

Collective Agreement

Between

Woodstock Public Library Board



And

Canadian Union of Public Employees

Local 1146 – Library Unit



January 1, 2021 to December 31, 2023

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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

2.01 The Board agrees to recognize the Union as the bargaining agent for all employees of the Woodstock Public Library Board, save and except the Chief Executive Officer and Administrative Assistant and Deputy Chief Librarian, Manager of Public Services and Manager of Operations.

ARTICLE 3 – RELATIONSHIP

3.01 HUMAN RIGHTS

The Board and the Union agree that no employee shall in any manner be discriminated against, coerced, restrained or influenced by reason of **any protected ground identified by the Ontario Human Rights Code**, or by reason of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

3.02 UNION OFFICERS and COMMITTEE MEMBERS

a) The Union agrees that neither it nor its members will engage in Union activities during working hours. The foregoing shall not apply to the processing of a grievance in any department where the approval of the Chief Executive Officer has first been obtained. One (1) Steward will be allowed reasonable time during working hours to investigate grievances, provided approvals are obtained as previously outlined in this section.



Where the Board requires a meeting with members of the Union during working hours for negotiating or handling of grievances, representatives of the Union will not suffer any loss in salary.

- b) Employees who are requested to attend a scheduled meeting with the Board shall be accompanied and represented by a Steward or Union Officer, if so desired, where the Board has determined that the Employee will be **investigated and/or** disciplined at the meeting.

3.03 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk or cause delay to any work through petty grievances, but will carry on with their work while their grievance is being investigated. The Board agrees that no employee shall be discriminated against by reason of his filing or processing a grievance under this Agreement.

3.04 UNION MEETINGS

The Board agrees to allow the Union to hold its regular monthly meeting on Board premises without charge, if date is agreeable to both Board and Union.

3.05 LABOUR MANAGEMENT COMMITTEE

The Corporation and Union may each appoint not more than three (3) members of a Labour Management Committee. It is understood that this Committee is not for the purpose of hearing or discussing grievances, but rather to consider matters of mutual concern pertaining to this agreement, improvement in working conditions, morale, safety, as well as to discuss suggestions that may reduce costs or increase the efficiency of operations, the promotion of educational welfare and vocational activities.

A meeting may be requested by either party and a minimum of four meetings per year may be held at a time and place mutually agreed upon. The request



shall be made in writing by either party through the Chief Executive Officer or designate, or the Local Union Unit Chairperson or designate. Agenda items may be submitted by either party prior to the scheduled meeting. It is agreed that either party may have the assistance of the National Representative and/or another Management employee, **including an employee from the City of Woodstock Human Resources department**, at Labour Management Committee meetings.

Minutes may be taken at any Labour Management meeting.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Board to hire, promote, demote, transfer, layoff, classify and suspend employees and also it is the right of the Board to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority that they have been discharged, suspended or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided. In addition, it is recognized that Management has the right to establish and maintain cost reduction methods or techniques, to schedule and direct the workforce and to maintain order, discipline and efficiency. It is also recognized that it is the right of the Board to manage the affairs of the Library in all respects including to direct and determine the number of employees and the number and location of outlets, the right to use improved methods, equipment and techniques, and to maintain jurisdiction over all operations, building, equipment and tools and these are solely and exclusively the responsibility of the Board. The Board has the right to make, alter and enforce rules and regulations to be observed by employees, but when new rules and regulations are made or altered, the Board will post such changes on the bulletin board over the signature of the Chief Executive Officer or their designate. It is acknowledged that Management Rights are not limited by the foregoing, but they may be limited in other articles of this Collective Agreement.



ARTICLE 5 – DEDUCTION of UNION DUES

- 5.01** All persons employed by the Board and covered under the terms of this Agreement shall be required to pay regular monthly Union dues or an amount equivalent commencing as of the expiration of one (1) calendar month of employment. The Board agrees to deduct said Union dues from the first pay in each month on written authority from each employee. The Board also agrees to obtain this authority before an employee commences work.
- 5.02** All sums deducted from the salary of employees shall be paid over to the Treasurer of the Union, accompanied by a list of names showing from whom deductions were made. Such lists will include the total number of regular hours and total regular earnings of such unit. The Union shall be responsible for keeping the Board informed as to the name and address of the person to whom Union dues are to be sent, as well as the amount of such dues to be deducted from employees.
- 5.03** The amount of the Union dues to be deducted shall be such a sum as may from time to time be assessed by the Union upon its members according to its constitution or by-laws.

ARTICLE 6 – REPRESENTATION

6.01 RECOGNITION of UNION OFFICERS and COMMITTEE MEMBERS

The names of the members of the Union Committees shall be given to the Board in writing and the Board shall not be required to recognize members of a Committee until it has been notified in writing of the names of the same.

6.02 ASSISTANCE of NATIONAL REPRESENTATIVE

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board.



6.03 CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto, save and except with reference to employee grievance, shall pass to and from the Chief Executive Officer and the Secretary of the Bargaining Unit, or between the Chief Executive Officer and the National Representative of the Union, with a copy sent to the Unit **Chair**. Information exchanged under the terms of Article 5, however, will pass between the Chief Executive Officer and the Treasurer of the Union Local, with a copy sent to the Unit **Chair**. A copy of any correspondence relating to this Collective Agreement between the Board or their designate and any employee will be forwarded to the Unit **Chair**.

6.04 COMPOSITION of BARGAINING and GRIEVANCE COMMITTEES

The Union Bargaining and Grievance Committees shall each be composed of not more than three (3) representatives for bargaining and not more than two (2) representatives for grievances.

6.05 POTENTIAL EMPLOYEES

The Board agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in Articles 2 (Recognition) and 5 (Deduction of Union Dues) of the collective agreement.

6.06 WORK of the BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit to the extent that their work will result in the layoff or reduction of hours of any employee.

6.07 BULLETIN BOARDS

The Board agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Board for such purposes. It is agreed however that such notices must first be approved by the Chief Executive Officer or nominee. Such approval will not be unreasonably withheld.

6.08 COPIES of AGREEMENT

The Board shall provide a PDF version of the collective agreement to all current and new employees. A printed copy of this Agreement shall be made available to Library employees on request.

6.09 The Library Board shall not be liable for the pay of any member of the Union Executive or other employee represented by the Union, when such employees are involved in the preparation for mediation, conciliation or arbitration hearings.

6.10 JOB DESCRIPTIONS

A copy of the current job description for a bargaining unit position shall be made available to the union upon request.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. When an employee has a complaint or grievance, they may submit a complaint verbally, or in writing to their Department Head within seven (7) working days of the incident giving rise to the complaint or grievance.

Working days means Monday through Friday.



The Department Head will discuss the matter with the employee and provide a reply in writing within seven (7) working days from the meeting. A Union representative may be part of the process if the employee so desires. This informal process is intended to facilitate problem solving.

Failing to receive a satisfactory response, the employee may then submit the complaint as a grievance at Step 1 at their discretion.

7.02 Grievances shall be adjusted as follows:

Step 1

The grievance shall be submitted in writing to the Department Manager. A meeting will be held within seven (7) working days wherein the employee will be accompanied and represented by a Steward and/or a Representative of the Union. After such meeting has concluded, the employer will respond in writing no later than seven (7) working days. If the Union is not satisfied, they may submit the grievance within seven (7) working days at Step 2 below.

