

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BELLEVILLE PUBLIC LIBRARY BOARD  
(HEREINAFTER CALLED THE "EMPLOYER")  
OF THE FIRST PART**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 907 (LIBRARY WORKERS)  
(HEREINAFTER CALLED THE "UNION")  
OF THE SECOND PART**

**APRIL 1, 2023 - MARCH 31, 2026**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	2
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT.....	4
ARTICLE 5 - UNION MEMBERSHIP.....	5
ARTICLE 6 - CHECK-OFF OF UNION DUES .....	6
ARTICLE 7 - NO STRIKES OR LOCKOUTS .....	6
ARTICLE 8 - CORRESPONDENCE .....	6
ARTICLE 9 - GRIEVANCE PROCEDURE .....	
ARTICLE 10 - ARBITRATION.....	8
ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE .....	9
ARTICLE 12 - SENIORITY .....	10
ARTICLE 13 - PROMOTIONS AND STAFF CHANGES .....	12
ARTICLE 14 - LAYOFFS.....	14
ARTICLE 15 - HOURS OF WORK .....	14
ARTICLE 16 - OVERTIME .....	16
ARTICLE 17 - PAID HOLIDAYS .....	17
ARTICLE 18 - VACATIONS.....	18
ARTICLE 19 - SICK LEAVE PROVISIONS.....	20
ARTICLE 20 - LEAVE OF ABSENCE .....	21
ARTICLE 21 - WAGES AND ALLOWANCES .....	26
ARTICLE 22 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS.....	27
ARTICLE 23 - EMPLOYEE BENEFITS.....	28
ARTICLE 24 - TECHNOLOGICAL CHANGE .....	30
ARTICLE 25 - ACCOMMODATION .....	31
ARTICLE 26 - BULLETIN BOARDS.....	31
ARTICLE 27 .....	31
ARTICLE 28 - COPIES OF AGREEMENT.....	31
ARTICLE 29 - GENERAL .....	32
ARTICLE 30 - COMMITTEES .....	32
ARTICLE 31 - TERM OF AGREEMENT .....	35
Letter of Understanding# 1 .....	37
Letter of Understanding# 2 .....	38
SCHEDULE "A" - WAGE RATES .....	39

## **ARTICLE 1 - PREAMBLE**

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

- (1) to maintain and improve harmonious relations and settle 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, services, etc.
- (3) to encourage efficiency in operations
- (4) to provide the morale, well-being and security of all employees in the bargaining unit of the Union,

and to these ends, the parties have agreed to the following terms and conditions as set forth in this Agreement which shall be regarded as a full statement of their respective obligations.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and acknowledges that the management of the Library system and direction of the working force are fixed exclusively in the Library Board and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, and suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine the nature and kind of operations conducted by the Employer, the type of services to be offered, equipment, and materials to be used, the methods and techniques of work, the content of jobs, the schedule of work, the number of employees to be employed, the extensions, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions in this Agreement.

2.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

### **ARTICLE 3 – RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 907 (Library Workers) as the sole and exclusive collective bargaining agent for all of its employees, save and except the Chief Executive Officer, persons above the rank of Chief Executive Officer, Manager of Public Service, (formerly Deputy Chief Librarian), Administrative Assistant (formerly Secretary) to the Chief Executive Officer, Payroll and Accounts Administrator, (formerly Administrative Assistant) and students employed during the school vacation period, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- (a) The term “employee” in this contract shall be taken to mean an employee of the Belleville Public Library Board.
- (b) The term “part-time employee” in this contract shall be taken to mean a person normally employed for not more than twenty-four (24) hours per week.
- (c) The term “temporary employee” in this contract shall be taken to mean a person who is employed for a period not to exceed six (6) months in any period of twelve (12) consecutive months. If such person's employment exceeds six (6) months, they shall become a permanent employee and shall be credited with the probationary period unless an extension has been made by mutual agreement. The provisions of this clause shall not apply to a person employed to relieve a person;
  - i) in receipt of Pregnancy Leave/Parental Leave prescribed by the Employment Standards Act.
  - ii) on an approved leave of absence;
  - iii) absent due to WSIB disability; or
  - iv) absent on sick leave, short term or long term disability.

The temporary employee shall be hired to fill the position required for the complete duration of the absence.

- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any job normally performed by the bargaining unit, except for the purpose of training or in the case of emergency or in the event that a qualified bargaining unit employee is not available to perform the work or in any other cases mutually agreed upon by the parties. This Article shall not apply so as to prevent the Chief Executive Officer and the Manager of Public Service, (formerly Deputy Chief Librarian), Administrative Assistant (formerly Secretary) to the Chief Executive Officer, and the Payroll and Accounts Administrator, (formerly Administrative Assistant) from performing bargaining unit work in the circumstances outlined above.
- 3.03 The Union agrees that other temporary employees may be retained by the Employer from time to time. The Employer agrees that temporary employees retained, except students employed during the school vacation period, shall be covered by all the terms of this Agreement with the exceptions of Articles 12, 14, 19, 20, 23, 24 and 27. If such temporary employees are retained through a government grant and the conditions of such a grant set the wages to be paid, then the Union agrees that Schedule "A" of this Agreement shall not apply to such employees. Temporary employees shall not cause the layoff of any regular employees, nor the failure to post a vacancy of a permanent bargaining unit position.
- 3.04 The union shall have the right at any time to have the assistance of a National Representative of CUPE when dealing or negotiating with the employer. Such National Representative shall have access to the Employer's premises in order to investigate or assist in the settlement of a matter with the employer.

In recognition of the composition of the Union Local, the Employer agrees that members may be assisted on occasion by local members not employed by the Library. When such assistance is required, permission will be obtained from the Chief Executive Officer, or designate, to access the premises.

#### **ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT**

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of their membership or activity in the Union.
- 4.02 The Employer, the Union, and employees agree to conduct their affairs in accordance with the Ontario Human Rights Code, and the *Occupational Health and Safety Act*, and further agree that there will be no discrimination, intimidation, harassment, interference, restriction, or coercion exercised or practised with respect to any employee.

- 4.03 Any claim by an employee, the Union, or the Employer pertaining to a violation of the Constitution of Canada, the Ontario Human Rights Code, the *Employment Standards Act*, the *Occupational Health and Safety Act* and any other applicable legislation, or statute may be the subject of a grievance that shall be processed in accordance with the grievance procedure.
- 4.04 Harassment in the workplace is defined as engaging in a course of vexatious comments or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome.
- 4.05 The Employer agrees that information and training regarding workplace violence and harassment is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about violence and harassment policies and programs, which will include information about applicable legislation.
- 4.06 The parties agree that allegations of workplace violence and harassment should be dealt with in a timely manner. The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the Employer's policy first.
- 4.07 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 4.08 Where a complaint is dealt with under the Employer's policy, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the policy have been completed.

