

AGREEMENT

Between

Whitby Public Library Board

(Hereinafter referred to as the "Board")

and

**Canadian Union of Public Employees,
Local 53-04**

(Hereinafter referred to as the "Union")

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ARTICLE 1 – PREAMBLE

- 1.01 The Board is responsible for providing the public with efficient and effective library service. The employees working under the direction of the Board and its representatives are responsible for contributing to this purpose.
- 1.02 The general purpose of this Agreement is to provide for mutually satisfactory employment relations between the Board and the Union. The purpose is also to establish and maintain safe and satisfactory working conditions and provide for the prompt and equitable disposition of grievances.

ARTICLE 2 – RECOGNITION

- 2.01 The Board recognizes the Union, CUPE Local 53, as the sole and exclusive bargaining agent for all employees of Whitby Public Library in Whitby, Ontario, save and except Pages, Borrower Services Supervisor, Managers, or anyone above the rank of Managers (which includes Managers and Department Heads), Systems Analyst, and Senior Network and Systems Analyst.

ARTICLE 3 – DEFINITIONS

- a) **"Call-in"** refers to an Employee used to cover scheduling needs in any department for which the Call-in has the necessary qualifications and training. Call-ins are used to cover short-term illnesses and absences but have no guaranteed hours.
- b) **"Float"** is a day off with pay, paid at the number of hours the Employee is scheduled to work on that day. A Float can be used on any day of the year, by Mutual Consent.
- c) **"Immediate Family"** refers to the Employee's spouse or partner, parent or step-parent, people standing in loco parentis, child or stepchild, grandchild, grandparent, sibling, half-sibling or step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law.
- d) **"Board"** refers to the Whitby Public Library Board.
- e) **"Management"** refers to the CEO and management of the Board
- f) **"Page"** refers to an Employee whose main responsibility is to shelve library material and to ensure that the shelves are tidy and in order. Typical duties and responsibilities include: shelving library material, shelf reading, pulling holds, assisting with minor set-ups for meetings and programs and clean up after such events, retrieving material from stock room, assisting with simple program preparations, cleaning and checking audiovisual material, cleaning books, assisting with crowd control at programs, and assisting with unpacking library materials. Pages are excluded from the bargaining unit. Pages will not be engaged in a manner that deprives bargaining unit employees of their regularly scheduled hours.
- g) **"Sick Leave"** refers to time available to be taken to deal with illness, injury or medical emergency.

- h) **"Start Date"** refers to the date on which an Employee first begins to work for the Board in any position except that of Page.
- i) **"Probationary"** - A full-time employee within the bargaining unit who has not completed three months of employment or a part-time/call in employee who has not completed six months of employment
- j) **"Seniority"** refers to hours accumulated from the Employee's start date. Hours accumulated as a Page will not be counted. Hours accumulated as a Call-in or Temporary Employee will be counted so long as the Employee stays with the Library as a Permanent Employee. An Employee who returns to the Library after a break in employment of less than six months will retain all accumulated Seniority. A leave of absence is not considered a break in employment.
- k) **"Temporary Employee"**: An Employee hired on a temporary basis as per the terms of the collective agreement.
- l) **"Student Employees"** are students who are hired for special projects and programs, typically through external funding grants.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges and agrees that the management of the operations and direction of the working force are exclusively the function of the Board, and without restricting the generality of the foregoing, the Board may:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees provided that a claim that an employee has been suspended, discharged, or otherwise disciplined without just cause may be treated as a grievance as provided under the grievance procedure except that a probationary employee may be terminated, at the Board's sole discretion, without recourse to the grievance and arbitration procedures, unless such termination is alleged to have been based on a prohibited human rights ground;
- c) make, enforce and alter, from time to time, rules and regulations governing the conduct of the employees; and
- d) generally to manage and operate the Library in all respects in accordance with its commitments, obligations and responsibilities to the public for the efficient and economical carrying-out of the operations and undertakings of a Library and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance and qualifications for all employees, the methods, procedures, technology and equipment to be used, schedules of work and all other matters concerning the Board's operation not otherwise specifically dealt with in this Agreement.

- 4.02 The Board agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Parties agree that the workplace should be free of harassment and discrimination as defined in the Ontario *Human Rights Code* and/or the *Occupational Health and Safety Act*.
- 5.02 In seeking to maintain a workplace free of discrimination and harassment, the Parties agree to abide by the provisions of the Ontario *Human Rights Code* and the *Occupational Health and Safety Act*.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 6.02 It is the mutual desire of the Parties that all complaints and grievances will be adjusted as quickly as possible. It is understood that any Employee may present an oral complaint at any time to their immediate Supervisor without resorting to the grievance procedure below. If the matter is not resolved, it may be grieved and disposed of in the following manner:
- 6.03 **Step 1:** The Employee may submit a written grievance to their Supervisor and a copy of the grievance shall go to the Director, Corporate Services. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance. The grievance must set out the article(s) of the Agreement alleged to have been violated and must be signed by the employee claiming to be aggrieved, at which time the matter will be discussed. The Employee shall be accompanied by their Steward and/or Union Representative. The Supervisor may also have another member of management attend. The Supervisor or designate shall submit their answer in writing within five (5) working days of the filing of the grievance at Step #1.
- 6.04 **Step 2:** Failing settlement of the grievance at Step 1, or a failure of the Supervisor to submit their reply within the prescribed period, the Employee and the Steward and/or Union Representative shall present the grievance in writing to the Director, Corporate Services within five (5) working days after the reply is received or should have been received in Step 1. The Director, Corporate Services or designate shall convene a meeting of the parties to consider the grievance within five (5) working days of the filing of the grievance at Step 2. The grievor shall be represented by the Steward and/or Union Representative and the grievor shall be present. Either party may have outside representation (this may include a CUPE National representative or other Union representative) provided twenty-four (24) hours notice of such representation is given in

advance to the other party. The Director, Corporate Services or designate shall have seven (7) working days from the date of such meeting to render the Step 2 decision.

- 6.05** "Individual Grievance": Where an Employee has an issue regarding the interpretation or alleged violation of the Agreement, they may submit an individual or personal grievance. Such grievances shall be initiated at Step 1.
- 6.06** "Group Grievance:" Where a number of Employees have the same grievance and each employee would be entitled to grieve separately, the Union may present a group grievance in writing. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, the names of the known individuals affected at the time the grievance is filed, and should include the provisions of the Agreement generally to be relied upon. The Union will reserve the right to add the names of other grievors as they become known until the grievance has been resolved.
- 6.07** "Policy Grievance": A policy grievance is one in which the issue has the potential to affect any member of the bargaining unit. All such grievances shall be filed at Step 2 of the grievance procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance and the remedy sought and should include the provisions of the agreement generally to be relied upon.
- 6.08** A grievance relating to termination of an Employee shall be submitted directly to Step 2 of the grievance procedure.
- 6.09** The time limits set out above may be extended by mutual agreement.
- 6.10** For the purposes of this Article, working days refers to any day from Sunday to Saturday inclusive, excluding those days recognized as Paid Holidays under Article 37.

ARTICLE 7 – ARBITRATION

- 7.01** If the Union is not satisfied with the Step 2 decision, it may refer the grievance to arbitration within ten (10) working days of the Step 2 decision by advising the Employer in writing of the decision to submit the grievance to arbitration, failing which the grievance will be deemed to have been abandoned.
- 7.02** When a grievance is referred to arbitration as provided herein, a sole Arbitrator shall be selected by the parties. The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 7.03** Each of the parties hereto will jointly share the expenses of the Arbitrator, if any.
- 7.04** The Arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.
- 7.05** For the purposes of this Article, working days refers to any day from Sunday to Saturday inclusive, excluding those days recognized as Paid Holidays under Article 37.

ARTICLE 8 – DISCIPLINE, DISCHARGE, AND ACCESS TO FILES

- 8.01** Providing that an employee has a clear disciplinary record for two (2) years, the record of an employee shall not be used to substantiate further disciplinary action.
- 8.02** When an issue has arisen, which may result in discipline being imposed, the Supervisor arranging the meeting to investigate the issue and/or impose the discipline shall advise the employee of his or her right to have a Union Representative present at such meeting.

Access to Files

- 8.03** Each employee shall have the right to request an appointment to access their personnel file at reasonable intervals in the presence of the Director of Corporate Services, or designate.
- 8.04** An employee shall not alter, destroy or remove any document or page contained in their personnel file, but has the right to review, receive a copy or respond in writing to any document contained therein. Any such response shall be placed in the personnel file.