Step 2

The grievance shall be submitted at Step 2 in writing to the Chief Executive Officer. A meeting will be held at a mutually agreeable time, wherein the employee will be accompanied and represented by their Steward, Unit Chair, and assigned National Representative of the Union. A decision in writing will be submitted to the Union within seven (7) working days.

Step 3

If the decision of the Chief Executive Officer is not satisfactory to the aggrieved employee, and if the grievance is one which concerns the interpretation of an alleged violation of this Agreement, the grievance may be referred by either party to arbitration as provided in Article 8 at any time within ten (10) working days after the decision of the Chief Executive



Officer has been communicated to the aggrieved employee and to the Union.

- 7.03 a) All grievances and replies to grievances shall be in writing. All grievance replies will be submitted within seven (7) working days of the applicable Step in the process.**
- b) In the event that an employee who has attained seniority is suspended and the employee feels an injustice has been done, the matter may be taken up at Step 2 of the grievance procedure. Notification of such suspension shall be sent to the Unit Chair.**
- c) All verbal warnings shall be confirmed in writing and a copy of all such warnings including written warnings, suspensions and discharge shall be sent to the Unit Chair and the assigned National Representative.**
- d) All employees shall have all record of discipline removed from their Human Resources file(s) after 24 months.**

7.04 POLICY GRIEVANCE

- a) Any dispute which concerns the interpretation or alleged violation of this Agreement, and which involves the interest of the employees as a whole, may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if written statement of such grievance is lodged with the Chief Executive Officer within seven (7) working days after the circumstances giving rise to the grievance become known to the Union. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.**



MANAGEMENT GRIEVANCE

- b) It is understood that the Chief Executive Officer may at any time request a meeting with the National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its Officers or members, in its relationships with the Chief Executive Officer and that if such complaint by the Chief Executive Officer is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred to arbitration for determination in the same way to the same extent as the grievance of the employee. It is agreed that no grievance shall be considered where the circumstances giving rise to it occurred, originated or became known to the persons involved more than seven (7) working days before the filing of the grievance.

ARTICLE 8 – ARBITRATION

- 8.01 Both parties of this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 7 above and which has not been settled shall be referred to a sole Arbitrator, or a Board of Arbitration at the request of either of the parties hereto.
- 8.02 It is agreed by the parties hereto that any difference of opinion relating to the interpretation or administration of this Agreement which cannot be settled after exhausting the grievance procedure will be settled by arbitration as defined in the Ontario Labour Relations Act and amendments thereto.
- 8.03 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the preceding, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) and may



extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the Mediator.

- i) A request to utilize the services of a mediator must be submitted by either party within seven (7) working days of the response at Step 2.**
- ii) Mediation will be attended by a maximum of two (2) representatives and the assigned National Representative of the Union and two (2) representatives of the Employer and HR City Representative. It is understood that the grievor is also entitled to be present at mediation. Legal counsel will not be present at mediation.**
- iii) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each party's position at arbitration.**
- iv) Time spent for the grievor, during regular working hours at mediation, shall be paid at the employee's regular rate of pay.**
- v) Grievances not resolved at mediation will be forwarded to arbitration in accordance with 8.01 above. Any Arbitrator, acting as Mediator, will not be used for Arbitrating the same grievance.**

8.04 The time limits fixed in Article 7 may be extended by consent of both parties to this Agreement.

8.05 In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the referring party will put forward suggested names for the other party's consideration in accordance with Article 7. Upon receipt of the written referral, the responding party shall have a maximum of seven (7) working days from the date of referral, to respond in writing. Failure to respond within seven (7) working days will result in the referring party having the authority to make the final selection of an Arbitrator and issue the necessary invitation.



8.06 The decision of the Arbitrator, or Board of Arbitration, shall be binding on both parties. The Arbitrator shall not have the power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement, as to the meaning of the decision.

8.07 Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator, or Board of Arbitration.

ARTICLE 9 – DISCHARGE CASES

9.01 a) If an employee who has attained seniority is discharged from employment, and the employee feels that an injustice has been done, the case may be taken up as a grievance.

b) The Union shall be notified of such discharge. A claim by an employee who has attained seniority that they have been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Executive Officer within six (6) working days after the employee is notified of their discharge. All steps of the grievance procedure preliminary to Step 2 shall be omitted in such cases.

c) Such special grievance may be settled by confirming the Board’s action in dismissing the employee or by reinstating the employee in their former position with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

ARTICLE 10 – PROBATIONARY PERIOD

10.01 Any new employee shall be considered probationary for three (3) calendar months. If deemed necessary by the Chief Executive Officer and by mutual agreement between the parties to this Agreement, the probationary period may be extended for a further period of time equal to the initial probationary



period. The employee will have no seniority during that period and the discharge of such probationary employee shall be at the sole discretion of the Board. After successful completion of the probationary period their seniority date shall date back to the day on which their employment began.

ARTICLE 11 – JOB POSTING

11.01 PROCEDURE for POSTING

Where a vacancy occurs or a new position is created, within the bargaining unit, the Board shall post notice of the position on the C.U.P.E. designated bulletin board for a minimum of seven (7) working days prior to filling the position, in order that all members will know about the position and be able to make written application therefore. In the filling of these jobs, the Board shall not be limited to selecting employees who have made application, but the Board shall be subject to the same limitations as set forth in Article 12 relating to cases of promotion.

A copy of each job posting and the posting announcing the successful applicant will be provided to the Unit Chair and the National Representative.

11.02 TEMPORARY POSITIONS

- a) The Board may hire personnel on a temporary or casual basis for special projects, for participation in professional training programmes, during periods of heavy work load, for illness, accident, maternity or parental leave or in case of emergency for a period of not more than sixty (60) working days or such greater period as may be agreed to by the parties and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay, statutory benefits and any provision contained herein for the payment of Union dues.



- b) The Board agrees to apply the posting procedure where it is known that the absence is expected to be more than sixty (60) working days. Where an employee is successful in bidding on a vacancy arising from an illness or accident they accept that they are temporary in the position until the earlier of two years or 1/2 the length of the absent employee's service. The posting procedures do not apply to the filling of the position held by the bargaining unit employee who was successful under this clause.
- c) Where the Board is aware that the absence is expected to be more than thirty (30) working days (but less than 60), the posting procedure will not apply but the employer, before hiring the temporary, will post a notice inviting bargaining unit employees to express an interest in fulfilling the duties.
- d) The rate of pay for a temporary or casual employee shall not be less than the minimum nor more than the maximum for the position filled, or a different rate negotiated with the Union for special government grant funded positions.

11.03 INFORMATION on POSTING

The following minimum job description shall be provided: nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. If the scheduling of some or all of the hours or days posted is negotiable, it will be so stated on the posting. These qualifications may not be established in an arbitrary or discriminatory manner.

11.04 ADVERTISING of JOB OPENINGS

The Board may advertise outside the Library simultaneously. Any Library employee who applies and is qualified in accordance with Article 12.01 will be given preference over any outside candidate.

11.05 TEMPORARY TRANSFERS

- a) Definition of a temporary transfer is when an employee is transferred to a position for which they have not applied through the job posting procedure.
- b) When an employee is temporarily transferred and performs the principal duties of a higher classification, they shall receive the rate of pay for that classification after working in the higher classification for more than one (1) consecutive hour in one working day for all hours worked in the higher classification.
- c) When an employee is temporarily transferred to a lower paying classification, their rate of pay shall not be reduced, except where such transfer is for the convenience of the employee, or to avoid lay-off of the employee.

