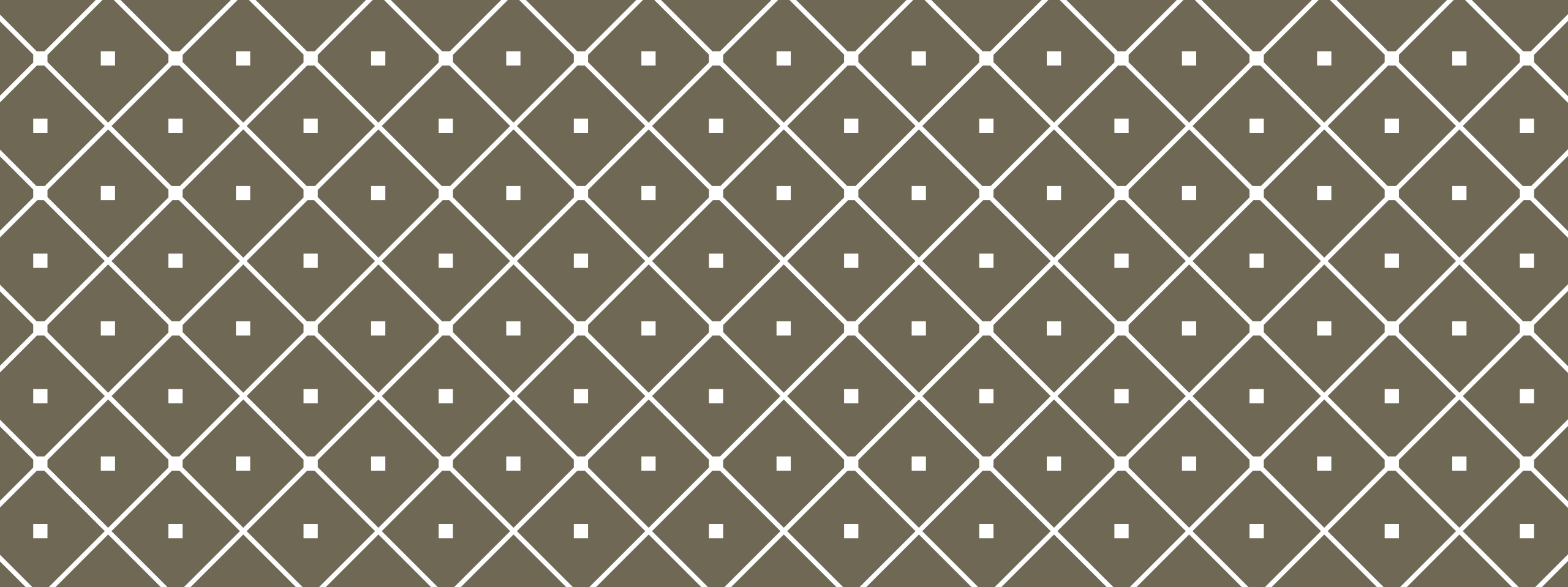




PRECARIOUSLY YOURS: COLLECTIVE AGREEMENT LANGUAGE

Library Conference
Niagara Falls
March 2016





PRECARITY IN THE DISCOURSE

Where is it in our membership
and the public at large?

CUPE RESOLUTIONS

Resolution #1

Cupe Ontario will:

Develop a campaign that values and utilizes our public libraries. CUPE Ontario will encourage all district councils, affiliates, their members, the general public to register for a library card and utilize public library facilities.

Because:

- Libraries are a valued public service and under-utilized.
- Public funding structure is often based on how many library card holders are in the community.
- Libraries are the intellectual infrastructure of any municipality.
- Libraries and Unions share the same principles and values including equality, democracy, and access to information that empowers change.
- This builds cross-sectoral solidarity.

Resolutions Adopted At the 2015 CUPE National Convention

Resolution No. 217

CUPE National Will:

1. Survey all public library locals across Canada over the next two years and have them complete the index of precarious work developed by the Poverty and Employment Precarity in Southern Ontario (PEPSO); and
2. Analyze the results of this survey and determine the percentage of precarious workers in each bargaining unit; and
3. Survey all academic and school libraries as per above in the following two year period.

BARGAINING TRENDS **PART-TIME WORK**

Getting better deals for part-time workers

The number of CUPE members working in part-time jobs has grown in recent years, and it's been accompanied by increased bargaining activity around issues that concern part-timers.

In 2004, 30.6 per cent of CUPE members were part-time. The number has increased every year since. By the end of 2012, part-time membership had

grown to 32.2 per cent of approximately 627,000 members – meaning we now have 37,000 more part-time members than we did back in 2004.

Employers are turning to part-time workers because they can usually pay them less, they have little in the way of benefits, and other working conditions are inferior.

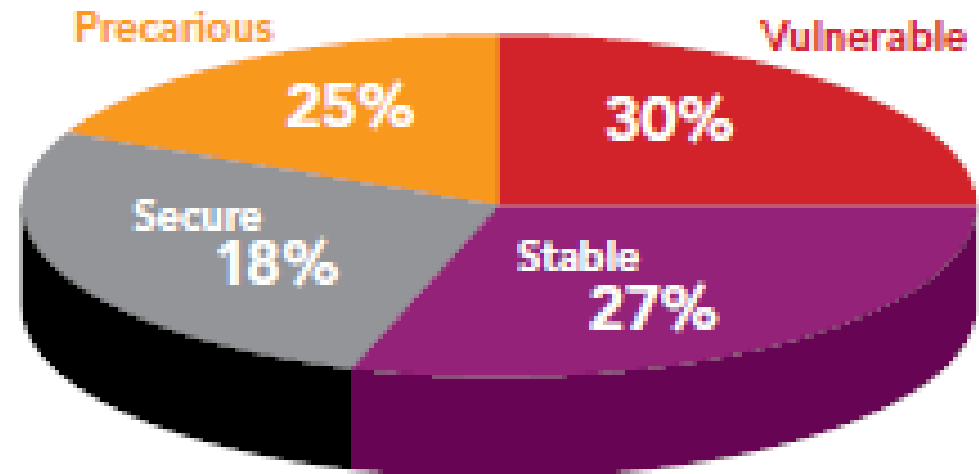
How have part-time workers in CUPE fared? Evidence suggests that our locals are responding to these changes and are bargaining on issues that matter to part-time members.

