

Collective Agreement

- between -

Oakville Public Library



- and -

The Canadian Union of Public Employees
and its Local 5348

CUPE·SCFP

Expiry: December 31, 2023

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the of the Oakville Public Library in the Town of Oakville, save and except, Managers and persons above the rank of Managers, those working in Human Resources, Branch Supervisors, Senior Communications and Marketing Coordinator, Executive Assistant to the CEO and Acquisitions Supervisor.
- 2.02** No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement except with the written agreement of the Union.
- 2.03** Where the Union is concerned that a position posted as non-union should be included in the bargaining unit, the Employer agrees to meet with the Union to discuss. Failing agreement satisfactory to both parties, the Union may refer the matter to the Ontario Labour Relations Board for its determination.
- 2.04** The Union will be notified in writing of a change to be made to a job title.

ARTICLE 3 – MANAGERMENTS RIGHTS

- 3.01** The Union recognizes and acknowledges that it is the exclusive function of the Employer to manage its operations and to direct its employees and agrees that subject to the terms of this Collective Agreement, it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) set and change hours of work;
 - c) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee;
 - d) to manage the Library and its operations and without restricting the generality of the foregoing including but not limited to the services to be offered, the kinds and locations of equipment, the methods and techniques of work all of which the Library at its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations of the business.

- 3.02** The Employer shall exercise these rights in a manner consistent with the terms and conditions of this Collective Agreement.
- 3.03** The Employer shall provide three (3) days' advance notice, when feasible, to the Union and employees of changes to and/or new policies/rules.

ARTICLE 4 – NO DISCRIMINATION

- 4.01** The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union or any labour organization or by reason of any activity or lack of activity in the Union or any labour organization or for any other lawful reason.
- 4.02** The Union agrees that it will not discriminate against, coerce, restrain, or influence any employee because of their membership or non-membership, their activity or lack of activity in the Union or any labour organization, or for any lawful reason.
- 4.03** Neither the Union nor any employee covered by this Collective Agreement shall engage in any Union activity during working hours or hold any meeting at any time on the premises of the Library without the permission of the Employer.
- 4.04** The Employer and the Union further agree that there shall be no discrimination either by the Employer or the Union against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, gender identity or gender expression or on any other prohibited ground of discrimination set out in the Ontario *Human Rights Code*.
- 4.05** The Employer and the Union recognize that a Respectful Conduct Policy is in place. The Employer and the Union agree that every employee has the right to work in a harassment-free environment, pursuant to the Ontario *Human Rights Code*, the *Occupational Health and Safety Act* and the Respectful Conduct Policy.

ARTICLE 5 – NO STRIKES AND NO LOCKOUTS

- 5.01** The Union agrees that it will not cause, authorize, sanction or permit any member to cause or take part in any sit down, stay in, slow down, strike or work stoppage at any of the Library's premises during the term of this Collective Agreement.
- 5.02** The Employer agrees that it will not cause or sanction a lockout during the term of this Collective Agreement.
- 5.03** The words "strike" and "lockout" shall be as defined in the *Labour Relations Act*.

ARTICLE 6 – UNION SECURITY

- 6.01** The Employer will provide the Union with a list of all employees in the bargaining unit once each year. Information shall include: name; position and status; home mailing address; and phone number.
- 6.02** New employees will be provided with the opportunity to meet with the Union on an unpaid break following their orientation with Human Resources.
- 6.03** The Employer will allow the use of the Auditorium for a Union meeting four (4) times per year at no charge at an agreed upon time.

ARTICLE 7 – UNION DUES

- 7.01** The Employer shall deduct union dues, initiation fees and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions shall be electronically remitted to the National Secretary Treasurer of the Canadian Union of Public Employees no later than the 15th day of the month following the one in which they were deducted.
- 7.02** In addition, the Employer will also provide an electronic spreadsheet indicating the pay period covered by the deduction and the name, address, phone number, seniority, employment status, job title, regular earnings, hours worked, and dues deducted.
- 7.03** The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or other legal reporting requirement as specified by the Canada Revenue Agency.

ARTICLE 8 – UNION REPRESENTATION

- 8.01** The Union shall appoint or otherwise select a Committee of not more than four (4) employees, and the CUPE National Representative to represent the Union in meetings with the Employer concerning the negotiation and administration of this Collective Agreement.
- 8.02** The Union shall inform the Manager of Human Resources of the names of all its officers including the names of its stewards. Each of these officers and stewards shall have completed the probationary period. All changes to Union officers and stewards will be provided to the Manager of Human Resources within one (1) week.
- 8.03** Meetings between representatives of the Employer and the Union shall be held during working hours and not more than four (4) employees of the Union Committee shall be paid at the regular rate for the time spent at such meetings.
- 8.04** A Labour Management Committee shall be established consisting of four (4) representatives of the Union and the CUPE National Representative and four (4)

representatives of Management. The Committee shall concern itself with the following general matters:

- a) constructive criticism of all activities so that better relations shall exist between Management and its employees;
- b) improving and extending services to the public;
- c) reviewing suggestions from employees and the Employer, questions regarding working conditions and service, and conditions causing misunderstandings but not active grievances;
- d) making recommendations to the Union and/or the Employer relating to any of the above but no capacity to make changes to the existing Collective Agreement.

8.05 The Committee shall meet quarterly at mutually agreeable dates, times, and places. Additional meetings shall be scheduled if requested by either party. Members of the Committee shall be given notice of the meeting agenda. Employees shall not suffer a loss of pay for attending the meeting of this Committee.