#### **ARTICLE 5 - UNION MEMBERSHIP**

- 5.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so, or may refrain from becoming a member of the Union if he so desires.
- 5.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the written permission of the Chief Executive Officer or as otherwise provided for in this Agreement.
- 5.03 Employees shall not be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

- 5.04 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with the Union Security and Dues Check-off.
- 5.05 On commencing employment the employee's immediate supervisor shall introduce the new employee to their Union steward or representative. The steward or representative will provide them with a copy of the Collective Agreement.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 The Employer shall deduct from every bargaining unit employee any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-laws.
- 6.02 Deductions shall be made from each pay of each month and shall be forwarded to the Secretary-treasurer of the Union not later than the 15th day of the succeeding month, accompanied by a list of names, wages, classifications, phone numbers and addresses of employees from whose wages the deductions have been made.
- 6.03 The Employer shall indicate on the employee's T-4 slip the annual amount of Union dues deducted.

#### **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

- 7.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout.
- 7.02 The Union agrees that it will not involve the Employer in any labour dispute which may arise between any other employer or the employees of such other employers, where such involvement would disrupt the operations of the Employer.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer and the Vice-President of the Union, provided such person is a seniority employee of the Belleville Public Library. In addition, notices of disciplinary action, proposed changes to working conditions, or changes to policies of the Employer relative to this Collective Agreement, will be sent to the National Representative of C.U.P.E. assigned to the Local.

## ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 9.02 No grievance shall be considered when the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.
- 9.03 Grievances shall be adjusted and settled as follows:

### Step No. 1 – Dispute Resolution

It is understood that before the dispute is put in writing, the Chief Executive Officer (CEO) and/or designate will have an opportunity to discuss and address the dispute. The employee(s), through the steward, shall request a meeting with the CEO and/or designate, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by a steward or an available Local representative. Within three (3) working days of the date of the Step One – Dispute Resolution meeting, the CEO and/or designate will advise the steward and employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

### Step No. 2

The aggrieved employee may present the grievance to the Chief Executive Officer, who shall hear it in the presence of the person or persons presenting same, and render a decision in writing. Should no settlement satisfactory to the employee be reached within three (3) working days, the next step in the grievance procedure may be taken at any time within two (2) working days thereafter.

### Step No. 3

The aggrieved employee may request a hearing by the Staff Relations Committee of the Board which will be held within fourteen (14) working days. The Employer shall render a written decision within five (5) working days of the hearing.

- 9.04 If the decision of the Employer is not satisfactory to the aggrieved employee, and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be referred by either party to arbitration as provided in Article 10 below at any time within ten (10) days after the decision of the Board has been communicated to the aggrieved employee or to the Union.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step No. 1 of this Article may be by-passed.

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

9.07 Any mutually agreed changes to the Collective Agreement shall be in writing and shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure. Retroactivity shall not apply to such changes unless mutually agreed to in writing.

9.08 If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration provided that any delay has not been unreasonable.

9.09 The time limits fixed in both the grievance and arbitration procedure described herein may be extended by the mutual consent of the parties.

**ARTICLE 10 - ARBITRATION**

10.01 (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board or their choice of a single Arbitrator if so preferred.

(b) By mutual agreement, the parties may elect to have a single Arbitrator hear the grievance instead of a tripartite Board of Arbitration. In such case, the party wishing to submit the grievance to arbitration should indicate, in its notice of intent to arbitrate, that it would like the matter heard by a single Arbitrator, and indicating the name of the proposed Arbitrator(s). Within five (5) working days of receipt of the notice, the other party shall respond indicating if it is agreeable or not the matter being heard by a single Arbitrator, and if so, either agree to a single arbitrator or propose an alternative Arbitrator(s).

10.02 The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairperson chosen by the other two (2) members of the Board.

10.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.

- 10.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union to act on the Board fail to agree on a third person within seven (7) days of the notification referred to in 10.03 above, the Minister of Labour will be asked to nominate a person to act as chairperson.
- 10.05 The decision of a Board of Arbitration, or a majority thereof, or of a single Arbitrator in the case where a Board of Arbitration was not constituted in the above manner, shall be binding on both parties.
- 10.06 The Board of Arbitration or single Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.07 Each party to this Agreement shall pay:
- (1) the fees and expenses of the nominee appointed by it; and
  - (2) one-half (1/2) of the fees and expenses of the chairperson or single Arbitrator.
- 10.08 The time limits fixed in both grievance and arbitration procedure may be extended by consent of the parties.

#### **ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 11.01 In the event the Employer initiates a disciplinary action against an employee who has completed **their** probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.
- 11.02 In cases of discharge, the burden of proof of just cause shall rest with the Employer. The burden of proof in cases of discipline and suspension also rests with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to employees.
- 11.03 Whenever the Employer or their authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter give written particulars of such censure to the Vice-President of the Union, with a copy to the employee involved, and such written particulars shall form part of the employee's record unless it is removed through the grievance procedure.

- 11.04 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within fifteen (15) working days of the event of the complaint, with a copy to the Vice-President of the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. The employee's written reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. Any letter of discipline in an employee's personnel file over twelve (12) months old shall not be used as supportive evidence to justify a current discharge or discipline, and shall be removed from the Employee's file, provided the employee has been discipline free during the twelve (12) month period.
- 11.05 A claim by an employee who has completed the probationary period that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Executive Officer at Step No. 2 of the Grievance Procedure within two (2) working days after the employee ceases working for the Employer. Such special grievances may be settled by:
- (a) confirming the Management's action in dismissing the employee; or
  - (b) reinstating the employee with full compensation for time lost; or
  - (c) any other arrangement which is just and equitable in the opinion of the conferring parties; or
  - (d) proceeding to arbitration.
- 11.06 Where an employee is considered by the Union to be wrongfully or unjustly discharged by the Employer a grievance may be filed at Step 3.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority, as referred to in this Agreement, shall be defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.
- 12.02 Any new employee hired from outside the bargaining unit will be considered on probation for the first six (6) months. At the end of the probationary period, the employee's seniority shall date back to the day on which their employment began. During the probationary period, employees shall be subject to the rights and obligations prescribed by this Collective Agreement except as otherwise provided herein, and provided that an arbitrator shall be bound by the agreement of the parties hereto, that the discipline or discharge of a probationary employee shall be subject to a lesser standard of just cause.

- 12.03 Seniority lists will be revised annually, and an up-to-date seniority list shall be sent to the Union and posted on bulletin boards each January. When two or more employees have the same date of hire on the seniority list, those employees and the Local Vice-President shall attend with the Manager of Public Service to pick their order on the seniority list by drawing numbers.
- 12.04 Part-time employees who normally work not more than twenty-four (24) hours per week shall accrue seniority on the basis of one (1) week's seniority for each two (2) weeks worked.
- 12.05 Seniority shall terminate and an employee shall cease to be employed by the Employer when they:
- (a) voluntarily quits their employment with the Employer and does not rescind their decision within two (2) working days;
  - (b) are discharged and is not reinstated through the grievance procedure or arbitration;
  - (c) are laid off for a continuous period of eighteen (18) months or more, or fails to perform work for a continuous period of eighteen (18) months except where the absence is due to extended illness or disability;
  - (d) fail to report for work within five (5) working days after being notified of recall by registered mail following a layoff and does not provide a reasonable explanation for the delay;
  - (e) accept gainful employment on a leave of absence without first obtaining the consent of the Employer in writing.
- 12.06 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is so transferred they shall retain their seniority acquired at the date of leaving the bargaining unit, but will not accumulate any further seniority while outside the bargaining unit. If such an employee later returns to a position within the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of any employee. After a period of thirty-six (36) months any accumulated seniority will no longer apply.
- 12.07 It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

## **ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

### **13.01 Job Postings**

When the Employer determines that a vacancy exists which it wishes to fill or a new position is created, either inside or outside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the official Employer bulletin board at each facility for a minimum of one (1) week so that all members will know about the vacancy or new position. The Employer will advise the union within two (2) weeks of the person leaving the position vacant, whether they are declaring it redundant or posting it.

