

COLLECTIVE AGREEMENT

THE BRANTFORD PUBLIC LIBRARY BOARD

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 181.01
BRANTFORD PUBLIC LIBRARY PART TIME UNIT**

APRIL 1, 2019 TO MARCH 31, 2023

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	2
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – RECOGNITION AND NEGOTIATION	3
ARTICLE 4 – RESPONSIBILITIES OF THE PARTIES	4
ARTICLE 5 – UNION SECURITY.....	4
ARTICLE 6 – CORRESPONDENCE.....	5
ARTICLE 7 – REPRESENTATION	5
ARTICLE 8 – GRIEVANCE PROCEDURE	6
ARTICLE 9 – ARBITRATION	9
ARTICLE 10 – SENIORITY.....	10
ARTICLE 11 – PROMOTION AND STAFF CHANGES.....	12
ARTICLE 12 – HOURS OF WORK	15
ARTICLE 13 – OVERTIME AND SHIFT PREMIUM	18
ARTICLE 14 – RECOGNIZED HOLIDAYS	19
ARTICLE 15 – VACATIONS	20
ARTICLE 16 – LEAVES OF ABSENCE	21
ARTICLE 17 – SICK LEAVE	23
ARTICLE 18 – TECHNOLOGICAL CHANGE	24
ARTICLE 19 – GENERAL PROVISIONS.....	25
ARTICLE 20 – PAYMENT OF SALARIES.....	28
ARTICLE 21 – HEALTH INSURANCE AND PENSION PLAN.....	28
ARTICLE 22 – DURATION OF AGREEMENT	32
APPENDIX A EMPLOYMENT STANDARDS ACT PREGNANCY/PARENTAL LEAVE.....	33
APPENDIX B FAMILY MEDICAL LEAVE.....	35
APPENDIX C SALARY SCHEDULE	36
LETTER OF INTENT	38
INDEX.....	40

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) –
PART – TIME EMPLOYEES**

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

ARTICLE 2 – MANAGEMENT RIGHTS (Cont.)

2.01 Cont.

- 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 employees employed for not more than twenty four (24) hours per 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, students employed during the school vacation period, and students participating in a co-operative work/study program.

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 a 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) months 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. 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

ARTICLE 3 – RECOGNITION AND NEGOTIATION (Cont.)

3.03 Definition of a Temporary Worker (Cont.)

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 agreed to abide by the Ontario Human Rights Code and the Ontario 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 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.

ARTICLE 5 – UNION SECURITY (Cont.)

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 The Employer agrees to supply the Union, no later than November 15th of each year, with the list of 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. E-mail and/or fax is an acceptable form of communication.

ARTICLE 7 – REPRESENTATION

7.01 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.

ARTICLE 7 – REPRESENTATION (Cont.)

7.01 Cont.

- c. The Employer will recognize a Grievance Committee of two (2) employees who have completed their probationary period 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.

ARTICLE 8 – GRIEVANCE PROCEDURE (Cont.)

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 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 - 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.

ARTICLE 8 – GRIEVANCE PROCEDURE (Cont.)

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 grievances. 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 supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Manager intends to interview an employee for

ARTICLE 8 – GRIEVANCE PROCEDURE (Cont.)

8.10 Disciplinary Action (Cont.)

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 questions 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.

ARTICLE 9 – ARBITRATION (Cont.)

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 from the most recent day of hire. Seniority shall include service with the Employer prior to the certification of the Union.

In the event of the transfer of a part time employee to another CUPE Local 181 – Brantford Public Library bargaining unit, seniority shall be transferable and vice versa, provided part time service will not be recognized in calculating any payment pursuant to article 17.08 of the full time employees' Agreement.

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 three hundred and twenty five (325) hours for the Employer from her last date of hire. Upon satisfactory completion of the probationary period, an employee then acquires seniority standing dating from the date she commenced her current period of employment with the Employer.

ARTICLE 10 – SENIORITY (Cont.)

10.03 Seniority Rating (Cont.)

Upon completion of the probationary period the employee shall be notified in writing and a copy shall be sent to the Union. A part time employee who has completed her probation and who transfers to another CUPE Local 181 – Brantford Public Library bargaining unit will not be required to serve another probationary period. No employee shall be placed in a position outside the bargaining unit without her consent.

