

COLLECTIVE AGREEMENT

Between the

AURORA PUBLIC LIBRARY BOARD

And

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL
905.27**

APL Pages and Temporary Workers Unit

April 1, 2024 – March 31, 2028



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Article 1 – Purpose

- 1.01 The general purpose of this agreement between the Employer and the Union is to establish and maintain orderly and harmonious collective bargaining relations; to provide a procedure for the prompt and equitable disposition of grievances and to eliminate the interruption of work and interference with the proper operation of the Employer’s business. Further, it is the essence of this Agreement that there shall be a maximum of cooperation and help from the employees of the Employer to provide the best possible library service to the public and the parties pledge their full support and cooperation in this respect.

Article 2 – Recognition

- 2.01 The Employer recognizes the Union and its Local as the sole and exclusive bargaining agent for all Library Pages and Temporary Workers employed by the Aurora Public Library Board in the Town of Aurora.

For greater clarity, the Temporary employees referred to above are those who are replacing or augmenting Pages or employees in classifications contained in the Full Time/Part Time collective agreement between the Library Board and CUPE Local 905.02.

- 2.02 Notwithstanding anything to the contrary in this Agreement, those employees excluded from the bargaining unit may perform work normally performed by members of the bargaining unit to meet operational needs only, without being considered to be included in the bargaining unit and without giving rise to any grievance pursuant to the terms of this Agreement, on the understanding that this will not result in the reduction of established hours of any persons in the bargaining unit.
- 2.03 a) “Library Page Employees” shall mean those employees working in this classification.
- b) “Permanent or seniority employees” shall mean those employees who have successfully completed the required probationary period.
- c) “Temporary employees” shall mean those employees who are hired to temporarily replace Page employees or employees in another Aurora Public Library bargaining unit as described in the attached Schedule B.

Article 3 - No Discrimination

- 3.01 The Employer and the Union agree that there will be no discrimination against any employee because of any prohibited grounds set out in the Ontario Human Rights Code.
- 3.02 The Employer agrees that it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 3.03 The Union agrees that, save as expressly provided in this Agreement, there shall be no Union activity on the Employer's premises without the prior permission of the Employer.

Article 4 - Management's Rights

4.01 Except as otherwise abridged by specific provisions in this Agreement, the Union acknowledges that the Employer shall be entitled to exercise all the usual rights of management, which rights include, but are not limited to, the right to establish and maintain cost reduction methods and techniques; to schedule and direct the work force; maintain order, discipline and efficiency; hire, retire, classify, direct, promote, demote, transfer, discipline and discharge employees; and to increase and decrease the working force; suspend or cease operations; set hours of operation and assign same; assign the various duties to be performed; make and apply rules and regulations to be observed by employees; determine the number and location of outlets; the methods and manner of providing a library service; the schedules of work; the kinds and location of machines, tools and equipment to be used; the right to subcontract work which would not result in the reduction of established hours of persons in the bargaining unit; the right to establish new occupations and/or to modify existing occupations:

Provided that a claim that an employee with seniority has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.

- 4.02 Probationary employees may be terminated at the Employer's sole discretion, without recourse to the grievance and arbitration procedures.
- 4.03 The Employer agrees not to exercise these rights in a manner inconsistent with the terms of this Agreement, or in a manner that is arbitrary, discriminatory or in bad faith.

Article 5 - Union Representation

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select two (2) Stewards for the purpose of representing employees in the handling of grievances.
- 5.02 The Employer shall be notified by the Union in writing, within two (2) weeks of the appointment, of the names of the Shop Stewards and any changes made thereto and shall not be required to recognize any such Steward until it has been notified.
- 5.03 No Steward shall leave their work station to investigate or process a grievance without the prior consent of their manager, which consent shall not be unreasonably withheld.
- 5.04 The Employer agrees that the Steward shall not suffer loss of pay for time spent in the handling of grievances.
- 5.05 Shop Stewards shall exercise the privileges herein provided in such a manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.
- 5.06 The Employer agrees to recognize up to two (2) Page employees plus the Unit Chair to serve on a Union negotiating committee, who shall meet with representatives of the Employer to negotiate the renewal of this Agreement. The employees on the Union negotiating committee shall have the right to paid leave for up to two (2) days of scheduled work time (regular hours) to prepare for these negotiations.

Every effort shall be made to negotiate during scheduled work time. If this is not possible, Employees on the Union negotiating committee who attend meetings that have been arranged at the Employer's convenience will be compensated for this time.

- 5.07 The Union shall have the right to have a C.U.P.E. Representative present to assist them in any meetings with the Employer, concerning the application, implementation, interpretation or negotiation of the Agreement.
- 5.08 The Employer will provide the Unit Chair with a list annually which shall contain the names, addresses and phone numbers of all bargaining unit members.

As employees are hired, terminated, laid off, retire or quit, the Unit Chair will be notified.

The list referenced in paragraph one above will be provided within thirty (30) days of ratification and thereafter by January 31st, each calendar year.

- 5.09 A representative designated by the Union will be given an opportunity to meet individually or in a group setting with new employees during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. The Employer recognizes the importance of the Union meeting with the employee for up to an hour within regular working hours and without loss of pay for either employee.
- 5.10 The Employer agrees to provide a bulletin board in each of its libraries where there are members of the unit employed, for the purpose of posting Union notices and official information.