ARTICLE 12 – PROMOTIONS and STAFF CHANGES

12.01 QUALIFICATIONS

In all cases of promotion and in all cases of permanent transfers within a department and in all cases of decrease or increase of working forces, the following factors shall be considered:

- a) length of continuous service,
- b) skill, **ability**, and



- c) qualifications.

When the qualifications in factors (b) and (c) are relatively equal in the judgment of the Board, which shall not be exercised in an arbitrary or unfairly discriminatory manner, factor (a) shall govern. Promotion shall mean advancement to a job which carried a higher rate of pay.

12.02 TRIAL PERIOD

An employee who has been promoted pursuant to the provisions of clause 12.01 will be placed on a trial period. In the event of the employee failing to meet the requirements of the job during the trial period, the employee shall be returned to their former position. The employee shall not lose any seniority acquired in their former position and shall have added seniority accumulated while serving in such trial period. The trial period for library employees will be forty (40) working days with the exception of Librarians and Department Heads for whom the trial period will be 3 months. In the event that an employee is returned to their former position, the vacancy so occasioned may be filled without further posting.

12.03 TRANSFER and SENIORITY OUTSIDE the BARGAINING UNIT

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon agreement of the employee and the Employer. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer, they shall be credited with the seniority held at the time of the transfer and resume accumulation from the date of their return to the bargaining



unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.

- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 13 – PAY EQUITY

The Board agrees to maintain pay equity in accordance with the Pay Equity Act. Either party may request a meeting of the other as required.

ARTICLE 14 – SENIORITY

14.01 SENIORITY DEFINED

Seniority is defined as the length of service with the Board and shall be a factor used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls. Seniority shall operate on a bargaining unit wide basis. In the event a part-time employee becomes a full-time employee, their seniority shall be pro-rated according to the period of time actually spent at work. The full-time annual equivalent for part-time employees shall be sixteen hundred (1600) hours worked.

14.02 SENIORITY LIST

An up-to-date seniority list will be posted at all times at the workplace; a copy will be sent to the Secretary of the Union bargaining unit, and the Unit Chair whenever changes are made.

An up-to-date seniority list shall be provided to the Secretary of the Union and the Unit Chair each September and January.



ARTICLE 15 – LAYOFF and TERMINATION of EMPLOYMENT

15.01 NOTICE of LAYOFF

- a) The Board shall notify employees who are to be laid off two (2) calendar weeks before layoff is to be effective. If an employee laid off has not had the opportunity to work ten (10) full days after the notice of layoff they shall be paid in lieu of work for that part of ten (10) days during which work was not made available. Part-time employees shall receive two (2) calendar weeks' notice of layoff.
- b) In the event of a layoff, employees shall be laid off in reverse order of their seniority. In the application of seniority for purposes of layoffs, it is agreed that employees may be retained out of seniority, providing other senior employees do not possess the normal skills or ability to properly perform the work available.
- c) An employee about to be laid off may displace an employee within their bargaining unit with less seniority, provided that the employee exercising the right to displace a junior employee is qualified to perform the work of that junior employee within a familiarization period defined as no more than (10) working days.

15.02 CONTINUATION of BENEFITS – FULL-TIME EMPLOYEES

The Board will pay its share of the cost of benefits in Article 19 hereof for the fourteen (14) months during which full-time employees are laid off.

15.03 TERMINATION of EMPLOYMENT DEFINED

Seniority shall terminate and an employee shall cease to be employed by the Board when an employee;

- a) Is discharged and is not reinstated through the grievance procedure or arbitration,



- b) Quits for any reason,
- c) Fails to report to work within five (5) working days after being notified by the Board by registered mail of recall following a layoff,
- d) Is laid off for a continuous period of eighteen (18) months,
- e) Fails to return to work upon the termination of an authorized leave of absence or layoff unless a reason acceptable to the Board is given,
- f) Is absent without leave for three (3) consecutive days unless a reason acceptable to the Board is given by registered mail, **email**, telephone or equivalent method to the Chief Executive Officer or their authorized representative.

15.04 TERMINATION of EMPLOYMENT

Those employees whose employment is terminated shall be notified by the Board in accordance with the Employment Standards Act when termination of employment is to be effective. If an employee whose employment has been terminated has not had the opportunity to work in accordance with the Act, they shall be paid in lieu of such work in accordance with the Act. All rights under this contract shall cease upon termination of employment.

15.05 It shall be the responsibility of the employee to notify the Board in writing of their current address.

15.06 LAYOFFS

Employees on layoff will be notified of all job postings for which they are qualified. New employees will not be hired until those laid off have been given an opportunity for recall.



ARTICLE 16 – HOURS OF WORK

16.01 REGULAR BIWEEKLY HOURS

- a) The standard work week for full-time Library staff except custodians shall consist of thirty-five (35) hours per week comprised of not more than five (5) days per week.
- b) The standard work week for custodians at the Library shall consist of forty (40) hours per week.

16.02 SCHEDULES

- a) Regular hours for all employees shall be posted four weeks in advance. This schedule shall not be altered without the consent of the employees concerned.
- b) No scheduled shift will be less than three (3) hours in length. This does not include staff meetings, training, or other professional development.

16.03 SUNDAY WORK

Sunday work shall continue on a voluntary basis.

16.04 PAID REST PERIODS

Employees scheduled to work six hours or more will receive two 15 minute rest periods. Employees scheduled to work between three and six hours will receive one 15 minute rest period, exclusive of any rights they may have under the Employment Standards Act.

16.05 SPLIT SHIFTS

Split shifts may be arranged occasionally where needed, but any employee who has submitted to Management in writing that they are unwilling to accept a split shift schedule will not be requested or scheduled for such work.

16.06 CHANGE of SCHEDULE REQUESTS

All changes of schedule requests will be granted or disallowed in writing by the Chief Executive Officer or their designate within seven (7) working days of submission. Staff shall respond to their supervisor when accepting or declining the schedule change within two (2) working days of receipt.

16.07 DOCTOR'S APPOINTMENTS

Time off may be granted to outpatient treatment by a physician or examination by a physician, chiropractor or dentist. Time off for such appointments shall be deducted from the STD plan.

16.08 EMERGENCY CLOSING

In the event of an emergency closing of the facility, employees scheduled to work who have reported to work will be paid for the time scheduled that day. Clause 15.01 will apply in all other cases.

ARTICLE 17 – OVERTIME

17.01 OVERTIME DEFINED

- a) Library employees who are scheduled to work longer than seven (7) hours in any day or more than thirty-five (35) hours in any week shall be eligible to receive payment for every hour of overtime worked at the rate of time and one-half. The foregoing shall apply to the custodian after eight hours in any day or after forty (40) hours in any week.



- b) Authorization for the working of and the payment for such overtime hours must be made by the Chief Executive Officer or a person designated by the Chief Executive Officer, in advance whenever possible.
- c) For the purposes of this Article, the wage rate shall be the basic hourly rate.

17.02 OVERTIME LIEU

Time off at overtime rates may be taken in lieu of pay for overtime worked when mutually agreed to by the employee and the Chief Executive Officer. An employee may accumulate up to a maximum of seventy (70) hours in any calendar year, from January 1st to December 31st. Such overtime accumulated as of December 1st shall be paid on the last day prior to Christmas each year, except where approval by the Chief Executive Officer to carry accumulated time over to the following year has been received.