10.04 Limitations on Probationary Employees

During the first three hundred and twenty five (325) hours 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 three hundred and twenty five (325) hours 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 working days, unless a reasonable excuse which is satisfactory to the Employer 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,

ARTICLE 10 – SENIORITY (Cont.)

10.06 Transfer and Seniority Outside the Bargaining Unit (Cont.)

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) days worked, 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 lay-off 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 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 eighteen (18) 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, and on all employee bulletin boards for a minimum of one (1) week.
- b. Such notice shall contain the following information:
- 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 qualification 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 part 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.

ARTICLE 11 – PROMOTION AND STAFF CHANGES (Cont.)

11.01 Transfer and Seniority Outside the Bargaining Unit (Cont.)

- d. No external advertising for any vacancy or new position shall be placed until the applications of internal applicants have been fully processed. An exception may be granted by the union if they agree that the vacant or new position is not expected to attract an internal candidate. In this case, the position may be posted externally and internally simultaneously, and any internal applicants will be processed before any external candidates.

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.

- e. Vacancies which are outside the CUPE Local 181 Brantford Public Library full-time and part-time bargaining units will be posted on any employee bulletin boards for a minimum of one (1) week and may simultaneously be advertised outside.
- f. Selection of the successful candidate for a job posting shall be made within ten (10) working days following the completion of interviews. If the Employer finds it necessary to delay the selection for more than ten (10) working days following the completion of interviews, then the Union shall be informed in writing. The Employer shall make every reasonable effort to post and fill a vacancy within a reasonable time frame. The successful applicant will be given three (3) business days to decide on accepting the job offer.
- g. 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.
- h. Casual staff may be hired from a process of posting for a casual position or may be recruited as an additional hire out of a pool or candidates applying on a related, scheduled position. If a casual position is posted, it may be posted for internal and external candidates simultaneously.

A casual employee is only able to apply on positions as an internal candidate if she has gained seniority standing through satisfactory completion of the probationary period (three hundred and twenty-five (325) hours). A casual employee may apply on an externally posted position at any time.

ARTICLE 11 – PROMOTION AND STAFF CHANGES (Cont.)

11.02 Union Notification

- a. The Union shall be notified of the Employer's decision within five (5) working days of all lay-offs, promotions, recall, 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 (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 one hundred (100) hours trial period in the new position. The one hundred (100) hours will begin following the training period (if a training period is required). 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 one hundred (100) hours trial period may be extended by one hundred (100) hours 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.

ARTICLE 11 – PROMOTION AND STAFF CHANGES (Cont.)

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 employee exercising the right have the ability, 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 to be laid off.

11.08 Modified Work/Duty to Accommodate

In accordance with the Ontario Human Rights Code and/or the Workplace Safety and 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.

11.09 The Employer agrees that no part time regular employee within the bargaining unit shall be laid off for reason of her duties being carried out by one or more temporary workers or volunteers.

ARTICLE 12 – HOURS OF WORK

12.01 Schedule of Hours for Employees

The hours of work for employees shall not normally exceed twenty four (24) hours per week as assigned by the Employer. The normal hours of work do not include the meal period. When scheduled to work it will be for a minimum of three (3) hours per shift. In assigning the hours of work, employees except Custodians, shall not be scheduled to work more than three (3) evening shifts in a two (2) week period and not more than two (2) Saturdays in a four (4) week 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 (2) week period and/or more than two (2) Saturdays in a four (4) week period.

ARTICLE 12 – HOURS OF WORK (Cont.)

12.02 Schedules

Shift schedules shall be posted at least two (2) weeks in advance of implementation and 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.

Changes initiated by the employee, and approved by the Manager, can be made to the posted schedules.

Subject to operational requirements as determined by the employer, the employer shall endeavour to ensure that employees have consistent shifts and consistent days off.

When a position is vacated, employees within that classification may submit any schedule change requests which will be considered by seniority, subject to operational requirements.

12.03 Rest Periods

An employee shall be allowed a rest period of fifteen (15) consecutive minutes after a minimum of three (3) hours worked. An employee shall be entitled to an additional rest period with pay of fifteen (15) consecutive minutes during a seven (7) hour shift.

12.04 No Split Shifts

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

12.05 Extra Hours

Subject to having the required qualifications, extra hours shall be offered as equitably as possible among employees who are willing and available to work the additional hours, in the following order: permanent employees, temporary employees and then casual employees. The distribution of such hours shall be made available to the union upon request, in quarterly batches.

