COLLECTIVE AGREEMENT

between

BRADFORD WEST GWILLIMBURY PUBLIC LIBRARY BOARD

(Hereinafter referred to as the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 905.29

(Hereinafter referred to as the "Union")

February 1, 2026 – January 31, 2029

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
b) To recognize the mutual value of joint discussions and negotiations.
c) To encourage efficiency in operations.
d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
e) Both parties agree to act in good faith.

ARTICLE 2 - DEFINITIONS

a) **Employee** is any person employed by the Employer.

b) **Employer** is Bradford West Gwillimbury Public Library Board

c) **Probationary Employee** is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 12.

d) **Regular Full-Time Employee** is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule of thirty-five (35) hours per week.

e) **Regular Part-Time Employee** is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works equal to or less than thirty (30) hours per week.

f) **"Union"** is the Canadian Union of Public Employees and it's Local 905.29

g) **Student Employees** shall mean a person under 18 years of age or actively enrolled in full-time post secondary education who is employed by the Employer during the year to perform work. Student Employees are included in the Bargaining Unit and entitled to the provisions of this Agreement, unless otherwise specified in this Agreement.

h) **Temporary Employees** are defined as a person employed for the purpose of performing a temporary assignment of not more than six (6) months duration, except in the case of a Pregnancy/Parental leave, a sick leave that is unable to be back- filled by a current qualified Employee, another approved leave under this Agreement and/or the *Employment Standards Act, 2000*, or those who are hired specifically for government sponsored work incentive projects. A Temporary Employee shall not in any way displace regular Employees. When such persons are hired, the Employer will advise the Union in writing of the date of appointment and the duration. Temporary Employees shall be entitled to all provisions of this Agreement, unless otherwise specified.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that it is the exclusive right of the Employer to:

(a) Generally manage the operations in which the Employer is engaged, without in any way restricting the generality of the foregoing, to determine the number of personnel required at any time, the number of departments, classifications, the hours of operation, work assignments and schedules of work, the location of work, the functions to be performed, and the methods, procedures and equipment to be used, job content, job qualification, subject to the terms of this Agreement.

(b) Maintain order and efficiency, and in connection therewith, to establish, alter and enforce from time to time rules and regulations, which rules and regulations shall not be unreasonable;

(c) Subject to the Ontario *Human Rights Code* and the terms of this Agreement, hire, direct, temporarily transfer, promote, layoff or recall, and/or discharge or otherwise discipline Employees; provided that a complaint that an Employee with seniority has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

The Employer agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement and at all times in a reasonable manner.

ARTICLE 4 - RECOGNITION AND REPRESENTATION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed at Bradford West Gwillimbury Public Library employed in the Town of Bradford West Gwillimbury, save and except the Information Services Supervisor, Administrative Coordinator, Managers, and those above the rank of manager.

4.02 Work of the Bargaining Unit

Managers and other persons not included in the bargaining unit shall not regularly perform work of the bargaining unit so as to ensure that bargaining unit Employees are not laid off or have a reduction in their regular hours of work. Management may perform work normally performed by members of the bargaining unit for the purpose of assisting Employees during peak work periods, instruction, or demonstration, or in cases of emergency only when there are no qualified bargaining unit Employees available for the work.

4.03 No Contracting Out

The Employer will not contract out any work normally performed by the bargaining unit to the extent that such contracting-out results in the layoff or shortened work week of bargaining unit Employees.

4.04 Student Employees

The employment of a Student Employee shall not result in the layoff or reduction of hours of work of a regular Employee or the termination of a Probationary Employee, nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.

4.05 Volunteers

Volunteers may be used to complement the services provided by the Library but no Employees will be laid off or have a reduction of their hours of work as a result of the use of volunteers.

Volunteers will not be used to perform work of the bargaining unit, except in the cases of; community service workers, students on work placements or practicums, probation service workers, person with disabilities gaining work experience, and high school volunteers.

When a volunteer is performing bargaining unit duties, such volunteer shall perform those duties under the direction of a bargaining unit Employee.

Volunteers shall not be considered part of the work force when establishing the Employer's staffing needs.

4.06 No Other Agreements

No Employee will be permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

4.07 Employee Contact Information

In January and July of each calendar year, the Employer will provide to the Union a list of all Employee's in the bargaining unit. The list will include each person's name, job title/classification, personal telephone number, and work e-mail. The list will also indicate the Employee's employment status (such as full-time, part-time, or temporary), and if the Employee is on a leave of absence. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive.

4.08 Union Membership

All persons hired by the Employer, covered under Article 4.01, shall be members of the Union.

4.09 Union Dues Deduction and Remittance

The Union will advise the Employer in writing of the amount of union dues, assessments and initiation fees or any changes to such amounts. The Employer shall deduct, from each payroll due to each Employee, the union dues, assessments and initiation fees as per the Union by-laws and constitution and remit the same to the Secretary-Treasurer of the Union, on a form supplied by the Union within thirty (30) days. Said remittance shall specify the Employee's name, status, gross wages paid, dues deducted, initiation fees deducted and social insurance number.

The Union shall indemnify the Employer in respect of any demands or complaints in respect of any and all deductions for union assessments and initiation fees.

The Employer will report the yearly number of dues paid by each Employee on the Employee's T- 4 slip.

4.10 Union Officers

The Union may elect or appoint up to three (3) stewards of which one will be the Lead Steward or Unit Chair, among Employees in the bargaining unit who have completed their probationary period for the purpose of assisting Employees in the presentation of complaints and/or grievances in accordance with the provisions of this Agreement.

4.11 The Union shall keep the Employer notified in writing of the names of the current representatives of the bargaining unit as well as the effective date of their respective appointments.

4.12 Union Orientation

Potential Employees

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect.

New Employees

Within the first thirty (30) days of a new hire's employment, a Union representative will be given an opportunity to provide a thirty (30) minute new member orientation directly with the new member, in private, during the new hire and Union representative's scheduled working hours. Such time shall be without loss of pay for either Employee. The proposed time and location will be approved by the Employer with consideration of operational needs.

Notification of new hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

4.13 Access to Work Site

The Union agrees that neither it nor it's members will engage in Union activities and/or hold Union meetings during working hours on the Employer's premises without permission of the Employer.

4.14 Right of Fair Representation

Representatives of the Canadian Union of Public Employees and/or CUPE 905 will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, with twenty-four hours advance written notice to the Employer, unless the matter is urgent.

4.15 Bulletin Boards

The Employer agrees to provide the Union one bulletin board designated for Union postings in each work site. These boards will be located in areas that are highly visible to Employees.

4.16 Copies of the Agreement

The Employer shall provide a PDF version of the Collective Agreement on hire, and within thirty (30) days of all parties signing a new agreement to all current and new Employees. A printed copy of this Agreement shall be made available to Employees upon request.