### **13.02 Information on Postings**

Such notice shall contain the appropriate information such as nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in any arbitrary or discriminatory manner.

### **13.03 No Outside Advertising**

No outside advertisement for any vacancy shall be published until the expiration of the one (1) week period referred to in Article 13.01.

### **13.04 Both parties recognize:**

- (a) the principle of promotion within the service of the Employer provided the applicant is then in the active (i.e., not terminated) employment of the Employer;
- (b) that job opportunity should increase in proportion to seniority provided the senior applicant is qualified.

Therefore, in making transfers or promotions appointment shall be made to the applicant with the greatest seniority who has the required qualifications. Appointment shall be made within six (6) weeks of posting in respect of a vacancy in a job normally performed by a bargaining unit employee.

In the case of a temporary vacancy resulting from an employee being:

- i) in receipt of Pregnancy Leave/Parental Leave prescribed by the Employment Standards Act;
- ii) on an approved leave of absence;
- iii) absent due to WSIB disability; or
- iv) absent on sick leave, short term or long term disability

A permanent employee may be appointed for the complete duration of the absence. The permanent employee who fills the temporary vacancy may remain in the position at their option if the leave is extended.

13.05 All permanent vacancies in new classifications and in existing classifications shall be posted according to Articles 13.01 and 13.02 and any employee in the bargaining unit may make application for such vacancy. In filling vacancies, the Employer shall not be limited to selecting employees who have made application, but the Employer shall be required to assess the qualifications of each applicant. Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified employee applies. Any vacancy can be filled at the discretion of the Employer on a temporary basis. In the event that an employee has been selected to fill such a permanent vacancy then at any time within twenty (20) working days after being assigned to such vacancy they may elect to revert to their old classification without loss of seniority and if they do so then they shall be precluded from applying for any new vacancy for a period of six (6) calendar months from such an election.

Within twenty (20) working days of a promotion, the Employer may return the promoted employee to their original classification if he is found unsatisfactory in the new job.

Full consideration for promotion will be given to the senior applicant who does not possess the required qualifications but who is engaged in some formal training program for the purpose of preparing for qualification. However, when a Masters of Library and Information Studies or equivalent post-graduate degree is required, consideration may be given to the senior applicant who does not possess all of the required qualifications.

13.06 Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant in the bargaining unit and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

13.07 The Employer may bulletin any Training Courses and experimental programs for which employees may be selected. The bulletin may contain the following information:

- type of course (subjects and material to be covered)
- time, duration and location of course,
- basic minimum qualifications required for applicants.

This bulletin may be posted for a period of two (2) weeks where possible on the official Employer bulletin board at each facility, to afford all interested employees an opportunity to apply for such training.

## **ARTICLE 14 - LAYOFFS**

- 14.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 14.02 In the event of a layoff, employees shall be laid off according to qualifications and reverse order of their bargaining unit-wide seniority. Employees shall be recalled according to qualifications and in order of seniority.
- 14.03 Where qualifications are relatively equal, then seniority shall govern.
- 14.04 No new employee shall be hired for bargaining unit positions until all employees on layoff who have completed their probation have been given an opportunity of recall and provided that those on layoff are qualified for the positions which are the subject of recall.
- 14.05 Unless legislation is more favourable to the employees, the Employer shall notify all employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.
- 14.06 The Employer agrees to continue coverage for all employee benefit plans as set out in Articles 23.01 and 23.02 for employees laid off for periods of less than six (6) months. In the event of a layoff, exceeding six (6) months, employees so affected shall have the right to continue this coverage through direct payment by the employee, subject to the approval of the carrier of the benefit plan, and subject to the provisions of Article 12.05.

## **ARTICLE 15 - HOURS OF WORK**

- 15.01 The following paragraphs and sections are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 15.02 The normal hours of work for all employees, except custodial and maintenance employees, shall be up to seventy (70) hours per two (2) week pay period, and up to seven (7) hours per day, Saturday to Friday inclusive. The normal starting and quitting times shall be between 8:30 a.m. and 9:30 p.m. for Monday through Friday and between 8:30 a.m. and 6:00 p.m. on Saturday and Sunday. No scheduled shift shall extend beyond eight (8) hours from starting to quitting time. No employee, except students, shall be required to work more than two (2) evenings per week and every other Saturday/Sunday without the employee's consent. This clause does not apply in an emergency situation.

15.03 The following procedure will be followed for daily closing of the building:

- (a) When a custodial or maintenance employee is scheduled to secure the building at the end of the day, one other person shall assist in securing the premises.
- (b) When a custodial or maintenance employee is not scheduled to secure the building at the end of the day, three (3) other employees shall assist each other in securing the premises. Employees shall be asked to volunteer and shall commence their shift and end their shift fifteen (15) minutes later than normal. Where sufficient employees have not volunteered, management reserves the right to assign such duties to junior employees scheduled to work the final shift of the day.

15.04 A part-time employee scheduled for a shift(s) or hours in addition to their regularly scheduled hours of work shall not receive pay for the additional scheduled shift(s) or hours if they fail to report for and perform the work for any reason. This Article shall not apply when a part-time employee is appointed to relieve a person under Article 3.01 (c) i, iii or a person absent on long term disability.

15.05 The hours and days of work of each employee shall be posted two (2) weeks in advance in an appropriate place.

The hours of work on Sundays of each employee scheduled to work shall be posted by the Employer two (2) months in advance in an appropriate place.

The schedule may be altered by the Chief Executive Officer for emergencies or upon consent of the employee.

Employees who request to use lieu time or do a straight switch with another worker after the schedule has been posted, and receives agreement from the Employer to do so, will not be expected to find their own replacement unless the request is made with less than forty-eight (48) hours' notice.

It is understood that once the time is scheduled off it will not be revoked/rescinded without the agreement of the employee.

15.06 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in each half of their shift of six (6) or more hours. An employee working less than a six (6) hour shift shall be permitted one rest period of fifteen (15) consecutive minutes. Employees shall take their rest period(s) in an area made available by the Employer.

15.07 The normal hours of work for custodial and maintenance employees shall be seventy-two (72) hours per two (2) week pay period, and up to eight and one half (8.5) hours per day.

