Hamilton
Public
Library

Collective Agreement

Between CUPE Local 932 and
The Hamilton Public Library Board

January 1, 2025 –
December 31, 2028

Table of Contents

Table of Contents 2

ARTICLE 1 – PREAMBLE 9
1.01 Intent and Purpose 9

ARTICLE 2 – MANAGEMENT RIGHTS 9
2.01 Management Rights 9

ARTICLE 3 - RECOGNITION AND SCOPE 10
3.01 Sole Agent 10
3.02 No Other Agreement 10
3.03 Right of Representation 10

ARTICLE 4 - UNION SECURITY 10
4.01 Deduction of Dues 10
4.02 Remission of Dues 11
4.03 Indemnification 11
4.04 Cessation of Dues Deduction 11
4.05 Stewards 11
4.06 Union Shop 12

ARTICLE 5 - RESPONSIBILITIES OF THE PARTIES AND EMPLOYEES 12
5.01 No Discrimination - Union Membership 12
5.02 Human Rights 12
5.03 Policies and Procedures 12
5.04 Union Responsibility - Membership Solicitation 12
5.05 Notification to Union 12
5.06 Inform New Employees 12
5.07 Library Board Minutes 13
5.08 Employee Data 13
5.09 Management Doing Bargaining Unit Work 13
5.10 Notice of Absence 13

ARTICLE 6 - NO STRIKES AND/OR LOCKOUTS 14
6.01 Illegal Strikes 14
6.02 Illegal Lockouts 14
6.03 No Discussion/Negotiation 14

ARTICLE 7 – DEFINITIONS 14
7.01 Librarian 14
7.02 Permanent Employee 14
7.03 Probationary Employee 14
7.04 Regular Part-time Employee 14
7.05 Call-in Employee 15
7.06 Call-in Employee Terms and Conditions 15
7.07 Contract Positions 16
7.08 Contract Employee - Probationary Period 17
7.09 Spouse 17
7.10 Days/Working Days 18

ARTICLE 8 - COMMITTEES 18
8.01 Union Negotiating Committee 18
8.02 Labour Management Committee 18
8.03 Grievance Committee 19
8.04 Joint Health and Safety Committee 19
8.05 Notification of Committee Members 19
8.06 Election of Employees for Committees 19

ARTICLE 9 - GRIEVANCE PROCEDURE 19
9.01 Union Stewards and Grievance Committee 19
9.02 Complaint Stage 20
9.03 Definition of Grievance 20
9.04 Group Grievance 20
9.05 Union/Employer Policy Grievance 20
9.06 Suspension/Discharge 21
9.07 Job-Related Grievances 21
9.08 Layoffs/Recalls 21
9.09 Grievance Administration 21

9.10 Grievance Procedure 22
9.11 Time Limits 23
9.12 Waiver of Grievance Steps 23
9.13 Decisions to Be Final and Binding 23
9.14 Correspondence Pertaining to Grievance Procedure 23

ARTICLE 10 - ARBITRATION 23
10.01 Single Arbitrator 23
10.02 Composition of Board of Arbitration 23
10.03 Failure to Appoint 24
10.04 Prohibition on Appointment 24
10.05 Board Procedures 24
10.06 Board Authority 24
10.07 Expenses of the Arbitration Board 24
10.08 Disagreement on Decision 24

ARTICLE 11 - SENIORITY 25
11.01 Definition of Seniority for Full-time and Part-time Employees 25
11.02 Purpose of Seniority 25
11.03 Probationary Periods 25
11.04 Extension of Probationary Period 25
11.05 Limitations on Probationary Employees 26
11.06 Seniority Rating 26
11.07 Identical Seniority Rating 26
11.08 Seniority Lists 26
11.09 Termination/Loss of Seniority 27
11.10 Temporary Assignment Outside the Bargaining Unit 27

ARTICLE 12 - JOB POSTINGS: PERMANENT AND CONTRACT POSITIONS 27
12.01 Posting Requirement 27
12.02 Notice of Posting 28
12.03 Selection of Successful Candidate 28
12.04 Deemed Eligibility 28
12.05 Selection from Outside the Bargaining Unit 28
12.06 Notification 29

12.07 Trial Period 29
12.08 Contract Positions 29
12.09 Protocols for Testing, Presentation and Interviews 30
12.10 Scheduling of Interviews 31
12.11 Exclusion to Consideration for Vacancy 31

ARTICLE 13 - PERMANENT LAYOFF, BUMPING AND RECALL 32
13.01 Definition of Layoff 32
13.02 Timing for Exercise of Bumping Rights 32
13.03 Contract Position: Determination of Seniority 32
13.04 Limitation on Bumping into Contract Position 32
13.05 Laid- off Employee who Obtains Contract Position 32
13.06 Layoff and Bumping Procedure for Permanent Employees 32
13.07 Recall of Laid-off Employees 33

ARTICLE 14 - HOURS OF WORK 34
14.01 Full-time Employees 34
14.02 Maintenance Employees 34
14.03 Digital Technology Employees 34
14.04 Part-time Employees 34
14.05 Sunday Work Requirements 35
14.06 Waiver of Restrictions 35
14.07 Sunday Compensation 36
14.08 Posted Schedules 36
14.09 Days Off 36
14.10 Breaks and Meal Breaks 36
14.11 Compensation for On-call 37
14.12 No Guarantee 37
14.13 Scheduling of Holiday Weekends 37
14.14 Split Shifts 38

ARTICLE 15 - OVERTIME 38
15.01 Defined Overtime 38
15.02 Lieu Time – Full-time Employees 38
15.03 Compensation 38

15.04 Additional Hours of Work 39
15.05 Clarification Re: Assignment of Extra Hours 40
15.06 No Pyramiding 40
15.07 No Layoff to Compensate for Hours Worked 40
15.08 Overtime Meal Allowance 40

ARTICLE 16 - VACATION 40
16.01 Vacation Year 40
16.02 Entitlement 41
16.03 Computation of Vacation Pay 43
16.04 Scheduling of Vacations 43
16.05 Vacation While Filling a Contract Position 45
16.06 Reinstatement of Vacation 46
16.07 Carry Forward 46
16.08 Termination after Vacation 47
16.09 Termination/Retirement before Vacation 47
16.10 Public Holiday Falling in Vacation Time 47
16.11 Earned Vacation on Death 47

ARTICLE 17 - HOLIDAYS 47
17.01 Employer Recognized Holidays 47
17.02 Holiday Falling on a Sunday 48
17.03 Full-time 48
17.04 Rate of Pay for Work on a Holiday 48

ARTICLE 18 - LEAVES OF ABSENCE 48
18.01 Bereavement Leave 48
18.02 Leave for Personal Reasons 49
18.03 Leave for Union Committees 50
18.04 Leave to Attend Employment-Related Seminars and Workshops 50
18.05 Jury or Court Witness Duties 50
18.06 Pregnancy/Parental/Family Responsibility Leave 50
18.07 Leave to Campaign for Public Office 51
18.08 Leave to Serve in Public Office 52
18.09 Citizenship Leave 52

18.10 Family Responsibility Leave 52
18.11 Leave for Union Business 53
18.12 Leave to Work Full-time for the Union 53
18.13 Domestic or Sexual Violence Leave 53

ARTICLE 19 - LEAVES DUE TO ILLNESS 53
19.01 Employee who is Injured 53
19.02 Sick Pay/Medical Verification 53
19.03 E.I. Rebates 53
19.04 Transfer of Sick Leave Benefits 54
19.05 Preventive Medicine 54
19.06 Annual Report 55

ARTICLE 20 - WELFARE BENEFITS 55
20.01 Benefits and Employer Contribution (Full-time) 55
20.02 Benefits and Employer Contribution (Regular Part-time) 56
20.03 Pension 57
20.04 Retirement 57
20.05 Short Term Income Protection Plan and Long Term Disability 57
20.06 Limitation of Liability 57
20.07 Change of Carrier 58

ARTICLE 21 - COMPENSATION 58
21.01 Salaries 58
21.02 Anniversary Date and Increment for Full-time Employees hired before October 1st 58
21.03 Anniversary Date and Increment for Full-time Employees hired after October 1st 58
21.04 New Employee's Rate of Pay/Merit Increase 58
21.05 Rate of Pay on Promotion 58
21.06 Rate of Pay Limitations 59

ARTICLE 22 - GENERAL 59
22.01 Validity of Agreement 59
22.02 Printing of Agreement 59
22.03 Correspondence 59
22.04 Duties Assigned to Library Pages 59

22.05 Employee Development 60
22.06 Steward Present at Disciplinary Meeting 60
22.07 Emergency Incidents Reports 60
22.08 Personnel Files 60
22.09 Picket Lines 61
22.10 Meal Allowance 61
22.11 Emergency Closure 61

ARTICLE 23 - TECHNOLOGICAL CHANGE AND CONTRACTING OUT 61
23.01 Technological Change 61
23.02 Contracting Out 62

ARTICLE 24 - TERM 63
24.01 Duration of Agreement 63
24.02 Retroactivity 63

APPENDIX A: Hamilton Public Library – Rates for CUPE 932 65

APPENDIX B: Short Term Income Protection Plan for Full-time Employees 67

APPENDIX C: Short Term Income Protection Plan: Eligible Part-time Employees 73

LETTERS OF UNDERSTANDING 77
Letter of Understanding: Working Alone 77
Letter of Understanding: Accommodated Workers 77
Letter of Understanding: Volunteers 77
Letter of Understanding: Retiree Benefits 77
Letter of Understanding: Retirement Protocol 78
Letter of Understanding: Benefit Continuation for Full-time Staff on Income Protection 78
Wage Settlement 80

INDEX 73

ARTICLE 1 – PREAMBLE

1.01 Intent and Purpose

It is the intent and purpose of this Collective Agreement to:

a) Establish collective bargaining relations between the Employer and the Union;

b) Provide an orderly procedure for the equitable disposition of grievances;

c) Establish mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement;

d) Encourage efficiency in operations; and

e) Recognize the rights of the Employer and the functions of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Except as specifically abridged, delegated, granted or modified by this Agreement, it is the exclusive right and power of the Employer:

a) To maintain order, discipline and efficiency;

b) To hire, retire, assign, direct, promote, demote, classify, transfer, evaluate, layoff, recall, schedule vacations and to discipline or discharge any probationary employee for any reason satisfactory to the Employer and to discipline or discharge permanent employees for just cause;

c) To determine the nature and kind of business conducted by the Employer, the services to be offered, the kinds and locations of equipment and materials to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the standard of performance, the extension, limitation, curtailment or cessation of operation or any part;

d) To establish and enforce rules, policies and/or procedures to be observed by the employees; and

e) To determine and exercise all other functions and prerogatives, which shall remain solely with the Employer except as specifically, limited by the express provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 Sole Agent

The Union is the sole collective bargaining agent for all employees of the Employer save and except Coordinators (Technical Services and Extension Services), Managers, persons above the rank of Manager, Infrastructure Administrators, contract employees defined under Article 7 , employees employed in the Human Resources Department, confidential secretaries, security guards, Library pages, casual part-time helpers and students employed during the school vacation period.

3.02 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement except by the mutual consent of the Union and the Employer.

3.03 Right of Representation

a) **Outside Assistance**

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 with the Employer with respect to its rights/obligations under the Collective Agreement. Similarly, the Employer shall have the right any time to have the assistance of an outside representative in such instances.

b) **Assistance in Grievance Procedures and Negotiations**

The Parties to this Agreement may have the assistance of any representative or other authorized agent as they may request at Step Two (2) of the Grievance Procedure and thereafter, or in Negotiations in accordance with Article 24.01 Duration of Agreement. A minimum of two (2) weeks' notice must be provided.

ARTICLE 4 - UNION SECURITY

4.01 Deduction of Dues

During the lifetime of this Agreement, the Employer agrees to deduct an amount equal to the regular monthly Union dues established in accordance with the Constitution and Bylaws of

the Union from the pay in each calendar month of employees who are covered by this Agreement.

4.02 Remission of Dues

All deductions shall be forwarded to the Treasurer of the Union on a monthly basis, along with a list of the employees from whom the deduction was made.

4.03 Indemnification

The Union agrees to save harmless the Employer from any action, any claim or any other proceeding, including costs, which may arise from the application of this Article.

4.04 Cessation of Dues Deduction

If an employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period. This Article does not apply to union leave or union employment or in cases where the Employer is being reimbursed by a third party.

4.05 Stewards

In addition to the President and Vice-President's ability to act as Steward, the Employer shall recognize up to sixteen (16) Stewards for locations. The selection of employees as Stewards shall not negatively affect the operations of the Employer. The Union may substitute a seniority employee in place of a Steward to provide representation when deemed appropriate and necessary by the Union.

The Union understands and agrees that Stewards are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement. Moreover, a Steward may leave their work to assist an employee provided that:

a) They obtain the consent of their Manager/Designate before leaving and report to their Manager/Designate upon returning to work; and

b) They are absent no longer than is reasonably necessary on an issue that must reasonably be dealt with during working hours.

The consent specified above in paragraph (a) shall not be unreasonably withheld or delayed. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

4.06 Union Shop

It shall be a condition of employment for employees to join the Union and remain in good standing.

ARTICLE 5 - RESPONSIBILITIES OF THE PARTIES AND EMPLOYEES

5.01 No Discrimination - Union Membership

The Employer and the Union agree that there shall be no discrimination, favour, interference, restriction or coercion exercised or practiced with respect to any employee with respect to membership in the Union subject to the Ontario *Labour Relations Act, 1995* as amended.

5.02 Human Rights

The Employer and the Union agree that they will abide by the provisions of the Ontario *Human Rights Code* and any successor legislation. This includes the accommodation of employees who are disabled within the meaning of the *Code*. Should these obligations be altered by statute, the Employer and Union will meet to discuss the ramifications of such changes.

5.03 Policies and Procedures

All employees must observe the Employer's Policies and Procedures. A copy shall be kept current and posted on the Employer's internal website. In addition, a hard copy of Emergency Policies and Procedures shall be kept at each location.

5.04 Union Responsibility - Membership Solicitation

The Union agrees that there will be no membership solicitation during working hours except as provided in this Collective Agreement. Working hours do not include negotiated rest periods and lunch breaks.

5.05 Notification to Union

The Employer shall notify the Union of the Employer's decision within seven (7) calendar days of all layoffs, promotions, recalls, demotions, hires, terminations, and redundancies and job postings.

5.06 Inform New Employees

The Employer will notify new employees that a Union agreement is in effect and provide them with the name of their Steward or if a Steward is not available, then the Lead Steward, a copy of this Collective Agreement, and a union orientation package

on starting employment.

5.07 Library Board Minutes

The Employer agrees that all non-confidential Board minutes and rules adopted by the Library Board will be posted on the Employer's website.

5.08 Employee Data

a) **New Employees**

The Employer shall provide the Union with the following information within five (5) calendar days of the starting date of a new employee provided the employee does not object to its release: the employee's name, address, department or branch at which employed, starting date and classification and salary level at which the employee started and in the case of a contract employee, both the starting date and termination date. The Union and its members save the Employer harmless by the release of this information.

b) **List of Employees**

The Employer shall provide annually to the Union a list of all bargaining unit employees, including call-in employees, specifying the employee's name, address, telephone number and status (*i.e*. full-time, part-time, call-in, *etc*.), provided the employee does not object to its release. The Union and its members save the Employer harmless by the release of this information.

5.09 Management Doing Bargaining Unit Work

Employees excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the layoff or discharge of such employees.

5.10 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact their immediate Manager, Duty Manager, or Sunday Supervisor, or the individual otherwise specified by the Manager, personally or by phone, email, voice mail, or text message as far in advance as possible and a minimum of sixty (60) minutes prior to the start of their shift, giving the reason they are unable to attend work, the date of their expected return, and the details as to where they can be contacted during their absence. If the employee cannot contact their Manager they must advise the Employer as soon as possible with an explanation for the delay that is acceptable to the Employer. If requested, an employee must substantiate the reasons for the absence.

ARTICLE 6 - NO STRIKES AND/OR LOCKOUTS

6.01 Illegal Strikes

No employee shall take part in or call or encourage any illegal strikes, sit-downs, slow-downs, or any suspension of work against the Employer that shall in any way affect the operations of the Employer.

6.02 Illegal Lockouts

The Employer agrees that during the term of this Agreement, there is to be no illegal lockout of employees.

6.03 No Discussion/Negotiation

Should there be any violation of any of the subsections of this Article, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed.

ARTICLE 7 – DEFINITIONS

7.01 Librarian

A Librarian is defined as an employee possessing a Master of Library and Information Sciences (MLIS), or a degree that is widely recognized as equivalent to an MLIS degree. The possession of an MLIS degree or equivalent does not entitle such employee to the benefits as outlined in the Collective Agreement for Librarian, unless the employee is employed in the capacity of a Librarian.