12.06 Travel Period

An employee with hours of work scheduled in two workplaces in the same shift will be allowed a reasonable paid travel period, including mileage reimbursement as per article 19.04.

ARTICLE 12 – HOURS OF WORK (Cont.)

12.07 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 thirty (30) days prior to such requirement to discuss safety concerns of the affected employees.

12.08 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.

12.09 Casual Employees

Casual staff may be hired and offered hours to cover vacations, sick leaves, and other absences.

Casual employees are guaranteed one three-hour shift per four-week rotation. A casual employee may be offered up to four additional hours a month aside from covering absences, if the number of hours offered and accepted by a casual employee is not sufficient to allow the employee to keep aware of job duties.

ARTICLE 13 – OVERTIME AND SHIFT PREMIUM

13.01 Overtime Defined

All time worked beyond thirty five (35) hours per week, on a recognized holiday or on a Sunday shall be considered as overtime. 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 shall be distributed fairly among the available employees.

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 Pay

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

- a. Over thirty five (35) hours weekly time and one half (1-1/2) their 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 the Manager.
- c. On a recognized holiday when the employee was not scheduled to work double (2) of the basic rate of pay for time worked plus another day off with pay at a time mutually agreeable to the employee and Manager.

ARTICLE 13 – OVERTIME AND SHIFT PREMIUM (Cont.)

13.03 Rate of Pay (Cont.)

- 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 Share Overtime

Overtime work will be offered equally to those employees willing and capable of performing such work.

13.06 Call-In

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.

13.07 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.

ARTICLE 14 – RECOGNIZED HOLIDAYS

14.01 Employees will be entitled to Recognized Holidays with pay for the following:

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

ARTICLE 14 – RECOGNIZED HOLIDAYS (Cont.)

14.01 Cont.

Boxing Day (defined as the first workday 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.

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

14.02 Religious Holiday

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 Computation of Vacation Pay

Employees will be paid vacation pay in accordance with the Employment Standards Act and Regulations except that after twenty-two (22) years after hire date vacation pay shall be 10%, after fourteen (14) years after hire date vacation pay shall be 8% and after five (5) calendar years of service vacation pay shall be 6%. Vacation pay will be paid with each regular pay. Employees have the option to set up a separate direct deposit account with a fixed amount allocated to that account with each regular pay, that approximately reflects their regular vacation pay amount. This amount will be able to be amended by the employee, as required.

15.02 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

ARTICLE 15 – RECOGNIZED HOLIDAYS (Cont.)

15.02 Scheduling of Vacations (Cont.)

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.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 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.

16.02 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.

16.03 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.

ARTICLE 16 – LEAVES OF ABSENCE (Cont.)

16.04 Negotiation Pay Provisions

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

16.05 Grievance, Mediation and Arbitration Pay Provisions

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

16.06 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.

16.07 Leave of Absence for Union Function

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. 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 fifteen (15) 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.

16.08 Pregnancy Leave

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

16.09 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

ARTICLE 16 – LEAVES OF ABSENCE (Cont.)

16.10 Bereavement Leave

An employee will be granted five (5) working days leave of absence without loss of pay at the death of her spouse, child or parent and three (3) working days at the death of 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. 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.

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 sick leave credits by virtue of being sick or disabled, exposed 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

Employees shall be allowed twenty four (24) hours of sick leave during each of the first two (2) years of employment and forty eight (48) hours annually after two (2) years of employment. This sick leave is not cumulative beyond thirty (30) hours.

17.03 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

The Employer shall reimburse the cost of the certificate.

ARTICLE 17 – SICK LEAVE (Cont.)

17.04 Illness in the Family

After notifying her Manager, an employee shall be entitled to use a maximum of twenty (20) hours of annual sick leave 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.

ARTICLE 18 – TECHNOLOGICAL CHANGE

18.01 At least 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 changes;
- 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 view to resolving any issues which may concern the employment status of any employee.

18.02 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 19 – GENERAL PROVISIONS

19.01 Bulletin Boards

The Employer shall provide bulletin boards, and space on the employer's intranet 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.

19.02 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.

19.03 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.

19.04 Mileage Allowance & Insurance

Mileage rates paid to employees using their own cars on Employer business, with the approval of the Employer, shall be \$.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.