8.06 An employee and the Employer representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

8.07 Minutes of the meeting of the Committee shall be prepared as promptly as possible and distributed to those in attendance. Minutes shall be prepared by the Union and the Employer on an alternating basis.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Where a difference arises between the parties regarding:

- the interpretation, application, or administration of this Collective Agreement; or
- an allegation made that the Collective Agreement has been violated; or
- an employee who has completed their probationary period claims that they have been disciplined or discharged without reasonable cause; or
- a question regarding the arbitrability of a matter;

such difference, allegation or claim shall be filed as a grievance and shall follow this procedure.

9.02 Grievances must be filed within five (5) days of the occurrence of the grieved incident or when it reasonably ought to have been known to the griever. A grievance involving more than one (1) employee on the same matter may be submitted as a group grievance.

Step 1 – Any employee having a grievance may, with or without their steward, submit a grievance verbally to their immediate supervisor or manager. A response shall be issued verbally to the grievor within three (3) days after the grievance is brought to the supervisor or manager’s attention.

Step 2 – If no response is given to the grievor within the time allowed under Step 1, or if the reply of the supervisor or manager is not acceptable, the grievor shall discuss their grievance with the Grievance Committee. If the grievance is to be submitted at Step 2 it must be put in writing, describing the particulars, the remedy sought, and section(s) of the Collective Agreement alleged to have been violated. The grievance must be signed by a member of the Union's Grievance Committee. The grievance must be submitted to the appropriate Director (or designate) within ten (10) days of the circumstances which gave rise to it. The Director (or designate) shall respond in writing to the Union, within seven (7) days after the grievance is received.

Step 3 - If no response is given to the Union by the Director (or designate) within the time allowed under Step 2, or if the reply is not acceptable to the Union, the grievance may, within seven (7) days of receipt of the reply, or expiry of the time allowed for submitting a reply, whichever is earlier, be referred to the CEO (or designate). The CEO (or designate) shall meet with the employee and the Grievance Committee within ten (10) days. The CEO (or designate) shall reply to the grievance in writing, within ten (10) days after the meeting. A CUPE National Representative may be present at the meeting referred to in this Step.

9.03 Any grievance regarding a discharge or suspension shall be filed with the CEO (or designate) in writing at Step 3, within five (5) days of the discharge or notice of suspension.

9.04 A Union policy grievance, may be lodged by the Union in writing to the CEO at Step 3 of the grievance procedure within five (5) days of the circumstances giving rise to the grievance or when the union ought reasonably to have become aware. Policy grievances are limited to policy matters or matters that may affect several members of the bargaining unit. If it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an individual employee.

9.05 For the purposes of Article 9, “days” shall mean weekdays, exclusive of Saturdays, Sundays and paid holidays as defined in this Collective Agreement.

ARTICLE 10 – MEDIATION

10.01 Where the parties agree, a grievance may be referred to a mutually agreeable mediator. Such mediation shall be scheduled as soon as possible after the decision at Step 3 of the grievance procedure has been rendered unless otherwise agreed. Any recommendation from the mediator shall not be binding on the parties. The parties agree to share the cost of the mediation equally.

ARTICLE 11 – MANAGEMENT GRIEVANCES

11.01 It is understood that the Library may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or members and that if such complaint by the Library is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

ARTICLE 12 – ARBITRATION

- 12.01** Any grievance which has not been settled or resolved following completion of all of the steps of the grievance procedure may be referred to a single arbitrator or a Board of Arbitration as provided by Paragraph 2 of Sub Section 4 of Section 48 of the *Labour Relations Act, S.O. 1995, C.1, Sch. A*, as amended, by either party to this Collective Agreement. Such requests must be received by the CEO or Local President not later than fourteen (14) days after the Step 3 decision. Grievances that have not been referred to arbitration shall be deemed abandoned.
- 12.02** Each of the parties will bear the expense of the nominee appointed to represent it where used, and the parties will jointly in equal shares bear the expenses, of the Chair of the Arbitration Board or single Arbitrator and any other costs arising out of the arbitration proceedings.
- 12.03** Any Arbitrator or Board of Arbitration appointed hereunder shall deal only with the matter in dispute and shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions or to give any decision or award inconsistent with the terms and provisions of this Collective Agreement.
- 12.04** The time limits fixed for the grievance and arbitration procedure may only be extended by mutual consent of the parties to this Collective Agreement confirmed in writing.
- 12.05** For the purposes of Article 12, "days" shall mean weekday, exclusive of Saturdays, Sundays and paid holidays as defined in this Collective Agreement.

ARTICLE 13 – DISCIPLINE

- 13.01** No employee who has passed their probationary period shall be disciplined or discharged except for just cause.
- 13.02** Copies of disciplinary notices shall be sent to the Local Union Recording Secretary if the employee being disciplined requests it of the Employer in writing.
- 13.03** An employee has the right to request that a Union Steward be present at any disciplinary meeting with the Employer.

13.04 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) the Steward obtains the consent of their Manager/Designate before leaving and report to their Manager/Designate upon returning to work; and
- b) the Steward is 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.

13.05 Upon an employee's written request, copies of written disciplinary notices more than twenty-four (24) months old in the employee's file will be destroyed, provided the employee has completed twelve (12) months of active service with no discipline from the date of the last disciplinary occurrence. The written request will also be destroyed.

13.06 It is understood that performance appraisals/evaluations are not disciplinary in nature.

ARTICLE 14 – SENIORITY

14.01 Calculation of Seniority

- a) Full-time Employees: Seniority for full-time employees shall mean length of continuous service in the bargaining unit and shall be on a bargaining unit-wide basis.
- b) Part-time and Casual Employees: Seniority for part-time and casual employees shall be on a bargaining unit-wide basis and will be determined by total hours defined as follows: hours worked, vacation taken and average hours which would have been worked while an employee is absent due to an approved statutory leave of absence, a library closure, or an injury/illness.
- c) Integration of Seniority: Employees' seniority will be integrated. The formula for integration of seniority is one (1) year equals 1820 hours. In no case shall an employee accrue more than 1820 hours of seniority in a calendar year.