7.02 Permanent Employee

A permanent employee means a full-time, regular part-time or call-in employee who has successfully completed the required probationary period or in the case of a contract employee hired under Article 7.07, has completed their term during which they have completed the required probationary period as per 7.08.

7.03 Probationary Employee

A probationary employee is a full-time, regular part-time or call-in employee who has not completed the required probationary period.

7.04 Regular Part-time Employee

A regular part-time employee is an employee hired to fill a posted permanent part-time

position and is regularly pre-scheduled to work.

7.05 Call-in Employee

A call-in employee is an employee who is available to work on an on-call basis and who has the right to refuse to accept a work assignment request subject to Article 11.09 g).

7.06 Call-in Employee Terms and Conditions

a) Eligibility

(i) Call-in staff is specifically hired for the call-in list. Former employees can apply for a position on the call-in list and are considered a new hire for seniority and other purposes.

(ii) Employees currently on lay off and who have recall rights can also apply for a position on the call-in list and shall retain their seniority until such time that their recall rights expire. In such a case they shall be credited with seniority based on the number of hours worked as call-in. Current employees, excluding those on layoff as specified above, are not eligible to be on the call-in list.

b) Employees on the call-in list must specify which locations they are willing to work. They will be notified about work assignments only at these locations.

c) The scheduling restrictions as set out in Article 14 do not apply to employees on the call-i n list, unless specifically indicated.

d) Rates of Pay for call-in

Cleaner/Clerical/Shipping	Grade A (step 1)
Custodial/Circulation	Grade B (step 1)
Information Clerk	Grade C (step 1)
Bookmobile Driver	Grade D (step 1)
Librarian Assistant	Grade D (step 1)
Librarian	Grade E (step 1)

e) Call-in staff receive vacation pay consistent with the Ontario *Employment Standards Act*, payable each pay period. Their entitlement to paid statutory holidays shall be governed by the Ontario *Employment Standards Act.*

f) Call-in staff is not entitled to any paid leaves under Article 18, overtime under Article 15, sick pay, or any of the benefits under the Collective Agreement.

g) In the event of a conflict between a provision in this Article 7.06 and the

Collective Agreement, this Article 7.06 shall prevail.

h) Call-in staff are required to provide biweekly availability. In addition, call-in staff are required to provide a minimum availability of two (2) Saturday shifts per month. Call-in employees must be available and able to work one (1) Sunday per calendar month plus four (4) additional Sundays in a calendar year as determined by the Employer.

i) Call-In staff who do not complete biweekly availability requirements will be considered available for the purposes of accepting call-in shifts, subject to 11.09 (g).

7.07 Contract Positions

a) Contract positions are either temporary or created by a grant with an expected duration of twelve (12) calendar months or less. Contract positions with an expected duration in excess of one hundred and twenty (120) days shall be posted internally, subject to paragraph (b) below.

b) If the contract position is the result of a grant, the terms of the grant prevail in the event of a conflict between the terms of the grant and the provisions of this Collective Agreement. (For example, the terms of the grant may preclude internal posting of the position or establish a specified wage rate.)

c) An employee in a contract position in excess of the time periods set out in paragraph (a) above, shall become a member of the bargaining unit, if not already a member of the bargaining unit prior to the start of the contract position and shall be entitled to the rights of the Collective Agreement subject to the limitations set out in this Article.

d) The cessation or expiry of a contract position shall not be the subject of any grievance (*i.e.* individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours.

e) In the event that a contract employee becomes a bargaining unit employee pursuant to paragraph (c) above, upon completion of the contract term, the employee shall be transferred to the call-in list subject to the following requirements:

    (i) The employee has successfully completed probation; and

    (ii) They have not successfully bid on a full-time or regular part-time position.

In this case, the employee will be credited on a pro-rated basis with seniority for their time worked and will continue to accumulate seniority as do other call-in employees for the purpose of bidding on jobs.

f) Bargaining unit employees who assume contract positions shall still be considered bargaining unit employees and shall have all the rights and privileges under the Collective Agreement that they held prior to assuming the contract position, subject to paragraph (d) above.

g) If a member of the bargaining unit fills the contract position, once the position is completed, all seniority employees who have filled positions in the chain shall return to their previous positions, if they exist.

h) The incumbent will be notified within seven (7) days of the end date, if there is an extension.

i) Where a regular part-time employee assumes a full-time contract position excluding grant positions, the employee may be eligible for benefits as follows:

(i) From the commencement of the contract where the contract is known to be of a duration of twelve (12) months or more;

(ii) In the case of a six (6) month contract that is extended for three (3) or more months, benefits shall commence at the point of the extension.

7.08 Contract Employee - Probationary Period

The period of time worked as a contract employee shall in no case count towards the completion of any probationary period. In the event that a contract employee is either hired into a bargaining unit position within thirty (30) calendar days from the end of their contract period or becomes a bargaining unit employee pursuant to Article 7.07 c) they will be required to serve a complete probationary period as set out in Article 11.03. If successfully completed, the employee will then be credited with seniority dating back to the commencement of their contract period.

7.09 Spouse

Spouse is defined as a person with whom the employee has a conjugal relationship of twelve (12) months or more regardless of sexual orientation and/or gender identity. This definition shall apply to all articles of this Agreement. It shall determine the definition of all other familial relationships referred to in this agreement, including, but not restricted to the definition of "child" which shall include the employee's spouse's child and the definition of "in-law" which shall include equivalent relationships flowing from

conjugal relationships.

This definition is intended to ensure that employees in any conjugal relationship, are treated in the same manner, in all respects. The employee shall supply any requested information to support the entitlement under this clause. Any ambiguity in any part of this Agreement shall be interpreted within the spirit and intent of this clause.

7.10 Days/Working Days

Wherever the words “days” or “working days” appear they shall exclude Saturday, Sundays and/or Statutory Holidays.

Language to come into force on January 1, 2028:

Except as otherwise prescribed, Working Days refers to all calendar days with the exclusion of statutory holidays.

ARTICLE 8 - COMMITTEES

8.01 Union Negotiating Committee

The function of the Negotiating Committee shall be in accordance with Article 24.01 Duration of Agreement.

The Union Negotiating Committee shall consist of up to four (4) seniority employees as well as a representative of the Union. In addition the Union President and Vice-President may participate as members of this Committee.

8.02 Labour Management Committee

The Union may elect up to four (4) seniority employees to the Labour Management Committee from among employees in the bargaining unit, one of who shall be the President. The selection of employees must not unduly affect the provision of services. There shall be up to four (4) members from Management on the Committee, who shall include the Chief Executive Officer/Designate and the Director of Human Resources/Designate.

The function of this Committee shall be to discuss labour relations matters of mutual concern to the parties. The Committee shall not deal with any issues/matters over which any other Employer/Union Committee has jurisdiction. The Committee’s role is to make non-binding recommendations to the Employer and the Local Union with respect to matters which fall within its purview.

The Committee will meet on an as needed basis on a date mutually agreed to up to ten (10) times per year. The parties shall try to hold such a meeting within seven (7) days of the request by either party, but no later than fourteen (14) days. A quorum is a minimum of two

(2) representatives from each side.

It is the responsibility of the Chairperson to draw up the agenda, to be a coordinator for the Committee, to use their chairpersonship impartially and for the purpose of ensuring a smooth, effective meeting. This person is to be selected alternately from the Union and Management, each party to be responsible for selecting the Chairperson; their appointment to be of three (3) consecutive meetings.

Within five (5) days of the scheduled meetings, the notice, agenda and minutes of the previous meeting will be sent to each committee member by Human Resources. A Management representative shall record minutes of the meeting. References shall only be made to Management and the Union; individual speakers shall not be identified in the minutes. The minutes shall be approved by the joint Chairpersons prior to being distributed to the members of the Committee.

8.03 Grievance Committee

A Grievance Committee shall be made up of four (4) seniority employees. The function of this Committee shall be to present grievances and to participate in the grievance procedures as outlined in Article 9.

8.04 Joint Health and Safety Committee

The Parties shall establish Joint Occupational Health and Safety Committee(s) in accordance with the Ontario *Occupational Health and Safety Act*.

8.05 Notification of Committee Members

The parties shall notify each other of the names of their representatives on the various committees established under this Collective Agreement.

8.06 Election of Employees for Committees

The selection of employees for committees shall not negatively affect the operations of the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Union Stewards and Grievance Committee

No more than three (3) employees, including the Lead Steward, will be present at any meeting with the Employer during regular work hours.

It is understood that an employee has the right to union representation throughout the complaint, grievance and mediation procedures. A Steward may represent an employee

who is not in their assigned department(s)/area(s) if a need arises and no other Steward is available, provided the Steward receives permission from their Manager or designate in accordance with Article 4.05.

9.02 Complaint Stage

It is the mutual desire of the Parties that the complaints of employees shall be adjusted as quickly as possible. An employee who has a complaintmust bring that complaint to the attention of the immediate Manager within five (5) working days of when the employee became or ought reasonably to have become aware of the occurrence that gave rise to the complaint. It is understood that no employee has a grievance until the immediate Manager has been given an opportunity to adjust the complaint and verbally reply, which shall be a maximum of three (3) working days from the presentation of the complaint.

9.03 Definition of Grievance

A grievance shall be defined as an unresolved complaint regarding the interpretation, application, administration or alleged violation of the terms of this Collective Agreement, and in the case of a permanent employee, a complaint that they have been disciplined or discharged without just cause.

9.04 Group Grievance

Should two (2) or more employees have similar grievances resulting from the same incident, then it may be grieved as one grievance through the grievance procedure. If the grievors are from the same department, the grievance shall commence at Step 1. If they are from different departments, the grievance shall commence at Step 2.

9.05 Union/Employer Policy Grievance

A policy grievance is defined as involving a question of general application or interpretation of the terms of this Agreement and which because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee or a group grievance.

The Union shall discuss any complaint relating to this Collective Agreement with the Director of Human Resources/Designate and if the complaint cannot be settled in this discussion, the Union may take the matter further by filing a grievance as set out below.

The grievance shall be filed in writing within ten (10) days of the initial circumstances giving rise to the complaint and shall be taken up at Step 3 of the grievance procedure. In the case of an Employer policy grievance, it shall be filed with the Union as per Article 22.03.

9.06 Suspension/Discharge

With the exception of probationary employees, if an employee is suspended or discharged, they shall be informed as soon as reasonably possible, but by the next working day, in writing, of the reason for such suspension or discharge, and a copy shall be sent to the Union as prescribed in Article 22.03.

If the Union feels that such an employee has been unjustly suspended or discharged, it shall deliver a grievance within seven (7) days after such suspension or discharge and the grievance shall be taken up at Step 2 of the grievance procedure.

9.07 Job-Related Grievances

The processing of job-related grievances shall be directed to the immediate Manager to whom the employee normally reports. In the case of a grievance arising from a job selection interview, then the grievance shall begin at Step 2.

9.08 Layoffs/Recalls

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

9.09 Grievance Administration

a) Grievance Form

(i) Without prejudice, a written description of the circumstances giving rise to the complaint;

(ii) The Article(s) of the Collective Agreement alleged to have been violated, misapplied, or misinterpreted;

(iii) The relief or remedy sought;

(iv) Signed by the Union;

(v) Dated; and

(vi) On a form supplied by the Union.

b) Employer Grievance

An Employer grievance shall contain the information set out above in subparagraphs (i), (ii), (iii), and (v), shall be signed by the CEO and on a form generated by the Employer.

c) Improperly Completed Grievance

The receiving party has the right to refuse to accept a grievance which has not been completed properly, failing which, the grievance shall be deemed to be properly constituted.

9.10 Grievance Procedure

a) Step 1

Subject to having completed the mandatory Complaint Stage set out in Article 9.02, if the Manager's reply is not satisfactory to the employee, a written grievance in the form specified in Article 9.09 may be given to the employee's Manager within five (5) days of the employee's receipt of the Manager's reply. The Manager shall provide a written reply within ten (10) days.

b) Step 2

If the Union is not satisfied with the response, it shall deliver the grievance by hand or by registered mail to the Director of Human Resources/Designate within five (5) days from the Union's receipt of the response. The Director of Human Resources/Designate and the Chief Executive Officer ("CEO")/Designate shall meet with the Union's Grievance Committee, and the Union's National Representative, if requested by the Union, within five (5) days of the Director of Human Resources/Designate's receipt of the grievance.

The Employer shall provide a response to the Union within five (5) days of the meeting if the grievance had commenced at Step 1, or ten (10) days of the meeting, if the grievance had commenced at Step 2.

c) Step 3

If the Union is not satisfied with the response, then the Union may notify the Director of Human Resources within twenty (20) working days of its receipt of the response that it wishes to proceed to arbitration.

d) Mediation

Where the parties agree, a grievance that has been referred to arbitration can be mediated by a Grievance Settlement Officer ("GSO"), chosen by the parties. If the parties cannot agree on a GSO within ten (10) days, Gerry Lee or a mutually agreed upon alternate shall be designated as GSO. The parties shall each pay one-half (1/2) the costs of the GSO.

9.11 Time Limits

The time limits relative to Grievance Procedure and Arbitration under Article 9 and Article 10 are mandatory and not simply directory, unless otherwise agreed to in writing between the Parties. It is agreed that failure to process a grievance or an arbitration case within the appropriate time limits set out will be an absolute bar to further proceedings, and in such cases the grievance will be forfeited and deemed to have been abandoned. Time limits may be mutually extended in writing.

9.12 Waiver of Grievance Steps

Any step of the grievance procedure may be waived by mutual agreement in writing between the Employer and the Union.

9.13 Decisions to Be Final and Binding

Decisions arrived at between the Employer and the Union on the disposition of any specific employee(s), Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee(s) concerned.

9.14 Correspondence Pertaining to Grievance Procedure

All correspondence pertaining to the grievance procedure shall be in writing and forwarded to the Grievor and to the Union as prescribed in Article 22.03 and to the Director of Human Resources.

ARTICLE 10 - ARBITRATION

10.01 Single Arbitrator

It is understood between the parties that a single arbitration process shall be used unless either party decides to proceed to arbitration with a Board of Arbitration as outlined for in Article 10.02.

10.02 Composition of Board of Arbitration

If either party decides that a grievance be submitted to an arbitration board, the decision shall be made by registered mail or personal service addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within ten (10) working days thereafter, the other party shall answer by registered mail or personal service indicating the name and address of its nominee to the Arbitration Board. Such notices shall be sent to the Director of Human Resources/Designate in the case of the Employer and to the President and the Lead Steward in the case of the Union.

10.03 Failure to Appoint

If the recipient of a notice for arbitration fails to respond, fails to nominate a nominee, or if the two (2) nominees fail to agree upon a Chairperson within one (1) month of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

10.04 Prohibition on Appointment

No person shall be appointed as an arbitrator/member of a board of arbitration who has been involved in any attempt to settle the grievance, or who has acted as a paid agent or legal counsel for either party.

10.05 Board Procedures

The procedures of the Board of Arbitration shall be as determined by the Ontario *Labour Relations Act*.

10.06 Board Authority

The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Collective Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

10.07 Expenses of the Arbitration Board

Each party shall pay:

a) The costs of the nominee it appoints.

b) One-half (½) the costs of the Chairperson.

10.08 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator/board's decision, either party may within ten (10) days of receipt of the decision apply to the arbitrator/board to reconvene a hearing to clarify the decision. The requesting party must provide the other party with a copy of the application on the day that the application is made.

ARTICLE 11 - SENIORITY

11.01 Definition of Seniority for Full-time and Part-time Employees

a) Seniority means the length of service with the Employer in a bargaining unit position calculated from the date upon which the employee last commenced employment with the Employer.

b) Call-in employees shall be calculated on the basis of one (1) hour seniority for each hour worked.

11.02 Purpose of Seniority

Seniority as defined by (a) and (b) shall apply to the following purposes:

a) Layoff

b) Recall

c) Job promotion

d) Vacation where specified in Article 16

e) Scheduling of Holiday Weekends as set out in article 14.13.

11.03 Probationary Periods

a) Regular Full-time Employees

Newly hired full-time employees shall be on a probationary period for a term of ninety (90) working days from their date of hire as a full-time employee.

b) Regular Part-time and Call-in Employees

Newly hired regular part-time and call-in employees shall be on a probationary period for a term of six-hundred (600) hours paid from their date of hire.

11.04 Extension of Probationary Period

a) Regular Full-time Employees

The Employer may extend the probationary period a further forty (40) days actually worked and the employee and the Union shall be

advised.

b) Regular Part-time and Call-in Employees

The Employer may extend the probationary period a further one hundred and sixty (160) hours actually worked and the employee and the Union shall be advised.

11.05 Limitations on Probationary Employees

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except the right to grieve their discharge. The employment of probationary employees may be terminated at any time during the probationary period without recourse of that employee to the Union or to the Grievance Procedure.

