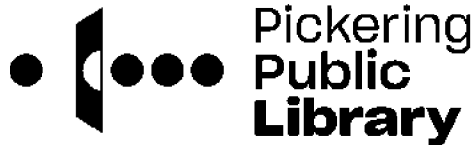


COLLECTIVE AGREEMENT

2025 - 2027

between



THE CITY OF PICKERING PUBLIC LIBRARY BOARD

and

CUPE·SCFP

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3506**

Collective Agreement

Between

The City of Pickering Public Library Board

("the Employer")

and

**Canadian Union of Public Employees
Local 3506**

("the Union")

Expires: March 31, 2027

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This Agreement made this 14th day of August, 2025 between the City of Pickering Public Library Board hereinafter called "the Employer", Party of the First Part and the Canadian Union of Public Employees and its Local 3506 hereinafter called "the Union", Party of the Second Part.

ARTICLE 1 - PREAMBLE

- 1.01 a) It is the purpose of both parties to this Agreement to maintain and promote harmonious relations between the Employer and its employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services;
- c) To encourage efficiency of operations and library service;
- d) To promote morale, well-being and economic security of all members of the bargaining unit.
- 1.02 This being the case it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS, TEMPORARY AND PROJECT EMPLOYEES

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3506 as the sole and exclusive collective bargaining agent for all of its employees save and except all non-union managers and those above the position of non-union manager, persons employed in a confidential capacity with respect to labour relations, and save and except all Taskforce and students employed during the school vacation period.
- 2.02 Part-time employees are covered by the terms and conditions of the Collective Agreement except when excluded by the language or as specifically stated.
- 2.03 The Employer agrees to allow the Union to hold its regularly scheduled monthly meetings on Employer premises, and to make no charge for the use of said premises, subject to the needs of clients having priority and subject to the meetings not interfering in the library operations. The location shall be determined by the CEO.
- 2.04 The Employer may hire individuals as project employees who shall be excluded from the Collective Agreement. Such project employees may only be excluded under this clause if:
- a) The project is for 12 months or less;
- b) The project is specifically funded by the Federal, Provincial, Municipal or Regional Government;
- c) The Union is advised prior to placement of an individual in a project.

It is further agreed that the Union may consent to any extension or renewal of the project beyond 12 months. The use of a project employee is not intended to erode the work of the bargaining unit and is not intended for performing regular ongoing library functions.

- 2.05 The Employer may accept students from accredited educational institutions and government-funded programs for training placement periods of up to four months. They shall not be considered employees. Their use will not result in the layoff or failure to recall bargaining unit employees.
- 2.06 The Employer agrees to advise the Union of any hirings or placements pursuant to Articles 2.04 and/or 2.05 above prior to the commencement of the project. The Employer agrees that the hiring of project or placement employees will not result in the layoff or failure to recall of bargaining unit employees.
- 2.07 The Employer may hire temporary personnel to replace permanent employees absent due to illness, accident, vacation, leave of absence, Union leave of absence, and annual staff learning events for a period of up to 60 working days or such greater period as may be agreed to by the parties. The Employer may also hire such temporary personnel to replace an employee on pregnancy or parental leave in accordance with the *Employment Standards Act*. The Employer agrees that the hiring of such employees will not result in the layoff or failure to recall bargaining unit employees. Personnel hired pursuant to this clause shall not become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and any provision contained herein for the payment of Union dues.
- 2.08 With the exception of Article 2.05 above the Employer shall not employ unpaid volunteer workers in the Library which will result in the layoff or failure to recall bargaining unit employees, nor will it result in a reduction of hours or pay of any bargaining unit employee, or result in a position being lost to the bargaining unit except in cases mutually agreed upon, in writing, by the Parties.
- 2.09 The Employer shall provide to the Union on June 1st and December 1st of each year a report detailing the number of volunteers and the core functions they performed for the preceding six months.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that, as set out in the *Ontario Human Rights Code* and the *Labour Relations Act*, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, ancestry, colour, citizenship, creed, ethnic origin, family status, disability, marital status, gender identity and gender expression, place of origin, race, record of offences, sex, or sexual orientation, as those terms may be defined by the *Ontario Human Rights Code*, or by reason of membership in or activities on behalf of the Union.

- 3.02 The Employer and the Union recognize that an individual has the right to determine their own gender identity this includes the right to determine their own pronouns.
- 3.03 The parties agree that in accordance with the *Ontario Human Rights Code* and *Occupational Health & Safety Act*, all forms of harassment and violence are strictly prohibited.
- 3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their Representative which may conflict with the terms of this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency and to make, alter, and enforce from time to time reasonable rules;
 - b) Hire, promote, demote, transfer, reclassify, discipline, suspend or discharge any employee provided that a claim by an employee who has acquired seniority that the employee has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) Operate and manage its operations in all respects including establishing job classifications, deciding the number of employees needed in any classification, qualifications, location of offices, schedules of operation, assignment of work, methods, processing and means of operating, and the extension, curtailment and cessation of operations.
- 4.02 The Employer agrees that it will not exercise these functions in conflict with any of the provisions of this Agreement and, further, that employees shall have the right to file a grievance in the manner hereinafter set forth.

ARTICLE 5 - LABOUR/MANAGEMENT NEGOTIATIONS AND ACCESS

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Union Committees for various purposes.
- 5.02 **Bargaining Committees**
- a) The Employer acknowledges the right of the Union to appoint a bargaining committee and shall recognize said committee for the purpose of attending negotiation meetings with Employer Representatives which shall include at least one part-time and one full-time employee, and the local Union president, with a maximum of four employees in total.

- b) It is understood and agreed that members of the bargaining committee shall, where permission has been granted, be permitted to leave their employment temporarily to attend negotiating meetings with Employer Representatives without loss of regular rate of pay for time spent in negotiations with the Employer.

5.03 The Union and the Employer shall each have the right at any time to have the assistance of an authorized Representative of the Canadian Union of Public Employees or outside counsel when dealing or negotiating with each other. The Representative of the Canadian Union of Public Employees shall request permission to have access to the Employer's premises in order to investigate or assist in the settlement of grievances, which permission shall not be unreasonably withheld.

ARTICLE 6 - COPIES OF COLLECTIVE AGREEMENT AND DISTRIBUTION

- 6.01 The Employer and the Union wish every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print the Agreement as soon as possible after signing, and issue a copy to each employee.
- 6.02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect with automatic dues deduction.
- 6.03 The Employer agrees that a Union Committee person employed within this bargaining unit will be given the opportunity to meet with each newly hired employee for the purpose of advising such employee of their rights and obligations under the terms of this Agreement. Such meetings may take place on the Employer's premises at a time and location mutually agreeable to the Employer and Representative during regular office hours, and shall not exceed 30 minutes.

ARTICLE 7 - HEALTH AND SAFETY

7.01 Health & Safety Committee

The parties agree to the establishment of a Joint Health and Safety Committee of equal representation between the Union and Employer. The purpose of the Committee is to identify, evaluate and recommend to the CEO actions to resolve all detriments pertaining to health and safety in the workplace.

7.02 Payment for Attendance at Meetings

All time spent in attendance at Committee meetings or in activities relating to the function of this Joint Committee will be paid at the members' appropriate rate of pay for performing work, and the time spent is to be considered as time at work.

7.03 **Preparation Time**

A member of the Committee is entitled to one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting.