The normal starting and quitting times shall be between the hours of 7:00 a.m. and 9:30 p.m. Monday through Friday and between 8:30 a.m. and 6:00 p.m. Saturday and Sunday inclusive of a one (1) hour unpaid meal break. No custodial or maintenance employee shall be required to work more than two (2) evenings per week and every other Saturday/Sunday without the employee's consent. This clause does not apply in an emergency situation.

15.08 In unique or extenuating circumstances only, an employee may, with the prior approval of the Chief Executive Officer, or the Manager of Public Service, reduce their normal one (1) hour lunch break to one-half (1/2) hour and finish their workday one-half (1/2) hour earlier. It is understood that such approval is subject to operational requirements determined in the discretion of the Chief Executive Officer, or the Manager of Public Service, as the case may be.

15.09 Effective July 2024 and 2025, the Library board will cease operations on Sundays during the months of July and August.

#### **ARTICLE 16 - OVERTIME**

16.01 Overtime at the rate of time and one-half (1½) the employee's regular hourly rate shall be paid for each hour worked in excess of seven (7) hours per day or in excess of seventy (70) hours / ten (10) days per ten (10) day work period. In the case of custodial or maintenance services, the latter rate applies for each hour worked in excess of eight (8) hours per day, or in excess of seventy-two (72) hours per two (2) week pay period. Overtime is not to be scheduled without the written approval of the Chief Executive Officer. Where overtime is required, employees shall be asked to volunteer. Where sufficient employees have not volunteered, management reserves the right to assign overtime to available junior employees qualified to perform the required work.

16.02 An employee who is called in to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

16.03 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime premium pay with work performed on a holiday. All overtime work performed on a Sunday shall be paid for at the rate of double time.

16.04 An employee shall not be required by the Employer to take time off normal hours of work to equalize any overtime worked.

16.05 Instead of cash payment for overtime, a full-time employee may choose to receive time off in lieu at the appropriate overtime rate. A full-time employee may accumulate up to a maximum of five (5) working days which may be taken off at a time mutually agreed upon by the employee and the Chief Executive Officer.

### **ARTICLE 17 - PAID HOLIDAYS**

17.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Float Day
Civic Holiday	

And any other day proclaimed as a statutory holiday by the Federal or Provincial Governments.

The Library Board will designate one full day off either the day before Christmas or the day before New Year's Day, in addition to the above as a paid holiday.

The annual float day shall be scheduled at a time mutually agreed between the employee and the Chief Executive Office. Employees shall take their float day prior to December 31<sup>st</sup> of each year.

The Library Board shall ensure appropriate recognition of Remembrance Day in the workplace. The Employer shall make every effort to allow for employees who are scheduled to work on Remembrance Day and who wish to take vacation leave to attend an official Municipal observance or ceremony in honour of Remembrance Day without loss of pay or seniority. It is understood that no requests under this clause will be unreasonably denied.

- 17.02 (a) When any of the holidays listed in Article 17.01 falls on a non-scheduled day, the Employer may elect to close the library on a scheduled day, and the scheduled day shall become the holiday for all purposes;
- (b) When any of the holidays listed in Article 17.01 or as designated by the Employer, in accordance with Article 17.02 (a), fall on the employee's day off, or on a non-scheduled day, the employee shall receive a day off with pay at a time mutually agreed between the employee and the Chief Executive Officer;

- 17.02 (c) Payment for such holidays shall be based on the employee's regular wages for the number of hours he would normally have worked on such day.
- 17.03 Employees qualify for holiday pay unless they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the holiday or all of their first regularly scheduled day of work after the holiday.
- 17.04 If an employee who agrees to work on a holiday fails to report for and perform the work then he shall not receive holiday pay.
- 17.05 If an employee works on a holiday, he shall receive payment at double their regular rate for hours actually worked on the holiday in addition to receiving their holiday pay.
- 17.06 The amount of holiday pay payable to a part-time employee whose hours of work differ from day to day shall be determined in accordance with the *Employment Standards Act, 2000*.

#### **ARTICLE 18 – VACATIONS**

- 18.01 Full-time employee shall receive vacation with pay in accordance with length of service as outlined below:

Vacation allotments:

- (a) Vacation at the rate of one (1) day per month in a calendar year to a maximum of ten (10) days if employed less than one (1) year;
- (b) Two (2) weeks' vacation in a calendar year if employed one (1) year, but less than two (2) years;
- (c) Four (4) weeks' vacation in a calendar year if employed two (2) years, but less than fourteen (14) years;
- (d) Five (5) weeks' vacation in a calendar year if employed fourteen (14) years, but less than twenty-five (25) years.
- (e) Six (6) weeks' vacation in a calendar year if employed twenty-five (25) years, but less than thirty-five (35) years.
- (f) A full-time employee who has completed thirty (30) years of employment shall be entitled to one (1) additional week of vacation on a one-time basis only.
- (g) Seven (7) weeks' vacation in a calendar year if employed thirty-five (35) years or more.

- 18.02 If a paid holiday falls during an employee's scheduled vacation and such employee is on vacation, he shall be allowed either an additional day's vacation with pay during the vacation or a substituted day off with pay at the Employer's option. Where the Employer elects to substitute a day, it shall be scheduled at a time mutually agreed between the employee and the Chief Executive Officer.
- 18.03 The vacation year shall be the calendar year. Employees shall take their vacation in the calendar year in which they are earned. No portion of a vacation may be carried to or from another calendar year except where an employee makes a written request to the Chief Executive Officer and such request is subsequently approved by the Library Board.
- 18.04 An employee terminating their employment prior to receiving a vacation to which he is entitled shall be entitled to a proportionate payment of vacation pay upon termination, unless terminated for just cause, in which case he shall be entitled to vacation pay upon termination as provided by the Employment Standards Act. Where an employee receives their vacation with pay entitlement for a calendar year prior to termination of employment, the Employer may recover the proportionate overpayment of vacation pay from any monies owed or accruing to the employee upon termination of employment.
- 18.05 Vacation requests must be completed and given to the Employer by the 1<sup>st</sup> Friday of March each year in order for vacation requests to be considered on a seniority basis for the period from May 1<sup>st</sup> of the current calendar year to April 30<sup>th</sup> of the following calendar year. After the 1<sup>st</sup> Friday of March requests will be considered on a first come first served basis. Vacation schedules shall be posted by the Employer by May 1st each year and may be changed or amended by mutual consent between the employee and the Employer. If there is a conflict between employees as to their same choice of vacation time, then seniority shall govern. Vacation requests will be considered by the employer first in full week requests in order of seniority, and then for discretionary days in order of seniority.
- 18.06 An employee shall receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Chief Executive Officer. An employee who is entitled to two (2) or more weeks' vacation shall be allowed to take one (1) week of their vacation as discretionary days. An employee who is entitled to five (5) or more weeks' vacation shall be allowed to take two (2) weeks of their vacation as discretionary days. The number of discretionary days that a part-time employee is entitled to take shall not exceed the total number of days that the employee is regularly scheduled to work per week.