17.03 CALL BACK PAY

Effective as of the date of the signing of this Agreement an employee who is called in to work outside their scheduled daily hours other than for scheduled overtime work shall be paid:

- a) a minimum of two and a half (2 1/2) hours at their overtime rate; or
- b) at their applicable overtime rate for the time worked on the call back, whichever is greater.

17.04 ALLOTMENT of OVERTIME

Overtime and call back time shall be equalized where reasonable among those part-time employees within the same Department performing the job for which the work is available.



Extra hours that become available after a schedule has been posted shall be equalized where reasonable among those part-time employees within the Department performing the job for which the work is available.

The Board will post a list of overtime, call back time and extra hours on a quarterly basis showing those employees who have performed or declined the work available.

17.05 SHIFT DIFFERENTIAL

All hours worked Monday through Friday after the end of the regular day shift, that is 1700 hours, will be paid at the rate of **\$1.30** in addition to regular rates.

17.06 SHIFT DIFFERENTIAL, SATURDAYS AND SUNDAYS

- a) All hours worked on Saturday and Sunday will be paid at the rate of **\$1.30** per hour in addition to regular rates.
- b) All hours worked after the end of the regular day shift on Saturday and Sunday, that is after 1700 hours, will be paid at the rate of **\$1.30** per hour. The above premium will not be paid for overtime hours.
- c) **The scheduled Person in Charge (PIC) will receive a premium at the rate of \$1.00 per hour when carrying out the duties of this role after 5:00 pm Monday-Friday, and all scheduled hours on Saturdays and Sundays, or in a circumstance when Management has determined they will be unavailable.**



ARTICLE 18 – PAYMENT of WAGES

18.01 PAYMENT of WAGES

The Board agrees to pay and the employee agrees to accept the hourly wages set out in Schedule “A” attached hereto. Employees will have direct deposit biweekly, every other Friday into an account of their choice.

18.02 PAYMENT of VACATION PERIOD WAGES

All employees who work less than twenty-four (24) hours per week shall receive their vacation entitlement (i.e. 4%, etc.) on a bi-weekly basis.

ARTICLE 19 – BENEFITS

19.01 MEDICAL BENEFITS

The Board shall pay one hundred (100%) percent of the cost of premiums of the following plans for all regular full-time employees regardless of the number of hours worked:

1. Private Hospital Care;
2. Partners Plan for Extended Health Benefits, including Deluxe Travel and coverage of overage dependents;
3. Non-deductible Drug Plan (mandatory generic drugs). The Library will pay the costs of forms related to prescriptions.
4. Vision Care Plan – **\$550 effective upon ratification** every two (2) years. Coverage will also provide for the payment of one (1) annual eye examination. **Effective January 1, 2023 - \$650.**
5. Hearing Aid Plan, **\$1,000.00** every three (3) years;



6. Short Term Disability/Long Term Disability Plans (Appendix B, C);
7. Preventive Dental Plan; ODA fee schedule to be one year behind current schedule.

The Board will provide dental improvements as follows:

- Rider #4, Special Dental (Major Restorative/Crowns) in a 50/50 co-share arrangement. The Board will pay **one hundred (100)** percent of the premium.
 - Those eligible employees and their eligible dependents sixteen (16) years of age or older will be governed by a nine (9) month turnaround time limit on their next dental check-up.
 - Those employees with eligible dependents that are less than sixteen (16) years of age maintain the six (6) month turnaround time limit for eligibility of their next dental check-up.
8. Orthodontic coverage: \$3,000.00 lifetime maximum, 50/50 co-shared.
 9. Paramedical Services – In the absence of OHIP coverage, the Corporation paid coverage now applies from the first visit **with a no per visit limit to an annual maximum for each modality of six hundred (\$600) per year upon ratification. Effective January 1, 2023 - \$700 per year.**
 10. **Psychological Services – Effective upon ratification and annual combined maximum of \$600.00. Effective January 1, 2023, the annual combined maximum increases to \$700.00.**

19.02 CHANGES in INSURED BENEFITS PLANS

The Employer may change carriers from time to time, provided that the benefits and conditions will at least be equivalent to those now in effect, and



provided that the Employer provides the Union with at least sixty (60) days advance notice of the change along with the specification, coverage and conditions of benefits to be provided by the new carrier. This does not apply to any plan mandated by law.

If the Union indicates to the Employer within thirty (30) days of receipt of such notification that coverage of any carrier is not equivalent to that required by the collective agreement, the concern shall be referred first to a meeting of the parties prior to such dispute being referred to Article 7 Step Two (2).

19.03 GROUP LIFE INSURANCE

The Board will pay one hundred (100%) percent of the cost of premiums for a Group Life Insurance Plan for all regular full-time employees regardless of the number of hours worked. Life insurance will be provided at two times annual salary (x 2) to a maximum of \$150,000.00.

19.04 PENSION

It shall be a condition of employment that all regular full-time employees regardless of the number of hours worked shall join the Ontario Municipal Employees Retirement System on date of hire.

19.05 BENEFITS DURING SICK LEAVE

In case of absence for illness, payments and continuation of health and welfare benefits shall be as set out in Schedules “B and C” attached hereto, subject to the approval of the carriers.

19.06 RETIREE BENEFITS

- a) The following hospital medical insurance will be available to retirees from the date of their retirement, under OMERS. The Board shall pay eighty-five (85) percent of the premium.



- Extended Health Care
 - Vision Care and Hearing Aids
- b) Such coverage will continue until age 65 or until retiree's death, whichever occurs first, provided that equivalent coverage is not available through other sources and that such premiums are paid on or before the first day of each month or in accordance with other arrangements that may be made with the Board from time to time.
- c) In the event there is an improvement in a benefit set out herein, retirees already in receipt of such benefits will be eligible to receive such improvement, but shall not be entitled to any new benefit that may be added to such coverage.
- d) At time of retirement, if a benefit set out herein is available from other sources, and such coverage ceases, the retiree may apply for such benefit through the Board, provided that at the time of retirement the employee registered the source of such benefit with the Board.
- e) Should an employee, at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements or new benefits will not be available to the retiree at any time thereafter.

19.07 PART-TIME EMPLOYEES – PAY IN LIEU OF BENEFITS

Permanent part-time employees (other than students employed during the summer vacation or during a co-op work program) shall receive, in addition to their regular straight time hourly rate, a nine percentage (9%) add on payment in lieu of all health and welfare benefits and sick days which are paid to full-time employees, except the optional OMERS coverage for eligible part-time employees.

It is understood and agreed that this add on payment will not be included for the purpose of computing any premium or overtime payments.



19.08 EMPLOYEES WORKING PAST AGE 65

Regular full-time employees who continue to work in their current position past the age of 65 are eligible to receive:

- a) Extended Health and dental benefits as listed in Article 19.01, with the exception of LTD which is not provided.
- b) Group Life Insurance as in Article 19.03.
- c) OMERS contributions are in accordance with OMERS legislation.
- d) WSIB benefits are in accordance with WSIB legislation.

All employees who work less than twenty-four (24) hours per week and continue to work in their part-time position past age 65 will continue to receive Pay in Lieu of Benefits as outlined in Article 19.07.