7.04 **Time Off for Health and Safety Training**

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. The aggregate total of such leaves shall not exceed 15 working days per calendar year.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 **Establishment of Committee**

A Labour Management Committee shall be established consisting of Representatives of the Union who have completed probation and Representatives of the Employer with a maximum of four Representatives from the Union and four Representatives from the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

8.02 **Function of Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- b) Improving services to the public;
- c) Promoting safety;
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- e) Correcting conditions causing grievances and misunderstandings.

8.03 **Meetings of Committee**

The Committee shall meet at least once every three months, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least 48 hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8.04 **Chairperson of the Meeting**

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

8.05 **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by a member of the Committee selected by it and shall be approved by the joint chairpersons as promptly as possible after the close of the meeting.

8.06 **Jurisdiction of Committee**

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

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - JOB EVALUATION COMMITTEE

9.01 The parties agree to the establishment of a Joint Job Evaluation Committee for the purposes of Pay Equity. The Committee will consist of equal representation, namely two Representatives from the Union who have completed probation and two Representatives from management. The Committee will meet as determined by the Committee, following the established Terms of Reference.

The purpose of the Committee is to evaluate new jobs and re-evaluate established jobs to which significant changes have been made and to preserve the integrity and consistency of the job evaluation process.

ARTICLE 10 - UNION SECURITY

10.01 All present employees who are members of the Union as a condition of continued employment shall remain members in good standing of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing of the Union immediately following completion of their probationary period.

10.02 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

10.03 The Employer shall deduct from the wages of each employee, a sum equal to the Union's current monthly dues and remit monies so deducted to the Secretary-

Treasurer of the Union, accompanied by a list of names showing those from whom deductions were made. The Employer shall remit the amounts in a manner which does not vary from the practice of the City of Pickering, or should it vary will give notice thereof.

- 10.04 The Employer agrees to include the amount deducted for Union dues on income tax slips (T4s).

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

- 11.01 The Board meeting agenda shall be made available to the Secretary of the Union at the same time as it is made available to Board Members. A copy of the minutes of Board meetings shall be made available to the Secretary of the Union within five working days of the minutes being approved.
- 11.02 If the Union wishes to address the Board on any agenda topic, the Secretary of the Union shall notify the Secretary of the Board of such intention in writing no less than five working days prior to the scheduled Board meeting.

ARTICLE 12 - GRIEVANCE PROCEDURE AND UNION REPRESENTATION

12.01 Recognition of Union Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee or Union Representative. The Union Representative may assist any employee which the Union represents, in preparing and presenting their grievance in accordance with the grievance procedure.

12.02 Names of Union Representatives

The Union shall notify the Employer in writing of the name of each Union Representative and the area they represent before the Employer shall be required to recognize them. All Representatives must have completed probation.

12.03 Grievance Committee

The Grievance Committee shall be composed of the President, the Chief Steward, if any, of the Union plus the Steward or Union Representative directly involved with an individual grievance for the purposes of Step 2 meetings.

12.04 Permission to Leave Work

The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining the permission of their immediate excluded

manager and give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be withheld unreasonably.

12.05

Individual Grievance Procedure

Should a dispute arise between the Employer and any employee(s) of the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise concerning the Collective Agreement, an earnest effort will be made to settle the dispute in the following manner; and the parties will meet with a view to attempting to resolve the issue before invoking the formal grievance procedure.

a) **Complaint Step**

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement, shall discuss their complaint with the employee's immediate manager. Such employee may be accompanied by their Union Representative, if they desire. Such a complaint shall be brought in writing to the attention of the non-bargaining unit manager within 15 calendar days of the incident giving rise to the complaint. The non-bargaining unit manager shall state their decision in writing within 10 calendar days of receiving the complaint.

b) **Step 1**

Should the employee be dissatisfied with the manager's disposition of the complaint, and if the complaint relates to the interpretation, application, administration or alleged violation of this Agreement, the employee may, with the assistance of a Representative, refer such matter on a written grievance form supplied by the Union. The written grievance shall be submitted to the employee's Director or designate within 10 calendar days of the previous response. Such grievance shall contain a brief statement of facts and indicate the relief sought. The Director shall, within 10 calendar days from the date they received the written grievance, hold a meeting with the employee, accompanied by a Union Representative. The Director shall give their decision, in writing, within 10 calendar days of such meeting.

c) **Step 2**

Should the employee be dissatisfied with the Director's disposition of the grievance at Step 1, the grievance may be referred to the CEO or their designate within 10 calendar days of the Director's response. The CEO or their designate shall within 10 calendar days from the date they received the written grievance, hold a meeting with the employee, accompanied by a Union Representative. The CEO or designate shall give their decision,

in writing, within 10 calendar days of such meeting. If the grievance is not settled at Step 2, it may be referred to arbitration as hereinafter provided.

12.06 Policy Grievance

The Union or the Employer may initiate a policy grievance beginning at Step 2 of the grievance procedure. A policy grievance shall be defined as a grievance by one of the parties to this Agreement arising out of the interpretation, administration or alleged violation of any of the express terms of this Agreement but excluding subject matter which can be presented by an employee as an individual grievance. Such grievance shall be filed within 15 calendar days of the incident giving rise to the complaint.

12.07 Group Grievance

Any grievance concerning or affecting a group of employees shall be originated under Step 2 of the grievance procedure.

12.08 Any time limit for filing of a grievance must be followed, but may be extended by mutual written consent.

12.9 No grievance may be submitted concerning the termination of employment, layoff or discharge of a probationary employee.

12.10 The Union may elect to have a CUPE National Representative attend a Step 2 meeting provided that the Union notifies the Employer prior to such meeting.

ARTICLE 13 - ARBITRATION

13.01 Prior to any Grievance proceeding to arbitration, the parties may agree to use the services of a Grievance Mediator. The costs of this service will be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to an arbitration hearing utilizing the process outlined in Article 13.

13.02 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either party may after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. Within 10 calendar days of the receipt of the reply under Step 2, either party may refer the matter to arbitration by advising the other party of its decision and the name of its appointee. The recipient party shall within 10 calendar days advise the other of the name of its appointee.

- 13.03 The two appointees so selected shall appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chair shall govern.
- 13.04 No person may be appointed as an arbitrator who has previously been involved in an attempt to negotiate or settle the grievance unless by mutual agreement of the parties.
- 13.05 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chair of the Arbitration Board, if any.
- 13.06 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 13.07 The time limits fixed in the grievance procedure may be extended by written consent of the parties.
- 13.08 Should the parties disagree as to the meaning of the decision of the Board, either party may apply to the Chair of the Board of Arbitration to reconvene the Board or otherwise clarify the decision.
- 13.09 At any stage of the grievance or arbitration procedures the parties may have the assistance of the employee(s) concerned as witnesses, or any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to view any working conditions which may be relevant to the settlement of the grievance.
- 13.10 Where both parties agree, a sole arbitrator may be agreed upon who will then hear the grievance and have the same powers and jurisdiction as a Board of Arbitration. If the parties cannot agree on the identity of the sole arbitrator, Article 13.01 to 13.08 then applies. This sub-article does not take away any rights under s.49 of the *Labour Relations Act*.

