

**COLLECTIVE AGREEMENT**

*Between*

**THE BARRIE PUBLIC LIBRARY BOARD**

*And*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380**

**EXPIRY OF AGREEMENT: DECEMBER 31, 2027**

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**This Agreement**

**BETWEEN: The Barrie Public Library Board  
(hereinafter called the "Employer")**

**and**

**The Canadian Union of Public Employees  
And its Local 2380 (Library Staff)  
(hereinafter called the "Union")**

**WHEREAS the Union by Certificate dated the 26<sup>th</sup> day of May, 1980 is the certified bargaining agent for all employees in the bargaining unit hereinafter described:**

**AND WHEREAS the parties hereto have agreed to enter into a collective bargaining agreement upon the terms hereinafter set forth:**

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

### **General Purpose:**

**It is desirable that a spirit of cooperation and understanding be maintained between the Employer and employees and the purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.**

## Article 1 - Recognition

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees, save and except the Chief Executive Officer, Managers, Co-ordinators and persons above the rank of Managers and Co-ordinators, staff in the Finance, Human Resources, Information Technology, Marketing and Communications Departments, Executive Assistant to the Chief Executive Officer and students employed during the school vacation period.
- 1.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

## Article 2 - Definitions

### 2.01 Use of Gender

Where the singular or feminine is used in this Agreement it shall be considered as if the plural or masculine has been used where the context so requires.

### 2.02 Librarian

A librarian is a person holding a University degree and a degree in Library Science or Library Service from a University who performs the duties of a librarian.

### 2.03 Permanent Full-Time Employee

A Permanent Full-Time Employee is an employee within the bargaining unit who has satisfactorily completed the probationary period of employment and is regularly scheduled to work more than twenty-four hours per week.

### 2.04 Permanent Part-Time Employee

A Permanent Part-Time employee is an employee within the bargaining unit who has satisfactorily completed the probationary period of employment and is regularly scheduled to work up to twenty-four hours per week.

### 2.05 Contract Employee

- a) A Contract employee is one who is filling a position on a temporary basis for a pre-determined period of time. Such Contract employee shall, at the commencement of employment, be informed in writing, with a copy to the Union, of the anticipated duration of the period of employment. Such Contract employee shall not acquire seniority or be entitled to benefits under this Agreement but shall be entitled to wage rates set forth in this Agreement.

- b) A member of the bargaining unit who accepts a position on a Contract basis for a predetermined period is not considered a Contract employee but is considered to be on Temporary Assignment.
- c) Contract positions shall not exceed 18 months without the mutual agreement of the Union and the Employer.

#### 2.06 Chief Executive Officer

When the term Chief Executive Officer is used in this agreement, with the exception of Article 1.01 of this agreement, it shall be understood that the term shall mean the Chief Executive Officer or any excluded person given authority by the Chief Executive Officer to act as their designate.

#### 2.07 Working Day

A working day shall mean any day from Monday to Sunday, inclusive, excluding those days recognized as holidays under Article 24 – Paid Holidays.

#### 2.08 Use of Employees

Where the terms employee or employees is used in this Agreement it shall include only those employees defined in Article 2.02, Article 2.03 and Article 2.04 therein, unless otherwise specified in a heading or an Article or Sub-Article.

### Article 3 - Relationship

- 3.01 The Employer and the Union agree that there shall be no intimidation discrimination, interference, restraint or coercion exercised or practiced with respect to any employee by reason of race, sex, age, marital status, political affiliation, religion, creed, nationality or place of residence, sexual orientation, gender identity or expression, nor by reason of their membership or activity in the Union.
- 3.02 The Union agrees it will not discriminate against, coerce or restrain any employee because of their membership or non membership, their activity or their lack of activity in the Union.
- 3.03 The Union agrees that neither the Union nor its members will engage in Union activities during working hours or hold meetings on the Employer's premises at any time without obtaining the prior permission of the Chief Executive Officer.
- 3.04 The Union Vice-President or designate may attend all committees in lieu of one of the labour representatives where Labour Representation is mandated. i.e. Labour Management, Health and Safety, Job Evaluation.

3.05 Persons who are not covered by the terms of the Agreement shall not perform work normally done by the employees covered by the Agreement where it directly results in the reduction in normal hours of work or lay off of a bargaining unit member nor where such work was formerly done by members of the bargaining unit. Union members shall not be required to hire, fire, discipline, or write performance appraisals.

## Article 4 - Management Rights

4.01 The Union acknowledges it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency.
- b) Promote, classify, demote, lay-off, transfer and hire employees and also to suspend, discipline or discharge employees covered by this Agreement, provided that a claim by an employee who has acquired seniority that they have been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided.

4.02 The Union further recognizes the right of the Employer to operate and manage the Library in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings, and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Labour-Management Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer shall exercise its rights in a fair and reasonable manner.

4.03 The Employer will exercise its management rights in accordance with the provisions of this Agreement and any applicable legislation

## Article 5 - Union Membership and Deduction of Union Dues

5.01 Dues/Fee Deductions from Pay

Upon commencement of employment the Employer shall deduct a one-time initiation fee along with regular Union dues from the bi-weekly pay of each employee in the amount or rate notified in writing from time to time to the Human Resources Department of the Library by the Secretary-Treasurer of CUPE Local 2380. The Union agrees that the amount or rate of dues/fee to be so deducted, when once set, shall not be changed by the Union for a period of six

(6) months and thereafter shall not be changed more than once in any six (6) month period.

#### 5.02 Remittance of Dues/Fee Deductions

The Employer shall forward to the Secretary-Treasurer of CUPE Local 2380 a cheque for the amount deducted pursuant to Article 5.01 for the initiation fees on a monthly basis. The Employer shall forward to the Secretary-Treasurer a cheque in the amount deducted pursuant to Article 5.01 for regular union dues on a monthly basis along with a list of names of all employees from whose wages the deductions were made in the previous month, as well as a list of all names added to and all names deleted from the dues/fee deductions list for that month.

#### 5.03 Save Harmless

The Union and its CUPE Local 2380 will jointly and severally indemnify and save harmless the Board and all its officers and employees from any and all claims which may be made against the Employer or any employee of the Board by reason of deductions from pay provided for by this Article.

5.04 The Employer agrees to provide each new employee covered by the Collective Agreement with the following documents:

- i) Collective Agreement
- ii) List of Union Officers

#### 5.05 Union Constitution/By-Laws

The Union will provide to the Board an approved copy of the section of the By-Laws or Constitution of CUPE Local 2380 authorizing any such dues/fees and contributions, and an approved copy of the section of the minutes of a meeting at which any change in such dues/fees and contributions is made.

## Article 6 - Union Representation

- 6.01 a) All correspondence between the parties arising out of this Agreement, except for Article 7 and 8; shall pass between the Manager of Human Resources or designate and the Library Union Vice President or designate, and CUPE Local 2380 Recording Secretary.
- b) The Employer shall provide the Union, at the time of hiring or change in the position of an employee, including temporary transfers of more than two (2) weeks, the employee's name, address, date of hire or change in position, title and level of position, and the wage rate or salary step.

- 6.02 a) The Union has the right to select six (6) Union Stewards, including a Chief Steward. The Employer agrees to recognize six (6) stewards, at least one from each location.
- b) The Employer also recognizes a Negotiating Committee of not more than four (4) employees of the Library selected by the Union plus the President of CUPE Local 2380 and the CUPE National Representative and one special counsel.
- c) Where an employee on the Negotiating Committee is less than full-time, the Employer agrees to modify their work schedule to be available for scheduled bargaining dates between the Union and the Employer. There shall be no loss of hours for the employee.
- d) A Grievance Committee shall be comprised of not more than four (4) elected Library representatives of CUPE Local 2380, the President of CUPE Local 2380 if requested, and the CUPE National Representative, in accordance with Articles 7, 8 and 9.
- 6.03 The stewards and members of the Grievance committee may leave their work without loss of basic pay, seniority or benefits to attend to Union business on the following conditions:
- a) The time shall be devoted to the prompt handling of necessary Union business.
- b) The stewards and members of the Grievance Committee concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- c) The time away from the productive work shall be reported to the supervisor so that a proper record of same may be kept.
- d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.04 A Union representative will be given thirty (30) minutes with each new employee without loss of pay, to acquaint such employee(s) with the Union and its function, during the first six (6) weeks of employment. The Union shall designate a steward for this purpose. The Union steward and the applicable supervisor shall arrange a mutually agreeable time for this meeting. It will be the responsibility of the Human Resources Department to inform the Library Union Vice President and the Recording Secretary of Local 2380, within the first month of employment, whenever a new employee begins.