14.02 Seniority List

- a) The Employer shall prepare a seniority list showing the name, job title and seniority hours.
- b) A copy of the seniority list shall be posted twice a year on or before January 31st and July 31st on the intranet.

- c) Any errors and/or discrepancies in the list must be brought to the Employer's attention by March 15th and September 15th respectively, 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 those dates, its correction shall not render the Employer liable in any manner for calculations based on the incorrect seniority date.

An electronic copy shall also be sent to the Recording Secretary of the Union.

14.03 Identical Seniority Rating

In the event that two (2) or more employees have identical seniority, a lottery method shall be used as the method of resolution.

14.04 Probationary Period

- a) Full-time Employee: A newly hired full-time employee shall be on probation for the first twenty-six (26) weeks of employment with the Library. The probationary period may be extended by the length of any absence from work during the probationary period.
- b) Part-time Employee: A newly hired part-time employee shall be on probation for the first 728 hours worked or six (6) months whichever comes first.
- c) Casual Employee: A newly hired casual employee shall be on probation for the first 273 hours worked.
- d) A probationary period may be extended by mutual agreement between the Union and Employer.

14.05 After completion of the probationary period, seniority shall be determined in accordance with article 14.01.

14.06 A probationary employee may be terminated without just cause during the probationary period and without recourse to the grievance procedure provided the reason for termination was not discriminatory, arbitrary or in bad faith.

ARTICLE 15 – LOSS OF SENIORITY

15.01 An employee shall lose seniority when they:

- a) voluntarily terminate their employment in writing which is not rescinded within forty-eight (48) hours of the notice being given;
- b) are discharged for just cause and such discharge is not reversed through the grievance and arbitration procedure;

- c) are laid off from the Library continuously for a period in excess of a length of time equal to their seniority or eighteen (18) months, whichever is less;
- d) fail to return to work within seven (7) calendar days, without sufficient cause or notice, following a layoff and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- e) are absent without leave for more than five (5) consecutive working days without sufficient cause or notice unless such notice was not reasonably possible;
- f) are a casual employee who has been offered work and not accepted work over forty-five (45) calendar days without an authorized leave of absence.

ARTICLE 16 – WORK OF THE BARGAINING UNIT

- 16.01** Persons whose jobs are not in the bargaining unit shall not perform the duties performed by members of the bargaining unit except for the purpose of instruction, experimentation, emergencies, or business exigencies (urgent need) provided the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- 16.02** Volunteers may be used to enhance the services provided by the Library, but they shall not be used to replace or reduce the hours of work of a bargaining unit employee.

ARTICLE 17 – TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

- 17.01** No employee shall be transferred to a position outside this bargaining unit without the employee's consent.

If an employee is transferred to a position outside of the bargaining unit, the employee shall retain the seniority accumulated up to the date of leaving the unit, for a period not exceeding twelve (12) months but will not accumulate any further seniority.

If such an employee later returns to the bargaining unit within twelve (12) months of the transfer, the employee shall be placed back into their position. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

If there is no agreement to extend the twelve (12) months and if the employee chooses to remain outside the bargaining unit beyond twelve (12) months, their seniority will be zero (0) upon return to the bargaining unit.

During this period of leave, the employee will continue to pay union dues based on their rate of pay in the former position.

ARTICLE 18 – LAYOFF, RECALL & REDEPLOYMENT

18.01 For the purposes of this article, a layoff refers to a permanent reduction in the workforce or a permanent reduction in hours.

18.02 Prior to issuing notice of layoffs, the Employer shall:

- a) provide the Union with three (3) months advance notice of the layoff in writing with the particulars of the layoffs (i.e., areas affected, employee affected and duration) and the reasons for the layoffs;
- b) schedule and hold a Labour Management meeting to discuss realignment of staff and the effect on the bargaining unit and alternatives to the permanent reduction or permanent hours reduction; and
- c) provide employees with two (2) months' notice of a layoff in advance of the actual date of layoff.

18.03 When a staff reduction becomes necessary, the following procedure shall apply:

- a) An employee who is displaced or whose position is eliminated under this article shall have the right to bump in accordance with this article.
- b) The employee with the least seniority in the affected classification shall be first to be laid off.
- c) The employee who is subject to the layoff shall have the right to either accept the layoff or displace a less senior employee from the same or lower rated classification provided they possess the requisite qualifications, skills, and ability.
- d) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their choice within four (4) days after receiving the notice of layoff.
- e) Provided the employee has been laid off for a period not in excess of eighteen (18) months, an employee will be recalled according to seniority and their ability to perform the work.
- f) The Employer shall advise the employee of the date of their return to work, and in all instances the employee shall return to work within fifteen (15) days of the notice of recall. Employees shall not have the right to refuse a recall to a permanent position at the same rate of pay and the same hours of work or greater to a maximum of three (3) hours from which they were laid off.
- g) An employee recalled to work in different classification from which they were laid off shall have the right to return to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.

- h) No full-time employee within the bargaining unit shall be laid off based on the duties for their position being reassigned to one or more part-time employees.
- i) Part-time employees shall only be entitled to displace part-time employees. Full-time employees shall first displace employees in full-time positions. If there is no available full-time position, the full-time employees can displace an employee in a part-time position.
- j) No new employee will be hired until employees on layoff have had an opportunity of recall provided, they have the ability to perform the work.

18.04 Continuation of Benefits

Benefits will be continued to the end of the month in which the layoff took effect.

ARTICLE 19 – JOB VACANCIES, PROMOTION AND TRANSFERS

19.01 When the Employer determines that a permanent vacancy or new position in the bargaining unit exists, the Employer shall post the permanent vacancy or new position on the Library's website for seven (7) calendar days. The Union shall be notified by the Employer in writing when job vacancies are posted.