ARTICLE 20 – PAID HOLIDAYS

20.01 LIST OF HOLIDAYS

The Board shall recognize the following as paid holidays for its employees:

New Year’s Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Floating Holiday
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Eve Day

Christmas Day
Boxing Day
New Year's Eve Day

20.02 FLOATING HOLIDAY

- a) The Floating Holiday shall be taken at a time mutually agreed to between the Chief Executive Officer or their designate and the employee. The Floating Holiday shall be taken between the first of January and the thirty-first of December each and every year or will be considered lost. New employees will not be entitled to the Holiday until they successfully complete the probationary period.
- b) Employees terminating their employment prior to April 1st shall not be entitled to payment for their floating holiday if it is not taken prior to the effective date of their termination.

20.03 WORK on PAID HOLIDAYS

When an employee is required to work on a paid holiday they shall be compensated therefore, by payment of double the normal hourly rate plus the day's pay in accordance with Article 16 of this Agreement as may be approved by the Chief Executive Officer or their authorized representative.

20.04 HOLIDAY on DAY OFF

When a paid holiday falls on the day of an employee's scheduled day off, they shall be entitled to a day off with pay in lieu of the paid holiday.

20.05 UNPAID ABSENCE and HOLIDAY

This article shall apply to all employees with the exception that it shall not apply to such employees who have been absent without leave or without pay on their regular day of work preceding or following the said holiday.



20.06 PAID HOLIDAYS for PART-TIME EMPLOYEES

- a) When a paid holiday falls on a non-working day, the employee shall be entitled to pay in lieu of that holiday. Calculation of holiday pay will be in accordance with the Employment Standards Act.
- b) This section will not apply to an employee who was absent without leave or without pay on their scheduled regular day of work immediately preceding or following such holiday.

20.07 Time off in lieu of a paid holiday must be taken during the calendar year in which the holiday occurs. All such time accumulated shall be booked or used by the employee on or before December 1st of each year, and if not used shall be paid at the rate of pay at which it accrued on or before December 31st of each year.

ARTICLE 21 – ANNUAL VACATION

21.01 LENGTH of VACATION

Employees shall receive an annual vacation with pay based on their years of continuous service.

Two (2) weeks	after one (1) year of service;
Three (3) weeks	after two (2) years of service;
Four (4) weeks	after eight (8) years of service;
Five (5) weeks	after fourteen (14) years of service;
Six (6) weeks	after twenty-three (23) years of service;

Effective from date of ratification, for full time employees, after 30 years of employment – one day of vacation for each additional year of service to a maximum of (five) 5 days.

The vacation year for the purpose of taking vacation shall be from January 1st to December 31st, in each year.

21.02 CARRY-OVER of VACATION

An employee with more than one year's service may carry over a maximum of one (1) week to the following year. Subject to obtaining approval from the Chief Executive Officer, or their designate prior to December 1st in the year during which such vacation credits were earned, an employee may receive permission to retain additional vacation earnings over year end for use in the following year.

21.03 CALCULATION of EARNINGS

An employee's vacation pay for each week of entitlement shall be at the rate of 2% of gross annual earnings, or current annual rate, whichever is greater. Calculation of vacation for all permanent employees shall be based on a fifty-two week working year.

21.04 PAID HOLIDAY DURING VACATION

When a paid holiday falls on a day of an employee's scheduled vacation, they shall be entitled to an additional day of vacation provided that the necessary arrangements have been made with the Chief Executive Officer prior to the commencement of the vacation period.

21.05 SCHEDULING OF VACATION

Scheduling of vacation period shall be at the discretion of the Chief Executive Officer. An employee shall be allowed to take a minimum of two (2) weeks vacation between June 30th and September 1st, subject to maintaining an efficient and properly staffed service.



21.06 PREFERENCE in VACATIONS

Scheduling of vacation is at the discretion of the Chief Executive Officer. However, for vacation during the months of July and August, where a request is submitted by February 15th of the same year and where two or more employees have requested vacation for the same dates, the request given the highest priority will be the request from the employee with the most seniority. A list of approved vacations for July and August for requests submitted by February 15th of the same year will be posted by March 15th. For all other vacation requests, the request given the highest priority will be the request submitted to the Chief Executive Officer or their designate on the earlier date. Only if requests for the same dates are made on the same date will the employee with seniority receive priority. The Chief Executive Officer will endeavour to respond to such requests within seven (7) days.

It is agreed and understood that vacation shall be a two-week period or two periods of one week each, unless the employee requests in writing that the vacation be taken in shorter or longer periods and the employer agrees to that request.

It is agreed and understood that notwithstanding any of the above, the scheduling of vacation is subject to maintaining an efficient and properly staffed service.

21.07 VACATION ENTITLEMENT

All employees will be eligible for vacation entitlement on their anniversary date. Employees may request vacation time in advance of their anniversary date. However, employees who terminate their employment before completing a qualifying year will pay back through payroll deduction the amount taken but not earned.



21.08 VACATIONS for NEW EMPLOYEES

Employees who have less than one year's seniority are entitled to vacation time pro-rated to the proportion of the calendar year they have worked provided that they have passed their probationary period.

ARTICLE 22 – SICK LEAVE

22.01 All employees regularly working more than 24 hours per week covered under this Agreement shall receive short and long term disability protection as set out in Schedule “B”+“C” attached hereto and forming part of this Agreement.

22.02 REPORTING ABSENCE – PART-TIME EMPLOYEES

The Board recognizes that part-time employees are occasionally ill or for other reasons unable to perform their usual duties. When part-time employees must miss work due to illness, they are required to notify the Chief Executive Officer or their designate prior to the absence and to keep them informed as to the anticipated length of the absence.

ARTICLE 23 – WORKPLACE SAFETY and INSURANCE

23.01 Employees off duty as a result of an accident incurred in the performance of their duties shall be provided with hospitalization and medical care as provided by the Workplace Safety and Insurance Act of Ontario. While an employee is off work and received WSIB Benefits or insurance at less than regular full pay the employee shall be paid as provided in Schedule “B” attached hereto.

ARTICLE 24 – SAFETY AND HEALTH

24.01 EMPLOYER RESPONSIBILITY

The Board will make adequate provision for the safety and health of employees during the hours of their employment.



24.02 HEALTH and SAFETY COMMITTEE

A Health and Safety Committee shall be established, composed of two Union appointees and two officials of the Board. The Health and Safety Committee shall operate in accordance with the provisions of the Occupational Health and Safety Act.

24.03 SAFETY EQUIPMENT

Employees required to use safety equipment under the Occupational Health and Safety Act and provided by the Board are required to have the equipment with them at all times. Failure to do so will mean a loss in pay to the employee for the time involved in obtaining the necessary equipment.

ARTICLE 25 – LEAVES OF ABSENCE

25.01 UNION LEAVE

The Board shall grant leave of absence without pay to four (4) employees selected by the Union to attend Union conventions or conferences, for a total of thirty working days in the aggregate in any calendar year. Leave will not be requested by the Union for more than one employee from any one department at once, in order not to interfere with the efficient operation of the departments. It is agreed that leave of absence for this purpose shall not be unreasonably withheld.

25.02 LEAVE WITHOUT PAY

Leave without pay may be granted by the Chief Executive Officer for a period not in excess of three (3) months. All leaves in excess of three (3) months must be approved by resolution of the Board. Leave shall not be granted for the purpose of taking other employment for hire.