18.07 Subject to the provisions of Article 19.06 and the notice requirements of Article 20.02, an employee hospitalized or who had a death in their immediate family, as defined in Article 20.02, during their scheduled vacation shall have such time lost from vacation paid as sick leave or bereavement leave, as the case may be, and the vacation with pay lost shall be rescheduled at a later date so that it does not conflict with the scheduled vacation of another employee.

18.08 As of April 1<sup>st</sup>, 2018 Part-time employees shall receive vacation weeks and pay subject to the provisions of Article 12.04 being the way in which length of service is calculated. Vacation allocation will be in accordance with Article 18.01 and vacation pay for part-time employees shall be calculated as follows:

- (a) 4% of annual gross wages if length of service less than two (2) years;
- (b) 6% of annual gross wages if length of service two (2) years, but less than five (5) years;
- (c) 8% of annual gross wages if length of service five (5) years, but less than fifteen (15) years;
- (d) 12% of annual gross wages if length of service fifteen (15) years or more.

For the purpose of this Article a part-time employee is an employee who normally works less than thirty-five (35) hours per week.

Part-time employees shall be paid earnings in lieu of vacation on each pay.

18.09 For the purposes of vacation scheduling as per 18.06, a full week of vacation shall be considered only from Monday-Sunday and no other combination of weekdays.

18.10 Any employee who is elected or selected for a full time position with the Canadian Union of Public Employees (CUPE), shall be granted a leave of absence without pay and without loss of seniority by the Employer for a period of two (2) years. Such leave shall be renewed each year during such term of office.

## **ARTICLE 19 - SICK LEAVE PROVISIONS**

19.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

19.02 Eighteen (18) days sick leave per year shall accrue to a full-time employee at the rate of one and one-half (1½) days for every month an employee is employed.

- 19.03 The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum accumulation of one hundred and seventy (170) days.
- 19.04 A deduction shall be made from accumulated sick leave credits, if any, for all normal working time (exclusive of holidays) absent for sick leave.
- 19.05 On the first day of illness, an employee must report such illness to the office of the Chief Executive Officer. The Chief Executive Officer may require proof of illness in the form of a certificate of a duly qualified medical or dental practitioner in the event that an employee is absent for more than three (3) working days.
- 19.06 When an employee is given leave of absence as provided for in Article 20, except Article 20.04 when it is without pay, they shall accumulate sick leave credits during the period of such leave. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such layoff. Payments for sick leave may not be claimed for any of the reasons outlined in Article 19.01 that may occur during a leave of absence.
- 19.07 Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.
- 19.08 On retirement or death while in the employ of the Board, an employee, hired prior to December 1, 1999 and having ten (10) or more years of continuous service, or their estate as the case may be, shall be allowed pay for one-half (1/2) of their unused accumulated sick leave credits to a maximum of eighty-five (85) days. Approved leaves of absence are not considered a break in service. Continuous service is not synonymous with seniority or the calculation of seniority in Article 12. An employee, or their estate as the case may be, who claims an entitlement under this Article 19.08 shall not qualify for any entitlement under Article 19.09.
- 19.09 Every employee hired prior to December 1, 1999 and having five (5) or more years of continuous service, who is actively employed by the Board, shall upon resignation be granted two (2) days' pay for each year of full-time continuous service and/or one (1) day's pay for each year of part-time continuous service, as the case may be, provided that such payment shall not exceed one-half (1/2) of the employee's unused accumulated sick leave credits. Approved leaves of absence are not considered a break in service. Continuous service is not synonymous with seniority or the calculation of seniority in Article 12. Under no circumstances shall an employee, who resigns, qualify for any entitlement under Article 19.08.

- 19.10 On retirement or death while in the employ of the Board, an employee, hired on or after December 1, 1999 and with less than ten (10) years of continuous service, or their estate as the case may be, shall receive one thousand, two hundred (\$1,200.00) dollars. On retirement or death while in the employ of the Board, an employee, hired on or after December 1, 1999 and with ten (10) or more years of continuous service, or their estate as the case may be, shall receive two thousand, two hundred (\$2,200.00) dollars. Approved leaves of absence are not considered a break in service. Continuous service is not synonymous with seniority or the calculation of seniority in Article 12.
- 19.11 An employee who has been dismissed for just cause and who has not been reinstated through the grievance and arbitration procedure shall have no entitlement to pay for accumulated sick leave credits.
- 19.12 Part-time employees who normally work more than twenty (20) hours per pay period shall accumulate sick leave credits on the basis of one and one-half (1½) days for each two (2) months worked.
- 19.13 A new employee commencing employment on or before the sixteenth (16th) of the month shall accrue sick leave credits for the month.
- 19.14 Part-time employees are entitled to arrange a scheduled paid sick leave for medical reasons. A deduction shall be made from accumulated sick leave of all hours paid (exclusive of paid holidays) during the medical leave.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01 Leave of absence with pay and benefits and without loss of seniority shall be granted by the Board for representatives of the Union to attend annual conventions or other Union functions provided that written application is made to the Employer at least two (2) weeks prior to the date of the requested leave. Such leave shall not exceed an aggregate total of sixty (60) days annually and there shall not be more than three (3) employees on leave at any one time. The Union shall reimburse the Employer for the representative's pay and benefits during the period(s) of leave. Requests for leave in excess of the sixty (60) days aggregate total annually may be granted by the Chief Executive Officer or designate.
- 20.02 Bereavement leave of absence of five (5) days with pay will be granted an employee who suffers the death of a spouse, child, father, mother, sister or brother if the days required by the employee fall on their regular working day. "Spouse" shall include "common-law partner". "Child" shall include "stepchild". It is agreed that the employee may take part or all of the five (5) days of bereavement leave referred to herein immediately following the death or may take part or all of the five (5) days immediately prior to or following and including the day of the funeral or memorial service.

## 20.02 Continued

Where an employee takes all of the five (5) days of bereavement leave in an unbroken period either immediately following the death or prior to or following and including the day of the funeral or memorial service, the employee may be on a leave of absence for a total of seven (7) consecutive calendar days, but the employee will be paid for a maximum of five (5) days of bereavement leave.

Bereavement leave of absence of three (3) days with pay will be granted an employee who suffers the death of a member of their immediate family if the days required by the employee fall on their regular working day. "Immediate family" is defined for this purpose as "grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild and stepparent". It is agreed that the employee may take part or all of the three (3) days of bereavement leave referred to herein immediately following the death or may take part or all of the three (3) days immediately prior to or following and including the day of the funeral or memorial service.

This section shall not apply unless the employee in some manner does attend or participate in the funeral, memorial service or its arrangements. Bereavement leave of absence of one (1) day with pay will be granted an employee to attend the funeral, or memorial service of a sister-in-law and brother-in-law.

The employee will be expected to notify the Employer, as soon as possible, of their need for such a leave of absence.

The Employer may consider a request for additional leave without pay for the purpose of traveling a long distance.

This Article shall not be construed so as to require the Employer to pay for days the employee would not otherwise have been scheduled to work.