19.02 The Employer shall post permanent vacant positions within forty-five (45) calendar days of the position becoming vacant, unless the Employer provides the Union with notice of intention to change, modify, or eliminate the position.

19.03 Job postings shall include:

- job title
- employment status
- qualifications, experience, skills, and abilities required for the job
- duties and responsibilities
- number of hours
- initial location
- wage range

19.04 Job postings shall be posted concurrently to internal and external applicants. Internal applicants shall be given first consideration provided they have the requisite qualifications and shall be interviewed during the first round prior to external applicants. If a second round of interviews is required, internal and external applicants shall be interviewed consecutively.

19.05 The Employer shall notify internal applicants of their status throughout the hiring process including providing applicants with two (2) business days' notice prior to the interview. Applicants who were not selected for an interview will be provided with an

explanation as to why they were not selected. Interviewed applicants shall be offered an opportunity for a feedback meeting if requested by the employee.

19.06 Appointments shall be made on the basis of skills, qualifications, experience, ability, and record of performance. Where two (2) or more employees score relatively equal, the employee with the higher seniority shall be awarded the position.

19.07 Where there is only one (1) applicant for a position within the bargaining unit, and the posted job description for the position is the same job that the applicant permanently holds, it shall be deemed a lateral transfer after a scheduled discussion.

19.08 A successful applicant may not bid for another position for at least six (6) months from the time of his/her appointment to their current position, except as follows:

- a) the change would constitute a change in status from "temporary" to "permanent";
- b) the Employer agrees that having the applicant in the position would be mutually beneficial; or
- c) the posted position would constitute a permanent promotion in job grade.

19.09 The Union shall be notified of all appointments of job vacancies, promotions, and transfers. The name of the successful applicant will be posted on the Library's intranet prior to start date.

19.10 Trial Period

When an employee is promoted to a different position, the employee 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/casual employee. In the event the Employer determines that the employee is unsatisfactory in the position or if the employee wishes to return to the former position during the trial period, the employee shall be returned to their former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the former position.

ARTICLE 20 – TEMPORARY VACANCIES

20.01 Temporary positions with an expected duration of four (4) months or more shall be posted internally and externally and can be filled by new hires or existing employees. Temporary positions with an expected duration of less than four (4) months shall be posted internally and filled internally when practicable.

20.02 Temporary employees shall be defined as employees engaged for:

- a) a specific period of time for a specific project/task of a non-recurring nature;
- b) to replace a regular employee during a temporary absence;

- c) filing a position on a temporary basis pending budget approval for a permanent position.

20.03 The term of a temporary vacancy maybe extended upon mutual agreement of the Union, employee, and Employer, which shall not be unreasonably denied.

20.04 If a temporary position continues beyond twelve (12) months, with the exception of replacing a regular employee or where the parties have agreed to extend the position beyond twelve (12) months, the temporary position becomes a permanent position and the posting provisions in Article 19 apply.

20.05 If the temporary 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.

20.06 a) Temporary employees, as defined in this article, are covered by all of the provisions of this Collective Agreement, except the following:

1. Probation – Article 14
2. Seniority – Article 14
3. Sick Leave – Article 26
4. Benefits – Article 28
5. Vacation – Article 24
6. Layoff and Recall – Article 18

b) An employee engaged as a temporary employee shall be advised at the time of engagement of their temporary status and the estimated duration of their employment.

c) The Employer shall advise the Union of all temporary employees, the task to be performed and the anticipated duration.

d) If a temporary assignment is filled by a bargaining unit employee, the bargaining unit employee shall continue to be covered by the provisions of the Collective Agreement, notwithstanding paragraph (a) above.

e) The period of employment of such temporary employee will not exceed the absentee employee's leave, subject to a reasonable transition period.

f) The release or discharge of such temporary employee shall not be the subject of a grievance.

g) If a temporary employee who had not been in the bargaining unit prior to being engaged as a temporary employee is hired into a permanent bargaining unit position, their service as a temporary employee shall not be credited towards their probationary period.

ARTICLE 21 – HOURS OF WORK

- 21.01** The following is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work.
- 21.02** A master work schedule shall be posted online at least twelve (12) months in advance.
- 21.03** Schedules will be approved and posted no later than four (4) weeks in advance. Posted schedules shall not be changed without mutual agreement between the employees and the Employer.
- 21.04** Full-time employees shall be regularly scheduled to work a seven (7) hour shift and are regularly scheduled to work 70 hours per pay period.
- 21.05** Part-time employees shall be regularly scheduled to work up to twenty-eight (28) hours per week.
- 21.06** Casual staff have no regularly scheduled hours but may be offered work within their classification at any branch. It is understood that there is no guarantee of hours for casual staff.
- 21.07** Vacant shifts which occur with less than forty-eight (48) hours' notice shall be offered in the following order:
- a) part-time staff within the same classification who are at work at the branch;
 - b) part-time staff within the same job classification and branch, based on seniority;
 - c) part-time staff outside the branch and in the same classification, and casual staff based on seniority.

In all cases, no employee shall work more than seventy (70) hours in a pay period unless overtime is previously approved.

- 21.08** Vacant shifts which occur with more than forty-eight (48) hours' notice shall be offered in the following order:
- a) part-time staff within the same job classification and branch, based on seniority;
 - b) casual staff in the same classification, based on seniority;
 - c) part-time staff outside the branch and in the same classification, based on seniority.

In all cases, no employee shall work more than seventy (70) hours in a pay period unless overtime is previously approved.