25.03 BEREAVEMENT LEAVE

a) IMMEDIATE FAMILY BEREAVEMENT

In the case of the death in the immediate family, consisting of spouse, son, daughter, father or mother, guardian, brother or sister and mother-in-law or father-in-law, grandchildren, stepchildren or stepparents, the employee shall be given a paid leave of absence for **for five (5) days. The five days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.**

b) COLLATERAL FAMILY BEREAVEMENT

In the case of the death of collateral relations consisting of grandfather or grandmother, brother-in-law or sister-in-law, grandparents-in-law, son/daughter-in-law, the employee shall be given paid leave of absence for **three (3) days. The three days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.**

i) In the case of the death of relations consisting of Uncle or Aunt, the employee shall be given leave of absence for the day of the funeral, provided they were scheduled to work on the day of the funeral and they attend the funeral service or memorial service.

c) NOTIFICATION of BEREAVEMENT

It shall be the employee's responsibility to notify or cause to be notified their **Department Head** as soon as possible following such



bereavement. **Alterations can be made to the days taken as indicated above if approved by the Department Head or designate.**

d) PAID LEAVE for BEREAVEMENT

If any of these days falls during an employee's scheduled vacation, on receipt of the notice of funeral, such time deemed to be working days will be re-instated to the employee's vacation record.

25.04 PALLBEARER LEAVE

One half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

25.05 FUNERAL of EMPLOYEE

The Unit Chair or their representative shall be allowed up to four (4) hours to attend the funeral of an employee covered by this Agreement.

25.06 JURY DUTY or COURT WITNESS PAYMENT

Any regular employee who is required to serve on a jury or as a court witness shall be paid the difference between the amount paid for such service and their regular hourly rate for the time lost from their regular scheduled work by reason of such service, subject to the following provisions:

a) NOTIFICATION

Employees must notify the Chief Executive Officer or their designate within a reasonable time after receipt of notice of selection for jury duty or court witness.

b) REPORTING for WORK

Employees called for jury duty or as court witnesses and who are temporarily excused from attendance in court during working hours must report for work within a reasonable time.

c) DOCUMENTATION

In order to be eligible for such payments, the employees must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay or fees received; no such payment shall be made to any employee under the provisions of this Article when such leave is solely in the cause of the employee involved.

25.07 PREGNANCY, PARENTAL and ADOPTION LEAVE

Pregnancy, **parental, parental sharing and adoption** leave shall be granted in compliance with the Employment Standards Act. During the period an employee's seniority shall continue to accumulate. The Board shall continue to pay the premiums payable by the Board to maintain those benefits to which the employee is entitled and currently enrolled.

In accordance with the Employment Standards Act, an employee returning to work prior to their original return from leave date, or an employee not returning from leave, the employee shall provide the Board with at least four (4) week's written notice.

ARTICLE 26 – MILEAGE ALLOWANCE

26.01 MILEAGE ALLOWANCE

Employees requested to operate their personal vehicles on Board business shall be paid such mileage in accordance with the Board's policy providing for payment of such allowance.



ARTICLE 27 – PROFESSIONAL DEVELOPMENT

27.01 EDUCATION ALLOWANCE

Upon the approval of the Chief Executive Officer, the Board agrees to pay the tuition cost for any employee enrolled in a course which would improve the employee's work or enhance their opportunity for advancement. This payment will be conditional upon the successful completion of the course.

27.02 STAFF DEVELOPMENT DAY

All employees shall be given the opportunity to participate in a minimum of seven (7) hours of training or professional development in each calendar year.

ARTICLE 28 – NO STRIKES, NO LOCKOUTS

28.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the lifetime of this Agreement there shall be no strike, either complete or partial, and no picketing; and the Board agrees that during the lifetime of this Agreement there shall be no lockout, either complete or partial. Strike or lockout shall be as defined in the Ontario Labour Relations Act.

ARTICLE 29 – CONFERENCES AND WORKSHOPS

29.01 PERMISSION

The Board recognizes the mutual value of professional conferences and workshops and encourages attendance. Time off may be granted to travel to and attend an approved professional conference or workshop at the discretion of the Chief Executive Officer or their designate.



29.02 EXPENSES PAID

If permission is granted, travelling, accommodation, and meal costs necessary to attend such conferences and workshops will be as authorized in advance.

29.03 PAYMENT for TIME

Time spent at such workshops or conferences, when approved, shall not result in loss of regular earnings. Attendance outside of regularly scheduled hours shall be paid. Employees shall receive lieu time off calculated in straight time for attendance at conferences outside their regularly scheduled hours of work.

ARTICLE 30 – VOLUNTEERS

Use of volunteers will not result in the lay-off or reduction of hours of any employee.

ARTICLE 31 – JOB SECURITY

31.01 The Library Board agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any plant, person, company or non-unit employee without first discussing it with the Union.

ARTICLE 32 – DURATION

This Agreement shall remain in full force and effect until the **31st day of December 2023**, and from year-to-year thereafter unless notice of intention to terminate or amend this Agreement is given by either party not more than ninety (90) days and not less than thirty (30) days before the termination day of the Agreement.



ARTICLE 33 – DEFINITION

33.01 “Full-time employees” are defined as all employees of the Board regularly employed for more than forty-eight (48) hours in a two (2) week pay period.

33.02 “Part-time employees” are defined as all employees of the Board regularly employed for not more than forty-eight (48) hours in a two (2) week pay period, students employed during the school vacation period and those students attending university or college in a co-op program.

33.03 “Casual Part-time employee” means an employee who is required to work on an irregular basis (called in as needed).

33.04 “Temporary employee” means an employee hired to replace an employee for a specific assignment which shall not exceed six (6) months or in the case of maternity relief, the duration of the maternity leave, or for a particular task that shall not exceed six (6) months.

33.05 “Grant employee” means employees hired under wage restricted grants.

33.06 “Working days” means Monday to Friday.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on the ____ day of _____, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

THE WOODSTOCK PUBLIC
LIBRARY BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1146 – LIBRARY UNIT

Ken Whiteford

Ken Whiteford (Jun 11, 2022 11:59 EDT)

Marina Surette

Marina Surette (Jun 13, 2022 16:48 EDT)

CHAIR

MEMBER – NEGOTIATION COMMITTEE

D. J. Hsieh

Katrina Campbell

Katrina Campbell (Jun 14, 2022 13:00 EDT)

CHIEF EXECUTIVE OFFICER

MEMBER – NEGOTIATION COMMITTEE

Marcy Macdonald

Marcy Macdonald (Jun 13, 2022 15:34 EDT)

Susan Earle

Susan Earle (Jun 24, 2022 08:29 EDT)

CITY OF WOODSTOCK
HUMAN RESOURCES

MEMBER – NEGOTIATION COMMITTEE

Jason Springer

Jason Springer (Jun 27, 2022 16:19 EDT)

CUPE NATIONAL REPRESENTATIVE



APPENDIX A

Effective January 1, 2021						
Job Class	Starting Salary	6 Months	1 Year	2 Years	3 Years	4 Years
Head of Information Services	48.63	49.85	51.17	52.57	53.97	55.45
Head of Children's Services	45.75	47.02	48.14	49.68	51.07	52.58
Head of Circulation Services	37.61	38.15	38.68	39.75	40.76	41.81
Reference Librarian II	36.51	37.47	38.48	39.47	40.62	41.81
Reference Librarian I	35.66	35.79	36.19	37.13	38.09	38.99
Cataloguer	35.66	35.79	36.19	37.13	38.09	38.99
Local Historian	35.66	35.79	36.19	37.13	38.09	38.99
Reference Clerk III	35.50	35.71	36.81	37.55	38.20	38.99
Purchasing Clerk III	35.50	35.71	36.81	37.55	38.20	38.99
Children's Services Clerk III	35.50	35.71	36.81	37.55	38.20	38.99
Children's Services Clerk II	32.42	32.98	33.70	34.32	35.02	35.79
Technical Services Clerk II	32.42	32.98	33.70	34.32	35.02	35.79
Circulation Clerk	30.45	30.73	31.08	31.77	32.51	33.23
Technical Services Page	27.90	28.32	29.21	-	-	-
Custodian	21.23	21.88	22.57	23.29	24.02	24.82
Cleaner	17.21	17.49	17.90	18.57	19.37	20.04
Page	15.74	-	-	16.33	-	-