Article 6 - The Collective Agreement

- 6.01 The Employer and the Union desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. The Employer shall email the Agreement as soon as possible after the date on which the Agreement is signed and issue a copy to each employee. Print copies shall be made available upon request.
- 6.02 There shall be no strike or lockout during the term of this Agreement provided that the words "strike" and "lockout" shall be as defined by the Ontario Labour Relations Act.
- 6.03 The Parties hereby agree that in accordance with the Ontario Labour Relations Act, this agreement is binding on all principals of each party.

Article 7 - Union Security

- 7.01 The Employer shall, every pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, whether or not the employee is a member of the Union, the amount of regular Union dues in accordance with the Constitution and By-laws of the Union. The Union shall notify the Employer in writing of the amount of regular Union dues to be deducted in accordance herewith and the Employer may, for all purposes, rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's Constitution and By-laws. The Union shall indemnify and save the Employer

harmless from any claims, suits, judgments, attachments and from any form of liability as a result of making such deductions in accordance with the written notification provided by the Union.

- 7.02 The Employer will remit the amount so deducted from the wages of each employee to the Union by no later than the 15th day of the month following the deductions.
- 7.03 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect containing a check-off provision.
- 7.04 At the same time the Income Tax (T-4) slips are made available the Employer shall include the amount of Union dues paid by each Union member in the previous year.

Article 8 - Grievance Procedures

8.01 Should any dispute arise between the Employer and an employee or employees or between the Employer and the Union as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort will be made to settle such differences without undue delay, in the following manner:

8.02 Employee Grievances

Where a difference arises between the Employer and an employee:

Step 1 The employee involved shall, within and not after five (5) working days of the date upon which the incident giving rise to the grievance first occurred, discuss the issue or complaint with their manager.

Step 2 If the matter is not resolved following the conversation, the employee and the Union may present the grievance to their manager in writing (delivered via electronic mail or in person) within five (5) working days.

Step 3 If the grievance is not settled within five (5) working days of the date the matter was taken up with the manager in Step 2, the Union may within and not after five (5) working days of that date, take the matter up with the Chief Executive Officer or their nominee.

All grievances shall be:

- in writing (delivered via electronic mail or in person)
- signed by the Union Steward
- indicate the nature of the grievance (including the article alleged to be violated)
- outline the remedy sought
- include the facts that the grievance is based on.

A meeting will be held and the Chief Executive Officer or their nominee will give the answer in writing (delivered via electronic mail or in person), within five (5) working days of the date the written grievance was discussed.

- Step 4** If the grievance is not settled after Step 3, the Union may, within and not after ten (10) working days of the date the grievance was taken up with the Chief Executive Officer or their nominee, refer the grievance to arbitration under Article 9.
- 8.03** Where a difference arises between the Union and the Employer relating to the interpretation, application or administration of this Agreement, or where the Union alleges a violation of the Agreement and such difference or allegation cannot be made the subject of an employee grievance, the Union may file a grievance in writing (delivered via electronic mail or in person) as a policy grievance with the Chief Executive Officer within and not after ten (10) working days from the date of the incident giving rise to the grievance and Article 8.02, Step No. 3 shall apply as though the Union policy grievance was a grievance of an employee. It is agreed that the provisions of this Article shall not be used to bypass the provisions in Article 8.02 relating to the filing of individual employee grievances.
- 8.04** Employer Policy Grievances
- The Employer may similarly file a policy grievance against the Union. Any such grievance may be filed with the Unit Chairperson or a Steward of the Union within and not after ten (10) working days from the date of the incident giving rise to the grievance and the Union will give its answer to such grievance in writing (delivered via electronic mail or facsimile) within five (5) working days of the date the written grievance was filed with it. If the Employer is not satisfied with such answer, the grievance may then be referred to arbitration by the Employer under Article 9.
- 8.05** Any of the time limits provided for in this Article and Article 9 may be extended by mutual agreement in writing between the Employer and the Union. If a grievance is not presented within the applicable time limit, or is not processed through the steps of the Grievance Procedure within the time limits provided, it shall be deemed to be withdrawn and be barred.
- 8.06** For the purpose of Articles 8, 9, 10, 11 and 13 the words "working days" shall exclude Saturday, Sunday and designated holidays.

Article 9 - Arbitration

- 9.01** Where a difference arises between the Employer and the Union 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 of the parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 9.02** The Employer and the Union shall endeavor to select an impartial Arbitrator to hear evidence and argument and decide the grievance. If they fail to agree upon such Arbitrator within seven (7) days of the receipt of such notice in writing by the party to whom it is addressed, either party may then request the Minister of Labour to appoint an Arbitrator.
- 9.03** The Arbitrator shall not have authority to alter or amend, in any way, the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decisions inconsistent

with or contrary to the terms and conditions of this Agreement, or in any way modify, add to or delete from any of the provisions of this Agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement deemed just and equitable.

- 9.04 Alternatively either Party has the right to proceed by way of the expedited arbitration process as outlined in the Ontario Labour Relations Act upon twenty one (21) days advance notice in writing to the other party of intent to use this process.
- 9.05 The decision of the Arbitrator shall be binding on both parties.
- 9.06 The Employer and the Union shall each pay one-half of the fees and disbursements of the Arbitrator.