## Article 7 - Grievance Procedure

7.01 It is the mutual desire of both parties hereto that complaints and grievances shall be adjusted as quickly as possible. A grievance originated either by the Employer or the Union shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

### 7.02 Complaint

Where an employee has a complaint they shall ask for a meeting with their Manager or designate within ten (10) working days (excluding paid holidays) of the circumstance giving rise to it occurred, or became known or ought to have become known to the employee.

The Manager or designate shall meet with the employee to discuss the complaint within ten (10) working days (excluding paid holidays) of the employee's request to meet, or such mutually agreeable time thereafter. The employee may have their steward present at this meeting if they so desire. The purpose of the meeting shall be to attempt to resolve the complaint.

If the complaint is not resolved, the Manager or designate shall provide a written response to the complainant within ten (10) working days (excluding paid holidays), or such mutually agreeable time thereafter.

### 7.03 Grievance Procedure

All grievances, shall be submitted in writing and replies to all grievances shall be made in writing. Before submitting a grievance at Step 1, all individual grievances must proceed through the complaint procedure described in Article 7.02.

#### Step 1:

Within ten (10) working days (excluding paid holidays) of the receipt of the answer from the Manager or designate under Article 7.02, the employee may elect to file a grievance in writing to their Director or designate.

The Director or designate shall render their decision in writing within ten (10) working days following receipt of the grievance.

#### Step 2:

Should the answer of the Director or designate not be satisfactory to the employee, then they may within ten (10) working days of receiving the said answer, present the grievance to the Chief Executive Officer. A meeting shall be held within a period of ten (10) working days with the grievor, a member of the Grievance Committee and the Chief Executive Officer, or their designate. The President of the Local and/or the National Representative of the Union, at the

request of either party, may be present at this meeting. The Parties agree that all grievances heard at Step 2 and above shall have the outcome reported to the Library Board.

The Chief Executive Officer shall render their decision in writing within ten (10) working days following the said meeting.

If the grievance is not resolved, the grievance may be referred to arbitration as provided in Article 8, at any time within thirty (30) working days of receipt of the decision, but not later.

7.04 Where a dispute involving a question of general application or interpretation within the Collective Agreement occurs, or where a group of Employees or the Union has a grievance, the grievance will be filed at Step 1. Such Policy Grievance shall be filed within ten (10) working days (excluding paid holidays) of the circumstances giving rise to the grievance occurred or became known or ought to have become known to the Union. It is understood that the complaint process outlined in Article 7.02 does not apply to Policy Grievances.

7.05 The time limits contained in the Grievance procedure may be extended by mutual agreement between the parties in writing.

7.06 At the discretion of the Chief Executive Officer, the Employer may supply the necessary facilities for the grievance meetings.

#### 7.07 Mediation

Prior to any grievance proceeding to arbitration the parties may agree to use the services of a Grievance Mediator. The costs of this service shall be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to the arbitration hearing.

## Article 8 - Arbitration

8.01 Any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7 and which has not been settled, may be referred to arbitration as provided below or pursuant to the *Labour Relations Act*.

8.02 When either party requests that any matter be submitted to arbitration as provided in the Article 7, it shall make such request in writing addressed to the other party in this Agreement. The Employer and the Union will mutually agree upon a single arbitrator.

- 8.03 The decision of the Arbitrator shall be final and binding on both parties.
- 8.04 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.05 The parties to this Agreement will bear the expense of the Arbitrator jointly.
- 8.06 The time limits contained in the Arbitration Procedure may be extended by mutual agreement between the parties in writing.

## Article 9 - Discharge, Suspension and Discipline

- 9.01 In the event of an employee who has attained seniority being discharged or suspended from employment the case may be taken up as a grievance. When an employee is discharged or suspended they shall be given the reason in the presence of their steward or other designated member of the Union. Such employee and the Union shall be advised promptly in writing by the Chief Executive Officer of the reason for such discharge or suspension.
- 9.02 A claim by an employee who has attained seniority, that they have been unjustly discharged or suspended from their employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Chief Executive Officer. The grievance must be submitted within ten (10) working days after the employee is notified of the discharge or suspension, or within ten (10) working days after the employee ceases to work for the Employer, whichever is the earlier. Claims under this section shall be heard at Step 2.
- 9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation from time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator, as the case may be.
- 9.04 Warnings and Adverse Reports
- a) Wherever possible the employer will follow the tenets of progressive discipline, i.e. verbal, written, suspension as a remedial measure when censuring employees.
  - b) Wherever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction if such employee fails to bring their work up to the required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such

censure to the employee involved, with a copy to the Chief Steward at the Barrie Public Library. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. Employees shall have a right to union representation at all steps of the grievance procedure in accordance with Articles 7, 8 and 9 of the Collective Agreement.

## **Article 10 - Promotions, Appointments, Transfers and Job Postings**

- 10.01 a) In cases of promotion and transfer (other than promotions outside the bargaining unit) the following factors shall be considered:
- i) Seniority
  - ii) Ability to perform work
- b) It is understood that where qualifications referred to in (ii) are relatively equal then seniority shall apply. The Employer shall evaluate factor (ii).
- c) Vacancies in existing classifications or new classifications shall be posted on the bulletin board for a minimum of ten (10) working days and any employee in the bargaining unit may make application for such vacancy. External job postings may be made at the same time as internal job postings, however internal candidates shall be considered first. For clarity, external applications will be held separate and will not be reviewed until the internal process is complete. Job Postings will be posted on the intranet and on bulletin boards, at the same time. With a copy sent via e-mail to the Recording Secretary of CUPE Local 2380.
- d) Where a vacancy is created as a result of the filling of another vacancy, the resulting vacancy may be posted for a minimum of five (5) calendar days.
- e) If there is only one applicant for a position, that is the same classification, same department, same number of scheduled hours of work, and meets all the criteria, then an interview will be waived, regardless of location.
- f) The posting shall contain the title and nature of position, required qualifications, and wage or salary rate or range.
- g) Non system wide employees interested in changing their status to system wide in order to be eligible for transfers should notify their manager in writing.
- 10.02 An employee selected in accordance with the foregoing may elect, within a period of thirty (30) working days from such employee's selection, to return to such employee's former classification. If the employee does so then the employee shall be precluded from applying to fill any other vacancy for the

period of twelve (12) calendar months. Upon request, the selected employee shall be granted up to ten (10) working days, paid at regular rate, for the purposes of orientation/training in the new classification. Following any such training period, the Employer shall have a period of thirty (30) working days in which to determine whether the employee is performing the functions of the new classification to its satisfaction. This does not fall under the definition of “probation” as mentioned in Article 20.02. If the Employer concludes that the employee is not so performing, then the Employer may place the employee in the employee’s former classification without prejudice. Any employee who has been selected to fill a vacancy and who has subsequently been displaced by the former incumbent’s return pursuant to this Article shall be placed in their former classification.

- 10.03 a) An employee who for the convenience of the Employer, is temporarily transferred from one classification to a lower paid classification shall receive a salary of not less than that which the employee received before such temporary transfer. Whenever possible, the Employer shall give one week’s notice of such transfer.
- b) When an employee temporarily substitutes on a job within the bargaining unit during the absence of another employee and is assigned the major duties of that job, for a period exceeding two (2) weeks, then the employee shall receive the pay for the classification at the same step the employee is presently on in the higher paying classification.
- c) If a permanent employee accepts a Contract in Article 2.05 (a), such employee shall still be considered a permanent employee on Temporary Assignment and therefore shall continue to acquire seniority and shall be entitled to all the benefits of the Collective Agreement, including Sunday and additional hours as per Articles 14.06 and 14.07 of this Agreement.
- 10.04 An employee shall not be transferred on a permanent basis from one work location to another in an unfair manner. The affected employee shall be informed both in writing and in person. A minimum four (4) weeks written notice of transfer shall be given to any employee permanently transferred. Article 6.01 b) shall apply.
- 10.05 a) **Workplace Accommodations – Non-Occupational Disability**  
An employee who, through illness or injury, cannot return to their normal duties and responsibilities on a temporary basis, will be accommodated pursuant to the Ontario *Human Rights Code*. The employee shall be granted wage protection at their pre-disability level of pay for their position for the duration of the temporary accommodation. It is understood that nothing in this section is intended to limit or expand the Employer’s, the Union’s or the employee’s

obligations to accommodate disabled employees under the Ontario *Human Rights Code*.