ARTICLE 9 – WORK OF THE BARGAINING UNIT

- 9.01** Except as otherwise allowed in this Collective Agreement, individuals employed in non-bargaining unit positions shall not perform bargaining unit work except for the purpose of instruction, supervision, replacing employees on scheduled rest periods or breaks or in the event of emergencies when bargaining unit employees are not readily available.
- 9.02** The use of non-bargaining unit employees to perform bargaining unit work shall not result in the layoff of any bargaining unit employees or a reduction in regularly scheduled hours worked by bargaining unit employees.

Student Employees

- 9.03** The Collective Agreement shall apply to all Student Employees.
- 9.04** Student Employees may only perform work alone that they are both trained and qualified to perform.
- 9.05** The use of Student Employees shall not result in the layoff of any other bargaining unit employees or a reduction of regularly scheduled hours for other bargaining unit employees.
- 9.06** The Board shall not hire any Student Employees if any other bargaining unit employees are on layoff.

No Contracting Out

- 9.07** The Board will not contract out work which would result in the layoff of any bargaining unit employees or a reduction in their regularly scheduled hours.
- 9.08** No less than one month prior to contracting out bargaining unit work, the Board will provide notice to the Union and will, upon request, meet to discuss the matter.

Protection Against Volunteers

- 9.09** The parties agree that from time to time it is beneficial to engage the services of volunteers to maintain the community spirit of public libraries for library programs and services. When a volunteer is performing bargaining unit duties, such volunteer shall perform those duties under the direction of or in association with a bargaining unit employee. The use of volunteers will not result in the layoff of bargaining unit employees or a reduction of regularly scheduled hours for bargaining unit employees.

ARTICLE 10 – UNION SECURITY

- 10.01** Employees of the Board coming within the scope of this agreement shall, as a condition of continued employment, become and remain members of the Union according to the Constitution and By-laws of the Union. All future Employees of the Board shall, as a condition of continued employment, become members of the Union not later than three (3) months from the date of last employment.
- 10.02** The Board agrees to provide to the Union the names, addresses and phone numbers of all bargaining unit members. The Union agrees that the information shall only be used for the proper administration of the Agreement and is to remain confidential.
- 10.03** **Union Dues.** During the lifetime of this Agreement, the Board shall deduct from the pay of all employees covered by this Agreement who are employed by the Board on each pay day whatever sum as may from time to time be authorized by the Union, and shall remit same on a monthly basis to the Secretary-Treasurer of the Union prior to the end of such months. These remittances shall be accepted by the Union as the regular monthly dues of those employees who are members of the Union. The Union agrees to keep the Board informed of the name and address of the Secretary-Treasurer of the Union.
- a) In consideration of the deducting and remitting of Union dues in accordance with the foregoing by the Board the Union agrees to indemnify and save the Board harmless against any claim or liability arising out of or resulting from the operation of this article.
- b) The amount of Union dues deduction shall be shown on each Employee's income tax slip (T-4).

ARTICLE 11 – UNION REPRESENTATION

- 11.01** In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect, from amongst the Employees covered by this Agreement who have completed their probationary period, up to four (4) Stewards whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure. There may be one steward per branch and one steward for facilities.
- 11.02** The Union shall notify the Board in writing of the name of each Steward before the Board shall be required to recognize the Steward.
- 11.03** It is understood and agreed that the Steward has their regular work to perform on behalf of the Board. However, should they be required to assist an employee in presenting a grievance during their regular working hours, they shall not leave their work without first obtaining the permission of their Supervisor, or designate. When resuming their regular duties they shall again report to their Supervisor, or designate. Time spent by a Steward assisting an Employee in presenting a grievance shall be without loss of regular pay.
- 11.04** It is understood and agreed by both parties that in the absence of the regular Steward, the Union may appoint an alternate member to act as an interim designate Steward.
- 11.05** **Employee Contact Information.** The Board will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on an annual basis.
- 11.06** **New Employees.** On commencing employment in a position within the bargaining unit, the Employee's immediate Supervisor or another representative of the Board will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first two weeks of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.
- 11.07** **Notification of New Hires.** The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

- 11.08 Union Meeting.** The Board will permit the use of a Library meeting room up to two times per calendar year for the purpose of meetings without cost to the Union. Such meetings will be scheduled outside of the Board's operating hours and attendance will be without pay. In advance of any such meeting, the Union will identify in writing the person responsible for locking up and setting the security alarm.
- 11.09 Bulletin Boards.** The Board will provide a bulletin board in each work site. These boards will be located in areas that are highly visible to Employees. The bulletin boards will be used solely for postings by the Union.
- 11.10 Copies of the Agreement.** The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Board will prepare the Collective Agreement for review by the Union within sixty (60) days of written notice of ratification. Within seven (7) business days of being signed by all parties it will be posted electronically for all members. The Board will provide all employees a final copy of the Collective Agreement by email to their Library email account.

ARTICLE 12 – UNION BARGAINING COMMITTEE

- 12.01** The Board acknowledges the right of the Union to appoint or otherwise select a Bargaining Committee comprised of three (3) employees, plus the Local Union President, Local Union Library Vice President and the Union's National Representative and will recognize and deal with the said Bargaining Committee with respect to the negotiating of a new Collective Agreement.
- 12.02** The Union shall advise the Board of the personnel serving on this Bargaining Committee.
- 12.03** The Board agrees to pay employee members of the Bargaining Committee up to a full day's pay for each day spent in collective bargaining sessions between the parties.

ARTICLE 13 – UNION MANAGEMENT COMMITTEE

13.01 Establishment of Committee

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Board. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees. There shall be a maximum of four (4) representatives per party.

13.02 Meetings of the Committee

The Committee shall meet every second month unless otherwise agreed upon by both parties. Both parties shall submit agenda items to the Committee at least one week in advance of the meeting and a final agenda shall be circulated by the Board at least forty-eight (48) hours in advance of the meeting. Attendees will be based on the topics for discussion identified on the agenda. If no agenda items are submitted in

accordance with the above noted timeline, the meeting shall be automatically cancelled. Employees shall not suffer any loss of pay for time spent with this Committee.

13.03 Chairperson of The Committee

The Director, Corporate Services or designate and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

13.04 Minutes of Meeting

The Union and the Board shall each receive a copy of the minutes within one (1) week following the meeting. Minutes of each meeting of the Committee shall be approved by the Joint Chairpersons and a copy of the minutes will be provided to the Union and the Board within one week thereafter.

13.05 Jurisdiction of Committee

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

ARTICLE 14 – JOINT HEALTH AND SAFETY COMMITTEE

14.01 The parties agree to adhere to the requirements of the *Occupational Health and Safety Act*, including the provisions relating to the establishment and functioning of the Joint Health and Safety Committee.

14.02 In scheduling employees, at no time shall there be less than two employees scheduled in a library branch during working hours, other than full-time facilities staff, for a maximum of one hour. It is understood that this does not apply when a full-time facilities employee is called upon to meet with contractors and/or open the door for the Rotary Club.

ARTICLE 15 – HOURS AND CONDITIONS OF WORK

15.01 The normal work week shall be Monday to Saturday.

Full-Time Employees

15.02 The normal hours of work for full-time employees shall be seventy (70) hours over ten (10) days in a fourteen (14) consecutive day period, exclusive of the unpaid meal period.

15.03 The normal hours of work for full-time Facilities employees shall be eighty (80) hours over ten (10) days in a fourteen (14) consecutive day period, including the paid meal break.

15.04 The normal workday is no less than seven hours, or eight hours for facilities employees.

Part-Time Employees

15.05 The normal hours of work for part-time employees shall not be lower than 21 hours and shall not exceed 28 hours per week. The normal hours of work for part-time Facilities employees shall not be lower than 12 hours and not exceed 28 hours per week.

15.06 A normal work day for part-time employees is no less than three hours and no more than seven hours. For Facilities, the normal work day is no less than four hours and no more than eight hours.

15.07 Part-time employees may work up to thirty-five (35) hours per week to respond to absences, such as those caused by vacation, jury duty, Union leave, short-term illness or training within the bargaining unit or to participate in training made available to the part-time employee(s). Every reasonable effort will be made to cover the above noted absences within the twenty-eight (28) hour limit.

15.08 The use of part-time employees up to thirty-five (35) hours per week shall not displace a full-time position.

ARTICLE 16 – CALL-IN EMPLOYEES

16.01 The hours of work will include evening and weekend shifts to fulfill Library staffing requirements.

16.02 Unless the call-in opportunity relates to a shift opening for which the Board receives less than twelve (12) hours' notice, Call-In Employees will be called into work in seniority order beginning with the most senior employee who is capable of performing the work. Call-In Employees may refuse work assignments. However, it is expected that they are generally available to fill shifts as required.

