

**COLLECTIVE AGREEMENT**

**THE BRANTFORD PUBLIC LIBRARY BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 181**

**BRANTFORD PUBLIC LIBRARY PART-TIME UNIT**

**APRIL 1, 2023 TO MARCH 31, 2027**

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THIS AGREEMENT ENTERED INTO AS OF THE 14<sup>TH</sup> DAY OF FEBRUARY 2024

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

## **BRANTFORD PUBLIC LIBRARY LAND ACKNOWLEDGEMENT**

In Brantford, we are located on the traditional territory of the Haudensaunee and Anishinaabeg. This territory is covered by the Upper Canada Treaties and directly adjacent to the Haldimand Treaty territory.

A lot of history about Indigenous peoples has been erased, and cultural and knowledge sharing practices destroyed, through concerted efforts by colonizers. Libraries play a role in this through the information and knowledge we select to add or remove from our collections and western knowledge lenses we use to assess content and materials.

The Library is committed to identifying and implementing actions of reconciliation, on an ongoing basis.

### **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 employees employed for not more than twenty four (24) hours per week save and except Managers, persons above the rank of Manager, Supervisor– Finance and Administration, Information Technology (IT) Supervisor, 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. A permanent employee hired as a temporary replacement for another role is not considered a Temporary Worker. 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 their seniority dated back to the commencement of their 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. Professional development opportunities and course reimbursement for Temporary Workers are at the discretion of the CEO/Chief Librarian. 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 for the previous month, 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 their 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 their 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 bylaws 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 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 their 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.
- 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. The Employer will grant up to two full days leave with pay to the negotiating committee in order to prepare for Negotiations. The Union will reimburse the Employer for these wages upon submission of an invoice.

- 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 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.

#### 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 their job after obtaining the permission of their 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 their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. This includes fact-finding meetings, performance-related meetings where more than one management representative is present, and meetings where a formal counselling letter is provided. 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 their Steward) of the purpose of the interview in order that the employee may contact their Steward to be present at the interview. Such notice shall normally be twenty-four (24) hours in advance. The twenty-four (24) hours' notice period will take the Employer's Disconnecting from Work Policy into account. Exceptions may occur for the notice period when the Employer reasonably considers the matter to be urgent or is seeking to avoid a prolonged period of waiting.

**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.

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.

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

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 their 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 their 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 their 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 their seniority.

#### 10.06 **Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their 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 their trial period, which shall be a maximum of sixty (60) days worked, they shall revert to the position held prior to the promotion or transfer. If an employee returns to the bargaining unit after their trial period, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

In cases where an employee moves from a part-time position to a full-time position, either for a temporary or permanent role, leave and benefits entitlements will be as per the language in the Full Time Unit Collective Agreement for the duration of that transfer, except in cases where temporary changes are limited by a third party provider.

### **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 their full CUPE seniority accumulation within their 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:

The position, general description of job 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 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, they shall be returned to their former position on completion of the temporary assignment.

- 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 their 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 they have 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.

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 their previous position and rate of pay without loss of seniority. It shall be incumbent on the employee to provide documented proof of their 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 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 their position, the Employer through consultation with the Union will endeavour to provide them 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 their 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 their 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.

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.

12.07 **Working Beyond Opening Hours**

In the event that the Employer requires any employee to be scheduled to work beyond regular opening hours, the parties shall meet at least two (2) weeks 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 volunteered the least 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**

Instead of payment for 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. They will stay, as needed, and select one appropriate co-worker to accompany them. 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;
- 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 **Shared 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, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day, 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 they have been absent without good cause on their scheduled working day immediately preceding or succeeding such holiday.

**14.02 Religious and Cultural Observances**

The Board agrees to accommodate employees who wish to observe recognized religious holidays or ethno-cultural observances 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.

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

A total of one and one half (1-1/2) additional holiday days will be provided at times to be determined by the Chief Executive Officer. Payment will be based on the holiday pay calculation methods defined in section 14.04. An employee may elect to receive paid time off, to be taken no later than June 30 the following year.

14.04 **Holiday Pay**

The Employer will pay the higher amount of two calculation methods for holiday pay: the Employment Standards Act method of one-twentieth of the earnings (excluding overtime and premium pay) and vacation pay of the previous four (4) weeks or one-ninth of the regularly scheduled hours during the previous two (2) weeks.

**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.

Effective January 1, 2025, thirty (30) years after hire date vacation pay shall be 12%.