#### 10.06 Transfers and Promotions (Seniority Outside the Bargaining Unit)

No employee shall be transferred to a classification outside the bargaining unit without their consent. If an employee is transferred or promoted to a classification outside the bargaining unit the employee will not continue to accumulate seniority for the period worked outside of the scope of the Collective Agreement, nor pay union dues. Seniority will however be maintained but lost if the employee does not return to the bargaining unit within 18 months.

10.07 The Employer shall maintain job descriptions for all jobs listed in Schedule "A" forming part of this Agreement.

#### 10.08 Joint Job Evaluation

- a) The parties shall ensure that a Joint Job Evaluation Committee (JJEC) is maintained for the duration of this Agreement. The mandate, general principles, process, review of decisions and dispute resolution mechanism of the JJEC, related to the program and its processes shall be set out and reviewed annually in the Terms of Reference.
- b) Whenever a current classification covered in Schedule "A" is significantly modified, or a new one created, a meeting of the JJEC shall be convened.
- c) In the event that an employee whose job has been evaluated disagrees with the results they may submit a reconsideration form to the JJEC, within 14 working days of receiving their evaluation.
- d) The Employer shall provide administrative support for the purpose of recording minutes of said meetings and filling in the appropriate tools as consensus is reached.
- e) All jobs shall be subject to review by the JJEC every five (5) years.

### Article 11 - Lay-Offs

11.01 a) A lay off shall be defined as a reduction in the workforce or a permanent reduction in the hours of work.

In the event that an employee is laid off from work the employee shall receive at least twenty (20) working days' notice or twenty (20) working days' pay in lieu of notice.

Those affected by layoff shall have the right to displace another permanent employee as follows:

- i) displace the least senior employee working the same number of hours in their classification; or
- ii) displace a less senior employee working less hours in their classification; or
- iii) displace a less senior employee working in a lower classification.

The least senior permanent employee displaced shall retain recall rights per the Collective Agreement. An employee who is notified of recall by registered mail shall within five (5) working days of receipt of said notification, inform the Employer of the individual's intention to return to work and the individual shall return to work within seven (7) working days after the receipt of such notification. Failure of the employee to meet the aforementioned deadline shall entitle the Employer to consider an employee as having resigned.

- b) Before a employee is laid off, such an employee shall be offered the opportunity to displace a Contract Employee provided the applicant has the required qualifications to perform the duties involved.
- c) If a lay-off is not in excess of two (2) years, employees shall be recalled according to seniority and their ability to perform the work, as work becomes available.
- d) The Employer shall evaluate the qualifications required to perform the duties involved in 11.01 a, b, and c.
- e) The employee shall be responsible for notifying the Employer of any change of address.

#### 11.02 Recall

- a) An employee laid off or displaced from their regular classification pursuant to Article 11.01 (a) is subject to recall in accordance with the following, provided they have the qualifications and the ability to perform the job.
  - i) If the Employer declares that a vacancy exists in a classification from which an employee has been laid off or displaced, the employee shall be recalled to their regular classification. Where two or more employees have been laid off or displaced from such classification, the most senior of such employees shall be recalled.
  - ii) If the Employer declares that a vacancy exists in a classification from which no employee has been laid off or displaced, the most senior

employee on layoff shall be recalled, provided that no employee shall be recalled to a higher-paying classification than the one from which they were laid off, unless they have been previously classified in, and has demonstrated satisfactory performance in, such classification with the Employer.

iii) If the Employer declares that a vacancy exists in a classification to which no employee is subject to recall pursuant to paragraph (a) or (b) above, the vacancy shall be posted in accordance with Article 10. No new employee shall be hired to perform a job covered by this Collective Agreement as long as there is a permanent employee on layoff who has the qualifications and ability to perform that job.

b) A laid off or displaced employee is free to apply for any posted job.

11.03 Pages may be laid off in reverse seniority order in accordance with the provisions of the *Employment Standards Act*. Pages shall not have the right to bump. The Employer shall recall those Pages with the most seniority first.

## Article 12 - Labour-Management Relations

12.01 a) A Joint Labour-Management Committee consisting of not more than two (2) representatives from the Union and two (2) representatives from Management shall meet to discuss matters not covered in this Agreement and with a view to promoting good labour-management relations and communications. Meetings of the said committee shall be held upon reasonable notice at the request of either party at least every two months during the term of the Agreement.

b) Employees attending Joint Labour-Management Committee meetings shall be paid at their regular rate for time necessarily lost from work for the purpose of attending such meetings.

c) Draft minutes shall be posted prior to the next Joint Labour-Management meeting.

d) The parties will play an active and important role in the consultation process and recognize the equality of the parties within the consultation process. The members will work together to find workable solutions and resolve differences, recognizing that not all issues can be settled through this forum.

e) Issues for which other formal redress mechanisms have been established will not be discussed at the committee level (ie: Health & Safety Committee, Grievance and Arbitration procedures).

- 12.02 The Employer agrees to provide the Union with a list of its personnel with whom the Union may be required to transact business.
- 12.03 The employees have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating a contractual agreement or assisting in the settlement of a grievance with the Employer up to and including conciliation and/or in accordance with Articles 7 and 8 of this Agreement.
- 12.04 Employees designated to attend meetings called by the Employer on negotiations which are held during the employee's regularly scheduled working hours shall attend without loss of remuneration up to and including conciliation.

### **Article 13 - Exchange of Information**

- 13.01 The Library 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 of meetings and such other notices as may be of interest to the employees.
- 13.02 An employee shall have the right to review their file in the presence of the Manager of Human Resources or designate and shall have the right to have a copy of any document in their file but shall not alter or remove any document from their files. An employee shall have the right to respond, in writing, to any document contained therein, such reply to become part of their record. The employee shall give two (2) working days' notice to have access to the file and the written response to any document contained in the file shall be given within ten (10) working days of the date of access.
- 13.03 No adverse reports or unfavourable comments will be placed in an employee's file unless the employee has received a copy of such adverse report or unfavourable comments. Such adverse reports, unfavourable comments or disciplinary letters shall be removed from the employee's files after twenty-four (24) months. This shall include employee's personnel file.

### **Article 14 - Hours Of Work**

#### **14.01 Operating Hours**

- a) Employees will be required to work at such times as are necessary to provide the level of library service authorized by the Employer. Work schedules may require shift work; there will be no split shifts, unless mutually agreed by the Employer and the employee.
- b) Employees required to do outreach presentations will be fully compensated for time worked.

#### 14.02 Normal Hours of Work

- a) The following paragraphs 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.
- b) The normal work day shall consist of no more than seven (7) hours exclusive of meal periods.
- c) The normal work week shall be thirty-five (35) hours per week Saturday to Friday.
- d) The normal hours of work shall be between 8:00 a.m. and 9:30 p.m. Monday to Friday and 7:00 a.m. and 5:30 p.m. Saturday and Sunday.
- e) When an employee is required to attend work on a regular day off due to meetings or training said employee will be scheduled another day off during the week.
- f) No employee will be scheduled for less than three (3) hours, inclusive of staff meetings and trainings.
- g) Page Hours of Work
  - i) Evening and weekend scheduling may be adjusted in order to maintain the efficient operation of the library.

#### 14.03 Permanent Full-Time Employees Flex-Time

- a) At the discretion of and with the written approval of the Chief Executive Officer, "flex-time" may be scheduled if requested by an employee.
- b) The flex work day shall not commence before 8:00 a.m. nor finish later than 9:30 p.m. Monday to Friday and shall not commence before 8:00 a.m. nor finish later than 5:30 p.m. on Saturday. The total number of work hours in a work day shall not exceed eight (8) hours. The total number of normal hours of work shall not exceed seventy (70) hours in any two week schedule.
- c) No additional benefits can be earned, in overtime, sick leave or any other benefits, merely by adopting a flex-time work schedule.
- d) When an employee working on a flex-time schedule receives the holidays listed in 25.01 the holiday is calculated on the basis of the daily average flex-time hours worked by the employee in their last scheduled week.

#### 14.04 Rest Periods

- a) Employees shall receive one fifteen minute rest period during each continuous work period of not less than three hours, such rest period to be taken at the discretion of the supervisor.

#### 14.05 Shifts

The hours of work and days of work for individual employees shall be posted on the appropriate bulletin boards (or an alternate format as agreed by the parties).

#### 14.06 Sunday Hours

Permanent Part Time and Permanent Full Time employees that provide public services will not be required to work more than one (1) Sunday per pay period, unless otherwise mutually agreed.