4.17 Correspondence

All correspondence between the parties, arising out of this agreement shall pass to and from the Chief Executive Officer or their designate, and the Unit Chair or their designate, unless otherwise specified in the Agreement.

4.18 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls, promotions, and terminations of employment.

ARTICLE 5 - NO HARASSMENT OR DISCRIMINATION

5.01 The parties agree that the workplace should be free of harassment, discrimination, and offensive remarks, materials, and behaviours.

5.02 The Employer and the Union agree there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of age, ancestry, colour, or race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity or gender expression, record of offences, sex, including pregnancy and breastfeeding, sexual orientation, the association with others similarly protected, or any other prohibition of the *Human Rights Code*, nor by reason of their activity or non-activity in the Union.

ARTICLE 6 - NO STRIKE OR LOCKOUTS

6.01 The Union agrees that, during the life of this Agreement, there shall be no strike, either complete or partial, and the Employer agrees that there shall be no lockout, either complete or partial. Strikes and lockouts shall be as defined in the *Labour Relations Act* of Ontario.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 Labour-Management Committee

A Labour-Management Committee consisting of not more than two (2) representatives from the Union who have completed their probationary period, and not more than two (2) representatives from the Employer, shall meet quarterly, unless otherwise mutually agreed, or on request of either party, with a view to promoting good labour relations and communications. Meeting times and locations shall be mutually agreed to between the parties. The Union shall endeavour in good faith, to select representatives in a manner that minimizes the impact on operations and services to the public. The Labour-Management Committee shall be advisory and consultative only and shall not discuss negotiations or grievances. Time spent attending meetings of this committee shall be considered as time worked but shall not result in overtime or premium pay.

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

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

7.02 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than three (3) members of the bargaining unit as representatives of the Union. The parties shall advise each other of the members of their respective committees.

Subject to operational requirements, the Employer shall grant leave with pay to attend bargaining meetings with the Employer for the renewal of the Agreement and shall not result in overtime.

ARTICLE 8 - GRIEVANCE PROCEDURES

8.01 Definition of Grievance

For the purpose of this Agreement, a grievance is defined as any difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the collective agreement or a case where a party to the collective agreement has acted unjustly, improperly, or unreasonably in the opinion of the other party.

8.02 Definition of Business Days

"Business day" as used in the Grievance and Arbitration procedure shall mean Monday to Friday, excluding recognized holidays.

8.03 Grievance Procedure

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 fairly and without undue delay in the following manner.

The parties agree that there shall not be a grievance unless the Employee has discussed the matter with their immediate manager or designate within ten (10) calendar days of the date upon which the incident giving rise to the concern first occurred, or the Employee ought to reasonably know it occurred. The immediate manager or designate shall reply to the Employee within ten (10) calendar days.

The Employee shall have the assistance of their union steward during all grievance-related discussions.

Grievances and replies of the Employer shall be in writing commencing at Step 1 of the grievance procedure.

Step 1 Within ten (10) calendar days of the receipt of the immediate manager's reply, the Union shall submit to the appropriate manager or designate, a written statement of the particulars of the grievance, including the articles of this Collective Agreement alleged to have been violated, and the remedies sought. The appropriate manager or designate, shall give their decision in writing within ten (10) calendar days of the submission of the grievance to them.

Step 2 Failing settlement being reached in Step 1, the Union will forward the grievance to the Chief Executive Officer within ten (10) calendar days of the receipt of the reply at Step 1. The parties shall meet to discuss the grievance within ten (10) calendar days of receipt of such notice at a time mutually agreeable between the parties. Within ten (10) calendar days of the meeting, the Chief Executive Officer or designate will render their decision in writing.

Step 3 If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to a Sole Arbitrator as provided in Article 8 below. Such referral shall be made within thirty (30) calendar days of the decision given under Step 2.

8.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall commence at Step 2. This Article shall not be used by the Union to initiate a grievance properly initiated by an Employee.

8.05 Management Grievance

Any grievance instituted by the Employer may be referred in writing to the Union within five (5) business days of the occurrence of the circumstances giving rise to the grievance and shall commence at Step 2.

8.06 Failure to Act Within Time Limits

The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be complied with and may only be extended by mutual agreement between the Employer and the Union. Request for timeline extensions will not be unreasonably denied.

8.07 Permission to Leave Work

It is understood that Union Stewards have their regular work to perform. If it is necessary for them to leave their work during working hours to process grievances or attend grievance meetings with the Employer, they will first obtain permission to leave work from their immediate manager. Such permission will not be unreasonably withheld. In obtaining such permission, the Union Stewards shall state their destination to their immediate manager and report again to their immediate manager at the time of their return to work.

Reasonable time spent by a Union Steward assisting an Employee in presenting a grievance will be without loss of regular pay.

8.08 Permission to Leave Work - Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be without loss of regular pay.

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 Referral to Arbitration

If a grievance has not been resolved and the Grievance Procedure has been exhausted, any difference arising between the parties relating to the interpretation, application or administration of this Agreement may be submitted to arbitration at any time within thirty (30) calendar days after the decision at Step 2, Article 8.03, is given.

9.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a sole arbitrator.

9.03 The Union and the Employer are equally responsible for the expenses and fees payable to the sole arbitrator including the cost of the place of hearing of such arbitration.

9.04 The decision of the sole arbitrator shall be final and binding upon the parties and the Employees covered by this Agreement.

9.05 The sole arbitrator shall not have any power to alter or change any provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

ARTICLE 10 - DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

10.01 Disciplinary Action

At time of imposition of discipline or discharge, an Employee shall be advised by the Employer of the reasons thereof. The Employer shall have a representative of the Union present, unless the Employee chooses not to, and the Employer will advise the Employee of that right. The Employee and the Union will be provided with the reasons in writing for any discipline or discharge at the time of imposition of such discipline or discharge. When the Union is not present at the meeting due to the request of the Employee, the Union will be provided the reasons in writing by the end of the business day.

Any grievance filed on behalf of an Employee that has been discharged shall be filed at Step 2 of the grievance procedure.

The Employer shall remove from an Employee's personnel file and record of the suspension, disciplinary action, or letter of reprimand after eighteen (18) months following such record of suspension, disciplinary action, or letters of reprimand.

10.02 Right to have Steward Present

Where a manager intends to interview an Employee for disciplinary purposes, the manager will notify the Employee in advance of the purpose of the interview. The Employer will also notify the Employee of their right to have a Union Steward of their choice present at the interview.

10.03 The term "counselling" does not include the day-to-day discussions between management and the Employee. Counselling shall not be considered as discipline and shall not form part of the disciplinary record.

