the Part-time Unit) of the Union and three (3) representatives of the Employer shall meet at the request of either party and concern itself with developing job descriptions. In addition, the Job Description Committee shall concern itself with developing new job descriptions when the duties in any classification are substantially changed or when a new classification is established during the term of the Collective Agreement and maintaining pay equity.

20.03 **Health and Safety Committee**

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness and to promote overall safety.
- b) The Employer and the Union agree to abide and adhere to the applicable standards set out in the Occupational Health and Safety Act as amended from time to time.
- c) A joint Health and Safety Committee shall be maintained and composed of two representatives appointed by the Union and two (2) representatives of the Employer.

ARTICLE 21 - GENERAL PROVISIONS

21.01 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.

21.02 Validity of Agreement

Where any provision of this Agreement or any practice there under is at any time contrary to the law, this Agreement is not to be deemed to be abrogated but is to be amended so as to make the provision of this Agreement conform to the law.

21.03 Singular vs Plural and Feminine vs Masculine

Whenever the singular or feminine is used in the Agreement, it shall be considered as if the plural or masculine had been used where the context so requires.

21.04 Mileage Allowance & Insurance

Mileage rates paid to employees using their own cars on Employer business, with the approval of the Employer, fifty (\$0.50) cents per kilometre. Employees authorized to use their private vehicles for Employer's business shall be entitled to receive the difference in insurance premium (up to \$80.00) applicable to business use as against pleasure and use for public liability, property damage, collision and comprehensive. Such compensation shall be paid within two (2) weeks of the employee producing a receipt for same to her Manager. All employees required to use private vehicles on Employer business shall be required to have such a public liability and property damage coverage.

21.05 Personnel Files

No evaluative or disciplinary material on an employee's conduct or service will be placed in such employee's personnel file unless such employee is given an opportunity to read it and receive a copy. An employee shall have the right to have access to review her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Failure to grieve discipline or to pursue such grievance to arbitration shall not be considered an admission that such discipline was justified.

Investigations into the service or conduct of the employee that do not result in discipline shall not be placed in the employee's personnel file. This shall not preclude the Employer from including counselling letters in the personnel file.

An Employee who maintains a clear record for a period of eighteen (18) months following their last warning or suspension shall have their disciplinary record cleared at the end of such period.

21.06 **Transportation Allowance**

Effective on ratification, a transportation allowance of one hundred and twenty (\$120) dollars will be paid bi-annually every July 1st and January 1st to all current employees.

21.07 **Copies of the Collective Agreement**

Number of copies to be printed as required for each party on a 50-50 shared basis.

21.08 **Tuition Reimbursement**

When an employee makes application to the Library Board to take a course and the Chief Executive Officer is of the opinion that it will be of benefit to the Library for the employee to take the course, the Library will pay fifty percent of the cost upon successful completion.

21.09 **Clothing Allowance**

Effective January 1, 2021, a clothing allowance of \$200.00 per year paid 50% each in January and June shall be paid to maintenance, custodial and cleaning employees.

Maintenance, custodial and cleaning employees on the active payroll and on the seniority list shall be entitled, on an annual basis, to be reimbursed upon presentation of a receipt, for the purchase of CSA approved safety footwear up to **\$150.00**.

21.10 It is understood that where the term "spouse" is used in this collective agreement it shall be defined as per the Ontario Human Rights Code, R.S.O. 1990, c.H.19.

ARTICLE 22 - PAYMENT OF SALARIES

22.01 **Pay Days**

The Employer shall pay salaries bi-weekly **by electronic funds transfer** in accordance with Appendix C attached hereto and forming part of the Agreement.

22.02 **Annual Increment**

An employee shall be entitled to an annual increment on the anniversary of her date of hiring until she reaches the maximum of her classification.

22.03 **Rate of Pay on Promotion**

An employee promoted to a higher classification shall be placed in an experience step in the new classification which is at least five (5%) percent higher than the previous rate. The date of promotion to a higher classification shall become the anniversary date for the application of any annual increment.