Effective January 1, 2022						
Job Class	Starting Salary	6 Months	1 Year	2 Years	3 Years	4 Years
Head of Information Services	49.60	50.85	52.19	53.62	55.05	56.56
Head of Children's Services	46.67	47.96	49.10	50.67	52.09	53.63
Head of Circulation Services	38.36	38.91	39.45	40.55	41.58	42.65
Reference Librarian II	37.24	38.22	39.25	40.26	41.43	42.65
Reference Librarian I	36.37	36.51	36.91	37.87	38.85	39.77
Cataloguer	36.37	36.51	36.91	37.87	38.85	39.77
Local Historian	36.37	36.51	36.91	37.87	38.85	39.77
Reference Clerk III	36.21	36.42	37.55	38.30	38.96	39.77
Purchasing Clerk III	36.21	36.42	37.55	38.30	38.96	39.77
Children's Services Clerk III	36.21	36.42	37.55	38.30	38.96	39.77
Children's Services Clerk II	33.07	33.64	34.37	35.01	35.72	36.51
Technical Services Clerk II	33.07	33.64	34.37	35.01	35.72	36.51
Circulation Clerk	31.06	31.34	31.70	32.41	33.16	33.89
Technical Services Page	28.46	28.89	29.79	-	-	-
Custodian	21.65	22.32	23.02	23.76	24.50	25.32
Cleaner	17.55	17.84	18.26	18.94	19.76	20.44
Page	16.05	-	-	16.66	-	-

December 31, 2023



Effective January 1, 2023

Job Class	Starting Salary	6 Months	1 Year	2 Years	3 Years	4 Years
Head of Information Services	50.59	51.87	53.23	54.69	56.15	57.69
Head of Children’s Services	47.60	48.92	50.08	51.68	53.13	54.70
Head of Circulation Services	39.13	39.69	40.24	41.36	42.41	43.50
Reference Librarian II	37.98	38.98	40.04	41.07	42.26	43.50
Reference Librarian I	37.10	37.24	37.65	38.63	39.63	40.57
Cataloguer	37.10	37.24	37.65	38.63	39.63	40.57
Local Historian	37.10	37.24	37.65	38.63	39.63	40.57
Reference Clerk III	36.93	37.15	38.30	39.07	39.74	40.57
Purchasing Clerk III	36.93	37.15	38.30	39.07	39.74	40.57
Children’s Services Clerk III	36.93	37.15	38.30	39.07	39.74	40.57
Children’s Services Clerk II	33.73	34.31	35.06	35.71	36.43	37.24
Technical Services Clerk II	33.73	34.31	35.06	35.71	36.43	37.24
Circulation Clerk	31.68	31.97	32.33	33.06	33.82	34.57
Technical Services Page	29.03	29.47	30.39	-	-	-
Custodian	22.08	22.77	23.48	24.24	24.99	25.83
Cleaner	17.90	18.20	18.63	19.32	20.16	20.85
Page	16.37	-	-	16.99	-	-

APPENDIX B

SHORT TERM DISABILITY (STD)

This Plan is self-insured and administered by the Board of the Woodstock Public Library. All employees regularly working more than 24 hours per week are covered under the terms of this Plan after completion of three (3) calendar months of continuous employment.

1. Benefits Schedule

Benefits under the STD Plan will be paid for a maximum of seventeen (17) calendar weeks in accordance with the following schedule:

LENGTH OF SERVICE	NUMBER OF INSURED CALENDAR WEEKS	
	100% of Regular Salary	75% of Salary
3 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
Over 9 years	17	0

for absence from employment caused by:

- a) personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control;



- b) exposure to contagious diseases that in the opinion of the Medical Officer of Health might endanger the health of other employees, or the public, by their attendance;
- c) Workplace Safety and Insurance Act benefits will be topped up in accordance with above schedule to a maximum duration of seventeen (17) calendar weeks.

2. Duration of Illness

The maximum covered duration of any one illness or accident under the STD Plan is seventeen (17) weeks. On return to work from an illness, benefits will be reinstated the first day back to work. Should an employee use in excess of their allotment of seventeen (17) weeks in any twelve (12) month period for separate illnesses or accident, the employee will re-qualify for STD benefits at the 75% level.

- a) Successive absences are considered to be in the same period of disability unless:
 - i) the employee has worked twenty (20) full working days between such absences; or
 - ii) the illness is confirmed by a duly qualified medical practitioner as being unrelated to the previous illness.

3. a) Reporting Illness

To qualify for STD payments, an employee must on the first day, or part of a day of illness, report or cause to report such illness to the Chief Executive Officer or designate. Reporting must conform to the rules established by the Chief Executive Officer governing reporting for work.



b) **Uncertified Paid Absence**

Each employee will be granted up to seven (7) days of uncertified paid absence due to illness per calendar year, January 1st to December 31st, provided such absences are in one (1) and two (2) day multiples. At the discretion of the Chief Librarian, any successive days of absence may be without pay unless certified by a medical doctor that the employee was under a doctor's care and such illness prevented the employee from reporting to work and performing the duties of their job.

c) **Proof of Illness**

All absences of three (3) or more consecutive days may require, at the discretion of the Chief Executive Officer, a certificate from a medical doctor stating that the employee is under a doctor's care, that such illness prevents the employee from reporting to work and performing the duties of their job, and stating a probable return-to-work date.

- i) Employees who fail to report an absence from employment or file a doctor's certificate as set out will not be eligible for STD payments and will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence. No payment shall be made for such time until a medical certificate certifying such absence as set out is submitted within a reasonable period of time following such illness.
- ii) The Board, through the Chief Executive Officer, reserves the right to request an employee to undergo an examination by a duly certified medical practitioner, appointed by the Board, at any time during their absence. Failure to comply will result in discontinuation of STD payments and the employee will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence.



4. STD and Unpaid Leave of Absence

An employee who is on maternity leave or any other leave of absence without pay, shall not be entitled to receive STD benefits during said leave. However, STD benefits will be reinstated following return from such leave of absence after completion of six (6) full working days.

5. Retention of Benefits and Vacation Credits

When an employee is in receipt of STD payments, they will receive remuneration as set out in Section I, retain health and welfare benefits and continue to earn vacation credits at the rate at which they were being credited when the disability occurred. If any employee elects to utilize paid vacation, or other category of paid time standing to their credit at the time of illness, STD payments will cease and will not be reinstated until such paid credits are exhausted. Such time will be considered to be part of the seventeen (17) week period set out in Section 1.

6. STD and Paid Leave

An employee on vacation, paid holiday, or other paid leave of absence will not be entitled to receive STD benefits until their original scheduled back-to-work date occurs, at which time their eligibility for STD benefits will commence.

