

**COLLECTIVE AGREEMENT**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1989**

**EFFECTIVE**

**April 1, 2023 – March 31, 2027**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees and to recognize the value of joint discussion, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement and, further, subject to the fulfilling of the objectives of the Employer, to give service to the public in accordance with the following principles as affirmed by the Canadian Library Association:

- (a) It is the responsibility of Libraries to facilitate the exercise of the right of access by acquiring and making available books and other materials of the widest variety, including those expressing or advocating unconventional or unpopular ideas.
- (b) It is the responsibility of Libraries to facilitate the exercise of the right of expression by making available all facilities and services at their disposal.
- (c) Libraries should resist all efforts to limit the exercise of these responsibilities while recognizing the right of criticism by individuals and groups.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1989 as the sole and exclusive collective bargaining agent for all full-time and part-time employees (students employed during the school vacation and persons regularly employed for not more than forty-eight (48) hours per two (2) weeks) employed by the Mississauga Public Library Board in the City of Mississauga, save and except the following classifications: Administrative Assistant; Administrative Coordinator; Business Analyst IT; Community Development Coordinator, Library; Coordinator Library Services; Data Analyst; Director, Library Services; Library Business Consultant; Library Outreach Worker; Library Outreach Worker, Assistant; Manager, Burnhamthorpe and Mississauga Valley; Manager, Hazel McCallion Central Library and Community Development; Manager, Library Children, Youth and Popular Collections; Manager, Churchill Meadows and Meadowvale; Manager, Clarkson, Lorne Park and Sheridan; Manager, Courtneypark and Cooksville; Manager, Erin Meadows and Streetsville; Manager, Lakeview and Malton; Manager, McKechnie and Port Credit; Manager, South Common and Woodlands; Manager, Digital Library Services & Collections; Manager, Library Facilities and Operations; Manager, Library Collections and Material Handling; Manager, Library Innovation and Technology; Manager, Library Operations Planning & Analysis; Manager, Library Makerspaces; Manager, Library Customer Experience; Manager, Library Information Services; Manager, Library Program Development & Training; Manager, Library Social Engagement; Supervisor, Cataloguing – Library;

Supervisor, Library Collection Development; Supervisor, Library Material Handling & Process; and Web Coordinator, and the parties hereby agree to implement the grievance and arbitration procedure concerning all matters included in this agreement and affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

**2.02 Work of Bargaining Unit**

Persons whose positions are excluded from the bargaining unit shall not permanently fill any positions which are presently filled by members of the bargaining unit, nor be used to displace or reduce the hours of work of members of the bargaining unit.

**ARTICLE 3 - NO DISCRIMINATION**

3.01 The Employer and the Union agree that there be no intimidation, discrimination, interference, restraint, harassment or coercion exercised or practised with respect to any employee by reason of race, sex, sexual orientation, age, marital status, political affiliation, religion, creed, nationality, place of residence, and any other prohibited grounds as listed in the Ontario Human Rights Code, or in the exercise of any of their legal rights.

3.02 No employee shall enter into, or be required or permitted by the Employer, to enter into a written or verbal agreement which conflicts with the terms of this Collective Agreement.

3.03 Where any personal pronoun is used in this agreement, it shall mean and include all gender pronouns.

**ARTICLE 4 - RELATIONSHIP**

4.01 The parties affirm their joint commitment to work together in the spirit of communication, collaboration and proactive problem solving in a mutually respectful manner.

4.02 The parties hereto mutually agree that any employee of the Employer covered by this agreement may become a member of the Union if they wish to do so and may refrain from becoming a member of the Union if they so desire. All employees within the bargaining unit shall be required to pay the equivalent of Union Dues, as provided in this Article.

4.03 The Employer shall deduct from each pay cheque any monthly dues in accordance with the Union Constitution and By-Laws. Deductions shall be made from each pay cheque and shall be forwarded to the Union not later than the fifteenth (15th) day of the following month accompanied by the names of

employees from whose wages the deductions have been made together with the amount deducted from every employee.

- 4.04 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and to provide each employee with a copy of the collective agreement. The Employer shall draw to the attention of new employees the provisions of Article 14 - Layoffs and Recalls - and the possibility of 'bumping' in the event of layoff.
- 4.05 The Employer agrees to provide documentation to all new and transferring employees concerning who their supervisor, Manager or designate will be for reporting purposes. In addition the Employer will provide to the Local copies of documentation such as notices, etc., which announce changes to supervision and/or organization.
- 4.06 The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, library location/ organizational unit and employment status (such as full-time, part-time, or temporary) and indicate if the employee is on a leave of absence. The employee list will be provided in an electronic spreadsheet to the Union designate every 6 months.
- 4.07 The Union shall be notified of the full name, position, employment status (e.g. full-time, part-time, temporary), start date, and library location/organizational unit of all employees hired into the bargaining unit within fourteen (14) calendar days of the first day of employment.
- 4.08 Upon request of the Union and subject to facilities being available, the Board will provide the Union with a room at Hazel McCallion Central Library for up to two (2) meetings per year at no charge to allow the Union to meet with its membership. Employees who choose to attend such meetings shall do so on unpaid time.
- 4.09 On a quarterly basis, a representative of the Union shall be given the opportunity to provide a group orientation to all employees who have not yet received a Union orientation, within regular working hours without loss of pay for a maximum of sixty (60) minutes. Such orientation is to take place at a time and place acceptable to the Employer. The purpose of such meeting is to acquaint the new employee with their rights, responsibilities and obligations to the Union. The Employer shall have an opportunity to provide an orientation either before or after the union orientation.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively in the Employer

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, suspend employees, and to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that they have been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that before new rules are enacted and existing rules are altered, a copy shall be given to the executive committee and an opportunity given to them to make representations;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs , the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain with the Employer except as limited by the provisions of this agreement.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.01 (a) The Employer agrees to recognize the following:
- (i) an Executive Committee consisting of the following positions: President, Vice-President, Secretary-Treasurer, Recording Secretary, and a Chief Steward;
  - (ii) a grievance committee of not more than five (5) members of the Local plus the Local President or designate;
  - (iii) a negotiating committee of not more than three (3) unionized Mississauga Library employees plus the Local President, or the President's Designate, and the Vice-President, or the Vice-President's Designate, and the Chief Steward;
  - (iv) a minimum of fifteen (15) Stewards to provide Union Representation to bargaining unit employees as follows and further, the Union will endeavour to appoint one (1) Steward for each branch and department;

<b>Branch/Department</b>	<b>Minimum Number of Stewards</b>
Burnhamthorpe, Churchill Meadows, Clarkson, Cooksville, Courtneypark, Erin Meadows, Frank McKechnie, Lakeview, Lorne Park, Malton, Meadowvale, Mississauga Valley, Port Credit, Sheridan, South Common, Streetsville, Woodlands	10
Hazel McCallion Central Library	2
Cataloguing, Material Handling, Processing	2
Programming Training and Development, Collections	1

- (v) five (5) members appointed by the Union who shall be responsible and trained by the Union to work with the Employers' Employee Health Services to promote early and safe return to work opportunities for all employees that do not risk their health, or the health of others.

6.02 For the purposes of this article, the name and position of each of the committee members and Stewards 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 members or Stewards until it has been notified.

6.03 The Employer undertakes to instruct all members of its management staff to co-operate with the committee members in the carrying out of the terms and requirements of this agreement.

6.04 The Union undertakes to secure from its committee members and members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.

6.05 (a) Union Stewards may be released from work to attend pre-scheduled Union training and/or meetings. Such book-off time shall be requested in blocks of no less than three (3) hours at a time Monday to Friday. Requests for the said leave will be given to the Director, Library Services at least (20) calendar days in advance and will be evaluated based on operational needs. Regular wages will be kept whole by the Employer and reimbursed by the Union. The hours of said leave shall not exceed 250 hours per calendar year in the aggregate.

(b) Union members shall be permitted to leave their work site without loss of regular pay to attend to union business on the following conditions:

- (i) Such business must be between the Union and the management.
- (ii) The time shall be devoted to the prompt handling of necessary union business.
- (iii) The Union members concerned shall obtain the permission of the Manager or designate concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (iv) The Employer reserves the right to limit such time if it deems that the time so taken may adversely affect the operation of the Library.

6.06 The Employer will provide the Union up to one hundred (100) hours annually to conduct Union business. Such book-off time shall be requested in blocks of no less than three (3) hours at a time Monday to Friday. Requests for the said leave will be given to the Director, Library Services at least (20) calendar days in advance and will be evaluated based on operational needs. Regular wages will be kept whole by the Employer and reimbursed by the Union.

6.07 All correspondence between the parties, arising out of this agreement or incidental thereto, shall be to and from the Director, Library Services or designate, to the Local Recording-Secretary and the Local President or designate.

6.08 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.09 Subject to the provisions of Article 6.05 (b) (iv) and exigencies of services, the Union President (or designate if the President is on paid time off), shall be granted not more than two (2) unpaid days off per week, one being Wednesday, for Union business. The Vice President, Secretary-Treasurer, Recording Secretary, and Chief Steward, shall be granted one day off every other Wednesday for Union business. A change in the day of the week may be requested with at least twenty (20) days' notice for a member of the Executive. Requests for changes will be evaluated based on operational needs. The Vice President shall be granted one additional day a week to be allocated for union use on an as need basis. The Secretary-Treasurer will be granted one (1) additional day off per calendar month for Union business.

All such time shall be taken at a time mutually agreeable to both the Union and the Employer and shall be paid to employees in the usual manner; the Employer shall be reimbursed by the Union.

The Union will provide to the Employer a schedule of such book-off time on a semi- annual basis.

6.10 Both full-time and part-time Negotiations Committee members scheduled to work on a day when negotiations are to be held will have their shifts re-scheduled (if necessary) so that their shift will commence at the scheduled time of the negotiations meeting on such days. The committee member will then be paid their regular wage for the time spent at the meeting. At no time will a committee member be paid more than the normal number of hours for which they would have been entitled had their shift not been re- scheduled.

If a negotiations meeting adjourns prior to the end of the committee member's regular or re-scheduled shift, the committee member must choose to do one of the following:

- (a) Return to work for the remainder of their shift and receive normal payment for the full duration of their shift for the day.
- (b) Not return to work and not be compensated by the Employer for time not spent in direct negotiations.
- (c) Not return to work and be compensated by the Union for the remainder of their shift not worked.
- (d) Not return to work and have the number of hours not worked deducted from their accrued lieu or vacation time provided enough is banked to do so.

6.11 The parties agree to meet on a monthly basis, or as needed, to discuss issues that affect the operations and employees of the Library. The Employer will pay wages for all time spent at the meeting, and for required travel time to and from their place of work for meetings which fall within their scheduled hours of work. Each party will designate up to six (6) people to attend the meetings. The parties agree that agenda items will be exchanged within seven (7) calendar days prior to the established meeting date.

## **ARTICLE 7 - NO STRIKES - NO LOCK-OUTS**

7.01 In view of the orderly procedures established by this agreement for the amicable settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there will be no strike, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 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. Also for purposes of Article 8, "supervisor" is deemed to be the non-union supervisor. For the purposes of Articles 8, 10, and 11, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays and paid holidays.

- 8.02 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. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor or in the case of a job posting dispute, with the Supervisor concerned. If upon completion of said discussion the matter is not resolved, it may be grieved and disposed of in the following manner:

**STEP #1**

The employee may submit a written grievance to their Branch Manager or Department Manager or in the case of a job posting dispute to the Supervisor concerned. Such grievance must be submitted within ten (10) WORKING days for full-time employees; or ten (10) CALENDAR days for part-time employees, of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved and the committee member, at which time the matter will be discussed. The employee shall be accompanied by their committee member. The supervisor shall submit their answer in writing within two (2) WORKING days for full-time employees; or two (2) CALENDAR days for part-time employees, of the filing of the grievance at Step #1.