22.04 **Employer Reservation**

The Employer reserves the right to start a new employee with relevant experience within the minimum and maximum of any classification in Appendix C.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall remain in force and effect from **April 1, 2019 until March 31, 2023** and from year to year thereafter, unless either party notifies the other in writing during the three (3) months preceding the expiry date of this Agreement of its desire to bargain with a view to renewal, with or without amendments, of this Agreement, or the making of a new Agreement.

In Witness thereof each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the ____ day of _____, 2021.

On behalf of the Employer

On behalf of the Union

:mh/cope491

APPENDIX A

EMPLOYMENT STANDARDS ACT PREGNANCY LEAVE

An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy if she has been employed with her Employer for at least thirteen (13) weeks preceding the estimated day of delivery.

The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.

An employee who is entitled to the leave is required to give her Employer two (2) weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wishes to take the maximum leave.

An employee who **has** given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. She may change to a later date by giving two (2) weeks notice before the leave was to begin.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

A pregnancy leave will normally end seventeen (17) weeks after it begins but if the mother suffers a still-birth or miscarriage or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage or birth or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

If the Employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she must give her Employer four (4) weeks written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the Employer four (4) weeks written notice before the date the leave was to end.

APPENDIX A – Cont'd

EMPLOYMENT STANDARDS ACT PARENTAL LEAVE

An employee who is a parent and has been employed with his or her Employer for a least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time, is entitled to **up to sixty-one (61) or sixty-three (63) weeks** unpaid parental leave.

Both parents will be eligible to take a parental leave and each parent is eligible to take eighteen (18) weeks. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a person.

For fathers and adoptive parents, parental leave must commence within thirty-five (35) weeks after the birth or after the child first comes into the custody, care and control of a parent.

An employee who is entitled to a parental leave is required to give the Employer two (2) weeks written notice prior to the commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks notice before the earlier date, or to a later date by giving two (2) weeks notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the Employer written notice of his or her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, he or she must give the Employer four (4) weeks written notice of the date on which he or she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the **sixty-one (61) or sixty-three (63) weeks** maximum length of leave) the employee must give the Employer four (4) weeks written notice before the date the leave was to end.

APPENDIX B

FAMILY MEDICAL LEAVE

Family Medical Leave is unpaid, job-protected time off work for up to **twenty-eight (28) weeks in a 52-week** period.

This leave may be taken to care for and support a family member who has a serious medical condition with a significant risk of dying within a period of 26 weeks. This family member may be your spouse, parent, child or child of your spouse.

The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

You are entitled to a Family Medical Leave whether you are a full-time, part-time, permanent or contract employee.

If two or more employees qualify to take the leave to care for the same person, the **twenty-eight (28) weeks** must be shared.

Notifying your employer

You must inform your employer in writing that you will be taking Family Medical Leave before it begins, or as soon as you can.

NOTE: The **twenty-eight (28)** ~~eight~~ weeks of a Family Medical Leave do not have to be taken at the same time.

IN WITNESS WHERE OF each of the parties have caused this Agreement to be signed by their Duly authorized officials or representatives as of the _____ day of _____, 2021.

On behalf of the Employer

On behalf of the Union

APPENDIX C – SALARY SCHEDULE
APPENDIX C

APRIL 1, 2019 TO MARCH 31, 2020 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SUPPORT ASSISTANT	19.403	19.762	20.145	20.540	20.958
CUSTODIAN	20.756	21.274	21.804	22.347	22.937
TECHNICAL SERVICES ASSISTANT	23.632	24.027	24.434	24.846	25.281
TECHNOLOGY SUPPORT TECHNICIAN	25.419	26.057	26.741	27.449	28.222
MAINTENANCE SUPERVISOR	25.419	26.057	26.741	27.449	28.222
LIBRARY TECHNICIAN	26.199	26.837	27.521	28.229	29.002
LIBRARY TECHNICIAN - EMERGENT TECHNOLOGIES	26.199	26.837	27.521	28.229	29.002
SYSTEMS ANALYST	29.254	30.058	30.865	31.669	32.473
CHILD & YOUTH WORKER	31.410	32.362	33.359	34.393	35.471
COORDINATOR, TECHNOLOGIES & DIGITAL	31.410	32.362	33.359	34.393	35.471
COORDINATOR, CHILDREN & YOUTH PROGRAMMING	31.410	32.362	33.359	34.393	35.471
COORDINATOR, ADULT & SENIORS PROGRAMMING	31.410	32.362	33.359	34.393	35.471
COORDINATOR, CUSTOMER ENGAGEMENT	31.410	32.362	33.359	34.393	35.471
COORDINATOR, COLLECTIONS	31.410	32.362	33.359	34.393	35.471