Article 10 – Discipline

10.01 Right to have Steward Present

(a) Where a manager intends to interview an employee for disciplinary purposes, the manager shall so notify the employee in advance of the purpose of the interview, in order that the employee may contact their Steward to be present at the interview. An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee has been advised will be the basis of the disciplinary action.

- 10.01 (b) When the Employer intends to discipline or discharge the Unit Chair, it will give written notice to the CUPE Staff Representative of such.

The meeting will not be held until the second working day following the date upon which the written notice is given and the Staff Representative shall, if he or she can attend such meeting, be permitted to do so.

When the Employer intends to discipline or discharge a Steward, another Steward or the Unit Chair will be invited to attend such meeting.

- 10.02 A seniority employee may only be dismissed for just cause upon the authority of the Chief Executive Officer. A manager may discipline or suspend such an employee but shall immediately report such action to the Chief Executive Officer.

Subject to Article 10.01(b), when a seniority employee is disciplined, discharged, or suspended, they shall be given the reason in the presence of their Steward or the Steward's designate. The employee and the Union shall be advised in writing by the Chief Executive Officer or their designate of the reason for such discharge or suspension.

- 10.03 When an employee is suspended or dismissed, the Grievance Procedure shall begin at Step No. 3 within five (5) days of the employee's suspension or dismissal.

10.04 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning their work within thirty (30) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time.

10.05 No Offence Used Against Employee After Two Years

No offence shall be used against an employee after eighteen (18) months of its commission, provided that no similar or related offence was committed within this period.

Article 11 – Access to Personnel File

11.01 An employee shall have the right to review their personnel file in the presence of an employer representative and if requested, a Union Steward.

An employee shall have the right to have a copy of any document in their file but shall not alter or remove any document from their file. 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 the Employer three (3) working days' notice to have access to their personnel file and the written response to any document contained in the file shall be given within three (3) working days of the date of access.

For clarity, it is understood that only the employee may view, copy and respond to contents in the file.

Article 12 – Wages

12.01 Salary schedules for the term of the Contract are attached and hereby made a part of this Agreement.

12.02 Page employees shall be paid an hourly rate in accordance with the job classification assigned to the position held.

12.03 Annual increments are granted to recognize satisfactory service and increased experience of value to the Library, within the limits of the salary established for each position.

Employees shall be provided their step increases as per schedule A based on their date of commencement in their currently held classification.

12.04 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher paying position in the CUPE 905.02 Aurora Public Library Unit shall be placed at the start rate in the collective agreement which applies to the new bargaining unit job.

12.05 Pay on Temporary Transfer

An employee who is transferred to fill a temporary assignment in the Local 905.02 bargaining unit will be compensated according to the wage grid under the collective agreement for that job.

Article 13 - Hours of Work

13.01 (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) consecutive hours exclusive of meal periods.

No employee shall be required to work more than four (4) weekend shifts in four (4) weeks without their approval. A weekend shift is defined as a Saturday or Sunday shift. Subject to bonafide business requirements, the Library agrees to make best efforts to maintain the current scheduling practice with respect to weekend work.

(c) The normal weekly work period for page employees shall extend from Saturday to Friday.

Employees are expected to work no more than two (2) evenings per week. Employees shall not normally be scheduled for a split shift.

(d) All work performed by an employee on a regular schedule in excess of seventy (70) hours in a two (2) week period shall be paid at a rate of time and one-half.

13.02 Changes to a Page's work schedule may be arranged upon request in writing. Such employee requests will be made to the employee's manager, will receive a written response, and will be determined based upon the operational needs of the Library. Requests shall not be unreasonably denied.

13.03 Additional work time shall only be recognized when the employee is required to work more than fifteen (15) minutes beyond their scheduled shift.

13.04 There shall be no pyramiding or duplicating of overtime rates.

13.05 It is agreed that all employees shall co-operate in any reasonable request by the Employer to perform additional work time and provided further that additional work time shall be compulsory when and where deemed essential by the Employer to fulfil the Employer's commitment to the public.

13.06 Time spent at a conference, workshop or regional meeting which an employee agrees to attend and the associated travel time shall be considered as straight time. The employee shall document the number of hours worked and submit a written report on sessions attended.

13.07 Without restricting the right of management to change scheduled hours of work, the Employer shall endeavour to post work schedules prior to noon hour on the Thursday prior to the week in question.

13.08 The Employer agrees that no permanent change in schedule shall be made without giving fifteen (15) working days' notice to the affected employees.

13.09 An employee who has completed their shift and has left the Employer's premises and is then recalled to work unscheduled extra time, or to attend staff meetings, shall be guaranteed a minimum of three (3) hours work.

13.10 Employees working a full shift (7 hours exclusive of meal periods) shall be given a paid 15-minute rest break during the first and second part of the work period and an unpaid one hour lunch period.

Employees working in excess of three and one-half (3 1/2) hours and less than five (5) hours shall be given one paid 15-minute rest break.