Page Workers and Community Engagement Assistants will be scheduled for Sundays at the discretion of the Employer. Employees that provide technical services will be excluded from Sunday work due to operational needs.

The Library will be closed on a Sunday immediately preceding a Statutory holiday, except for the Sundays preceding Family Day, Victoria Day, Civic Holiday, Labour Day and Thanksgiving Day.

#### 14.07 Additional Hours

- a) Where additional hours become available, such hours shall be offered first to interested part-time staff in order of seniority on a departmental basis within the department concerned, and lastly to full-time staff in order of seniority on a departmental basis, provided such additional hours do not result in overtime and such hours are on a voluntary basis only.
- b) If the additional hours require the employee to operate a Library vehicle, the hours shall be offered to employees who are trained and insured, where applicable, to operate the Library's vehicles.
- c) Employees shall notify their Manager in writing if they do not wish to be offered additional hours.

#### 14.08 Library Closure

If the Chief Executive Officer closes the library during operating hours and authorizes staff to go home, all employees present are deemed to have worked their normal scheduled hours for that day. Employees scheduled to begin work at or after the closure hour will be deemed to have worked their normal

scheduled hours for that day. Employees who are contacted prior to the beginning of their shift that the library is closing, are deemed to have worked their normal scheduled hours for that day.

- 14.09 The Union and the Library shall endeavor to ensure that employees are not in a position to be working alone in any branch or in outreach situations that are isolated or at night.

## Article 15 - Overtime

- 15.01 a) The union recognizes that overtime may be necessary and is part of the job. The Employer agrees that if the employee scheduled for overtime has a previous commitment, then another employee will be asked to work the overtime.
- b) All overtime will be authorized by the Chief Executive Officer prior to the overtime being worked.
- c) All authorized time worked in excess of seven (7) hours per day, exclusive of rest periods shall be considered overtime. Overtime will be compensated at the rate of one and one-half times the employee's regular rate of pay or in time off equal to one and one-half times the hours worked.

- d) Call-In Guarantee

All employees required to work overtime, which is not consecutive with normal working hours, shall be paid for a minimum of three (3) hours at the appropriate overtime rate, or for all hours worked at the appropriate overtime rate, whichever is greater.

A Call-in means the time worked by all employees when the employee has been called in by an authorized official of the Employer to return to work after regularly scheduled working hours or in the case of a permanent employee on a non-scheduled working day.

- e) The method of compensation will be chosen by the employee at the time the overtime is authorized.

The employee may choose to bank hours earned as a result of overtime worked. Any such banked hours must be taken in time off within nine (9) months from the date the overtime is worked or by March 31<sup>st</sup> of the following year, whichever comes first. Banked time shall be taken at a time mutually agreed upon by the employee and their manager. Any lieu time requested to be taken off in July and/or August in any year shall not be granted prior to approval of the vacation schedule specified in Article 25.

No employee shall bank, in a calendar year, more than five (5) working days i.e. thirty-five (35) hours. A part-time employee may not bank more than that which the employee is normally scheduled to work per week. The method of compensation chosen for hours in excess of this amount shall be payment rather than time off.

If banked overtime is not taken in time off within nine (9) months from the date the overtime is worked or by March 31<sup>st</sup> of the following year, whichever comes first, the overtime will automatically be paid out to the employee at their current rate.

15.02 All authorized overtime work performed on paid holidays shall be paid for at the rate of time and one half.

15.03 There shall be no overtime worked in any operation while there are employees on lay-off able and readily available to perform the required work. This clause does not apply to overtime worked by employees on a short-term or irregular basis.

## Article 16 - Leave of Absence

### 16.01 Benefits During Unpaid Absence

The Employer will not pay the premiums of the benefit plans specified in Article 23 and will not grant sick leave credits, vacation credits or paid holidays for an employee who is absent without pay for more than thirty (30) working days.

### 16.02 Leave of Absence for Library Committees

The Chief Executive Officer may, at their discretion, grant time to employees who serve on extra and intra library committees for the performance of their duties and functions and they shall be paid at their regular rate for the time necessarily lost from work for the purpose of attending such meetings.

### 16.03 Jury Duty/ Subpoenaed Witness Duty

The Employer shall grant leave of absence without loss of seniority, pay, or benefits to an employee who serves as a juror or is subpoenaed to appear as a witness in any court, other than on their own behalf. The employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### 16.04 Bereavement Leave

- a) Leave of absence without loss of pay shall be granted to employees arranging, mourning and/or making funeral arrangements, attending a funeral, burial, cremation, memorial service of a member of their immediate families consisting of spouse, child, or parent to a maximum of five (5) working days.
- b) Leave of absence without loss of pay shall be granted to employees arranging, mourning and/or making funeral arrangements, attending a funeral, burial, cremation, memorial service of a ward, guardian, foster-parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, daughter-in-law or son-in-law to a maximum of four (4) working days.
- c) Up to one (1) discretionary day shall be granted by the employer to employees to be used when mourning and/or making funeral arrangements, attending a funeral, burial, cremation, memorial service of a family friend not identified in article a or b. The Employer reserves the right to request reasonable proof in the circumstances.
- d) Where the funeral, burial, cremation, memorial service occurs outside of the Province of Ontario or more than four hundred (400) kilometres from the Employee's home, up to four additional days with pay may be granted for travelling time. Permanent part-time and Page employees shall only be granted paid leave for those days when the employee was scheduled to work.
- e) Leave of absence without loss of pay shall be granted to Pages attending a funeral, burial, cremation or memorial service of a member of their immediate families consisting of spouse, child, parent, sister, brother, grandparent or grandchild for a maximum of two (2) scheduled working days.

#### 16.05 Leave of Absence- General

A leave of absence without pay and without loss of seniority may be granted by the Chief Executive Officer at the Chief Executive Officer's discretion. Any request for a leave of absence shall be in writing and shall give at least ten (10) working days' notice. Said employee, on completion of the leave of absence, shall return to a position equivalent to the former position.

#### 16.06 Leave of Absence for Union Business

- a) The Union acknowledges that Union officers have their regular duties to perform on behalf of the Library. Such persons shall not absent themselves from their work for union business without permission of their immediate supervisor. Such permission shall not be unreasonably denied.

- b) Upon written request at least one (1) week in advance, leave of absence without pay and without loss of seniority or benefits will be granted to not more than four (4) employees, selected or appointed, to attend Union conventions or conferences or Union business within the Local for an aggregate of not more than forty (40) working days in any calendar year, provided that such absences do not interfere with the efficient functioning of the Library.
- c) In the case of an approved leave for union business granted under Article 16.06, the Library shall continue to pay the employee(s) involved and shall bill the Union for the cost of salaries/wages and the Library's share of mandatory benefits (e.g. Employer Health Tax, CPP, EI, OMERS, WSIB).

#### 16.07 Educational Leave

- a) Leave of absence of not more than twelve (12) continuous months may be granted at the discretion of the Chief Executive Officer for an employee to take a course of full-time study in a field directly related to their position at the Barrie Public Library if the employee has been employed by the library for at least twelve (12) consecutive months. Such a request will not be unreasonably denied if, in the opinion of the Chief Executive Officer, the course of study would benefit the Employer.
- b) The leave of absence would be without pay, benefits, personal leave or vacation credits and without loss of seniority.
- c) An employee wishing to take such leave shall notify the Employer in writing, immediately when they make application for full-time enrollment and shall make a formal request in writing for such leave when notified of their acceptance, but not later than two (2) weeks before the leave commences, whenever possible.
- d) The number of employees that may be absent under Article 16.07 at one time shall be subject to operational requirements, at the discretion of the Chief Executive Officer.
- e) On completion of such leave of absence, an employee shall return to a position equivalent to their former position.

16.08 Any other requests for leave will be subject to the *Employment Standards Act*.

### Article 17 - Personal Leave

- 17.01 a) Personal leave shall mean the time an employee is permitted to be absent from work with full pay by virtue of being sick, quarantined or disabled or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*, or dependent care (for an employee's spouse, parent, parent-

in-law, child or dependent), for dental and medical appointments (for self or dependent), or personal emergencies.