CUPE MEMBER SURVEY

In 2014 to give our union a better understanding of the union's demographics and diversity, as well as the degree to which its members face precarious work. Nearly 3,000 members representing all regions and sectors were polled.

This rich national level data from the survey has many stories to tell about our membership. We gained valuable insights into the wages, working conditions, and union involvement of our members from equality-seeking groups.

PRECARIOUS EMPLOYMENT



MOUNTING EVIDENCE

Headlines:

Court victory for Ontario couple sets new precedent for precarious workers

Judge hands Lawrence and Marilyn Keenan highest notice period ever awarded to contractors in Canada

Inspection blitzes needed to ensure vulnerable workers get paid: Editorial

Inspection blitzes succeed where individual claims don't in getting workers the pay they're owed. So why is Ontario's Ministry of Labour relying on unpaid workers to launch claims?

Victims left exposed in wage-theft war

Ministry inspections often a mightier tool in fight against workplace abuse, data shows.

Precarious work is now the new norm, United Way report says

More than half of GTA workers in temporary, contract or part-time jobs, United Way, McMaster University report finds.

Kathleen Wynne vows action on precarious work

Far too many workers are being failed by outdated employment laws, Ontario Premier Kathleen Wynne says.

PART TIME/FULL TIME DISPLACEMENT CLAUSE

Peterborough & Local 126 (inside workers)

18.10 Alternative Hours of Work

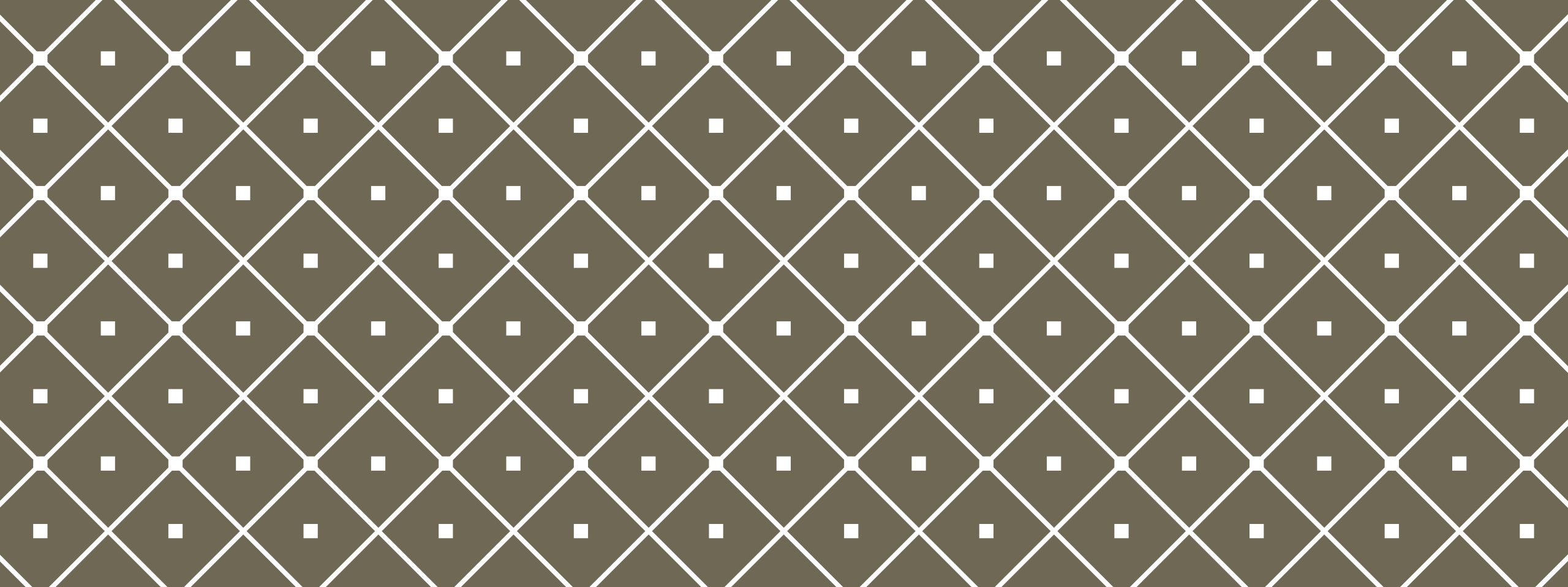
(g) No full-time position will be eliminated as a result of duties being assigned to one or more part-time positions through a change to the standard hours of work.

PEPSO, THE WORKERS ACTION CENTRE & OTHERS

The Poverty and Employment Precarity in Southern Ontario (or PEPSO) research alliance has done some important work. They can be found here: <https://pepso.ca>.

The Workers Action Centre has also done great work, which includes casework with members who have experienced ordeals with employers. They can be found here: <http://www.workersactioncentre.org>.

These are only two examples from the community and academic sector.



DATA

What do our collective agreements have?

PART TIME — MISCELLANEOUS PROVISIONS

This Table is a selection of major services across the province.