11.06 Seniority Rating

Upon successful completion of the probationary period, seniority shall be calculated in accordance with Articles 11.01 and 11.02. The period of time worked by a contract employee will be recognized pursuant to Article 7.07.

11.07 Identical Seniority Rating

In the event that two employees have identical seniority, the following shall apply in descending order:

a) The employee presently in the higher classification shall be considered the senior employee;

b) The employee hired into a higher classification shall be considered the senior employee;

c) The seniority ranking shall be decided by a coin toss.

11.08 Seniority Lists

The Employer shall provide the Union with up-to-date seniority lists on or before February 1st of each year with seniority calculated for each employee date as of January 1st of that year. The seniority lists will also be posted on the Employer's internal website. Any errors and/or discrepancies in the lists must be brought to the Employer's attention by March 15th , failing which the information contained shall be deemed to be correct for all purposes for the duration of that seniority list. If an error is established subsequent to March 15th , its correction shall not render the Employer liable in any manner for actions based on the incorrect seniority date.

11.09 Termination/Loss of Seniority

An employee's service shall be terminated and/or seniority lost in the event the employee:

a) Voluntarily resigns in writing and does not withdraw the resignation within three (3) calendar days which shall not include Saturday, Sunday, or a recognized holiday;

b) Retires;

c) Is discharged and is not reinstated through the Grievance, Mediation or Arbitration Procedures;

d) Fails to notify the Supervisor, Manager, or Director, Human Resources and Information Services of the reason for three (3) absences over a twenty-four (24) month period, where such absences were not arranged in advance with the Employer;

e) Being on layoff, they fail to notify the Employer within seven (7) days of the registration date of a letter of recall sent to their last address filed with the Employer of their intentions regarding their return to work. Their return to work must be within fourteen (14) days of the registration date of the letter of recall;

f) Is laid off for more than twenty-four (24) months; or

g) In the case of a call-in employee, the employee refuses a work assignment eight (8) times over a six (6) month period or the employee has not worked any days over a twelve (12) month period; or

h) Is absent from work without a reasonable excuse for more than three (3) consecutive scheduled working days.

11.10 Temporary Assignment Outside the Bargaining Unit

Seniority shall not accumulate while on such assignment and the employee will not pay union dues during this time.

ARTICLE 12 - JOB POSTINGS: PERMANENT AND CONTRACT POSITIONS

12.01 Posting Requirement

When the Employer determines that a permanent vacancy in the bargaining unit exists, the Employer agrees to post notice of such a vacancy for seven (7) calendar days on the Employer's internal website. Only permanent employees and laid-off employees are eligible to apply. In the case of contract positions, Article 7.07 applies.

12.02 Notice of Posting

Such posting notice shall contain the following specific information:

a) Job title and summary job description;

b) Required knowledge, education, qualifications, experience, ability and skills;

c) Salary rate or range;

d) Location(s);

e) Duration, in the case of a contract position; and

f) Regularly scheduled hours (*i.e.* total hours per week and number of evening and weekend shifts).

12.03 Selection of Successful Candidate

The employee who has the greatest seniority, knowledge, education, experience, qualifications, ability and skill to fill the vacancy immediately shall be selected.

12.04 Deemed Eligibility

Full-time and regular part-time employees of the Employer who are within two (2) months of graduating with a University degree or College diploma (*e.g.* MLIS, Baccalaureate or Library Techniques diploma) will be considered eligible to apply for posted positions which require the respective qualifications. Failure to obtain those qualifications and to submit proof of same to the Employer within two (2) months of appointment to the position shall result in the employee being returned to their former position as set out in Article 12.07.

12.05 Selection from Outside the Bargaining Unit

The Employer reserves the right to hire persons outside of the bargaining unit in the event that:

a) No employee applies for the position within seven (7) calendar days of the posting;

b) No employee who applies for the position possesses the required

qualifications to fill the permanent vacancy immediately; and

c) No employee who is on layoff possesses the requisite degree of knowledge, education, skills, abilities, and qualifications to fill the permanent vacancy immediately as determined by the Employer.

12.06 Notification

a) Acceptance of Positions

Successful applicants who have been offered a position for which they have applied are required to respond with a decision to accept or decline the offer within seventy-two (72) hours of written offer, excluding statutory holidays.

b) Notification to Successful Applicant

The successful applicant shall be notified in writing within two (2) weeks of their acceptance and shall receive written confirmation of their terms and conditions of employment.

c) Public Notice

Within twenty-four (24) hours of the successful applicant's acceptance of the position, the results will be posted on the Employer's internal website.

12.07 Trial Period

When an employee is promoted or transferred to a different position, they shall be placed on a trial period of ninety (90) working days in the case of a full-time employee and three hundred (300) working hours, in the case of a part-time employee. This does not include additional hours as per Article 15.04. In the event the employee proves unsatisfactory in the position or if the employee wishes to return to their former position during the trial period, they shall be returned to their former position without loss of seniority and at their former rate of pay. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority, and at their former rate of pay.

12.08 Contract Positions

a) An employee who bids successfully on a contract position, which is a non-grant position, shall remain in that position for the full posted term of the appointment (subject to Article12.07 Trial Period) except to bid on another contract position in a higher classification exceeding one hundred and twenty (120) days or bid on a permanent position in the same or higher classification or in the case of a part-time employee

who is filling a part-time contract position, to bid on another full-time contract position in the same classification or lower classification exceeding one hundred and twenty (120) days. If the employee is within two (2) weeks of the end of the contract position, the employee may bid on any posted position. A laid-off employee who is filling a contract position is eligible to apply for any permanent job posting, regardless of its classification.

b) An employee who bids successfully on a contract position that is a grant position shall remain in that position for the full-posted term of the appointment (subject to Article 12.07 - Trial Period) for up to one (1) year.

c) A contract employee who has filled a position for longer than one (1) year may bid on other contract or permanent positions for which they are qualified.

d) In the event that a contract position is extended and the employee in the position agrees to the extension, there is no requirement that the job be re-posted.

12.09 Protocols for Testing, Presentation and Interviews

a) Protocol for Testing or Presentation

Where the Employer determines that testing/presentation is required, the following shall apply:

(i) Applicants shall be given notice of seven (7) calendar days of the presentation date when a presentation is required during the interview process. When only testing is required, applicants shall be given notice of three (3) calendar days.

(ii) Applicants shall be apprised of the general nature of the subject matter upon which they are to make a presentation seven (7) calendar days prior to the presentation date. They will be advised of the general nature of the subject matter upon which they will be tested at least three (3) calendar days prior to the testing date.

(iii) Applicants shall be advised in advance what is expected as a passing grade.

(iv) The Employer will ensure that all applicants being tested/making the presentation do so under the same

circumstances and conditions.

(v) The content of the test/presentation must be relevant to the duties of the job.

(vi) Upon request, the Union will be provided with a list of scores in a manner that does not identify applicants and applicants will be permitted to review their own scores.

(vii) In the case of a position requiring applicants to undergo physical stamina/ endurance/capabilities testing, the applicants shall be required to provide written proof of fitness by a qualified medical practitioner at the Employer's expense.

(viii) Test results shall not be the sole determining factor in the selection of the successful applicant.

b) Protocol for Interviews

In the event that job interviews are conducted, the following shall apply:

(i) At least two (2) non-bargaining unit members shall be present during all interviews.

(ii) Interview questions and responses shall be recorded to the degree that it is possible.

(iii) Questions must be relevant to the job.

(iv) Questions must be consistently asked of all applicants.

12.10 Scheduling of Interviews

It is the responsibility of the employee to apply for a position within the posting period. Scheduling of interviews shall be at the Employer's discretion. Employees selected for an interview shall be contacted and given the opportunity to make themselves available for the interview. When appropriate in the circumstances, interviews may be conducted remotely, as determined in the sole discretion of the Employer which shall not be unreasonably exercised.

12.11 Exclusion to Consideration for Vacancy

An Employee who accepts a position as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months from the date of their selection unless mutually agreed otherwise with the exception of a promotion, which

includes part-time to full-time regardless of band, temporary to permanent regardless of band and/or classification, and any band promotion.

ARTICLE 13 - PERMANENT LAYOFF, BUMPING AND RECALL

13.01 Definition of Layoff

For the purposes of this Article, a layoff refers to a permanent reduction in the workforce; or a permanent reduction in a full-time employee's regular hours of work; or a permanent reduction to less than twenty (20) hours of work per week in the case of a regular part-time employee whose regular hours of work had been between twenty (20) and twenty-four (24) hours per week, at the Employer's initiative.

13.02 Timing for Exercise of Bumping Rights

Permanent employees shall have one (1) week in which to exercise their bumping rights.

13.03 Contract Position: Determination of Seniority

If a permanent employee is not working in their permanent position for whatever reason (*i.e.* on a leave of absence, filling a contract position) and another employee is filling that position on a temporary basis pending the return of the permanent employee, the seniority of the permanent employee will be used (*i.e*. not the seniority of the employee filling the position on a temporary basis) for the purpose of this Article.

13.04 Limitation on Bumping into Contract Position

Incumbents in contract positions, which are the result of a government grant, cannot be bumped.

13.05 Laid- off Employee who Obtains Contract Position

It is understood that the status of a laid-off employee who is the successful applicant for a contract position does not change. For clarity, although working in a contract position, the employee is still considered to be laid off for the purpose of Article 11 **,** regardless of the length that they are in the contract position. Article 7.07 c) does not apply.

13.06 Layoff and Bumping Procedure for Permanent Employees

Job security shall increase in proportion to length of service. In the event of a permanent layoff, the following procedure shall apply:

a) Employees shall receive notice as required by the Ontario

Employment Standards Act, as amended or by any successor legislation.

b) Regular part-time employees shall first bump employees in part-time positions and full-time employees shall first bump employees in full-time positions. If there is no available position in their employee complement (*i.e.* part-time complement if the employee is a regular part-time employee), the employee can bump into a position in the other employee complement (*i.e.* full-time complement if the employee was a regular part-time employee), provided the employee satisfies the requirements set out in paragraph (c) (iii) below.

c) The employee who has received notice that they will be laid off/bumped, has the right to either:

   (i) Accept the layoff;

   (ii) Opt to retire or resign; or

   (iii) Displace any employee who has less bargaining unit seniority in the same or a lower classification or an identical paying band in the bargaining unit if the employee subject to layoff has the requisite degree of knowledge, education, skills, abilities, and qualifications as determined by the Employer to perform the duties of the position in an efficient manner.

d) As determined by the Employer, an employee shall have a maximum of twenty (20) hours orientation in a position into which they have bumped.

e) A laid-off employee shall retain seniority and recall rights for twenty-four (24) months from the date of their layoff. Pursuant to Article 13.05, an employee's layoff date remains unchanged in the event the employee obtains a contract position.

f) An employee who is in a position as a result of a medical accommodation under the Ontario *Human Rights Code* shall not be bumped, notwithstanding that the employee seeking to bump them has greater seniority than the accommodated employee.

13.07 Recall of Laid-off Employees

The obligation to consider recalling a laid-off employee into a vacant position only arises after the vacancy has been posted and not filled internally. A laid-off employee shall be recalled to a vacant permanent position (*i.e.* permanent full-time or regular

part-time positions and not a contract position as a result of a grant) in order of seniority provided they have the requisite degree of knowledge, education, skills, abilities, and qualifications as determined by the Employer. An employee shall have a maximum of twenty (20) hours orientation, as determined by the Employer, in a position into which they have been recalled.

ARTICLE 14 - HOURS OF WORK

14.01 Full-time Employees

The normal hours of work for full-time employees shall be seventy (70) hours over a two (2) week period, not to exceed seven (7) hours per day excluding Maintenance and Digital Technology employees. The normal hours of work shall include no more than two (2) night shifts per week and no more than thirteen (13) out of twenty-six (26) Saturdays in a calendar half. Subject to the scheduling constraints at a particular location, the manager shall endeavor to ensure that a full-time employee is scheduled to work no more than three (3) consecutive Saturdays. For clarity, days off because of absence due to approved leave(s) of absence constitute a Saturday off.

14.02 Maintenance Employees

The normal hours of work for full-time Maintenance employees are seventy-two and one-half (72 ½) hours over a two (2) week period, not to exceed eight (8) hours per day.

14.03 Digital Technology Employees

The normal hours of work for Digital Technology employees shall be seventy (70) hours over a two (2) week period, not to exceed eight (8) hours per day. Changes to schedules designed to meet the service needs of the department will be discussed with the employees within the department.

14.04 Part-time Employees

a) There are two categories of part-time employees based on hours worked as follows:

   (i) Employees regularly scheduled to work between twenty (20) and twenty-four (24) hours per week; and

   (ii) Employees regularly scheduled to work less than twenty (20) hours per week.

b) Their normal number of hours per week shall be determined on an annual basis. Notwithstanding the foregoing, if the total number of

hours per week needs to be changed, the employee affected shall receive two (2) weeks advance notice of the change.

c) The normal hours of work shall include no more than two (2) night shifts per week and no more than seven (7) scheduled hours per day, unless the employee applies and fills a position specifically created and posted as an evening/weekend shift position to cover four (4) evenings and up to four (4) weekends on a rotational basis.

d) Part-time employees in category 14.04 a) (i) are entitled to four (4) Saturdays off per calendar quarter.

e) Scheduling restrictions for weekends, evenings, and Saturdays off does not apply to part- time employees employed for under 20 hours per week.

f) Part-time employees shall be guaranteed a three-hour shift when it is mandatory for employees to attend meetings or training.

14.05 Sunday Work Requirements

Effective January 1, 2025 to December 31, 2027 the following language is in force;

Qualified employees as defined by the *Sunday Scheduling Guidelines* which may be amended from time to time shall work no more than five (5) Sundays in a nine (9) month calendar period.

Effective January 1, 2028 the following language is in force.

a) Employees may be scheduled to work on Sundays in accordance with this article as part of their regular schedule.

b) All full-time and part-time employees may be scheduled up to and including five (5) Sunday shifts in a calendar year paid at a straight time hourly rate. Beyond five (5) scheduled Sunday shifts, part-time employees shall be paid at a rate of time and one-half for all hours worked and full-time employees shall take lieu time during or immediately after the week in which the Sunday is worked. Where an employee volunteers to work Sundays, they shall be compensated at straight time for the hours worked.

14.06 Waiver of Restrictions

a) An employee may request in writing to work hours beyond the daily

maximum, additional evenings and/or weekends paid at straight time; in which case, the restrictions in Articles 14.01, 14.04 b) c), 14.05, and 14.07 do not apply. This Article applies to all categories of employees.

b) For the purposes of Article 15.04 a), an employee may request, in writing, to work hours beyond the daily maximum for the purposes of additional hours paid at straight time, in which case, the restrictions in Articles 14.01, 14.04 b), 14.04 c), 14.05 and 14.07 do not apply. This article applies to all categories of employees.

c) Employee may request a half hour lunch instead of the hour.

14.07 Sunday Compensation

Effective January 1, 2025 to December 31, 2027 the following language is in force;

A full-time employee shall be given lieu time of seven (7) hours for four and one-half (4 ½) hours worked on a Sunday in the week during or immediately after the week in which the Sunday is worked. A part-time employee shall be paid seven (7) hours at their normal hourly rate for four and one-half (4½) hours worked on a Sunday. Where an employee volunteers for Sundays, they shall be compensated at straight time for the hours worked.

Effective January 1, 2028, Article 14.07 is no longer in effect.

14.08 Posted Schedules

The schedule of hours shall be posted and approved two (2) weeks in advance by the Manager. Changes may take place because of unforeseen circumstances or where an employee's request for change is mutually agreeable to the Manager, the employee requesting the change and the replacing employee. Each branch/department will maintain a posted master schedule.

14.09 Days Off

Subject to the priorities of public service and scheduling constraints at a particular location, the Manager shall endeavour to schedule two (2) days off consecutively.

14.10 Breaks and Meal Breaks

Meal breaks are taken on the employee's own time. Breaks and meal breaks may not be taken at the beginning or end of a shift to change starting and ending times. Upon mutual agreement, a combination of supper/afternoon break or morning break/lunch may be scheduled. Note - Breaks and meal breaks shall be determined by the chart

below:

WORK (number of continuous hours)	BREAKS (15 mins, paid)	MEAL BREAK (Non-paid)
Up to and including 3 hours	none	none
More than 3 hours and up to and including 5 hours	1	none
More than 5 hours and less than 7 hours	1	*30 or 60 minutes
7 hours or more, break to be taken in each half of the shift	2	*30 or 60 minutes

* Employees working in branches where they may be the sole unionized employee may be required to have a 30-minute lunch.