ARTICLE 14 - DISMISSAL AND DISCIPLINE PROCEDURE

14.01 Dismissal and Discipline Procedure

An employee who has completed probation may be dismissed or disciplined, but only for just cause. When the Employer administers discipline, which may include suspension or dismissal of any employee, the employee shall be accompanied

by a Union Representative, if requested by the employee. The Union and the employee shall be advised promptly in writing by the Employer, giving the reasons for such dismissal or discipline .

14.02 **May Omit Grievance Steps**

A non-probationary employee considered to be unjustly dismissed or disciplined shall be entitled to a hearing under the Grievance Procedure after properly filing a grievance within 10 calendar days of the dismissal or discipline and move directly to Step 2.

14.03 **Burden of Proof**

In cases of dismissal and discipline, the burden of proof of just cause shall rest with the Employer.

14.04 a) **Right to Have Representative Present**

Where a manager is going to have a discussion with an employee for the purpose of an investigation that could lead to formal discipline of that employee, the manager shall notify the employee in advance of the purpose of the discussion shall arrange to have a Union Representative present if the employee desires. Any Union Representative who attends a meeting pursuant to this clause will attend as an observer and note-taker only.

b) **Union Representative's Assistance**

When an employee has been interviewed repeatedly by their manager regarding (an) ongoing workplace problem(s), the employee may request a Union Representative to be present at a meeting with the manager in order to assist in resolving the problem(s).

When a second member of management is to be present at an interview, the employee shall be informed in advance by the manager and shall have the option of having a Union Representative present at the interview.

14.05 **Personnel Records**

An employee shall have the right at a mutually agreed upon time to have access to and review their personnel record in the presence of an Employer Representative.

14.06 Where an employee has received no discipline for a period of two years, any disciplinary notation older than two years which is not related to a suspension shall, if the employee so requests in writing, be removed from the employee's file. Employees may further request, and the Employer shall consider, the

removal of other items of concern to the employee where the employee has received no discipline for a period of two years.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall include continuous service with the Employer in a permanent capacity. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

When an employee changes from a permanent full-time position to a permanent part-time position, seniority shall be calculated such that one year of full-time seniority is equal to one year of part-time seniority (that is, calculated at par).

When an employee changes from a permanent part-time position to a permanent full-time position, seniority shall be calculated by totaling the hours worked in the part-time position, and dividing by the full-time equivalent of one year's hours (1,820 hours).

When an employee who has previously changed from a full-time to a part-time position, changes to a full-time position, the initial full-time seniority converted at par shall be maintained at par; and seniority accrued thereafter shall be calculated by totaling the hours worked in the part-time position, and dividing by the full-time equivalent of one year's hours (1,820 hours).

15.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees on a bargaining unit-wide basis showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted in January of each year.

15.03 Probation for Newly Hired Employees

- a) A newly hired full-time employee shall be on probation for a period of 60 days worked, or, in the case of a newly hired employee in Pay Grade 4 and above, 90 days worked. "Days worked" shall include statutory holidays, bereavement leave, and short-term illness to a maximum of five days. During the probationary period, the employee may be discharged at the sole discretion of the Employer and shall otherwise be covered by the provisions of the Collective Agreement where applicable.

- b) 15.03 a) applies to part-time employees except that the probationary period shall be 420 hours worked.

15.04

Loss of Seniority and Termination

Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) If the employee voluntarily quits;
- b) If the employee retires;
- c) If the employee is dismissed for any cause and not reinstated through the grievance or arbitration procedures;
- d) If the employee has been laid off and fails to return within 10 working days after the employee has been notified to do so through registered mail, addressed to the last address on record with the Employer. The Employer may extend the 10 day period under extenuating circumstances;
- e) If 24 months have elapsed from the day of layoff;
- f) If the employee is absent from work for three consecutive working days without notifying the Employer or without a satisfactory explanation;
- g) If the employee utilizes a leave of absence for purposes other than those for which the leave of absence has been granted.

15.05

Seniority in Case of Non-Union Position

An employee may only be promoted or transferred in a temporary capacity to a position outside the bargaining unit with their consent. In such case, the employee shall retain their existing seniority and continue to accrue seniority for a further period of one year, during which time the employee will continue to pay Union dues in accordance with article 10.02.

If, within that one year period, the employee elects to return to their position vacated, or is returned by the Employer to the position vacated, or another position that is subject to the provisions of this Agreement, the employee shall carry the accumulated seniority with them.

If, after a one year period, the employee remains in the temporary position, they shall continue to pay Union dues in accordance with article 10.02 but shall not continue to accrue seniority. When the employee returns to the position vacated, or another position that is subject to this Agreement, they shall be credited with accrued seniority in accordance with Article 15.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 **Job Posting**

In the event new jobs are created or vacancies occur within the bargaining unit, the Employer will post such new jobs or vacancies for a period of six working days before new employees are recruited in order to allow employees with seniority to apply in writing. The Employer may request, upon mutual agreement with the Union, the modification of this process on a case by case basis. The Employer further agrees that upon mutual agreement with the Union, there will be no outside advertising prior to the expiry of the six working day posting period and there shall be no interviewing of outside applicants until the internal interviewing has been completed. As a courtesy to the Union, all non-union job postings will be shared.

16.02 The President of Local 3506 shall receive a copy of all bargaining unit postings and be notified, in writing, of all appointments within 10 days of the appointment to such a position.

16.03 Promotions or transfers within the bargaining unit will be based primarily on skill, ability, and qualifications of the employees concerned to meet the normal requirements of the job. Where two or more employees are within a relatively equal range of 7%, seniority shall govern.

The parties agree that all internal applicants who are unsuccessful or are deemed to not be qualified and who choose to inquire with Human Resources as to why they were unsuccessful or not qualified shall receive a response from Human Resources in writing and may make an appointment with Human Resources to receive verbal feedback on their interview and/or associated scores.

16.04 The successful bargaining unit applicant to a job posting shall be subject to a trial period of 45 days worked. During that time, the successful applicant or the Employer may elect to return the employee to the classification from whence they came. In such an event, any and all subsequent placements would be returned to their prior classifications.

16.05 Probationary employees applying for vacancies will be subject to the full probationary period for the new position.

16.06 **Information in Postings**

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

ARTICLE 17 - LAYOFFS AND RECALL

17.01 Notice

In the event of a proposed layoff of a permanent or long-term nature of 13 weeks or more of a position within the bargaining unit or the elimination of a position within the bargaining unit, the Employer will:

- a) Provide the Union with no less than 15 working days written notice of the proposed layoff, and
- b) Provide to the affected employee(s), if any, no less than 15 working days written notice of layoff or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notices provided in a) and b) above shall be considered notices of any subsequent layoff.

17.02 Layoff Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff employees shall be laid off in the reverse order of their bargaining unit seniority provided those retained can fulfill the normal requirements of the available jobs. Full-time and part-time employees will have a separate layoff/recall procedure. Full-time employees cannot displace part-time employees and vice versa.

An employee in receipt of notice of layoff may:

- a) Accept the layoff; or
- b) Opt to retire, if eligible under the terms of the pension plan (OMERS); or
- c) Displace another employee who has lesser bargaining unit seniority in the same or lower classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provision pertaining to notice of layoff. There shall be no displacing up.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven calendar days of receiving notice of layoff.