Local	Employer Name	CA Expiry	Provision	Option
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PART-TIME EMPLOYEES - EMPLOYEE BENEFITS	OTHER
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PART-TIME EMPLOYEES - PAID HOLIDAYS	% OF EARNINGS
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PART-TIME EMPLOYEES - PAID VACATIONS	% OF EARNINGS
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PART-TIME EMPLOYEES - SICK LEAVE	6% IN LIEU
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PART-TIME EMPLOYEES - WAGE PROGRESSION	START RATE = FT RATE PROGRESS BY HRS WKD
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PART-TIME EMPLOYEES- TIME= 1 YR SENIORIT	1820 HOURS WORKED
4705	THE NORTHERN ONTARIO LIBRARY SERVICE BOARD	2015-03-31	PART-TIME EMPLOYEES - EMPLOYEE BENEFITS	14% IN LIEU
4705	THE NORTHERN ONTARIO LIBRARY SERVICE BOARD	2015-03-31	PART-TIME EMPLOYEES - PAID VACATIONS	ON A PRO-RATA BASIS
4705	THE NORTHERN ONTARIO LIBRARY SERVICE BOARD	2015-03-31	PART-TIME EMPLOYEES - SICK LEAVE	14% IN LIEU
4705	THE NORTHERN ONTARIO LIBRARY SERVICE BOARD	2015-03-31	PART-TIME EMPLOYEES - WAGE PROGRESSION	START RATE = FT RATE PROGRESS BY HRS WKD
4705	THE NORTHERN ONTARIO LIBRARY SERVICE BOARD	2015-03-31	PART-TIME EMPLOYEES- TIME= 1 YR SENIORIT	1820 PAID HOURS
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PART-TIME EMPLOYEES - EMPLOYEE BENEFITS	OTHER
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PART-TIME EMPLOYEES - PAID HOLIDAYS	SAME AS FULL-TIME
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PART-TIME EMPLOYEES - PAID VACATIONS	% OF EARNINGS
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PART-TIME EMPLOYEES - SICK LEAVE	OTHER
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PART-TIME EMPLOYEES - WAGE PROGRESSION	START RATE = FT RATE PROGRESS BY HRS WKD
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PART-TIME EMPLOYEES- TIME= 1 YR SENIORIT	1750 HOURS WORKED
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PART-TIME EMPLOYEES - EMPLOYEE BENEFITS	ON A PRO-RATA BASIS
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PART-TIME EMPLOYEES - PAID HOLIDAYS	CANNOT BE DETERMINED
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PART-TIME EMPLOYEES - PAID VACATIONS	% OF EARNINGS
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PART-TIME EMPLOYEES - SICK LEAVE	ON A PRO-RATA BASIS
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PART-TIME EMPLOYEES - WAGE PROGRESSION	START RATE = FT RATE PROGRESS BY HRS WKD
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PART-TIME EMPLOYEES- TIME= 1 YR SENIORIT	SENIORITY EQUAL TO HOURS WORKED

BENEFITS

Taking Toronto as the example:

Although other contracts are equal or come close to Local 4948's, their collective agreement is largely superior.

Local	Employer Name	CA Expiry	Provision	Option
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	DENTAL PLAN TYPE	FULL PLAN COVERAGE & ORTHODONTIC SERVICE
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	DENTAL PLAN - EMPLOYER CONTRIBUTION	100%
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	EXTENDED HEALTH CARE - EMPLOYER CONTRIB.	100%
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	GROUP LIFE INSURANCE - AMOUNT OF BENEFIT	2 X ANNUAL SALARY
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	GROUP LIFE INSURANCE - EMPLOYER CONTRIB.	100%
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	GROUP LIFE INSURANCE - EXTENDED COVERAGE	A.D.& D. COVERAGE
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	LTD PLAN - AMOUNT OF BENEFITS	75%, MAX. \$4600 / MO. - TAXABLE
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	LTD PLAN - EMPLOYER CONTRIBUTION	100%
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	LTD PLAN - WAITING PERIOD	26 WEEKS
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	S.T.D. - DURATION & MIMIMUM BENEFIT	26 WEEKS DURATION - 75% MIN. BENEFIT
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	SICK LEAVE / WEEKLY INDEMNITY/SHORT TERM	STD - SELF-INSURED
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	STD - YEARS' SERVICE FOR MAXIMUM BENEFIT	10 YEARS' SERVICE
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	VISION CARE - AMOUNT OF ALLOWANCE	\$500 / 2 YEAR PERIOD
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	WIP OR STD - AMOUNT OF BENEFITS	% OF BENEFITS PRO-RATED TO YRS SERVICE
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	WIP OR STD -EMPLOYER CONTRIBUTION	SELF INSURED PLAN - (S.T.D.)
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	WIP OR STD - EFFECTIVE DAY & DURATION	NO WAITING PERIOD