## 20.03 **Pregnancy/Parental/Adoption Leave**

The Employer shall grant an employee pregnancy, adoption, or parental leave, as the case may be, in accordance with the *Employment Standards Act, 2000* which may be amended from time to time.

Pregnancy leave shall be for up to seventeen (17) weeks of unpaid time off work. Birth mothers who take pregnancy leave are entitled to up to sixty-one (61) weeks' unpaid parental leave. Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to sixty-three (63) weeks' unpaid parental leave.

## 20.03 Continued

The period of leave will be considered as continuous service for purpose of seniority, length of vacation entitlement and annual increments. During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions, if any, for benefit premiums under Article 20 of the current Collective Agreement, unless the employee gives the Employer a written notice that the employee does not intend to pay their contributions, if any.

Employees returning from pregnancy leave or parental leave shall be returned to their former position or a comparable position if the employee's former position no longer exists. The employee shall not be entitled to any sick leave benefits during leave of absence for pregnancy.

The employee shall give written notification at least two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time, she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.

Employee's may terminate a pregnancy leave or parental leave by giving as much notice as possible and, in any case, no less than four (4) weeks' written notice to the Employer.

20.04 Employees may be allowed leave of absence with or without pay, at the discretion of the Chief Executive Officer, and such requests will not be unreasonably denied.

20.05 Employees shall be ensured four (4) consecutive hours in which to vote before the closing of the polls in any Federal, Provincial or Municipal election. If it is necessary for an employee to leave work early in order to have four (4) consecutive hours immediately prior to the closing of the polls, it shall be without loss of pay. An employee scheduled to start a shift at or after 1:00 p.m. will be expected to vote prior to the beginning of their shift.

20.06 The Employer may grant leave of absence with pay and without loss of seniority for not more than two (2) employees to attend the Ontario Library Association's, the Ontario Association of Library Technician's, the Ontario Museums Association's and the Ontario Association of Art Galleries' annual meeting and convention. Subject to a recommendation from the Chief Executive Officer the Employer may grant such leave to more than two (2) employees. Such additional costs involved in such attendance shall be the responsibility of the Employer, provided that the mode of transportation and hotel accommodations have first been approved by the Employer. Meals will be reimbursed upon submission of receipts for same to a maximum amount of \$75.00 per diem.

20.07 The Employer shall grant leave of absence without loss of seniority benefits to an employee subpoenaed as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment he receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

20.08 Citizenship Leave

An employee shall be allowed one (1) day off with pay to process their Canadian Citizenship application.

20.09 An employee may be granted leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

20.10 An employee may be entitled to leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer subject to the requirements of efficient operation of the Library.

20.11 Leave with pay shall be granted up to a maximum of five (5) full working days in any calendar year for serious illness in the employee's immediate family, provided such leave is charged to accumulated sick leave. Immediate family is defined for this purpose as spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and stepparent. Spouse shall include "common law partner". "Child" shall include "stepchild".

20.12 There shall be no pyramiding of the Emergency Leave provisions under the *Employment Standards Act* with any of the leave provisions under this Article 20.

20.13 Reservist Leave

The Employer may grant an employee reservist leave in accordance with the *Employment Standards Act, 2000*, as may be amended from time to time.

#### 20.14 Leave for Public Office

The Employer recognizes the right of an employee to participate in public affairs. Upon reasonable notice, and written request, the Employer shall allow a leave of absence consistent with the period of campaign between time of calling of an election and election day (for Municipal elections, up to eight (8) weeks without pay but without loss of benefits so that the employee may be a candidate in Federal, Provincial or Municipal elections. Such leave shall not be withheld. If elected to office, the employee shall resign from the employ of the Board if required by legislation. If elected to office and the employee is not required by legislation to resign from the employ of the Board, unpaid leave will be granted to a maximum of five (5) years, without benefits, and seniority will not accrue during such leave.

### **ARTICLE 21 - WAGES AND ALLOWANCES**

- 21.01 (a) The Employer shall pay wages bi-weekly in accordance with Schedule "A" hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. Pay will be provided by direct deposit Fridays for work performed up to the previous Friday. The Employer shall not be held responsible for delays in direct deposits which are beyond its control.
- (b) When a holiday, as listed in Article 17, falls on a pay day, statements shall be issued and direct deposit made on the Thursday preceding the pay day.
- (c) When an overpayment or underpayment results from the Employer's compliance with paragraph (a) or (b) of this Article 21.01, it is agreed that the Employer shall adjust such overpayment/underpayment on the first pay following identification of the over/underpayment.
- 21.02 An employee promoted to a higher classification shall not incur a loss in wages as a result of such promotion, but shall receive a rate equal to or higher than the classification from which the employee has been promoted.
- 21.03 When an employee is required by the Employer to temporarily perform the principal duties of a higher paying position for more than one (1) week, for which a salary range has been established, he shall receive the rate in the salary range which is higher than their previous rate for such period in excess of one (1) week. Where the higher position is outside the bargaining unit, he shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

21.04 When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

21.05 The Employer shall be responsible for payment of mileage at the rate of fifty-eight (\$.58) cents per kilometer or transportation costs to and from an employee's regular place of work and their temporary place of work.

21.06 The Employer shall pay such cost of an academic or technical course as is required by the Employer.

21.07 An employee with not less than five (5) years' seniority shall be given eight (8) weeks' notice or eight (8) weeks' termination pay at their regular rate for the position last occupied if the Employer:

(a) ceases wholly or partly the operation; or

(b) merges with another employer; or

(c) changes operating methods;

and the Employer is unable to provide reasonable alternate work for the displaced employee. This clause shall not apply where such cessation or change is for any reason beyond the control of the Employer.

21.08 Employees in the Maintenance Department will be required to wear boots and shoes with protective toe caps. The Employer shall pay up to one hundred and fifty (\$150.00) towards the cost of CSA approved Green Patch boots or shoes per employee per calendar year upon presentation of receipt.

## **ARTICLE 22 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS**

22.01 The Employer agrees to maintain job descriptions for all bargaining unit positions and to draw up job descriptions for new bargaining unit positions that may be created and to provide a copy to the employee(s) affected and to the Union upon request.

22.02 Job Evaluation/Pay Equity

The Joint Job Evaluation Committee will be mandated to deal with matters of Job Evaluation and Pay Equity as set out in the Job Evaluation Terms of Reference dated April 20, 2015. The Terms of Reference shall form part of this Collective Agreement.

## ARTICLE 23 - EMPLOYEE BENEFITS

### 23.01 Pension Plans

In addition to the Canada Pension Plan, every eligible full-time employee shall participate in the Ontario Municipal Employee's Retirement System. Every non-full-time employee (defined in the terms of the System) shall be eligible to elect to participate in the System. The Employer and the employees participating in the System shall continue to contribute in accordance with the provisions of the current System, subject to the applicable legislation and the terms of the System.