10.04 Access to Personnel File

An Employee will have access during normal business hours of the administration office to review their personnel file, in the presence of the Chief Executive Officer or designate. The Employee has the right to request copies of any document in their personnel file, which shall be provided to the Employee within a reasonable time.

ARTICLE 11 - SENIORITY

11.01 Recognition of Seniority

Seniority shall be used in determining preference or priority for promotion, call-ins, vacation coverage, layoff, and recall, as set out in other provisions of this Agreement, provided that the Employee has the qualifications, ability and skills to perform the work of the position.

In the case of call-ins or vacation coverage, it will be offered on a seniority rotational basis and will not result in overtime.

Seniority shall operate on a bargaining unit wide basis.

11.02 Seniority Defined

"Seniority" is defined as the length of service with the Employer in the bargaining unit and shall include all previous service prior to certification.

a) Regular Full-Time Employees will accumulate seniority based on their continuous service in the bargaining unit from the last date of hire.

b) Regular Part-Time Employees will accumulate seniority based on their continuous service in the bargaining unit from the last date of hire.

c) Temporary Employees shall not accumulate seniority except that a Temporary Employee who is subsequently appointed as a Regular Full-Time or Part-Time Employee shall have their seniority dated back to the commencement of their last temporary assignment provided there has not been an intervening employment break with the Employer of more than one (1) month between completing the temporary assignment and the regular appointment.

d) Probationary Employees shall not be placed on the seniority list until completion of their probationary period. Upon completion of the probationary period, seniority shall be effective from the original date of hire.

Seniority will operate on a bargaining unit wide basis.

Where two or more Employees have the same date of hire, priority shall be given based on date of application of employment.

For the purpose of this Article, time away from work that is protected by the *Employment Standards Act, 2000,* and/or disability leaves will be included in seniority calculations, based on the regular work schedule.

Seniority, as set out on the posted seniority list, where seniority is explicitly referenced, will be used for all of the purposes set out in the Collective Agreement, save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, accrued vacation and other credits obtained under this Agreement will be retained and transferred with the Employee if they move to a different position within the bargaining unit. If the Employee moves from a full-time position to a part-time position, accrued vacation shall be paid out on a pro-rated basis. If the Employee moves from a part-time position to a full-time position, the Employee's new entitlement will be pro-rated effective their start date in the new full-time position.

11.03 Seniority Lists

The Employer will maintain a seniority list, which shall be sent to the Union in January and July of each year, showing each Employee's date of commencement of recognized service, for posting on the Union bulletin board.

Within sixty (60) days of ratification of the first Collective Agreement, the Employer shall

provide the Union with the seniority list. Once the initial seniority list is posted, Employees will then have sixty (60) days to dispute their seniority, in writing, to the Employer. The Employer shall notify the Union representative of any disputes received.

11.04 Seniority While Outside Bargaining Unit

An Employee who accepts a non-union position outside the bargaining unit shall not accumulate seniority while working outside of the bargaining unit. If they return to the bargaining unit within eighteen (18) months, they shall be credited with the seniority held at the time they left the bargaining unit and resume accumulation from the date of their return to the bargaining unit. An Employee who does not return to the bargaining unit within eighteen (18) months shall forfeit bargaining unit seniority. Union dues shall not be collected during the period of time outside of the bargaining unit.

11.05 Loss of Seniority

Seniority shall terminate, and an Employee shall cease to be employed by the Employer when they:

a) quit or retire, and does not rescind the resignation within twenty-four (24) hours;
b) are discharged for just cause and not reinstated through the grievance or arbitration procedure;
c) are absent from work for more than three (3) consecutive shifts without notifying the appropriate immediate manager, unless a reasonable explanation satisfactory to the Employer is given by the Employee;
d) engages in other gainful employment while on a leave of absence that is inconsistent with the purpose of the leave and the Employee has not notified the Employer in writing of such employment;
e) fails to return to work upon the termination of an authorized leave of absence on the Employee's next scheduled shift unless a reasonable explanation satisfactory to the Employer is given by the Employee;
f) fails to return to work within fourteen (14) calendar days after being recalled from layoff by notice sent by registered mail unless a reasonable explanation satisfactory to the Employer is given by the Employee;
g) are not recalled for a period in excess of twelve (12) months; or
h) are absent from work due to illness or disability for more than two (2) years, with no prognosis of return to work in the reasonable foreseeable future.

An Employee will not lose seniority rights if they are absent from work on an approved leave of absence or a protected leave pursuant to the *Employment Standards Act, 2000.*

ARTICLE 12 - PROBATIONARY EMPLOYEES

12.01 Probationary Employees

Newly hired Full-Time Employees will be considered on a probationary basis for the first six (6) calendar months. The probationary period for Part-Time Employees shall be their first six (6) calendar months or 650 hours worked from the date of hire, whichever occurs first. Should a Probationary Employee be discharged at any time during their probationary period, such discharge shall not be subject to the grievance or arbitration procedures, provided the discharge is not arbitrary, discriminatory or in bad faith. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. After completion of the probationary period, seniority will be effective from the date they last commenced employment in the bargaining unit and shall thereafter accrue seniority as provided herein.

ARTICLE 13 - POSTING OF POSITIONS

13.01 Job Postings

When the Employer determines that a permanent vacancy exists, or a new position is created within the bargaining unit, the Employer will post the position internally for a period of ten (10) calendar days on the Union-designated bulletin board in order for interested internal Employees to make application. Employees shall make written application for such vacancies. The position may be posted externally provided no successful internal candidate was found.

The name of successful applicants will be posted on the Union-designated bulletin board.

13.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, hours of work, and salary range.

13.03 Unless their employment is terminated, an Employee's position shall not be considered vacant by reason of their absence from work because of sickness, injury or other authorized leave of absence.

13.04 The Employer will determine the successful applicant for a job posting by considering the skill, qualifications and ability of the individuals applying to perform the required work, and where any of the applicants have those qualities to perform the required work, the Employee with the greatest seniority will receive the position.

13.05 Except in the case of a promotion, an Employee who has successfully bid under this Article shall not be entitled to bid on another posted job for a period equal to six (6) months from the date of their successful bid, except with the mutual consent of the Employer and the Union.

13.06 Trial Period

For the purpose of this article, a "trial period" shall be defined as a period of sixty (60) calendar days or thirty (30) scheduled shifts, whichever occurs first. Conditional on satisfactory service of the successful applicant, a trial will become permanent after the trial period. Should the successful applicant for the vacancy turn out to be unsatisfactory, in the opinion of management on or before the end of the trial period, they shall be returned to their former position and salary without loss of seniority. Management shall not form its opinion in a manner that is arbitrary, discriminatory or in bad faith. Within the trial period, if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

13.07 Temporary Vacancies

Temporary vacancies which are not expected to exceed twelve (12) weeks may be filled at the discretion of the Employer. Extension to this term may be made upon mutual agreement between the Employer and the Union. The Employer, may at its discretion, temporarily transfer an Employee to a temporary vacancy of twelve (12) weeks or less, at the greater of the Employee's regular salary rate or the salary rate for the temporary vacancy.