16.03 Call-In Employees will be paid a minimum of three (3) hours per shift.

16.04 Call-Ins scheduled shifts may be cancelled by the Board, provided twenty-four (24) hours' notice is provided to the Call-In Employee. If a Call-In scheduled shift is cancelled with less than twenty-four (24) hours' notice, the Call-In Employee will be paid for the cancelled shift.

ARTICLE 17 – PAYMENT SCHEDULE

17.01 All Employees are paid every two weeks. Full-time Employees have each pay calculated as 1/26 of their annual salary. Part-time, Temporary Employees, and Call-ins are paid by the hour.

17.02 In addition to Union Dues, the following deductions made from each Employee's pay include:

- Income Tax
- Canada Pension Plan
- Employment Insurance
- Ontario Municipal Employees Retirement System

It is understood that in the event any other deductions become required by relevant legislation, such additional deductions will also be made.

ARTICLE 18 – OVERTIME

18.01 For non-Facilities employees, work in excess of 35 hours in a work week or 70 hours in a pay period will be considered as overtime. Overtime for Facilities employees applies when working in excess of 40 hours in a work week or 80 hours in a pay period. Overtime must be authorized by the CEO or designate in advance.

Notwithstanding the foregoing, employees who work past their scheduled shift end on a given day for less than thirty minutes will instead receive compensating time off during the same work week.

18.02 Authorized overtime will be compensated by either time off at a rate of 1.5 the time worked or 1.5 the appropriate hourly rate of pay, by choice of the Employee. This must be agreed to by both the Employee and Management in writing. Time off must be taken at a time mutually agreed upon by the Supervisor and the Employee so as to not interfere with Board operations.

18.03 Apart from situations involving facilities employees, an Employee called into work outside scheduled hours will not be obligated to work such hours. A Full-time Employee choosing to work will be paid overtime or receive appropriate time off in lieu, by choice of the Employee, for any hours worked over the maximum as outlined in Article 18.01.

18.04 Unless expressly approved, an Employee will not accumulate more than 28 hours for non-Facilities employees and 32 hours for Facilities employees lieu time due to overtime, at any one point in time.

ARTICLE 19 – SCHEDULING OF EMPLOYEES

19.01 Hours of work will normally entail no more than two evening shifts per week, no more than two Saturdays in four weeks, no more than two Sundays in four weeks or two weekends in four weeks, unless the Employee was hired with the express understanding that three or more evenings and/or additional weekend work may be required. For Facilities Employees, hours of work will entail evening and weekend shifts to fulfill the Library's operating requirements.

19.02 Employees may exchange shifts provided management approval is obtained in advance.

19.03 Shifts will be set to cover the Board's operating requirements and are subject to change. In the event the Board were to proceed with substantial structural changes to existing schedules, the Board will provide the Union with 60 days notice of such change and will consult with affected employees and the Union.

19.04 The departmental schedules for hours of work will be posted a minimum of three weeks in advance of the scheduled work period. The posted schedule for hours of work may be changed due to unforeseen circumstances.

ARTICLE 20 – ASSIGNMENT OF NEW REGULAR HOURS

20.01 The parties recognize that, subject to operational and budgetary considerations, it would be mutually beneficial to transition towards increasing full-time positions in the bargaining unit over time. Where new regular hours become available for bargaining unit work within a department, they are to be posted as regular shifts for existing employees in the department.

- a) A posting will be emailed to all staff in the department. All present employees in the department will have an opportunity to apply for and be considered before other employees outside of the department are considered.
- b) Each posting will contain the number of hours available, the eligible department and the position(s) of the eligible employees who may apply.
- c) In order to be eligible for the posted shift, an employee must apply within seven (7) working days of the posting being emailed.
- d) The assignment of hours will be based primarily on skill, ability and qualifications of the employees concerned to meet the normal requirements of the job. When two or more employees are determined to be relatively equal, seniority shall govern.
- e) In the event that no employees in the department apply, the hours may be offered to all employees.

ARTICLE 21 – WORK OUTSIDE SCHEDULED HOURS

21.01 Any Facilities Employee, or other Employee called in to deal with an emergency, who is required to come in to work to perform support duties beyond their Regular Hours and having left Library premises will be paid as follows:

- Employee will be compensated at a minimum of three hours for each call-out, at the rate of 1.5x the time or 1.5x the appropriate hourly rate of pay, by choice of the Employee;
- Additional or successive call-outs commencing and concluding within the three hour period will be considered as part of the original call-out;

- A subsequent call-out arising after the conclusion of the original call-out and after the Employee has left Library premises will be deemed to be a new call-out;
- Continuous extension of a call-out beyond the three-hour period will be compensated for the actual time worked, at the rate of 1.5x the time or 1.5x the appropriate hourly rate of pay, by choice of the Employee;
- Time banked as above must be taken within three months

21.02 Any Facilities Employee, or other Employee called in to deal with an emergency, who is required to come in to work to perform support duties beyond their Regular Hours and having left Library premises, but who can complete the work remotely and does not have to come back in to work, will be paid as follows:

- Employee will be compensated at a minimum of hour for each call, at the rate of 1.5x the time or 1.5x the appropriate hourly rate of pay, by choice of the Employee;
- Additional or successive call-outs commencing and concluding within the one hour period will be considered as part of the original call;
- A subsequent call arising after the conclusion of the original call will be deemed to be a new call-out;
- Continuous extension of a call beyond the one hour period will be compensated for the actual time worked, at the rate of 1.5x the time or 1.5x the appropriate hourly rate of pay, by choice of the Employee;
- Time banked as above must be taken within three months

ARTICLE 22 – SHIFT OPENING SCHEDULING

22.01 If an employee is unable to attend a scheduled shift, this creates a shift opening. The Board shall fill shift openings as follows.

22.02 If the shift opening creates the need to replace an employee within 12 hours, the Board will fill the shift by contacting those employees who have been placed on the list for additional hours or Call-In Employees. The Board shall make its best efforts to distribute these hours equally.

22.03 If the Board has more than 12 hours' notice of the shift opening, the following process will be followed:

- A. The shift opening will be offered, first to part-time qualified staff in the department or branch in which the shift opening occurs, in rotating order of seniority.
- B. If the shift remains unfilled, it will be offered to other employees who are qualified to perform the work and who have identified interest in working additional hours, in rotating order of seniority.
- C. If the shift remains unfilled, it will be offered to Call-In employees in rotating order of seniority.

- 22.04** Any employee who fills a shift opening shall be paid a minimum of three (3) hours.
- 22.05** Employees are responsible for advising their Supervisor if they are interested in being placed on the list for additional hours.
- 22.06** In all cases, no employee shall work more than seventy (70) hours in a pay period, unless overtime is approved in advance.

ARTICLE 23 – SUNDAY WORK

- 23.01** If a branch is regularly scheduled to be operational on a Sunday, Management will designate the classification and number of Employees required and the application process for Sunday work.
- 23.02** Employees may apply to work Sundays as additional hours. Such employees will be scheduled for Sunday work in order of seniority.
- 23.03** Employees will be paid at the greater of their current rate of pay or the rate of the position worked. If paid at the rate of the position worked, the Employee will be paid at the first Step that produces an increase for the Employee.
- 23.04** Sunday hours worked by Employees hired before July 1, 2003 will be considered additional hours and will be paid at a shift premium of 1.5 times the regular rate.
- 23.05** Employees hired on or after July 1, 2003 are hired with the understanding that they can be scheduled to work Sundays as part of their regular schedule.

The Employer shall offer Sunday hours to all employees. Employees shall apply for Sunday Hours and the Sunday hours shall be assigned by seniority among all applicants.

If an insufficient number of Employees are scheduled or apply to work Sundays, Management has the right to assign Sunday hours on a rotating basis in reverse order of seniority. The rotation will begin with the lowest seniority person in each calendar year and will continue if any subsequent Sunday shifts require filling in the same calendar year with the lowest seniority person who was not assigned on the previous Sunday shift offering.

If an Employee's hours worked in a week, including the Sunday hours, is less than 35 hours, the hours worked on Sunday can be considered either Additional Hours or can be considered Regular Hours and used to replace the same number of Regular Hours in the week following the Sunday worked.

If an Employee's hours worked in a week, including Sunday hours, exceeds 35 hours, all hours after 35 shall be considered overtime and Article 18 shall apply.

23.06 Management retains the right to hire additional Employees to work on Sundays.

ARTICLE 24 – REST PERIODS

24.01 Meal breaks are unpaid, one hour in length and scheduled into the working day. Employees who are scheduled for more than five and less than seven hours are entitled to a 30-minute unpaid meal break.

24.02 Facilities Employees assigned to work a shift of 8 hours or more are entitled to meal breaks that are 30 minutes in length. These breaks are scheduled into the working day and are considered part of the working day.