- b) Permanent Full-Time Employees shall be allowed personal leave credits on the basis of one and one half (1 1/2) days per calendar month of employment.
- c) Permanent Part-Time Employees shall be allowed personal leave credits on the basis of one and half (1 1/2) days per calendar month of employment proportionate to their regular working time based on the number of hours worked in one (1) week divided by thirty-five (35).
- d) It is agreed and understood that no personal leave credits will be granted for the employee's first three (3) continuous months of service. When the appointment becomes permanent the personal leave credits will be effective from the date of hire. The unused portion of personal leave will be accumulative up to a maximum of 260 days.
- e) Page employees shall be entitled to personal time calculated at the rate of 0.050 hours per hour worked in the previous calendar year. Such time shall be granted annually in January, and unused time shall expire at the end of the calendar year. It is understood that no personal leave will be granted for the Page employee's probationary period, but the calculation shall include this time once the Page employee has passed probation. If the Page employee's probationary period ends after January in their second calendar year of employment, the calculation will be done at the end of probation based on time worked in the previous calendar year.

17.02 After ten (10) years of continuous employment a Permanent Full-Time or Part-Time Employee, exclusive of Pages, who resigns or retires shall receive a payment of cash equivalent to one half (1/2) of the unused portion of their accumulated personal leave credits, at the rate of pay immediately preceding such resignation or termination. Such payment shall be credited to the estate of a Permanent Full-Time or Part-time Employee who dies during employment.

17.03 An employee who has been given reasonable notice that it will be required, may be required to produce proof of sickness in the form of a medical certificate and in all cases of sickness of more than five (5) working days a medical certificate is compulsory before returning to work. Any costs incurred will be at the Employer's expense.

17.04 In order to qualify for personal leave a Permanent Part-Time or Permanent Full-Time Employee must notify their supervisor as soon as possible prior to the beginning of the employee's shift, and provide the reason for their absence. When a Permanent Employee has exhausted their accumulated personal leave

and where they desire to remain covered under the employee benefits described in Article 23 of this Agreement then they shall pre-pay the premiums of such plans to the Employer.

- 17.05 Five-twelfths (5/12) of the rebate in the Employer's Unemployment Insurance premium, arising from the Employer's income protection plan, shall be shared with permanent employees and probationary permanent employees.

## **Article 18 - Pregnancy and Parental Leave**

- 18.01 An employee's entitlement to pregnancy and parental leave is as outlined in the *Ontario Employment Standards Act*.
- 18.02 a) Any employee who has been employed continuously for thirteen (13) weeks preceding the day of birth or adoption of a child is entitled to up to seventeen (17) weeks of pregnancy leave and up to sixty-one (61) weeks of parental leave for a total of seventy-eight (78) weeks of leave.
- b) Employees with twelve (12) months service in this bargaining unit who qualify for Pregnancy or Parental Leave under the Employment Standards Act and are eligible to receive Employment Insurance benefits, shall be entitled to a supplementary employment benefit for up to a maximum of twelve (12) continuous weeks during either pregnancy or parental leave, but not both.
- c) The supplemental employment benefit will be equal to the difference between 75% of the employee's normal, regular weekly earnings, and the sum of the employee's weekly Employment Insurance benefit. The supplemental payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55% of average weekly insurable earnings or, if lower, the maximum weekly EI benefit) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time (18 months) as may be permitted under the Employment Insurance Act.
- 18.03 Any employee who has been employed continuously for thirteen (13) weeks preceding the day of birth or adoption of a child is entitled to up to sixty-three (63) weeks of parental leave.
- 18.04 During an employee's pregnancy and/or parental leave, seniority continues to accrue.
- 18.05 During an employee's pregnancy and/or parental leave, the Employer continues to pay the Employer's share of the benefits as defined in Article 23.02 if applicable.

- 18.06 A pregnant employee shall give the Employer
- i) At least two (2) weeks written notice of the date on which they intend to commence their leave
  - ii) A certificate from a legally qualified medical practitioner stating the expected birth date.
- 18.07 If the employee wishes to return to work early from a pregnancy and/or parental leave, then they shall give the Employer four (4) weeks written notice of the revised date.
- 18.08 When an employee decides not to return to work they must give the Employer at least four (4) weeks written notice of resignation.
- 18.09 On return from pregnancy or parental leave, the employee shall be placed in their former position. If the former position no longer exists, then the employee shall be placed in a comparable position.
- 18.10 On return from pregnancy or parental leave, the employee will be reinstated at the rate of pay as if they had not been on leave (i.e. if increment was due, it will be granted taking into consideration leave of absence).

## **Article 19 -Expenses and Parking**

- 19.01 Employees will be compensated for reasonable expenses incurred for travel, hotel charges and meals when traveling on Employer business approved by the Chief Executive Officer and upon presentation of an expense report with original receipts.
- 19.02 Employees required to use their own cars for business of the Employer shall be paid a travel allowance for all distance actually and necessarily traveled on the Employer's business at the per kilometer rate paid by the City of Barrie.
- 19.03 Eight (8) free parking spaces will be made available at the Downtown Branch for the exclusive use during normal hours of work of members of C.U.P.E. Local 2380 (Library Staff). Administration of these spaces will be at the discretion of the Local Union.

## **Article 20 - Seniority**

- 20.01 a) Seniority is defined as the length of continuous service with the Employer calculated from the date upon which the Permanent Full-Time Employee last commenced employment with the Employer, and shall operate on a bargaining unit wide basis.

- b) All other employees not employed as Permanent Full-Time Employees but covered by this Agreement shall accumulate seniority on the basis of 1820 paid hours including overtime being the full-time equivalent of one year's seniority in the bargaining unit.
  - c) No employee shall accumulate more than 1820 hours towards seniority per year.
- 20.02 Seniority shall commence on the original date of hiring with the Employer provided that the appropriate probationary period has been completed. Termination of employment of an employee by the Employer during the probationary period shall not become subject to a grievance or arbitration procedure of the Agreement unless the grievance alleges discrimination.
- 20.03 The Employer will supply the Union with two seniority lists in January, May and September of each year. One list will include Pages only, with all other bargaining unit members listed on the other. Such lists shall be subject to challenge for a period of two (2) months, failing which they shall be considered to be correct for all purposes.
- 20.04 Seniority status, once acquired, will be lost only for the following reasons:
- a) Voluntary resignation
  - b) Discharge for just cause
  - c) Lay-off in excess of two (2) years
  - d) Failure to signify intention to return to work within (5) working days of the receipt of notice of recall, which shall be in writing, and shall be registered mail, addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further seven (7) working days. An employee who so fails shall forfeit their claim to re-employment.
  - e) If an employee is absent for three (3) or more consecutive scheduled working days without notifying their Employer directly, unless it was not reasonably possible for them to do so.
  - f) Retirement
  - g) Page has not worked for six months consecutively.
- 20.05 a) New Permanent Full-Time Employees shall serve as probationary employees until they have completed a total of three (3) consecutive months of service. If

they are retained when they have completed their probationary period their names shall be placed on the appropriate seniority list and their seniority shall then include their three (3) month probationary period.

- b) A new Permanent Part-Time Employee or a new Page shall serve as probationary employees until they have completed a total of four hundred and twenty (420) hours but not longer than six (6) consecutive months of service. If they are retained when they have completed their probationary period their names shall be placed on the appropriate seniority lists and their seniority shall then include their probationary period.

20.06 In the event that a Contract employee is eventually hired as a permanent employee into the position they are currently working, they shall be credited with seniority equal to their immediate unbroken preceding employment time and shall not be required to serve a probationary period.

20.07 By mutual agreement of the parties, the probationary period may be extended.

20.08 Seniority for Pages shall be calculated on a bargaining unit wide basis, effective February 29, 2016. Seniority shall be pro-rated for employees working less than full time hours.

## Article 21 - Staff Development

### 21.01 Employer-Required Development

The Employer may require an employee to participate in a course of training or education or to attend a conference, workshop, seminar or meeting which is related to their employment. Such participation or attendance will be with full pay and without loss of benefits or seniority. Tuition and approved expenses will be paid by the Employer in accordance with Article 19.01. Registration fees will be prepaid by the Employer.

### 21.02 Exchange Programs

At the Employer's discretion, an employee may be granted leave of absence with full pay and without loss of benefits or seniority to participate in an exchange program with an employee of another library. Upon completion of the leave, the employee will return to a position equivalent to their former position.

### 21.03 Employee-Requested Development

- a) With Pay
  - i) At the discretion of the Chief Executive Officer, permission may be granted to an employee to attend a conference, workshop, seminar, short course, or meeting which directly relates to their employment.

Requests for such attendance shall be submitted in writing to the Chief Executive Officer.