**STEP #2**

Failing settlement of the grievance at Step #1, or failure of the supervisor to submit their reply within the prescribed period, the employee and the committee member shall present their grievance in writing to the Director, Library Services or non-union designate of the Employer within five (5) WORKING days for full-time employees; or five (5) CALENDAR days for part-time employees after the reply is received, or should have been received, in Step #1. The Director, Library Services or non-union designate shall convene a meeting of the parties to consider the grievance within five (5) WORKING days for full-time employees, or five (5) CALENDAR days for part-time employees, of the filing of the grievance at Step #2. The griever shall be represented by the grievance committee and the griever shall be present. Either party may have outside representation up to two persons provided twenty-four (24) hours notice of such representation is given in advance to the other party. The Director, Library Services or non-union designate shall have seven (7) WORKING days for full-time employees; or seven (7) CALENDAR days for part-time employees, from the date of such meeting to render a decision.

- 8.03 (a) Individual/Personal Grievance

Where an employee has an issue regarding the interpretation or alleged violation of the collective agreement they may submit an individual or personal grievance. Such grievances shall be initiated at Step 1.

(b) 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. Such grievances shall be initiated at Step 1 and the Union shall assign up to two (2) grievor(s) to represent the group. The Union will reserve the right to add the names of other grievors as they become known until the grievance has been resolved.

(c) 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.

## **ARTICLE 9 - MEDIATION**

9.01 At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Articles 8 and 10 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

- (a) The parties will agree on a list of ten (10) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.
- (b) The mediation session will be attended by maximum of five (5) representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- (c) Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within 60 days of the appointment then the

appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.

- (d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session.
- (e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved nor shall it be raised, discussed or relied upon at Arbitration.
- (f) The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- (g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.
- (h) The Mediator shall not act as the Arbitrator.

## **ARTICLE 10 - ARBITRATION**

- 10.01 Both parties to this agreement agree that any difference or grievance which has been properly carried through all the applicable steps of the grievance procedure outlined in Article 8 and which has not been settled will, at the written request of either of the parties, be referred to a board of arbitration, within thirty (30) WORKING days for full-time employees; or thirty (30) CALENDAR days for part-time employees, of the Director, Library Services, or non-union designate's answer at the Step #2 Level of the Grievance Procedure.
- 10.02 (a) The board of arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as chairman chosen by the other two members of the board.
- (b) Either party to this Collective Agreement may invoke the provisions of Section 46 of The Ontario Labour Relations Act and thereby request that a matter for arbitration be referred to a Single Arbitrator.
- 10.03 Within five (5) WORKING days for full-time employees; or seven (7) CALENDAR days for part-time employees, of the request by either party for a board, the other party shall notify the party requesting arbitration in writing of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration may apply to the Labour Management Arbitration Commission requesting appointment of a nominee.

- 10.04 Should the person chosen by the Employer to act on the board and the person chosen by the Union fail to agree to a third person within ten (10) WORKING days for full-time employees or ten (10) CALENDAR days for part-time employees, of the notification mentioned in 10.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as chairman.
- 10.05 For the purposes of this agreement, the decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs. The decision of the board shall be final and binding.
- 10.06 The board of arbitration 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 decisions inconsistent with the terms and provisions of this agreement.
- 10.07 Each of the parties to this agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the chairman.
- 10.08 No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that board of arbitration.

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

- 11.01 A claim by an employee that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director, Library Services or non-union designate at Step #2 of the grievance procedure within five (5) WORKING days for full-time employees or five (5) CALENDAR days for part-time employees, after the employee ceases working for the Employer and, for the purposes of this article, Step #1 shall be waived. Such special grievance may be settled by mutual agreement of the parties, in writing, at any time by:
- (a) confirming the management's action in dismissing or suspending 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.
- 11.02 Where the Employer or their authorized agent deems it necessary to take formal disciplinary action against an employee (including disciplinary warnings), such disciplinary actions shall be confirmed in writing and a copy to the Unit Chair.

Employees shall be given prior notice of formal disciplinary meetings and shall have the right to request union representation at such meetings.

- 11.03 The parties agree that an employee will be notified promptly in writing of any serious concern regarding their work performance, following the normal progressive discipline procedure. This notice shall include particulars of the work performance which led to such dissatisfaction with a copy to the personnel file. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their personnel file.
- 11.04 Disciplinary documentation contained in an employee's personnel file in the form of verbal and/or written warning will not be relied upon by the Employer for further disciplinary action, if more than 24 months have passed since the date of such warning and the employee received no further disciplinary notification in that twenty-four (24) month period. The exception to this article will be any discipline imposed due to harassment or incidents of violence in the workplace.
- 11.05 Nothing shall be placed in an employee's personnel file concerning poor performance without the employee's knowledge.

An employee shall have the option of adding their own comments to their personnel file should there be a matter to which they choose to respond.

- 11.06 The Employer agrees that for purposes of filling job vacancies, information pertaining to the individual's performance during the period of time covered by the employee's last three (3) regular annual performance appraisals will be the only information considered from the employee's personnel file

## **ARTICLE 12 - TIME LIMITS**

- 12.01 For the purposes of Articles 8, 10 and 11 and all grievances processed thereunder, where there is a continuous liability all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing. Such extension shall not be unreasonably withheld.

## **ARTICLE 13 - SENIORITY**

13.01 Seniority, as referred to in this agreement, shall mean length of continuous full-time and part-time service. Seniority shall operate on a bargaining-unit-wide basis.

### **13.02 New Hires to the Bargaining Unit**

A full-time employee will be considered on probation for a period of twenty six (26) weeks. A part-time employee will be considered on probation during their first 390 hours of work but in no case for less than twenty six (26) weeks. An employee will have no seniority rights during their probationary period. When an employee acquires seniority their seniority shall date back to the day on which their full-time or part-time employment began.

13.03 The Seniority list will be revised every six (6) months. An electronic copy of the list including an employee's "Grade and Step" will be posted on the internal library staff web page, and an electronic copy will be sent to the Union. If an employee notices a discrepancy on the list, they will notify management. The Employer shall correct the discrepancy and notify the Union of the correction or respond in writing to the employee and the Union within ten (10) days.

13.04 Seniority shall terminate and an employee will cease to be employed by the Employer when they:

- (a) voluntarily quits their employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) are off the payroll for a continuous period of seventy-eight (78) weeks due to lay-off;
- (d) is off the payroll for a continuous period of one hundred four (104) weeks or the accrued sick leave credits, whichever is greater, due to illness/disability. The Employer will attempt to provide work where a person has been off the payroll, due to illness/disability, for more than fifty two (52) weeks or the accrued sick leave credits where such sick leave credits exceed fifty two (52) weeks;
- (e) in the case of a full-time employee, accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Employer to be confirmed in writing. Consent is not to be unreasonably withheld;
- (f) As a part-time employee is absent without leave for three (3) consecutive scheduled shifts or, as a full-time employee, is absent without leave for five (5) consecutive days during which time they have not contacted their

manager/supervisor or designate, and provided an explanation for their absence.

- (g) fails to respond or report for work within five (5) WORKING days for full-time employees; or five (5) CALENDAR days for part-time employees, after date of receipt of a registered letter from the Employer following a lay-off, unless absent for a reason satisfactory to the Employer;
- (h) has been certified by a doctor employed by the Workers' Compensation Board as being totally disabled;
- (i) in the case of a part-time employee is not actively employed for a period of twenty six (26) weeks, however this part shall not apply to employees absent from work as provided for in part (c) and (d) of this section, nor in the case of part-time employees absent due to approved Leave of Absence or extensions to maternity and adoption leaves.

13.05 It shall be the duty of each employee to notify the Human Resources Unit, Community Services, promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

#### **13.06 Transfers outside the Bargaining Unit**

No employee shall be transferred to a position outside this bargaining unit without their written consent.

If an employee is transferred to a position outside the bargaining unit, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit, provided the return is within fifty-two (52) weeks or seventy-eight (78) weeks in instances of Pregnancy/Parental leaves.

The employee shall retain a right to return to their home position within the bargaining unit subject to Article 14. An employee not returned to the bargaining unit within the specified periods above shall forfeit their bargaining unit seniority.

During this period of leave, the employee will continue to pay Union dues based on the rate of pay in the former position.

The Employer shall notify the Union in writing of the reasons for filling the position on a temporary basis.

13.07 Part-time employees becoming full-time or temporary full-time, shall be credited for fifty percent (50%) of each full month of part-time service for the purpose of vacation entitlement only. For the purpose of this Article, half a month equals fifteen (15) days.

13.08 The Employer agrees on behalf of the Corporation of the City of Mississauga and the Library Board, that employees transferring from/to the Employer to/from the City will be entitled to: computation of the OMERS pension; Sick Leave, dependant upon the plan in effect in the department to which the employee transfers, and vacation dependant upon the plan in effect in the department to which the employee transfers.

#### **ARTICLE 14 - LAY-OFFS AND RECALLS**

14.01 In the event of a lay-off, employees shall be laid off in reverse order of seniority provided their replacement has the necessary ability to perform the duties of the position.

Similarly, employees shall be recalled in order of seniority provided they have the necessary ability to perform the duties of the position.

14.02 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fourteen (14) calendar days for full-time and part-time employees, prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

14.03 The Employer agrees that it will discuss with the Union and the employees a scheduled lay-off prior to its implementation and that it will use every reasonable effort to assist employees affected by a lay-off to find alternative employment.

14.04 An employee on lay-off shall not lose their recall rights if, when recalled for a period of eight (8) weeks or less, they refuse to return to work.

#### **ARTICLE 15 - VACANCIES**

15.01 All cases of vacancy, promotion and transfer shall be based on the following factors:

- (a) skill, competence and efficiency; and
- (b) seniority.

Where, in the judgement of the Employer, the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

15.02 A full-time position shall not be considered a permanent vacancy when the employee is not at work because of sickness, accident or leave of absence for

fifty-two (52) weeks or less or seventy-eight (78) weeks for Pregnancy/Parental leave or less or obtains a position pursuant to Article 17.04 (b).

15.03 In the event the Employer cannot start the employee within two weeks of the signed acceptance of the job offer in the new position, the employee will be compensated at the new higher rate with benefits, if applicable.

**15.04 Temporary Vacancies**

Temporary vacancies shall mean those of a long-term nature, that are the result of resignation, retirement, new job classification, extended illness, workplace injury, or leave of absence, etc.

(a) Temporary vacancies anticipated to be less than sixteen (16) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. Part-time employees at that location may agree to work up to sixty (60) hours in a bi-weekly pay period to fill the available hours. In the event the shifts are not filled by staff at that location, they may be offered to staff at the partnered location(s). Part-time employees being offered additional hours would be at a level determined by management, based on operational needs. The Employer will endeavour to distribute shifts in order of seniority. The Employer will notify the Union when there is such a vacancy and who will be filling that temporary vacancy.

(b) A temporary vacancy anticipated to be more than sixteen (16) weeks will be posted stating the estimated duration of the temporary vacancy which will not exceed fifty two (52) weeks. At the end of the temporary vacancy, the employee filling the vacancy shall be returned to their home position.

In the event that a part-time employee is the successful applicant, such employee shall retain their part-time status during the temporary vacancy. An employee filling a temporary vacancy of sixteen (16) weeks or longer shall not be eligible to apply for any other temporary posting until they have completed two-thirds (2/3) of the temporary position, except if:

- i) The job constitutes a promotion to a higher grade; or
  - ii) The job change would constitute a change from “temporary” to “permanent”; or
  - iii) The job change would constitute a change in status from part-time to full-time
- (c) Employees will be limited to accepting two (2) temporary positions within the same grade within a twelve (12) month period.