Article 14 - Seniority

14.01 Seniority shall be used in determining preference or priority for permanent reduction of the work force and recall, promotion and transfer, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

14.02 a) Seniority for page employees, as referred to in this Agreement, shall mean length of continuous service of page employees who are in the bargaining unit, and shall include service with the Employer prior to the certification of the Union in what has become a bargaining unit.

b) A newly hired page employee will be considered a probationary employee for the first six (6) calendar months worked of active employment and will have no seniority rights during this period. During this period, the employee may be terminated at the Employer's sole discretion without recourse to the Grievance and Arbitration Procedure unless the Union alleges the termination was arbitrary, discriminatory, or in bad faith. After six (6) calendar months worked, their seniority shall date back to their date of hire.

The release of a probationary employee shall be at the sole discretion of the Employer. It is agreed that no grievances will be filed by or on behalf of any probationary employee.

c) Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

(d) Should a member of the 905.02 bargaining unit become a member of the Local 905.27 bargaining unit, their seniority shall be brought into the Local 905.27 bargaining unit as it was calculated in the Local 905.02 bargaining unit.

14.03 The seniority list will be updated two (2) times per year, June 30th and December 31st. A copy of the list will be posted and a copy given to the Union, within thirty (30) calendar days of each update.

14.04 Subject to Article 14.05, seniority shall be accumulated during an authorized leave of absence and absence due to lay-off, sickness or accident.

14.05 An Employee will lose their seniority and their employment shall be deemed to be terminated if they:

- (a) voluntarily resign from their employment and do not rescind by the end of the next business day;
- (b) are discharged for cause and not reinstated through the Grievance or Arbitration Procedure;
- (c) do not report for work within five (5) working days after they have been notified of a recall opportunity, by notification that has been sent by registered mail, unless a mutually agreed upon date has been negotiated with the Employer for their return. It is the employee's responsibility to inform the Employer in writing of any changes of address or phone number;
- (d) obtain a leave of absence for one purpose and uses it for another;
- (e) fail to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
- (f) are absent from work without notifying a proper official of the Employer for two (2) consecutive scheduled working days, unless a reasonable explanation satisfactory to the Employer is given by the employee or it is not reasonably possible to do so;
- (g) are laid off for more than eighteen (18) consecutive months without being recalled;
- (h) are absent from work because of sickness for more than eighteen (18) consecutive months.

14.06 In the event that an employee covered by this Agreement accepts a temporary supervisory or confidential position beyond the scope of this Agreement, then the employee shall continue to accumulate seniority for a period of one (1) year and shall maintain that seniority for a further two (2) years. If such employee returns to the bargaining unit within three (3) years from the date of the promotion, they shall retain the seniority previously acquired. Such return shall not cause the demotion or lay-off of any bargaining unit employee.

All seniority rights shall terminate once the employee has been out of the unit for a period of three (3) years.

If an employee accepts a permanent non-bargaining unit position, they shall forfeit all seniority.

Article 15 - Layoff

15.01 In the event that it becomes necessary to lay off page employees, the following procedure shall apply, with due regard to Article 14.01 which establishes that seniority operates on a bargaining unit wide basis:

- a) Temporary page employees (in reverse order of hire) shall be laid off first and all temporary page employees shall be laid off prior to any seniority employees.
- b) Probationary employees will be laid off next;

c) Employees shall be laid off on the basis that the employee having the least seniority shall be first to be laid off, providing that the remaining employees have the necessary skill and ability required to perform the work.

15.02 Employees shall have the opportunity of recall for a period of eighteen (18) months. They will be recalled in the reverse order that they were laid off, provided in all cases the employee to be recalled has the necessary skill and ability required to perform the work.

No new Employees shall be hired until those laid off have been given the opportunity of recall in accordance with the Collective Agreement.

15.03 The Employer agrees not to exercise the provisions of this Article in a discriminatory or arbitrary fashion.

15.04 In the event that an employee is laid off, eligibility for paid holidays, vacation and sick leave accrual, and any coverage for benefits will be suspended at the commencement of the layoff.

Article 16 – Vacancies

16.01 When a permanent vacancy in a Page position occurs, the Employer shall post this vacancy for seven (7) working days.

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.

In selecting an applicant to fill the vacancy, the Employer shall consider the applicant's skills, abilities (including fitness to perform the work) and seniority. Where two or more applicants have relatively equal skills and abilities, seniority shall govern the selection of the successful applicant.

16.02 The Employer will give priority of consideration to seniority applicants in the 905.02 bargaining unit and temporary employees who apply, prior to hiring an external candidate to fill the vacancy provided that an internal applicant has the necessary skill and ability to perform the page functions.

Article 17 – Worker's Compensation

17.01 An employee prevented from performing their regular work with the Employer on account of an occupational accident, for which a claim to the Workplace Safety and Insurance Board (WSIB) is made within the context of the Workplace Safety and Insurance Act, may receive at their option either:

(a) Their regular salary, in which case the appropriate deduction will be made from their existing sick leave credits for each day the Employer receives Workplace Safety and Insurance benefits from the WSIB on their behalf; or,

(b) Receive WSIB benefits direct from the WSIB.

17.02 If an employee opts to receive their regular salary and have the appropriate deduction made from their existing sick leave credits, it is understood and agreed that any monies received by the employee from the Employer prior to the WSIB adjudicating the claim are deemed to be an advance against the approval of the claim.