14.11 Compensation for On-call

a) An employee required to remain on-call in their location during breaks shall be paid time and one-half their hourly rate for the meal break or granted lieu time at time and one-half to be taken at a time mutually agreeable between their Manager and the employee, subject to the constraints of 15.02.

b) Positions which require an employee to remain on call during breaks in their location shall be posted indicating this requirement and specifying the work location. Exceptions will be made for an employee who provides adequate medical documentation, which specifies that the employee requires a break due to medical reasons. An employee shall be paid time and one-half (1 ½) for hourly rates for the meal break only subject to the constraints of Article 15.02.

14.12 No Guarantee

This Article should not be construed as a guarantee as to the minimum number of hours of work or a restriction as to the maximum number of hours of work.

14.13 Scheduling of Holiday Weekends

All staff will share holiday weekends equitably. By October 1st of each calendar year, the Branch/Department Head will distribute a standardized Employer-recognized holiday weekend selection form. Each staff member will rank from highest to lowest (*i.e.* 1=most willing, 8=least willing) the weekends they are willing to work. When a conflict occurs, seniority rules. By October 15th , each department will post the holiday weekend schedule.

14.14 Split Shifts

There shall be no split shifts, unless mutually agreed upon by the Employer and the employee. For the purposes of this Article, split shift does not include an employee being called in to work extra hours outside of their regularly scheduled shift. It also does not include an employee who may work at different locations during the course of their shift. For clarity, split shift means when an employee is not scheduled to work consecutive hours in a day, but instead is scheduled to work their hours at two (2) or more intervals with longer than a scheduled meal break in between those intervals. (For example: 9-11 a.m. and 3-8 p.m.).

ARTICLE 15 - OVERTIME

15.01 Defined Overtime

a) Full-Time Employees

Overtime is defined as time worked beyond seventy (70) hours in a two (2) week period, or in excess of the daily thresholds set out in Articles 14.01, 14.02, 14.03 and 14.14, as required by the Employer.

b) Part-Time Employees
Overtime is defined as time worked beyond seventy (70) hours in a two (2) week period or beyond seven (7) scheduled hours per day, as required by the Employer.

15.02 Lieu Time – Full-time Employees

The Employer may request that a full-time employee take time off (one and one-half hours (1 ½) of paid time off for each hour of overtime worked) in lieu of receiving overtime payment as set out in Article 15.03. Such lieu time off shall be taken at a time mutually agreeable to the employee and Manager, and in no event later than three (3) months from the date on which it is earned.

15.03 Compensation

a) Employees (excluding Bookmobile Drivers) shall receive the following rates of pay for overtime worked:

(i) Time and one-half (1 ½) the basic rate of pay;

(ii) On a recognized holiday, time and one-half (1 ½) the basic rate of pay plus another day off with pay at a

time mutually agreeable to the employee and the Manager.

b) Bookmobile Drivers

Overtime shifts shall be offered to Bookmobile Drivers who shall be paid overtime at the rate of time and one-half (1 ½). In the event that the overtime shift is not accepted by any Bookmobile Driver, the overtime shift shall be scheduled by the Employer on a compulsory basis in which case overtime shall be paid at the rate of two times (2x) the basic rate of pay for all overtime hours worked. Notwithstanding, Article 14.01, a Bookmobile Driver may elect to work more than two (2) 1:00 – 9:00 pm shifts per week.

15.04 Additional Hours of Work

a) For additional hours of work in respect of shifts that become available within the next forty-eight (48) hours or more, the Employer will offer the available work in the order set out below. However, the Employer may choose to bypass a category of employee where the additional hours would result in overtime payments. The onus is on the employee to make the manager aware that they are in an overtime situation should they accept the additional hours.

(i) Regular Part-time employees in the department/branch staff who are at work and are available to work beyond their shift at the time additional hours arose.

(ii) Regular Part-time employees in the department on a rotating basis, based on availability.

(iii) Regular Part-time employees from within another department at the same location.

(iv) Call-in employees, based on availability, at straight time.

(v) Regular Part-time employees from a designated list who are willing to work at other locations and who are qualified.

(vi) Full-time employees in the branch or department who are qualified.

b) Employees shall be paid the rate of the position they perform as follows:

(i) they will be paid at the top step of the position they are performing if their regular classification is of a higher level,

(ii) they will be paid at their current step if their regular classification is the same; or

(iii) they will be paid the first step if their regular classification is lower.

(iv) Under no circumstances shall an incumbent be paid more than their regular wage rate when performing work of a lower classification.

15.05 Clarification Re: Assignment of Extra Hours

The terms "department/branch" includes the practice of grouping branches together to form clusters, and that some branch locations within these clusters may operate separately. The public service departments of the Central Library are considered to be a department for the purposes of offering additional hours.

15.06 No Pyramiding

There shall be no pyramiding of overtime or duplication of any premiums under this Collective Agreement.

15.07 No Layoff to Compensate for Hours Worked

The Employer shall not lay off employees in order to equalize any overtime worked.

15.08 Overtime Meal Allowance

Where an employee is required to work overtime on a particular day which was not pre- scheduled and which would result in the employee working more than nine (9) consecutive hours in a day, the employee will receive a meal allowance of $9.00.

ARTICLE 16 - VACATION

16.01 Vacation Year

a) The vacation year shall commence from and include January 1st and continue to and include December 31st of the same year.

b) Continuous Active Service: Continuous active service will include periods of any Employer paid absence, leaves of absence prescribed

under the Ontario *Employment Standards Act*, absences in which the employee is in receipt of workplace safety and insurance benefits, or unpaid absences of up to ten (10) consecutive working days. In addition, all other absences will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to full calendar year.

16.02 Entitlement

Full-time Employee

A full-time employee shall be granted an annual paid vacation, except as otherwise expressly provided herein, based upon full-time continuous active service. In the case of a regular or call-in part-time employee obtaining full-time status, their previous continuous part-time service shall be recognized on the basis of two (2) years of part-time employment is equivalent to one (1) year full-time service. Partial years of employment will be pro-rated accordingly.

Paid vacation as shown in Column 2 during the calendar year in which the employee completes the years of service in Column 1:

a) **Professional Librarians (Full-time)**

Column 1: Years of Service	Column 2: Vacation with Pay
One (1) year	Four (4) weeks
Eleven (11) years	Four (4) weeks and one (1) day
Twelve (12) years	Four (4) weeks and two (2) days
Thirteen (13) years	Four (4) weeks and three (3) days
Fourteen (14) years	Four (4) weeks and four (4) days
Fifteen (15) years	Five (5) weeks
Seventeen (17) years	Five (5) weeks and one (1) day
Nineteen (19) years	Five (5) weeks and two (2) days
Twenty-one (21) years	Five (5) weeks and three (3) days
Twenty-three (23) years	Five (5) weeks and four (4) days
Twenty-five (25) years	Six (6) weeks
Twenty-seven (27) years	Seven (7) weeks
Thirty-one (31) years	Seven (7) weeks and one (1) day
Thirty-two (32) years	Seven (7) weeks and two (2) days
Thirty-three (33) years	Seven (7) weeks and three (3) days
Thirty-four (34) years	Seven (7) weeks and four (4) days

Thirty-five (35) years	Eight (8) weeks

b) **Full-time Staff Other than Professional Librarians**

Column 1: Years of Service	Column 2: Vacation with Pay
One (1) year	Three (3) weeks
Two (2) years	Three (3) weeks and one (1) day
Three (3) years	Three (3) weeks and two (2) days
Four (4) years	Three (3) weeks and three (3) days
Five (5) years	Three (3) weeks and four (4) days
Six (6) years	Four (4) weeks
Eleven (11) years	Four (4) weeks and one (1) day
Twelve (12) years	Four (4) weeks and two (2) days
Thirteen (13) years	Four (4) weeks and three (3) days
Fourteen (14) years	Four (4) weeks and four (4) days
Fifteen (15) years	Five (5) weeks
Seventeen (17) years	Five (5) weeks and (1) day
Nineteen (19) years	Five (5) weeks and (2) days
Twenty-one (21) years	Five (5) weeks and (3) days
Twenty-three (23) years	Five (5) weeks and (4) days
Twenty-five (25) years	Six (6) weeks
Twenty-seven (27) years	Seven (7) weeks
Thirty-one (31) years	Seven (7) weeks and one (1) day
Thirty-two (32) years	Seven (7) weeks and two (2) days
Thirty-three (33) years	Seven (7) weeks and three (3) days
Thirty-four (34) years	Seven (7) weeks and four (4) days
Thirty-five (35) years	Eight (8) weeks

c) **Part-time Employees**

Regular part-time employees shall be granted paid time off. Their vacation entitlement shall be based upon their regularly scheduled hours (exclusive of overtime and any additional hours) in their last period of continuous, active service as follows:

- Up to 1820 hours – two (2) weeks
- Greater than 1820 hours and less than 6240 hours – three (3)

weeks

- Greater than 6240 hours and less than 9100 hours - four (4) weeks
- Greater than 9100 hours – five (5) weeks

The vacation time is equivalent to the normal number of hours worked per week.

First Year of Employment: Employees commencing employment on or after Labour Day will receive a pro-rated payment of vacation, and will not be entitled to any time off. Employees commencing employment prior to Labour Day will be entitled to a pro-rated paid vacation.

16.03 Computation of Vacation Pay

A full-time employee's vacation period and pay shall be based upon such employee's normal workweek and basic rate of pay and shall not include any shift premium, overtime, or other increments. The basic rate of pay is set out in *Appendix A*.

A part-time employee's vacation pay shall be based upon the regular hours worked and shall not include any shift premium, overtime, additional hours or other increments.

16.04 Scheduling of Vacations

a) **Schedule Timelines**

Vacation schedules shall be prepared each year by the Employer after consultation with the employees. Such schedules shall be so arranged which in the judgment of the Employer, shall cause the least possible interference with the efficient operation of the Employer's business. In general, vacations shall commence at the beginning of the calendar week (Monday to Sunday).

By October 15th, the Employer shall post a list of all employees, indicating each employee's vacation entitlement. If the part-time employee is within 200 hours of the next vacation entitlement threshold, they shall be deemed to have worked those hours for the purposes of vacation entitlement. The first round of vacation bidding is due no later than the first Monday in November. Failure to indicate their vacation preference by the first Monday in November results in the employee losing their right to participate in that round of the bidding process outlined in paragraph (b) below. The Employer shall approve vacations by December 15th with the posting of the vacation schedule. Employees who have forfeited their bidding rights under the first round of bidding will be considered in additional rounds of vacation bidding.

Employees with six (6) or more days vacation entitlement not yet scheduled by September 1st shall have that time scheduled by the Employer.

b) **Bidding Process**

Employees will bid on vacation time in units of up to ten (10) consecutive days in a two (2) week (Monday to Sunday) period. Bids will be considered on a rotating basis commencing with the most senior person in the department.

c) **Isolated Days**

A maximum of five (5) isolated days can be taken as part of the annual vacation entitlement. If the isolated days do not fall within the same two (2) week period, each day shall be considered a separate bid for the purposes of paragraph (b) above.

d) **Transfer**

An employee who has successfully bid on a promotion or transfer to another Branch, Department or Section shall not exercise seniority for the purpose of vacation choice after the process for each rotation of the vacation schedule has commenced.

e) No employee will have any authorized vacations rescinded or altered because of bumping.

f) **Vacation Blocks Available**

If a vacation time block becomes available during the year, it shall be posted for one (1) week, if practical, so that staff may bid for it. It will be awarded to the most senior applicant.

g) **Vacations as Family Responsibility Leave Days**

Employees may use up to three (3) vacation days for the purposes of Family Responsibility Leave days per Article 18.10. Any of those days unused for those purposes may be carried forward to the next calendar year to be used only as family responsibility days and not for any additional vacation entitlement.

h) For full-time employees only, two (2) full days to be taken in half-day increments within two (2) weeks of the original request subject to the Manager's approval.

i) **Vacation Bidding – Additional Language**

Both parties agree that in order to ensure equitable access to vacations throughout the year, as per the intent of 16.04 of the Collective Agreement, when staff move between locations this Letter of Understanding clarifies common vacation issues.

(i) If an individual leaves a position, and the vacant position is awarded within four (4) weeks from the date the individual leaves the position, the new incumbent will be offered the vacation slots chosen by the previous incumbent. Declined slots will be offered to other staff as per the Collective Agreement.
If an individual changes positions within the same vacation pool, that person will retain their original vacation choices and the vacant previously approved time slots will go to the next incoming incumbent, as outlined above.

(ii) After October 1st, the Employer may schedule additional staff to be off, over and above the vacation guidelines for the location, subject to the location's needs, without posting these additional times as available vacant vacation time slots to be offered to all staff.

If it is possible to schedule additional staff to be off during the Christmas time period, this opportunity shall be shared equitably instead of being offered to one person as an additional vacation time slot.

(iii) The Employer may honour previously approved vacation when someone transfers in, which results in more staff off than the guidelines permit, with the understanding that there is no expectation, nor recourse for other staff to receive similar treatment. Such approval is limited, dependent upon extenuating and exceptional circumstances, and local and system needs.

16.05 Vacation While Filling a Contract Position

a) Where the term of a contract is one hundred and twenty (120) days or less, the employee filling the position will be permitted to take a vacation during the contract term up to a maximum of one (1) week

vacation, provided the vacation had already been scheduled and there is no conflict with the scheduling guidelines.

b) Where a regularly scheduled part-time employee fills a full-time contract position, the part-time employee shall be credited with all regularly scheduled full-time hours worked for the purpose of calculating their part-time vacation entitlement, exclusive of overtime and any additional hours.

c) Where an employee assumes a contract position (either full-time or part-time) for greater than one hundred and twenty (120) days, their vacation entitlement shall be pro-rated. Time off for vacation will be scheduled with the approval of the Manager(s). If it cannot be scheduled, it shall be paid.

d) Where a regular full-time employee fills a part-time contract position of greater than one hundred and twenty (120) days, the employee's full-time vacation entitlement will be pro-rated accordingly.

16.06 Reinstatement of Vacation

Where an employee is on vacation and is,

a) Hospitalized (admitted as an in-patient requiring an over-night stay in the hospital), or

b) Convalescing following hospitalization (as defined in paragraph (a)) or emergency day surgery, or

c) In Home Care prescribed by the Employee's physician following hospitalization (as defined in paragraph (a)),

d) On a bereavement leave as defined in Article 18.01

e) When ill in excess of five (5) working days for full-time or five calendar days for part-time and supported by an adequate medical certificate.

There shall be no deduction of vacation credits for such absence. The period of vacation so displaced shall be reinstated, upon provision of satisfactory evidence of the above circumstances.

16.07 Carry Forward

No employee has the right to carry forward part or all of their vacation from one vacation year to another except with the approval of the Chief Librarian.

16.08 Termination after Vacation

An employee who has had vacation and terminates before the end of the year in which the vacation is taken will have the unearned portion of vacation deducted from any amounts payable to the employee following their termination of employment.

16.09 Termination/Retirement before Vacation

An employee terminating/retiring in the vacation year prior to having vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

16.10 Public Holiday Falling in Vacation Time

An employee shall be entitled to a lieu day of vacation when a Recognized Holiday falls on a day of scheduled vacation. Such additional day off shall be taken at a time mutually agreeable to the employee and Manager.

16.11 Earned Vacation on Death

If an employee who has been granted more vacation than they have earned dies, the employee is considered to have earned the amount of vacation with pay granted.

ARTICLE 17 - HOLIDAYS

17.01 Employer Recognized Holidays

a) The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day*
July 1st	

*defined as the first work day other than a Sunday which follows Christmas Day

A floating holiday, seven (7) hours for full-time or for a part-timer filling a full-time position in excess of six (6) months or four (4) hours for part-time as defined by 14.04 a) (i) to be taken once (1) only in a calendar year at time mutually agreeable to the employee and Supervisor and which shall not be carried over from one year to the next. First year service employees starting after Labour Day,

employees who have been on sick leave under the Income Protection Plan or on an unpaid leave of absence for more than eight (8) months of the calendar year, and employees who have not worked full-time for a minimum of four months during the calendar year will not be eligible for the Floating Holiday during the calendar year.

b) An employee shall not be paid for any Statutory Holiday if on a leave of absence prescribed under the Ontario *Employment Standards Act*, layoff or if they have been absent without good cause on their scheduled working day immediately preceding or succeeding such Holiday. Good cause means Bereavement Leave, Jury Duty, Family Responsibility Leave, substantiated Sick Leave, and leave under Articles 18.03 and 18.04.

c) **Calculation of Payment - Full-time:** A full-time employee shall be paid holiday pay at the rate of regular wages for a regular day of work.

d) **Calculation of Payment – Part-time:** Regular and Call-in part-time employees shall be paid holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by twenty (20).

17.02 Holiday Falling on a Sunday

When one of the Holidays above falls on a Sunday, the next day shall be the holiday.

17.03 Full-time

An employee whose regular day off falls on a Holiday shall be granted a lieu day off within three (3) months at a time mutually agreed between the employee and Supervisor. Failing mutual agreement, a lieu day of pay shall be paid.