A temporary vacancy that occurs for more than twelve (12) weeks will be posted as per Article 13.01 stating that the position is temporary in nature and will indicate the estimated duration of the temporary vacancy. In any event, the temporary vacancy will not exceed six (6) months, other than in the case of pregnancy and/or parental leave replacement, or long-term disability leave replacement, in which case the temporary duration shall not exceed the leave granted to the Employee requiring temporary replacement. Extension to this term may be made should the reason for the vacancy extend. The position shall be awarded as per Article 13.04. Upon termination of a temporary vacancy, the Employee filling the vacancy will be returned to their former position and salary in which they last worked. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

The successful applicant of a temporary vacancy shall receive the rate of pay for that classification.

In the event that a Part-Time Employee is the successful applicant of a full-time temporary vacancy, the Employee will retain their part-time status during the limited full- time period. In the event of pregnancy and/or parental leave replacement, or long term disability leave replacement, they shall be provided all provisions of the collective agreement that apply to Full-Time Employees pro-rated for the duration of the replacement.

In the event that a Full-Time Employee is the successful applicant of a part-time temporary vacancy, the Employee will retain their full-time status during the limited part- time period, however, their entitlements during the limited part-time period shall coincide with the provisions of the collective agreement that apply to Part-Time Employees. Upon completion of the limited part-time period, the Employee will return to their original

classification. For greater clarity, such assignment shall not alter the Employee's classification as a Full-Time Employee.

In the event that a permanent Employee is the successful applicant of a temporary vacancy, they shall not be considered a Temporary Employee and shall retain all provisions provided to permanent Employees under this collective agreement.

13.08 **Temporary Employees** shall not acquire seniority and shall only be subject to the following terms of the Collective Agreement:

- Article 2 - Definitions
- Article 3 - Management Rights
- Article 4 - Union Dues Deductions and Remittance
- Article 5 - No Harassment or Discrimination
- Article 6 - No Strikes or Lock Outs
- Article 7 - Labour Management Relations
- Article 8 - Grievance Procedure
- Article 9 - Arbitration Procedure
- Article 10 - Discipline, Discharge, and Personnel Records
- Article 12 - Probationary Employees
- Article 13.08 - Temporary Employees
- Article 14.01, 14.02 and 14.03 - Layoff
- Article 15 - Hours of Work
- Article 16 - Overtime
- Article 17 - Wages
- Article 18 - Paid Holidays
- Article 19.01, 19.03, 19.04, 19.06, 19.07, 19.09, 19.10, 19.11, and 19.12 Vacation
- Article 20.01, 20.02(b), 20.03 - 20.08 - Sick Leave
- Article 21.01, 21.02, 21.03(b) - Leaves
- Article 23 - Pension
- Article 24.02, 24.03 - Fees & Allowances
- Article 25 - Health and Safety
- Article 26 - Technological Change
- Schedule A - Wages

13.09 **Classifications**

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the Employer may implement the new position with the rate proposed, and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the appointment of the Employee to the new position.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Definition (Layoff)

A layoff will be defined as an absence from employment imposed on any Employee by the Employer due to lack of work, or reduction in the workforce.

14.02 Layoff Notice

In the event of a layoff, Employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof, unless legislation is more favourable.

Notice of layoff will be in writing, with a copy to the Union.

Employees who are laid off shall continue to accrue service and Seniority but not earn sick leave or vacation pay during the period of layoff, for a maximum of twelve (12) months from the first day of such layoff.

14.03 Layoff Procedure

In the event of a layoff, the Employee who has the least seniority within the impacted classification shall be the first Employee to be laid off.

When layoffs occur, the Employee(s) occupying the position(s) affected by either layoff or bumping will have the right to:

a) accept the layoff, or
b) opt to retire, if eligible under the terms of the OMERS pension plan; or
c) displace another Employee who has:

   i. lesser seniority in the same or lower paying classification;
   ii. has scheduled hours equal to or less than the Employee laid off; and
   iii. the Employee subject to the layoff has the qualifications, ability, and skills to perform the work of the position they chose to bump into, without training other than familiarization and orientation.

An Employee being laid off, wishing to bump, must notify the CEO within five (5) working days after receiving the layoff notification of their intentions, in writing, noting the job classification/position.

An Employee so displaced shall be deemed to have been laid off and shall be entitled to all the rights and privileges as set out in this Article.

An Employee who under this Article, bumped into or accepts recall to a position at a lower rate of pay, shall be paid the rate of that position while they remain in that position.

A Full-Time Employee who received a layoff notice but bumped into a part-time position and/or a position at a lower rate of pay shall retain recall rights to their former position title for a period of twelve (12) months. The Full-Time Employee will retain their full-time status during the twelve(12) month period, however effective their transfer to the new position, the lower rate of pay shall apply while they remain in that position and their entitlements shall coincide with the provisions of the collective agreement that apply to Part-Time Employees, if applicable.

In the event that an Employee is laid off, the benefits provided in Articles 22.02, excluding short-term and long-term disability benefits, will continue for a period of thirty (30) calendar days, subject to the terms and conditions of the carrier.

14.04 Recall Procedure

Provided the Employee has been laid off for a period not in excess of twelve (12) months, Employees will be recalled in the order of their seniority providing they have the qualifications, skills, and ability to perform the work, without training other than familiarization and orientation.

No new Employee will be hired until those laid off have been given an opportunity for recall to a vacant job for which they have the qualifications, skills, and ability to perform the work, without training other than familiarization and orientation.

Employees will not lose recall rights if they refuse a temporary position of ten working days or less duration.

14.05 The Employer shall notify the Employee of recall opportunity by registered mail, 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 for work. The Employee is solely responsible for their proper address being on record with the Employer.

14.06 Grievances on Layoff and/or Recall

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 15 - HOURS OF WORK

15.01 Normal Hours of Work

The provisions of this Article shall not be construed as a guarantee by the Employer of hours of work per day or week, or days of work per week, or the placement of days of work within a week.

Full-Time Employees

The normal hours of work will be seventy hours (70) per pay period, consisting of ten (10) shifts in a fourteen (14) day period, which shall be seven (7) hours each (mealtimes excluded).

Employees shall not be expected to work more than two (2) evenings per week and no more than two (2) weekends (Saturday or Sunday) in every four (4) weekends, unless mutually agreed upon in writing. Employees shall not be scheduled for split shifts.