17.03 **Recall Procedure**

Employees shall be recalled in the order of their seniority and their ability to perform the work. No new employee will be hired until those laid off have been given an opportunity for re-employment for which they are qualified.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

The Employer shall notify the employee of a recall opportunity by registered delivery, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

17.04 **Temporary Vacancies**

Employees on layoff shall be given preference for temporary vacancies of greater duration than 10 working days and less than 13 weeks. An employee who has been recalled to such a temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Due to the nature of temporary vacancies, the Employer may give only verbal notification of such vacancies to laid-off workers in order of seniority, and in the case of such verbal notice the employee shall be required to respond immediately. Temporary vacancies of 10 working days or less shall be filled at the Employer's discretion.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of work for all employees are determined by the needs of the Employer and are subject to the provisions of the *Employment Standards Act*:

- a) The normal work day for full-time employees shall consist of no more than seven consecutive hours exclusive of meal periods. Each full-time employee is entitled to a 15-minute break in each half of a full-time shift. The normal work period shall consist of 70 hours in two weeks for full-time employees.
- b) For part-time employees the normal work period shall consist of 40 hours in a two week period with a variety of shift schedules. Employees who have expressed interest may be prescheduled up to 48 hours in a two week period.
- c) Part-time employees may be recruited on a voluntary basis to work extra hours and compensated at their regular hourly rate. Subject to mutual agreement of the employee and the manager, the employee may receive

compensation in the form of lieu time for all or part of the hours worked. The scheduling of lieu time requires the approval of the manager.

- d) Part-time employees shall not be normally scheduled to work less than three consecutive hours except by mutual agreement.
- e) Employees may be required to adjust their hours of work from time to time, but no one may work more than seventy hours in a two week pay period, unless authorized by their manager. The hours and days of work of each employee shall be posted in an appropriate place at least four weeks in advance.
- f) Should it be necessary to close a branch of the Library, affected employees will be required to work their scheduled hours at another branch and/or by telework as determined by the Employer, for up to two days. Should such work not be available, affected employees shall be paid for up to two days of the period they were originally scheduled to work. Should the closure extend beyond two days, and work not be available, affected employees will not be required to work and will not continue to be paid for the duration of the closure.
- g) For those weeks when the employee is normally scheduled to work on a weekend, time off in that or the following week shall be determined by mutual agreement providing this is consistent with good public service.
- h) In the event that an employee is required to work at more than one location within an assigned work day, the employee's reasonable travel time shall be considered work time.
- i) In the event that one or more library sites are normally scheduled to be open on a Sunday, and in order to provide the best service possible, the Employer shall engage a workforce as follows:
 - i. Bargaining unit employees may be recruited on a voluntary basis, without prejudice, and compensated at their regular hourly rate.
 - ii. The Employer shall assign, on a rotational basis, permanent employees hired after December 1, 2004 in reverse order of seniority based on position. These Sunday shifts are part of the employee's regular schedule. Employees will be compensated at their regular hourly rate. The Employer shall provide the Union with a list of positions that require regular Sunday work and update this list when new positions are added.
 - iii. The Employer shall engage temporary staff and schedule them for Sunday shifts. They shall be excluded from the bargaining unit.

- iv. Should there still be an insufficient number of staff for Sunday shifts, the Employer has the right to assign on a rotational basis, all bargaining unit employees employed prior to December 1, 2004 in reverse order of seniority assuming they are qualified. Such employees shall be compensated at one and one half times the position rate.

18.02 **Overtime**

Except in the case of an emergency, all overtime must be authorized in advance by the manager. Time worked over and above 70 hours in a two consecutive week pay period shall be compensated on the basis of one and one half per hour of each hour of overtime worked.

Lieu time may only be accumulated up to a limit of 35 hours at any one point. Upon mutual agreement any overtime time shall be designated as either lieu time or paid time before the hours are worked.

The scheduling of lieu time requires the approval of the manager.

Overtime shall be on a voluntary basis except in the case of emergencies beyond the control of the Employer.

There shall be no pyramiding of premium rates.

18.03 **Pay on Temporary Transfer, Higher Rated Job**

When an employee is temporarily assigned by their manager to a higher paying position for more than three consecutive hours, the employee shall receive the minimum rate for the position, which is closest to but higher than their normal rate.

18.04 **Pay on Temporary Transfer, Lower Paying Job**

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

18.05 **Drop Box Clearing**

When an employee agrees to clear the drop box at any branch on a day on which the Library is closed to the public, the following conditions shall apply:

- a) The employee shall be paid at the rate of pay grade 1 at time and one half.
- b) There shall be a three hour minimum shift length.

- 18.06 The parties may, by mutual agreement, waive the provisions of article 18.01 and permit employee(s) to work a flexible schedule.

ARTICLE 19 SICK LEAVE

- 19.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*. Sick leave payments are intended only for protection of the income of employees who are unable to work for health (including mental health) reasons.

- 19.02 Each full-time employee shall receive a gross credit of one and one-half sick leave days for each month of active service, such credits to be cumulative. Part-time employees will receive the same level of sick leave entitlement as a full-time employee, except with pro rata sick leave credits.

For the purposes of this Article, active service is defined as having worked for no less than 75% of their working hours of the preceding month; and where less than 75% of the hours have been worked in the preceding month, sick leave credits will be prorated based on the hours worked.

- 19.03 It is the employee's obligation to keep the non-bargaining unit manager informed of the status of illness on an ongoing basis. In case of an anticipated absence due to illness of five working days or less, employees may be required to keep their non-bargaining unit manager informed on a daily basis. In case of an anticipated illness of more than five working days, employees may be required to keep their non-bargaining unit manager informed on a weekly basis.

- 19.04 An employee will not be entitled to paid sick leave during the first month of service. There shall be no payment to employees of accumulated sick leave upon termination of employment. An employee will not earn sick leave:
- a) When the employee is off work and being paid by a Long-Term Disability (LTD) Insurance Carrier;
 - b) When the employee is absent from work for more than eight continuous months as a result of workplace illness/injury and is in receipt of WSIB benefits;
 - c) When the employee is absent from work on an unpaid leave of absence in excess of 30 consecutive calendar days.

In accordance with the LTD plan, employees absent due to non-occupational illness or injury for more than 17 weeks, shall apply for LTD benefits.

- 19.05 When an employee becomes ill while on vacation, a request, supported by a medical certificate, dated no more than three days after the illness took place, submitted no more than three days after the date of the planned return to work,

may be made to have the annual vacation, or portion thereof, provided that the required sick leave credits are available, converted to sick leave. If granted, the annual vacation (or portion thereof) is postponed and taken at a time mutually agreeable to both parties.

- 19.06 Whenever an employee's days of illness exceed their accumulated sick pay credit, the excess days of illness shall not be carried forward against future credits but shall be regarded as days of illness without pay.
- 19.07 To qualify for sick leave with pay, an employee shall, when requested by the non-bargaining unit manager, produce a certificate from a qualified medical practitioner certifying that the employee was unable to carry out their duties due to illness.
- 19.08 Should the Employer request that any employee provide a medical certificate or participate in an independent medical assessment, such cost shall be borne by the Employer and the employee shall be reimbursed for such cost, in accordance with City procedures, upon providing such documentation to a maximum of \$60.00 (\$120 maximum reimbursement for Specialist's reports).
- 19.09 **Family Care**
- In the case of the illness of a family member, and where the employee must provide for the needs of the ill family member, the employee shall be entitled to use a maximum of five sick leave days per calendar year to care for the family member who is ill. Sick leave used for this purpose shall be drawn from the employee's accrual as above.
- 19.10 **Workplace Safety and Insurance Act (WSIA)**
- a) Where an employee is injured at work and in receipt of Workplace Safety and Insurance Board (WSIB) compensation in lieu of regular pay, the Employer will make up the difference in pay between such compensation and regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make-up shall be deducted from such accumulated credits.
 - b) When discussing any issue arising out of a work-related injury or claim, or an accommodation, the employee may be accompanied/represented by a Union WSIB specialist or other Union Representative of their choosing, if desired.