17.04 Rate of Pay for Work on a Holiday

An employee required to work on a Recognized Holiday shall be paid in accordance with Article 15.03 a) (ii).

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Bereavement Leave

a) Leave of absence without loss of pay shall be granted to all employees (excluding contract employees) arranging or attending the

funeral, burial, cremation, and memorial service and/or for the grieving process as follows:

(i) for a member of their immediate families consisting of: spouse, child/stepchild, or parent/stepparent to a maximum of five (5) consecutive working days;

(ii) for ward, guardian, foster-parent, parent-in-law, sibling/step sibling, child of sibling/step sibling, grandparent, grandchild, sibling of parent, sibling-in-law, or child-in-law to a maximum of three (3) consecutive working days.

b) Bereavement Protocol

(i) Employees must provide satisfactory proof for entitlement to bereavement leave, which shall be determined in the sole discretion of the Employer. The parties recognize that practices regarding proof of death and bereavement vary.

(ii) The above leaves may commence no earlier than the date of the death and must be completed within the seven (7) consecutive calendar days inclusive of the date of death. However, the employee may reserve two (2) of the bereavement days for the purpose of attending the ceremony where it falls on a regularly scheduled working day outside of the seven (7) day period.

(iii) Where the ceremony occurs outside the Province of Ontario or distance exceeding five hundred (500) kilometres from the employee's residence, full time employees may be granted two (2) additional days with pay for travelling time.

Part-time employees will only be paid for days they were scheduled to work, whether those days fall within the initial seven (7) consecutive calendar days following and inclusive of the date of death or are among the two (2) bereavement days the employee may reserve for the purpose of attending the ceremony at a later date. Where the ceremony occurs outside the Province of Ontario or distance exceeding five hundred (500) kilometres from the employee's residence, part time employees may be granted two (2) additional days for travelling time but will only be paid for those days if scheduled to work on those days.

18.02 Leave for Personal Reasons

Personal leaves of absence without pay will not be unreasonably withheld. Such leave will be granted only as the needs of service allow. This provision is not to be construed as a right to such leave or that such leave may be repeated each year and granting of such leaves is

subject to the *Personal Leave of Absence Policy* approved by the Employer and as amended from time to time. Applications for personal leaves of absence are to be made in writing, setting forth the reasons for such leave, to the employee's Branch/Department Manager. A decision in writing granting the leave or denying the leave with reasons shall be given within fifteen (15) working days of receipt of the request by the employee's Branch/Department Manager.

18.03 Leave for Union Committees

a) Members of the Negotiating Committee, and any other members of recognized joint Labour Management Committees as fall within the scope of this Agreement, shall be granted leave of absence and paid at straight time pay for attendance at scheduled meetings with the Employer excluding Arbitration proceedings. The Grievance Committee and the Grievor shall be granted leave of absence and paid at straight time pay for attendance at scheduled Grievance meetings with the Employer.

b) In the period six (6) months prior to the termination of this Agreement, each member of the Union Negotiating Committee shall be entitled to four (4) days unpaid leave to prepare for negotiations. A minimum of three (3) weeks advance written notice of the leave days is required, and not more than one (1) day per week shall be taken.

18.04 Leave to Attend Employment-Related Seminars and Workshops

Time off without loss of regularly scheduled straight time pay may be granted by the Employer to employees, upon application in writing, to attend seminars, workshops, conventions or conferences in connection with their employment in accordance with relevant Employer policy on this matter, which may be amended from time to time. The Employer shall have the sole prerogative to determine which employees shall be granted leave, what events shall be attended and the amount of expenses to be granted. Employees selected to attend will be notified as soon as possible in advance of the conference or workshop dates.

18.05 Jury or Court Witness Duties

Employees shall be paid their regular pay or in the case of regular part-time, pay for scheduled hours, for attending on call for Jury Duty, Jury Duty or as a subpoenaed witness in any court in the Province of Ontario. Employees must provide proof of attendance. Payments received by the employee from the Court are to be paid directly to the Employer, excluding expenses such as mileage and meals. Employees absent due to court time and reasonable travelling time which exceeds four (4) hours of their normal shift shall not be expected to return to work.

18.06 Pregnancy/Parental/Family Responsibility Leave

Employees shall be granted pregnancy, parental and family responsibility leave in accordance with the provisions of the Ontario *Employment Standards Act* and its successor legislation.

Supplemental Employment Benefit Plan (SEB)

On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, an Employee who is on Pregnancy/Parental Leave(s) and in receipt of Employment Insurance Pregnancy/Parental benefits (E.I. Benefits) pursuant to Section 22 and 23 of the *Employment Insurance Act 1996* shall be paid a supplemental employment benefit (SEB).

The SEB shall commence following completion of the one (1) week Employment Insurance waiting period provided the Employer has received proof that the Employee is in receipt of E.I. Benefits. The SEB shall continue for a maximum period of fifteen (15) weeks' pregnancy leave and fifteen (15) weeks' parental leave provided the Employee continues to be in receipt of E.I. Benefits. The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave multiplied by their normal weekly hours.

The SEB will be:

a) the equivalent to the difference between seventy-five per cent (75%) of the Employee's regular weekly earnings and the sum of the Employee's weekly E.I.Benefits and any other earnings; and

b) The weekly E.I. Benefit that is payable to the Employee without regard to any election by the Employee to receive a lower E.I. Benefit in order to receive E.I. Benefits for a longer period of time, as may be permitted under the *Employment Insurance Act, 1996.*

In any week, the total amount of the SEB and the weekly E. I. Benefits will not exceed seventy-five percent (75%) of the Employee's regular weekly earnings.

18.07 Leave to Campaign for Public Office

The Employer will grant Leave of Absence without pay and without loss and accumulation of seniority so that an employee may be a candidate in a Federal, Provincial or Municipal election. Leave shall be for the following duration:

ELECTION	DURATION
Municipal Office	one (1) month
Provincial Office	two (2) months
Federal Office	three (3) months

18.08 Leave to Serve in Public Office

An employee elected to federal or provincial office shall be granted leave of absence for the term of office. Such leave will be without pay, but without loss of seniority. The leave will be renewed each term that the employee continues in that elected office. The *Municipal Act* shall govern the employment status of the employee if elected to municipal office.

18.09 Citizenship Leave

An employee is entitled to up to four (4) hours off without loss of pay in order to complete their citizenship application (*i.e.* interview and swearing in ceremony).

18.10 Family Responsibility Leave

A Family Responsibility Leave to a maximum of three (3) unpaid days per calendar year (or such other number as may be prescribed by the Ontario *Employment Standards Act, 2000 (ESA))* may be granted to employees in accordance with section 50.0.1 of the *ESA.* For clarification, leave under this Article may be taken for the situations specified in subsection 50.0.1 (1). In addition, as set out in subsection 50.0.1 (7), the Employer may require evidence that the employee is entitled to the leave. If the circumstances are such that an employee is unable to provide advance notice to the Manager/Designate, the employee shall notify their Manager/Designate as soon as possible after beginning the leave.

Employees may receive pay for this leave as follows:

a) **Full Day Absence**

(i) Up to three (3) vacation days; or

(ii) Lieu Time

b) **Absence of three (3) hours or less:**
The hours totaling the leave may be scheduled by the employee's Manager within the following two (2) pay periods from existing flextime/lieu time. In such a case, no overtime or other premium payment shall result.

If some or all of the hours are not scheduled within the time period specified above in 18.10 b), then the employee's next pay shall be deducted in an amount equivalent to the hours not scheduled. This constitutes a written authorization within the meaning of subsection 13(3) of the *ESA*.

c) Any part day greater than three (3) hours will constitute a full day for computation purposes.

d) If some or all of the hours are not scheduled within the time period specified above in 18.10 b), then the employee's next pay shall be deducted in an amount

equivalent to the hours not scheduled. This constitutes a written authorization within the meaning of subsection 13(3) of the *ESA*.

18.11 Leave for Union Business

Union business is defined as activities that are external to the workplace (*i.e*. CUPE conferences/conventions and meetings with CUPE national office) and shall also include the administrative work related to the business of the Union.

No more than eight (8) members of the Union at one time shall be granted time off without pay to a maximum of eighty (80) days to attend to union business subject to the Union notifying the Employer at least three (3) weeks in advance. Such leaves shall not negatively affect the operations of the location. The request and confirmation shall be in writing.

Personal Leave under Article 18.02 is not to be used for Union business.

In alternate years the President of the Union or their delegate will be granted time off without pay to a maximum of five (5) days for the purpose of attending the National Convention.

18.12 Leave to Work Full-time for the Union

The Employer shall grant any employee who is elected or selected for a full-time position with the Union a leave of absence without pay, but without loss of seniority, for the term of office. Such leave shall be limited to a one-year period and may be extended by mutual agreement. No more than one (1) employee at any time shall be on such leave.

18.13 Domestic or Sexual Violence Leave

Employees are entitled to Domestic or Sexual Violence leave in accordance with the Ontario *Employment Standards Act, 2000*. The Employer reserves the right to request medical or other documentation to support the request for leave under this Article**.**

ARTICLE 19 - LEAVES DUE TO ILLNESS

19.01 Employee who is Injured

When warranted, Management shall take reasonable steps to provide transportation to a hospital or doctor if the employee is injured or becomes sick at the workplace.

19.02 Sick Pay/Medical Verification

See *Appendices* B and C attached and forming part of this Collective Agreement.

19.03 E.I. Rebates

The Union agrees that the Employer may allocate the Employment Insurance (E.I.)

premium rebate received for each employee towards the annual cost of benefit plans.

19.04 Transfer of Sick Leave Benefits

Regular part-time employees transferring to full-time will have the number of sick leave hours taken year to date recalculated as number of "occasions" used year to date. For the purpose of these conversion calculations each seven (7) hours of non-consecutive or non-cumulative sick days constitutes an "occasion".

19.05 Preventive Medicine

Full-time employees will be allowed personal leave without loss of pay or sick leave credits for regular check-ups and treatments:

a) By a doctor, nurse practitioner, medical specialist, dentist, chiropractor or optometrist not to exceed twelve (12) hours per year.

b) During the term of a pregnancy the employee shall be allowed up to fourteen (14) hours in addition to those specified above, for prenatal preventive medical care.

c) Upon request of the Employer, employees may be required to show proof of the above care.

Effective January 1, 2025:
Part-time employees (Category 14.04 a)(i) Part-time Employees) will be allowed personal leave without loss of pay or sick leave credits for regular check-ups and treatments:

a) By a doctor, nurse practitioner, medical specialist, prenatal preventive medical care, dentist, chiropractor or optometrist not to exceed six (6) hours per year.

b) Upon request of the Employer, employees may be required to show proof of the above care.

Effective January 1, 2026:
Part-time employees (Category 14.04 a)(i) Part-time Employees) will be allowed personal leave without loss of pay or sick leave credits for regular check-ups and treatments:

a) By a doctor, nurse practitioner, medical specialist, prenatal preventive medical care, dentist, chiropractor or optometrist not to exceed seven (7) hours per year.

b) Upon request of the Employer, employees may be required to show proof of the above care.

19.06 Annual Report

A report will be given to each employee, annually, of their entitlement under the Short Term Plan in respect to the number of weeks (or in the case of eligible part-time, the number of hours) of paid sick leave at one hundred percent (100%) and at seventy percent (70%) pay. Such reports will be distributed, if practicable, by February 15th each year. Employees must report discrepancies within two (2) weeks of this date to Human Resources in order for inaccuracies to be addressed failing which, the report shall be deemed correct. If an error is established subsequent to the two (2) week period, the correction shall not render the Employer liable in any manner for actions based thereon. Employees who are absent for one (1) year or less when the list is distributed due to either illness, vacation, or approved leave of absence must report any discrepancy within two (2) weeks upon their return.

ARTICLE 20 - WELFARE BENEFITS

20.01 Benefits and Employer Contribution (Full-time)

The Employer will contribute 100% of the premiums for group benefits for eligible full-time employees and their dependents. Group benefits offered are subject to the plan maximums and other plan provisions. Eligibility is determined by the insurance carrier in accordance with the policy provisions. Dependents include unmarried, unemployed children, over the age of 21 and under 25 years who are in full-time attendance at college or university.

a) **Group Life Insurance Plan to two (2) times salary**

b) **Dental Insurance equivalent of Liberty Health Dental Plan # 9.**

O.D.A. current

Oral examinations and recall oral examinations every nine (9) months, except for children age 12 and under, which is a maximum of two (2) per year, the remainder of Rider 2 with 50/50 co-insurance.

Rider 3 (orthodontics) for dependent children up to eighteen (18) years of age with 50/50 co-insurance and a life-time maximum of $2500.00

Rider 4 (crowns and bridgework) with 50/50 co-insurance to be a twelve (12) month maximum of $1000.00

c) **Health Extended Care Plan**

Drugs – Generic formulary 3 plan (no deductible). Maximum payment for prescription drug claims will be reimbursed on the basis of the best available price plus 10%.

Dispensing fees are capped at $6.00 per prescription.

Chiropractic – a maximum charge for each visit not to exceed the schedule of fees approved by the Association of which the practitioner is a member, and where there is no approved schedule of fees, the charge must be reasonable. The maximum is $300.00 per person per calendar year.

Hearing aid provision – $350.00 every thirty-six (36) months.

Orthotics $500.00 Orthotics / Orthopaedic Shoes/Boots -- annual maximum, reimbursement to be determined by the carrier for those deemed to be medically necessary.

Physiotherapy– – Annual maximum -- $1500.00.

Vision care – $450.00 every 24 months – includes prescriptive lenses, frames and eye examination by optometrist.

*For the remainder of the term of this renewed Collective Agreement, the quantum of benefit coverage in respect of vision care, massage, physiotherapy, and hearing aids only will be adjusted to match any improvements to the quantum of those benefits subsequently negotiated by the City of Hamilton and CUPE Local 5167.

d) **Co-ordination of benefits** and positive enrolment will be mandatory. If an employee does not complete enrolment, benefit coverage will be suspended for that employee and their dependents until the positive enrolment obligation has been completed.

Employees sixty-five (65) years of age or older will be offered a plan equivalent of Plus 55 Core plan for purchase by those employees. Other plan provisions and details as provided by the coverage in place for the former HPL group (contract 6568).

20.02 Benefits and Employer Contribution (Regular Part-time)

The Employer shall offer to provide regular part-time employees as defined in Article 14.04 (a) (i) the full-time group drug, dental, and extended health care program excluding life insurance on a 50/50 co-sharing of premiums.

Annually, each April 1, eligible employees not currently enrolled, will be offered the

opportunity to participate in the benefits plan and will confirm, in writing, their intention to join or not. Employees may not opt out of the benefits plan once enrolled, unless due to extenuating circumstances and is mutually agreed.

20.03 Pension

If eligible, employees shall join the Ontario Municipal Employees' Retirement System as provided by the Act, subject to the terms and conditions of the Act. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

20.04 Retirement

Within six months of turning age sixty-five (65), the employee will confirm in writing their intention to remain in employment post sixty-five (65) or to retire. Employees who work beyond the age of sixty-five (65) will receive whatever benefits they are permitted under the applicable plans as determined by the insurance carrier.

20.05 Short Term Income Protection Plan and Long Term Disability

a) **Short Term Income Protection Plan**

Full-time employees are entitled to provisions of the Short Term Income Protection Plan as attached hereto – *Appendix B.* Part-time employees as defined in Article 14.04 (a) (i) are eligible for short term income protection as described in *Appendix* C.

b) **Long Term Disability Plan**

The Employer and the employee shall share the cost of the premiums as set out below for a long term disability insurance benefit which features 66 $^{2/3}$ % of normal monthly earnings to a maximum of $3500 for those long term illness and/or sickness (excluding work related) that are in excess of twenty-six (26) weeks. All permanent full-time employees who have not attained age sixty-five (65) and are actively at work are eligible to participate.

This is defined as a period of disability resulting from illness or non-occupational injury as determined by a qualified medical practitioner, which prevents a full-time employee from attending work and which extends for a period of more than twenty-six (26) weeks in which case the insurance carrier may approve long term disability benefits.

c) **Cost of Plan**

The cost of the long-term disability premiums shall be shared equally by the Employer and by the employee.

20.06 Limitation of Liability

It is understood that where a benefit is provided through an insurance policy or plan, the Employer is responsible solely for the payment of premiums unless otherwise agreed. Any dispute regarding the processing/approval of benefit claims is between the employee and the insurer and will not form the subject of a grievance or be referred to arbitration.

20.07 Change of Carrier

The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

ARTICLE 21 - COMPENSATION

21.01 Salaries

The Employer's Salary Plan shall be as set out in *Appendix A* which is attached and forms part of this Agreement. Regular part-time employees shall receive annual increments based upon the hours worked each January 1st . One year increment equals 1820 hours worked. Regular part-time employees who are on a leave of absence under the Ontario *Employment Standards Act, 2000* shall be credited for hours they would have worked if not for the leave of absence.