## **ARTICLE 16 - JOB POSTING**

- 16.01 When a vacancy occurs or a new position is created, inside or outside the bargaining unit, the Employer shall post a notice on the Employer's electronic posting site for a minimum of seven (7) calendar days so that interested employees can apply. However, it is understood and agreed that the filling of a position outside of the bargaining unit shall not be the subject matter of a grievance. The Employer will notify the Union electronically of job postings.
- 16.02 The job posting shall include: the job title and classification of the position; salary range, or hourly rate; job responsibilities; qualifications; full or part-time status; permanent or temporary (including duration); minimum and maximum hours of work per normal biweekly pay period; bargaining unit status; work location; and closing date for the competition.
- 16.03 No outside applicant for any vacancy within the bargaining unit shall be considered until every unsuccessful applicant within the bargaining unit has received written/verbal notification.
- 16.04 The successful applicant shall be placed on trial for a period of thirteen (13) weeks for full-time employees or three hundred (300) hours for part-time employees. During the trial period, employees must remain in their new position unless the successful applicant proves unsatisfactory, is unable to perform the duties of their new position or requests to leave the position. In the above circumstances, the successful applicant shall return to their previous home position without loss of seniority, their home position salary or benefits if applicable. Any employee affected by the successful applicant being returned will be similarly returned to their previously held home position.
- 16.05 Notification to Employee and Union
- Within seven (7) calendar days for full-time employees or fourteen (14) calendar days for part-time employees, of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the internal library staff web page. The Union shall be notified of all appointments, hires, lay-offs, transfers, recalls, resignations and retirements of employment within the bargaining unit by the Human Resources Division on a monthly basis.
- 16.06 Subject to Article 15.02, temporary full-time positions shall be considered permanent after fifty two (52) weeks with the exception of Pregnancy/Parental leaves where temporary full-time positions shall be considered permanent after seventy-eight (78) weeks. Part-time employees who work fifty-two (52) weeks or longer in a temporary full-time assignment will be entitled to the following from the first date of the assignment,
- a) paid holidays as per Article 23.01 (a)

b) vacation entitlement as per Article 13.07 (based on length of temporary assignment)

16.07 An employee who is not the successful candidate for a posted position may request a meeting with the Hiring Manager involved in the process to discuss their application and interview.

## **ARTICLE 17 - LEAVE OF ABSENCE**

17.01 Employer shall grant a leave of absence without pay or loss of seniority if an employee requests it in writing at least ten (10) working days in advance of said leave. Such a request shall be submitted to the Manager and then approved by the Director of Library Services provided such leave is for good and sufficient reason and does not unreasonably interfere with the efficient operations of the Employer. Under this article pregnancy and parental leave extensions may be requested. Such requests shall not be unreasonably withheld.

In the case of an unpaid leave of absence for a full-time employee, for a period under 30 days, an employee's benefits and review dates will remain unchanged. Any granted leave of absence, of thirty (30) days or more, will result in a revision to the employee's review date and the employee must pay the premium cost to maintain their extended health care and dental benefit coverages. Life, LTD, and AD&D benefits are not available for purchase.

17.02 Leave of absence without pay, and without loss of benefits or seniority, shall be granted to attend union conventions or conferences, provided however that such leaves will not total more than forty (40) working days per year for full-time employees, or not more than fourteen (14) working shifts for part-time employees. No more than four (4) persons shall for full-time, or part-time, be granted leave at any one time. Leave may be granted provided it does not interfere with the efficient operations of the Employer. Such leave is not to be unreasonably withheld. Such request is to be given to the Director, Library Services at least twenty (20) working days for full-time employees, or twenty (20) working shifts for part-time employees, in advance.

17.03 The Employer recognizes the right of the employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without loss of seniority, and without pay, so that employees may be candidates in a federal, provincial or municipal election.

17.04 (a) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority, and without pay, for a period of fifty two (52) weeks. Such leave may be

renewed each year, on request, during their term of office, and must be approved by the Union.

- (b) An employee who is elected or selected for a full-time position with CUPE Local 1989, shall be granted a fifty two (52) week leave of absence without loss of seniority. Regular wages and benefits will be kept whole by the Employer and reimbursed by the Union. At the discretion of the Director, such leave may be renewed or extended. It is agreed that to accommodate this leave, part-time employees who back-fill in a full-time position may do so for up to fifty two (52) weeks with no change to entitlement or employment status.

17.05 An employee shall be allowed the necessary time off with pay to process their Canadian Citizenship Application, not exceeding one (1) day.

#### 17.06 Medical Care Leave

Full-time employees shall be allowed up to fourteen (14) hours per annum paid leave of absence in order to engage in personal preventive medical and dental care. Employees may be required to show proof of such dental or medical care.

17.07 Part-time employees may request an unpaid leave of absence through their Manager or designate when they are ill or disabled and unable to work. Such requests shall not be unreasonably withheld. The Employer will provide the employee with a Record of Employment (ROE) upon a break in an insurable period of employment.

17.08 Where an employee requires time-off for the care of a dependent, they may utilize the provisions of Article 17.01 and/or Article 27.09.

### **ARTICLE 18 - STAFF DEVELOPMENT**

18.01 Upon request to the Employer, an employee elected or appointed to office in a national or provincial library organization shall be granted every assistance deemed possible by the Employer.

18.02 For Full Time Employees: Where an employee wishes to participate on their own time in a course of training or education, which is not essential to the performance of their duties but which, in the opinion of the Employer, will provide a skill or knowledge of value to the library system, upon approval the Employer will pay one half of the course fee upon registration and the second half upon the employee's successful completion of the course.

For Part Time Employees: the Employer shall continue its current practise to consider requests for reimbursement on a case by case basis.

- 18.03 Subject to financial ability, the Employer will endeavour to send employees to the annual conference of the Provincial and National Library Organizations. If an employee has specialist qualifications, they may attend an annual conference in their subject specialization in lieu of a library conference. An employee who serves as an executive official in the said organization shall receive first consideration.
- 18.04 The Employer, subject to financial ability, shall give employees the opportunity to participate in seminars, workshops or short courses, with the agreement of their Manager or designate. At the discretion of the Employer, an employee shall be given necessary assistance to undertake library-oriented research and projects.
- 18.05 Subject to Manager pre-approval and upon proof of payment, all employees who have passed their probationary period will be reimbursed up to \$50.00 annually toward one (1) membership in a recognized library association (such as but not limited to Ontario Library Association, Ontario Association of Library Technicians).
- 18.06 On an annual basis, during the performance appraisal process, employees will be given the opportunity to identify training and educational goals for career development. Such identified training needs or opportunities will be given serious consideration by the Employer. Where the Employer determines to send employees to in-house training courses, the Employer will cover the cost of training without loss of pay.
- 18.07 On an annual basis the employer shall meet with the Union in order to discuss upcoming training and staff development opportunities for the upcoming year.
- 18.08 The Employer shall provide adequate training to all employees affected by significant changes to library-led policy and/or procedures with no less than 30 days notice prior to implementation.
- 18.09 Schedulers will normally be provided a minimum two (2) weeks advance notice to schedule training.

## **ARTICLE 19 - BEREAVEMENT LEAVE**

- 19.01 An employee will be allowed five (5) days off with pay in the event of the death of their parent or person in loco parentis, spouse (includes a person with whom an employee is living in a spousal relationship), child, or dependant, to make arrangements for and attend the funeral. Part-time employees are eligible for the consecutive days of bereavement leave and will be paid according to their scheduled shifts. Up to two additional days may be allowed with pay for full-time staff, or without pay for part-time employees, by the Manager for travelling purposes to and from the funeral.

- 19.02 An employee will be allowed three (3) days off with pay in the event of the death of their sibling, step sibling, step parent, sibling-in-law, parent-in-law, grandparents, grandchild, to make arrangements for and attend the funeral. Part-time employees are eligible for the consecutive days of bereavement leave and will be paid according to their scheduled shifts. Up to two additional days may be allowed with pay for full-time staff, or without pay for part-time employees, by the Manager for travelling purposes to and from the funeral.
- 19.03 In the event of the death of an employee's daughter-in-law, or son-in-law, aunt or uncle, employees will be entitled to one (1) day off with pay for full-time and one (1) scheduled shift with pay for part-time employees.
- 19.04 If during the term of this Collective Agreement, the Corporation amends the bereavement policy for any City employee, save and except Fire, the policy in its entirety will replace current Article 19 if such amendments are desired by the Union.

#### **ARTICLE 20 - PAID JURY OR COURT WITNESS LEAVE**

- 20.01 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee their normal earnings provided they turn over to the Employer the amount received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received.

For full-time employees: 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.

For part-time employees: Time spent by an employee required to serve as a court witness in any matter arising out of their employment where they are acting on behalf of the Employer shall be considered as time worked at the appropriate rate of pay.

#### **ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE**

- 21.01 Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.
- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they is able to resume her work.

Additional leave of absence may be taken under 21.01 (h) Parental Leave.

- (b) An employee who does not apply for leave of absence under 21.01 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.01 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of her delivery.
- (c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.
- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began.
- (e) Such absence is not an illness under the interpretation of this agreement.

- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that they intend to take parental leave.
- (h) **Parental Leave**
  - (i) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care of custody of the employee, shall be entitled to parental leave.
  - (ii) A parent includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed within fifty- three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
  - (iv) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began if the employee took pregnancy leave and thirty-seven (37) weeks after it began otherwise or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
  - (v) For the purposes of Parental leave, the provisions under 21.01 (d) (e) and (f) shall also apply.

- (i) The non-union Maternity Supplement policy will be extended to full-time employees. Should the non-union maternity supplement change, such change will be extended to the full-time employees covered by the Collective agreement. The current maternity supplement provided by the City is:
  - i) Payment will be provided to eligible employees, in addition to the Maternity Benefits provided by EI, to bring the employee's income before deductions to 95% of her regular employment earnings for the first six weeks of pregnancy leave
  - ii) Employees with regular employment earnings more than the maximum yearly insurable earnings used by EI will continue to receive the Maternity Benefit Supplement to bring their income before deductions to 55% of regular employment earnings for weeks 7 to 17 of their pregnancy leave.

**ARTICLE 22 - WAGES**

22.01 Schedules 'A' and 'B' attached hereto headed Wages and Classifications are hereby made part of this Agreement.

22.02 The Employer shall pay salaries and wages in accordance with Schedules 'A' and 'B', attached hereto and forming part of this Agreement. Payment of salaries and wages shall be every second Thursday.

**ARTICLE 23 - PAID HOLIDAYS**

23.01 (a) For full-time employees: The following paid holidays, regardless of when they fall, will be granted with pay to all employees:

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	Two Floating Days
Victoria Day	Thanksgiving Day	

Two Floater Holidays are to be taken and any other day proclaimed by the Lieutenant-Governor of Ontario or the Governor General of Canada. An employee shall provide their immediate Manager or designate with five (5) working days notice prior to taking the floater holiday.

The Library shall close at 1:00 p.m. on Christmas Eve and at 5:00 p.m. on New Year's Eve. Employees shall work one-half day (3.5 hours) as scheduled at

straight time during each of these days. Notwithstanding the above, the employee shall receive a regular full day's pay for each of these days.

An employee who works additional time during scheduled library hours on Christmas Eve and/or New Year's Eve shall receive lieu time for the hours worked over and above 3.5 hours for each of these days. The employee will be required to use this lieu time within the same pay period as the holiday where the lieu time was earned.

For the purposes of this article, the half day shall be deemed to be the last scheduled working day prior to the said holiday.

(b) For Part-time employees: The following paid holidays, regardless of when they fall, will be granted with pay to all part-time employees:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day

23.02 Payment for such holidays shall be based on the employee's regular rate of pay they would normally have earned on such day. When any of the said holidays fall on other than a regular working day, the Employer may designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated.

23.03 (a) For Full-time employees: To qualify for payment for the above days, the employee must work the scheduled shift before and the scheduled shift after such holiday, except in the event of sick leave, vacation, bereavement leave or paid jury or court leave. In the case of an unpaid leave of absence of ten (10) working days or less payment will be made for the holiday provided the employee works either the scheduled shift before or the scheduled shift after such holiday.

(b) For Part-time employees: Public Holiday Pay is determined by calculating the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by twenty (20); the employee must work their scheduled regular day of work preceding or following the holiday. Any changes in the Employment Standards Act will be reflected in this Clause.