It is agreed that such advance will not exceed the full extent of the employee's sick credits and accrued vacation banks as at the date of the injury/recurrence, with the understanding that any time used to pay the employee from said banks would be reinstated upon approval of the claim by the WSIB.

Upon receipt of benefits from the WSIB, the employee will assign the full amount of such benefits to the Library equal to the number of shifts of sick leave credits paid and any ongoing absence will then be compensated by the WSIB to the employee.

Article 18 - Leave of Absence

18.01(a) The Employer may grant reasonable leave of absence without pay for legitimate personal reasons, with due regard for the operations of the Library. Such requests are to be made in writing, stating the reason for the requested leave and the proposed duration. Advance notice of at least one (1) month is required, with the exception of emergency situations. When the Employer grants a leave of absence, it shall be in writing and shall set out the length of the leave of absence granted, the purpose of it and the terms, if any, on which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discharge.

(b) If an employee is granted a leave of absence pursuant to (a) above for a period exceeding twenty-five (25) continuous working days, all benefit coverage will be suspended at the commencement of the leave.

If the employee wishes to maintain benefits coverage, they shall pay the Employer the full cost of premiums to maintain any coverage under Article 22 during such leave.

18.02 Bereavement Leave

In the event of a death in the family of an employee covered by this Agreement, the Employer agrees to grant time off with pay for the purpose of making arrangements for or attending the funeral.

(a) Up to five (5) days for Spouse, Child, Parent or Sibling

(b) Up to three (3) days for Parent-in-law, Sibling-in-law, Grandparent or Grandchild

(c) Up to one (1) day for Sibling of Parent, Spouse of Parent's Sibling or Child of Sibling

(d) Management discretion for additional time under particular circumstances.

The Employer agrees to recognize common law and step relationships in the granting of bereavement leave as above.

(e) Where attendance by the Employee is required outside the range of five hundred (500) kilometres from their home, such leave may be extended to include an additional two (2) unpaid travel days.

(f) One (1) day shall be granted without loss of wages and without loss of seniority to attend a funeral other than stipulated above, provided the Employee has the permission of their Manager.

(g) When established ethno-cultural or religious practices provide for ceremonial occasions other than the period outlined above, the leave may be taken at the time of the ceremonial occasion.

18.03 Jury Duty

Employees subpoenaed to serve as jurors or witnesses in any court shall be granted leave of absence. For each day of service the difference between the payment they receive for jury service and their straight time hourly base rate for the hours they would have worked that day shall be paid by the Employer. The employee shall present proof of service and the amount of pay received.

18.04 Pregnancy, Parental and Family Medical Leave

Pregnancy, Parental, Family Medical Leave shall be granted in accordance with the provisions of the Employment Standards Act and any other applicable legislation in force at the time the leave is requested.

The Employer shall pay the premium for its share of all applicable benefits, (excluding OMERS), for the duration of the pregnancy or parental leave, subject to the Employee paying the premium for its share of all applicable benefits. If the Employee wishes to contribute to the OMERS pension plan in respect of the pregnancy or parental leave, the Employee may purchase the leave period and the Employer will match the contribution for the period involved, subject to the requirements of the OMERS pension plan. The Employee can elect in writing not to purchase the leave period under the OMERS pension plan.

18.05 Family and Emergency Leave

The Employer hereby agrees that emergency leave up to a maximum of fifty percent (50 percent) of their regular biweekly hours per annum be allowed for permanent employees at the discretion of the appropriate manager.

Such approval will not be unreasonably withheld. It is understood that the time off will be deducted from accumulated sick leave credits and further that written record be kept of all such emergency leaves. It is further understood that this leave is to be used for unexpected and sudden situations which require immediate attention or for illness in the immediate family of the employee.

Additionally, this leave may be used for:

- Observing recognized holy days

- Health appointments for employees or their family members, where such cannot be scheduled outside of normal working hours

18.06 Union Leave

Leave of absence without pay and without loss of seniority will be granted to no more than two (2) employees, at any one time, who are selected by the Union for the purpose of Union business. It is understood, however, that the cumulative total of leave granted under this section shall not exceed twelve (12) working days in any calendar year. Requests for such leave of absence will be made in writing at least three (3) weeks in advance of the leave and will not be unreasonably withheld.

The Employer will continue to provide the employee's pay and benefits for the period of the leave and will bill the Local Union for the cost of same.

18.07 Union Business Leave

Whenever an employee who is on leave of absence requested under Article 18.07, the Employer shall pay the employee's wages and benefits, invoice CUPE Local 905, and the Local shall forthwith provide full reimbursement. It is understood that granting of leave under this provision will be limited to one employee at any given time.

(a) Leave for Federal / Provincial / CUPE Local 905 Union Office

An employee who is elected or appointed to office in the Canadian Union of Public Employees, whether National or Provincial or local, the duties of which require her full-time or part time attendance, upon written request, may be granted leave of absence from her position without loss of seniority for a term not exceeding two (2) years. Such a request shall not be unreasonably denied. Further, the parties may agree in writing to extend the leave.

Thirty (30) days notice is required to request an extension and the request must be made in writing.

The Employer shall pay the employee's wages and benefits, and may be required to top up the salary/grade/level and benefits to that which is assigned by the Federal/Provincial/Local 905 Executive Board. However, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

Upon 30 days written notice, the employee will be returned to her former position, or to a position comparable to that in which she was employed before taking office, or to such other position as may be determined by the Employer, the employee and the Union as being suitable.