19.05 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.

ARTICLE 19 – GENERAL PROVISIONS (Cont.)

19.05 Personnel Files (Cont.)

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 end of such period.

19.06 Copies of the Collective Agreement

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

19.07 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.

19.08 Clothing Allowance

Effective January 1, 2021, a clothing allowance of \$150.00 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.

From April 1, 2019 to December 31, 2020, maintenance, custodial and cleaning employees will be provided with three (3) sets of specified clothing. Clothing will be replaced, one-for-one when worn or damaged. It will be the responsibility of

the employee to return the worn or damaged clothing to their Manager or designate to get it replaced. The employee is responsible for returning all clothing issued should they resign or their employment is terminated by the Employer.

19.09 Labour Management Liaison Committee

This bargaining unit shall appoint one representative to the Labour Management Liaison Committee and one representative to the Job Description Committee.

ARTICLE 19 – GENERAL PROVISIONS (Cont.)

19.10 Job Description Committee

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.

19.11 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 by 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 (2) representatives appointed by the Union and two (2) representatives of the Employer.

19.12 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.

- 19.13 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 20 – PAYMENT OF SALARIES

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

20.02 Increment

From April 1, 2019 to December 31, 2021, increments shall be based on seventeen hundred and fifteen (1715) hours worked. Recognized holidays pursuant to Article 14 shall be considered as hours worked.

Effective January 1, 2022, 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.

20.03 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 per cent (5%) higher than the previous rate. The date of promotion to a higher classification shall become the anniversary date for the application of any increment.

20.04 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.

20.05 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 21 – HEALTH INSURANCE AND PENSION PLAN

21.01 Health Insurance Plan

The Employer agrees to pay the Employer Health Tax.

21.02 Pension Plan

An employee who qualifies in accordance with OMERS' regulations may choose to participate in the Ontario Municipal Employees Retirement System (OMERS) integrated with the Canada Pension Plan.

ARTICLE 21 – HEALTH INSURANCE AND PENSION PLAN (Cont.)

21.03 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 part-time employees under age 65.

Upon the completion of three months employment, the Employer will pay for each participating employee who is regularly scheduled to work eighteen (18) hours per week, fifty (50%) percent of the monthly premium for the Extended Health Plan including the following:

Drugs – Legally requiring prescription & life sustaining medications;

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

Paramedical (including Clinical Psychologist, Speech Pathologist, Physiotherapy, Chiropractic, Massage, Osteopath, Chiropodist/Podiatrist, Naturopath) - \$500.00 per paramedical service 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 3 calendar years, maximum \$400.00/pair;

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

ARTICLE 21 – HEALTH INSURANCE AND PENSION PLAN (Cont.)

21.03 Group Insurance and Extended Health Plan (Cont.)

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.

Upon the completion of three months employment, the Employer will pay for each participating employee who is regularly scheduled to work eighteen (18) hours per week, fifty (50) percent 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 23rd of March, 2016 the following changes are effective July 1st, 2016:

Extended Health

- Mandatory Generic with appeal process
- Deductible: \$5 yearly for single coverage, \$10 yearly for family coverage (effective January 1, 2017)
- Travel Assist
- Registered Social Worker added to Clinical Psychologist/EAP
- Increase physiotherapy by \$200 per person
- Smoking cessation drugs (effective January 1, 2017)
- Orthotics – 1 pair every 2 years to a maximum of \$400.00

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

ARTICLE 21 – HEALTH INSURANCE AND PENSION PLAN (Cont.)

21.03 Group Insurance and Extended Health Plan (Cont.)

- 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

21.04 The Employer agrees that the number of visits to the Employer provided EAP Program shall be increased to three sessions at one hundred (100%) percent employer paid and three sessions at 50% employer paid.

21.05 Benefits for 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.

ARTICLE 22 – DURATION OF AGREEMENT

22.01 This Agreement shall remain in force and effect from April 1, 2019 to 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 30th day of August 2021.