21.02 Anniversary Date and Increment for Full-time Employees hired before October 1st

The anniversary date of full-time employees hired prior to October 1st, in any year, will become January 1st. Such employees will receive the annual increment granted on January 1st next following the date of hiring.

21.03 Anniversary Date and Increment for Full-time Employees hired after October 1st

The anniversary date of full-time employees hired after October 1st, in any year, will become January 1st after having worked a full, continuous year from January 1st through December 31st . Such employees will receive an annual increment on January 1st next following completion of one (1) full, continuous year of work from the date of hiring.

21.04 New Employee's Rate of Pay/Merit Increase

The Employer reserves the right to start a new employee with Library or relevant experience within the minimum and maximum range of any classification in *Appendix* A, or to grant an employee a merit increase within the salary classification.

21.05 Rate of Pay on Promotion

If an employee is offered and accepts a job promotion (temporary or permanent), the employee's rate of pay shall be adjusted to the next closest higher step of the new salary band (grid). If the next closest rate of the new salary band (grid) does not represent an overall increase of at least two and one-half percent (2 ½ %), the incumbent's rate of pay shall be moved to the next highest step. In the case of an employee who has previously held the same position and moved through the step progression, they shall be placed at the step of the job classification that they had previously attained on the salary band (grid) for that position. This article does not apply to grant positions.

21.06 Rate of Pay Limitations

Under no circumstances shall an incumbent move outside of the wage grid for any position and the maximum step that may be attained in all cases is the fourth (4th) step of the new salary band (grid) for the position. This article does not apply to grant positions.

ARTICLE 22 - GENERAL

22.01 Validity of Agreement

Where any provision of this Agreement or any practice there under is at any time contrary to the law, this Agreement is not to be deemed to be abrogated but is to be amended so as to make the provisions of this Agreement conform to the law.

22.02 Printing of Agreement

The Parties desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer and the Union shall share equally the cost of printing sufficient copies of this Agreement.

22.03 Correspondence

All correspondence arising out of this Collective Agreement shall be directed to the Director of Human Resources in the case of the Employer and to the Union secretary in the case of the Union.

22.04 Duties Assigned to Library Pages

a) Having regard to the needs of the organization, the nature of the work to be performed, the manner in which Library Pages have been traditionally deployed in the s ystem, and the concerns of the bargaining unit employees in respect to job security and protection, it is not the intent of the Employer to exercise its rights to employ Library Pages so as to undermine or erode the bargaining unit, and, under no circumstances will the use of Library Pages cause the layoff or reduction of scheduled hours of any full-time or regular

part-time employee.

b) Library Pages and grant workers shall not plan or conduct story times, class visits and/or school visits. Any involvement in the implementation of children's summer programs, including community outreach, will be under the direction of library staff or the community partner in the case of community partnership programs.

22.05 Employee Development

The Employer may provide employees the opportunity to participate in appropriate seminars, workshops or short courses. When possible and appropriate the Employer will provide to all staff information on seminars, workshops or short courses by posting a notice on the Employer's internal website.

22.06 Steward Present at Disciplinary Meeting

The Manager shall request that the Steward or Lead Steward be present at any meeting called for the purpose of announcing any disciplinary measure, unless the employee objects. Where the steward or lead steward is not scheduled to work at the time the meeting is to be held, they may be replaced by the nearest available steward from amongst those designated by the Union as a replacement. For clarity, performance appraisals and discussions leading to, or relating to performance appraisals are not disciplinary.

The principle of progressive discipline shall be followed, where applicable.

22.07 Emergency Incidents Reports

Copies of all Emergency Incident Reports will be provided to the Health and Safety Committee on a monthly basis (relating to the health and safety of staff) deleting names when appropriate.

22.08 Personnel Files

a) **Request to Review**
An employee has the right to review their personnel file within one (1) week of requesting it in writing to the HR Director. Employees reviewing their files shall do so in the presence of the Employer.

b) **Disciplinary Record**
A copy of any disciplinary action that is placed in the employee's personnel file shall be given to the employee. A copy of a disciplinary action that has been placed in the employee's personnel file shall be removed from the file when the employee has completed twelve (12) months of active service with a clear disciplinary record from the date of the last occurrence. The twelve

(12) month period shall be eighteen (18) months for regular part-time and call-in employees. Notwithstanding the foregoing, the above periods shall be twenty-four (24) months for all employees in the case of discipline which is in respect of the same or similar conduct.

22.09 Picket Lines

The Employer shall take reasonable steps in the event that employees are required to cross a legal picket line set up by another local union.

22.10 Meal Allowance

Bookmobile employees assigned to work on the vehicle and who are entitled to a meal break, shall receive a $9.00 meal allowance. Employees who are assigned to work for a seven (7) hour shift or more at a non-Library location (*i.e.* outreach services) shall also receive $9.00 for a meal allowance.

*For the remainder of the term of this renewed Collective Agreement, the meal allowance rate only will be adjusted to match any improvements to benefits subsequently negotiated by the City of Hamilton and CUPE 5167.

22.11 Emergency Closure

Where there is a temporary closure as a result of an immediate emergency or a planned temporary closure due to renovations, repairs, or moves, the Employer will:

a) First offer to the affected employees the choice of taking either a vacation day or an unpaid leave of absence with no loss of seniority or benefits; thereafter, at the Employer's discretion, one of the following:

b) Reassign staff to another location;

c) Reschedule the lost hours within two (2) pay periods; or

d) Decide not to do either (b) or (c), in which case employees shall still be paid for their regularly scheduled hours which they did not work as a result of the temporary layoff.

ARTICLE 23 - TECHNOLOGICAL CHANGE AND CONTRACTING OUT

23.01 Technological Change

a) In this Article “technological change” means the introduction or implementation of equipment, material or processes of a different nature or type from that previously utilized and which leads to substantive differences in job content requiring new or more specialized skills than presently required and/or the

elimination of position(s).

b) The Employer shall give at least ninety (90) days written notice to the Union before the introduction of technological change, which will be discussed at the Labour Management Committee. In advance of this meeting, the Union will be notified in writing of available information regarding the nature and degree of change, the expected training required and the date of implementation.

c) In the event that an employee loses their position because of changes made to that position or its abolishment, the Employer will offer the following in descending order:

(i) For employees within five (5) years of retirement age, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Employer.

(ii) Transfer the employee to a vacant position provided the employee has the requisite degree of knowledge, education, skills, abilities, and qualifications as determined by the Employer to perform the duties of the position in an efficient manner.

(iii) Where appropriate, provide the employee with training at the Employer's expense to perfect/acquire the skills necessitated by the technological change within a reasonable period of time.

(iv) Lay off the employee in accordance with Article 13. In such case the employee can decide to maintain their recall rights under Article 13 or terminate their employment in which case they shall be paid severance pay equal to two (2) weeks' salary for each year of service to a maximum of twenty-six (26) weeks, less applicable statutory deductions, or as required by the Ontario *Employment Standards Act* (ESA) or its successor legislation.

23.02 Contracting Out

a) In the event that the Employer deems it necessary for certain work to be done outside the bargaining unit, the Employer shall give the Union at least ninety (90) days prior notice of any employee who will be displaced as the result of such contracting out. The Employer shall do the following in descending order:

(i) For employees within five (5) years of retirement age, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Employer.

(ii) Transfer the employee to a vacant position provided the

employee has the requisite degree of knowledge, education, skills, abilities, and qualifications as determined by the Employer to perform the duties of the position in an efficient manner.

(iii) Lay off the employee in accordance with Article 13. In such case the employee can decide to maintain their recall rights under Article 13 or terminate their employment in which case they shall be paid severance pay equal to two (2) weeks' salary for each year of service to a maximum of twenty-six (26) weeks, less applicable statutory deductions, or as required by the Ontario *Employment Standards Act* (ESA) or its successor legislation and a retraining allowance to a maximum of $1500.00.

b) Where the Employer does contract out work of the bargaining unit, it shall require the contractor or subcontractor to provide proof of *WHMIS* training for the contractor's or subcontractor's employees on site.

ARTICLE 24 - TERM

24.01 Duration of Agreement

This Agreement shall remain in force and effect from January 1, 2025 until December 31, 2028 and from year to year thereafter, unless either Party notifies the other in writing during the four (4) months preceding the expiry date of this Agreement of its desire to bargain with a view to renewal, with or without amendments, this Agreement, or the making of a new Agreement.

24.02 Retroactivity

All employees who were actively employed or who have retired without monetary settlement between the termination date of the agreement and the effective date of the new agreement shall be entitled to retroactive adjustments in accordance with the Agreement reached by the parties.

Agreed to this 10th day of July 2025

FOR THE EMPLOYER:	FOR CUPE LOCAL 932:
C. [illegible]	L [illegible]
Karen Milligan	Mullard
C Bedford	Margaret Mandula
S Di[illegible]	Jennifer Hamilton
K Dolan	Darrey Lenore
L DesPelle	B Howell
Paul [illegible]	Paul [illegible]

APPENDIX A: Hamilton Public Library – Rates for CUPE 932

Hamilton Public Library - Rates for CUPE 932				
Job Code	HPL Job Description Title		Jan. 1/25	Jan. 1/26
	GRADE A = UP TO 190 POINTS	step one	$ 24.599	$ 25.336
4156	Mail Service Support Clerk - pt/ft	step two	$ 26.046	$ 26.826
6113	Cleaner/Clerical/Shipping Call In	step three	$ 27.492	$ 28.317
		step four	$ 28.939	$ 29.807
	GRADE B = 191 - 225 POINTS	step one	$ 25.671	$ 26.441
565	Courier pt (25 wkly)/ ft	step two	$ 27.181	$ 27.996
827	Custodian - Branches - ft (36.25wkly)	step three	$ 28.691	$ 29.552
6024	Cleaner - pt/ft (36.25 wkly)	step four	$ 30.201	$ 31.107
7359	Events Clerk - pt			
	Custodial/Circulation - Call In			
	GRADE C = 226 - 260 POINTS	step one	$ 29.577	$ 30.466
4122	Clerical Support - Blocks - ft	step two	$ 31.318	$ 32.258
4180	Serials Clerk - ft	step three	$ 33.058	$ 34.050
4177	Info Clerk - Bookmobile - pt	step four	$ 34.798	$ 35.842
4179	Info Clerk - Community - pt			
4182	Info Clerk - Neighbourhood - pt			
4233	Info Clerk - call in			
6676	Info Clerk - Central - pt			
	Info Clerk - ft			
6617	Collections ILLO & clerical - ft			
7430	Facility Maintenance Worker			
	GRADE D = 261 - 295 POINTS	step one	$ 33.722	$ 34.734
6114	Bookmobile Driver/Clerk - call in	step two	$ 35.706	$ 36.778
6115	Librarian Assistant - call in	step three	$ 37.690	$ 38.821
6647	Digital Technology Tech - pt	step four	$ 39.674	$ 40.864
6769	Financial Assistant - ft			
6783	Archives Technician - pt			
6795	Digitization Technician - ft			
724	Library Technician - Clerical - ft			
4184	Library Technician, Children's - ft			
4192	Library Technician - Tech Serv - ft			
4217	Library Technician, Chld - Brnch - pt			
6837	Public Service Programmer - ft & pt			
7384	Digital Technology Assistant- call in			
	Community Connector - ft			

	GRADE E = 296 - 330 POINTS	step one	$ 38.108	$ 39.251
1804	Bookmobile Driver/Clerk - ft	step two	$ 40.349	$ 41.560
6874	Graphic Assistant - ft	step three	$ 42.591	$ 43.869
4994	Archives Assistant - ft	step four	$ 44.833	$ 46.178
6005	Planning/Development Officer - ft			
6644	Digital Technology Assistant - ft			
6740	Communications Officer - ft			
7026	Librarians Assistant (MLCS)			
	GRADE F = 331 - 365 POINTS	step one	$ 39.071	$ 40.243
2001	Integrated Lib Serv Analyst - ft	step two	$ 41.369	$ 42.611
2039	Analyst/Developer - ft	step three	$ 43.668	$ 44.978
6041	ELL Supervisor - ft & pt	step four	$ 45.966	$ 47.345
7011	Senior Communications Officer - ft			
4208	Librarian Assistant - Central - ft & pt	-	-	-
4211	Librarian Assistant - Branches - ft & pt	-	-	-
4212	Librarian Assistant - Neighbhd - ft	-	-	-
7572	Content Management Specialist			
	GRADE G = 366 - 400 POINTS	step one	$ 41.997	$ 43.257
129	Archivist - ft	step two	$ 44.467	$ 45.801
4204	Cataloguing Librarian - ft	step three	$ 46.938	$ 48.346
4202	Collection Librarian - ft	step four	$ 49.408	$ 50.890
6731	Community Librarian - ft			
6732	Community Youth Librarian - ft			
6822	Librarian, Digital Technology			
7024	Senior Planning & Development Officer - ft			
7171	IT Administrator			
4205	Volunteer Coordinator - ft			
	GRADE H = 401 - 435 POINTS	step one	$ 44.453	$ 45.786
	no jobs	step two	$ 47.068	$ 48.479
		step three	$ 49.682	$ 51.173
		step four	$ 52.297	$ 53.866
	GRADE I = 436 - 470 POINTS			
	no jobs			

APPENDIX B: Short Term Income Protection Plan for Full-time Employees

INTRODUCTION

The following Plan is designed to provide a full-time employee with an income if they cannot perform their normal duties due to illness or non-occupational injury during both short and long term disabilities. This Plan replaces the existing Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Worker's Safety Insurance Board Benefits. Provision is included under the Short Term Income Protection Plan to "top up" awards from the Worker's Safety Insurance Board from an employee's cumulative sick leave plan credits to 100% of earnings.

A full-time employee will be paid while they are disabled until the earlier of:

a) The employee returns to work; or

b) The employee retires, either at the normal retirement age or opts to retire early; or

c) The employee exhausts their entitlements under either of the plans; or

d) The employee dies.

DEFINITIONS

Employee	For the purposes of this plan, an employee is one who is either full-time non-union or unionised and covered by a contractual union agreement which includes the Income Protection Plan and who has completed their probationary period.
Employee - New	A new employee is one who is full-time and has not completed their probationary period.
Short Term Disability	This is defined as a period of disability resulting from illness or non-occupational injury as determined by “the employee’s treating physician/physician specialist” which prevents a full-time employee from attending their regular work and which extends for a period of not more than twenty-six (26) weeks.
Long Term Disability	This is defined as a period of disability resulting from illness or non-occupational injury as determined by a qualified medical practitioner, which prevents a full-time employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay — For purposes of this Plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits E.I. would pay based on the employee's insurable earnings.

COMMENCEMENT OF INCOME PROTECTION PLAN

A new employee shall commence coverage under the Plan on the first working day following completion of their probationary period. An employee who is not present at work on becoming eligible, will commence coverage following their return to work. For clarification, not present at work refers to absences such as any leave of absence without pay including, an unpaid sick leave of absence, or is on layoff.

SERVICE

Service for all full-time employees for the purpose of the Plan, shall mean completed years of service with the Employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service in any year.

SHORT TERM INCOME PROTECTION PLAN

Entitlements

Short-term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following schedule for employees hired after January 1, 2005:

Service	100% of Pay	70% of Pay
From the date of eligibility to December 31st	0 Weeks	26 weeks
1st full year of service as at January 1st	2 weeks	Plus 24 weeks
2nd full year of service as at January 1st	3 weeks	Plus 23 weeks
3rd full year of service as at January 1st	4 weeks	Plus 22 weeks
4th full year of service as at January 1st	5 weeks	Plus 21 weeks
5th full year of service as at January 1st	6 weeks	Plus 20 weeks
25th full year of service as at January 1st	26 weeks	Plus 0 weeks

Short-term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following schedule for employees hired prior to January 1, 2005:

Service	100% of Pay	70% of Pay
From the date of eligibility to December 31st	0 Weeks	26 weeks
1st full year of service as at January 1st	2 weeks	Plus 24 weeks
2nd full year of service as at January 1st	3 weeks	Plus 23 weeks
3rd full year of service as at January 1st	4 weeks	Plus 22 weeks
4th full year of service as at January 1st	5 weeks	Plus 21 weeks
5th full year of service as at January 1st	6 weeks	Plus 20 weeks
6th full year of service as at January 1st	7 weeks	Plus 19 weeks
7th full year of service as at January 1st	8 weeks	Plus 18 weeks
8th full year of service as at January 1st	9 weeks	Plus 17 weeks
9th full year of service as at January 1st	10 weeks	Plus 16 weeks
10th full year of service as at January 1st	11 weeks	Plus 15 weeks
11th full year of service as at January 1st	12 weeks	Plus 14 weeks
12th full year of service as at January 1st	13 weeks	Plus 13 weeks
13th full year of service as at January 1st	14 weeks	Plus 12 weeks
14th full year of service as at January 1st	15 weeks	Plus 11 weeks
15th full year of service as at January 1st	16 weeks	Plus 10 weeks
16th full year of service as at January 1st	17 weeks	Plus 9 weeks
17th full year of service as at January 1st	18 weeks	Plus 8 weeks
18th full year of service as at January 1st	19 weeks	Plus 7 weeks
19th full year of service as at January 1st	20 weeks	Plus 6 weeks
20th full year of service as at January 1st	21 weeks	Plus 5 weeks
21st full year of service as at January 1st	22 weeks	Plus 4 weeks
22nd full year of service as at January 1st	23 weeks	Plus 3 weeks
23rd full year of service as at January 1st	24 weeks	Plus 2 weeks
24th full year of service as at January 1st	25 weeks	Plus 1 week
25th full year of service as at January 1st	26 weeks	Plus 0 weeks

1. Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness and/or non-occupational injury will constitute an occasion:

    a) from the first day of absence for the first four occasions of absence in a calendar year, and

    b) from the second day of the fifth absence in the calendar year, and

    c) from the third day of the sixth absence in the calendar year, and

    d) from the fourth day of the seventh and subsequent absences in a calendar year.