(b) Leave for Federal / Provincial / Union Employment

An employee who becomes a paid employee of the Canadian Union of Public Employees, whether National, Provincial, or local, upon written request, may be granted a leave of absence from her position without loss of seniority, for a period not exceeding six (6)

months. Upon written request, such leave may be extended up to a period of two (2) years, and will not be unreasonably denied. Thirty (30) days notice is required for an extension request.

Such leave of absence will be without pay, but benefits will be continued by the Employer, and the Union will reimburse the Employer for the cost of maintaining such employee's benefits during the said leave of absence. The Employer may be requested by the Union to pay the employee's wages and benefits, invoice the Union, and the Union shall forthwith provide full reimbursement to the Employer.

Upon 30 days written notice, the employee will be returned to her former position, or to a position comparable to that in which she was employed before taking office, or to such other position as may be determined by the Employer, the employee and the Union as being suitable.

Article 19 – Vacation

19.01 Length of Vacation

- A) Prior to the completion of one (1) year of unbroken service, vacation will be granted in accordance with the Employment Standards Act (ESA).
- B) An employee shall receive two (2) weeks vacation after one (1) year of unbroken service with pay calculated at 4% based on their annual earnings.
- C) An employee shall receive three (3) weeks vacation after three (3) years of unbroken service with pay calculated at 6% based on their annual earnings.
- D) An employee shall receive four (4) weeks vacation after seven (7) years of unbroken service with pay calculated at 8% based on their annual earnings.

*NOTE: This provision shall be effective for the 2026 vacation year.

19.02 Employees shall receive their vacation pay biweekly through payroll deposit. Vacation pay shall be calculated based on the number of hours worked during the pay period subject to Article 19.01.

19.03 If an employee becomes ill or injured during a vacation, upon presentation of a satisfactory certificate from a qualified medical practitioner which verifies the nature and duration of the illness or injury, the vacation in question shall be converted to sick leave and deducted from the employee's sick leave credits. If the employee has insufficient sick leave credits, the balance of the absence will be covered by vacation time. The unused vacation time shall be available for use at a later time.

19.04 Preference in Vacation

All vacation requests must be submitted in writing to the employee's Manager. Preference for vacation scheduling will be given to those employees who submit their written request at least one month in advance of the proposed vacation date. Vacation which is submitted one (1)

month in advance shall be granted on the basis of seniority. Any vacation submitted with less than one (1) month notice shall be granted on a first come, first served basis.

The approval of vacation requests is subject to operational requirements and is at the sole discretion of Management.

Article 20 – Paid Holidays

20.01 The following shall be observed paid holidays for all employees, with probationary employees being compensated in accordance with current legislative requirements.

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	

Unionized employees shall not work past 12 o'clock noon on Christmas Eve and New Year's Eve and shall be paid for their regularly scheduled hours.

20.02 Pay for employees who qualify shall be subject to the terms of the Employment Standards Act.

20.03 If an employee works on any of the above holidays, they shall be paid for the holiday plus 1.5 x their regular hourly rate of pay for all hours worked.

Article 21 – Sick Leave

21.01 After completion of the probationary period, Pages will commence a sick leave bank as follows:

Pages will accrue four (4) hours sick leave credit for each sixty (60) hours worked. The sick leave credits will accrue to a maximum of thirty-five (35) hours in total. No Page shall receive any payment because of unused sick credits.

Sick leave credits shall be reduced by one (1) hour for each one (1) hour or part thereof that an employee is absent from work due to illness, injury or dental work beyond a check-up.

The Employer may require an Employee to produce satisfactory evidence in writing from a qualified medical practitioner for any illness or injury of four (4) or more consecutive working days, or in circumstances where there is a pattern of absenteeism, certifying that such Employee is unable to work as a result of the illness or injury. The Employee will be reimbursed for charges which may be incurred with respect to the provision of such documentation.

Article 22 – Benefits

22.01 In addition to the Canada Pension Plan, membership in the OMERS plan is offered to employees who meet the eligibility criteria stipulated in the plan. Contributions begin as of the date the employee becomes a member of the plan. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

22.02 Page employees will be allowed to participate in the following coverage under the benefit plan and under the following conditions:

1. New employees will have a six (6) month waiting period for eligibility to participate.
2. In order to be eligible, the employee must regularly work forty (40) or more hours per pay period.
3. When an employee is granted a leave of absence for a period exceeding twenty-five (25) working days, the benefits provided will be suspended. If the employee wishes to maintain benefit coverage, they shall pay the Employer the full cost of the premiums to maintain any benefit coverage during such leave.
4. 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.
5. In the event that an employee is laid off, all benefits will be suspended at the commencement of the layoff.
6. The benefit coverage extended to the Page employees is:
 - Life Insurance, \$50,000
7. The above describes the main features of benefit coverage for Page employees. It is recognized that the provisions of any policy or plan document govern the payment of any particular claim or coverage.
8. Life insurance coverage for all qualifying employees is mandatory.

Article 23 - Expenses and Mileage

- 23.01 Expenses shall be paid by the Employer for authorized attendance at workshop meetings and conferences.
- 23.02 Mileage allowance shall be paid under the prevailing rates and conditions as established by the Employer, at a rate not less than The Corporation of the Town of Aurora.