ARTICLE 20 – VACATION**20.01 Length of Vacation**

Vacations may be taken anytime during the calendar year consistent with good public service, and may be split up during the year, subject to the approval of the non-bargaining unit manager.

20.02 Full-time Employees

- a) Each full-time employee shall receive one day's pay at their current rate of remuneration for each vacation day entitled by the table below. An employee who has not completed probation shall not take vacation entitlement without express permission of their Director. Employees who have achieved less than one year's service at the end of a vacation year shall be credited with one and a quarter days of paid vacation for each month of service up to a maximum of 15 days.
- b) Annual vacation for full-time employees will be awarded as follows unless otherwise negotiated and the Union is made aware at time of hire:

Full-time Employees	
Years of Service	Length of Vacation
Less than one year	Up to Fifteen working days
One year but less than five years	Fifteen working days
Five years but less than six years	Sixteen working days
Six years but less than seven years	Seventeen working days
Seven years but less than eight years	Eighteen working days
Eight years but less than nine years	Nineteen working days
Nine years but less than ten years	Twenty working days
Ten years but less than eleven years	Twenty-one working days
Eleven years but less than twelve years	Twenty-two working days
Twelve years but less than thirteen years	Twenty-three working days
Thirteen years but less than fourteen years	Twenty-four working days
Fourteen years but less than fifteen years	Twenty-five working days
Fifteen years but less than sixteen years	Twenty-six working days
Sixteen years but less than seventeen years	Twenty-seven working days
Seventeen years but less than nineteen years	Twenty-eight working days
Nineteen years but less than twenty-one years	Twenty-nine working days
Twenty-one years but less than twenty-five years	Thirty working days
Twenty-five years but less than twenty-seven years	Thirty-one working days
Twenty-seven years but less than thirty	Thirty-two working days
Thirty years but less than thirty-two years	Thirty-three working days
Thirty-two years but less than thirty-five years	Thirty-four working days
Thirty-five years or more	Thirty-five working days

Part-time Employees

- c) Part-time employees hired before April 26, 2012 receive the same level of vacation entitlement as a full-time employee, except with pro rata vacation pay. Part-time staff hired after April 26, 2012 will follow the chart below.
- d) Annual vacation will be awarded as follows unless otherwise negotiated and the Union is made aware at time of hire:

Part-time Employees	
Years of Service	Length of Vacation
Less than one year	Up to fifteen working days*
One year but less than five years	Fifteen working days
Five years but less than six years	Sixteen working days
Six years but less than seven years	Seventeen working days
Seven years but less than eight years	Eighteen working days
Eight years but less than nine years	Nineteen working days
Nine years or more	Twenty working days

*Employees who have achieved less than one year's service at the end of a vacation year shall be credited with one and a quarter days (pro rata) of paid vacation for each month of service up to a maximum of 15 days.

Note: In this article "years of service" will be interpreted to mean service to the Pickering Public Library not including casual, contract or Taskforce service.

e) **Vacation Entitlement**

Vacation entitlement will be computed from January 1st of a given year to December 31st of that year.

A permanent employee who has completed years of service as shown in 20.02 b) and d) above on or before December 31st of any year shall be entitled to the corresponding paid vacation in that year.

f) **Carry-over of Vacation**

Vacation is intended to be taken in the year for which it is earned.

No employee may carry forward unused vacation entitlement without the express written permission of the CEO or designate.

g) **Part-time Employees Becoming Full-time**

Part-time employees who become full-time employees shall be credited with "years of service" equivalent to their prorated continuous part-time

employment. Part-time vacation entitlement accumulated will be prorated to the full-time equivalent to determine the amount of the credit.

20.03

Scheduling and Confirmation of Vacations

- a) In order to ensure fair and timely vacation planning for all staff, written requests for vacation made 120 days or more in advance will be confirmed by the manager each month in accordance with the following table. In the event that more than one employee requests the same vacation days, the matter will be discussed between the parties involved and the manager in an attempt to resolve the issue and accommodate all concerned individuals without detracting from service. In cases of conflict, seniority will prevail.

FINAL REQUEST DATE	APPROVAL WEEK	VACATION PERIOD
December 31st	First week of January	April
January 31st	First week of February	May
February 28th	First week of March	June
March 31st	First week of April	July & August
May 31st	First week of June	September
June 30th	First week of July	October
July 31st	First week of August	November
August 31st	First week of September	December & January
October 31st	First week of November	February
November 30th	First week of December	March

- b) Written requests for vacation made later than 120 days (four months) prior will be confirmed by the manager on a first come, first served basis. In cases of conflict, seniority will prevail but no request under section b) will supersede vacation confirmed under section a), seniority notwithstanding.
- c) The approved vacation schedule shall be readily accessible to employees.

20.04

An employee will have their vacation credits reduced on a pro rata basis:

- a) When the employee is off work and being paid by a Long-Term Disability Insurance Carrier;
- b) When the employee is absent from work for more than eight continuous months as a result of workplace illness/injury and is in receipt of WSIB benefits;
- c) When the employee is absent from work on an unpaid leave of absence in excess of 30 consecutive calendar days or an equivalent amount of unpaid leave over a calendar year.

Employees performing modified work must be paid for a minimum of half their normal workday to be considered a work day for the purpose of vacation accrual. Vacation will be accrued on a pro rata basis in this situation.

20.05 An employee who ceases employment with the Employer shall receive prorated vacation credits based on the portion of the year worked. Any vacation credits used but not earned will be deducted from the final pay cheque. Employees who fail to complete their probationary period will be paid vacation pay in accordance with the *Employment Standards Act*.

Note: See section 19.05 for conversion of vacation time to sick time.

ARTICLE 21 - PAID HOLIDAYS

21.01 The following paid holidays, regardless of when they fall, will be granted with pay to all full-time employees:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve - one half-day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve - one half-day

If the Federal or Provincial government declares another day not already listed as a statutory holiday, the Employer will also recognize that statutory holiday.

When any of the said holidays falls on other than a normal working day, then the Employer may designate another working day upon which the said holiday will be celebrated.

21.02 Part-time employees shall receive pay for the same holidays as full-time employees which shall be calculated in accordance with the *Employment Standards Act* as amended.

Note: Calculations, which may be amended from time to time as per amendments to the ESA, are currently made as follows:

Add all the regular wages and vacation pay payable in the four work weeks before the work week in which the paid holiday occurred and divide this sum by 20 for a full day holiday. The sum will be further divided in half for a half day holiday.

21.03 In order to be entitled to payment for a paid holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, except where

officially permitted to be absent or where a certificate from a qualified medical practitioner is requested by the Employer and provided.