**For Canadian Union of Public
Employees and its Local 181.01
Brantford Public Library Unit**


Annemiek Gowling (Aug 24, 2021 08:50 EDT)

Chairperson, Negotiating Committee


Sarah Waddell (Aug 25, 2021 20:14 EDT)

Negotiating Committee


Jeff Sterne (Aug 30, 2021 10:56 EDT)

Negotiating Committee

Heather Grassick

CUPE National Representative

**For the City of Brantford Public
Library Board**


Marion McGeein (Aug 19, 2021 19:16 EDT)

Board Chair, Brantford Public Library


Rae-Lynne Aramburo (Aug 20, 2021 09:20 EDT)

CEO/Chief Librarian &
Secretary-Treasurer of the
Brantford Public Library Board


Ken Symons (Aug 23, 2021 08:31 EDT)

Corporate Services Administrator
Brantford Public Library


Zile Ozoib (Aug 23, 2021 10:03 EDT)

Manager, Programming and
Partnerships

: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.)

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) weeks of a Family Medical Leave do not have to be taken at the same time.

APPENDIX C

APRIL 1, 2019 TO MARCH 31, 2020 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHELVER				13.947	14.231
SUPPORT ASSISTANT	19.403	19.762	20.145	20.540	20.958
SUPPORT ASSISTANT HOME DELIVERY	20.716	21.075	21.458	21.853	22.271
CUSTODIAN	20.756	21.274	21.804	22.347	22.937
TECHNICAL SERVICES ASSISTANT	23.632	24.027	24.434	24.846	25.281
INFORMATION ASSISTANT	26.557	26.956	27.367	27.783	28.222
LIBRARY TECHNICIAN	26.199	26.837	27.521	28.229	29.002

APRIL 1, 2020 TO MARCH 31, 2021 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHELVER				14.086	14.373
SUPPORT ASSISTANT	19.597	19.960	20.346	20.745	21.168
SUPPORT ASSISTANT HOME DELIVERY	20.923	21.286	21.673	22.072	22.494
CUSTODIAN	20.964	21.487	22.022	22.570	23.166
TECHNICAL SERVICES ASSISTANT	23.868	24.267	24.678	25.094	25.534
INFORMATION ASSISTANT	26.822	27.226	27.641	28.061	28.504
LIBRARY TECHNICIAN	27.241	27.885	28.576	29.291	30.072

APRIL 1, 2021 TO MARCH 31, 2022 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHELVER				14.333	14.625
SUPPORT ASSISTANT	19.940	20.309	20.702	21.108	21.538
SUPPORT ASSISTANT HOME DELIVERY	21.289	21.659	22.052	22.458	22.888
CUSTODIAN	21.331	21.863	22.407	22.965	23.571
TECHNICAL SERVICES ASSISTANT	24.286	24.692	25.110	25.533	25.981
INFORMATION ASSISTANT	26.122	26.779	27.481	28.208	29.003
LIBRARY TECHNICIAN	27.718	28.373	29.076	29.804	30.598

APPENDIX C (Cont.)

APRIL 1, 2022 TO MARCH 31, 2023 SALARY SCALE					
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SHELVER				14.584	14.881
SUPPORT ASSISTANT	20.289	20.664	21.064	21.477	21.915
SUPPORT ASSISTANT HOME DELIVERY	21.662	22.038	22.438	22.851	23.289
CUSTODIAN	21.704	22.246	22.799	23.367	23.983
TECHNICAL SERVICES ASSISTANT	24.711	25.124	25.549	25.980	26.436
INFORMATION ASSISTANT	26.579	27.248	27.962	28.702	29.511
LIBRARY TECHNICIAN	28.203	28.870	29.585	30.326	31.133

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:

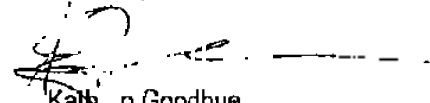
1. **Negotiations**

Subject to operational requirements, the Employer will give consideration to rescheduling hours on that day in order to avoid the requirement to report 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,



Kathleen Goodhue
CEO/Chief Librarian

INDEX

Acting Pay	Article 20.04	Page 28
Adoption Leave – see Pregnancy/Parental Leave		
Agreement, Changes	Article 8.09	Page 8
Agreement, Conflict with	Article 3.02	Page 3
Agreement, Distribution	Article 19.06	Page 26
Agreement, Duration of	Article 22.01	Page 32
Agreement, Validity	Article 19.02	Page 25
Arbitration	Article 9	Page 9
Arbitration Board, Composition of	Article 9.01	Page 9
Arbitration Board, Costs of	Article 9.02	Page 9
Arbitration Board, Limitations on	Article 9.03	Page 10
Arbitration, Exceptions to Agreement Assignment	Article 9.04	Page 10
Bargaining Unit, Composition of	Article 3	Page 3
Bargaining Unit, Exclusion from	Article 3.01	Page 3
Benefits – see Clothing allowance Group Insurance and Drug Plan Pension Plan Vision Plan		
Bereavement Leave	Article 16.10	Page 23
Board – see Arbitration Board Library Board Agenda		