24.03 Part-Time Facilities Employees working on Saturday for 8 hours or more are entitled to an unpaid one hour meal break.

24.04 Rest periods are paid, 15-minutes long, and are scheduled into the working day. These breaks are part of the working day. Employees will be permitted a paid break as per the following:

- Shift of three hours or less: no break
- Shift of more than three and up to five hours: one 15-minute break
- Shift of more than five and less than seven hours: one 15-minute break plus an unpaid meal break of 30 minutes (or one hour upon mutual consent)
- Shift of seven or more hours: two 15-minute breaks plus an unpaid meal break of one hour

For this purpose, shift length is determined by the number of hours from starting to finishing work (e.g. 9:00-4:00 is seven hours, therefore an Employee would get a one hour unpaid meal break and be paid for six hours). A split shift is considered as separate shifts.

24.05 Rest periods cannot be taken at the beginning of a shift, at the end of a shift, or in combination with each other. An Employee entitled to two rest breaks must take one before the meal break and one after the meal break, unless by mutual consent.

24.06 Meal breaks must be taken in accordance with the *ESA*.

ARTICLE 25 – MEETINGS, LECTURES, AND TRAINING PROGRAMS AS HOURS OF WORK

25.01 When required by Management to attend meetings, conferences, workshops, etc., such time will be considered regular work time, not to exceed seven hours a day, and any reasonable expenses will be paid by the Employer as per the Employer's reimbursement guidelines. Questions or requests for exceptions, such as long travel time, must be directed to the CEO or designate and approved in advance.

- 25.02** Employees may request time to attend conferences, meetings, and workshops, and arrangements for time and expenses will be made individually, according to budget and perceived benefits to the Library.
- 25.03** If a meeting is scheduled at a time that the Employee is not normally scheduled to work, the Employee has the option of attending the meeting. In the event attendance at the meeting qualifies the employee for the payment of overtime pursuant to Article 18, such overtime will be paid to the employee.

ARTICLE 26 – TEMPORARY EMERGENCY CLOSURE

- 26.01** Any Employee who is scheduled to work during a time of temporary emergency closure may be assigned to work at an alternate location or provided alternate work.
- 26.02** If an Employee is unable to work because of temporary emergency closure and no such work is assigned, they will still be paid for their scheduled shift.
- 26.03** Previously scheduled vacation time that coincides with a temporary emergency closure will still be counted as vacation time.

ARTICLE 27 – EARLY CLOSING

- 27.01** Employees whose hours are affected by the early closing of the Library on such occasions as New Year's Eve or summer Fridays will be offered the opportunity to work those hours at another time.

ARTICLE 28 – REMOTE WORK

- 28.01** A remote work arrangement allows an employee to perform their work remotely without attending the workplace.
- 28.02** Remote work arrangements will be considered on a case-by-case basis and determined by the Employer.
- 28.03** An Employee may submit a request for a remote work arrangement to their immediate Supervisor. The Employer shall respond to the request in a reasonable time.
- 28.04** Remote work is not an entitlement. Remote work arrangements may be granted when the employee's work can be done off-site and where the Employee has demonstrated that they can work well independently. Overall quality and productivity of work is to be maintained at acceptable levels as determined by the Employee's immediate Supervisor.
- 28.05** An Employee seeking to request remote work arrangements may discuss the required information with the Director, Corporate Services prior to submitting such a request.

28.06 The remote work application is included in Schedule “B”

ARTICLE 29 – STRIKES AND LOCKOUTS

29.01 There shall be no strike or lockout, as defined under Ontario’s *Labour Relations Act, 1995*, during the term of this Agreement.

ARTICLE 30 – JOB POSTINGS, PROMOTIONS, AND TRANSFERS

30.01 When new jobs or vacancies are created, these positions will be e-mailed to all staff, (excluding Pages), and posted on bulletin boards accessible to all employees in the Bargaining Unit for a period of seven (7) working days during which time all present employees will have an opportunity to apply and be considered before others are considered. The bulletin boards shall be located in each branch. In order to be eligible for the posted position, an employee must apply in writing within the seven (7) calendar day period.

30.02 Such notice shall contain the following information: the position, qualifications, required knowledge and education, skills, number of hours scheduled, wage or salary rate or range and intended work location.

30.03 Promotions and/or transfers within the Bargaining Unit will be based primarily on skill, ability and qualifications of the employees concerned to meet the normal requirements of the job. When two or more employees are determined to be relatively equal, seniority shall govern.

30.04 When an employee is promoted or transferred to another position or classification, they shall be on a trial period for ninety (90) worked days from the date of commencing new duties. The Board and the Union may agree to extend this trial period up to one-hundred and eighty (180) worked days. If the employee proves to be unsatisfactory to the Board, or if the employee is unsatisfied, the Board shall return the employee to their former position or classification. Any other employee affected will be returned to their former classification or position. Upon completion of the trial period in a new position they will be made permanent.

30.05 (a) The VP Library shall be notified in advance, within two (2) weeks, of all promotions, hirings, resignations, retirements and any other termination of employment within the Bargaining Unit.

(b) All staff will be emailed in advance, where possible, of all resignations and retirements within the Bargaining Unit, within two (2) weeks of the effective date of the resignation or retirement.

30.06 In the event an employee is appointed to temporarily fill a higher rated bargaining unit job classification for one shift or more, and the employee is responsible for the core

duties of the classification, the employee shall be paid the greater of either the minimum rate for the higher rated job classification or their current rate of pay.

- 30.07** A copy of all job postings shall be provided to the VP Library whenever a job is posted.
- 30.08** An employee successful in obtaining a new job within the same Category shall remain at the Step they have attained.
- 30.09** An employee successful in obtaining a new job within a lower Category shall be placed on the least disadvantageous step of the Category.
- 30.10** An employee successful in obtaining a new job within a higher Category shall be placed in the new Category at the step which realizes an increase in wage rate for such employee.

ARTICLE 31 – SECONDMENTS

- 31.01** Secondments are voluntary temporary deployment opportunities into positions not covered by the Collective Agreement, created to assist the Library in achieving its operational goals or to assist in employee development. All secondments must be approved by the CEO.
- 31.02** Probationary Employees are not eligible for secondments.
- 31.03** The total compensation for a secondment will not be less than the Employee's current pay. Remuneration will be based on the requirements of the position.
- 31.04** A secondment will not normally exceed two years. Secondment extensions beyond two years must be approved by the CEO.
- 31.05** During a secondment, the Employee's former position will be temporarily filled by another Employee in accordance with Article 30 of the Collective Agreement. Management will not eliminate any position solely because it is vacant during a secondment.
- 31.06** Involvement in a secondment does not preclude an Employee from applying for posted positions.
- 31.07** Upon completion of a secondment, the Employee will either return to their former position or will be offered a comparable position if their former position has been eliminated for reasons other than vacancy.
- 31.08** An employee that is seconded to a position not covered under this Collective Agreement shall retain their previous seniority and continue to accrue seniority. When such employee transfers back to a position subject to the provisions of this Collective Agreement, they shall carry their accumulated seniority with them. Such employee

shall continue to remit dues based on their union position for the period of the secondment.

ARTICLE 32 – TEMPORARY VACANCIES AND TEMPORARY EMPLOYEES

- 32.01** Temporary vacancies anticipated to be less than four (4) weeks duration will be filled by distributing the shifts to current members of the bargaining unit in order of seniority.
- 32.02** The Board shall have the right to employ Temporary employees to replace employees who are absent for medical leaves or any other approved leave of absence of more than four (4) weeks duration.

In filling these temporary vacancies, the Board may post internally and externally simultaneously. However, should the Board elect to do so, the internal posting will close seven days following the posting, while the external posting will close 14 days after posting. Interviews for internal applications will commence and be fully considered and determined, before consideration is given to external applicants. Consideration of internal candidates will be based primarily on the skill, ability and qualifications to meet the normal requirements of the job. When two or more internal candidates are determined to be relatively equal, seniority shall govern. If the Board determines that none of the internal candidates possess the necessary skill, ability and qualifications for the position, the Board may then hire from the external applicants.

Where an internal applicant is selected to fill the temporary position, the full terms of the collective agreement continue to apply.

Where an external applicant is selected to fill the temporary vacancy, the following shall apply.

- (a) In the event that such employee is retained as a permanent employee, the time worked in a temporary role will be counted for the purposes of the collective agreement.
- (b) The use of temporary employees will not result in a lay-off of any employees.
- (c) Temporary employees shall not be subject to the terms of this Agreement except in the wage rate classification or as provided elsewhere in this Agreement. Union dues will be deducted as per the agreed formula.
- (d) The Union shall be informed by the Board of all persons employed as temporary employees, their starting date and also when that person is no longer employed by the Board.
- (e) Temporary employees will be entitled to public holidays as outlined in accordance with the provisions of the Ontario Employment Standards Act.