- 21.09** Employees may be scheduled up to two (2) out of four (4) weekends unless granted a leave of absence or approved vacation.
- 21.10** No employee shall be scheduled less than three (3) hours per day. No employee shall be scheduled to work a split shift, unless mutually agreed upon. No employee shall be scheduled to work more than six (6) consecutive days, or in the case of facilities staff, more than seven (7) consecutive days, unless mutually agreed upon.
- 21.11** When a full-time employee is scheduled to work less than seven (7) hours on a Sunday, the employee shall choose to work the remainder of the seven (7) hour shift within the pay period from the following two (2) options:
- a) work a seven (7) hour shift in the branch on a Sunday; or
 - b) extend the length of another day(s) at regular pay; accordingly overtime shall not be triggered. For clarity, full-time employees will work ten (10) days over a two (2) week pay period.

The employee must choose the option with fourteen (14) days in advance of the Sunday to be worked, failing which the Employer shall schedule the remaining hours.

ARTICLE 22 – OVERTIME

- 22.01** Overtime will be paid at the rate of time and one half (1.5) the employee’s regular hourly rate of pay when an employee is required to work in excess of seven (7) hours per day or in excess of seventy (70) hours per pay period.

ARTICLE 23 – DESIGNATED HOLIDAYS

- | | | |
|--------------|------------------|---------------|
| 23.01 | New Year’s Day | Family Day |
| | Good Friday | Easter Monday |
| | Victoria Day | Canada Day |
| | Civic Holiday | Labour Day |
| | Thanksgiving Day | Christmas Day |
| | Boxing Day | |

- 23.02** All employees shall receive a holiday with pay on each of the designated holidays listed in Article 23.01.
- 23.03** If any of the holidays listed in Article 23.01 fall on a full-time employee’s regular day off, the employee shall receive another day off designated by the Employer in lieu of said holiday.
- 23.04** All employees who work on a designated holiday as listed in Article 23.01, shall receive holiday pay in accordance with Article 23.02 in addition to time and one half for all hours worked.

23.05 Part-time and casual employees shall be paid in accordance with the *Employment Standards Act, 2000*.

ARTICLE 24 – VACATIONS

24.01 In the calendar year in which an employee reaches their next level of vacation entitlement, their vacation entitlement will be increased effective January 1st of that year. Vacation shall be pro-rated in the employee’s first year (based on the date of hire).

24.02 Vacation with pay shall be granted to permanent full-time employees on the following basis:

Grade	Years of Service	Days per Month	Annual Total
401 – 407	Up to 5 years 5 years & over	1.25 days 1.67 days	3 weeks (15 working days) 4 weeks (20 working days)
408 – 409	1 year & over	1.67 days	4 weeks (20 working days)
401 – 409	15 - 24 years	2.08 days	5 weeks (25 working days)
401 – 409	25 years & over	2.5 days	6 weeks (30 working days)

Current employees who receive a greater vacation benefit will be maintained at their current level until they reach the next threshold.

24.03 Part-time and casual employees shall receive vacation pay (a percentage of annual earnings corresponding to their years of service) in each pay cheque and are entitled to vacation time off without pay in accordance with the following schedule:

Years of Service	Total	% of Earnings
4 years & under	2 weeks	4%
5 – 14 years	3 weeks	6%
15 -24 years	4 weeks	8%
25 years and over	5 weeks	10%

24.04 Vacation shall be scheduled subject to the exigencies of the service. In extenuating circumstances, an employee may request vacation carry over which shall not be unreasonable denied.

- 24.05** The vacation schedule will be posted from November 1st to December 1st each year. Vacation requests submitted prior to January 1st will be granted based on seniority. Vacation requests submitted following January 1st will be granted on a first come first served basis. Vacation requests will be approved or denied within two (2) weeks or the later of January 1st or its submission.
- 24.06** An employee shall accrue vacation while in receipt of sick pay, pregnancy or parental leave or other statutory leaves of absence. Vacation will not be accrued on any unpaid leaves of absence which exceed thirty (30) calendar days.
- 24.07** If sickness or injury occurs while an employee is on vacation, they will be deemed to be on vacation except for the period in which they were hospitalized as an inpatient or confined to bed for a specified period of time with medical documentation substantiating either of the foregoing. Sick leave will be substituted for the vacation and the vacation time will be re-scheduled.
- 24.08** Any employee who takes their vacation in advance of earning it and subsequently leaves the employ of the Library shall have the value of the vacation not earned deducted from their final pay.
- 24.09** Any vacation earned but not taken shall be paid out to the employee upon termination of employment. If the employee has over-taken their pro-rated vacation entitlement, the employee will be deducted the amount owing on the last pay cheque.

ARTICLE 25 – LEAVES OF ABSENCE

25.01 Union Leave

Leave of absence without pay and without loss of seniority will, subject to operational requirements, be given to employees covered by this Collective Agreement to attend union conventions/conferences, educational opportunities, seminars or to perform union business provided such leave does not exceed a total of forty (40) days in a calendar year. The request for leave as set out in this Article shall be made at least one (1) month in advance of the date the leave is required. It is understood that requests for union leave will be considered with less than one (1) months' notice subject to operational requirements.

An employee elected or selected for a full-time position with CUPE, the Canadian Labour Congress, or the Ontario Federation of Labour shall be granted leave of absence without pay, but without loss or accrual of seniority, for a period of up to three (3) years. Accrual of seniority may be applied upon return to the bargaining unit.

It is agreed that any vacancy resulting from this clause will be filled on a temporary basis for the term of the leave.

25.02 Bereavement Leave

- a) Leave of absence of not more than five (5) days shall be granted without loss of pay to an employee due to the death of their parent, stepparent, spouse or child or stepchild.
- b) Leave of absence of not more than three (3) days shall be granted without loss of pay to an employee due to the death of a brother, sister, grandchild, grandparent, son in law, daughter in law, brother-in-law, sister-in-law, parent-in-law, or legal guardian.
- c) Leave of absence of not more than one (1) day shall be granted without loss of pay to an employee due to the death of an aunt, uncle, niece, and nephew.
- d) Part-time and casual employees will be paid for regularly scheduled shifts only.