23.04 Where for any cause an employee works on any of the above holidays, such employee shall be entitled in each instance to payment for only the hours so worked at the rate of time and one half (1 ½) plus a paid day off in lieu of the said

holiday for full-time employees. Such day off in lieu is to be mutually agreed upon between the employee and the immediate non-union supervisor, Manager or designate or Director of Library Services. Part-time employees will be paid at the rate of time and one half (1 ½ ) for any hours worked plus any applicable public holiday pay. All work on a holiday shall be on a voluntary basis, as per Article 28.03.

23.05 While the City observes the National Day for Truth and Reconciliation, it shall be treated as a paid holiday in accordance with the provisions of the Memorandum signed between the parties on September 28, 2021 and this article for full-time and part-time employees.

## **ARTICLE 24 - VACATIONS**

24.01 The vacation year shall be from July 1st of one calendar year to June 30th of the following calendar year. The vacation year will be calculated on a January 1 to December 31 vacation year. No employee shall be adversely affected.

24.02 For full-time employees: Vacation entitlement shall be based on the number of completed years of service as of July 1st in the year following the vacation year and shall be calculated on the amount of service, in each vacation year. In the case of an employee off work on an unpaid leave of absence (except maternity leave) , vacation entitlement shall be reduced on a pro-rated basis for every twenty (20) consecutive working days of absence in each vacation year.

24.03 (a) For full-time employees: Vacation shall be calculated on the following basis:

- (i) in the first year of employment , vacation credits shall be on the basis of one (1) day for each month of service to a maximum of ten (10) days vacation with pay; thereafter
- (ii) an employee who has completed one (1) year of service as of June 30th, immediately preceding the vacation year, shall receive ten (10) days vacation with pay;
- (iii) an employee who has completed two (2) years of service as of June 30th, immediately preceding the vacation year, shall receive fifteen (15) days vacation with pay;
- (iv) an employee who has completed four (4) years of service as of June 30th, immediately preceding the vacation year, shall receive twenty (20) days vacation with pay;
- (v) an employee who has completed eighteen (18) years of service as of June 30th, immediately preceding the vacation year, shall receive twenty-five (25) days vacation with pay.

- (b) For part-time employees: Vacation will be granted on the following basis:
  - (i) Employees with less than one (1) year continuous service will receive one (1) day of unpaid vacation for each month of continuous service to a maximum of ten (10) calendar days.
  - (ii) Employees with more than one (1) year of continuous service will receive two (2) weeks or ten (10) single vacation days unpaid.
  - (iii) Vacation pay will be calculated at a rate of four percent (4%) of the gross calendar pay earnings if the employee's period of employment is less than five (5) years or six percent (6%) of the wages if the employee's period of employment is five (5) years or more of continuous service, and will be paid to the employee on the final pay of the calendar year.
  - (iv) Payment of accumulated vacation earnings may be requested with at least four (4) weeks written notice.
- (c) Effective January 1, 2025, vacation pay will be calculated at the rates above and will be paid to part-time employees bi-weekly pay.
- (d) With the introduction of Floater Program, effective November 1, 2024, the vacation entitlements noted above have been updated in accordance with the table shown in Appendix N.

24.04 For full-time employees: Vacation pay shall constitute the normal day's salary per day for each day of paid vacation.

24.05 Full-time employees who wish to take their vacation prior to December 31st of a vacation year, but after July 1st of the same vacation year, may be allowed to take the full vacation credits that they would otherwise accrue as of the end of the said vacation year.

24.06 Full-time employees who wish to take their vacation prior to July 1st of the said vacation year, but after January 1st of the said vacation year, may be allowed to do so. However, such employee will be allowed to take vacation only to the extent of earned vacation credits at the time the vacation is taken.

24.07 Vacation leave shall be taken at a time suitable to the needs of each branch/department and requests will be responded to in a timely manner. Vacation pay will be calculated at the rates above and will be paid to part-time employees bi-weekly pay. All minimum vacation entitlements per the *Employment Standards Act, 2000*, shall be taken.

- 24.08 For full-time employees: Should one or more holidays as set out in Article 23.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off.
- 24.09 An employee shall be entitled to receive their full vacation entitlement in an unbroken period.
- 24.10 The regular vacation period may be extended as unpaid leave of absence after six (6) months of continuous employment when approved by the Director, Library Services.
- 24.11 Where a full-time employee qualifies for sick leave (supported by a doctor's certificate) during their vacation period, the employee shall be allowed to substitute unused sick leave credits or incidental days or STD, if applicable, to the extent of the illness. The unused balance of vacation credits so affected shall be taken at a time or times suitable to the employee and the Director, Library Services.
- 24.12 When an employee is transferring from a full-time to a part-time position, the employee will have the option of having any vacation credits greater than a two (2) week entitlement to be paid out.

#### **ARTICLE 25 - SICK LEAVE (Full-time employees only)**

##### **25.01 Disability Leave Defined**

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

There are two (2) disability leave plans covering full-time employees according to their date of hire.

##### **25.02 Proof of Illness**

An employee may be required by the Employer to produce a certificate from a medical practitioner for any non-culpable illness in excess of three (3) consecutive working days certifying that they were unable to carry out their duties due to illness.

##### **25.03 Short Term Disability Income Programme**

Any full-time member of CUPE Local 1989 hired after 1 October 1984, will be covered by a Short Term Disability Income Programme as described in Article 25.03 and not the Sick Leave Credit Plan. The STD Programme is fully paid for by the Employer and operates as follows:

## Eligibility

All permanent full-time employees are eligible to receive the following benefits after three months of continuous active full-time service.

The purpose of the Short Term Disability Income Programme is to provide permanent full-time employees with income security when they are unable to work due to non-occupational illness or injury from the onset of illness through its duration.

### Benefit Entitlement

<b>Length of Service</b>	<b>100% of Regular Salary</b>	<b>75% of Regular Salary</b>
Less than 3 months	Nil	Nil
3 months but less than 1 year	Nil	24 weeks
1 year but less than 2 years	3 weeks	21 weeks
2 years but less than 3 years	6 weeks	18 weeks
3 years but less than 4 years	9 weeks	15 weeks
4 years but less than 5 years	12 weeks	12 weeks
5 years but less than 6 years	15 weeks	9 weeks
6 years but less than 7 years	18 weeks	6 weeks
7 years but less than 8 years	21 weeks	3 weeks
8 years or more	24 weeks	Nil

Also up to six (6) paid non-cumulative days per calendar year to provide income for illness/disability of three (3) working days or less.

### General

Benefits will be applicable for up to twenty-four (24) weeks for each separate period of disability. Periods of disability due to the same or related cause or causes will be considered as one period of disability if separated by less than twenty (20) consecutive working days.

FULL or 100% salary benefits for an employee will be limited in any calendar year to the number of weeks entitlement indicated by length of service and grade level. Subsequent absences will receive 75% benefits for their duration in accordance with the policy.

Benefits will commence from the first day of disability for the first three (3) incidents of short term absence exceeding three (3) working days in a calendar year.

Benefits will commence from the fourth (4th) day of disability for the fourth (4th) and subsequent incidents of short term absence exceeding three (3) working days in a calendar year.

Benefits once established will not be affected by any salary adjustment occurring during the absence until a new claim has been established in accordance with the policy.

Employees who have completed three (3) months of service will be allowed up to six (6) paid non-cumulative days per calendar year to provide income for illness or disability of three (3) working days or less.

Entitlement will be based on a ratio of one-half (%) day per calendar month of active employment in the calendar year, back to the original date of service. In this regard, an employee must work at least half of the working days in their first calendar month of employment in order to receive a credit for that month.

Short Term Benefits will only be paid after the employee supplies the Employer with satisfactory medical evidence of disability if requested to do so. In certain cases the Employer may request satisfactory medical evidence prior to payment of benefits for any of the six (6) non-cumulative days for illness or disability.

#### 25.04 Sick Leave Credit Programme

Any full-time member of CUPE 1989 hired on or prior to October 1, 1984 is covered by a Sick Leave Credit Disability Income Plan as described in Articles 25.04 and not the STD Program. The Sick Leave Credit Plan operates as follows:

##### Sick Leave Credit Entitlement

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) days for every month an employee is employed.

##### Accumulation of Sick Leave Credits

The unused portion of an employee's sick leave shall accrue for their future benefits.

##### Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more

and less than a full day, shall be deducted as one-half (%) the number of hours in the scheduled working day.

#### Sick Leave Credits during Leave of Absence and Lay-Off

When an employee is given paid leave of absence for any reason they shall receive sick leave credit for the period of such absence on their return to work and shall be entitled to use such sick leave credits upon their return. 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 lay-off.

#### Exhaustion of Sick Leave Credits

No employee shall have their services terminated by virtue of having exhausted their sick leave credits, subject to Article 13.04.

#### Sick Leave Records

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.

The Employer shall maintain its present practice regarding payment of one half (%) of the unused sick leave credits in the case of legitimate retirement. Unused credits are to be paid out in the following manner:

- a) one half (%) of the unused credits up to a maximum of three (3) months salary in the case of early retirement at age 55.
- b) one half (%) of the unused credits up to a maximum of six (6) months salary in the case of retirement at age 65 or beyond.
- c) pro-rating of pay-outs for unused sick leave credits for persons who retire between the ages of 55 and 65, said pro-rating to be based on the three-month (3) and six-month (6) maximum.

25.05 Following six months of continuous, active full-time service and in the case of an employee being eligible for the provisions of either Article 25.03 or Article 25.04 after an absence of one hundred and twenty (120) working days due to disability, the employee may apply for Long Term Disability (LTD). In order to qualify for LTD coverage, the employee must apply within one year from the date of disability and in accordance with the Master Policy.

#### 25.06 WSIB Earnings

- a) Full Time Employees

In the event a full-time employee is unable to work because of a work related accident and where the Employer is not challenging the validity of a claim, the Employer will continue the employee's regular WSIB wages. In the event the claim is denied, the employee may choose repayment through the STD plan if sufficient medical evidence is provided to satisfy the STD plan requirements, or a deduction from the employee's vacation bank or a mutually agreeable re-payment plan.

b) Part Time Employees

In the event a part-time employee is unable to work because of a work related accident, the employee will be paid directly by the WSIB upon approval of their claim.

## **ARTICLE 26 – SICK LEAVE (PART-TIME EMPLOYEES)**

26.01 Effective January 1, 2025, and renewed each January 1 thereafter, part-time employees who have completed probation shall receive twelve (12) hours pay to be used for absences for scheduled shifts in the calendar year due to sickness or non-occupational accident.

Part-time employees hired after January 1 each year, upon passing probation, shall receive a pro-rated amount for the remaining full months in the year to be used for the same purpose for the remainder of the calendar year. (e.g. if a part-time employee passes probation on April 15 the pro-ration will start effective May 1 for the remainder of the year)

The hours provided for in this clause cannot be carried over to following years and will expire at the end of each calendar year. Further, these hours cannot be cashed-out.

Part-time employees may be required to produce a certificate from a medical practitioner upon request by the Employer when using these hours.

## **ARTICLE 27 - HOURS OF WORK**

27.01 The following paragraph and sections are intended to define the 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.

27.02 (a) For full-time employees not included in "Flex-time" (Article 27.03): the normal hours of work shall be seven (7) hours per day, Monday to Saturday, over an elapsed time of not more than eight (8) hours inclusive of up to one (1) hour unpaid meal break. The normal work week shall be Monday to Friday between the hours of 9:00 a.m. to 9:00 p.m. Saturday hours, 9:00 a.m. to 5:00 p.m.

The normal work week of Shared Facilities with schools shall be between the hours of 8:00 a.m. to 9:00 p.m. Monday to Friday and Saturday hours, 9:00 a.m. to 5:00 p.m.

The normal work week of Hazel McCallion Central Library shall be between the hours of 8:00 a.m. to 9:00 p.m. Monday to Friday and Saturday hours, 9:00 a.m. to 5:00 p.m.

The normal work week of Hazel McCallion Central Library may be expanded to 8:00 a.m. to 11:00 p.m. Monday to Friday to accommodate student examination preparation periods. The hours will be expanded for two (2) periods up to four (4) weeks each per year. Saturday hours remain 9:00 a.m. to 5:00 p.m.