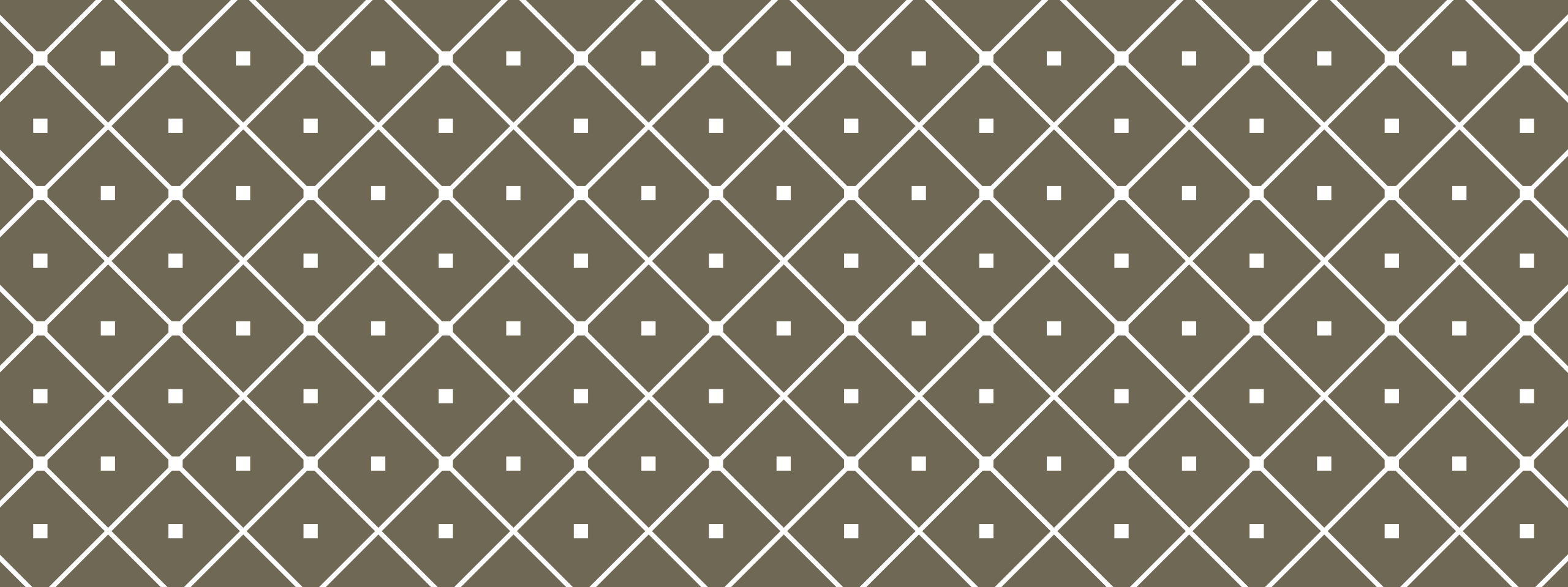
PREMIUMS

Premiums have been an evolving issue.

Traditionally, work on a Saturday or Sunday (the same goes for evening and overnight shifts) has been compensated in the form of a bump to a workers hourly wage.

More and more employers have been taking aim at this premium and in a workplace with more part-time workers, this can be even more of an issue.

Local	Employer Name	CA Expiry	Provision	Option
1776	BRAMPTON PUBLIC LIBRARY BOARD	2015-03-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	1.50 T PAY
181	BRANTFORD PUBLIC LIBRARY BOARD - Full Time	2015-03-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	OTHER
3251	CORNWALL PUBLIC LIBRARY	2015-12-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	TIME RATE PAYMENT
932	HAMILTON PUBLIC LIBRARY BD.	2016-12-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	TIME RATE PAYMENT
4366	MILTON PUBLIC LIBRARY BOARD	2015-03-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	1.50 T PAY
191	THE CITY OF KENORA PUBLIC LIBRARY BOARD	2015-12-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	OTHER
503	THE OTTAWA PUBLIC LIBRARY BOARD	2015-12-31	PREMIUM PAY FOR WORK ON SCHED. SUNDAY	1.50 T PAY
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PREMIUM PAY FOR WORK ON SCHED. SATURDAY	\$1.27 /HOUR



LANGUAGE RESOURCES

Specific items

CUPE RESOURCES

- CAIS:

The Collective Agreement Information System is a valuable database Staff Representatives and Researchers have access to.

- Kits:

CUPE produces items such as:

https://cupe.ca/sites/cupe/files/our_best_line_of_defence_2014.pdf

- Staff:

The Coordinator, Staff Representatives work together on bargaining and in between.

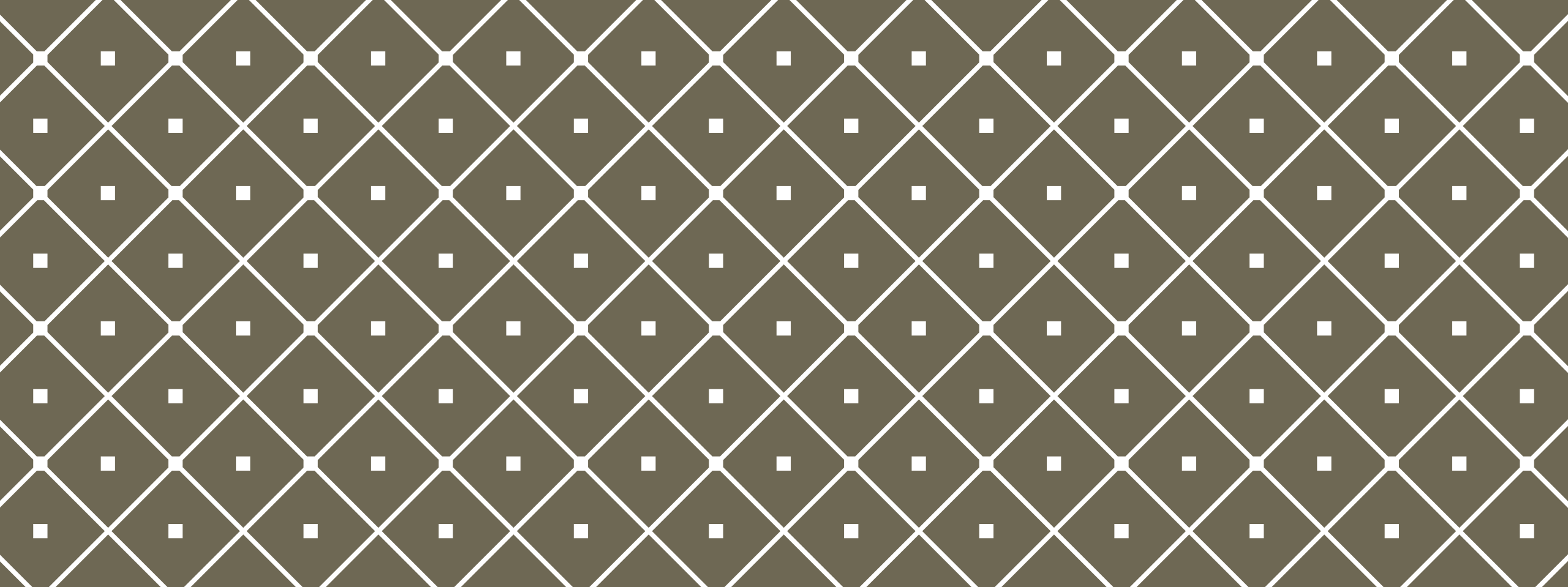
JOB SECURITY & HOURS OF WORK — WHAT CUPE 'CODES'

Historically CUPE has tracked both hours of work and job security issues.