(f) Temporary employees will be entitled to overtime pay in accordance with the overtime provisions of the current Collective Agreement.

(g) Temporary employees hired for a term of six months or more shall be entitled to benefits in accordance with Article 36.

32.03 The term of a temporary appointment for such leaves shall not exceed 12 months, or 18 months in the event of pregnancy and parental leave, unless extended by mutual agreement in writing between the parties (which agreement shall not be unreasonably withheld).

32.04 In the event a position is created as a result of a special grant with a defined term beyond 18 months, the terms of the special grant will prevail.

32.05 It is not the intention of the Board to employ temporary employees to avoid creating additional full-time or part-time positions, when appropriate.

ARTICLE 33 – NEW CLASSIFICATIONS

33.01 When a new position is created, or an existing position reclassified, the Board will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Board and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 34 – SENIORITY

34.01 The Board shall provide the Union with up-to-date seniority lists on an annual basis.

34.02 Termination/Loss of Seniority: An employee's service shall be terminated and/or seniority lost in the event the employee:

- (a) Voluntarily resigns in writing;
- (b) Retires;
- (c) Is discharged and is not reinstated through the Grievance or Arbitration procedures;
- (d) Being on layoff, and fails to notify the Board within seven (7) days of the registration date of a letter of recall sent to their last address filed with the Board of their intentions regarding their return to work. The return to work must be within fourteen (14) days of the registration date of the letter of recall;
- (e) Is laid off for more than twenty-four (24) months;
- (f) Is absent from work without a reasonable excuse for more than three (3) consecutive scheduled working days.

ARTICLE 35 – LAYOFFS

- 35.01** In the event of a layoff being considered, the Board agrees to meet with the Union to discuss details of the layoff and to consider suggestions from the Union.
- 35.02** In the event of a layoff, employees shall be laid off in the reverse order of seniority, provided those retained can fulfill the normal requirements of the available jobs. Employees shall be recalled in the order of their seniority to the same job classification from which they were laid off or to a classification at or below the laid-off employee's original classification provided the employee can fulfill the normal requirements of the job. In such cases, the requirement to post under Article 30, does not apply. New employees shall not be hired until those laid off have been given the opportunity of recall.
- 35.03** The Board shall notify the employee of a recall opportunity by registered delivery, addressed to the last address on record with the Board (which notification shall be deemed to be received on the 5th day following the date of mailing). The notification shall state the job(s) to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the Board.
- 35.04** The Board will notify Employees who are to be laid off four weeks prior to the effective day of layoff. In lieu of such notice, the Board will pay an Employee four weeks' pay at the Employee's regular hours.
- 35.05** A laid-off employee may decline opportunities of recall to job classifications lower than their previous job classification without forfeiting their right of recall for the 24 calendar month period from the actual date of layoff, as per Article 34.
- 35.06** a) The Board will continue to maintain the same benefit plan premium payments that the employee had in force at the time of layoff for the notice period set out in paragraph 35.04 above. An employee may elect to continue their Group Life Insurance and Extended Health Benefits for a further twelve (12) months provided the employee pays one hundred percent (100%) of the premium cost to the Board.
- b) Except as outlined in Article 35.06 a) above, the employee on layoff will not receive any benefits listed in Article 36 – Benefits, Article 37 - Paid Holidays, Article 38 – Vacation, Article 39 - Sick Leave, and Article 40 - Leaves with Pay.

Bumping Rights

- 35.07** An Employee in receipt of a layoff notice may elect to displace another Employee who has less bargaining unit seniority in the same or lower pay classification if the displacing employee has the ability to meet the normal requirements of the job.

- 35.08** An employee who chooses to exercise the right to displace another employee shall advise the Board of their intention to do so and the position claimed within seven (7) calendar days of receiving notice of layoff.

ARTICLE 36 – BENEFITS

- 36.01** Ontario Municipal Employees Retirement System is a registered pension plan offered by the Board to the Bargaining Unit. Membership is compulsory from the date of hire for Full-time Employees and optional for Part-time Employees. Eligibility will be determined by OMERS provisions.
- 36.02** **Group Life Insurance.** The Board pays 100% of the premium for Employees working an average of at least 14 hours per week. The life benefit equals 2.5 times the Employee's annual salary, rounded to the nearest \$1,000. The life benefit reduces at age 65 to one times the Employee's annual salary, further reduces at age 70 to \$10,000, and terminates at age 75 as per the benefit plan.
- 36.03** **Accidental Death and Dismemberment (AD&D).** The Employer pays 100% of the premium for a principal sum amount of 2.5 times the Employee's annual salary, rounded to the next higher \$1,000 if not already a multiple thereof, to a maximum of \$500,000. AD&D benefits apply to Employees working an average of at least 14 hours per week, for injuries sustained as the result of any accident anywhere in the world, 24 hours per day, on or off the job. AD&D benefits terminate at age 71 or at retirement, whichever is earlier, as per the benefits plan.
- 36.04** **Long-Term Disability.** The Board pays 100% of the premium to provide this income insurance for Employees working an average of at least 14 hours per week. The plan comes into force after an elimination period of 17 working weeks. At that point, Sick Leave payments cease. LTD benefits terminate at age 65 less the elimination period or at retirement, whichever is earlier, as per the benefits plan.
- 36.05** **Extended Health Care.** The Board offers an extended health benefits plan to all Employees working an average of at least 14 hours per week. The Board pays 100% of the premium for Full-time Employees. For Part-time Employees, the Board pays a portion of the premium. This portion is pro-rated and based on hours worked over a previous six-month period. The portion paid by the Board is re-evaluated twice per year, once in January (using the hours worked in the previous July to December) and once in July (using the hours worked in the previous January to June). Benefits terminate at retirement as per the benefits plan. The Extended Health Benefits Plan will include eyeglass coverage every two (2) years in the amount of \$600 effective January 1, 2023. This shall increase to \$650 effective January 1, 2024. Said coverage may be applied towards the cost of Corrective Laser Eye Surgery in lieu of eyeglasses, if so desired. The same coverage level will apply to employees and each of their dependents, including dependent children under the age of eighteen (18), in accordance with the terms of the Policy. Eligible Employees may opt for single or family coverage.
- 36.06** Hearing Aid coverage of \$1,100 (every three (3) years) as part of the said plan. Battery coverage of \$120 per calendar year.

- 36.07 Dental Plan.** The Board offers a dental plan to all Employees working an average of at least 14 hours per week. The Board pays 100% of the premium for Full-time Employees. For Part-time Employees, the Board pays a portion of the premium. This portion is pro-rated and based on hours worked over a previous six-month period. The portion paid by the Board is re-evaluated twice per year, once in January (using the hours worked in the previous July to December) and once in July (using the hours worked in the previous January to June). Eligible Employees may opt for single or family coverage. Benefits terminate at retirement as per the benefits plan. Payment under the Plan will be based on current Ontario Dental Association (ODA) rates. The said Dental Plan will include Endodontic and Periodontal services. The said Dental Plan shall provide Orthodontic coverage for dependent children with a lifetime maximum of \$4,000 – 50% co-insurable.
- 36.08** The Board will provide Major Restoration coverage (crowns, bridges, caps) with an annual maximum of \$4,000 – 50% co-insurable.
- 36.09** All benefits excluding OMERS will take effect on the date of enrollment and are available to Employees. The Board's sole responsibility in relation to such benefits is to pay the requirement premiums. Disputes concerning benefits claims may not form the subject of a grievance pursuant to the Collective Agreement. Call-ins, Student Employees and external-applicant Temporary Employees hired for terms of less than six months are not eligible for the benefits covered in these sections.
- 36.10** Applicable benefits will be maintained by the Board during legislatively protected unpaid leaves of absence and paid leaves of absence. For unprotected unpaid leaves of absence, the Employee will have the option of remaining in the benefits program(s) but are required to pay the premium costs in full.
- 36.11** Workers Compensation. The Board contributes to the Workplace Safety and Insurance Board (WSIB) on behalf of all eligible Employees.
- 36.12** Retiree Benefits. For Employees hired on or before December 31, 2005 who are in receipt of an unreduced pension under the OMERS, the Board agrees to pay 100% of the premium cost for the benefits listed below for a Full-time Employee and a pro-rated amount for a Part-time Employee until such Employee attains age 65, consistent with the rules and regulations of the following plans:
- Extended Health Benefits Plan
 - Dental Plan

ARTICLE 37 – PAID HOLIDAYS

- 37.01** Full-time and Part-time Employees will be paid their usual hours normally scheduled on that day for each public holiday: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- 37.02** Easter Monday, Civic Holiday, and National Day of Truth and Reconciliation are holidays with pay for Full-time and Part-time Employees, as is any other special day proclaimed by the provincial government as a public holiday. In the event the Town of Whitby elects to provide an additional paid holiday, the Board will do so as well.