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 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 they request 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 their normal wages paid to them 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.

**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 thirty (30) days per calendar year, as a total allotment for the Unit. Except for emergencies all requests for leave must be submitted to the Chief Executive Officer at least three (3) weeks in advance.

The Employer agrees to continue to pay the employees and will be reimbursed for all wages, by the Union, upon submitting an invoice.

Upon request to the Employer, the Unit Chair or designate will be allowed leave to attend the monthly executive and general meetings of the Local. The Employer agrees to continue to pay the Employee and will be reimbursed for all wages by the Union, upon submitting and invoice.

#### 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.

Effective April 1, 2025, an employee shall be granted pregnancy or parental leave in accordance with the provisions of the Employment Standards Act. Request for such leave must be made in writing. The Employer agrees to top up the employee's wage to 75% above any income the employee receives from employment insurance while on pregnancy or parental leave. Employees will be unpaid for the one (1) week Employment Insurance waiting period.

This top up shall be applicable for 5 weeks in the case of pregnancy leave or 5 weeks in the case of parental leave.

The employee shall provide a certificate signed by a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

#### 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.

#### 16.10 **Bereavement Leave**

An employee will be granted five (5) working days leave of absence without loss of pay at the death of their spouse, child or parent; three (3) working days without loss of pay at the death of their 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; one (1) working day without loss of pay at the death of an Indigenous Elder from the same band as the employee; and one (1) working day without pay at the death of any other relative or relative-in-law. Where the burial occurs outside the Province of Ontario, additional days without pay may be granted for travelling time.

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

#### 16.11 **Citizenship Leave**

An employee will be granted a combined total of up to four (4) hours without loss of pay for time spent in the pursuit of Canadian citizenship for an employee, including activities such as application submission, and attendance at interviews or the swearing in ceremony.

### **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.

Effective July 1, 2024, employees earn five (5) hours per month after two (2) years of employment. This sick leave is not cumulative beyond sixty (60) 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 Employer shall reimburse the cost of the certificate.

**17.04 Illness in the Family**

After notifying their 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 family member.

**17.05 Sick Leave Records**

Accrued sick leave banks will be maintained and available in the time entry software.

**17.06 Preventative Medicine**

Dental, paramedical, or doctor appointments of a short duration shall be deducted based on time taken in fifteen (15)-minute increments and deducted from sick leave during the applicable pay period.

**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**

All language in the collective agreement will be gender neutral language.

19.04 **Mileage Allowance & Insurance**

Effective April 1, 2024, mileage rates paid to employees using their own cars on Employer business, with the approval of the Employer, shall be sixty-eight (\$0.68) 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 their 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 their 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. These counselling letters will be removed from the file after twelve (12) months.

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 post-secondary education course, at the discretion of the CEO/Chief Librarian, the Library will agree to pay fifty (50) percent of the cost of the course upon successful completion.

19.08 **Clothing Allowance**

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 \$175.00.

19.09 **Labour Management Liaison Committee**

The parties agree to maintain a Labour Management Liaison Committee. As per the Committee's Terms of Reference, it shall include up to four (4) representatives of the Union, three (3) representatives of Management, and a human resources

representative. 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.

**19.10 Job Description Committee**

A Job Description Committee consisting of at least 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.

**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 Pay Equity Committees**

A Joint Job Evaluation Committee consisting of four (4) representatives of the Union and four (4) representatives of the Employer shall meet for the purpose of rating jobs in accordance with the *Ontario Pay Equity Act* and the Pay Equity Terms of Reference, jointly established for the Library. The Joint Job Evaluation Committee shall report to a Joint Steering Committee, which consists of four (4) representatives of the Union and four (4) representatives of the Employer. The Joint Steering Committee will resolve any matters relating to the interpretation, application, or administration of the Terms of Reference, CUPE Gender Neutral Job Evaluation Plan or any other issues as it relates to the Joint Pay Equity process.

**19.13 Parking**

Effective July 1, 2024, the Employer will pay for parking in the City parkade for all employees that require it, who work at the Main branch, and pay for parking at any future Branch locations if free parking is not available.