This allows us to better view trends over time and locate breakthrough language.

However, what we have tracking capacity for intersects only with several criteria of 'precarious work'. For example:

- amalgamation/merger protection
- no elimination of classifications
- contracting-out
- technological changes



STAND UP FOR FAIRNESS

Language examples

STAND UP FOR FAIRNESS

CUPE has examples of collective agreement language:

There is sample collective agreement language that supports:

- ongoing member communication;
- clear language related to dues deduction and remittance;
- provisions in the event there are legislative changes to union financial disclosure, dues deduction and/or remittance.

We look at...

- Member Contact Information
- Orientation Sessions
- Access to Work-Site
- Bulletin Boards
- Union dues deduction and remittance
- Union release time
- Language in response to potential legislation

SUFF: MEMBER CONTACT

Contact information for employees in the bargaining unit (not just members) is essential to the democratic functioning of the union and required under law because the union has a statutory duty to represent all employees of the bargaining unit. If a union can't communicate with the employees in the bargaining unit it can't represent them.

Sample Language

XX.01 Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual) and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

SUFF: NEW MEMBER ORIENTATION

Building a relationship with our members starts from the day they start work.

Orientation sessions are important to sign up bargaining unit members to become local union members, collect contact information and orient the member to the benefits, rights and responsibility of the union and membership.

Sample Language

XX.01 Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

XX.02 New employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

XX.03 Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided an hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation.

The union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

XX.04 Notification of new hires

The Union shall be notified of the full name, position 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.

XX.05 Regular Staff Meetings

During any staff meeting, the Union will be provided an opportunity to make union announcements.

On a [*insert frequency i.e. monthly, quarterly*] basis, the Union will be provided an opportunity to hold a meeting with the employees in the bargaining unit at the conclusion of a staff meeting of the union's choosing or meetings if needed in order to meet with all departments. One (1) hour at the end of each respective meeting will be allowed for this purpose, without loss of pay to those in attendance. Those employees outside of the bargaining unit will not be in the room during the union's meeting.

SUFF: ACCESS TO WORK SITE

The ability to meet with our members in their workplace assists us in more direct and consistent contact with our members. Enshrining access to worksites is important.

Union access to all worksites during working hours will become even more vital if anti-union legislation that requires Union to directly collect dues or acquire authorizations is passed.

Sample Language

XX.01 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

XX.02 Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

SUFF: BULLETIN BOARDS

Having a predictable space in the workplace for members to access posted notices and information assists in building the Union profile in the workplace and is an important tool to share information.

These bulletin boards need to be in highly visible locations and controlled by the union.

Sample Language

XX.01 Union Bulletin Boards

The Employer will provide a union bulletin board in each worksite. In multi-floor buildings, a union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to employees.

The bulletin boards will be used solely for postings by the Union. The boards will have a glass or other locking cover and the Union will have the key.

SUFF: UNION DUES DEDUCTION & REMITTANCE

Anti-union legislation seeks to make it harder for our members to automatically remit their dues. The threat of some form of U.S. style “right-to-work” law or “paycheque protection” being introduced adds urgency for collective agreements to include strong dues deduction and remittance language.

While negotiating such language might not protect unions from all anti-union legislation, entrenching collective agreement language to remit union dues is an important line of defense in protecting our members' rights and interests.

Sample Language

XX.01 Union dues deduction and remittance

The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the [Union Secretary-Treasurer or if on direct remittance or if the local wishes to move to direct remittance - National Secretary-Treasurer of the Canadian Union of Public Employees] no later than the 10th day of the month following the one in which they were deducted.

XX.02 Dues supporting documentation

Along with the deductions, the Employer will provide: a completed Union dues remittance form, supplied the Union, and an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted. [If your local is on direct remittance of dues to National add -- The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.]

XX.03 Delay in remitting

For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus 2 per cent per month, or prorated if less than a month.

XX.04 T-4 slip

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

SUFF: LANGUAGE IN RESPONSE TO LEGISLATION

We have seen financial disclosure legislation federally and in some provinces. If such legislation passes into law, locals will be forced to spend time and resources tracking detailed financial expenditures and completing government documents for the information to be uploaded to a public website. Other legislative initiatives could require collecting dues and/or authorizations directly from members. This will require increased union time and may need additional disclosure of information from the employer to expedite the process.

Sample Language

XX.01 Information related to Legislative Disclosure

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.