The total number of normal hours shall not exceed seventy (70) hours in any two week schedule. An unpaid meal break of not less than one half ( $\frac{1}{2}$ ) hour but up to one (1) hour shall be provided during each shift.

- b) For part-time employees: The normal bi-weekly hours of work shall not exceed forty-eight (48) hours. It is understood that additional hours worked on a Sunday are not included in the above mentioned maximum. The work day shall not commence before 7:00 a.m., nor finish later than 9:00 p.m. Monday to Friday. Saturday hours shall be between 7:30 a.m. and 5:00 p.m. The working hours for positions directly related to the operation of the computer will be flexible within the hours 7:00 a.m. to 12:00 midnight as required.

The normal work week of Hazel McCallion Central Library may be expanded to 8:00 a.m. to 11:00 p.m. Monday to Friday to accommodate student examination preparation periods. The hours will be expanded for two (2) periods up to four (4) weeks each per year. Saturday hours remain 7:30 a.m. to 5:00 p.m.

- c) Any work performed after 6:00 p.m. shall constitute an evening shift.
- d) Sunday hours shall be between 9:00 a.m. to 5:00 p.m. and scheduled outside of the normal work week for all employees. All Sunday hours worked shall be subject to Article 28.03 and Appendix I.

### 27.03 Flex-Time

The work day shall not commence before 7:00 a.m. nor finish later than 9:00 p.m., Monday to Friday. Saturday hours shall be between 7:00 a.m. and 5:00 p.m. Sunday hours shall be between 7:00 a.m. and 5:00 p.m. and subject to the provisions in Article 28.03 and Appendix I. The working hours for positions

directly related to the operation of the computer will be flexible within the hours of 7:00 a.m. to 12:00 midnight as required. The total number of hours shall not exceed seventy (70) hours in any two week schedule. An unpaid meal break of not less than one half (½) hour but up to one (1) hour shall be provided during each shift.

- 27.04 a) Full-time employees only: Subject to Article 27.03, schedules shall not include more than one (1) Saturday in two (2) where possible and, in any case, not more than two (2) Saturdays in any two (2) consecutive schedules. Schedules may provide for not more than one (1) shift in any twenty four (24) hour period, commencing from 12:01 a.m. and for not more than four (4) evening shifts in any two week schedule. Employees may request to be scheduled additional evening or weekend shifts provided their hours do not exceed seventy (70) hours in any two week schedule and subject to Management approval. No schedule shall include a work break of more than one (1) hour (meal period) between the first and second half of any shift.
- b) Part-time employees will not be scheduled more than three (3) evening shifts per week and not more than two (2) out of four (4) Saturdays. Employees may request to be scheduled, or pick up, additional evening shifts/Saturday shifts provided their hours do not exceed forty-eight (48) hours in any two week schedule and subject to Management approval. A shift shall be a minimum of three (3) hours unless otherwise requested and accepted by the employee and their manager. Any required payment will meet the requirements of the *Employment Standards Act, 2000*.
- 27.05 Shift schedules shall be posted two (2) weeks in advance of implementation.
- 27.06 Employees shall not be permitted to change shifts once scheduled without prior permission from the respective Manager or designate. Requests for such change shall be made at least forty-eight (48) hours prior to such change being made.
- 27.07 Employees who are unable to report for work on any shift shall advise their Manager or designate at the earliest opportunity prior to commencement of said shift.
- 27.08 There shall be two (2) fifteen minute rest periods for all employees working a minimum of a seven (7) hour shift, one to be taken in the first half and one in the second half of each shift, in an area made available by the Employer. This time may not be accumulated to leave work early. There shall be one (1) fifteen-minute rest period for all employees working a minimum of four (4) consecutive hours.
- 27.09 Lieu Time

- a) All time requested by an employee to be worked outside the normal scheduled hours of work must be pre-approved by the individual manager.
- b) All time earned with approval of the manager will be properly recorded.
- c) All time taken must be pre-approved by the individual manager, and may only be taken if there is adequate time earned available and must be recorded upon the date taken as mutually agreed to.
- d) Employees shall be allowed to bank Statutory Holiday Time and/or Lieu Time to maintain no more than twenty-four (24) hours in time earned excluding overtime hours which are addressed separately in the Collective Agreement under Article 28.04. Statutory Holiday Time after the twenty-four (24) hour maximum has been attained will be scheduled as time off by the Employer.
- e) It is understood that Lieu Time as referred to herein will be taken only by mutual agreement.
- f) In circumstances where pre-approval by the manager is not possible and the posted shift schedule times are not met, the employee shall, with manager approval, be allowed to:
  - (i) make up any time lost, or
  - (ii) have such time deducted from available time earned: (lieu time, floater, vacation), or
  - (iii) be docked pay.
- g) For the purposes of Article 27.09, Lieu Time means "Lieu 1.0"

**ARTICLE 28 - OVERTIME**

- 28.01 (a) For full-time employees: Overtime shall mean all time worked at the Employer's request before or after the normal work day and the normal bi-weekly hours or on a holiday, or in the case of employees working under the provisions of Article 27.03, Flex Time, any hours other than hours which could be properly scheduled under that Article, or on a holiday.
- (b) For part-time employees: Overtime will be paid in accordance with the provisions of the Employment Standards Act.
- 28.02 For full-time employees: Overtime worked before and after the regular scheduled daily hours shall be paid for at the rate of time and one half (1 ½) for the first three (3) hours and double time for all hours after, or lieu time off at the rate of one and one half (1 ½) time off for each hour of overtime worked.

28.03 a) For full-time employees: All overtime work shall be on a voluntary basis. All authorized overtime work performed on a Sunday shall be compensated as per Appendix I. Where a premium applies, it may be taken as paid time off at the option of the employee. All authorized overtime work performed on a paid holiday shall be compensated in accordance with Article 23.04. Where overtime applies, it may be taken as paid time off at the option of the employee.

b) For part-time employees: All time worked on Sundays shall be compensated as per Appendix I.

28.04 a) For full-time employees: Instead of cash payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rate. An employee may accumulate up to a maximum of eight (8) working days which may be taken off consecutively at a time mutually agreed upon by the employee and their Manager or designate.

Effective in the calendar year following the expansion of Sunday hours at nine (9) or more branch locations, the above noted process will cease. Thereafter an employee may accumulate up to a maximum of seventy-three and a half (73 ½) hours per year which may be taken off consecutively at a time mutually agreed upon by the employee and their Manager or designate.

b) For part-time employees: Instead of cash payment for overtime, employees may choose to receive time off in lieu at the appropriate overtime rate. Employees may have the option to bank a maximum of forty-two (42) hours per year to be used as paid time off, following the normal request for time off procedure. If unused, such banked hours will be paid out at the end of each calendar year.

28.05 Sunday hours shall be between 9:00 a.m. and 5:00 p.m. Work performed on a Sunday shall be on a voluntary basis and shall be compensated in accordance with the provisions of Appendix I. Sunday work will be scheduled on a seniority basis. Where adequate numbers of employees do not volunteer to work, in order to ensure proper staffing, the Library shall assign the required number of qualified employees to do the work in reverse order of seniority.

## **ARTICLE 29 - BENEFITS (Full-time employees only)**

29.01 The Employer agrees to make available to all actively employed persons only the benefits as outlined in Schedule "C" in accordance with the present practice.

### **ARTICLE 30 - MEAL ALLOWANCE (Full-time employees only)**

30.01 An employee required to work three (3) hours or more overtime before or after their regular daily scheduled hours shall be provided with an allowance by the Employer, in accordance with its Corporate Policy number 04-05-05, as amended from time to time.

### **ARTICLE 31 - CALL-BACK PAY (Full-time employees only)**

31.01 An employee who is called back to work outside their regularly scheduled hours shall be paid for a minimum of three (3) hours at overtime rates.

### **ARTICLE 32 - BULLETIN BOARDS**

32.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices.

32.02 The Employer agrees that the Union may utilize the Employer's computer system for the purpose of conducting certain types of union business, such as the scheduling of Union meetings, however, it is understood that all such business must be pre-approved by the Director, Library Services or designate prior to release of any information on the computer system. Such approval will not be unreasonably withheld.

### **ARTICLE 33 - COPIES OF RESOLUTIONS**

33.01 Copies of all resolutions and minutes of the Board, which affect the members of the Union, adopted and accepted by the Employer are to be forwarded to the Unit Chair and posted electronically on the internal library staff web page. The foregoing shall not apply to minutes of "In Camera" meetings.

### **ARTICLE 34 - CAR ALLOWANCE**

34.01 Mileage rates will be paid to employees using their own car on Employer business with the approval of the Employer, in accordance with Corporate Policy number 04-05- 02, as amended from time to time.

### **ARTICLE 35 - UIC REBATE (Full-time Employees)**

35.01 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12th) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

## **ARTICLE 36 - TECHNOLOGICAL CHANGE**

36.01 At least one hundred and twenty (120) days prior to the introduction or implementation of substantial technological change or substantial changes in mechanization affecting Library employees, the Library shall by written notice, furnish the Union with full information of the planned changes as soon as reasonably practical. Such notice shall include the nature of the change, the date on which the Employer proposes to effect the change and the approximate number and type of employees and location likely to be affected by the change. After said notice has been given, representatives of both parties shall meet to discuss training or retraining required both in preparation and as a result of the change and any issues which may concern the employment status of any Library employee. In the event of a reduction of staff such will be carried out in accordance with Article 14.

## **ARTICLE 37 - HEALTH AND SAFETY**

37.01 A Health and Safety Committee will be established according to the guidelines contained in the agreement between the parties dated 7<sup>th</sup> June 1989. The committee will represent both full and part-time employees.

## **ARTICLE 38 - CLOTHING ALLOWANCE**

38.01 The Library will provide a uniform clothing, including outerwear, where deemed appropriate by the Library according to the nature of the employee's job responsibilities. Replacement will be at the sole discretion of the Library.

38.02 Upon pre-approval and proof of payment, the Library will reimburse up to two hundred and fifty dollars (\$250) for CSA approved green patch safety boots to employees, where deemed appropriate by the Library according to the nature of the employee's job responsibilities. Replacement will be at the sole discretion of the Library.

## **ARTICLE 39 - RELIGIOUS OBSERVANCE LEAVE**

39.01 The employee will request in advance a leave of absence for recognized religious observances, in which case the manager must be notified in writing at least five (5) days prior to the time requested. For religious observances where the specific date may not be known in advance, the employee will indicate their intent to observe the holiday and provide the specific date(s) as soon as feasibly possible thereafter. At the employee's option, the time off may be taken as either vacation credits, floaters, lieu days or unpaid leave. All requests are subject to the operational needs of the branch/department.

## **ARTICLE 40 – DOMESTIC VIOLENCE**

40.01 The Employer and Union are committed to providing and maintaining a safe workplace, free from actual, attempted or threatened violence. The parties recognize that employees sometimes face situations of violence or abuse in their personal lives. Subject to the provisions of the City's Respectful Workplace and Workplace Violence Program and the provisions of the Ontario Employment Standards Act and the Ontario Occupational Health and Safety Act, employees may report such violence to their immediate Manager, Supervisor or Human Resources. By reporting a domestic violence situation the Employer can take reasonable preventative steps to make sure safety is maintained in the workplace and can also offer to provide employees with assistance as required including, but not limited to, leave in accordance with the Ontario Employment Standards Act, as amended.

## **ARTICLE 41 - DURATION**

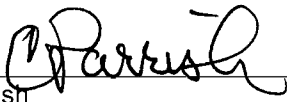
41.01 This Agreement shall remain in full force and effect from April 1, 2023 to March 31, 2027 and, shall continue in force from year to year unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party furnishes the other with notice of termination or of proposed revision of this Agreement.

41.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new agreement is executed or until conciliation has been completed.