19.14 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**

An employee shall be entitled to an annual increment on the anniversary of their date of hiring until they reach the maximum of their 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 they 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 WELFARE AND PENSION BENEFITS**

### **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.

### **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:

<b>Benefit</b>	<b>Coverage</b>
Drugs	<p>Legally requiring prescription &amp; life sustaining medications.</p> <p>Mandatory Generic with appeal process.</p> <p>Deductible: \$5 yearly for single coverage, \$10 yearly for family coverage.</p> <p>Smoking cessation, 3 months per calendar year.</p>
Private Duty/Nursing	\$10,000 per person per calendar year.
Paramedical including Clinical Psychologist, Registered Social Worker, Psychotherapist, Psychoanalyst.	Combined maximum of \$750.00 per calendar year.
Paramedical including Speech Pathologist, Chiropractic, Massage, Osteopath, Chiropodist/Podiatrist, Naturopath, Marriage/Family Therapist, Athletic Therapist.	Maximum of \$500 per service per calendar year.
Physiotherapist	Maximum of \$700.00 per calendar year.
Hospital (Semi-private or private)	No coverage.
Chronic Care Facility	\$3/day/120 days for 12 consecutive months.
Vision Care (including laser eye surgery)	\$425.00 every twenty-four (24) consecutive months.
Eye Exams	Once every twenty-four (24) months, or twelve (12) months for under age 18, to a maximum of \$100.00.
Hearing Aids	Expenses to a maximum of \$750.00 per 60 consecutive months.

Orthopaedic Shoes	Reasonable and customary charges as determined by the carrier, no limit.
Orthotics	1 pair every 2 calendar years, maximum \$400.00.
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.

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 5<sup>th</sup> of November, 2021:

Dental

<b>Benefit</b>	<b>Coverage</b>
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.
Scaling	16 units per year.
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 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.

**21.04 Employee and Family Assistance Program (EFAP)**

The Employer agrees to provide access to confidential counselling services through an Employee and Family Assistance Program. The current EFAP provider offers counselling and coaching services and resources at no cost to the employee. The cost of services from referrals external to the EFAP provider are not covered by the Employer, except through applicable benefits entitlements.

**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 - STAFFLESS LIBRARIES**

**22.01 NOTICE, CONSULTATION AND DISCLOSURE**

The Employer will give the Union at least three (3) months' written notice if it is considering or planning to implement one or more staffless libraries. The Employer will also give the union at least three (3) months' written notice if it is considering or planning to undertake one (1) or more pilot projects to determine the possibility of implementing a staffless library model.

**22.02 JOB SECURITY**

It is agreed that no current bargaining unit member shall be terminated, placed on layoff, have their hours of work reduced, suffer a reduction in pay, have their recall withheld, or have their classification reduced due to the implementation of a staffless library model. Further, it is not the intent of the Employer to use a staffless library model to limit an increase to the bargaining unit through hiring.

**22.03 PROTECTION OF BARGAINING UNIT WORK**

In the event the Employer implements a staffless library model the Employer agrees that regular work performed for the normal operations of these will be performed by members of the bargaining unit.

## ARTICLE 23 – DURATION OF AGREEMENT

23.01 This Agreement shall remain in force and effect from April 1, 2023 to March 31, 2027 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 14 day of June 2024.

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

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

Annemiek Gowling

Annemiek Gowling (Jun 14, 2024 15:03 EDT)

Chairperson, Negotiating Committee

Marion McGeein

Marion McGeein (Jun 13, 2024 16:03 EDT)

Board Chair, Brantford Public Library

Sandra Piet

Sandra Piet (Jun 14, 2024 14:42 EDT)

Negotiating Committee

Rae-Lynne Aramburo

Rae-Lynne Aramburo (Jun 13, 2024 10:00 EDT)

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

Shannon Purificati

Shannon Purificati (Jun 14, 2024 13:53 EDT)

Negotiating Committee

Ken Symons

Ken Symons (Jun 14, 2024 09:57 EDT)

Corporate Services Administrator  
Brantford Public Library

Heather Grassick

Heather Grassick (Jun 13, 2024 10:24 EDT)

CUPE National Representative

Kelly Nielsen

Kelly Nielsen (Jun 13, 2024 11:31 EDT)

Manager, Public Services  
Brantford Public Library

## **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 they have been employed with their 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 their 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 they wish 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. They 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 they have arranged their pregnancy leave, they have 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 their 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 their 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, they must give their Employer four (4) weeks written notice of the date on which they intend 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), they must give the Employer four (4) weeks written notice before the date the leave was to end.

## **PARENTAL LEAVE**

An employee who is a parent and has been employed with their 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 their own.

For a natural mother, parental leave commences when their 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 they do not specify when the leave will end, it will be assumed that they wish 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 their 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, they must give the Employer four (4) weeks written notice of the date on which they intend 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, or someone who you are the primary caregiver for.