- 21.04 If employees work on one of the above named Paid Holidays, they shall receive payment at time and one-half for the hours actually worked by them in addition to receiving their holiday pay. Subject to the mutual agreement between the employee and the manager, the employee may elect to receive compensation for working on the paid holiday in the form of time off in lieu of pay, at the rate of one and one-half hours off for each hour worked.
- 21.05 Where one of the above named Paid Holidays falls during an employee's approved vacation period, the employee shall be allowed an extra day's vacation with pay or an extra day's pay by mutual agreement of the manager and the employee.
- 21.06 If an employee's normal day off falls on a Paid Holiday, the employee will be compensated by a day off at a time mutually agreed to by the manager and the employee.
- 21.07 If employees elect to work on a paid holiday, they are scheduled based on organizational need, by the job classification required to perform the work, in order of seniority.
- 21.08 **Float Holiday**
- In each calendar year one paid floating holiday will be granted to each employee, to be scheduled upon advance request with the manager's consent. An unused floating holiday may not be carried over into the following calendar year or paid out to employees exiting the organization.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 The CEO may grant leave of absence without pay or benefits and without loss of seniority if an employee requests it in writing from the CEO or designate and if the leave is for good reason, and does not unreasonably interfere with the efficient operation of the library.
- 22.02 The CEO will grant on any one occasion leave of absence without pay to not more than three employees for Union purposes subject to the overriding requirement of library services. The aggregate total of such leaves will not exceed 15 days in any one calendar year. The CEO or designate may consider an increase over the 15 day total if it would not detract from such services.

22.03 **Bereavement Leave**

- a) A permanent employee shall be granted bereavement leave without loss of pay, according to the schedule below, following the death of:
 - i. An employee's spouse (including common-law spouse), parent, step-parent, child or step-child, sibling, step-sibling, a maximum of five work days off;
 - ii. An employee's grandparent, grandchild, parent-in law, or other relative for whom the employee is required to administer bereavement responsibilities, a maximum of three work days off;
 - iii. An employee's sibling-in-law, child-in-law, sibling of employee's parent or their children one work day off to attend the funeral.
- b) Reference to spouse will be defined by the *Family Law Act*.
- c) In the event such a death occurs under a) (i) or (ii) above, and the funeral is held at a distant point requiring extra traveling time (minimum 500 km away), the employee may be granted up to two additional work days off, without loss of pay, subject to prior approval of the CEO.
- d) The CEO may grant permission for absence with pay due to bereavement of persons other than these herein specified.

22.04 **Pregnancy and Parental Leave**

An employee who is eligible for pregnancy and parental leave under the *Employment Standards Act* shall, on written request, be granted such leave as described in the Act. Employees who take pregnancy leave or a combination of pregnancy and parental leave will be required to take 50% of their accrued vacation time before returning.

22.05 **Jury Duty or Witness Leave**

Employees subpoenaed to serve as jurors or witnesses in any court shall be granted leave of absence. A satisfactory certificate showing the period of such service or witness and the amount of compensation received therefore must be presented to the manager. Each employee shall be paid their full wages for a period of jury service provided that the employee shall deposit with the Employer on a timely basis the full amount of compensation (less meal or transportation allowance) received for such service. If the employee refuses to pay the Employer such funds, the employee shall forfeit the right to claim any part of their salary for this period.

22.06 **Citizenship Leave**

An employee who is required to attend a sitting of the Citizenship Court during their normal working hours for the purpose of obtaining their Canadian Citizenship shall, on one occasion only, be granted one day leave of absence with pay.

22.07 **Leave of Absence for Religious Reasons**

The Employer may grant an employee a leave of absence without pay or benefits and without loss of seniority for religious reasons. Each leave will be decided on a case by case basis.

22.08 **Other Protected Leaves**

Other protected leaves will be granted in accordance with the terms and provisions of the *Employment Standards Act* as amended from time to time.

22.09 Articles 22.05 and 22.06 apply to part-time employees for purposes of covering their loss of regular part-time hours.

ARTICLE 23 - PAYMENT OF SALARIES AND ALLOWANCES

23.01 **Payments**

The Employer shall pay salaries and allowances (including mileage) in a manner which does not vary from the practice of the City of Pickering or should it vary will give notice thereof.

23.02 **Tuition Assistance**

Employees may apply to the CEO or designate for assistance to upgrade their job qualifications. Courses will be discussed with the manager and/or CEO or designate to determine their relevance to the employee's work duties. Applications must be submitted at least three weeks prior to the last date of application for the course. The extent of assistance shall be determined by the Employer to the effect that anyone that leaves the organization within three months of receiving assistance will be required to repay the Library for the amount of the assistance and this will be applied only when that assistance exceeds \$100. If assistance is granted, payment will be made after evidence of the successful completion of the course is submitted.

23.03 Where the Employer requires, or by safety regulations employees are required to wear safety footwear in the performance of their duties, the Employer shall provide said employees with an annual \$220 boot allowance upon receipt of proof of purchase. It is agreed and understood that the Employer shall provide employees whose work requires occasional use of safety footwear a \$220 boot allowance once every three years upon receipt of proof of purchase.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 The Employer agrees to pay 100% of the premium costs of the following:

- a) Long Term Disability Plan providing 75% of regular earnings to a maximum of \$4,500 per month for full-time employees and \$2,500 for part-time employees;
- b) Life insurance plan and basic accident insurance, to a value of twice the employee's annual salary to the nearest \$500 dollars to a maximum of \$175,000 dollars.

Notwithstanding the above, an employee may apply for a further sum of life insurance offered in \$10,000 increments to a maximum of \$200,000 for full-time employees and \$100,000 for part-time employees subject to evidence of insurability. The employee shall pay 100% of the premium cost of this additional insurance.

24.02 The Employer agrees to pay 100% of the premium costs of the following insurance benefits for full-time employees. The Employer agrees to pay 50% of the premium costs of the following insurance benefits for part-time employees if they elect to subscribe to these insurance benefits:

- a) Extended health plan, including emergency travel assistance (\$1,000,000 per person per trip), prescription drugs (including prescribed smoking cessation drugs with a \$500 lifetime maximum and anti-obesity drugs, \$3,500 lifetime maximum) utilizing a drug card with a \$10 dispensing fee cap, semi-private hospitalization and specialist prescribed hearing aids (and repairs) up to a maximum of \$750 over five benefit years, medical equipment and supplies are covered, custom made orthotic inserts (one pair per calendar year – maximum \$400), custom made orthopedic shoes or boots (reasonable and customary charges), and coverage for a CPAP machine up to the reasonable and customary amounts established by the Insurance Carrier;
- b) Vision care plan, providing an accumulated two-year benefit of \$650 . Bi-annual eye exam coverage to a maximum of \$120 every two years;
- c) Dental plan utilizing current ODA rates, preventative and basic 100% unlimited. Orthodontic coverage for dependent children to \$3,500 dollar lifetime maximum with a 50/50% co-insurance and major restorative with an annual maximum of \$3,250. Nine month recall for dental check-ups for adults;

- d) Annual maximums for chiropractic coverage, registered massage therapy, and speech pathologist to \$650 per specialty, per person, per calendar year;
- e) Annual maximum for mental health practitioner (including clinical psychologist, psychotherapist, social worker, or clinical counsellor) \$900 (\$1,000 effective March 31, 2027) per person, per benefit year for all listed practitioners combined;
- f) Annual maximums for osteopath coverage, podiatrist/chiropracist, and naturopath, \$325 per specialty, per person, per calendar year;
- g) Annual maximum for physiotherapy coverage to \$5,000 per specialty, per person, per calendar year;
- h) Private duty nursing – \$5,000 dollars per three consecutive years;
- i) The Employer will continue to pay 100% of the premium cost for full-time employees and 50% for part-time employees of benefits (including extended health, dental and vision care) to an employee's surviving spouse and dependents for up to 24 calendar months following the employee's death.