Collective Agreement
 Brantford Public Library Board and
 CUPE Local 181 (Brantford Public Library Part-Time Unit)

Breaks – see Rest periods		
Bulletin Boards	Article 19.01	Page 25
Call-In	Article 13.06	Page 19
Car Allowance – see Mileage Allowance		
Clothing Allowance	Article 19.08	Page 26
Complaints – see Grievance Procedure Complaint Stage		
Contracting Out	Article 11.05	Page 14
Correspondence	Article 6.01	Page 6
Courses – see Education		
Court Witness	Article 16.02	Page 21
Death – see Bereavement Leave		
Dental Appointments	Article 21.03	Page 28
Dental Plan	Article 21.03	Page 28
Discipline	Article 8.10	Page 8
Discrimination	Article 4.01	Page 4
Doctor's Certificate	Article 17.03	Page 23
Drug Plan	Article 21.03	Page 28
Dues	Article 5.01 Article 5.02	Page 5 Page 5
Education	Article 16.03 Article 19.07	Page 21 Page 26

Education – see also
 Training

Employee, Injured – see
 Handicapped Worker

Employer Health Tax	Article 21.01	Page 28
---------------------	---------------	---------

Eye Glasses – see
 Vision Plan

Family Medical Leave	Appendix B	Page 34
----------------------	------------	---------

Grievance Committee	Article 7.01 c.	Page 6
---------------------	-----------------	--------

Grievance, Definition	Article 8.01	Page 6
-----------------------	--------------	--------

Grievance, Group – see
 Group Grievance

Grievance, Initiation	Article 8.04	Page 7
-----------------------	--------------	--------

Grievance, Intent to Resolve	Article 8.07	Page 8
------------------------------	--------------	--------

Grievance, Permission to Leave Work	Article 8.08	Page 8
-------------------------------------	--------------	--------

Grievance, Policy – see
 Policy Grievance

Grievance Procedure	Article 7.01	Page 5
	Article 7.02	Page 6
	Article 8	Page 6

Grievance Procedure, Complaint Stage	Article 8.03	Page 7
--------------------------------------	--------------	--------

Grievance, Time Limits	Article 8.02	Page 7
------------------------	--------------	--------

Group Grievance	Article 8.06	Page 8
-----------------	--------------	--------

Group Insurance	Article 21.03	Page 29
-----------------	---------------	---------

Health and Safety Committee	Article 19.11	Page 27
-----------------------------	---------------	---------

Health Insurance Plan – see
 Employer Health Tax

Collective Agreement
 Brantford Public Library Board and
 CUPE Local 181 (Brantford Public Library Part-Time Unit)

Holidays	Article 14	Page 19
Hours of Work	Article 12.01	Page 15
Hours, Extra Hours	Article 12.05	Page 16
Hours, Travel Period	Article 12.06	Page 16
Hours, Working Beyond 9 p.m.	Article 12.07	Page 17
Hours, Special Events Outside of Regular Work Hours	Article 12.08	Page 17
Illness – see Illness, Family Sick Leave Doctor's Certificate		
Illness, Family	Article 17.04	Page 24
Job Classifications	Article 7.03	Page 6
Job Descriptions	Article 7.03	Page 6
Job Description Committee	Article 19.10	Page 27
Job Postings	Article 11.01	Page 12
Job Postings, Non-Union	Article 11.01 e.	Page 13
Jury Duty	Article 16.02	Page 21
Labour Management Committee	Article 19.09	Page 26
Lay-Off/Layoff	Article 11.05 Article 11.06 Article 11.07 Article 11.09	Page 14 Page 15 Page 15 Page 15
Leave of Absence, Personal	Article 16.01	Page 21
Leave of Absence, Union	Article 16.06 Article 16.07	Page 22 Page 22
Leaves of Absence	Article 16	Page 21