2. When a full-time employee can demonstrate to the Employer that they can only attend their physician as part of regular on-going treatments during the day, the absences shall collectively constitute an occasion for purposes of this Plan. In order for this to occur, the employee must provide the Employer with documentation from their physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.

3. Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.

4. Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of one (1) month.

5. A disability due to a different cause will be considered a new period after a return to active employment for one (1) month.

Limitations to benefits payable

1. No benefits will be payable during a period of leave of absence to which a full-time employee is entitled under the Ontario *Employment Standards Act*, or during any such longer period of leave for which the full-time employee has applied and been approved by the Employer.

2. Short-term disability payments will be offset by any disability benefits payable to the full-time employee from the Canada Pension Plan.

3. The Employer will continue to pay group benefits costs for full-time employees including Dental, Extended Health Care, Vision, Life Insurance for a period not longer than thirty (30) consecutive months.

Where required, payroll deductions for benefits and/or pension purposes will continue to be made from disability pay.

Regulations of the Plan

a) **Explanation of Absence**

(i) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to their Manager, as per Article 5.10.

(ii) The Manager shall report such illness/non-occupational injury on the *Employer's Absence Form* on the same day that they receive notice of an employee's illness/non-occupational injury.

(iii) An employee who is off four (4) or more working days shall provide and pay for a medical note substantiating the employee's absence due to illness or injury and inability to perform their normal duties for each period of absence and at regular intervals (*e.g.* every three (3) weeks) where the medical note does not specify a return to work date. Notwithstanding the foregoing, the Employer can request progress updates from the medical practitioner.

(iv) Where an employee has been absent for ten (10) or more working days, the employee must provide a medical certificate completed by the employee's treating medical practitioner stating the employee is fit to return to work before the employee will be permitted to resume their duties/responsibilities and/or modified duties. The Employer shall pay the full cost of the medical certificate. The medical certificate form shall be provided by Human Resources.

The Employer shall pay the cost of any required updated medical certificate in respect of an employee who is on modified duties.

(v) If an employee requires accommodation, the employee shall participate in a return to work program in consultation with the employee's physician/physician specialist, the employee, a representative of the Union, and the Employer, consistent with their obligations under the Ontario *Human Rights Code*.

2. Payment:

(i) If an employee is absent for a period of less than four (4) days and the Employer requires a medical note, the Employer will pay

the costs of the medical note, except in the circumstances outlined in paragraphs 3 (ii) (iii) below.

(ii) If the Employer requires additional medical verification, *e.g.* specialist's report, and if no insurance coverage is available to pay the cost, the Employer will pay the cost.

(iii) No sick pay will be payable during a period of leave or if an employee is in receipt of any form of sick pay or indemnity from any other Employer for the same day.

3. Non-compliance with the STD Plan

(i) The employee should be aware that failure to comply with the requirements set out above may result in the withholding of any sick pay benefit and the employee being considered as absent without leave and subject to appropriate disciplinary action depending upon the circumstances.

(ii) Where the Manager or Human Resources Department has reason to believe that the absence of the employee was not due to illness/non-occupational injury, the Director or Human Resources may require medical verification for any absence, regardless of length at the employee's expense.

(iii) The Employer may also disallow sick pay where an employee demonstrates any type of pattern of absences of which Human Resources have previously given the employee notice, and may require medical verification at the employee's expense.

APPENDIX C: Short Term Income Protection Plan: Eligible Part-time Employees

INTRODUCTION

The following Plan is designed to provide the eligible part-time employees with some income protection if they cannot perform their normal duties due to illness or non-occupational injury. This Plan is not intended to duplicate or replace any Worker's Safety Insurance Board Benefits.

An eligible part-time employee will be paid as identified herein, while they are disabled until the earlier of:

a) The employee returns to work; or

b) The employee retires, either at the normal retirement age or opts to retire early; or

c) The employee exhausts their entitlements under the plan; or

d) The employee dies.

DEFINITIONS

Employee	For the purposes of this Plan, an employee is one who is part-time, described under 14.04 a)(i) and covered by a contractual union agreement which includes the Income Protection Plan and who has completed their probationary period.
Employee-New	A new employee is one who is part-time and has not completed their probationary period.
Short Term Disability	Part-time employees (14.04 a)(i) defines part-time) are eligible for payment as identified in the Part-time schedule, provided the period of disability resulting from illness or non-occupational injury is determined by "The employee's treating physician/physician specialist" which prevents the employee from attending their regular work.
Pay	For purposes of this Plan, sick hours are based upon normal hourly rates, for regularly scheduled shifts and shall not include any shift premium, overtime, or other increments.

COMMENCEMENT OF INCOME PROTECTION PLAN

A new employee shall commence coverage under the Plan on the first working day

following completion of their probationary period, and

An employee, who is not present at work on becoming eligible, will commence coverage following their return to work. For clarification, not present at work refers to absences such as any leave of absence without pay including, an unpaid sick leave of absence, or is on layoff.

SERVICE
Service for eligible part-time employees, for the purpose of the Plan, shall mean completed hours as at the January 1st of each calendar year.

Unused sick hours will be carried forward from the previous year into the next to a maximum of 100 hours.

SHORT TERM INCOME PROTECTION PLAN

Entitlements

Short term coverage will be paid in accordance with the following schedule:

Service:	**100% of Pay**			
	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
From the date of eligibility to December 31st	8 Hours	9 Hours	10 Hours	11 Hours
1st full year of service as at January 1st (1820 hours)	11 Hours	12 Hours	13 Hours	14 Hours
2nd full year of service as at January 1st (3620 hours)	15 Hours	16 Hours	17 Hours	18 Hours
3rd full year of service as at January 1st (5460 hours)	25 Hours	26 Hours	27 Hours	28 Hours
4th full year of service as at January 1st (7280 hours)	31 Hours	32 Hours	33 Hours	34 Hours
5th full year of service as at January 1st (9100 hours)	51 Hours	52 Hours	53 Hours	54 Hours

1. Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness and/or non-occupational injury will constitute an occasion:

    a. from the first day of absence for the first four (4) occasions of absence in a calendar year, and

    b. from the second day of the fifth absence in the calendar year, and

    c. from the third day of the sixth absence in the calendar year, and

    d. from the fourth day of the seventh and subsequent absences in a calendar year.

2. Successive absences due to the same or a related cause will be considered as one (1) continuous period of disability unless separated by return to active employment for a

period of one (1) month.

3. A disability due to a different cause will be considered a new period after a return to active employment for one (1) month.

Limitations to benefits payable

1. No benefits will be payable during a period of leave of absence to which a part-time employee is entitled under the Ontario *Employment Standards Act*, or during any such longer period of leave for which the part-time employee has applied and been approved by the Employer.

Regulations of the Plan

1. **Explanation of Absence**

   (i) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to their Manager, as per Article 5.10.

   (ii) The Manager shall report such illness/non-occupational injury on the *Employer's Absence Form* on the same day that they receive notice of an employee's illness/non-occupational injury.

   (iii) An employee who is off four (4) or more consecutive scheduled shifts shall provide and pay for a medical note substantiating the employee's absence due to illness or injury and inability to perform their normal duties for each period of absence and at regular intervals (e.g. every three (3) weeks) where the medical note does not specify a return-to-work date. Notwithstanding the foregoing, the Employer can request progress updates from the medical practitioner.

   (iv) Where an employee has been absent for ten (10) or more working days, the employee must provide a medical certificate completed by the employee's treating medical practitioner stating the employee is fit to return-to-work before the employee will be permitted to resume their duties/responsibilities and/or modified duties. The Employer shall pay the full cost of the medical certificate. The medical certificate form shall be provided by Human Resources.

   The Employer shall pay the cost of any required updated medical certificate in respect of an employee who is on modified duties.

   v) If an employee requires accommodation, the employee shall participate in a return-to-work program in consultation with the employee's physician/physician specialist, the employee, a representative of the Union, and the Employer consistent with their obligation under the Ontario *Human*

Rights Code.

2. Payment

(i) If an employee is absent for a period of less than four (4) consecutive scheduled shifts and the Employer requires a medical note, the Employer will pay the cost of the medical note except in the circumstances outlined in paragraphs 3 (ii) (iii) below.

(ii) If the Employer requires additional medical verification, *e.g.* specialist's report, and if no insurance coverage is available to pay the cost, the Employer will pay the costs.

(iii) No sick pay will be payable during a period of leave or if an employee is in receipt of any form of sick pay or indemnity from any other Employer for the same day.

3. Non-compliance with the STD Plan

(i) The employee should be aware that failure to comply with the requirements set out above may result in the withholding of any sick pay benefit and the employee being considered as absent without leave and subject to appropriate disciplinary action depending upon the circumstances.

(ii) Where the Manager or Human Resources Department has reason to believe that the absence of the employee was not due to illness/non-occupational injury, the Manager or Human Resources may require medical verification for any absence, regardless of length at the employee's expense.

(iii) The Employer may also disallow sick pay where an employee demonstrates any type of pattern of absences of which Human Resources have previously given the employee notice, and may require medical verification at the employee's expense.

Letter of Understanding: Working Alone

The Employer will install surveillance and emergency response systems at the locations set out below. The Employer will make every endeavour to hire casual staff so that there is a second person present during open hours. Affected branches are: Binbrook, Carlisle, Freelton, Greensville, Lynden, Millgrove and Mt. Hope.

Letter of Understanding: Accommodated Workers

The parties confirm their agreement that the individuals referred to as “accommodated” employees are on file in the Human Resources Department.

Letter of Understanding: Volunteers

No changes in the use of volunteers will be introduced into the workplace without prior notification and discussion at the Labour Management Committee.

Letter of Understanding: Retiree Benefits

For the duration of this Agreement, employees will be eligible for retiree benefits as follows:

In order to become eligible to receive Retiree benefits, employees must satisfy the following conditions:

1. Employees, at the time of retirement, have fifteen (15) or more years service of Hamilton Public Library, or predecessor libraries.

2. Employees, are eligible to retire with an unreduced pension under any recognized OMERS factor, or in the case of part-time employee who may not be a member of OMERS, and who have the equivalent combination of age and service to the recognized OMERS factor.

Full-time employees satisfying the above conditions can continue to receive the level of benefits in place on the January 1st of the year in which they retire up to age sixty-five (65). Part-time employees satisfying the above conditions can continue to receive the level of benefits in place on the January 1st of the year in which they retire at the same

level of cost sharing as is in place at the time of retirement.

For the purposes of this letter of understanding, the definition of employees is defined as full- time and permanent part-time employees employed as of the date of ratification (June 28, 2006).

Letter of Understanding: Retirement Protocol

1. Employees who wish to retire must provide the Employer with written notice of their intention to retire.

2. An employee will be entitled to change their mind regarding their intention to retire or the date of retirement at any time within seven (7) calendar days of the date of their written notice of their intention to retire. Such notice of change must be done in writing.

3. Conversely, beyond the seven (7) calendar day window specified in paragraph 2 above, an employee will not be entitled to change their mind respecting their decision to retire or the date of retirement. In such a case, the employee will retire and their employment will terminate on the date specified in their notice of intention to retire. The Union and the Employer agree that in such a case, termination of employment on the date specified in the notice of intention to retire is appropriate.

4. A grievance may be filed to challenge the factual basis of a termination pursuant to paragraph 3 only. To be clear, should the factual basis for a termination pursuant to paragraph 3 above be made out, a board of arbitration will have no jurisdiction to alter the result of termination from employment on the date specified in the Employee's notice of intention to retire.

5. Once the seven (7) calendar days deadline specified in paragraph 2 above has passed, the Employer will send written confirmation of the employee's retirement to the employee and the Union within one (1) week of said deadline.

Letter of Understanding: Benefit Continuation for Full-time Staff on Income Protection

The parties have discussed the language following under the full-time Income Protection Plan that refers to limitations to benefits payable, Item # 4. To provide greater clarity for all parties to the Collective Agreement, it is understood that the language, is clarified to The Employer will continue to pay group benefits costs for fulltime employees including Dental, Extended Health Care, Vision, Life Insurance for a

period not longer than thirty (30) consecutive months while the employee continues to be in receipt of short term or long term disability payments. Where required, payroll deductions for benefits and/or pension purposes will continue to be made from disability pay.

The clarification does not impact the current practice of the Library to continue to provide such benefits with the exclusion of OMERS, which is governed by its own rules and regulations, should the decision of the Long Term Disability insurance carrier to deny disability benefits be appealed.

Wage Settlement

January 1, 2025 – 3%

January 1, 2026 – 3%

For the remainder of the years under this Collective Agreement, the wage adjustments shall match those negotiated by the City with CUPE 5167.

Red Circling of employees whose current rate of pay is greater than the job rate as a result of job evaluation, will remain in effect until the wage rate for the position is equivalent to or greater than their current rate of pay, which ever first occurs. These employees shall not be eligible for any wage settlements/increases until such time that the job rate is equivalent to or greater than their current rate of pay, whichever first occurs.

The above adjustments are inclusive of any and all pay equity adjustments. Moreover, the parties agree that these adjustments satisfy maintenance obligations and any and all present or future claims under the *Pay Equity Act*, internal equity and/or all letters of understanding pertaining to pay equity and internal equity for the duration of this Collective Agreement. Notwithstanding the foregoing, in the event that a City of Hamilton male comparator job rate is changed, this could give rise to a pay equity claim and/or may necessitate a review of the male comparator position to be used for the purposes of pay equity.

Expiry Date: December 31, 2028

Entries in bold indicate table references.