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 – SALARY SCALE**

**APRIL 1, 2023 TO MARCH 31, 2024 SALARY SCALE**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
SHELVER				16.086	16.391
SUPPORT ASSISTANT	21.818	22.205	22.617	23.042	23.493
CUSTODIAN	23.235	23.793	24.363	24.948	25.582
TECHNICAL SERVICES ASSISTANT	25.452	25.878	26.315	26.759	27.229
INFORMATION ASSISTANT	27.376	28.065	28.801	29.563	30.396
INFORMATION ASSISTANT HOME DELIVERY	27.376	28.065	28.801	29.563	30.396
LIBRARY TECHNICIAN	29.049	29.736	30.473	31.236	32.067

**APRIL 1, 2024 TO MARCH 31, 2025 SALARY SCALE**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
SHELVER				16.569	16.883
SUPPORT ASSISTANT	22.473	22.871	23.296	23.733	24.198
CUSTODIAN	23.932	24.507	25.094	25.696	26.349
TECHNICAL SERVICES ASSISTANT	26.216	26.654	27.104	27.562	28.046
INFORMATION ASSISTANT	28.197	28.907	29.665	30.450	31.308
INFORMATION ASSISTANT HOME DELIVERY	28.197	28.907	29.665	30.450	31.308
LIBRARY TECHNICIAN	29.920	30.628	31.387	32.173	33.029

**APRIL 1, 2025 TO MARCH 31, 2026 SALARY SCALE**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
SHELVER				17.025	17.347
SUPPORT ASSISTANT	23.091	23.500	23.937	24.386	24.863
CUSTODIAN	24.590	25.181	25.784	26.403	27.074
TECHNICAL SERVICES ASSISTANT	26.937	27.387	27.849	28.320	28.817
INFORMATION ASSISTANT	28.972	29.702	30.481	31.287	32.169
INFORMATION ASSISTANT HOME DELIVERY	28.972	29.702	30.481	31.287	32.169
LIBRARY TECHNICIAN	30.743	31.470	32.250	33.058	33.937

**APRIL 1, 2026 TO MARCH 31, 2027 SALARY SCALE**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
SHELVER				17.536	17.867
SUPPORT ASSISTANT	23.784	24.205	24.655	25.118	25.609
CUSTODIAN	25.328	25.936	26.558	27.195	27.886
TECHNICAL SERVICES ASSISTANT	27.745	28.209	28.684	29.170	29.682
INFORMATION ASSISTANT	29.841	30.593	31.395	32.226	33.134
INFORMATION ASSISTANT HOME DELIVERY	29.841	30.593	31.395	32.226	33.134
LIBRARY TECHNICIAN	31.665	32.414	33.218	34.050	34.955

**LETTER OF UNDERSTANDING – LIBRARY OPERATIONAL HOURS ON A SUNDAY**

**Between**

**THE BRANTFORD PUBLIC LIBRARY BOARD (EMPLOYER)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 181 – FULL-TIME UNIT AND  
PART-TIME UNIT**

Re: Library Operational Hours on a Sunday

WHEREAS, the parties recognize the need to ensure an effective, consistent, and fair process to cover Sunday operational hours, and;

WHEREAS it is of interest for the parties to identify a mutually beneficial solution for Sunday scheduling;

NOW THEREFORE the parties agree to the following:

- 1) A joint committee will be formed, with three Union members, appointed by the Local, plus the CUPE National rep and up to three management staff, plus the Human Resources Business Partner. A minimum of 3 Union and 3 Management representatives are required for a quorum.
- 2) The committee will meet monthly or as needed, to discuss and explore potential options for staffing Sunday operating hours. All meetings and preparation work, as required, will be done on paid work time.
- 3) The joint committee will agree upon an anonymous survey for all Union Staff about their preferences and concerns, regarding Sunday operating hours, with full results and raw data being provided to the full committee.
- 4) The joint committee will agree upon survey questions for the public about library operating hours, with full results and raw data being provided to the full committee.
- 5) The committee will discuss all potential options for Sunday operations and staffing, based on both survey results, including adjusting opening and closing times.
- 6) Any final decisions the committee comes to that impact collective agreements, will have to be in writing and ratified by majority vote of both bargaining units and the Employer prior to any changes being implemented.
- 7) The parties agree to meet in good faith and will aim to have decisions made in time for the opening of the new branch in the southwest.

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