XX.02 Leave with Pay for Compliance with Union Legal Disclosure Requirements

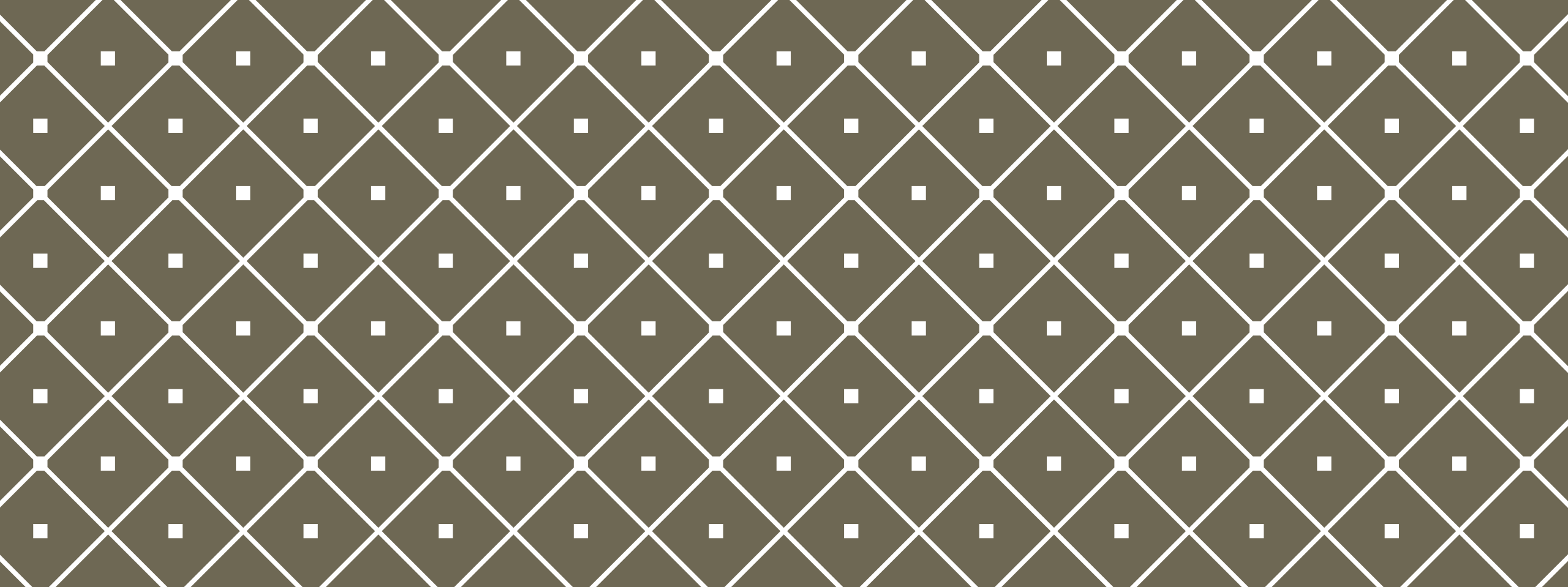
The Employer will grant leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

XX.03 Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:

A) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.

B) paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.



VIOLENCE & BULLYING IN THE WORKPLACE

Action, Resources & Language

CUPE'S DEFINITION

CUPE defines workplace violence as any incident in which an employee is threatened, assaulted or abused, causing physical or psychological harm. This includes threats, attempted or actual assault, application of force, verbal abuse or harassment.

Workplace is broadly defined. Violence and harassment can occur at functions and locations related to the workplace, such as conferences, training sessions, social gatherings, work travel, work email, a client's home or other work related situations.

The perpetrator or target can be:

- A supervisor, manager, board member or other employer representative.
- A co-worker.
- A client, patient, student or parent.
- A contractor, community member or other visitor or member of the public coming into the worksite.
- One person or a number of people.

LANGUAGE SAMPLE

CUPE Local 2462-00 & Community Living Espanola

The Employer and the Union agree that within sixty (60) days from the ratification date of this Agreement the Joint Occupational Health and Safety Committee will meet to jointly review the Employee Safety Manual re: workplace safety and violence.

The policies and procedures referred to above will form part of the Employer's Health and Safety Policy. Written policies will be provided to each employee.

The policies and procedures will include but not be limited to:

“Violence” means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.

It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behaviour that abuses, devalues or humiliates.

LANGUAGE SAMPLE

CUPE Locals 3447-00/3447-01 & Bruce Grey Catholic District School Board

Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Manager of Human Resources shall be made in advance whenever possible.

An employee shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, in crisis situations, which include, but are not limited to the hospitalization of family members, fire or violence within the home. Crisis shall be interpreted to mean a time of grave danger.

TOOLS: CHECKLISTS

Violence Hazard Assessment/Inspection checklist:

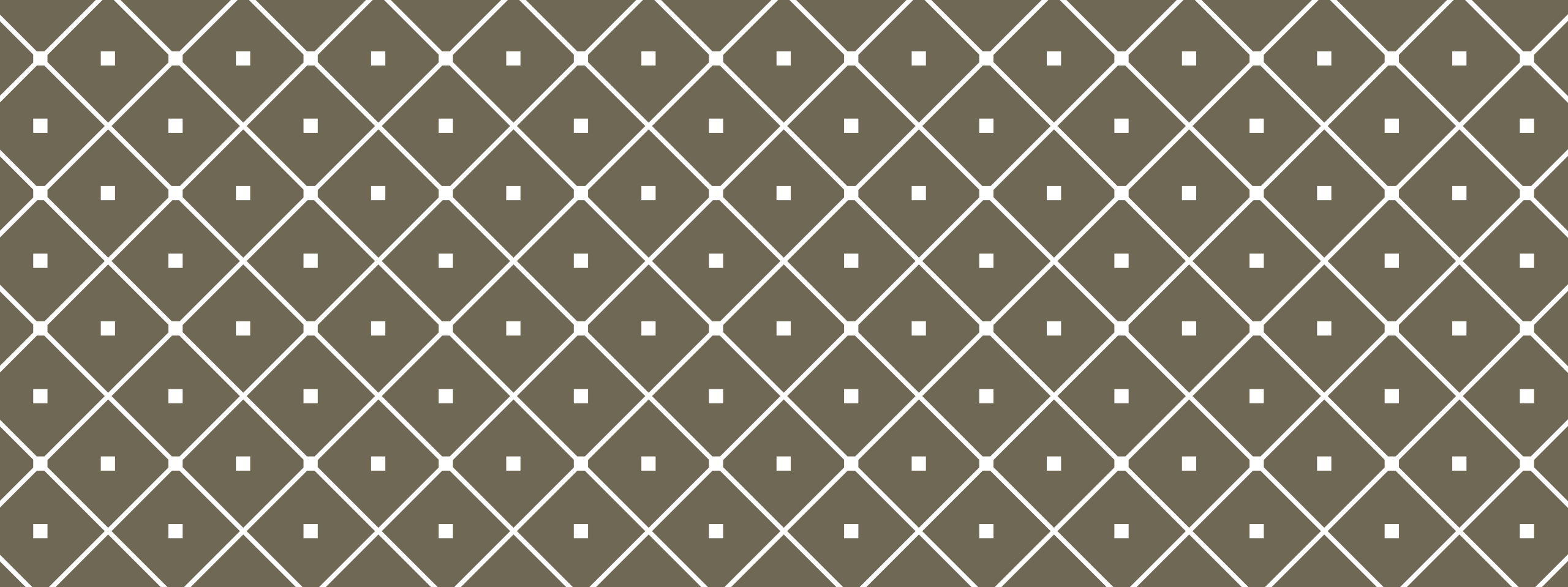
https://cupe.ca/sites/cupe/files/05_-_violence_hazard_assessment_and_inspection_checklist_-_final.pdf