23.02 All employees shall be covered under the Workplace Safety Insurance Act of Ontario, as amended from time to time. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

23.03 Commencing the first of the month following the full-time employee's date of hire, the Employer shall pay one hundred (100%) of the monthly premium cost of the following plans for each full-time employee who is a subscriber, according to the terms and conditions of the prevailing master insurance policies, such coverage to cover a spouse and eligible dependents:

- (a) Manulife Financial Private Hospital and Semi-Private Chronic Care
- (b) Effective January 1st annually, during the life of this Collective Agreement, Manulife Financial Dental Plan #7 based on the current ODA fee schedule
- (c) Major Restorative Dental Plan that includes crowns, bridges, dentures, etc. at seventy-five percent (75%) co-insurance (employee pays twenty-five percent (25% of claim) to a maximum of two thousand dollars (\$2,000) per year.

The Employer shall pay one hundred percent (100%) of the premium costs of the following plans for each full-time employee who is a subscriber, according to the terms and conditions of the prevailing master insurance policies:

- (d) Manulife Financial Extended Health Care Plan (\$10 individual/ \$20 family deductible per year) and
- (e) Manulife Financial Vision (\$550/24 months).

The Union will receive a copy of the master insurance policy upon request.

The Employer acknowledges its obligation to continue to pay the Ontario Health Levy in accordance with the legislation.

Eligible employees and family members of employees who are receiving drug plan benefits through OHIP+ whose claim(s) is submitted to OHIP+ and rejected, may submit such claim to the benefits carrier in accordance with the terms of the benefit plan.

#### 23.04 Paramedical benefits

The following services provided by licensed practitioners will be reimbursed for subscribed employees:

##### PER CALENDAR YEAR

CHIROPRACTOR -	\$500
OSTEOPATH -	\$500
PODIATRIST / CHIROPDIDIST-	\$500
MASSAGE THERAPIST-	\$500
NATUROPATH -	\$500
SPEECH THERAPIST -	\$500
PHYSIOTHERAPIST -	\$500
PSYCHOLOGIST -	\$500
ACUPUNCTURIST -	\$500

23.05 An employee in receipt of a Workers' Compensation Board award for injuries suffered during the course of employment with the Board shall be paid in addition to the award the difference between the amount of such award and their normal wages provided that such amount is deducted from their unused sick leave credits and the payments shall cease when the credits are exhausted or after a period of six (6) months from the date of the accident, whichever occurs first.

23.06 The Employer reserves the right to change carriers for the provision of the benefits set out in Article 23, provided that benefits provided by a new carrier are equivalent to those provided by the current insurance carrier.

The Employer shall consult with the Union prior to making any changes to the carrier, and provide details of the new carrier plan, to allow the Union to review and ensure that benefits provided are equivalent.

23.07 Part-time employees normally working not more than twenty-four (24) hours per week may participate, at their own expense, in the Employer's group plans, subject to the approval of the respective carriers, through payroll deduction.

23.08 Part-time employees will receive a fourteen percent (14%) payment in lieu of benefits in Article 23.03 above added to their salaries for all hours worked. Payment in lieu shall be in addition to vacation pay which is a statutory entitlement.

## ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 An employee who is displaced by technological change or mechanization shall be given the opportunity to fill a bargaining unit vacancy, if qualified, and according to seniority. If such employee is not qualified, he shall be given a reasonable period of training for the purpose of acquiring the necessary skills required by the new methods of operation. There shall be no reduction in pay during the retraining program. In the event that the employee, after a reasonable training period, is unable, in the Employer's opinion, to acquire the qualifications required, he may be transferred to another bargaining unit position, if available, at the rate of pay for that position or may be laid off.

### 24.02 (a) Definition

In this Article "technological change" means any change in:

- (i) the introduction of equipment, material or processes different in nature, type or quantity from the previously utilized;
- (ii) in the location at which the work undertaking or business operates;
- (iii) in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business, caused by change described in 24.02 (a) (i);

### (b) Advance Notice

When the Employer is considering the introduction of technological change:

- (i) The Employer agrees to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made. Nothing in this Article 24 shall be construed as an obligation on the part of the Employer to negotiate technological change.

### (c) New Classification

Subject to the rights of the parties under Section 106(2) of the Labour Relations Act, all new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them.

## **ARTICLE 25 - ACCOMMODATION**

- 25.01 Proper accommodation shall be maintained for employees to have their meals and store and change their clothes.

## **ARTICLE 26 - BULLETIN BOARDS**

- 26.01 The Employer shall maintain in each facility a bulletin board, which shall be placed so that all employees will have access to it, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 27**

- 27.01 If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.
- 27.02 In the event, during the term of this Agreement, that at least fifty percent (50%) of the Public Library Boards in the Province of Ontario have entered into Collective Agreements with the Canadian Union of Public Employees agree to reciprocal transfer and crediting of pensions, sick leave and other service credits as between such employees, then the following shall apply.

When an employee of the Employer transfers to another employer within the Province the Employer shall place with the new employer the pension, sick leave and other service credits standing to the credit of the employee, where applicable.

A new employee who previously worked for another employer within the Province and was a member of the Canadian Union of Public Employees shall be credited with the pension, sick leave, vacation and other credits transferred by the previous employer.

## **ARTICLE 28 - COPIES OF AGREEMENT**

- 28.01 The Employer shall provide, at its own cost, sufficient copies of the Agreement, to a maximum of fifty (50) copies.

## **ARTICLE 29 - GENERAL**

### **29.01 Plural or Feminine Terms May Apply**

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

29.02 An employee may request early retirement, and the Employer shall approve such request, provided the request is made in writing to the Chief Executive Officer a minimum of eight (8) weeks in advance of the requested effective date of retirement.

29.03 The parties agree that the Employer has the right to engage up to a maximum of four (4) concurrent placements within the Library in accordance with the Work placement Policy dated October 14, 1998. It is further understood that the use of such persons will not displace or adversely affect bargaining unit members. The Union will be notified in writing prior to the placement of such person(s).

### **29.04 Legislation Amendments**

It is understood that Legislation can be amended from time to time. Therefore, should any legislation be enacted which would provide a greater right or benefit to employees than those provided for in this Collective Agreement, the greater rights and benefits in the legislation shall prevail.

## **ARTICLE 30 - COMMITTEES**

### **UNION - MANAGEMENT COMMITTEES**

#### **30.01 Labour - Management Committee**

The parties agree to the establishment of a Labour - Management Committee. The parties agree to consult regularly, by agenda, during the term of the Collective Agreement about issues relating to the workplace which affect the parties or employees bound by the Agreement. Meetings shall be scheduled in writing and at mutually agreed upon dates.

30.02 (a) Joint Labour - Management Health and Safety Committee

The Employer and the Union agree to comply with the provisions of and act in accordance with the Occupational Health and Safety Act of Ontario.

The parties agree to establish and maintain a Joint Labour - Management Health and Safety Committee composed of equal numbers of Union and Employer representatives, and consisting of not more than two (2) representatives of the Union and two (2) representatives of the Employer. At least one (1) Union representative and one (1) Employer representative will be trained at the Employer's expense (including lost wages, benefits, etc.).

Such training will be determined by the Employer in accordance with the Occupational Health and Safety Act of Ontario.