Employees shall not be scheduled to work more than ten (10) days in each pay period. The Employer shall use its best efforts to provide Full-Time Employees two (2) periods

of two (2) consecutive days off in each pay period. Employees may agree to work additional evenings or weekends.

Part-time Employees

The normal hours of work shall be at least twenty (20) hours per pay period and to a maximum of sixty (60) hours per pay period. Employees may elect to work less than 20 hours per pay period if mutually agreed upon in writing.

Shifts shall consist of four (4) to seven (7) hours, with the exception of Student Employees who may work a three (3) hour shift (mealtimes excluded).

Employees shall not be expected to work more than two (2) evenings per week and no more than two (2) weekends (Saturday or Sunday) in four (4) weekends, unless mutually agreed upon in writing. Employees shall not be scheduled for split shifts. Employees shall not be scheduled to work more than ten (10) days in each pay period. The Employer shall use its best efforts to provide Part-Time Employees with two (2) periods of two (2) consecutive days off in each pay period. Employees may agree to work additional evenings or weekends.

15.02 Meal Period and Rest Periods

a) One (1) unpaid meal period of thirty (30) minutes shall be scheduled for each Employee working a shift of more than five (5) hours. Any Employee who is required to be "on-call" or work during their lunch shall be paid for such at straight time. Where an Employee is required to work during their lunch they shall receive the interrupted unpaid meal period at a later time in the shift.

b) Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each Employee working a shift of seven (7) hours or more, to be scheduled by the Employer.

c) One paid rest period of fifteen (15) minutes will be allowed to each Employee during a shift of three (3) hours to six (6) hours.

15.03 Notice of Schedule

The regular schedule of each Employee shall be posted at least two (2) weeks in advance. Once posted, the schedule will not be changed except where the Employer and the Employee agree to the changes.

15.04 Shift Exchanges

Provided a minimum of seventy-two (72) hours notice is given in writing, and with the written approval of the Manager, Employees may exchange shifts as long as they are in the same position or perform the same function during the shift.

15.05 Employer Closures

Employees who are sent home by the Employer, or and Employee's shift is cancelled by the Employer, due to work stoppages caused by a major storm or any unforeseeable occurrence, will be paid for their scheduled shift at their regular rate of pay.

15.06 Management presence

The Employer will endeavour to ensure that a manager is scheduled to be present and on duty during all times that the Library is open to the public. If a manager is not on site, they will remain available.

ARTICLE 16 - OVERTIME

16.01 Definition (Overtime)

(a) **"Overtime"** means work authorized in advance, in writing, and performed by an Employee in excess of seventy (70) hours worked in a pay period.
(b) **"Straight-time rate"** means the hourly rate of pay.
(c) **"Time and one-half"** Means one and one-half (1½) times the straight-time rate.

16.02 Call Back Pay

An Employee who is called back, after having completed their regular shift on the same day of work and left the premises, shall receive a minimum of three (3) hours pay at their regular rate or at their applicable Overtime rate if the Employee has exceeded the Overtime threshold.

16.03 Overtime Pay

Overtime opportunities shall be offered on a seniority rotational basis among the Employees who are qualified to perform the work that is available. Overtime work will be paid for at the rate of Time and One Half. All such Overtime must be authorized by the CEO, or designate, in writing. If the Employer assigned overtime work inconsistent with Article 16, the aggrieved Employee will be given a make-up overtime assignment.

16.04 Reporting Pay

An Employee reporting for work only for training purposes or staff meetings will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours pay.

ARTICLE 17 - WAGES

17.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

17.02 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer within a reasonable period of time.

17.03 Step Rate Increase

Employee's shall be provided their step increase as per Schedule "A" based on the anniversary date of assuming a position within that Band.

17.04 Rate of Pay on Promotion or Reclassification

An Employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade on the new classification which is the next higher rate than their previous rate.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

17.05 Pay on Temporary Transfer

(a) In Lower Rated Position

When an Employee is required by the Employer to substitute for another Employee who is receiving a lower rate of pay, they shall continue to receive their regular rate of pay.

(b) In Higher Rated Position

When an Employee is required by the Employer to substitute for another Employee who is receiving a higher rate of pay, for a period of three (3) consecutive days or more, the Employee shall receive the greater of the Employee's regular rate of pay or the start level rate of pay of the position of higher responsibility. Such appointments shall be for a period to be specified by the Employer in writing and will clearly indicate that the Employee has been granted an acting appointment.

17.06 Changes in Classification

When a new classification covered by the terms of this Agreement is established by the Employer or the Employer significantly alters the duties of an existing classification, the Employer shall determine the rate of pay for such classification and provide notice to the Union of the same. If the Union disagrees with the rate of pay, the Union shall file a grievance at step 2 within fourteen (14) days of the Employer's written notification to the Union. If the parties are unable to agree on the rate of pay of the job in question, through the grievance process, the Union may refer the matter to arbitration within fourteen (14) days.

ARTICLE 18 - PAID HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
National Day for Truth & Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other holiday proclaimed by the Provincial government of Ontario. The Library shall be closed on all of the above paid holidays.

The Library shall close at 1:00 pm on Christmas Eve and New Year's Eve. If scheduled to work on Christmas Eve or New Years's Eve, those Employees shall be paid for their regular hours of work without loss due to early closing.

18.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the Employee must work their scheduled working day immediately preceding, and the working day following the holiday, unless they are absent with reasonable cause.

An Employee is not entitled to holiday pay if the holiday falls within an approved short- term or long-term disability leave or any other approved leave of absence without pay and such absence began more than three (3) working days prior to the holiday.

18.03 Paid Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period the Employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation leave.

18.04 Payment for Holidays

The calculation of holiday pay shall be in accordance with the terms of the *Employment Standards Act, 2000.*

An Employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular straight time hourly rate for every hour worked on such day, in addition to their holiday pay at the Employee's regular hourly rate, or the Employee may be granted an alternate day off (lieu day).

When any of the above noted holidays fall on a Full-Time Employee's scheduled day off, the Employee will receive another day off with pay.

ARTICLE 19 - VACATION

19.01 For the purposes of Article 19 and 20, "Vacation Year" shall be defined as the twenty-six (26) or twenty-seven (27) bi-weekly pay periods commencing on the first day of the first pay period of the calendar year and concluding on the final day of the final pay period of the calendar year. The Employer shall post the Vacation Year on the intranet and provide communication to Employee's outlining the pay period and "Vacation Year" by October 1st of the preceding year.