Stop Harassment guide:

https://cupe.ca/sites/cupe/files/stop_harassment_guide.pdf

Response to a Violent Incident checklist:

https://cupe.ca/sites/cupe/files/13_-_checklist_-_response_to_violent_incident.pdf



SCHEDULING

City of Kenora Public Library
Board/CUPE Local 191 Example
& Part Time Scheduling

KENORA SCHEDULING — SPLIT SHIFT

Article 18 – Hours of Work - Split Shift:

Morning Shift: 9:00 a.m. to 12:00 p.m.

Evening Shift: 5:00 p.m. to 9:00 p.m.

It is agreed that no staff person will be required to work a split shift unless mutually agreed between the employee, employer and the union.

KENORA SCHEDULING — SATURDAY HOURS

Saturday Hours (Applies to Kenora Branch only)

- (i) All bargaining unit employees will be required to work a Saturday shift from 10:00 a.m. to 5:00 p.m. on a rotation basis
- (ii) When staff is scheduled to work on a Saturday, she will be given the preceding Monday as compensating time off (7 hours) prior to the Saturday worked, or an alternative date to be mutually agreed upon. The employee is to remain in the library and "on call" during their half (1/2) hour meal break period.
- (iii) The responsibility of replacement staff shall be the sole responsibility of the supervisor.
- (iv) It is further understood that the weekend after a scheduled vacation period is a part of the vacation period.

KENORA SCHEDULING — WORK ON SUNDAY

LoU RE: Sunday Hours

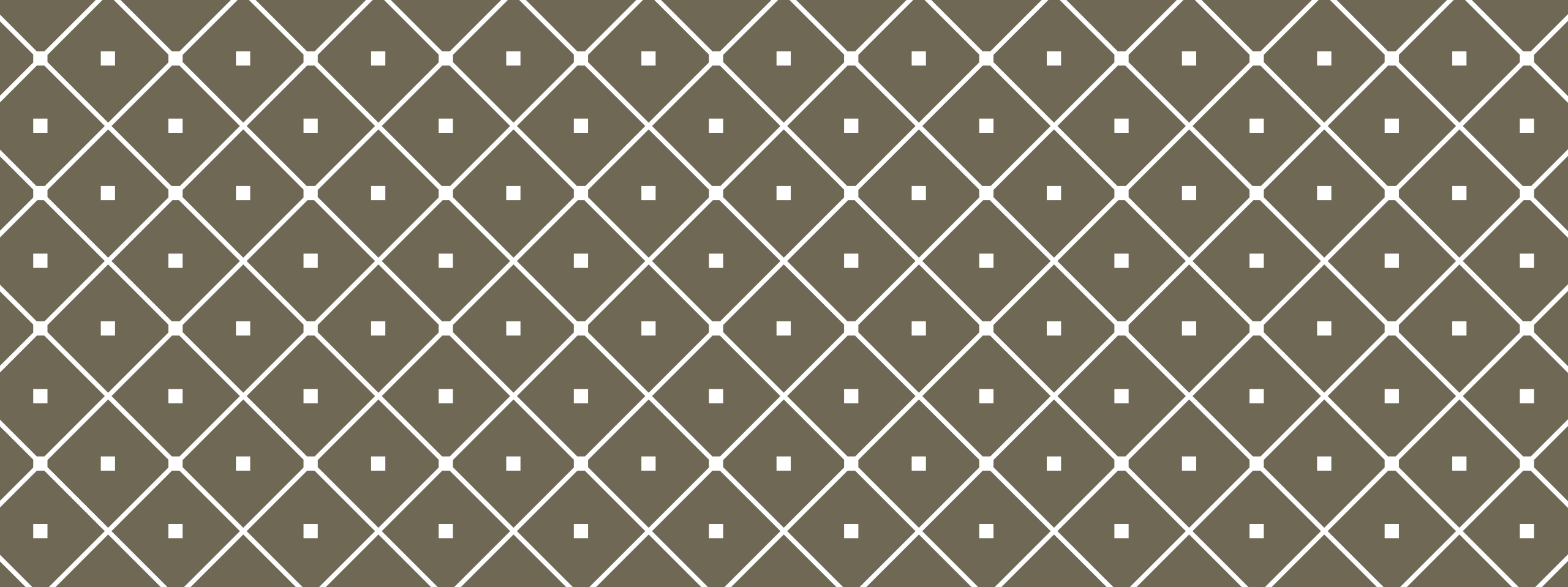
Notwithstanding Article 18.01 (a) Normal Hours of Work - Kenora Branch,

1. The parties agree that the Kenora Branch will open Sunday's for four (4) hours between September and mid-June.
2. The Sunday shift will be offered by seniority to the permanent part-time staff. If no permanent part-time staff accepts the additional shift, the Employer will then post a new four (4) hour position for the Sunday shift.
3. If a permanent part-time employee from the Keewatin branch accepts the Sunday shift, the summer shut-down of this shift will not be deemed a lay-off.