A

Absences
- Before or after a recognized holiday.....48
- Explanation ..... *See* Short Term Income Protection Plan, Explanation of Absence
- Failure to file (medical form)..... *See* Short Term Income Protection Plan, Compliance, Failure to Comply
- Failure to Notify.....27
- Family Responsibility < 1/2 day..... *See* Family Responsibility Leave, Absence of three (3) hours or less
- Notification 13
- Without Excuse 27

Accommodation 12, 71

Additional Hours of Work 39
- Compensation.....39
- Responsibility of Employee to Notify 39

Adoption leave ..... *See* Leaves of Absence, Pregnancy/Parental/Family Responsibility

Anniversary Date .....*See* Compensation, Anniversary Date

Arbitration 23–24
- Board of 23
  - Authority.....24
  - Failure to Appoint 24
  - Procedures.....24
  - Prohibition on Appointment 24
- Disagreement on Decision 24
- Expenses 24
- Time Limits.....23

B

Bargaining Unit
- Annual List 13
- Contract Positions.....16, 17
- Contracting Out 62
- Permanent Vacancies 28
- Recruitement Outside of.....28
- Temporary Assignment Outside of 27

Bargaining Unit Work
- Library Pages.....59
- Managers.....13

Benefits.....55–58
- Change of Carrier.....58
- Chiropractic Care 56
- Co-ordination of.....56
- Dental Insurance Plan 55
- Disability..... *See* Short Term Income Protection Plan
- Drug Plan 55
- Employees 65 or Older.....56
- Extended Health Insurance Plan 55
- Full Time Employees.....55
- Group 55
- Hearing Aid Provision.....56
- Life Insurance.....55
- Limitation of Liability 57
- Long Term Disability Plan.....57
- Orthotics.....56
- Part-Time Employees.....56
- Pension Plan ..... *See* OMERS
- Physiotherapy 56
- Supplemental Employment Benefit Plan 50
- Vision Care.....56

Bereavement Leave .....*See* Leaves of Absence, Bereavement Leave

Board Minutes....*See* Employer Obligations, Library Board Minutes

Bookmobile Drivers
- Call-in.....15
- Overtime.....*See* Overtime, Bookmobile Drivers

Bookmobile Employees
- Meal allowance.....61

Breaks*See* Hours of Work: Breaks and Meal Breaks

Bumping
- Contract Positions 32
- Medical Accommodation 33
- Permanent Employees 32
- Rights.....32, 33
- Vacation 44

C

Call-in Employee
- Biweekly Availability Requirements 16
- Definition 15
- Eligibility 15

Former Employee.....15
Loss of Seniority.....27
Minimum Availability.....16
Rates of Pay **15**
Refusal of Work.....15, 27
Scheduling Restrictions.....15
Seniority 25
Specification of Work Locations 15
Sunday Work 16
Terms and Conditions 15
Vacation Pay.....15
Casual Staff 10, 77
CEO.....*See* Chief Executive Officer (CEO)
Chief Executive Officer (CEO).....21, 22
Citizenship Leave.. *See* Leaves of Absence, Citizenship Leave
Clustered Branches 40
Collective Agreement
Conflicting Agreements 10
Correspondence Related to 59
Duration 63
Duration of.....63
Printing.....59
Provision to New Employees.....12
Purpose 9
Rights and Obligations 10
Validity 59
Violation of 21
Collective Bargaining Agent ..... *See* Union
Committees.....18
Election of Employees for.....19
Grievance Committee.....19
Joint Health and Safety Committee 19, 60
Labour Management Committee ...18, 50, 62
Volunteers.....77
Notification of Members.....19
Union Committees.....50
Union Negotiating Committee.....18
Compensation.....38, 58–59
Anniversary Date.....58
Call-in Employees **15**
Disability **68**, **74**
Merit Increase 58
On-call 37
Overtime 38
Rate of Pay Limitations 59
Rate of Pay on Promotion 58
Rates Table.....**65**
Retroactivity ..... *See* Retroactivity
Salaries.....58
Sundays 36
Vacation Pay 43
Complaints*See* Grievance, Complaint Stage
Continuous Active Service...*See* Definitions: Continuous Active Service
Contract Positions 29
120 Days or Greater.....16
Bargaining Unit.....16, 17
Eligibility to apply for other positions.....30
Entitlement to Benefits.....17
Expiry or Cessation 16
Extension of Contract 17, 30
Grant Funded 16
Notice of Extension 17
Probation....*See* Probationary Employees
Seniority 17
Six (6) Month Contracts.....17
Temporary or Grant.....16
Time Periods 16
Transfer to Call-in.....16
Twelve (12) Months or Greater.....17
Vacation 45
Contracting Out 62
Layoff/Termination.....63
Notice Period.....62

D

Days Off..... *See* Hours of Work, Days Off
Deduction of Dues.....*See* Union, Dues, Deduction of
Definitions 14–18
Call-in Employee 15
Continuous Active Service.....40
Contract Positions 16
Days/Working Days.....18
Department or Branch 40
Grievance.....20
Group Grievance 20
Layoff 32
Librarian 14
Long-term Disability (FT) 67
New Employee 67
Overtime.....38
Permanent Employee.....14
Policy Grievance 20
Probationary Employee 14
Probationary Periods.....25
Regular Part-time Employee.....14
Seniority 25
Short-term Disability (FT) 67
Short-term Disability (PT) 73

Spouse....17
Technological Change....61
Union Business....53
Disability Benefits... *See* Short Term Income Protection Plan
Discharge....21
Discipline
Absence....27
Disciplinary Meeting....60
Disciplinary Records....60
Extension of....61
Progressive....60
Stewards....60
Union Representation....60
Doctor's Appointments... *See* Leaves due to Illness or Injury: Preventive Medicine
Dues.... *See* Union, Dues, *See* Union, Dues

E

Education Requirements....14, 28
Emergency Closure....61
Emergency Incidents Reports....60
Employee Data.. *See* Employer Obligations: Employee Data
Employee Development....50, 60
Employee Personnel File.....*See* Personnel Files
Employer Obligations
Benefits....*See* Benefits
Employee Data....13
Holiday Weekend Selection....37
Library Board Minutes....13
Notifications to Union....12
Policies and Procedures....12
Remission of Dues....11
Seniority List....26
Union Orientation....12
Vacation Approval....43
Employer Operations....19
Employment Insurance (E.I.)....51, 68
Rebates....53
Employment Insurance Act. *See* Legislation: Employment Insurance Act, *See* Legislation: Employment Insurance Act
Employment Standards Act. *See* Legislation: Ontario Employment Standards Act
Equity Adjustments
Pay Schedule....80

F

Family Responsibility Leave....52
Absence of three (3) hours or less....52
Use of Vacation Days....44
Floating Holiday....47

G

Government Grant Positions
Bumping....32
Duration of....30
Restrictions on Duties....60
Terms....16
Grievance....9
Administration....21
Arbitration....22
Committee....19
Complaint Stage....20, 22
Contract Positions....16
Correspondence....23
Decisions to Be Final and Binding....23
Definition....20
Employer Grievance....21
Form....21
Group....20
Improperly Completed....22
Job Related....21
Layoff or Recall....21
Mediation....22, 27
Policy....20
Procedure....19–23, 22
Retirement Protocol....78
Settlement Officer....22
Time Limits....23
Union Representation....19
Waiver of Steps....23
Group Benefits....*See* Benefits, Group

H

Health and Safety
Act. *See* Legislation:Ontario Occupational Health and Safety Act
Committee. *See* Committees: Joint Health and Safety Committee
Workplace Injury....53
Healthcare Plan.....*See* Benefits, Extended Health Insurance Plan
Holiday Weekends....37
Holidays....47–48
Absence without cause preceding....48
Floating....47
Full-time payment....48
Part-time payment....48
Regular day off....48

Statutory Holidays **47**
Hours of Work 34–38
Annual Determination 34
Breaks and Meal Breaks 36
Days Off 36
Digital Technology Employees 34
Full-time 34
Maintenance Employees 34
Mandatory Meeting Attendance 35
No Guarantee 37
Part-time Employees 34
Posted Schedules 36
Scheduling of Holiday Weekends 37
Shift Limits 35
Split Shifts 37, 38
Sunday Work Requirements 35
Waiver of Restrictions 35
Human Rights ..... *See* Legislation:Ontario Human Rights Code
Human Rights Code ..... *See* Legislation: Ontario Human Rights Code

I

Illegal Lockouts 14
Negotiation 14
Illegal Strikes 14
Negotiation 14
Income Protection 57
Indemnification 11
Injured or Ill Employees 53
Injury ..... *See* Health and Safety, Workplace Injury
Interviews ..... *See* Recruitment: Testing, Presentation and Interviews
Isolated Days .. *See* Vacation: Isolated Days

J

Job Postings 27–32
Acceptance of Positions 29
Contract Less Than 120 Days 16
Exclusion to Consideration for Vacancy 31
Notification to Successful Applicant 29
On-Call Requirements 37
Posting Requirement 27
Public Notice 29
Requirements 28
Job Promotion ..... *See* Promotion
Joint Health and Safety Committee ..... *See* Committees: Joint Health and Safety Committee
Jury Duty .. 48, *See* Leaves of Absence: Jury or Court Witness Duties

L

Labour Management Committee ..... *See* Committees: Labour Management Committee
Labour Relations Act ..... *See* Legislation: Ontario Labour Relations Act
Layoff 32
Notification 32
Procedure 32
Recall of Laid-off Employees 33
Seniority 25, 33
Leaves due to Illness or Injury 53–55
Annual Report 55
Notification 71
Full-time employees 71
Part-time Employees 75
Preventive Medicine 54
Leaves of Absence 48–53
Bereavement Leave 48
Campaign for Public Office **51**
Citizenship Leave 52
Domestic or Sexual Violence Leave 53
Employment Seminars and Workshops 50
Family Responsibility 52
Jury or Court Witness Duties 50
Personal Reasons 49
Pregnancy/Parental/Family Responsibility 50
Serve in Public Office 51
Union Business 53
Union Committees 50
Work Full-Time for the Union 53
Legislation
Employment Insurance Act 51
Ontario Employment Standards Act
Call-in Staff 15
Holidays 48
Layoffs 33
Leaves of Absence .. 41, 50, 52, 53, 58, 70, 75
Severance Pay 62, 63
Ontario Human Rights Code 12, 33
Accommodation 12, 71, 76
Ontario Labour Relations Act 12, 24
Ontario Municipal Act 52
Ontario Municipal Employees Retirement System Act ..... *See* OMERS
Ontario Occupational Health and Safety Act . 19
Letters of Understanding 77–80

Accommodated Workers 77
Benefit Continuation for Full-time Staff on Income Protection 78
Retiree Benefits.....77
Retirement Protocol 78
Volunteers.....77
Working Alone.....77
Librarian
Definition 14
Vacation..... *See* Vacation: Professional Librarians
Library Pages.....10
Duties.....59
Lieu Time 38
Lockouts ..... *See* Illegal Lockouts
Long Term Disability Plan
Cost of Plan 57
Long Term Disabiltiy
Definition 67

M

Management Rights 9
Maternity Leave .... *See* Leaves of Absence: Pregnancy/Parental/Family-Responsibility
Meal allowance 61
Meal Breaks*See* Hours of Work: Breaks and Meal Breaks
Mediation ..... *See* Grievance: Mediation
Medical Accommodation 33
On-call Breaks 37
Medical Certificate 46, 71
Municipal Act ..... *See* Legislation: Ontario Municipal Act

N

Negotiating Committee.....*See* Committees: Union Negotiating Committee
New Employees
Definition 67
Employee Data 13
Rate of Pay 58
Short-term Income Protection Plan
Full-time 68
Part-time 73
Notice of Absence 13
Notice Period 12, 13
Technological Change.....62

O

Occasions 54, 70, 74
Occupational Health and Safety Act..... *See* Legislation: Ontario Occupational Health and Safety Act
OMERS 57, 77, 79
On-call.....*See* Call-in Employee
Orientation
Job 33
Union... *See* Employer Obligations: Union Orientation
Overtime 38–40
Bookmobile Drivers 39
Call-in Employees 15
Compensation 38
Definition 38
Full-Time Employees.....38
Holidays 38
Meal Allowance 40
Part-Time Employees.....38
Pyramiding 40

P

Paid Holidays .....*See* Holidays: Statutory Holidays
Paternity Leave ..... *See* Leaves of Absence: Pregnancy/Parental/Family-Responsibility
Pay Equity.....80
Pension ..... *See* OMERS
Permanent Employee
Definition 14
Personal Information ..... *See* Employer Obligations: Employee Data
Personal Leave ..... *See* Leaves of Absence: Personal Reasons
Personnel File
Disciplinary Record 60
Personnel Files 60
Request to Review 60
Picket Lines.....61
Policies and Procedures..... *See* Employer Obligations: Policies and Procedures
Policy Grievance 20
Postings ..... See Job Postings
Pregnancy Leave .. *See* Leaves of Absence: Pregnancy/Parental/Family Responsibility
Prescription Drug Plan ... *See* Benefits: Drug Plan
Preventive Medicine ..... *See* Leaves due to Illness or Injury: Preventive Medicine
Probationary Employee
Definition 14
Limitations 26
Probationary Period

Call-in Employee 25
Contract Employees 17
Definition 25
Extension 25
Full-time Employee 25
Part-time Employee.....25
Professional Development ....*See* Employee Development
Progressive Discipline..... *See* Discipline:Progressive
Promotion 31
Rate of Pay 58
Seniority.....25
Vacation upon 44
Pyramiding.....*See* Overtime: Pyramiding

R

Rates of Pay .....See Compensation
Recall.....33
Fail to Notify 27
Seniority.....25
Recall Rights..... 15, 33, 62, 63
Recognition and Scope 10
Recognized Holidays ..... *See* Holidays
Recruitment
Eligibility.....28
External.....28
Scheduling of Interviews 31
Selection 28
Testing, Presentations and Interviews.30, 31
Red Circling 80
Regular Part-time Employee
Definition 14
Reserve Part-time Employee ..... *See* Call-in Employee
Resignation.....27, 33
Retirement
Benefits.....57, 77
Due to Contracting Out.....62
Due to Technological Change 62
Notice of Retirement 78
Protocol.....78
Vacation Pay.....47
Retroactivity 63
Return to Work.....71, 74
Right of Representation 10
Rights of the Employer.....*See* Management Rights

S

Salaries..... *See* Compensation
Salary Plan.....58
Schedules .....*See* Hours of Work
Scheduling Restrictions
Digital Technology Employees 34
Full Time Employees.....34
Maintenance Employees 34
Part Time Employees 34
Selection ..... *See* Recruitment
Seniority.....25–27
Annual List 26
Call-in Employee 25
Contract Positions 32
Definition 25
Identical Rating.....26
Loss of Seniority.....27
Purpose 25
Rating.....26
Temporary Assignment Outside of Bargaining Unit.....27
Short Term Disability.....*See* Short Term Income Protection Plan
Short Term Income Protection Plan.....57
For Full-Time Employees 67–72
Absences .....*See* Occasions
Commencement of Coverage.....68
Compliance
Failure to Comply.....72
Pattern of Absences 72
Definitions
Employee 67
Long Term Disability.....67
New Employee 67
Service 68
Short Term Disability 67
Duration of Coverage 70
Entitlements.....68
Hired After January 1, 2005 .....**68**
Hired Before January 1, 2005 .....**69**
Explanation of Absence.....71
Four (4) or More Working Days.....71
Ten (10) or More Working Days....71
Limitations to Benefits Payable.....70
Linking.....70
Medical Certificateof Absence 71
Medical Note 71
Non-Compliance.....72
Payment for Documentation 72
Payment for Verification.....71

Payments ..... *See* Occasions
Regular Appointments 70
Regulations of the Plan 71
Successive Absences 70
For Part-Time Employees 73–76
Absences ..... *See* Occasions
Commencement of Coverage 73
Compliance
Failure to Comply 76
Pattern of Absence 76
Definitions 73
Employee 73
New Employee 73
Service 74
Short Term Disability 73
Entitlements **74**
Explanation of Absence 75
Four (4) or More Consecutive Scheduled Shifts 75
Limitations to Benefits Payable 75
Linking 75
Non-compliance 76
Payments ..... *See* Occasions
Regulations of the Plan 75
Successive Absences 75
Unused Sick Hours 74
Sick Days ..... *See* Occasions
Single Arbitrator ..... *See* Arbitration
Split Shifts 38
Spouse 17
Statutory Holiday ..... *See* Holidays: Statutory Holidays
Step Increases 58, 59
Stewards 11, 12
Absence from Workplace 11
Grievances ..... *See* Grievance: Union Representation
Lead Steward 12, 19, 23, 60
Presence at Disciplinary Meeting 60
Strikes ..... *See* Illegal Strikes
Sunday Scheduling Guidelines 35
Supplemental Employment Benefit Plan (SEB) ..... *See* Benefits: Supplemental Employment Benefit Plan
Suspension 21

T

Technological Change 61
Layoff/Termination 62
Notification 62
Severance Pay 62
Training 62
Transfer to Vacant Position 62
Temporary Vacancies ..... *See* Contract Positions
Termination 27
Call-in Employee 27
Vacation 46
Withdrawal of Resignation 27
Top-Up ..... *See* Benefits: Supplemental Employment Benefit Plan
Trial Period 29

U

Union 10
Committees ..... *See* Committees, Union Committees
Discrimination 12
Dues
Cessation of 11
Deduction of 10
Remission of 11
Employer Notiflcation to .... *See* Employer Obligations, Notifications to Union
Involvement in Recruitment 31
Membership 12
As Condition of Employment 12
Solicitation 12
Negotiating Committee. *See* Committees, Union Negotiating Committee
Notification to New Employees 12
Orientation ..... *See* Employer Obligations, Union Orientation
Outside Assistance to Employees 10
Policy Grievance ... *See* Grievance: Policy
President 11, 18, 23, 53
Recognition and Scope 10
Security 10
Stewards ..... *See* Stewards
Treasurer 11
Vice-President 11, 18
Union Shop 12

V

Vacancies ..... *See* Job Postings
Vacation 40–47
Approval 43
Bidding 44, 45
Blocks Becoming Available 44
Bumping 44
Carry-Forward 46
Computation of Vacation Pay 43

Continuous Active Service 41
Contract Position.....45
Earned Time Upon Death.....47
Entitlement
  Full Time Staff Other than Professional Librarians **42**
  Full-time Employees.....41
  Part-time Employees.....42
  Professional Librarians.....**41**
Entitlement List 43
Family Responsibility Leave Days.....44
First Year of Employment.....43
Holidays 47
Isolated Days 44
  Pro-rating 41, 43, 46
  Reinstatement of 46
  Retirement.....47
  Scheduling of 43
  Upon Transfer or Promotion 44
  Use as Family Responsibility Leave 44, 52
Vacation Year.....40
Volunteers.....77

W

Wage Settlement.....80
Working Day
  Definition 18