19.02 Full-Time Employees Length of Vacation

Every Full-Time Employee will be entitled to an annual vacation based on the date of hire, as follows:

Number of continuous years of service	Vacation Entitlement during the Vacation Year
Before 1 full year	1.25 working days for each complete month of service to a maximum of fifteen (15) days
After 1 full year	15 working days
After 5 full years	20 working days
After 10 years	20 working days plus 1 float day per year (float days are non-accumulative)
After 15 full years	25 working days
After 17 full years	26 working days
After 18 full years	27 working days
After 19 full years	29 working days
After 20 full years	30 working days (12%)

19.03 Part-Time Employees Length of Vacation

Every Part-Time Employee will be entitled to an annual vacation leave and pro-rated vacation pay, based on the date of hire, as follows:

Number of continuous years of service	Vacation Leave Entitlement during the Vacation Year	Vacation Pay (% of gross earnings)
Before 1 full year	One (1) working day for each completed month of service to a maximum of ten (10) days	4%
After 1 full year	10 working days	4%
After 5 full years	15 working days	6%
After 10 full years	20 working days	8%
After 15 full years	25 working days	10%

19.04 Part-Time Employee Vacation Pay Calculation

Part-Time Employees shall receive their vacation pay bi-weekly through payroll deposit. Vacation pay for Part-Time Employees shall be calculated based on the number of hours worked during the pay period subject to Article 19.03.

19.05 Vacation Milestone

Upon reaching a vacation milestone, Employees will receive a pro-rated vacation entitlement for that calendar year. Effective 2023, upon reaching a vacation milestone, Employees will be entitled to advance to their next vacation entitlement at the commencement of that Vacation Year.

19.06 Vacation Pay Entitlement during Leaves

A Full-Time Employee who is on an unpaid leave of absence in excess of thirty (30) continuous calendar days will receive a prorated vacation entitlement based on the length of the leave of absence. If their leave continues beyond the end of the Vacation Year, they will receive a vacation payout for accrued but unused vacation days in the Vacation Year pro-rated to the commencement of their leave.

Full-Time Employees who are on a statutory leave, on their return to work, they will receive credit for the vacation time (but not vacation pay) that they would have accrued had they been actively at work during the statutory leave.

19.07 Vacation Interruptions

Where an Employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, or an Employee qualifies for bereavement leave, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the Employee to receive on going medical care and/or treatments resulting in either hospitalization or which would confine the Employee to their residence or to bed rest for more than three days.

The portion of the Employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.

19.08 Carry-Over of Vacation

Full-Time Employees, who have used a minimum of three (3) weeks paid vacation time, will be allowed to carry forward paid vacation time into the next Vacation Year to a maximum of five (5) days.

Vacation carried over into the next Vacation Year must be used first.

If by the beginning of the ninety (90) day period before the end of the Vacation Year, an Employee has not yet scheduled their vacation leave, then subject to operational requirements, the Employer shall schedule any vacation leave over and above the five (5) vacation days that may be carried over, at a time convenient to both the Employee

and the Employer. If the parties are unable to mutually agree upon the dates, the Employer may proceed to schedule the vacation leave.

19.09 Vacation Scheduling

Choice of vacation dates shall be governed by Seniority, subject to the Employer's operational needs. The vacation schedule for January to April of the following year will be posted by the end of October. The vacation schedule for May to December will be posted by the end of March.

All vacation requests must be submitted by:

- the end of September of the prior year for the January to April vacation schedule; and
- the end of February of the current year for the May to December vacation schedule.

Any vacation entitlement not booked or chosen by the submission deadlines will lose seniority preference. Vacation requests shall be approved or denied within thirty (30) days of the submission deadline, or of the request having been made, if submitted after the submission deadline.

Employees must submit vacation requests for at least fifty percent (50%) of their vacation entitlement before July of the current year.

19.10 Unbroken Vacation Period

An Employee will be entitled to receive their vacation in one (1) or two (2) week unbroken period(s) unless otherwise mutually agreed upon between the Employee and the Employer.

19.11 Vacation Pay on Termination

Upon cessation of employment, Employees shall be paid any accrued and unused vacation pro-rated up to the cessation of employment in accordance with the collective agreement.

19.12 Recovery of Advance Credit

If an Employee has taken more vacation leave than they are entitled to during the course of employment or at the time of cessation of employment, any amount owing to the Employer shall be deducted from wages or monies owing to the Employee. This Article shall be construed as an agreement to make a deduction from wages in accordance with the *Employment Standards Act, 2000.*

ARTICLE 20 - SICK LEAVE

20.01 Definitions

For the purpose of this Article, the word "occurrence" means each scheduled shift, regardless of the length of the shift or the length of the absence, that an Employee is absent due to sick leave.

20.02 Amount of Sick Leave

At the commencement of each Vacation Year:

a) Full-Time Employees will be entitled to ten (10) days of paid non-cumulative sick leave; and
b) Part-Time Employees will be entitled to five (5) occurrences of paid non-cumulative sick leave.

New Employees or Employees changing status (full-time to part-time or vice versa) during the Vacation Year will be entitled to a pro-rated entitlement of paid sick leave consistent with the above entitlements.

Unused sick leave credits have no cash value.

20.03 Proof of Illness

Following four (4) consecutive days of illness, an Employee may be required to provide a doctor's note, certifying that the Employee was unable to carry out their duties due to illness.

20.04 Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they will receive a pro-rated sick leave entitlement based on their return to work date in the Vacation Year but will retain their credit, if any, existing at the time of such leave or layoff.

20.05 Sick Leave Record

The Employer will provide, to each Full-Time Employee, on each paystub, the total of their sick leave accumulation and to each Part-Time Employee, a report of sick leave accumulation twice per year.

Any Employee is to be advised on application, of the amount of sick leave accrued to their credit.

20.06 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; unless there are circumstances beyond their control.

20.07 Medical Care Leave

Employees shall be permitted to use sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. Employees shall endeavour to schedule such appointments outside of working hours to minimize their absence from work.

20.08 Family Illness

Where no one else other than the Employee can provide for the needs during illness of an immediate member of the family, including spouse, children, parents, or any other relative residing with the Employee, an Employee shall be entitled, after notifying their Manager as far in advance as possible, to use sick leave days from their earned sick leave credits per year for this purpose.

ARTICLE 21 - LEAVES

21.01 Leaves covered by the *Employment Standards Act, 2000* for Employees including family medical leave, organ donor leave, family caregiver leave, critical illness leave, child death leave, crime-related child death or disappearance leave, domestic or sexual violence leave, family responsibility leave, emergency leave, reservist leave, shall be granted with no loss of seniority in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.

21.02 Adoption, Pregnancy and Parental Leave

The Employer shall grant leaves in accordance with the *Employment Standards Act,* 2000, as amended from time-to-time, for Pregnancy Leave of up to seventeen (17) weeks and Parental Leave of up to sixty-three (63) weeks.

The Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave (excluding OMERS), for the duration of the pregnancy or parental leave. 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 in accordance with the OMERS pension plan.