24.03 The Employer shall make contributions, on behalf of each participating employee, to the OMERS Basic Pension Plan in amounts required by the Board of OMERS from time to time.

24.04 Where a member of the bargaining unit is eligible for Long Term Disability payments, the application of Section 24.02 above this Article shall continue for the duration of the approved claim.

24.05 The Employer shall pay the premium cost (100% for full-time employees and 50% for part-time employees) of the following benefits as described in 24.02 for employees who have attained the normal retirement age deemed by OMERS and continue to work for the Employer until age 70:

- Extended health plan (excluding deluxe travel)
- Vision care plan
- Dental plan
- Life Insurance plan to the value of the employee's annual salary to the nearest \$500 to a maximum of \$150,000.

Note: To be eligible for 24.05 part-time employees must have opted into the employee benefits plan for at least one year.

Employees who work beyond age 70 shall receive an amount equal to 10% of regular earnings (excluding overtime and any other premium pay and vacation

pay) instead of having the premium cost for the benefits listed in Article 24.02 paid for them.

24.06

Retiree Benefits

a) The Employer shall pay 100% of the premium costs of a paid up life insurance policy of \$2,000 for all permanent employees who retire at the normal retirement age as determined by OMERS, or who take early retirement with an unreduced pension as determined by the existing OMERS plan.

b) **Full-time Retirees**

The Employer shall pay 75% and the employee shall pay 25% of the premium cost of the Extended Health Plan including prescription drugs and semi-private hospitalization. It is agreed and understood that the Employer shall terminate the payment of premiums for the Dental and Vision Plan with effect on the employee's retirement date.

Part-time Retirees

The Employer shall pay 25% and the employee shall pay 75% of the premium cost of the Extended Health Plan including prescription drugs and semi-private hospitalization. It is agreed and understood that the Employer shall terminate the payment of premiums for the Dental and Vision Plan with effect on the employee's retirement date.

Article 24.06 b) shall apply to permanent employees who are:

- a) receiving an unreduced OMERS Basic Pension; or,
- b) receiving an unreduced OMERS Disability Pension,

until the employee attains age 65.

ARTICLE 25 - CONTRACTING OUT

25.01 No work in job categories covered by this Agreement shall be contracted out at the expense of present employees being laid off.

25.02 Where it is contemplating contracting out of work of a nature performed by Union employees, the Employer shall advise the Union by written notice of not less than 30 days.

25.03 During the notice period referred to in Article 25.02, the Union shall be given an opportunity to make representation to the Board with respect to the contracting out of the work in question; the Board shall make available to the Union any

material of a non-confidential nature being examined in support of its decision to contract out the work.

ARTICLE 26 - TECHNOLOGICAL CHANGE

- 26.01 a) Technological change means the introduction by the Employer of new equipment or material which leads to a substantive difference in content of a bargaining unit job requiring new or greater skills than currently possessed by present employees.
- b) The Employer shall give the Union notice as far in advance as possible of upcoming technological changes which are likely to lead to layoffs or reduced normal hours of work, and prior to introduction of any such technological change, to discuss with the Union the nature of the change, the date on which the changes may take place, the approximate number and location of employees likely to be affected and the nature of the effects, proposed training, as well as suggestions on minimizing the effects of technological change.
- c) Where new or greater skills are required than are already possessed by affected employees, under the present methods of operation, such employees shall be afforded the opportunity to be trained by the Employer under the terms laid out in 23.02.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, such notices shall be signed or approved by the Local Union.

27.02 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer (or designate)/Secretary to the Board and the President of the Union, Local 3506.

- 27.03 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, unlawful picketing, slow-down or stoppage of or interference with work production, either complete or partial, and the Employer agrees that there will be no lock-out of employees.

- 27.04 Where the term "manager" is used in this document, it shall mean a member of the management team unless otherwise indicated.

27.05 The Employer and the Union acknowledge that there may be amendments made to the *Employment Standards Act* from time to time and agree to meet to discuss the impact of such amendments upon the Collective Agreement.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 This Agreement shall be effective from April 1, 2025 and shall expire March 31, 2027.

Notice that amendments are desired or requested by either party, or that either party intends to terminate this Agreement, may only be given within the period of 90 days prior to the expiration date of this Agreement, or to any anniversary of such expiration date.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within 30 days of the giving of such notice if requested to do so.

APPENDIX "A" Schedule of Wages & Salaries: Union Job Classification & Pay Grid

Increase of 3.5%

APRIL 1, 2025 - MARCH 31, 2026

Pay Grade	Point Range	POSITIONS	Evaluation Points	Step 1	Step 1 Hourly Rate	Step 2 (After 6 Months)	Step 2 Hourly Rate	Step 3-Job Rate After 1 yr. Anniv. Date	Step 3-Job Rate Hourly Rate
6	1230-1329 (100)	Marketing Strategist	1302	\$74,656	\$41.02	\$78,806	\$43.30	\$82,956	\$45.58
		Systems Administrator	1289						
		CES - Collections	1230						
		Client Services Lead	1316						
5	1130-1229 (100)	CES - Local History	1226	\$66,758	\$36.68	\$70,470	\$38.72	\$74,183	\$40.76
		CES - Digital	1223						
		CES - Info Tech	1223						
		CES - Children	1213						
		CES - Adults	1213						
		CES - Outreach	1224						
		CES - Library Youth Specialist	1206						
4	1030-1129 (100)	Senior CEA - Digital	1100	\$58,768	\$32.29	\$62,044	\$34.09	\$65,302	\$35.88
		Marketing Assistant	1084						
		Senior CEA	1078						
		Senior CEA - Info Tech	1078						
		IT Support Technician	1056						
3	930-1029 (100)	Digital Services Technician	1051	\$56,402	\$30.99	\$59,532	\$32.71	\$62,663	\$34.43
		CEA - Outreach	1027						
		CEA - Info Tech	1016						
		Senior CEA - Borrower Services	1012						
		Indigenous Relations & Outreach Associate	1027						
		Senior Associate - Collections	1012						
CEA - Children	995								
2	830-929 (100)	Administrative Services Assistant	887	\$51,652	\$28.38	\$54,509	\$29.95	\$57,385	\$31.53
		Senior Support Services Associate	882						
		Client Experience Courier	847						
		Courier and Operations Support	844						
1	730-829 (100)	CEA - Support Services	825	\$47,666	\$26.19	\$50,323	\$27.65	\$52,962	\$29.10
		CEA - Borrower Services	808						
1a	630-729 (100)			\$42,006	\$23.08	\$44,335	\$24.36	\$46,665	\$25.64
1b	530-629 (100)			\$36,946	\$20.30	\$38,984	\$21.42	\$41,041	\$22.55

PT-1040 FT-1820 hrs

NOTES:

1 CES - Client Experience Specialist

2 CEA - Client Experience Associate

3 Employees progress through the steps of the grid semi-annually beginning with their anniversary date, if they receive a satisfactory performance evaluation. In the case of pay grade promotion, an employee moves to the pay grade assigned to that job and into the step which is closest to but higher than their previous pay rate. The employee obtains a new step increase date to match the date of their promotion only for purposes of future step movement timing along the pay grade.