KENORA — SCHEDULE POSTING

LoU RE: Posting of Schedules

In order for staff to request the appropriate time off in their vacation requests, the Employer agrees to post the rotation of Saturday shifts for the next calendar year by December 15th and the summer and Christmas hours by February 15th. The Saturday Shift Schedule may be adjusted by mutual agreement to accommodate vacation and other scheduling issues.



ADDITIONAL LANGUAGE EXAMPLES

Volunteers & Staffing Levels

RESTRICTIONS ON NON-BARGAINING UNIT WORKERS

There does seem to be a focus on libraries and income support units.

Although there is not many examples out there, there is some language – particularly in this sector – that can be referenced.

Local	Employer Name	CA Expiry	Option
3565	AJAX PUBLIC LIBRARY BOARD (F.T.)	2014-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
3565	AJAX PUBLIC LIBRARY BOARD (P-T)	2014-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
181	BRANTFORD PUBLIC LIBRARY BOARD - Full Time	2015-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
181	BRANTFORD PUBLIC LIBRARY BOARD - Page Unit	2015-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
12	CHATHAM-KENT PUBLIC LIBRARY	2015-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
3045	GREENSTONE PUBLIC LIBRARY BOARD	2017-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
1946	GUELPH PUBLIC LIBRARY BOARD	2016-01-31	PROTECTION AGAINST VOLUNTEER WORKERS
217	LONDON PUBLIC LIBRARY	2015-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
905	MARKHAM PUBLIC LIBRARY	2016-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
905	NEWMARKET PUBLIC LIBRARY BOARD	2015-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
1833	PETERBOROUGH PUBLIC LIBRARY BOARD	2015-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
3506	PICKERING PUBLIC LIBRARY	2014-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
1785	SCUGOG MEMORIAL PUBLIC LIBRARY BOARD	2015-10-25	PROTECTION AGAINST VOLUNTEER WORKERS
503	THE OTTAWA PUBLIC LIBRARY BOARD	2015-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
905	THE TOWN OF GEORGINA PUBLIC LIBRARY BOARD	2015-03-31	PROTECTION AGAINST VOLUNTEER WORKERS
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
3120	THUNDER BAY PUBLIC LIBRARY BOARD	2014-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
1146	Woodstock Public Library Board	2014-12-31	PROTECTION AGAINST VOLUNTEER WORKERS
12	CHATHAM-KENT PUBLIC LIBRARY	2015-12-31	PROVISION EXISTS
3045	GREENSTONE PUBLIC LIBRARY BOARD	2017-12-31	PROVISION EXISTS
217	LONDON PUBLIC LIBRARY	2015-12-31	PROVISION EXISTS
1833	PETERBOROUGH PUBLIC LIBRARY BOARD	2015-12-31	PROVISION EXISTS
3506	PICKERING PUBLIC LIBRARY	2014-03-31	PROVISION EXISTS
503	THE OTTAWA PUBLIC LIBRARY BOARD	2015-12-31	PROVISION EXISTS
2067	THE WINDSOR PUBLIC LIBRARY	2015-12-31	PROVISION EXISTS
4948	TORONTO PUBLIC LIBRARY BOARD	2015-12-31	PROVISION EXISTS
1146	Woodstock Public Library Board	2014-12-31	PROVISION EXISTS

MINIMUM STAFFING & RATIOS

There are not many agreements that have this language.

Across CUPE structures there have been campaigns and battles to improve language and services on this issue. Take for example the Time to Care campaign.

Searching CUPE's collective agreement database in the (Ontario) municipal sector there was basically no results.

This conversation may have to be the starting point to better research and develop language and experience on this issue.

CORNWALL RATIO LANGUAGE

The Cornwall Public Library CUPE Local 3251-01

ARTICLE 6 - UNION SECURITY

6.07 Minimum Full-Time Employee Ratio

Effective when both parties have ratified a renewed collective agreement, the Employer shall be allowed to achieve by attrition to eventually maintain a ratio of at least fifty (50%) percent of all hours, excluding students, be held by full-time employees, including vacation and leave replacement, and including the following minimum number of fulltime employees in each of the following classifications:

- 1 full-time employee in clerk 5
- 3 full-time employees in clerk 4
- 3 full-time employees in clerk 3

The Employer shall, in advance of said changes resulting from this article, inform the Union and allow the Union to discuss the proposed changes.

SUMMING UP

Viewed one there is some truth to some of the canards around part time work. However, other more detailed studies contradict the notions that people are choosing this.

Let us remember whenever we look and examine numbers it's true they tell a story, but there's many stories to be told.

What about those that have full time work, but not permanent, or are on contract?

These are the discussions we need to continue to have.

Reasons for part-time work by sex and age group (Both sexes)				
	2015			
	Both sexes			
	Total	15-24	25-44	45 and over
	%			
Own illness	3.9	0.7	4.1	6.8
Caring for children	8.7	0.6	24.5	4.4
Other personal/family responsibilities	2.8	0.6	3.5	4.4
Going to school	28.9	71.9	11.8	1.0
Personal preference	27.1	5.3	16.3	55.8
Other voluntary	2.4	1.4	3.7	2.4
Other ¹	26.2	19.4	36.1	25.2
Total employed part-time (thousands)	3,387.3	1,187.3	943.0	1,257.0
% employed part-time ²	18.9	48.0	12.2	16.2

1. Includes business conditions and unable to find full-time work.

2. Expressed as a percentage of total employed.

Source: Statistics Canada, CANSIM, table [282-0014](#) and [282-0001](#) and Catalogue no [89F0133XIE](#).

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Thank you.

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