21.03 Bereavement Leave

For the purposed of this Article, the "immediate family" shall mean the Employee's spouse, child, parent, parent-in-law, grandparent, sibling and sibling-in-law, step-parent, step-child, step-siblings, child-in-law, and grandchildren, including common-law relationships standing current at the time of the leave.

Bereavement leaves of absence shall be granted in the following circumstances:

- Up to five (5) consecutive calendar days from date of death without loss of pay, to arrange for or attend the funeral, of a member of the Employee's immediate family.

- Where interment is at a later date, one or more of the above days may be postponed until that date.

- In the event of a death of a sibling's child, parent's sibling, or the grandparent of the Employee's spouse, the Employee will be given one (1) day leave of absence without loss of pay to attend the funeral or burial.

Where the service occurs at a locale in excess of 350 kilometers, such leave may be extended an additional two (2) days without pay. Additional days without pay may be granted subject to operational requirements.

With the exception of paid vacation, paid bereavement leave is only applicable when the Employee who, but for the bereavement, would otherwise have been at work.

The Employer reserves the right to require documentation of the death (e.g. death certificate, obituary, documentation from the funeral home).

21.04 Jury Duty and Court Attendance

If an Employee is required to serve as a juror or is required to attend as a witness on behalf of the Town of Bradford West-Gwillimbury or the Employer the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

a) Notifies the Employer of the Employee's notification that they will be required to attend at court;
b) Present proof of service requiring the Employee's attendance; and
c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

21.05 Unpaid Leave of Absence

The Employer may grant a leave of absence without pay for personal reasons other than illness for a maximum of two (2) months. The Employee must give as much notice as possible but no less than one (1) month's notice.

Such leave will not affect any entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

21.06 Leave of Absence for Full-Time Union

If an Employee is elected or selected for a full-time position with the Union the Employer will consider a request for up to one year without pay or benefits, and the Employer may grant such leave of absence, provided such leave will not interfere with operating requirements.

The Employee shall provide no less than one (1) month's written notice of the request for leave.

Upon thirty (30) days written notice, the Employee shall be returned to their former position or if their former position does not exist, to a comparable position to that which

they were employed before taking such leave or office. It is understood the Employer may fill the position with a Temporary Employee for the length of the leave.

21.07 Union Leave

Two Employees at any time may be granted an unpaid leave of absence to attend Union conventions, conferences, executive and committee meetings, or workshops, subject to the Employer's approval which shall not be unreasonably withheld. It is understood that the combined cumulative total of leave granted under this section shall not exceed twenty (20) working days in any calendar year. Requests shall be made at least fifteen (15) working days in advance. Such leave will be without loss of benefits or wages. The Employer shall invoice the Union for the total cost of salaries/wages, vacation pay for Part-Time Employees, and the Library's share of mandatory benefits (e.g. Employer Health Tax, CPP, EI, OMERS, WSIB), which shall be paid forthwith by the Union.

21.08 Continuation / Cancellation of Benefits During a Leave of Absence

Where a leave is for a period of two (2) months or less, benefit coverage shall continue. Where an Employee requests an unpaid leave of absence for a period greater than two (2) months, Employee benefits will cease. The Employee may be entitled to continue certain benefits in accordance with the terms and conditions of the carrier and shall be responsible for all applicable benefit premiums. If the Employee requests the continuation of certain benefits, if approved by the carrier, payment must be tendered to the Employer in advance to cover the cost of the benefits during the period of the leave. Those benefits include: Extended Health and Dental and Group Life Insurance. Payment may be made by way of post-dated cheques dated the first day of each month. If payment is not received from the Employee prior to the commencement of the leave, the coverage will be terminated.

The provisions of this Article shall not be applicable to those Employees on Workplace Safety and Insurance leave or Employees on protected leaves of absence, as defined by the *Employment Standards Act, 2000.*

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Disclosure of Information

The Employer shall provide a current copy of the benefit booklet describing all Library benefit plans to the Union and all Employees.

22.02 Benefit Coverage

The Employer shall pay one hundred percent (100%) of the premium cost of the following benefit plans currently included in the Group Benefit Plan of the Corporation of the Town of Bradford West-Gwillimbury, Bradford West-Gwillimbury Public Library Board for all Full-Time Employees. Their spouse and dependants are eligible for participation in (a) through (c) below in accordance with the terms and conditions of the carrier.

a) Extended Health/Drug Coverage
b) Dental Care
c) Vision Care

d) Short-Term Disability Plan
e) Long-Term Disability Plan
f) Life Insurance and Accidental Death and Dismemberment Insurance
g) Health Care Spending Account for full-time employees of four hundred ($400) per benefit year for eligible expenses.

22.03 Vision Care

The Employer shall provide coverage for one (1) vision examination to a maximum of one hundred ($100) every two (2) years for eligible employees and their eligible dependants, in accordance with the benefit plan.

22.04 Regular Part-Time Employee - Health Care Spending Account (HCSA)

Effective January 1, 2027 Regular Part-Time Employees will be eligible for a three hundred and fifty ($350) dollars HCSA, per calendar year, provided they meet the following criteria ("HCSA Criteria"):

1. The Regular Part-time employee must be in job grade LU3 and above; and
2. The Regular Part-Time Employee is regularly scheduled to work a minimum of 38 hours per biweekly pay period throughout the calendar year.

On January 1st of every subsequent year, a Regular Part-Time Employee's HCSA will be restored up to three hundred and fifty ($350) dollars, on a non-cumulative basis.

The HCSA shall be administered in accordance with the terms and conditions of the Employer's benefit carrier or plan administrator, as amended from time to time.

A Regular Part-Time Employee's eligibility for the HCSA would end at the beginning of the bi-weekly pay period in which they are no longer regularly scheduled to work a minimum of 38 hours per biweekly pay period throughout the calendar year. For greater certainty, Regular Part-time Employees who did not previously satisfy the HCSA Criteria and who are subsequently employed under a fixed-term contract are not eligible for the HCSA, regardless of any eligibility that might otherwise arise during the term of the fixed-term contract.

22.05 Changes to Benefits

The Employer will notify the Union at least sixty (60) days in advance of any changes to benefits which will significantly change the entitlements of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the benefit change on its Employees.

22.06 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the overall level of coverage does not decrease.

Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

22.07 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school subject to the terms and conditions of the carrier.

22.08 Continuation of Benefits

While on Short Term Disability, Long Term Disability, Pregnancy and Parental leave or any other job protected leave under the *Employment Standards Act, 2000*, the Employer shall continue to pay its cost for insured benefit plans, subject to the terms and conditions of the carrier.