7. STD on Layoff

An employee who becomes ill or disabled while on layoff will not be entitled to STD payments until their original specified recall date occurs, or the date they would have been recalled as part of a general recall. If another employee is recalled to perform in his position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:



- a) should the disability occur after written “notice of layoff” has been given, the employee will not qualify for STD payments during the period of layoff; and
- b) where the disability occurred before written “notice of layoff” was given, the employee will qualify for STD benefits in accordance with the Schedule in B.1.

8. Payment of Pro-rated Benefits

The Corporation will continue to maintain the Board’s portion of the premium cost of health benefits and life insurance the employee had at the time of disability for the seventeen (17) week period, provided the employee pays their share of the premium cost for the same covering period, subject to the approval of the carriers.

9. Disqualifications

This plan does not provide benefits for disability resulting from intentionally self-inflicted injury, war, or attempts to commit an assault or crime.

APPENDIX C

LONG TERM DISABILITY (LTD)

This Plan will be an insured Plan administered by a private carrier of the Board's choice. The purpose of the Plan is to provide employees with a wage replacement scheme in the event of a lengthy or permanent bona fide disability.

The terms and conditions set out herein are subject to the carrier's approval and acceptance and shall be administered by such carrier. Said Plan shall be outlined in booklet format and provided to each covered member.

1. The LTD benefit will be payable after an employee has been continuously disabled for seventeen (17) consecutive calendar weeks, and has utilized all credited paid time off except vacation. The LTD eligibility period shall commence when all such credits are exhausted.
 - a) Payments will continue until the employee is:
 - i) no longer disabled as hereafter defined, or
 - ii) the date of scheduled retirement, whichever should first occur, in any event not beyond the employee's 65th birthday.
2. Disabled shall be deemed to mean:
 - i) the employee is unable to perform his regular work during the first twenty-four (24) months of receipt of LTD payments, and
 - ii) for any period thereafter, they are prevented from performing any type of gainful employment for which they are reasonably qualified, by way of education, training or experience, or for which they may be trained.



3. Where retraining is deemed to be practical, the employee shall participate or benefits shall forthwith cease.
4. The benefit payable under the LTD Plan will provide an employee with an income of 75% of their regular earnings at the time of disability to a maximum non-medical limit of \$4,000.00 per month.
5. a) Such payments will be directly reduced by any amount the employee received from:
 - the Workplace Safety and Insurance Act;
 - the Canada Pension Plan, excluding dependent benefits;
 - the Ontario Municipal Employees' Retirement Board.
- b) If in addition to the benefits set out in 4(a), income is received from other sources, such as but not inclusive:
 - any other disability insurance;
 - no-fault auto insurance, or
 - earnings from rehabilitation employment, except 50% of regular earnings during the first 24 months of disability;
 - the amount of disability benefit shall be adjusted to provide that an employee's total replacement income shall not exceed 85% of regular earnings at time of disability.
- c) After LTD insurance benefits have commenced, the LTD benefit will not be reduced by cost-of-living increases that may be applied to other sources of income.

6. Rehabilitation

In the event of a partial recovery from a total disability, an employee may re-enter the work force without forfeiting all benefits under this Plan for a period of time up to twenty-four (24) months, provided the following condition is met:

- a) The employment has been approved by the carrier which has deemed the “work performed” as approved rehabilitative employment;
- b) The LTD payment in this case will be reduced by an amount equivalent to 50% of the employee’s gross earnings from any such approved rehabilitative employment, but in no event shall the employee’s total income during said rehabilitation period exceed their pre-disability income.

7. Pre-Existing Conditions

- a) Any employee who does not have sick leave credits on the day this Plan comes into effect, or any new employee subsequently disabled by a health condition which existed at time of hire, shall be eligible for disability payments in respect of that condition only if a period of non-treatment of three (3) consecutive months or more has elapsed since enrolment, and said period shall be added to the seventeen (17) week qualifying period.
- b) It shall rest with the employee to provide proof of said disability-free period prior to start of the qualifying period.

8. Other benefit provisions and limitations

- a) To qualify for LTD benefits an employee does not need to be confined to hospital or their home, but must be under the continuous care of a duly qualified medical practitioner.



- b) This Plan provides coverage for disability resulting from an accident or from sickness including absence from work for psychiatric reasons for which continuous treatment is received from a duly certified psychiatrist.
- c) Benefits for total disability due to pregnancy complications will be paid. However, no benefit will be paid during the period the employee receives or is entitled to receive maternity benefits through unemployment insurance or during the period they are on maternity leave or scheduled to be on maternity leave.
- d) This Plan does not provide benefits for disability resulting from intentional self-inflicted injury, war, injury sustained while working for another employer, self-employment, or while committing or attempting to commit an assault or crime.

9. Successive Disabilities

Successive absences from work, resulting from the same cause, are considered to be in the same period of disability unless separated by six (6) months of active full-time work while insured, or one (1) full month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

10. Seniority and Retention of Benefits

An employee will retain their job seniority for a maximum period of two (2) years, or one-half the length of their service, whichever is the lesser, except that in no case shall retention of seniority be less than six (6) months.

- a) An employee may continue to maintain group health benefits, not eligible for waiver of premium provisions, that they were receiving at the time of their disability for a period of two (2) years after receipt of



the first LTD payment, provided they pay their share of the cost of such premiums, subject to the approval of the Carrier of such health plans.

- b) While on LTD, no employee shall earn any benefit related to seniority such as: vacation or long service pay.

CONVERSION OF SICK LEAVE GRATUITY PLAN ESTABLISHED UNDER BY-LAW NUMBER 5316-77

1. The existing sick leave gratuity plan will be terminated on the date the Short Term and Long Term Disability Plans go into effect.
2. Accumulated sick leave credits shall be frozen. Employees shall retain full vesting rights to their accumulation as set out in the existing sick leave By-Law Number 5316-77.
 - a) Employees with less than five (5) years of continuous employment shall receive full vesting rights on completion of five (5) years continuous active employment.
3. An employee with accumulated sick credits may use those credits to supplement the short term disability benefits to 100% of regular earnings and to supplement the long term disability benefits to 85% of regular earnings.
4. An employee may request payment for up to a maximum of 10% of their sick credit entitlement as set out in By-Law 5316-77 annually provided the request is submitted to the Chief Executive Officer by November 1st, subject to the following:
 - a) The employee's entitlement will be calculated in the same manner as for termination of employment;
 - i) after 5 years' service, entitled to 50% of accumulated sick credits to a maximum of one-half year's earnings.



- ii) Payment will be made by the 28th day of February, calculated on the daily rate of pay being received on December 31st of the preceding year.
- 5. In the event of termination of employment, by resignation or discharge, an employee, after five (5) years service will be entitled to 50% of accumulated sick credits to a maximum of one-half year’s earnings, at the rate of salary being paid at the time of termination.
- 6. In the event of retirement or death, an employee or estate will be entitled to 50% of accumulated sick credits to a maximum of one-half year’s earnings, at the rate of salary being paid at the time of retirement or death.
- 7. Attendance records will be maintained in the Library Office and at the end of each year a copy of such record shall be forwarded to each employee.

Sick Leave Accumulation

Full time staff who were hired prior to August 30, 1985, may have accumulated sick leave hours. These staff may draw on these hours if they wish to “top up” STD/LTD benefits.

If a staff member with sick leave credits has worked at Woodstock Public Library for five (5) years or more, they may “cash in” 10% per year or half of these accumulated hours (to a final total of 50% of the accumulated hours). Or, if they leave Woodstock Public Library after five years, they will receive cash for half of the accumulated hours at the salary they are then earning.