- 37.03** Christmas Eve Day is a closed day with pay for Full-time and Part-time Employees. Any Full-time and Part-time Employees not scheduled to work on Christmas Eve Day is entitled to one Float in place of it. For Call-ins and Temporary Employees, the closed day is treated as a public holiday.
- 37.04** Full-time and Part-time Employees are entitled to one Float in place of Remembrance Day, which will be credited to their time bank in January each year. This does not apply to Call-ins, or Temporary Employees.
- 37.05** Should one of the above holidays fall on a closed Sunday, the next regularly scheduled work day will be declared the holiday.
- 37.06** Full-time Employees who are not normally scheduled to work on one of the paid holidays will be given a substitute day off to be used within three months.
- 37.07** Part-time Employees who are normally scheduled to work on one of the paid holidays will be paid for the hours they are normally scheduled to work for that day.
- 37.08** Part-time Employees who are not normally scheduled to work on one of the paid holidays will be given the option of being paid public holiday pay as defined in the *ESA*, or taking a substitute day off within three months at the same public holiday pay rate.
- 37.09** Call-ins and Temporary Employees who are not normally scheduled to work on one of the paid holidays will be paid public holiday pay as defined in the *ESA*.
- 37.10** Employees belonging to religions which observe religious holidays other than the days mentioned above in Articles 37.01 and 37.02 may arrange to take those days off as part of their existing banked time (e.g. vacation, Float, substitute paid holiday day) or as a leave of absence without pay.

ARTICLE 38 – VACATION

- 38.01** According to the *Employment Standards Act*, annual vacation must be taken in allotments of at least one week's duration. For this reason, no vacation allotment of less than one week's duration may be approved unless:
- i. The request is made by the Employee and not the Board
 - ii. The request fits the needs of the department, and
 - iii. The request meets the public service needs and allows for efficiency of operations
- 38.02** Vacation is earned from July 1 to June 30. Full vacation time is allotted on January 1. Thus, Employees are advanced the vacation earned from January to June (e.g. 2020 vacation is allotted in January 1, 2020 but earned from July 1, 2019 to June 30, 2020).
- 38.03** Employees hired between January 1 and June 30 will be allotted their full earned vacation for this period at the end of their Probationary Period.

- 38.04** Completed service is calculated using the vacation earned year, i.e. July to June 30 (e.g. anyone whose Start Date falls between July 1, 2012 and June 30, 2013, will have seven (7) years completed service for 2020 vacation).
- 38.05** Vacation leave with pay for Full-Time and Part-Time Employees is computed as follows:
- 3 weeks per year after 1 year completed service (pro-rated for less than one year of service);
 - 3 weeks plus 2 days per year after 4 years completed service;
 - 4 weeks per year after 7 years completed service;
 - 5 weeks per year after 15 years completed service;
 - 6 weeks per year after 25 years completed service;
 - 7 weeks per year after 30 years completed service;
- 38.06** Call-ins, Temporary Employees, Students and others who do not qualify under the above are entitled to vacation pay as follows: employees with less than four years employment will receive 4% vacation pay, employees with more than four years employment will receive 6% vacation pay. Accrued vacation pay can be requested at any time or is paid out once a year in July.
- 38.07** To qualify for their full vacation allotment, Full-time Employees must have completed 40 weeks in the period from July 1 to June 30.
- 38.08** Those Employees who do not qualify under the 40 weeks stipulation will be eligible for a pro-rated portion of the appropriate vacation allowance (e.g. if the Employee's anniversary date is January 1, the Employee is entitled to 50% of the vacation allotted).
- 38.09** Part-time Employees will receive vacation with pay equal to the regular hours worked in each week.
- 38.10** Vacation allotted on January 1 must be taken within the calendar year, unless a postponement is authorized by the CEO or designate.
- 38.11** Requests for a postponement of a week or more of vacation time must be made in writing to the CEO or designate by November 30.
- 38.12** More than one year's accrual vacation allotment may not be taken at one time except in special circumstances and with the permission of the CEO. Requests for such extended vacation will be considered in relation to Seniority and the efficient running of the branch or department. Application for such extended vacation should be made in writing to the CEO at least two months in advance.
- 38.13** Any time (including vacation) carried forward from one year to the next must be used by June 30 of that year. The CEO may grant an exception to this rule in extenuating circumstances.
- 38.14** If an Employee terminates employment for any reason and has unused earned vacation or other time owed, the Employee will be entitled to be paid out the equivalent amount of time at their rate of pay as of the last day worked.

- 38.15** If an Employees terminates employment and has taken vacation allotted but not yet earned, then reimbursement to the Library is required. This reimbursement will be deducted from the final pay(s). If that is insufficient, the Employee will be required to repay the remainder in full.
- 38.16** Employees' vacation requests will be communicated to Supervisors, in writing but February 15 for the period April 1 to September 30, and by August 15 for the period October 1 to March 31. The vacation timetable will be confirmed by Supervisors by March 15 and September 15.
- 38.17** Supervisors are responsible for scheduling vacations, taking into consideration the wishes of Employees insofar as they are consistent with the efficient functioning of the department or branch. Supervisors will consult with the Administration regarding call-in and staffing levels before approving vacation, to ensure inter-departmental coordination of vacations where necessary.
- 38.18** Should a conflict of vacation requests threaten to leave any department too short-staffed, and the conflict cannot be resolved by mutual agreement of the Employees concerned, seniority will be the deciding factor.
- 38.19** Seniority can be used to protect only one block of vacation (not to exceed two weeks) per calendar year by each Employee
- 38.20** Vacation requests received after the deadlines described in Article 38.16 above, will be considered on a first-come, first-served basis.
- 38.21** Under exceptional circumstances, the CEO or designate may approve a vacation request prior to the deadlines described in Article 38.16 above.
- 38.22** If an Employee becomes unwell while on vacation, the Employee should promptly inform the Director of Corporate Services or designate and provide a medical certificate if requested. As long as the Employee has sufficient days in their sick bank, the days of illness will be counted as Sick Leave rather than vacation. The displaced vacation time can be rescheduled at any time that is mutually acceptable to the Employee and the Supervisor and does not interfere with the operation of the branch or department.
- 38.23** If an Employee suffers bereavement of an Immediate Family member while on vacation, they may, upon approval of the CEO or designate as set out in Article 40.02, take the appropriate amount of bereavement leave. The displaced vacation time can be rescheduled at any time that is mutually acceptable to the Employee and the Supervisor and does not interfere with the operation of the branch or department.
- 38.24** Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week, which must be taken by June 30 of the following year. Employees may request to carry over more than one (1) week for extenuating circumstances.

ARTICLE 39 – SICK LEAVE

- 39.01** Full-time Employees will be credited with 1.5 days Sick Leave with full pay after each calendar month of employment beginning from the date of hiring or starting Full-time. Such credit becomes available as of the first day of the month. Employees hired after the 15th day of the month will not earn credits for that month.
- 39.02** Part-time and Temporary Employees working 21 hours per week or more will receive 7 hours sick leave with full pay after each calendar month of employment beginning from the date of hiring or starting Part-Time. Employees normally working less than 21 hours per week will receive 4 hours sick leave with full pay after each calendar month of employment beginning from the date of hiring or starting Part-Time. Such credit becomes available as of the first day of the month. Employees hired after the 15th day of the month will not earn credits for that month.
- 39.03** The unused portion of an Employee's Sick Leave will be accumulated and carried forward.
- 39.04** No Sick Leave will be earned by an Employee for a month during which they were absent due to illness for two weeks or took leave of absence of two weeks or more without pay. However they will retain any previously accumulated Sick Leave.
- 39.05** When an Employee is laid off due to lack of work and returns to the service of the Board, they will not receive Sick Leave for the period of such absence. However, they will retain any previously accumulated Sick Leave.
- 39.06** An Employee absent due to illness for more than three (3) consecutive working days may be asked to produce a medical certificate at the discretion of the CEO or designate. However, the CEO or designate may request a medical certificate for any absence. If there is a cost to the Employee for the medical certificate, it will be paid for by the Board.
- 39.07** An Employee will have the option of using any available Sick Leave to make up the difference in monies received from WSIB and regular pay, as long as such credits are available.
- 39.08** Employees will advise Management as soon as possible of the need for an extended leave due to illness. Management will evaluate the impact of such leave on a case-by-case basis, conferring with the Supervisor on departmental needs. Every effort will be made not to overstretch Staff in the instance of a long-term Sick Leave. When required, job postings to fill such leaves/absences will be posted as soon as possible and handled as per Article 30.