The Employer will also maintain the Employee's dependants' health benefits at the pre-death level, for a period of twenty-four (24) months, following the death of a full-time Employee, other than a retiree, subject to the terms and conditions of the carrier.

ARTICLE 23 - PENSION PLAN

23.01 The Employer and the Employee shall make contributions in accordance with the provisions of the Ontario Municipal Employees Retirement System ("OMERS") Plan. Part-Time Employees may be enrolled in OMERS subject to the regulations.

ARTICLE 24 - FEES AND ALLOWANCES

24.01 Education and Professional Fees

Subject to the approval of the Employer, any Employee, with a minimum of one (1) year of Seniority, who takes a post-secondary educational course during personal time shall be reimbursed seventy-five percent (75%) of the cost of the course upon successful completion to a maximum of $1,000 per year. Such course shall, in the opinion of the Employer, be of particular benefit to the Employee in the performance of their duties and/or of benefit to the Employer in general.

24.02 Mileage Allowance

a) When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the current Canada Revenue Agency mileage rate per kilometer.
b) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.

24.03 Safety Boot Allowance

An Employee who is required to wear CSA approved safety footwear during the course of their duties, shall be reimbursed for the purchase of safety footwear to a maximum of two-hundred ($200) dollars, upon submission of an original receipt in a calendar year. It is understood that the Custodian position requires CSA approved safety footwear.

For new Employees, the reimbursement will apply after the completion of their probationary period.

ARTICLE 25 - HEALTH AND SAFETY

25.01 It is the responsibility of the Employer, its Employees, and the Union to maintain a safe and healthy work environment and, to this end, all agree to comply with the *Occupational Health and Safety Act.*

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 Technological Change

The Employer will notify the Union at least sixty (60) days in advance of any technological change, which the Employer plans to introduce which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change on the Library, its Employees and the patrons.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Agreement Term

The term of this Agreement will be from February 1, 2026 to January 31, 2029 and will continue from year to year upon the expiration of that term, unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

SIGNED ELECTRONICALLY THIS 25th **DAY OF** September**, 2026**

FOR THE EMPLOYER	FOR THE UNION
Nina Cunniff Nina Cunniff (2026-09-29 10:54:45 EDT) Nina Cunniff, Chief Executive Officer	Siiri Khamis Siiri Khamis (2026-09-25 13:17:21 EDT) Siiri Khamis, Chairperson, Local 905.29
Kate Gibson Kate Gibson (2026-09-25 13:05:35 EDT) Kate Gibson, Deputy Chief Executive Officer	Gail Hazlett (2026-09-28 08:28:34 EDT) Gail Hazlett, Vice-Chairperson, Local 905.29
Brian Langman Brian Langman (2026-09-25 15:30:51 EDT) Brian Langman, Senior Human Resources Business Partner	Anita Donald Anita Donald (2026-10-05 09:34:23 EDT) Anita Donald, Bargaining Committee, Local 905.29
	R Madrid Rebecca Madrid, National Representative

SCHEDULE "A" CLASSIFICATIONS AND WAGES
APPENDIX A – RATES OF PAY

February 1, 2026

CUPE Grade	Min	2nd Step	3rdStep	4th Step	Max Job Rate
LU1					$18.13
LU2					$18.36
LU3	$21.82	$22.10	$22.37		$22.67
LU4	$22.90	$23.19	$23.47		$23.77
LU6	$27.58	$27.89	$28.18		$28.50
LU9	$29.53	$31.25	$32.98		$34.70
LU10	$29.64	$31.50	$33.35	$35.21	$37.06
LU11	$31.66	$33.63	$35.61	$37.58	$39.57
LU12	$34.51	$36.65	$38.81	$40.97	$43.13
LU13	$39.09	$41.53	$43.97	$46.41	$48.86

February 1, 2027

CUPE Grade	Min	2nd Step	3rdStep	4th Step	Max Job Rate
LU1					$18.67
LU2					$18.91
LU3	$22.47	$22.76	$23.05		$23.35
LU4	$23.59	$23.89	$24.17		$24.48
LU6	$28.41	$28.72	$29.03		$29.35
LU9	$30.42	$32.19	$33.97		$35.74
LU10	$30.53	$32.45	$34.35	$36.26	$38.17
LU11	$32.61	$34.64	$36.68	$38.71	$40.75
LU12	$35.54	$37.75	$39.98	$42.20	$44.42
LU13	$40.26	$42.77	$45.29	$47.80	$50.32

February 1, 2028

CUPE Grade	Min	2nd Step	3rdStep	4th Step	Max Job Rate
LU1					$19.23
LU2					$19.48
LU3	$23.15	$23.44	$23.74		$24.05
LU4	$24.30	$24.60	$24.90		$25.22
LU6	$29.26	$29.59	$29.90		$30.24
LU9	$31.33	$33.16	$34.99		$36.82
LU10	$31.45	$33.42	$35.38	$37.35	$39.31
LU11	$33.58	$35.68	$37.78	$39.87	$41.97
LU12	$36.61	$38.89	$41.18	$43.46	$45.75
LU13	$41.47	$44.06	$46.65	$49.24	$51.83

Pay Notes

Employees who are red-circled will receive a non-cumulative lump sum payment equivalent to the annual wage increase, set out above and in lieu of said wage increase, until such time as their wage rate is equal to the wage rate for their classification, payable in three (3) equal instalments paid on or before March 31st, then on or before July 31st and then on or before November 30th of the respective year.

At the point of initial appointment to a position, the Employer retains the discretion to offer an Employee a pay rate at any step within their pay grade on the Wage Grid that is greater than the applicable step rate.

Transition Notes

Employees shall be placed on the Pay Grid at the corresponding Band and Step related to their length of time in their current position, unless their current rate of pay exceeds the rate that they would be placed at. In those instances, they shall be "red-circled" until such time as the Pay Grid exceed their current rate.

For further clarity, no Employee shall see a reduced hourly rate of pay following placement on the Pay Grid.

APPENDIX B – CHART OF JOB CLASS (POSITION TITLE), BY PAY BAND

Job Grade	Job Class (Position Title)
Part-Time Positions	
LU1	Student Page Summer Program Assistant
LU2	Local History Assistant Summer Programmer
LU3	Senior Page
LU4	Facilities Custodian
LU6	Customer Service Specialist
LU9	Library Programmer Cultural Services Specialist
LU11	Acquisitions and Collections Specialist Information Specialist (F/T & P/T)
LU12	Community Engagement Facilitator (F/T& P/T) Information Technology Analyst
Full-Time Positions	
LU10	Cataloguing Specialist Senior Customer Service Specialist
LU11	Information Specialist (F/T & P/T)
LU12	Communications and Marketing Coordinator Community Engagement Facilitator (F/T& P/T) Emerging Technologies Specialist
LU13	Program Development Coordinator

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