- ii) Employees who hold executive office in library associations or who are members of committees of library associations shall be given preference to participate in such staff development.
  - iii) Permission to attend such staff development shall be granted with the understanding that the pay received for a staff development day shall not exceed the pay received for a normal day of work, i.e. seven (7) hours.
  - iv) Such participation or attendance will be without loss of benefits or seniority.
  - v) Tuition and approved expenses will be paid by the Employer in accordance with Article 19.01. Registration fees shall be prepaid by the Employer.
  - vi) An employee participating in such staff development on their regularly scheduled day(s) off shall be compensated with equal time off, not including traveling time, to be taken at a time mutually agreeable to the Employer and the employee and within twelve (12) months from the date of participation.
- b) Without Pay
- i) An employee may request reimbursement of tuition fees for post-secondary courses directly related to their employment. Such a request must be submitted in writing to the Chief Executive Officer prior to registration in the course. If approval is granted, the Employer will reimburse the employee for the full amount of tuition fees upon successful completion of the course.
  - ii) If an employee is required to write, on a day on which they are regularly scheduled to work, an exam or exams for a course, they shall be granted sufficient time off work, without pay and without loss of seniority or benefits, to write the exam (s).
- c) By applying for and accepting reimbursement for tuition fees in accordance with this Article, employees agree that they will remain employed by the Library for a period of at least one (1) year from the date of reimbursement in the case of a reimbursement valued at \$1,500 or less, and for at least two (2) years from the date of reimbursement in the case of a reimbursement valued at more than \$1,500. Should the employee voluntarily leave the employ of the Library prior to

fulfilling this employment period, the employee agrees that they will repay a prorated amount of any reimbursement received.

## **Article 22 - Resignations**

22.01 Resignations of all employees shall be made in writing and presented to the Chief Executive Officer at least two (2) weeks in advance of the intended date of termination of employment. Resignations of pages shall be made in writing to the direct Manager/Supervisor at least two (2) weeks prior to resignation.

## **Article 23 - Employee Benefits**

23.01 Pension Plan - OMERS will be administered in accordance with applicable legislation.

23.02 The Employer will pay 100% of the premiums for the following benefits for all Permanent Full-Time Employees.

- a) Coverage for the following benefits shall be compulsory for all employees:
  - i) Life Insurance, providing a benefit equal to two times base annual salary.
  - ii) Accidental Death and Dismemberment Insurance, providing the maximum benefit equal to base annual salary.
  
- b) Single or family coverage for the following benefits shall be available to employees upon application:
  - i) Ontario Health Coverage
  - ii) Extended Health Care Plan, providing:
    - major medical coverage;
    - semi-private hospital accommodation;
    - reimbursement for prescription drugs.
  - iii) Vision Care Plan, providing maximum reimbursement of \$600.00 every two calendar years for each insured person effective date of ratification; increasing to \$650 effective January 1, 2027.
  - iv) Dental Plan, includes the equivalents of Blue Cross Riders 2, 3 and 4, and reimbursements are in accordance with the current Ontario Dental Association fee schedule.

Details of coverage will be in accordance with the policy of the insurance carrier. The Employer may change carrier provided equivalent or better benefits are maintained.

- c) Part-time Employees will be permitted to participate in the individual coverage under the benefit plan and under the following conditions:
- i) New Employees will have a six (6) month waiting period for eligibility to participate.
  - ii) In order to be eligible, the Employee must regularly work twenty (20) or more hours per week.
  - iii) Part time Employees may opt in to the benefit plan within thirty (30) days of ratification of the Collective Agreement and coverage will commence on the first day of the month after the election form was signed. Thereafter, Part time Employees may opt in or opt out to the benefit plan between November 15<sup>th</sup> and December 15<sup>th</sup>, on an annual basis, and coverage will commence on January 1<sup>st</sup>.
  - iv) When an Employee is granted a leave of absence without pay for a period exceeding thirty (30) continuous working days, the benefits provided will be suspended. If the Employee wishes to maintain benefits coverage, they shall pay the Employer the full cost of the premiums to maintain any benefit coverage during such leave.
  - v) Cost of the premiums shall be shared by the Employee and Employer on a 50/50 basis with the Employee's share paid by payroll deductions.
  - vi) In the event that an Employee is laid off, all benefits will be suspended at the commencement of the layoff and premiums would cease to be paid.
  - vii) The benefits which coverage is extended to part time Employees are:
    - a. Healthcare – as granted to full time Employees and including Vision Care
    - b. Dental Care – as granted to full time Employees.
  - viii) The above describes the main features of benefit coverage for part-time Employees. It is recognized that the provisions of any policy or plan document govern the payment of any particular claim or coverage.

Part-time employees, exclusive of Pages, who choose not to opt into the benefits plan shall receive 6% of their earnings in lieu of benefits.

### 23.03 Benefits (Retirement)

Employees retiring with unreduced OMERS pension, under the OMERS 90 factor or 80/85 windows (i.e. 50 years plus 30 years service), and between the ages of 50 and 65, with 10 years of service, will receive 100% paid Extended Health Care and Dental coverage, said premiums shall be paid by the employer until the employee reaches age 65.

### 23.04 An Employee Assistance Program will be provided for all Permanent Full-time, Permanent Part-time Employees and Pages.

23.05 Employees who continue to work past the age of 65 shall receive all benefits in the Collective Agreement excluding W.S.I.B. where allowed by the plan.

## Article 24 - Paid Holidays

24.01 a) All employees who have worked a minimum of four (4) weeks, shall receive the following holidays, without a deduction of salary and within the terms of the Employment Standards Act, for the pro-rating of holidays for part-time employees.

New Years Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	Family Day
Victoria Day	Thanksgiving Day	

All other employees will be entitled to the foregoing holidays but under the restrictions of the *Employment Standards Act*.

b) To be eligible for holiday pay an employee must work their full work day immediately preceding such holiday and their full work day immediately following such holiday, unless absent through proven illness or with the permission of the immediate supervisor outside the bargaining unit.

24.02 In the event that any of the above noted holidays falls on the normal day off of an employee, they shall be given another day off in lieu of such holiday which shall be taken at a time mutually agreeable to both the Employer and employee, such day off to be taken within nine (9) months of the above noted holiday. Provided that sufficient staff is available to provide the level of service authorized by the Employer, an employee who so requests may be granted the working day off following the holiday.

24.03 In addition to the paid holidays listed in 24.01 (a) there shall be a half (1/2) day's holiday on the day before Christmas Day and on the day before New Year's Day. In the event that either of these half (1/2) day holidays falls on the normal day off of an employee, they shall be given another half (1/2) day off in lieu of such holiday which shall be taken within one (1) year and at a time agreeable to both Employer and employee.

24.04 A floating holiday of one working day is to be taken at a time mutually agreed upon between the Employer and the Employee and shall not be cumulative nor available to the employees who have not completed their probation. This provision does not apply to Pages.

24.05 When any of the holidays listed in Article 24.01 (a) falls on a Sunday, and is not proclaimed as being observed on some other day, the following working day shall be deemed to be the holiday for the purpose of this Agreement.

## Article 25 - Vacations

25.01 a) A permanent full time employee shall earn an annual vacation with pay in accordance with the following:

<u>After</u>	<u>Entitlement</u>	<u>Earning Rate</u>
One (1) year	15 days	1.25 days per month
Six (6) years	20 days	1.67 days per month
Twelve (12) years	25 days	2.09 days per month
Twenty (20) years	30 days	2.50 days per month
Thirty (30) years	35 days	2.92 days per month

b) Permanent part-time employees covered by this Agreement shall have vacation credits calculated pro-rata on the basis of their hours worked. However, their level of entitlement shall be based on their years of service from their most recent date of hire (i.e. their seniority date).

25.02 Upon successful completion of the first six months of employment, an employee shall be entitled to vacation with pay not to exceed what would be earned (1.25 days per month) prior to December 31 in that year. An employee who commences employment prior to the seventh day of the month will be deemed to have commenced employment on the first of the month for the purpose of calculating vacation entitlement. Vacation with pay accrues from the employee's start date. The vacation for part-time staff shall be pro-rated based on the hours worked.

25.03 The vacation year shall be the calendar year, commencing January 1<sup>st</sup>, ending December 31<sup>st</sup> in that year. Vacation may be taken anytime with the approval of the appropriate supervisor and consistent with good public service.

25.04 An employee shall be entitled, if they request, to receive their vacation in an unbroken period of three (3) weeks whenever possible.

25.05 The scheduling of vacations shall remain at the discretion of the Employer. The Employer will give consideration to requests for vacation time from employees

provided it does not unduly disrupt the business of the Employer. A vacation schedule shall be drawn up for each department or location on the basis of seniority and no employee will be allowed to make any change to the schedule which will affect the vacation of any other employee.