ARTICLE 40 – LEAVES WITH PAY

- 40.01 Compassionate Leave.** The CEO or designate may grant as many as five days compassionate leave with pay during one fiscal year when there is serious illness in an Employee's Immediate Family.
- 40.02 Bereavement Leave.** The CEO or designate may grant as many as five days bereavement leave with pay when there is a death in the Employee's Immediate Family. Upon request to the CEO or designate, leave of absence with pay may be granted on the day of the funeral or service for relatives other than Immediate Family or for close friends.
- 40.03 Jury Duty.** The CEO or designate will grant leave of absence with pay and without loss of Seniority or benefits to an Employee called to serve as juror or as subpoenaed witness in any court. The Employee will remit to the Employer such monies as are received in the course of this duty for those days on which the Employee was paid to work. In the event an employee is required to act as a juror or crown witness during their scheduled vacation, every reasonable effort will be made to reschedule their vacation at a mutually agreeable time.
- 40.04 Citizenship Leave.** An Employee will be allowed the necessary time off with pay to take the Canadian Citizenship test and attend the ceremony.
- 40.05 Paid Parental Leave.** Upon request to the CEO or designate, three days leave with pay will be granted to an Employee within two weeks after the birth or adoption of their child.
- 40.06 Voting.** Time to cast votes in municipal, provincial and federal elections will be provided in accordance with legislation.
- 40.07 Moving.** Upon request to the CEO or designate, one day leave with pay per year will be granted to move an Employee's primary residence.
- 40.08 Sick Leave Family Benefit.** If an Employee requires time off to attend to family matters, including medical appointments or illness of Immediate Family, the Employee can elect to use up to three days per year of their personal Sick Leave upon request to the CEO or designate.
- 40.09** Leave of absence with pay, of up to thirty (30) working days in the aggregate in any one calendar year will be granted by the Board for attendance at Union conventions and seminars, provided it does not interfere with the efficient operation of the Board. Requests for additional days will not be unreasonably denied. The parties agree that the Union will be billed 100% for the cost of normal gross straight time, including any shift premiums, plus all benefit charges. The Board agrees to provide the Union with documentation to verify the cost of benefits.

40.10 It is understood that in CUPE Convention years, there may be a request to exceed the thirty (30) working days, in which case the Board will grant up to ten (10) additional working days in the aggregate, provided it does not interfere with the efficient operation of the Board. The parties agree that the Union will be billed 100% for the cost of normal gross straight time, including any shift premiums, plus all benefit charges. The Board agrees to provide the Union with documentation to verify the cost of benefits. Any working days in excess of the thirty (30) will require a written request by the Union for approval by the Board.

ARTICLE 41 – LEAVES WITHOUT PAY

41.01 Personal Illness. When an Employee's day of illness exceed their available Sick Leave, the excess time will be considered leave without pay or may be paid using other available leave, at the choice of Employee.

41.02 Family Concerns. If an Employee requires time off to attend to family matters, including medical appointments or illness of a family member, above the amount available for Sick Leave family benefit, then the time taken will be considered leave without pay or may be paid using other available leave, at the choice of the Employee.

41.03 Court Appearance. Employees who are required to appear in court as result of a traffic violation or other charges will be granted a leave of absence without pay, subject to its applicability to a job-protected leave under the *Employment Standards Act, 2000*, as amended.

41.04 Leave of Absence. Leave of absence may be granted to an Employee at the discretion of the CEO or designate. For a leave of absence request to be approved, an Employee must first use all available vacation time. Vacation requests within the branch or department take precedence over leave of absence.

41.05 Pregnancy and Parental Leave. The leave and employment benefits for pregnant Employees or new parents, including adoptive parents, will be those established under the *Employment Standards Act, 2000*, as amended from time to time, or any subsequent revisions of this Act. All outstanding vacation time will be paid to the Employee at the time leave is taken.

41.06 Medical Appointments. It is expected that Employees will make medical appointments outside of their working hours. However, when this is not possible every effort will be made to allow an Employee to attend medical appointments within their working hours. In turn, Employees are expected to make up this time (in which case, management approval must be obtained), or take time from their accumulated Sick Leave or other available leave, or take the time without pay.

41.07 Running for Public Office. An employee running for municipal, provincial or federal public office is entitled to a leave of absence without pay, provided that the leave is

granted with the understanding that the Employee is campaigning on their own behalf and that the leave will be one period up to and including the campaign period.

- 41.08 Job-Protected Leaves.** All Employees are entitled to the job-protected leaves as proclaimed by the *Employment Standards Act, 2000*, as amended.
- 41.09 Union Leaves.** The Board may grant leave of absence for a maximum of two (2) years to any employee who requests such leave by reason of his election or appointment as an Officer of the Union, without either pay or other benefits under this Agreement and without loss of seniority or job classification provided the classification still exists.
- 41.10** All requests for leaves of absence shall be in writing and shall be submitted to the employee's immediate Supervisor.
- 41.11** An employee shall not accumulate seniority during granted unpaid leaves of absence that are not protected by relevant legislation.
- 41.12** Employees who have a leave without pay of two weeks or more in a month will not earn Sick Leave credits or vacation credits for that month. Vacation credits are earned during Pregnancy or Parental Leave.
- 41.13** During leaves of absence without pay of two weeks or greater, Employees may choose to pay both the employee and Board contributions to any benefit plan where, under law, the Board is not obligated to continue benefits.

ARTICLE 42 – SERVICE PAY

- 42.01** Service pay will be granted yearly to all Employees who work a minimum of 600 hours during the year, for each completed three year period of continuous service, as follows: three complete years of service, \$2.00 per week, with an additional \$2.00 per week for each additional completed three years of continuous service.
- 42.02** Payment will be made on the last pay period in November to all Employees who are expected to reach service pay requirements by the end of the year.
- 42.03** Time off while on paid Sick Leave or unpaid leaves protected by legislation will not preclude an Employee from receiving service pay. Time off while on unpaid leaves not protected by legislation will affect service pay.

ARTICLE 43 – TRAVEL ALLOWANCE

- 43.01** Employees who use their own vehicle on Board business shall be reimbursed mileage allowance at the current rate per kilometer as per Town of Whitby guidelines, and as may be amended from time to time.

43.02 The Board will inform bargaining unit members as to any changes in the applicable mileage rate, as soon as may be reasonably practicable.

ARTICLE 44 – UNIFORM

44.01 The Board will provide designated Employees, while on duty, with protective equipment as required by the Occupational Health and Safety Act.

44.02 The Board will provide all Facilities employees with a boot allowance of \$250 per year. This will increase if the CUPE 53 and Town of Whitby Full-Time collective agreement provides an increase in the boot allowance.

44.03 Facilities employees will annually be provided with a minimum of:

- two shirts and two pairs of pants (part-time employees)
- five shirts and three pairs of pants (full-time employees)
- one sweatshirt, (both part-time employees and full-time employees)
- two toques, (both part-time employees and full-time employees)
- one pair of winter gloves (both part-time employees and full-time employees) and replacement winter gloves as required.

44.04 Facilities Employees will be provided with one winter jacket/parka upon hire and an additional winter jacket/parka when required.

44.05 Replacement of the clothing may become the Employee's responsibility where it is deemed by the Board that the clothing has been misused or lost without sufficient reason. All clothing replacements will be at the discretion of the Board.

44.06 All Employees who are in receipt of Board-issued clothing must wear the clothing during all working hours, and at no time are they to wear the clothing outside of working hours, except as required to travel to and from work or during breaks.

44.07 Employees will be responsible for the repair and laundry of the clothing.

ARTICLE 45 – CONTINUING EDUCATION

45.01 All Employees may be given opportunities to attend relevant workshops, conferences, meetings, in-house training, and to observe in other libraries on staff time for continuing education.

45.02 Employees wishing to take courses for the purpose of improving their performance or qualifications may apply to the CEO or designate for a leave of absence and/or financial assistance.

- i. Reimbursement for courses taken on a voluntary basis and directly related to library skills may be approved, to a maximum of \$500.00 per Employee per year as budget allows, half payable on a registration and the remainder on successful completion of the course.

- ii. Employees intending to enroll in courses must apply in writing to the Director of Corporate Services as early as possible so that necessary budgetary provision can be made. A decision will be made and given in writing prior to the registration date. Without such prior approval, repayment cannot be guaranteed even if a course has been successfully completed.
- iii. Where practical, Employees will be given every possible opportunity to acquire the necessary new skills relating to relevant new technologies required to perform the essential duties of their position.
- iv. Employees will be reimbursed for tuition, materials (which become the property of the Library), and mileage for courses taken at the request of Management.