25.03 Jury Duty

Employees who are required to serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall be paid their normal hourly rate of pay for the time served. At the conclusion of their jury or witness duty, the employees shall obtain a certificate of attendance showing the period of duty and any compensation received shall be submitted to the Employer. Any travel allowance and expenses paid to the employee other than compensation may be retained by the employee.

25.04 Unpaid Leave of Absence

The Employer shall grant a leave of absence of up to twelve (12) months without pay for personal reasons for good and sufficient cause provided that the Employer receives at least two (2) months advance notice in writing except in cases of emergency. The granting of such leaves shall not be arbitrarily denied. When applying, employees must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing within two (2) weeks of the request for leave, copied to the Union.

25.05 Pregnancy/Parental Leave and Other Statutory Leaves

Pregnancy/parental leave and other statutory leaves of absence will be granted in accordance with the requirements of the Ontario *Employment Standards Act, 2000*, as amended from time to time.

25.06 Personal Days

A full-time employee who has completed their probationary period shall be granted two (2) personal leave days per calendar year with pay to be taken on days pre-approved by the Employer which shall not be arbitrarily denied.

ARTICLE 26 – SICK LEAVE

- 26.01** Full-time employees who have completed their probationary period will be entitled to sick leave to a maximum of fifteen (15) weeks.
- 26.02** Part-time and casual employees shall be entitled to ten (10) days sick leave. The first two (2) days of sick leave in each calendar year shall be paid.
- 26.03** An absence from work because of illness shall be reported to the immediate supervisor by the employee as soon as possible prior to the commencement of the shift.
- 26.04** For all absences of three (3) or more working days, the employee shall provide a medical note from a qualified medical practitioner verifying that the employee was unable to work due to medical reasons and/or is fit to return to work. Notwithstanding the above, a medical note may be requested by the Employer at any time. All medical forms and notes required by the Employer shall be reimbursed in full.
- 26.05** Where an employee is in need of a return to work and/or workplace accommodation that has been confirmed by a medical certificate from a medical practitioner, the Employer will meet with the employee and a union representative to discuss the employee's return to work and/or workplace accommodation.
- 26.06** Whenever possible, medical, and other appointments are to be scheduled outside of working hours.
- 26.07** Medical Appointment leave with pay will be granted to permanent full-time employees for personal appointments with a doctor, dentist, or paramedical professional to a maximum of fifteen (15) hours per year. It is understood that employees will endeavour to schedule medical appointments at a time that least interferes with their work responsibilities.
- 26.08** Full-time pregnant employees shall be granted two (2) days' additional time for prenatal medical appointments.

ARTICLE 27 – JOB CLASSIFICATIONS AND SALARY

- 27.01** Schedules "A" to "D" to this Collective Agreement sets forth the wage rates and classifications for all employees covered by this Collective Agreement.

Employees shall progress up the steps in the wage grid after two (2) years active employment in that job grade (i.e., not based on actual hours of work) subject to the *Employment Standards Act, 2000*.

The Employer will credit new hires with relevant work experience in determining their placement on the applicable step on the wage grid.

ARTICLE 28 – OTHER EMPLOYEE BENEFITS

The Employer will make available the following benefits as follows in accordance with the requirement of the respective plans:

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

28.02 Benefits and Employer Contribution
(*Permanent full-time less than 65 years of age*)

1. The following benefits are 100% premium paid by the Employer:
 - a) All Provincially and Federally legislated benefits;
 - b) Extended Health/Drug Plan – Employees and their dependents are eligible for coverage under an Extended Health Care plan, which includes semi-private hospital care and a prescription drug plan.
 - c) Basic Life Insurance – a group plan for Life Insurance coverage equal to two times the employee's annual salary rounded to the next higher \$1000.00 to a maximum of \$350,000.00.
 - d) Basic Accidental Death and Dismemberment (AD&D) Insurance – a group for AD&D Insurance coverage equal to two times the employee's annual salary rounded to the next higher \$1000.00 to a maximum of \$350,000.00.
 - e) Dental Care – Employees and their dependents are eligible for coverage under a Dental Care plan.
 - f) Vision Care – Employees and their dependents are eligible for coverage under a Vision Care plan.
 - g) Emergency Travel – Employees and their dependents are eligible for coverage under an Emergency Travel plan.
 - h) Paramedical - \$500.00 per approved medical practitioner per person in a benefit year when ordered by a doctor plus \$1000.00 for visits to a psychologist per person in a benefit year.

- i) Health Spending Account - \$350.00 per year per employee with a one (1) year carryover of unused amounts going forward.
 - j) Employee Assistance Program
2. a) Long Term Disability – An LTD plan including a two (2) year own occupation clause, with a benefit factor equal to 66 2/3% of the employee’s normal monthly wages to a maximum of \$5000.00 reduced by any primary Canada Pension Plan, and/or *Workplace Safety and Insurance Act* benefits and/or like offsets. The plan will commence immediately after sick leave benefits, as referred to in Article 26, have been exhausted. Full premium will be paid by the employee.
- b) The opportunity to enroll in the Optional Life plan and the Optional AD&D plan will be offered to employees in accordance with the requirements of the respective plans.

28.03 Full-time Employees who are Post 65 Years of Age

Full-time employees who continue to work past age 65 will not be eligible to participate in the benefits noted above in paragraphs b) thru j) and will be provided instead with \$150.00 per month, less applicable deductions.