APPENDIX C Cont.

APRIL 1, 2020 TO MARCH 31, 2021 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SUPPORT ASSISTANT	19.597	19.960	20.346	20.745	21.168
CUSTODIAN	20.964	21.487	22.022	22.570	23.166
TECHNICAL SERVICES ASSISTANT	23.868	24.267	24.678	25.094	25.534
TECHNOLOGY SUPPORT TECHNICIAN	25.673	26.318	27.008	27.723	28.504
MAINTENANCE SUPERVISOR	25.673	26.318	27.008	27.723	28.504
LIBRARY TECHNICIAN	27.241	27.885	28.576	29.291	30.072
LIBRARY TECHNICIAN - EMERGENCY TECHNOLOGIES	27.241	27.885	28.576	29.291	30.072
SYSTEMS ANALYST	29.547	30.359	31.174	31.986	32.798
CHILD & YOUTH WORKER	31.724	32.686	33.693	34.737	35.826
COORDINATOR, TECHNOLOGIES & DIGITAL	31.724	32.686	33.693	34.737	35.826
COORDINATOR, CHILDREN & YOUTH PROGRAMMING	31.724	32.686	33.693	34.737	35.826
COORDINATOR, ADULT & SENIORS PROGRAMMING	31.724	32.686	33.693	34.737	35.826
COORDINATOR, CUSTOMER ENGAGEMENT	31.724	32.686	33.693	34.737	35.826
COORDINATOR, COLLECTIONS	31.724	32.686	33.693	34.737	35.826

APPENDIX C Cont.

APRIL 1, 2021 TO MARCH 31, 2022 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SUPPORT ASSISTANT	19.940	20.309	20.702	21.108	21.538
CUSTODIAN	21.331	21.863	22.407	22.965	23.571
TECHNICAL SERVICES ASSISTANT	24.286	24.692	25.110	25.533	25.981
TECHNOLOGY SUPPORT TECHNICIAN	26.122	26.779	27.481	28.208	29.003
MAINTENANCE SUPERVISOR	26.122	26.779	27.481	28.208	29.003
LIBRARY TECHNICIAN	27.718	28.373	29.076	29.804	30.598
LIBRARY TECHNICIAN - EMERGENT TECHNOLOGIES	27.718	28.373	29.076	29.804	30.598
SYSTEMS ANALYST	30.064	30.890	31.720	32.546	33.372
CHILD & YOUTH WORKER	32.279	33.258	34.283	35.345	36.453
COORDINATOR, TECHNOLOGIES & DIGITAL	32.279	33.258	34.283	35.345	36.453
COORDINATOR, CHILDREN & YOUTH PROGRAMMING	32.279	33.258	34.283	35.345	36.453
COORDINATOR, ADULT & SENIORS PROGRAMMING	32.279	33.258	34.283	35.345	36.453
COORDINATOR, CUSTOMER ENGAGEMENT	32.279	33.258	34.283	35.345	36.453
COORDINATOR, COLLECTIONS	32.279	33.258	34.283	35.345	36.453

*****Retroactive pay is for all active and retired employees*****

LETTER OF UNDERSTANDING – PAY IN ARREARS

Between

The Brantford Public Library Board

And

The Canadian Union of Public Employees, Local 181

Full-Time Unit

Pay in Arrears

CUPE Local 181 – Full-time Unit employees are currently paid to date. Effective with the pay of October 29, 2021 employees will transition to a one (1) week in arrears payroll. This change only results in a pay cycle change and not a financial reduction in pay but it will mean that on the pay of October 29, 2021 employees will be paid for one week only based on time and attendance for the week of October 17 to 23, 2021. Because employees will be paid one week in arrears, when an employee leaves the employment of the City, there will be one week of pay owing to them at that time.