Article 24 - Health and Safety

- 24.01 The Employer and employees share an interest in employee health and safety and in creation and maintenance of a safe work environment. Pages will participate in the work of the Joint Health and Safety Committee via the worker representatives on the Committee.

24.02 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. The Employer will provide the Employee with any required training.

Article 25 – Professional Development

- 25.01 In recognition of the need to maintain qualified staff and provide up to date services and at the discretion of library management, any staff member may be approved to attend workshops, seminars, training sessions, meetings, conferences, or courses to upgrade their skills relevant to

their position. The Employee will be paid their regular wage to attend any such session, including appropriate travel time if attendance is required somewhere other than their typical work location.

The Employer will attempt to schedule such mandatory training within the Employees' normal working days and/or shift schedule. However, if this is not practical then the Employees' shift schedules will be modified with at least ten (10) days' notice.

25.02 Educational Allowances

Permanent Employees may make application to the Employer for assistance to upgrade their qualifications which directly relate to their work.

Courses will be discussed with the appropriate manager to determine their relevance to the Employee's work duties. Applications must be submitted in accordance with the education guidelines established by the Employer.

Assistance shall be provided based on the Board approved policy regarding continuing education for Employees.

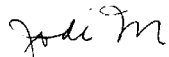
Article 26 – Duration

26.01 This collective agreement is effective from April 1, 2024 and will remain in effect until its expiry at midnight on March 31, 2028.

26.02 Within 90 days of expiry, either party hereto may provide the other party with written notice of its desire to bargain a renewal collective agreement, failing which the collective agreement will be renewed from year to year for periods of one year.

Dated this 30th day of **March, 2026**:

For Aurora Public Library Board:



Maida Rae

Victoria Dillon

Victoria Dillon (Mar 30, 2026 14:27:11 EDT)

**For The Canadian Union of Public Employees
and its Local 905-27:**



Janelle Velina (Mar 30, 2026 19:53:37 EDT)



Lilli Furfaro (Apr 1, 2026 09:15:33 EDT)

Sandra Houghton

Sandra Houghton (Mar 30, 2026 11:56:42 PDT)



WAGES

Wage Rates

April 1, 2024 (Minimum wage adjustment effective April 1, 2024)				
	Start	After 1 Year	After 2 Years	After 3 Years
Student	\$16.20	\$16.52	\$16.85	\$17.19
Adult	\$17.20	\$17.54	\$17.89	\$18.25

April 1, 2025 (Minimum wage adjustment effective April 1, 2025)				
	Start	After 1 Year	After 2 Years	After 3 Years
Student	\$16.60	\$16.93	\$17.27	\$17.62
Adult	\$17.60	\$17.95	\$18.31	\$18.68

April 1, 2026 (3.00%)				
	Start	After 1 Year	After 2 Years	After 3 Years
Student	\$17.10	\$17.96	\$18.86	\$19.80
Adult	\$18.13	\$19.04	\$19.99	\$20.99

April 1, 2027 (3.00%)				
	Start	After 1 Year	After 2 Years	After 3 Years
Student	\$17.61	\$18.50	\$19.43	\$20.39
Adult	\$18.67	\$19.61	\$20.59	\$21.62

*Students are pages under eighteen (18) years of age.

Retroactivity on wage adjustments will be paid for all hours worked to all employees employed on date of ratification.

If the Ontario government implements any minimum wage enhancements which would result in employees being paid below the legislated rate even after application of the increases noted above, the Employer will adjust the rate accordingly to comply with the new minimum wage. The other rates in the grid for applicable classifications will also be adjusted accordingly to maintain the percentage differential between each step. The employees in the bargaining unit at the time of the adjustment will be placed in the step which has the next rate greater than their previous rate. An employee's date of promotion to the next step on the wage grid will not change as a result of a minimum wage adjustment.

The Employer will adjust the percentage increase between each Step of the Wage Grid to be 5% between steps effective April 1, 2026.

SCHEDULE "B"

**BETWEEN
THE AURORA PUBLIC LIBRARY BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 905.27**

RE: TEMPORARY EMPLOYEES

At negotiations for the first Collective Agreement, the parties agreed that this schedule B will form part of the Collective Agreement

1. Temporary Employees are excluded from the application of the provisions of the Collective Agreement except where specifically indicated in this Schedule and the provisions set out in Article 3 (No Discrimination), Article 20.01 (Expenses and Mileage), Article 22.01 (Health and Safety).

As well, Article 29.01 in the CUPE Local 905.02 APL Unit will also apply to Temporary Employees.

Bereavement leave will be in accordance with the provisions of the Employment Standards Act (ESA) and will be paid for those employees who qualify for such leave.

2. It is agreed that from time to time the Employer may find it necessary to hire temporary employees in order to cover peak work periods or extended absences or special projects and to provide relief when permanent employees covered by the Local 905.02 agreement or this Agreement are absent for any of the foregoing reasons or are on vacation. Such persons will be hired at not less than the minimum rate for the appropriate classification of the duties being performed and such temporary positions are not subject to the job posting procedure.

A temporary employee may also be hired to replace an absent Page employee or to temporarily supplement the Page workforce.