SIGNED at MISSISSAUGA, ONTARIO this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

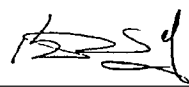
  
\_\_\_\_\_  
Carolyn Parrish  
Mayor

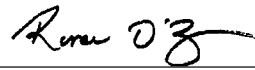
  
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Laura Fenech  
President, CUPE 1989

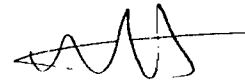
  
\_\_\_\_\_  
Diana Rusnov  
Director, Legislative Services and City Clerk


  
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Morgan Speare  
Vice President, CUPE 1989


  
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Jodi Robillos  
Commissioner, Community Services

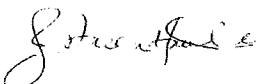
  
\_\_\_\_\_  
Bonnie Wong  
CUPE National Representative

  
\_\_\_\_\_  
Rona O'Banion  
Director, Library

  
\_\_\_\_\_  
Robert Whitfield  
Negotiating Committee Member

  
\_\_\_\_\_  
Lori Kelly  
Director, Human Resources

  
\_\_\_\_\_  
Maria Munawar  
Negotiating Committee Member

  
\_\_\_\_\_  
Joshua Doreen-Harfield  
HRBPM, Employee and Labour Relations

  
\_\_\_\_\_  
Jerry Lin  
Negotiating Committee Member

  
\_\_\_\_\_  
Mary Condon  
Negotiating Committee Member

**APPENDIX A - FULL-TIME WAGES AND CLASSIFICATIONS**

SCHEDULE "A" – Wages and Classifications

LIBRARY UNION SALARY SCHEDULE

Effective April 1, 2023

GRADE	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		START	6 MONTHS	18 MONTHS	30 MONTHS	42 MONTHS
Grade 2	Senior page	\$43,433	\$45,448	\$47,308	\$49,438	\$52,165
Grade 3	Data Services Clerk	\$47,308	\$49,438	\$51,660	\$53,984	\$57,383
	Interlibrary Loan Assistant					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3C Branch					
	Courier/Receiver					
	Materials Handling Clerk/Courier					
Grade 4	Cataloguer	\$54,807	\$57,276	\$59,850	\$62,546	\$65,989
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Library Asst 4, HMCL Customer Experience					
	Makerspace Assistant					
Grade 5	Library Asst 5, Branch	\$65,737	\$68,513	\$71,598	\$74,819	\$79,228

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Grade 5	Library Asst 5, HMCL Customer Experience	\$65,737	\$68,513	\$71,598	\$74,819	\$79,228
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>START</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>
Grade 5	Librarian	\$65,737	\$68,513	\$71,598	\$74,819	\$79,228
	Selector					
Grade 6	Program Coordinator, Library	\$84,357	\$88,157	\$92,118	\$96,267	\$97,544
	Makerspace Coordinator					
	Senior Librarian					

**Effective April 1, 2024**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>START</b>	<b>6 MONTHS</b>	<b>18 MONTHS</b>	<b>30 MONTHS</b>	<b>42 MONTHS</b>
Grade 2	Processing Clerk	\$44,736	\$46,811	\$48,727	\$50,921	\$53,730
Grade 3	Data Services Clerk	\$48,727	\$50,921	\$53,210	\$55,604	\$59,104
	Interlibrary Loan Asst					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3C Branch					
	Courier/Receiver					
	Materials Handling Clerk/Courier					
Grade 4	Cataloguer	\$56,451	\$58,994	\$61,646	\$64,422	\$67,969
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Library Asst 4, HMCL Customer Experience					
	Makerspace Assistant					
Grade 5	Library Asst 5, Branch	\$67,709	\$70,568	\$73,746	\$77,064	\$81,605
	Library Asst 5, HMCL Customer Experience					
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>START</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>
Grade 5	Librarian	\$67,709	\$70,568	\$73,746	\$77,064	\$81,605
	Selector					
Grade 6	Program Coordinator, Library	\$86,888	\$90,802	\$94,882	\$99,155	\$100,470
	Makerspace Coordinator					
	Senior Librarian					

**Effective April 1, 2025**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>START</b>	<b>6 MONTHS</b>	<b>18 MONTHS</b>	<b>30 MONTHS</b>	<b>42 MONTHS</b>
Grade 2	Processing Clerk	\$46,078	\$48,215	\$50,189	\$52,449	\$55,342
Grade 3	Data Services Clerk	\$50,189	\$52,449	\$54,806	\$57,272	\$60,877
	Interlibrary Loan Asst					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3C Branch					
	Courier/Receiver					
	Materials Handling Clerk/Courier					
Grade 4	Cataloguer	\$58,145	\$60,764	\$63,495	\$66,355	\$70,008
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Makerspace Assistant					
Grade 5	Library Asst 5, Branch	\$69,740	\$72,685	\$75,958	\$79,376	\$84,053
	Library Asst 5, HMCL Customer Experience					
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>START</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>
Grade 5	Librarian	\$69,740	\$72,685	\$75,958	\$79,376	\$84,053
	Selector					
Grade 6	Program Coordinator, Library	\$89,495	\$93,526	\$97,728	\$102,130	\$103,484
	Makerspace Coordinator					
	Senior Librarian					

**Effective April 1, 2026**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>START</b>	<b>6 MONTHS</b>	<b>18 MONTHS</b>	<b>30 MONTHS</b>	<b>42 MONTHS</b>
Grade 2	Processing Clerk	\$47,460	\$49,661	\$51,695	\$54,022	\$57,002
Grade 3	Data Services Clerk	\$51,695	\$54,022	\$56,450	\$58,990	\$62,703
	Interlibrary Loan Asst					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3C Branch					
	Courier/Receiver					
	Materials Handling Clerk/Courier					
Grade 4	Cataloguer	\$59,889	\$62,587	\$65,400	\$68,346	\$72,108
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Library Asst 4, HMCL Customer Experience					
	Makerspace Assistant					
Grade 5	Library Asst 5, Branch	\$71,832	\$74,866	\$78,237	\$81,757	\$86,575
	Library Asst 5, HMCL Customer Experience					
	Team Leader Acquisitions					
	Team Leader Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>START</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>
Grade 5	Librarian	\$71,832	\$74,866	\$78,237	\$81,757	\$86,575
	Selector					
Grade 6	Program Coordinator, Library	\$92,180	\$96,332	\$100,660	\$105,194	\$106,589
	Makerspace Coordinator					
	Senior Librarian					

**APPENDIX B - PART-TIME WAGES AND CLASSIFICATIONS**

SCHEDULE "B" – Wages and Classifications

LIBRARY UNION PART TIME HOURLY SCHEDULE

Effective April 1, 2023

GRADE	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		START	910 Hrs Worked	2730 Hrs Worked	4550 Hrs Worked	6370 Hrs Worked
Grade LY	Library Page – PT	\$16.55	\$17.80 (After 390 Hours)			
Grade 2	Processing Clerk	\$23.86	\$24.97	\$25.99	\$27.16	\$28.66
	Material Handling Clerk					
Grade 3	Courier/Receiver	\$25.99	\$27.16	\$28.38	\$29.66	\$31.53
	Data Services Clerk					
	Inter Library Loan Assistant					
	Library Asst 3, HMCL					
	Library Assistant 3, HMCL Customer Exp.					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst. 3B, HMCL					
	Library Asst. 3B, Floater					
	Library Assistant 3C, Branch					
Grade 4	Cataloguer	\$30.11	\$31.47	\$32.88	\$34.37	\$36.26
	Library Asst 4, Branch					
	Library Asst 4, HMCL					

Grade 4	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Library Asst 4, HMCL Customer Experience	\$30.11	\$31.47	\$32.88	\$34.37	\$36.26
	Library Assistant 4 Floater					
	Makerspace Asst					
Grade 5	Library Asst 5, Branch	\$36.12	\$37.64	\$39.34	\$41.11	\$43.53
	Library Asst 5, HMCL Customer Experience					
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

GRADE	CLASSIFICATIONS	START	1820 Hrs Worked	3640 Hrs Worked	5460 Hrs Worked	7280 Hrs Worked
Grade 5	Librarian	\$36.12	\$37.64	\$39.34	\$41.11	\$43.53
	Selector					
Grade 6	Program Coordinator, Library	\$46.35	\$48.44	\$50.61	\$52.89	\$53.60
	Senior Librarian					

**Effective April 1, 2024**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>START</b>	<b>910 Hrs Worked</b>	<b>2730 Hrs Worked</b>	<b>4550 Hrs Worked</b>	<b>6370 Hrs Worked</b>
Grade LY	Library Page – PT	\$17.05/\$17.20 Oct. 1 2024	\$18.92 (After 390 Hours)			
Grade 2	Processing Clerk	\$24.58	\$25.72	\$26.77	\$27.98	\$29.52
	Material Handling Clerk					
Grade 3	Courier/Receiver	\$26.77	\$27.98	\$29.24	\$30.55	\$32.47
	Data Services Clerk					
	Interlibrary Loan Asst					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3B, Floater					
	Library Asst 3C, Branch					
Grade 4	Cataloguer	\$31.02	\$32.41	\$33.87	\$35.40	\$37.35
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Library Asst 4, HMCL Customer Experience					
	Library Asst 4, Floater					
	Makerspace Asst					
Grade 5	Library Asst 5, Branch	\$37.20	\$38.77	\$40.52	\$42.34	\$44.84

Grade 5	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Library Asst 5, HMCL Customer Experience	\$37.20	\$38.77	\$40.52	\$42.34	\$44.84
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

GRADE	CLASSIFICATIONS	START	1820 Hrs Worked	3640 Hrs Worked	5460 Hrs Worked	7280 Hrs Worked
Grade 5	Librarian	\$37.20	\$38.77	\$40.52	\$42.34	\$44.84
	Selector					
Grade 6	Program Coordinator, Library	\$47.74	\$49.89	\$52.13	\$54.48	\$55.20
	Senior Librarian					

**Effective April 1, 2025**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1 START</b>	<b>STEP 2 910 Hrs Worked</b>	<b>STEP 3 2730 Hrs Worked</b>	<b>STEP 4 4550 Hrs Worked</b>	<b>STEP 5 6370 Hrs Worked</b>
Grade Ly	Library Page – PT	\$17.72	\$21.71 (After 390 Hours)			
Grade 2	Processing Clerk	\$25.32	\$26.49	\$27.58	\$28.82	\$30.41
	Material Handling Clerk					
Grade 3	Courier/Receiver	\$27.58	\$28.82	\$30.11	\$31.47	\$33.45
	Data Services Clerk					
	Interlibrary Loan Asst					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3B, Floater					
	Library Asst 3C, Branch					
Grade 4	Cataloguer	\$31.95	\$33.39	\$34.89	\$36.46	\$38.47
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Library Asst 4, HMCL Customer Experience					
	Library Asst 4 Floater					
	Makerspace Asst					
Grade 5	Library Asst 5, Branch	\$38.32	\$39.94	\$41.74	\$43.61	\$46.18

Grade 5	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Library Asst 5, HMCL Customer Experience	\$38.32	\$39.94	\$41.74	\$43.61	\$46.18
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

GRADE	CLASSIFICATIONS	START	1820 Hrs Worked	3640 Hrs Worked	5460 Hrs Worked	7280 Hrs Worked
Grade 5	Librarian	\$38.32	\$39.94	\$41.74	\$43.61	\$46.18
	Selector					
Grade 6	Program Coordinator, Library	\$49.17	\$51.39	\$53.70	\$56.12	\$56.86
	Senior Librarian					

**Effective April 1, 2026**

<b>GRADE</b>	<b>CLASSIFICATIONS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>START</b>	<b>910 Hrs Worked</b>	<b>2730 Hrs Worked</b>	<b>4550 Hrs Worked</b>	<b>6370 Hrs Worked</b>
Grade LY	Library Page – PT	\$18.25	\$22.36 (After 390 Hours)			
Grade 2	Processing Clerk	\$26.08	\$27.29	\$28.40	\$29.68	\$31.32
	Material Handling Clerk					
Grade 3	Courier/Receiver	\$28.40	\$29.68	\$31.02	\$32.41	\$34.45
	Data Services Clerk					
	Interlibrary Loan Asst					
	Library Asst 3, HMCL					
	Library Asst 3, HMCL Customer Experience					
	Library Asst 3A, Branch					
	Library Asst 3B, Branch					
	Library Asst 3B, HMCL					
	Library Asst 3B, Floater					
	Library Asst 3C, Branch					
Grade 4	Cataloguer	\$32.91	\$34.39	\$35.93	\$37.55	\$39.62
	Library Asst 4, Branch					
	Library Asst 4, HMCL					
	Library Asst 4, HMCL Customer Experience					
	Library Asst 4, floater					
	Makerspace Asst					
Grade 5	Library Asst 5, Branch	\$39.47	\$41.14	\$42.99	\$44.92	\$47.57