Collective Agreement
 Brantford Public Library Board and
 CUPE Local 181 (Brantford Public Library Part-Time Unit)

Library Board Agenda	Article 7.04	Page 6
Library Board Meetings – see Library Board Minutes Library Board Agenda		
Library Board Minutes	Article 7.04	Page 6
Lockouts	Article 4.02	Page 4
Management Rights	Article 2	Page 2
Maternity Leave – see Pregnancy/Parental Leave		
Meetings, Attendance at	Article 7.01 e.	Page 6
Members, Solicitation of	Article 5.03 Article 5.04	Page 5 Page 5
Membership	Article 5.04 Article 5.04	Page 5 Page 5
Mileage Allowance & Insurance	Article 19.04	Page 25
Modified Work, Duty to Accommodate	Article 11.08	Page 15
Negotiating Committee	Article 7.01 d.	Page 6
Negotiations	Article 7.01 Article 16.04	Page 5 Page 22
Ontario Municipal Employees Retirement System (OMERS)	Article 21.02	Page 28
Overtime	Article 13 Article 13.01	Page 18 Page 18
Overtime, No Layoff	Article 13.04	Page 19
Overtime, Payment for	Article 13.02	Page 18
Overtime, Shared	Article 13.05	Page 19

Paternity Leave – see
 Pregnancy/Parental Leave

Pay	Article 13.02	Page 18
	Article 15.01	Page 20
	Article 16.04	Page 22
	Article 16.05	Page 22

Pay, Acting	Article 20.04	Page 28
-------------	---------------	---------

Pay, Increment	Article 20.02	Page 28
----------------	---------------	---------

Pension Plan	Article 21.02	Page 28
--------------	---------------	---------

Personal Leave – see
 Leave of Absence, Personal

Personnel File	Article 19.05	Page 25
----------------	---------------	---------

Policy Grievance	Article 8.05	Page 8
------------------	--------------	--------

Preamble	Article 1	Page 2
----------	-----------	--------

Pregnancy/Parental Leave	Appendix A	Page 33
	Article 16.08	Page 22
	Article 16.09	Page 22

Probation	Article 10.03	Page 10
	Article 10.04	Page 11

Promotion	Article 11.03	Page 10
	Article 20.02	Page 11

Recall	Article 11.06	Page 5
--------	---------------	--------

Religious Holidays	Article 14.02	Page 20
--------------------	---------------	---------

Rest Periods	Article 12.03	Page 16
--------------	---------------	---------

Retirement – see
 Ontario Municipal Employees
 Retirement System (OMERS)
 Pension Plan

Schedules	Article 12.01	Page 15
-----------	---------------	---------

Collective Agreement
 Brantford Public Library Board and
 CUPE Local 181 (Brantford Public Library Part-Time Unit)

Schedules, Vacation	Article 15.02	Page 20
Seminars	Article 16.03	Page 21
Seniority	Article 10	Page 10
Seniority, Definition of	Article 10.01	Page 10
Seniority List	Article 10.02	Page 10
Seniority, Loss of	Article 10.05	Page 11
Shifts – see Hours of Work		
Shift Premium	Article 13.06	Page 19
Shifts, Split	Article 12.04	Page 16
Sick Leave	Article 17	Page 23
Sick Leave, Allowance	Article 17.02	Page 23
Sick Leave, Definition	Article 17.01	Page 23
Sick Leave, Records	Article 17.05	Page 24
Statutory Holidays – see Holidays		
Strikes	Article 4.02	Page 4
Technological Changes	Article 18	Page 24
Technology – see Technological Changes		
Temporary Worker	Article 3.03	Page 3
Training	Article 18.02	Page 24
Transfers	Article 10.06 Article 11.03	Page 11 Page 14
Transportation Allowance	Article 19.12	Page 27

Collective Agreement
Brantford Public Library Board and
CUPE Local 181 (Brantford Public Library Part-Time Unit)

Union Orientation	Article 5.03	Page 5
Vacancies	Article 11	Page 12
Vacation Pay	Article 15.01	Page 20
Vision Plan	Article 21.03	Page 28
Wages	Appendix C	Page 36
Wages, Payment of	Article 20	Page 28
Work Week – see Hours of Work		
Workshops	Article 16.03	Page 21

Signature: Heather Grassick
Heather Grassick (Aug 30, 2021 11:35 EDT)

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