45.03 While Management will make every effort to keep a record of staff training and development, Employees are responsible for keeping a complete list of their own professional development records.

ARTICLE 46 – TECHNOLOGICAL CHANGE

46.01 In the event that it may be determined by the Board to substantially change the method of providing library services to the community as a result of technological change and that such change necessitates the displacement of bargaining unit employees, the Board will notify the Union as soon as may be practicable. In addition, the Board agrees to meet with the Union to discuss the technological change and any resulting staffing changes, which shall be carried out in accordance with the terms and conditions of the collective agreement.

ARTICLE 47 – JOINT JOB EVALUATION AND PAY EQUITY

47.01 The Board will abide by and maintain a Joint Job Evaluation Tool and will continue to meet its obligations pursuant to applicable pay equity legislation.

ARTICLE 48 – DURATION

- 48.01** Except where otherwise provided, the provisions of this Agreement shall take effect as of the date of ratification and shall remain in effect until March 31, 2026.
- 48.02** Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given within a period of not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this Agreement.
- 48.03** If notice of amendments or termination is given by either Party, the other Party agrees to meet for the purpose of negotiating within twenty (20) day after the giving of such notice, if requested to do so.

Dated at Whitby, Ontario, this 9th day of February, 2024.

On behalf of the Whitby Public Board:

Michelle Reathke

Jason

On behalf of the Union:

R. Radford

Robert Radford (Feb 18, 2024 11:49 EST)
S. Ferencz

S. Ferencz (Feb 20, 2024 15:20 EST)
L. Best

Lisa Best (Feb 20, 2024 15:28 EST)
S. McNeil

Sue McNeil (Feb 20, 2024 16:12 EST)
Andrea Adair-Tippins

Andrea Adair-Tippins (Feb 20, 2024 16:16 EST)

SCHEDULE "A"
CLASSIFICATIONS AND WAGES

YEAR 1 (3.5% INCREASE EFFECTIVE APRIL 1, 2023)							
Category	Position	Step 1 (start)		Step 2 (FT - 3 months service) (PT - 6 months service)		Step 3 (one year service)	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
A		\$74,675	\$41.03	\$80,735	\$44.36	\$93,330	\$51.28
B		\$72,542	\$39.86	\$79,563	\$43.72	\$86,395	\$47.47
C	Reference Librarian	\$67,385	\$37.02	\$73,807	\$40.55	\$80,244	\$44.09
D	Community Engagement Specialist Archivist Working Foreperson	\$62,649	\$34.42	\$68,616	\$37.70	\$74,602	\$40.99
E	Branch Coordinator Communications Coordinator	\$58,992	\$32.41	\$63,979	\$35.15	\$69,546	\$38.21
F		\$54,521	\$29.96	\$59,717	\$32.81	\$64,919	\$35.67
G	Reference Assistant CAF Assistant Branch Assistant Facilities Attendant Technical Services Assistant Page Coordinator	\$51,038	\$28.04	\$55,928	\$30.73	\$60,828	\$33.42
H	Circulation Assistant, Call In	\$47,889	\$26.31	\$52,443	\$28.82	\$57,001	\$31.32
I	Facilities Assistant	\$44,949	\$24.70	\$49,218	\$27.04	\$53,617	\$29.46

YEAR 2 (3% INCREASE EFFECTIVE APRIL 1, 2024)							
Category	Position	Step 1 (start)		Step 2 (FT - 3 months service) (PT – 6 months service)		Step 3 (one year service)	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
A		\$76,913	\$42.26	\$83,156	\$45.69	\$96,132	\$52.82
B		\$74,718	\$41.05	\$81,950	\$45.03	\$88,980	\$48.89
C	Reference Librarian	\$69,407	\$38.14	\$76,021	\$41.77	\$82,646	\$45.41
D	Community Engagement Specialist	\$64,528	\$35.46	\$70,674	\$38.83	\$76,840	\$42.22
	Archivist						
	Working Foreperson						
E	Branch Coordinator	\$60,762	\$33.39	\$65,898	\$36.21	\$71,632	\$39.36
	Communications Coordinator						
F		\$56,157	\$30.86	\$61,509	\$33.80	\$66,867	\$36.74
G	Reference Assistant	\$52,569	\$28.88	\$57,606	\$31.65	\$62,653	\$34.42
	CAF Assistant						
	Branch Assistant						
	Facilities Attendant						
	Technical Services Assistant						
	Page Coordinator						
H	Circulation Assistant, Call In	\$49,326	\$27.10	\$54,016	\$29.68	\$58,711	\$32.26
I	Facilities Assistant	\$46,297	\$25.44	\$50,695	\$27.85	\$55,219	\$30.34

YEAR 3 (3% INCREASE EFFECTIVE APRIL 1, 2025)							
Category	Position	Step 1 (start)		Step 2 (FT - 3 months service) (PT - 6 months service)		Step 3 (one year service)	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
A		\$79,225	\$43.53	\$85,649	\$47.06	\$99,008	\$54.40
B		\$76,960	\$42.29	\$84,409	\$46.38	\$91,655	\$50.36
C	Reference Librarian	\$71,489	\$39.28	\$78,302	\$43.02	\$85,121	\$46.77
D	Community Engagement Specialist Archivist Working Foreperson	\$66,464	\$36.52	\$72,800	\$40.00	\$79,152	\$43.49
E	Branch Coordinator Communications Coordinator	\$62,585	\$34.39	\$67,875	\$37.29	\$73,781	\$40.54
F		\$57,842	\$31.78	\$63,354	\$34.81	\$68,871	\$37.84
G	Reference Assistant CAF Assistant Branch Assistant Facilities Attendant Technical Services Assistant Page Coordinator	\$54,146	\$29.75	\$59,334	\$32.60	\$64,533	\$35.46
H	Circulation Assistant, Call In	\$50,806	\$27.92	\$55,636	\$30.57	\$60,472	\$33.23
I	Facilities Assistant	\$47,686	\$26.20	\$52,216	\$28.69	\$56,875	\$31.25

**SCHEDULE "B"
REMOTE WORK APPLICATION**

Date of submission:

Name:

Position:

Dept:

Supervisor:

Remote Work	Yes/No
Ad Hoc:	
Scheduled:	

Proposal:

An arrangement schedule may not exceed standard working hours (35h) on average. For scheduled remote work, complete the two-week table below to identify the change in schedule, or suggest an alternative arrangement as an attachment to this application.

Describe below any requirements and how the arrangement will be managed, as well as where the main remote work location will be. For Ad Hoc remote work, describe how and when days will be identified and how they will be communicated/confirmed.

Scheduled Remote Work						
Current location schedule:						
Week	Mon	Tues	Wed	Thurs	Fri	Sat
1						
Week 2	Mon	Tues	Wed	Thurs	Fri	Sat
Proposed location schedule:						
Week	Mon	Tues	Wed	Thurs	Fri	Sat
1						
Week 2	Mon	Tues	Wed	Thurs	Fri	Sat

Questions:

1. How will the proposed arrangement sustain or enhance your ability to be successful in your role?

2. Does the proposed work arrangement require any new or additional equipment/technology? If yes, what is you plan to address this requirement?

3. How do you propose your performance and the success of the proposed work arrangement be monitored? (How/when/how often?)

Approvals:

The decision is at the discretion of the Supervisor. Participation is subject to ongoing review and may be subject to termination at any time based on performance concerns or operational requirements.

Approved:

Declined:

Supervisor comments/justification:

Employee signature:

Date:

Supervisor signature:

Date:

LETTER OF UNDERSTANDING

BETWEEN

THE WHITBY PUBLIC LIBRARY BOARD

(the "Board")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 53.04 (LIBRARY)

(the "Union")

RE: JOINT JOB EVALUATION

The parties will commence the JJE process within 60 days of ratification. Based on the results of the JJE process, implementation of any increases will be carried out as follows:


- i. 50% of the wage increase for each employee as a result of the job evaluation would take effect on January 1, 2025, and
- ii. The remaining wage increase would take effect on January 1, 2026
- iii. It is understood that the Board will request the necessary funding for implementation from the Town of Whitby. In the event the Town does not provide the necessary funding, joint implementation will be revisited by the parties.

Dated at Whitby, Ontario, this 9th day of February, 2024.

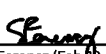
On behalf of the Whitby Public Board:


On behalf of the Union:






Robert Radford (Feb 18, 2024 11:49 EST)




S. Ferencz (Feb 20, 2024 15:20 EST)


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