Grade 5	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Library Asst 5, HMCL Customer Experience	\$39.47	\$41.14	\$42.99	\$44.92	\$47.57
	Team Leader, Acquisitions					
	Team Leader, Materials Handling					

**LIBRARIAN AND SENIOR LIBRARIAN REVIEW PERIOD**

GRADE	CLASSIFICATIONS	START	1820 Hrs Worked	3640 Hrs Worked	5460 Hrs Worked	7280 Hrs Worked
Grade 5	Librarian	\$39.47	\$41.14	\$42.99	\$44.92	\$47.57
	Selector					
Grade 6	Program Coordinator, Library	\$50.65	\$52.93	\$55.31	\$57.80	\$58.57
	Senior Librarian					

**APPENDIX C – BENEFITS (Full-time Employees)**

**SCHEDULE "C"**  
(APPLIES TO FULL-TIME EMPLOYEES ONLY)

	<b>EMPLOYER CONTRIBUTION OF PREMIUM</b>
<b>BASIC LIFE INSURANCE</b>	100%
<ul style="list-style-type: none"> <li>• 2x Annual Salary, \$400,000.00 max benefit</li> </ul>	
<b>O.H.I.P.</b>	100%
<b>O.M.E.R.S.</b>	50%
<b>DENTAL PLAN</b>	
Basic Coverage	100%
<ul style="list-style-type: none"> <li>• Preventive Care</li> <li>• Root Canals</li> <li>• Periodontal Scaling</li> </ul>	
Optional Coverage	50%
<ul style="list-style-type: none"> <li>• Orthodontic and Major Restorative Services (to include Dentures for those employees who wish to purchase such coverage). The co-insurance amount for Major Restorative will be five thousand dollars (\$5,000).</li> </ul>	
<b>DENTAL ODA COVERAGE</b>	
<ul style="list-style-type: none"> <li>• 2023 ODA – Effective October 29, 2024</li> <li>• 2024 ODA – Effective January 1, 2025</li> <li>• 2025 ODA – Effective January 1, 2026</li> <li>• Dental Recall Examinations are covered on a nine (9) month basis.</li> </ul>	
<b>EXTENDED HEALTH CARE PLAN</b>	100%
Vision Care	
<ul style="list-style-type: none"> <li>• Vision Care \$450 every twenty-four (24) months. This amount can be used toward laser eye surgery.</li> <li>• Eye exam reimbursement@ \$75 every two (2) years.</li> </ul>	
Hearing Care	
<ul style="list-style-type: none"> <li>• \$500 per person every two (2) years.</li> </ul>	

### Drug Card

- Drug Card with mandatory generic substitution for 100% coverage for drugs eligible under the Ontario Drug Benefit Formulary and for all other drugs that legally require a prescription. The card will include Prior Authorization for pre-approval of coverage for certain drugs covered under the plan.
- The drug coverage will include a \$10 dispensing fee cap and a limit of 5 fee reimbursements per maintenance drug per year.

### Paramedical Services

- Chiropractor: maximum forty dollars (\$40) per visit. The yearly maximum is two thousand dollars (\$2,000).
- Massage Therapist: \$50 per visit
- Deluxe Out of Country coverage
- Zyban or equivalent (Prescription of 12 weeks) 3 lifetime prescriptions
- Anti-obesity drugs: 6 months lifetime coverage
- Fertility drugs: \$1,200 coverage per year
- Mammary Prosthesis: \$3,600/3 years
- Cosmetic Surgery: to commence 6 months after date of accident

### Mental Health

- Mental Health coverage including no per visit maximums and a combined maximum of \$3,000 for psychologist, Social Worker, and psychotherapist. Fees are subject to reasonable and customary charges.

<b>LONG TERM DISABILITY (LTD)</b> (Mandatory for all employees)	50%
• Monthly max benefit of \$10,000	
<b>GROUP LIFE</b> (Optional)	0%
<b>RETIREE LIFE COVERAGE</b>	100%
• Upon attainment of age 65 and upon approved retirement, a self Insured Life Insurance Policy of two thousand dollars (\$2,000) will be issued to the employee, provided that prior to retirement, the member has five or more years of continuous full-time service with the City.	
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT (AD&amp;D)</b>	100%
• 2 x annual salary, \$400,000.00 maximum benefit	

**SICKNESS & DISABILITY** 100%

**SEMI-PRIVATE** 100%

**RETIREE BENEFIT COVERAGE** 66 2/3%

**Major Medical Health Coverage** similar to that for active Salaried Non-Union employees including semi-private hospital coverage and excluding Out-of-Country coverage. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket cost for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is at 100 per cent for the remainder of the year.

**Basic Dental Coverage** similar to that for active Salaried Non-Union employees. Reimbursement is at the rate of 80 per cent. The maximum out-of-pockets costs for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is 100 per cent for the remainder of the year.

**Optional Major Restorative/Orthodontic Dental Coverage** with reimbursement similar to that for active Salaried Non-Union employees.

#### **Life Insurance**

- \$10,000 maximum coverage

#### **Paid Up Life Insurance**

- Upon attainment of age 65 and upon approved retirement, a self-insured Life Insurance Policy of two thousand dollars (\$2,000) will be issued to the employee, provided that prior to retirement, the member has five or more years of continuous full-time service with the City.

#### **Survivor Benefits Continuance**

- Cost sharing maintained until employee's 65<sup>th</sup> birthday.

#### **Who Is Eligible?**

- Those who immediately accept an OMERS pension
- Those who join the plan within 31 days after retirement date
- Those less than age 65

#### **ANNUAL MEETINGS**

The employer agrees to holding yearly meetings with 3 representatives of the union and the City's Manager of Compensation and Benefits, Manager of Human Resources and the Manager of Labour Relations, Health and Safety to address any issues with the benefit carrier's adjudication of claims.

#### **BENEFIT BOOKLETS**

The Employer will provide each full-time employee with a benefit plan book, and will provide updates as they occur. The Employer will provide the Union with a copy of the benefit plan book prior to its distribution.

**BENEFIT CARRIER**

Should there be a change of the carrier of any or all of the employee benefits set forth in the Collective Agreement, changes to the benefits will not be negatively affected.

**APPENDIX D - GOVERNMENT GRANT TEMPORARY EMPLOYEES**

**LETTER OF UNDERSTANDING**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**

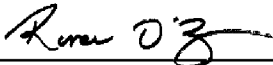
**RE: GOVERNMENT GRANT TEMPORARY EMPLOYEES**

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The parties agreed that during the term of the Collective Agreement which is effective April 1, 2023 , to March 31, 2027, Government Grant Temporary employees will be covered by all provisions of the Collective Agreement excluding Schedules "A", "B", "C", and Articles 13 and 14. These individuals pay union dues and the Employer shall supply the Union with a list of all said employees every 30 days from the date of hire with a description of jobs to be performed.

**AGREED TO BY:**

**FOR THE CORPORATION**



---

Rona O'Banion  
Director, Library

**FOR THE UNION**



---

Laura Fenech  
President, CUPE 1989

January 9, 2025

Date

**APPENDIX E - PAY EQUITY MAINTENANCE**

**LETTER OF UNDERSTANDING**  
**between**  
**THE MISSISSAUGA PUBLIC LIBRARY BOARD**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**  
**RE: PAY EQUITY MAINTENANCE**

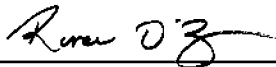
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It is agreed that the parties will jointly ensure the maintenance of Pay Equity in accordance with the Pay Equity Act.

It is agreed that all time spent to ensure the maintenance of Pay Equity will be paid in accordance with Article 6.10.

**AGREED TO BY:**

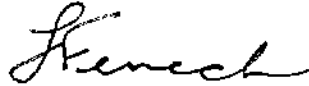
**FOR THE CORPORATION**



---

Rona O'Banion  
Director, Library

**FOR THE UNION**



---

Laura Fenech  
President, CUPE 1989

January 9, 2025

---

Date

**APPENDIX F - SHARED FACILITIES**

**LETTER OF UNDERSTANDING**  
**between**  
**THE MISSISSAUGA PUBLIC LIBRARY BOARD**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**  
**RE: SHARED FACILITIES**

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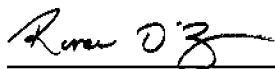
This letter confirms the discussions between the parties regarding the continuation of Employer Board employees services during a labour disruption by another unionized group at a shared facility.

The union has agreed that in the event of a labour dispute occurring at these shared facilities (i.e. Erin Meadows, Churchill Meadows, Courtneypark, and Woodlands), the following principles shall guide its members:

- There shall be no strike or lockouts (illegal strikes or work slowdowns) as defined under the Ontario Labour Relations Act.
- The parties acknowledge that the members shall honour a reasonable delay imposed by a striking union.
- That no employee shall put themselves at risk because of a Health and Safety concern.
- The parties agree to meet in the event the list of shared facilities needs to be updated.

**AGREED TO BY:**

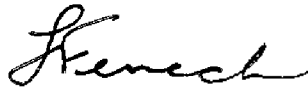
**FOR THE CORPORATION**



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Rona O'Banion  
Director, Library

**FOR THE UNION**



---

Laura Fenech  
President, CUPE 1989

January 9, 2025

---

Date

## **APPENDIX G - DEFERRED SALARY LEAVE PLAN**

### **LETTER OF UNDERSTANDING**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**

**RE: DEFERRED SALARY LEAVE PLAN**

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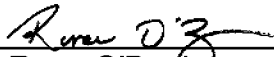
This Letter of Understanding will outline the new Deferred Salary Plan as follows. This Letter of Understanding is for a trial period of 5 years from the first time that this provision is invoked.

1. The Plan will provide employees the opportunity to take a one year Leave of Absence, funded solely by the Employee through the deferral of 20% of gross salary accumulated over the four year period immediately prior to the leave.
2. Salary will be deferred for four years and the leave taken in the fifth year.
3. All regular full-time employees who have completed the probationary period will be eligible to apply. Approval for participation is at the discretion of the Employer and that the Employer shall not unreasonably deny participation.
4. Seniority shall be frozen and not accrued during the said leave.
5. Union dues shall be deducted during the said leave.
6. The pre-payment of benefits shall follow normal practises.
7. That such an employee on leave would not have access to the posting provisions provided for in this Collective Agreement during the first 10 months of the 12-month leave.
8. STD shall not be applicable during the year when the employee is on leave. However, if an employee suffers a severe and prolonged injury or illness and satisfies the Corporation and the Insurance Company, with acceptable medical evidence of total disability, then such an employee may be deemed to have served all or part of the 6 month waiting period for LTD benefit, while on the paid leave.
9. Life Insurance shall be based on 100% of the employee's salary while the employee is at work and then 80% while on the funded leave of absence.
10. If an employee is participating in the 4 over 5 plan and withdraws from the plan they shall be paid the accumulated deferred salary within 60 days (without interest).
11. On returning from a leave under the Plan an employee will be placed in the position held at the time of taking the leave if it still exists. In the event the position no longer exists the employee will be permitted to exercise seniority rights in accordance with Article 14.

12. If an employee withdraws from the Plan all funds will be returned to the employee within sixty calendar days, subject to the applicable statutory deductions and Union dues.
13. In accordance with the provisions of OMERS, the period of Leave of absence under the Plan will be considered broken service.
14. Leave of absence granted under the Plan is subject to the terms and conditions imposed by Revenue Canada pursuant to the Income Tax Act.
15. An employee will not be entitled to sick leave, STD, paid holidays, vacation pay or salary increments during the leave of absence.
16. When an employee on the deferred leave is eligible to receive LTD benefits (following the 6-month elimination period) any remaining salary deferral shall be paid out in full.