When such persons are hired, the Employer will advise the Union in writing of the date of appointment, the reason for the appointment, and the duration of the temporary period. For backfilling of absences, the duration of the temporary periods shall coincide with the length of the absence of the seniority employee. This use of a temporary position may be made for an initial period of a maximum of twelve (12) months. This period may be extended by a further six (6) months if the reason for the temporary need continues beyond twelve (12) months. Once the temporary period has ended, the employee's employment shall be considered terminated.

3. If a temporary employee is engaged not as a replacement for an absent employee but rather to augment the normal workforce, they may only be employed for a maximum of six (6) months unless the Union consents to a longer period. It is agreed that no other temporary employee shall be hired to perform the same work after the expiry of the six (6) month period for at least six (6) months following the departure of the temporary employee used to augment the workforce.

4. A Temporary Employee shall pay Union dues to the Union commencing with their first pay.
5. A Temporary Employee shall be paid overtime pay at the rate of time and one-half the regular hourly rate if they work in excess of seventy (70) hours in the biweekly pay period.

The hours of work of a temporary employee shall be in accordance with the hours of work set out in the collective agreement of the bargaining unit in which they are hired to fill the temporary bargaining unit vacancy. In the event that the temporary worker is hired for special project, the parties will meet to discuss the hours of work for that temporary worker.

6. If a temporary employee is requested by the employer to attend any educational or professional upgrading courses, the employer shall pay for all costs incurred to attend the courses requested by the employer.

7. **Paid Holidays**

- a) The following shall be observed as paid holidays for temporary employees with employees compensated in accordance with current legislative requirements during the first four weeks of employment.

New Year's Day	Victoria Day	
Family Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day

Unionized employees shall not work past 12 o'clock noon on Christmas Eve and New Year's Eve and shall be paid for their regularly scheduled hours.

- b) If a paid holiday falls on a temporary employee's regularly scheduled day, the employee shall be paid for her regular number of hours for that day or as required by current legislation, whichever amount is greater.

If the holiday does not fall on a regularly scheduled day, the employee who regularly works a full work week of thirty-five (35) hours shall receive a statutory holiday time credit equivalent to one day. The employee who regularly works less than the full work week of thirty-five (35) hours shall receive statutory holiday pay equivalent to one (1) day (pro-rated for part-time employees) or as required by current legislation, whichever is greater.

- c) In order to qualify for holiday pay, an employee must have worked the full last scheduled shift before or the full first scheduled shift immediately following the observed holiday.
- d) An employee will not be disqualified from receiving holiday pay if they are absent on any such qualifying day and such absence is due to a bona fide illness which is proven by a satisfactory medical certificate or if their absence from work is excused by the Employer.

8. Vacations

- a) A temporary employee shall be paid 4% of their earnings on each pay and such payment shall constitute vacation pay.
 - b) Upon completion of six (6) months of employment, a temporary employee shall be entitled to take up to three (3) days off work as vacation time and shall earn one (1) further day as vacation time for each three (3) further months worked upon completion of the first six (6) months worked.
 - c) In the event that the employment of a temporary employee continues beyond one (1) year, upon completion of that year of employment the temporary employee will be entitled to two (2) weeks of vacation time to be taken during the following year-
 - d) For any vacation time taken by temporary employees, it is recognized that the employee's vacation pay will have already been paid pursuant to (a) above. The Library reserves the right to approve or decline any vacation time requested based on operational considerations and all requested vacation time shall be done in writing a minimum of two (2) weeks in advance of the time to be taken.
9. A Temporary Employee may be terminated for unsuitability prior to the end of the temporary period. No grievance will be filed with respect to the discipline or discharge of a Temporary Employee except in cases of discharge where it is alleged that the termination of the Temporary Employee was done arbitrarily, discriminately or in bad faith.
10. An employee hired to fill a temporary bargaining unit vacancy in the Local 905.02/Aurora Library bargaining unit shall be paid the start rate for that position as set out in the collective agreement which contains the permanent position. Movement on the grid thereafter will be in accordance with that Collective Agreement.
11. In the event that a temporary employee believes that any of the provisions of this letter or the letter dated July 17, 2020 entitled Temporary Employees Subsequently Hired Into Seniority Position, has been violated by the Library, they may file a grievance pursuant to Article 8 of the Collective Agreement and all provisions of Article 8 and 9 will apply to such grievance.

Letter of Understanding #1

Between

Aurora Public Library Board

And

The Canadian Union of Public Employees and its Local 905.27

RE: Self-Service Library Material Vending Machine or Kiosk

The Employer agrees that for the life of this Collective Agreement, it will not employ service models that provide for staffless libraries (i.e., branches without staff).

Dated this 30th day of March, 2026:

For Aurora Public Library Board:

[Handwritten signature]

[Handwritten mark]

Maida Rae

Victoria Dillon

Victoria Dillon (Mar 30, 2026 14:27:11 EDT)

**For The Canadian Union of Public Employees
and its Local 905-27:**

[Handwritten signature]

Janelle Velina (Mar 30, 2026 19:53:37 EDT)

[Handwritten signature]

Lilli Furfaro (Apr 1, 2026 09:15:33 EDT)

Sandra Houghton

Sandra Houghton (Mar 30, 2026 11:56:42 PDT)

[Handwritten signature]