The mandate of the Committee shall include discussion to minimize the adverse effects of the automated system on employees including inspection and testing of VDT's, lighting surveys, rest periods, physical conditions, the need, if any, for physical examinations, and WHMIS. The Committee shall have the assistance of resource persons as required.

- (b) The Committee shall meet at least once a month to jointly consider, monitor, inspect, investigate, and review health and safety conditions and practices in the work place with a view to improving them. Meetings shall be minuted and posted with copies sent to the Employer and the Union.

Time spent performing work of the Health and Safety Committee will occur during working hours and shall be compensated by the Employer as time worked and shall be paid for in accordance with the terms of this Agreement. Notwithstanding the above, if a committee member is required to perform work of the Committee outside normal work shift he shall be compensated.

(c) Violence in the Workplace

The Employer agrees that they will assess the workplace(s) for risks of violence that may arise on an ongoing basis through the Joint Health and Safety Committee and make recommendations with the aim of preventing and reducing risk.

The Employer agrees that they shall provide workers with information and instruction that is appropriate on the contents of the policy and program with respect to workplace violence.

If the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

## UNION COMMITTEES

### 30.03 Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee which shall be composed of three (3) employees, one of whom shall be Chairperson. It is further understood and agreed that each member of the Committee shall be a regular employee of the Employer during their term of office. All matters pertaining to grievances and the administration of this Agreement shall be dealt with by this Committee with the Employer.

### 30.04 Negotiating Committee

The Employer agrees to recognize a Union Negotiating Committee of not more than three (3) employees. Members of this Committee shall not suffer a loss of regular non-overtime wages when directly engaged in collective bargaining with the Employer's bargaining committee during regular working hours. This clause shall not apply after the parties have exhausted conciliation, except where the parties have agreed to continue negotiations without a work stoppage.

## THE FOLLOWING ARTICLES APPLY TO UNION-MANAGEMENT COMMITTEES AND UNION COMMITTEES

---

30.05 The name of each of the members of the Committees from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such Committee member until it has been so notified.

30.06 The right of the Committee members to leave their work without loss of pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and the Employer;
- (b) The time shall be devoted to the prompt handling of necessary Union business;
- (c) The Committee member concerned shall obtain the permission of the Chief Executive Officer, or designate, before leaving their work. Such permission shall not be unreasonably withheld;
- (d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

30.07 Meetings between the Committee and representatives of the Employer may be held at the request of either party and at the convenience of both. At any meeting with management, the committee may have present a representative of C.U.P.E. Matters to be discussed at any such meeting shall be listed in an agenda to be submitted as early as possible and the meeting will be held within a reasonable length of time.

### **ARTICLE 31 - TERM OF AGREEMENT**

31.01 This Agreement shall become effective on April 1, 2023 and shall remain in full force and effect until March 31, 2026, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other within the period of ninety (90) days prior to the expiry of the Agreement.

31.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement, and as such will form part of this Agreement.

31.03 Where such notice requests revisions only, the following conditions shall apply:

(a) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, in writing, apply retroactively to that date.

31.04 Retroactivity shall be on wages only; and shall be paid on all actual hours paid and shall apply only to employees actively employed on the date of ratification. The Employer shall also advise those who have retired prior to date of ratification, by notice in writing to the last known address on the records of the Employer. If no response is received within thirty (30) days, the Employer shall send a second notice through registered mail and the retired employee shall have one (1) year from date of the second notice within which to claim any retroactivity payment due to their failing which the Employer shall have no further obligation to them.

Note: "actively employed" means employees who have not been terminated or quit.

IN WITNESS WHEREOF each of the parties to this Agreement have caused this Agreement to be executed this 29<sup>th</sup> day of September 2023.

BELLEVILLE PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 907  
(LIBRARY WORKERS)

*Travis P... ..*

*Marie Lyons*

*Holly Damon*

*Janna Cotta*

*Jim M... ..*

*Shannon Bryan*

 

*Olivia Morrison*

**Letter of Understanding# 1**

Between

The Belleville Public Library Board  
(Hereinafter referred to as "The Employer")

And

CUPE Local 907.1 (Library Workers)  
(Hereinafter collectively referred to as "The Union") (together, the "Parties")

**Part time employee vacation allocation**

During negotiations in 2018 it was determined by the parties that an incorrect calculation was being used for the allocation of vacation weeks for part time employees. In order to correct this, the parties are agreed that all part time employees receiving vacation weeks by the old method of allocation, (being the number of weeks corresponds to the date of hire of the employee) shall continue for all employees hired prior to April 1<sup>st</sup>, 2018. Part-time employees hired after April 1<sup>st</sup>, 2018 shall have their vacation allocation given in accordance with Article 18.08 as amended during the 2018 negotiations.

Likewise, the number of discretionary days that a part time employee received prior to April 1, 2018 shall be continued for them and therefore Article 18.06 as amended during 2018 negotiations shall not apply to those employees.

IN WITNESS WHEREOF each of the parties to this Agreement have caused this Agreement to be executed this 29<sup>th</sup> day of September 2023.

BELLEVILLE PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 907 (LIBRARY WORKERS)

*Travis Ross*  
*Holly Lerner*  
*Jamara*  
\_\_\_\_\_

*Maureen*  
*Janna*  
*Sharon*  
*Sharon*

**Letter of Understanding# 2**

Between

The Belleville Public Library Board  
(Hereinafter referred to as "The  
Employer")

And

CUPE Local 907.1 (Library Workers)  
(Hereinafter collectively referred to as "The  
Union") (together, the "Parties")

**Full time scheduling**

The parties agree that should the Employer decide to schedule full-time employees on Sundays as part of their work week, the Employer will meet with the Union six (6) months prior to the start of that scheduling to discuss the impact on the bargaining unit and what the scheduling will look like.

IN WITNESS WHEREOF each of the parties to this Agreement have caused this Agreement to be executed this 29<sup>th</sup> day of September 2023.

BELLEVILLE PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 907  
(LIBRARY WORKERS)

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**SCHEDULE "A" – WAGE RATES**

<b>Classification</b>	<b>April 1, 2023 (\$0.50)</b>	<b>April 1, 2023 3%</b>	<b>April 1, 2024 3%</b>	<b>April 1, 2025 3%</b>
Student General Assistant	\$15.91	\$16.39	\$16.88	\$17.39
General Assistant	\$16.72	\$17.22	\$17.74	\$18.27
Clerical 1	\$21.33	\$21.97	\$22.63	\$23.31
Library Assistant 1	\$25.16	\$25.91	\$26.69	\$27.49
Library Assistant 11	\$28.61	\$29.47	\$30.35	\$31.26
Librarian	\$29.53	\$30.42	\$31.33	\$32.27
Librarian Coordinator	\$34.83	\$35.87	\$36.95	\$38.06
Custodian	\$20.84	\$21.47	\$22.11	\$22.77
Building Superintendent	\$30.56	\$31.48	\$32.42	\$33.39

The Employer will declare the Clerical I classification redundant.