28.04 Benefits and Employer Contribution *(Permanent Part-time)*

The Employer shall offer to provide permanent part-time employees regularly scheduled to work a minimum of 18 hours per week the following benefits:

- a) all Provincially and Federally legislated benefits;
- b) Extended Health/Drug plan – Employees and their dependents are eligible for coverage under an Extended Health Care plan, which includes semi-private hospital care and a prescription drug plan. (60% Employer paid/40% Employee paid)
- c) Basic Life Insurance – a group plan for Life Insurance coverage equal to \$50,000.00. (100% Employer paid)
- d) Basic Accidental Death and Dismemberment (AD&D) Insurance – a group for AD&D Insurance coverage equal to \$50,000.00. (100% Employer paid)
- e) Dental Care – Employees and their dependents are eligible for coverage under a Dental Care plan. (60% Employer paid/40% Employee paid)

- f) Vision Care – Employees and their dependents are eligible for coverage under a Vision Care plan. (60% Employer paid/40% Employee paid)
- g) Emergency Travel – Employees and their dependents are eligible for coverage under an Emergency Travel plan. (60% Employer paid/40% Employee paid)
- h) Paramedical - \$500.00 per approved medical practitioner per person in a benefit year when ordered by a doctor plus \$1000.00 for visits to a psychologist per person in a benefit year. (60% Employer paid/40% Employee paid)
- i) Health Spending Account - \$350.00 per year per employee with a one (1) year carryover of unused amounts going forward. (100% Employer paid)
- j) The opportunity to enroll in the Optional Life plan and the Optional AD&D plan will be offered to employees in accordance with the requirements of the respective plans.
- k) Employee Assistance Program (100% Employer paid)

28.05 Part-time Employees who are Post 65 Years of Age

Part-time employees who continue to work past age 65 will not be eligible to participate in the benefits noted above in paragraphs b) to k) and will be provided instead with \$75.00 per month, less applicable statutory deductions.

28.06 Retiree Benefits

1. Permanent full-time and permanent part-time employees who elect to retire prior to the normal retirement age of 65 and are currently enrolled in benefits, who receive an unreduced OMERS pension (i.e., retirement or permanent partial disability pension) and have completed 15 years of service to Oakville Public Library will be eligible for Early Retirement Benefits up to the age of 65 as follows:
 - a) Extended Health/Drug plan – Employees and their dependents are eligible for coverage under an Extended Health Care plan, which includes semi-private hospital care and a prescription drug plan.
 - b) Dental Care – Employees and their dependents are eligible for coverage under a Dental Care plan.
 - c) Vision Care – Employees and their dependents are eligible for coverage under a Vision Care plan.
 - d) Emergency Travel – Employees and their dependents are eligible for coverage under an Emergency Travel plan.

- e) Health Spending Account - \$350.00 per year per employee with a one (1) year carryover of unused amounts going forward.

2. Permanent full-time employees:

- a) If the employee has completed more than fifteen (15) years of service with the Employer, 80% of the monthly benefit premium will be paid by the Employer until the employee turns 65. The employee will be responsible for the remaining 20% of the premium payment. Notwithstanding the foregoing, the healthcare spending account will be 100% Employer paid.
- b) If the full-time employee has more than twenty (20) years of completed service with the Employer, 100% of the monthly benefit premium will be paid by the Employer, and benefit coverage will continue until the employee turns 65.
- c) Notwithstanding the above, the Health Care Spending Account will be 100% Employer paid.

3. Permanent part-time employees:

- a) If the employee has completed more than fifteen (15) years of service with the Employer, 50% of the monthly benefit premium will be paid by the Employer until the employee turns 65. The employee will be responsible for the remaining 50% of the premium payment.
- b) If the employee has more than twenty (20) years of completed service with the Employer, 60% of the monthly benefit premium will be paid by the Employer, and the employee will pay the remaining 40% and benefit coverage will continue until the employee turns 65.
- c) Notwithstanding the above, the Health Care Spending Account will be 100% Employer paid.

28.07 The Employer reserves to itself the ability to change carriers for any of the above-mentioned benefits provided that the level of coverage remains the same and in so doing agrees to advise the Union of the proposed change in carrier.

28.08 The Employer will in no instance be considered the insurer. 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 and is deemed inarbitrable.

28.09 Employees will endeavour to provide three (3) months notice in writing of their date of retirement.

ARTICLE 29 – FACILITIES STAFF

29.01 Uniforms

Uniform shirts, a sweater, pants, winter coat and gloves shall be provided by the Employer, as required.

29.02 Safety Boot Allowance

Employees will be provided a safety boot allowance of \$150.00 on the first pay of each calendar year.

ARTICLE 30 – TRAVEL ALLOWANCE

30.01 Employees shall be reimbursed for all kilometers traveled (by car, taxi, public transit, or other mode of transportation) for work purposes (i.e., during the scheduled work-day) in accordance with the Town of Oakville policies. Claims for reimbursement will be submitted by the last day of the month following the date of the claim by the method and in the form required by the Library.

ARTICLE 31 – JOINT HEALTH AND SAFETY COMMITTEE

31.01 The parties shall establish Joint Occupational Health and Safety Committee(s) in accordance with the *Occupation Health and Safety Act*.

ARTICLE 32 – TECHNOLOGICAL CHANGE

32.01 When the Employer is considering the introduction of technological change that will adversely affect the wage rate of the employee, the Employer agrees to notify the Union at least one hundred (100) calendar days before the introduction of a technological change, with a detailed description of the project it intends to carry out.

The notice mentioned in this article shall be given in writing and shall contain pertinent data including the nature of the change and the date on which the Employer proposes to affect the change. A meeting shall be scheduled with the Union to discuss the Employer's proposal, potential effects on employees and the Union shall be given an opportunity to provide feedback on the proposal.

No employee shall be dismissed or have their hours reduced by the Employer because of a technological change. An employee whose job has changed by virtue of technological change will suffer no reduction in normal earnings.