**AGREED TO BY:**

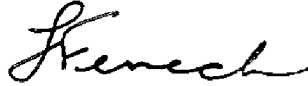
**FOR THE CORPORATION**



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Rona O'Barion  
Director, Library

**FOR THE UNION**



---

Laura Fenech  
President, CUPE 1989

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January 9, 2025

Date

**APPENDIX H - LIEU TIME FOR FULL TIME PERMANENT EMPLOYEES**

**LETTER OF UNDERSTANDING**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**

**RE: LIEU TIME FOR FULL TIME PERMANENT EMPLOYEES**

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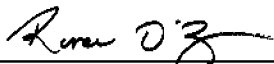
In accordance with the current Articles in the Collective Agreement, lieu time may be banked up to eighty (80) hours. Effective in the calendar year following the expansion of Sunday hours at nine (9) or more branch locations, the lieu time bank will increase to ninety seven and a half (97 ½) which is a combination of the seventy-three and a half (73 ½) and twenty-four (24) hours of lieu time as it relates to statutory holidays.

Employees who cannot reduce their bank to zero (0) hours by December 31 must have a plan, with specific dates, to use their banked hours approved by their designated member of the Library Leadership team no later than December 1, of that year to be used by March 31 of the following year. Such approval will not be unreasonably withheld. If an employee does not use the lieu time by March 31, the lieu will be paid out during the next possible pay cycle.

In the event that the employee chooses not to carry over lieu, they will have the option to submit a request for payout.

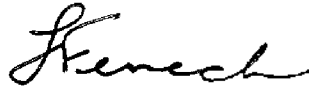
**AGREED TO BY:**

**FOR THE CORPORATION**



Rona O'Banion  
Director, Library

**FOR THE UNION**



Laura Fenech  
President, CUPE 1989

January 9, 2025

Date

**APPENDIX I - SUNDAY PREMIUM AND SUNDAY HOURS OF WORK**

**LETTER OF UNDERSTANDING**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**

**RE: SUNDAY PREMIUM AND SUNDAY HOURS OF WORK**

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The Parties agree the table below identifies current compensation for Sunday hours.

<b>Month</b>	<b>Hazel McCallion Central Library/Pop- Up</b>	<b>Branches*</b>
January	Time and one half	Time and one half
February	Time and one half	Time and one half
March	Time and one half	Time and one half
April	Time and one half	Time and one half
May (before Victoria Day)	Time and one half	Time and one half
May	Time and one half	Straight time
June	Time and one half	Straight time
July	Time and one half	Closed
August	Time and one half	Closed
September	Time and one half	Straight time
October	Time and one half	Straight time
October (after Thanksgiving)	Time and one half	Time and one half
November	Time and one half	Time and one half
December	Time and one half	Time and one half

\*Branches include: Burnhamthorpe, Churchill Meadows, Clarkson, Cooksville, Courtneypark, Erin Meadows, Frank McKechnie, Lakeview, Lorne Park, Malton, Meadowvale, Mississauga Valley, Port Credit, Sheridan, South Common, Streetsville, Woodlands.

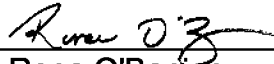
The Parties agree that should any of the libraries listed above undergo a change of name, or address, or location, or any future library branches are added, compensation shall be as identified in the table above.

The Parties agree that effective date of ratification, the Library, in its sole discretion, may expand the hours of Sunday operation at any current location or may implement Sunday operations at any future location.

The Parties agree that when the Sunday hours are expanded beyond the current 1:00 p.m. to 5:00 p.m. schedule, all Sunday hours at that location will be compensated at time and one half (1½).

**AGREED TO BY:**

**FOR THE CORPORATION**



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Rona O'Banion  
Director, Library

**FOR THE UNION**



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Laura Fenech  
President, CUPE 1989

January 9, 2025

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Date

**APPENDIX J - EXPANSION OF LIBRARY SERVICE HOURS**

**LETTER OF UNDERSTANDING**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**

**RE: EXPANSION OF LIBRARY SERVICE HOURS**

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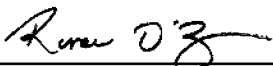
Subject to operational requirements and capacity the City intends to undertake an expansion of Library service hours. At the present time, the timeline for this expansion is not currently known but it is anticipated that this expansion would begin during the term of the Collective Agreement.

Interim changes to Library service hours may be required in response to operational needs, and/or in light of COVID-19. However, when it has been determined that service hours will be permanently expanded, the following provisions would be put into effect:

1. The City will provide 90 days' notice to the Union prior to any permanent expansion of library service hours.
2. Expanded week day (Monday through Friday) hours will be managed as part of the regular scheduling/process. Sunday hours will be scheduled in accordance with Article 28.
3. This agreement will remain in effect for the term of the Collective Agreement. The parties agree that the expansion of library services will become a standing item to be discussed at labour management meetings.

**AGREED TO BY:**

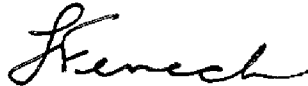
**FOR THE CORPORATION**



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Rona O'Banion  
Director, Library

**FOR THE UNION**



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Laura Fenech  
President, CUPE 1989

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January 9, 2025

Date

**APPENDIX K - MERGERS AND AMALGAMATIONS**

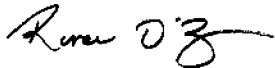
**LETTER OF UNDERSTANDING**  
**between**  
**THE MISSISSAUGA PUBLIC LIBRARY BOARD**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**  
**RE: MERGERS AND AMALGAMATIONS**

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The Parties agree that they share a mutual desire to keep each other informed in the event that the province considers the potential merger or amalgamation of the City of Mississauga with other municipalities. Both parties are committed to share information as it becomes available and discuss any potential impact to members of CUPE Local 1989 at Labour-Management meetings.

**AGREED TO BY:**

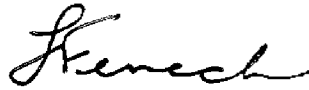
**FOR THE CORPORATION**



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Rona O'Banion  
Director, Library

**FOR THE UNION**



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Laura Fenech  
President, CUPE 1989

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January 9, 2025  
Date

**APPENDIX L - MILEAGE AND PARKING**

**LETTER OF UNDERSTANDING**  
**between**  
**THE MISSISSAUGA PUBLIC LIBRARY BOARD**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**  
**RE: MILEAGE AND PARKING**

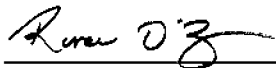
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Effective the date of ratification, the Corporation agrees to reimburse mileage and parking for attendees of the monthly and mid-monthly Labour Management Meetings.

Effective date of ratification, the parties agree that no other mileage and parking will be reimbursed for any other forms of Union business unless the City specifically requests a representative from another location. The parties further commit to having virtual meetings where possible and appropriate to do so.

**AGREED TO BY:**

**FOR THE CORPORATION**



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Rona O'Banion  
Director, Library

**FOR THE UNION**



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Laura Fenech  
President, CUPE 1989

January 9, 2025

Date

**APPENDIX M – OVERPAYMENTS AND UNDERPAYMENTS**

**LETTER OF UNDERSTANDING**

**between**

**THE MISSISSAUGA PUBLIC LIBRARY BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**

**RE: OVERPAYMENTS AND UNDERPAYMENTS**

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In the event an Employee is underpaid, the Employer will verify the amount owed. The correction will be made in the pay period following the date the underpayment was identified.

For an underpayment of twenty (20) hours or more, the Employee shall be reimbursed within three (3) Payroll days (Monday to Friday, exclusive of holidays) once underpayment is verified. If the underpayment is less than twenty (20) hours, but would cause undue hardship, the reimbursement shall be made as soon as possible, subject to mutual agreement between the parties. Reimbursements will be by electronic fund transfer (EFT).

Employees must inform the Employer of any overpayments if they become aware. In the event of an overpayment, the Employer will be fully reimbursed by the Employee with a mutually agreed upon repayment schedule that is manageable by the Employee.

**AGREED TO BY:**


**FOR THE CORPORATION**



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Rona O'Banion  
Director, Library

**FOR THE UNION**



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Laura Fenech  
President, CUPE 1989

January 9, 2025

Date

## **APPENDIX N – FLOATER POSITIONS AND VACATION**

**LETTER OF UNDERSTANDING**  
**between**  
**THE MISSISSAUGA PUBLIC LIBRARY BOARD**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989**  
**RE: FLOATER POSITIONS AND VACATION**

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The following Letter of Understanding pertains to the introduction of Floater positions and vacation enhancements. Both the Floater positions and the vacation enhancements shall be in effect for the duration of this Letter of Understanding. If this Letter of Understanding is no longer in effect, both the Floater positions and the vacation enhancements shall no longer be in effect.

### **Floater Positions:**

1. Floater employees will not have an assigned home location, and will be scheduled in order to provide relief staffing to all locations.
2. Upon hire, Floaters shall become members of CUPE 1989 and will be subject to all terms and conditions of the Collective Agreement, except for such terms specific to this Letter of Understanding.
3. Floaters shall be guaranteed a minimum of 20 scheduled hours per pay period, up to a maximum of 48 hours per pay period.
4. Floaters shall not be used to reduce or displace the hours of non-floater employees or permanently replace non-floater positions.
5. Up to eight (8) Floaters shall be assigned to either Library Assistant 3B or Library Assistant 4 levels.
6. Floaters may be assigned to more than one location during the course of one day. In these instances, scheduled shifts shall be continuous, i.e. no “split shifts”, unless indicated on availability forms and scheduled as such. Where Floaters are directed to travel to another branch once their shift has started, travel time between assignments shall be paid, and mileage and parking, if applicable in accordance with the Collective Agreement. Travel time and mileage does not apply between voluntary split-shifts.
7. Floaters shall be assigned only after available shifts have been posted throughout the system. For clarity, shift vacancies are to be filled in the following order:

- a. A maximum of two weeks prior to an available shift, "Shift Available" emails will be sent system-wide. Floaters are not eligible to pick up these shifts.
  - b. A minimum of 48 hours before an available shift, Floaters may be assigned.
  - c. For same-day shift vacancies, Floaters may be requested but not assigned.
  - d. Within the foregoing conditions, Management will determine how floaters are deployed, taking into account branch/department needs and Floater preferences. Management will assign Floaters no later than 9:00pm on the evening prior to the assignment. Tuesday shifts may be assigned on Saturday.
8. Floaters may fill temporary vacancies of two (2) weeks or longer to a maximum of sixteen (16) weeks if there are no staff eligible or interested in over hours in accordance with Article 15. These shifts will be filled two weeks at a time. Where shifts are available as a result of other extended absences of two weeks or more including or similar to vacation or recruitment periods, floaters may fill all shifts without the posting of "Shift Available".

The City will arrange for a physical demands analysis/ cognitive demands analysis to be completed for Floater positions no later than ninety (90) days after ratification

**Vacation:**

While the Floater positions are in effect, the following table shall supersede the existing 24.03 (a) and (b)

Full-Time Vacation

<b>Completed Years of Service (as of June 30<sup>th</sup> each year)</b>	<b>Hours Accrued per Month</b>	<b>Days per Year</b>	<b>Hours per Year</b>
Upon Hire, less than one year (prorated one day for each month of service, up to 10 days)	5.83	As accrued	As accrued
Years 1-2	5.83	10	70
Year 3	8.75	15	105

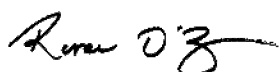
Years 4-13	11.67	20	140
Years 14-17	14.58	25	175
Years 18+	17.5	30	210

**Part Time Vacation**

<b>Years of Continuous Service</b>	<b>Unpaid Days per Year</b>	<b>Percentage Vacation Pay</b>
Less than 1 year	1 day per month of employment up to 10 days	4%
1 year but less than 3 years	10	4%
3 years but less than 5 years	15	4%
5 years or more of employment	20	6%

**AGREED TO BY:**

**FOR THE CORPORATION**



Rona O'Banion  
Director, Library

**FOR THE UNION**



Laura Fenech  
President, CUPE 1989

January 9, 2025

Date