- a) Requests for vacation to be taken between January 1<sup>st</sup> and the pay period in which June 30<sup>th</sup> falls shall be submitted by 5pm October 31<sup>st</sup> of each year. Requests for vacation to be taken from the pay period immediately following June 30<sup>th</sup> through December 31<sup>st</sup> shall be submitted by 5pm March 31<sup>st</sup> of each year. Management will advise of the applicable dates in each calendar year.
- b) Vacation requests submitted by the applicable deadline shall be approved or declined by November 30<sup>th</sup> or April 30<sup>th</sup>, respectively.
- c) Vacation request submitted after the applicable deadline shall be on a first-come, first-approved basis and will be approved or declined within 14 days of submission.
- d) If an employee wishes to cancel their approved vacation request, management has the right to deny such a request.

25.06 Where any of the paid holidays listed in Article 25.01 (a) is observed during an employee's vacation period, then they will be granted an additional vacation day for each such holiday with pay equivalent to what the employee would normally receive.

25.07 Except with prior approval of the Chief Executive Officer, vacations must be taken within the vacation year and shall not be accumulated. Employees may make written requests to the Chief Executive Officer for approval to carry over vacation credits to the following year for reason of travel, etc. Such request shall state the amount of vacation credits the employee wishes to carry over and the reason of the request.

25.08 Vacation pay shall be at the employee's regular salary rate.

25.09 If any employee who is entitled to vacation pay should resign, be discharged, or whose employment is otherwise terminated, they shall be paid their accrued vacation money in accordance with this Agreement up to the date of their resignation, discharge or other termination of their employment.

25.10 An employee who while on vacation or about to commence vacation, is taken ill, may substitute sick credits for vacation days for the balance of illness. A doctor's certificate shall accompany each such request. Displaced vacation days shall be taken at a mutually agreed time.

- 25.11 Paid vacation credits will not accrue while an employee is on unpaid personal leave or WSIB benefits for more than two (2) consecutive months in one (1) year. Employees who are utilizing personal leave credits will continue to accrue vacation credits.
- 25.12 Pages will receive vacation pay added to their regular pay periods as per payroll procedures. Pages will receive vacation time in accordance with the *Employment Standards Act, 2000*.

## Article 26 – Wages and Schedule “A”

- 26.01 During the lifetime of this Agreement the Employer agrees to pay and the Union agrees to accept the salary rates and hourly rates as set out in Schedule “A” attached hereto, which is hereby made part of this Agreement.
- 26.02 Eligibility for increments as set out in Schedule “A” is based on work performance. Any such increase shall be effective on the employee’s anniversary date of employment or latest promotion, and if not granted a grievance may be filed at Step 2 of the Grievance Procedure. Anniversary date for Permanent Part-Time Employees shall be calculated in 1,820 paid hour increments.

Failure by the employer to fulfill its obligations to conduct a performance review prior to or on the employee’s anniversary date, shall not prevent or delay an incremental step increase.

### 26.03 Retroactivity

In the event that a new Agreement is not finalized by January 1, 2025 any amendments to salary rates will be retroactive to January 1, 2025. Any employee who has resigned or retired from the service of the Employer between January 1, 2025 and the date of implementation of the new Agreement shall be entitled to full retroactivity upon written request.

## Article 27 – No Strikes or Lockouts

- 27.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement there shall be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

## **Article 28 – Technological Change and Contracting Out**

- 28.01 In this article, “technological change” means either the introduction of major equipment, or a change in a major process, that is substantially different from that previously used.
- 28.02 The Employer shall provide the Union with three (3) months’ written notice of the intent to contract out any work beyond which is currently contracted out or of major technological changes affecting staff levels in order to allow the Union to make any representations it wishes to the Employer. Any Union reply shall be made promptly in writing and in any event, within sixty (60) working days of the giving of such notice.
- 28.03 The notice referred to in Article 28.02 shall contain the following:
- a) the nature of the change;
  - b) the date on which the Employer intends to effect the change;
  - c) which employees are likely to be affected by the change.
- 28.04 The Employer will endeavour to place in another position any employee who may be displaced either by technological change referred to in Article 28.02 or by a decision of the Employer to contract out any work now performed by an employee or employees. In either case, no employee with at least five (5) years’ seniority will be laid off, or have their employment terminated, or have their regular hours reduced by reason thereof.
- 28.05 Where, because of a technological change referred to in Article 28.01, new or additional skills are required of an employee, the Employer will provide appropriate training at the expense of the Employer to all affected employees.

## **Article 29 – Duration of Agreement**

- 29.01 This Agreement shall be effective from January 1, 2025 to December 31, 2027 and unless either party gives to the other party written notice of termination or of a desire to amend the Agreement, then it shall continue from year to year thereafter until terminated in the manner hereinafter provided.
- 29.02 Notice that amendments are required or that either party intends to terminate the Agreement shall be given during the period not more than ninety (90) working days and not less than thirty (30) working days before the date of termination.
- 29.03 If notice of amendments or termination is given by either party the other party agrees to meet within fifteen (15) working days or within such future period as

the parties agree upon after receipt of such notice for the purpose of negotiation.

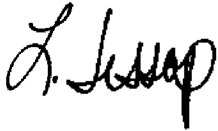
29.04 Changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

Dated at Barrie, Ontario on the 10th day of June 2025.

THE BARRIE PUBLIC  
LIBRARY BOARD

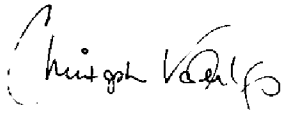
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2380



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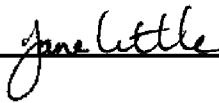
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## Schedule "A" Wage Scale

### The Barrie Public Library Board And C.U.P.E. And Its Local 2380

Steps	1	2	3	4	5
<b>Level 1</b>					
<b>(formerly Level A)</b>					
January 1, 2025	\$24.42	\$25.18	\$25.96	\$26.79	\$27.57
January 1, 2026	\$25.21	\$26.00	\$26.80	\$27.66	\$28.47
January 1, 2027	\$26.03	\$26.85	\$27.67	\$28.56	\$29.40
<b>Level 2</b>					
<b>(formerly Level B)</b>					
January 1, 2025	\$26.26	\$27.21	\$28.15	\$29.09	\$30.05
January 1, 2026	\$27.11	\$28.09	\$29.06	\$30.04	\$31.03
January 1, 2027	\$27.99	\$29.00	\$30.00	\$31.02	\$32.04
<b>Level 3</b>					
<b>(formerly Level C)</b>					
January 1, 2025	\$28.16	\$29.26	\$30.35	\$31.42	\$32.53
January 1, 2026	\$29.08	\$30.21	\$31.34	\$32.44	\$33.59
January 1, 2027	\$30.03	\$31.19	\$32.36	\$33.49	\$34.68
<b>Level 4</b>					
<b>(formerly Level D)</b>					
January 1, 2025	\$36.35	\$37.54	\$38.75	\$39.95	\$41.17
January 1, 2026	\$37.53	\$38.76	\$40.01	\$41.25	\$42.51
January 1, 2027	\$38.75	\$40.02	\$41.31	\$42.59	\$43.89
<b>Level 5</b>					
<b>(formerly Level E)</b>					
January 1, 2025	\$40.08	\$41.58	\$43.08	\$44.61	\$46.09
January 1, 2026	\$41.38	\$42.93	\$44.48	\$46.06	\$47.59
January 1, 2027	\$42.72	\$44.33	\$45.93	\$47.56	\$49.14

**Long term employees shall receive a one-time appreciation amount after completion of the year as follows:**

<b>15 years</b>	<b>\$150.00</b>
<b>20 years</b>	<b>\$200.00</b>
<b>25 years</b>	<b>\$250.00</b>
<b>30 years</b>	<b>\$300.00</b>

## Schedule "B" Page Classification

Schedule B	Start	1 year	2 year	3 year	4 year	5 year
January 1, 2025	\$17.80	\$18.11	\$18.43	\$18.77	\$19.07	\$19.39
January 1, 2026	\$18.38	\$18.69	\$19.03	\$19.38	\$19.69	\$20.02
January 1, 2027	\$18.98	\$19.30	\$19.65	\$20.01	\$20.33	\$20.67

LETTER OF UNDERSTANDING #1  
(Relief Workers)

Between  
BARRIE PUBLIC LIBRARY

OF THE FIRST PART

and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380.00  
(hereinafter referred to as "the Union")

OF THE SECOND PART

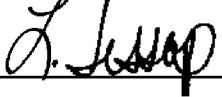
The Parties agree that Daniel Enss shall remain a relief worker with the Library until such time as their employment ends or they accept a permanent position. A Relief Worker is an employee who is called in to work on an as needed basis by the Employer. Such grandfathered relief worker will not have a scheduled shift but shall be entitled to those rights set forth in Articles 1, 3, 4, 5, 6, 7, 8, 9, 10.01, 12.03, 14.01, 14.04, 14.06, 15, 20, 22, 24, 27, 28.05 and Schedule "A" in this Agreement.