An employee who is rendered redundant or displaced from their job as a result of technological or other change shall be given an opportunity to fill any vacancy for which the employee has seniority and which the employee is able to perform. If there is no

vacancy the employee shall have the right to displace employees with less seniority, provided the employee is able to perform the job.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, the Employer shall provide on the job training for a period of not more than six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

No additional employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

ARTICLE 33 – TUITION REIMBURSEMENT

- 33.01** Employees are eligible for 100% reimbursement of tuition fees for courses that are Employer initiated.
- 33.02** Permanent full-time and part-time employees (excluding student shelvers) are eligible for up to 75% reimbursement of tuition fees for courses that are employee initiated – maximum two (2) courses per calendar year provided that:
- a) the course is, in the opinion of the Employer, directly related to the employee's present or likely future position(s) within the Library;
 - b) the course is taken outside of normal working hours;
 - c) the course is taken at an accredited educational institution;
 - d) full approval is obtained prior to enrolment in the course; and
 - e) the employee successfully completes the course.

Employees who do not complete or are unsuccessful in completing the course will be required to pay back to the Employer 100% of the cost if already reimbursed by the Employer.

ARTICLE 34 – ACCESS TO PERSONNEL FILE

- 34.01** Each employee shall be given access to their Human Resources file upon giving twenty-four (24) hours' notice to Human Resources. No disciplinary notation, evaluation, performance report or other adverse notation shall be added to the file unless a copy has been provided to the employee.

ARTICLE 35 – BULLETIN BOARDS


35.01 The Employer will provide a union bulletin board in each worksite where feasible. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the Union. The boards will have a glass or other locking cover and the Union will have the key.


ARTICLE 36 – DURATION OF AGREEMENT


36.01 This Collective Agreement shall be binding and remain in effect up to and including December 31, 2023 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of not more than ninety (90) days prior to the expiration date of this Collective Agreement.

Electronically signed this 16th day of March 2022.

For the Union


Tami Young (Mar 17, 2022 11:31 EDT)


Crissy Schneider (Apr 1, 2022 16:33 EDT)



Ashley Robbins (Mar 17, 2022 11:43 EDT)



Lisa Furtlich (Mar 17, 2022 15:33 EDT)




For the Library




Tricia Agnew (Mar 22, 2022 16:53 EDT)


Simona Dinu (Mar 22, 2022 15:24 EDT)


Lisa Williams (Mar 23, 2022 14:18 EDT)

SCHEDULE A – WAGE GRID

Effective January 1, 2022 (1.75% increase)

Job Grade	Job Code	Job Classification/Title	Step 1	Step 2	Step 3	Step 4	Step 5
409	6418	Technology Specialist Librarian	\$40.79	\$42.59	\$44.39	\$46.19	\$48.00
	6415	Local Collections Librarian					
	6305	Collections and Content Librarian					
	6417	Program Development Librarian					
408	6487	Community Info Database Coordinator	\$34.76	\$36.29	\$37.82	\$39.36	\$40.89
	6486	Lead Facilities Assistant					
	6460	Marketing & Communications Coordinator					
	6008	Project Coordinator					
	6440	Children's Collection Assistant					
	6009	Collections Assistant, Special Projects					
6100	Development Officer						
407	6485	Branch Assistant	\$30.73	\$32.08	\$33.45	\$34.80	\$36.15
	6007	Graphic Design Assistant					
	6014	Creation Specialist					
	6029	Customer Information Specialist					
406	6040/6490	Cataloguer	\$28.21	\$29.45	\$30.69	\$31.94	\$33.18
	6475	Community Info Database Assistant					
	6503	Interlibrary Loan Coordinator					
	6130	Outreach Assistant					
405	6506/6305	Acquisitions Assistant	\$25.66	\$26.79	\$27.92	\$29.06	\$30.19
	6050	Children's Programmer					
	6504	Customer Service Technician					
	6055	Facilities Assistant					
	6060	Data Collection Assistant					
404			\$22.15	\$23.13	\$24.11	\$25.09	\$26.07

403	6080	Online Services Digitalization Clerk	\$19.69	\$20.55	\$21.42	\$22.29	\$23.16
402	6091	Library Assistant	\$16.37	\$17.09	\$17.82	\$18.54	\$19.26
	6090	Library Aide					
401	6095	Shelver	\$15.00				

Effective January 1, 2023 (1.75% increase)

Job Grade	Job Code	Job Classification/Title	Step 1	Step 2	Step 3	Step 4	Step 5
409	6418	Technology Specialist Librarian	\$41.51	\$43.34	\$45.17	\$47.00	\$48.84
	6415	Local Collections Librarian					
	6305	Collections and Content Librarian					
	6417	Program Development Librarian					
408	6487	Community Info Database Coordinator	\$35.37	\$36.93	\$38.48	\$40.05	\$41.61
	6486	Lead Facilities Assistant					
	6460	Marketing & Communications Coordinator					
	6008	Project Coordinator					
	6440	Children's Collection Assistant					
	6009	Collections Assistant, Special Projects					
	6100	Development Officer					
407	6485	Branch Assistant	\$31.27	\$32.64	\$34.03	\$35.41	\$36.78
	6007	Graphic Design Assistant					
	6014	Creation Specialist					
	6029	Customer Information Specialist					
406	6040/6490	Cataloguer	\$28.70	\$29.96	\$31.22	\$32.50	\$33.76
	6475	Community Info Database Assistant					
	6503	Interlibrary Loan Coordinator					
	6130	Outreach Assistant					
405	6506/6305	Acquisitions Assistant	\$26.11	\$27.26	\$28.41	\$29.57	\$30.72
	6050	Children's Programmer					
	6504	Customer Service Technician					
	6055	Facilities Assistant					
	6060	Data Collection Assistant					
404			\$22.54	\$23.53	\$24.54	\$25.53	\$26.52
403	6080	Online Services Digitalization Clerk	\$20.03	\$20.91	\$21.79	\$22.68	\$23.56

402	6091	Library Assistant	\$16.66	\$17.39	\$18.13	\$18.86	\$19.60
	6090	Library Aide					
401	6095	Shelver	\$15.26				