4 Position titles, job evaluation points, and related job classification are current as of the last round of negotiations. Changes after this date will not be reflected in the collective agreement until the next round of negotiations.

APPENDIX "A" Schedule of Wages & Salaries: Union Job Classification & Pay Grid

Increase of 3%

APRIL 1, 2026 - MARCH 31, 2027

Pay Grade	Point Range	POSITIONS	Evaluation Points	Step 1	Step 1 Hourly Rate	Step 2 (After 6 Months)	Step 2 Hourly Rate	Step 3-Job Rate After 1 yr. Annlv. Date	Step 3-Job Rate Hourly Rate
6	1230-1329 (100)	Marketing Strategist	1302	\$76,913	\$42.26	\$81,172	\$44.60	\$85,449	\$46.95
		Systems Administrator	1289						
		CES - Collections	1230						
		Client Services Lead	1316						
5	1130-1229 (100)	CES - Local History	1226	\$68,760	\$37.78	\$72,582	\$39.88	\$76,404	\$41.98
		CES - Digital	1223						
		CES - Info Tech	1223						
		CES - Children	1213						
		CES - Adults	1213						
		CES - Outreach	1224						
CES - Library Youth Specialist	1206								
4	1030-1129 (100)	Senior CEA - Digital	1100	\$60,533	\$33.26	\$63,900	\$35.11	\$67,267	\$36.96
		Marketing Assistant	1084						
		Senior CEA	1078						
		Senior CEA - Info Tech	1078						
		IT Support Technician	1056						
Digital Services Technician	1051								
3	930-1029 (100)	CEA - Outreach	1027	\$58,076	\$31.91	\$61,316	\$33.69	\$64,537	\$35.46
		CEA - Info Tech	1016						
		Senior CEA - Borrower Services	1012						
		Indigenous Relations & Outreach Associate	1027						
		Senior Associate - Collections	1012						
CEA - Children	995								
2	830-929 (100)	Administrative Services Assistant	887	\$53,199	\$29.23	\$56,165	\$30.86	\$59,114	\$32.48
		Senior Support Services Associate	882						
		Client Experience Courier	847						
		Courier and Operations Support	844						
1	730-829 (100)	CEA - Support Services	825	\$49,085	\$26.97	\$51,815	\$28.47	\$54,545	\$29.97
		CEA - Borrower Services	808						
1a	630-729 (100)			\$43,261	\$23.77	\$45,664	\$25.09	\$48,066	\$26.41
1b	530-629 (100)			\$38,056	\$20.91	\$40,167	\$22.07	\$42,279	\$23.23

PT-1040 FT-1820 hrs

NOTES:

- 1 CES - Client Experience Specialist
- 2 CEA - Client Experience Associate
- 3 Employees progress through the steps of the grid semi-annually beginning with their anniversary date, if they receive a satisfactory performance evaluation. In the case of pay grade promotion, an employee moves to the pay grade assigned to that job and into the step which is closest to but higher than their previous pay rate. The employee obtains a new step increase date to match the date of their promotion only for purposes of future step movement timing along the pay grade.
- 4 Position titles, job evaluation points, and related job classification are current as of the last round of negotiations. Changes after this date will not be reflected in the collective agreement until the next round of negotiations.

Letter of Understanding re: Self-Serve Library Services

The Employer intends to continue operating the Claremont branch with a combination of staffed and self-service operations to enhance accessibility and service delivery. The introduction of self-service operations has increased the branch's weekly open hours, resulting in higher walk-in traffic, with staffed operations also expanded compared to the 2019 benchmark levels. The Employer agrees that during the life of the Collective Agreement, this item will remain as a standing agenda item at Labour Management meetings (in accordance with Article 8), to discuss changes to the service and will give due consideration to any concerns raised by the Union.

It is agreed that no current bargaining unit member shall face termination, layoff, reduction in work hours, pay reduction, withheld recall, or classification reduction as a result of the self-service model implementation. All work typically performed by bargaining unit members necessary for the normal operation of a self-service library shall be performed exclusively by bargaining unit members.

Letter of Understanding re: Joint Job Evaluation Committee

The parties recognize the importance of a clear and co-operative process in assessing and maintaining pay equity and internal equity processes. Therefore, the parties agree to the following:

1. The parties will meet within 120 days of the ratification of the Collective Agreement to review the requirements for compliance with the Pay Equity Act and to update the Joint Job Evaluation Terms of Reference document.
2. The job descriptions for the following positions (titles are subject to change) will be updated and evaluated using the current Evaluation Tool (Coopers & Lybrand):
 - a. Senior Support Services Associate
 - b. Local History Specialist
 - c. Client Experience Associate - Outreach
 - d. Senior Client Experience Associate Borrower Services
3. The Terms of Reference and the Joint Job Evaluation for the jobs listed in #1 and #2 above shall be completed and implemented no later than the expiry of this Collective Agreement.
4. Any extension to the timelines shall be by mutual agreement.
5. Throughout the process each party may include an Advisor, at their own expense.

Letter of Understanding Re: In-Charge Staff

The parties recognize the importance of having in-charge staff at the following Library locations during the normal operating hours:

- George Ashe Library
- Central Library
- Claremont Library
- Outreach Vehicle, Ovee
- Library located at the Dorsay Community and Heritage Centre

The Employer will train and assign staff to perform in-charge duties when required by their manager for a minimum of three consecutive hours or more in accordance with Article 18.03.

MEMORANDUM OF SETTLEMENT

BETWEEN:

Canadian Union of Public Employees Local 3506
(The Union)

-and-

The Pickering Public Library Board
(The Board)

The undersigned representatives of the Parties hereto agree to unanimously recommend to their respective principals, ratification of the following terms of settlement:

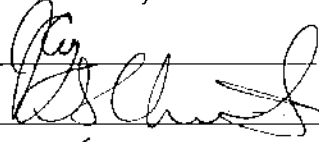
1. The Collective Agreement shall be in the form of the prior Collective Agreement except where hereinafter specifically amended.
2. The Collective Agreement shall be amended by the changes attached which shall take effect as of the date of ratification by both parties.
3. Retroactive pay shall be to the first full pay period in April 2025 and shall be paid to all bargaining unit members of the Board who, as of August 14, 2025, are on the payroll and actively providing services to the Board, including employees on Paid Sick Leave, LTD and WSIB where applicable.
4. Retroactive pay, where applicable, shall only apply to wages, and shall be made as soon as is practicable following the signing of this Agreement. Such retroactive payment will only be paid for the following:
 - (a) Actual wages paid (including overtime, annual vacation and paid holidays).
 - (b) Any other approved leave with pay (excluding any monies paid by insurance carriers).
5. The term of the Collective Agreement shall be for twenty-four (24) months, commencing April 1, 2025 and ending March 31, 2027.
6. The Parties have agreed to the following wage increase:
 - (a) Effective April 2025 3.5%
 - (b) Effective April 2026 3.0%


Across the Board increases will take effect the first full pay in the month of April.

7. All other matters are hereby withdrawn.


Dated at Pickering this 14th day of August, 2025.

For the Library:

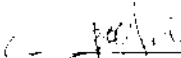


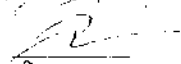


Gallen



For the Union:





Fitchell