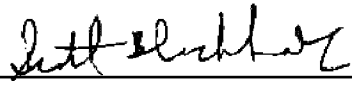
If a Relief Worker fails to accept three (3) shift opportunities within a rolling one (1) year period, the Relief Worker shall forfeit their right to additional shifts and will be removed from the call-out list. If the Relief Worker is removed from the call-out list, they shall lose their seniority and their employment with the Library shall cease.

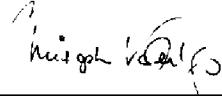
Dated at Barrie, Ontario on the 10th day of June 2025.

THE BARRIE PUBLIC  
LIBRARY BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2380

  
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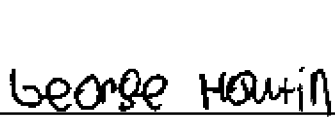
  
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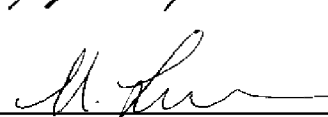
  
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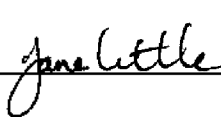
  
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LETTER OF UNDERSTANDING #2  
(Violence and Harassment Policy)

Between  
BARRIE PUBLIC LIBRARY

OF THE FIRST PART

and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380.00  
(hereinafter referred to as "the Union")

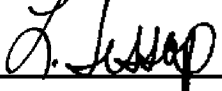
OF THE SECOND PART

The Parties agree that the Union will appoint one (1) Worker Member and a designate for the Joint Health and Safety Committee to act as a representative and give input into any annual updates to the Violence and Harassment Policy and Procedures of the Barrie Public Library. Policy Drafts will be submitted to the Worker Member ten (10) working days prior to final approval and said Worker Member can submit written suggestions three (3) days prior to final approval.

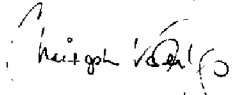
Dated at Barrie, Ontario on the 10th day of June 2025.

THE BARRIE PUBLIC  
LIBRARY BOARD

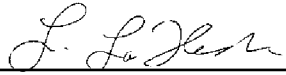
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2380

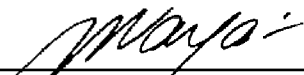
  
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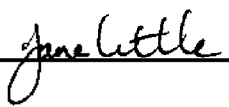
  
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**LETTER OF UNDERSTANDING #3  
(Attendance and Sick Leave Policy)**

Between  
BARRIE PUBLIC LIBRARY

OF THE FIRST PART

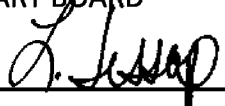
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380.00  
(hereinafter referred to as "the Union")

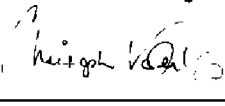
OF THE SECOND PART

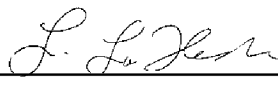
The Parties agree that the Union will appoint one (1) Union Steward and one designate to act as a representative and give input into any annual updates to the Sick Leave and Attendance Policy and Procedures of the Barrie Public Library. Policy drafts will be submitted to the Union Steward ten (10) working days prior to final approval and said Union Steward can submit written suggestions three (3) days prior to final approval.

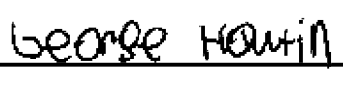
Dated at Barrie, Ontario on the 10th day of June 2025.

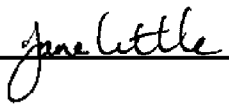
THE BARRIE PUBLIC  
LIBRARY BOARD

  
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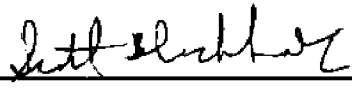
  
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CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2380

  
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LETTER OF UNDERSTANDING #4  
(Leave for Full-Time Union Office)

Between  
BARRIE PUBLIC LIBRARY

OF THE FIRST PART

and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380.00  
(hereinafter referred to as "the Union")

OF THE SECOND PART

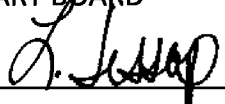
The parties agree that an employee elected, appointed or offered, on a temporary basis as a salaried representative of the Canadian Union of Public Employees, shall be granted a leave of absence without pay while so engaged, provided the Union gives the Library board at least one (1) month's notice prior to the commencement of the leave of absence.

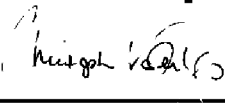
Such leave of absence shall be for a minimum of six (6) months and a maximum of two (2) years, unless extended by written agreement of the parties. Only one employee may be on such leave.

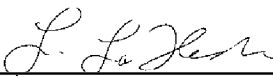
The Library will not grant sick leave credits, vacation credits, paid holidays or any other benefits for an employee while on such a leave of absence. The Library will continue to administer the payroll for such employee and bill the Union for such costs. The Union will reimburse the Employer for the full cost of the employee's wages and benefits during the period of leave.

Dated at Barrie, Ontario on the 10th day of June 2025.

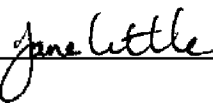
THE BARRIE PUBLIC  
LIBRARY BOARD

  
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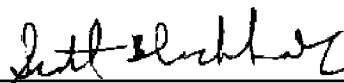
  
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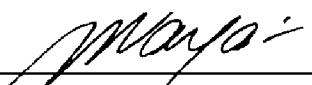
  
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CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2380

  
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**LETTER OF UNDERSTANDING #5  
(Parking)**

Between  
BARRIE PUBLIC LIBRARY

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380.00  
(hereinafter referred to as "the Union")

OF THE SECOND PART

**WHEREAS** the Library has been providing eight (8) free parking spaces for the exclusive use during normal hours of work of members of CUPE Local 2380 (Library Staff), the administration of which has been at the discretion of the Local Union;

**AND WHEREAS** these eight (8) parking spaces have been provided in the H Block Parking Lot;

**AND WHEREAS** the H Block Parking Lot remains open at this time and there are currently eight (8) spots allocated to CUPE Local 2380 for the use of Library staff;

**AND WHEREAS** it is anticipated that the H Block Parking Lot will be removed at some point in the future;

**THEREFORE** the Parties agree as follows:

The Parties agree that once the construction plans have been finalized and made public, a Committee comprising two (2) Union representatives and two (2) Employer representatives, will meet to discuss parking arrangements going forward.

Should it not be possible for the Employer to provide parking following the sale of H Block, the Committee will determine how to allocate the value of the eight (8) parking spots, to the benefit of the bargaining unit.

Dated at Barrie, Ontario on the 10th day of June 2025.

THE BARRIE PUBLIC  
LIBRARY BOARD

L. Lussup

Christoph V. ...

L. La ...

George Howitt

Jane Little

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2380

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING #6

(Pages)

Between

BARRIE PUBLIC LIBRARY

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2380.00

(hereinafter referred to as "the Union")

OF THE SECOND PART

The parties agree that the following provisions will apply to all Page employees for the life of the Collective Agreement:

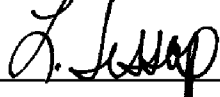
Pages are required to maintain availability for a minimum of two (2) shifts per week plus every second weekend.

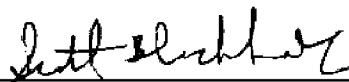
Once provided, Pages must maintain their availability for at least four (4) months. Any requests to change availability must be made in writing to the Page's immediate supervisor.

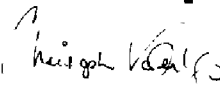
Dated at Barrie, Ontario on the 10th day of June 2025.

THE BARRIE PUBLIC LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2380

  
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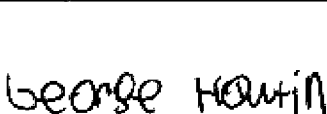
  
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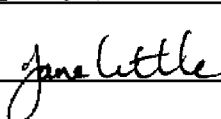
  
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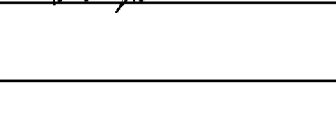
  
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