In preparation for the transition to this pay cycle change and to minimize the impact of the change to pay in arrears in 2021 the following options will be available:

- Option # 1: Use one (1) weeks' worth of accumulated vacation (35 hours/40 hours) to be paid on October 29, 2021. This vacation payout will offset the pay cycle change resulting from the move to one week in arrears. The 35 hours/40 hours will be removed from your 2021 vacation bank allotment to be paid out on the pay of October 29, 2021.

- Option # 2: Opt to have a fixed dollar amount deducted from each pay commencing on the pay of _____ based on your weekly net pay on that date (without adjustment for pay changes that may occur throughout 2021) for the following pays with the last deduction occurring on the pay of October 15, 2021. The accumulated dollar amount that will total one week's net pay will be paid on the October 29, 2021 pay to offset the pay cycle change.

- **Option # 3: Opt to use retroactive pay to cover the weeks' pay. The retroactive pay will be paid out on October 29, 2021 to offset the pay cycle change resulting from the move to one week in arrears. Should the retroactive pay not cover the full amount required to offset the pay cycle change, the employee will be notified so other arrangements can be made. Any remaining retroactive pay will be paid out to the employee.**

Should an employee leave the organization prior to the pay of October 29, 2021 any amounts deducted and set aside or vacation entitlement allocated to cover the one week's pay will be repaid on the last pay.

IN WITNESS WHERE OF each of the parties have caused this Agreement to be signed by their Duly authorized officials or representatives as of the _____ day of _____, 2021.

On behalf of the Employer

On behalf of the Union

Letter of Intent



BRANTFORD PUBLIC LIBRARY

March 8, 2017

Ms. Heather Grassick
Canadian Union of Public Employees
#204 - 1120 Victoria Street North
Kitchener, ON N2B 3T2

Re: Collective Agreement for Local 181
Brantford Public Library

The following clause renews our Letter of Intent for November 11, 1992, which states:

- 1. Posted Shifts**
Any changes in posted shifts initiated by the employee and approved by the manager shall not result in overtime.

The following clauses (2) renew our Letter of Intent for June 15, 1988 which states:

- 1. Christmas Hours**
As per the negotiations for the part-time contract, I wish to indicate to you that the decision made on Christmas Hours will apply to all staff, full and part-time. As we agreed to in the full-time negotiations these hours have been discussed at the Labour-Management Liaison Committee and staff have been asked for input.

Ms. Heather Grassick
Canadian Union of Public Employees
March 8, 2017

Page 2

The following clauses (2) renew our Letter of Intent for October 2002 negotiations:

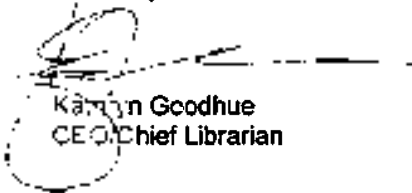
1. Negotiations

Subject to operational requirements, the Employer will give consideration to rescheduling hours on that day in order to avoid the requirement to return to work after 5:00 p.m. on a day when bargaining occurs.

2. Holiday Pay for Part-time

The employer will determine to pay the higher amount of the two calculations methods for Holiday Pay to part-time staff. Effective September 4, 2001, the calculation for Holiday pay is one-twentieth of the earnings (excluding overtime and premium pay) and the vacation pay of the previous 4 workweeks. The preceding method used to calculate holiday pay did not consider vacation pay on the previous 4 workweeks, but did consider a vacation period during the preceding period as earnings for the purposes of public holiday calculation.

Sincerely,


Kathryn Goodhue
CEO/Chief Librarian