

# **COLLECTIVE AGREEMENT**

*between the*

**AURORA PUBLIC LIBRARY BOARD**

*and*

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 905.02 – APL UNIT**

**April 1, 2023 – March 31, 2027**



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# **THIS AGREEMENT**

B E T W E E N

## **AURORA PUBLIC LIBRARY BOARD**

(hereinafter referred to as the "Employer")

- and -

## **CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #905**

### **AURORA PUBLIC LIBRARY UNIT**

(hereinafter referred to as the "Union")

#### **Article 1 - Purpose**

- 1.01 The general purpose of this Agreement between the Employer and the Union is to establish and maintain orderly and harmonious collective bargaining relations; to provide a procedure for the prompt and equitable disposition of grievances and to eliminate interruption of work and interference with the proper operation of the Employer's business. Further, it is the essence of this Agreement that there shall be a maximum of co-operation and help from the Employees of the Employer to provide the best possible library service to the public and the parties pledge their full support and co-operation in this respect.

#### **Article 2 - Recognition**

- 2.01 The Employer recognizes the Union and its Local as the sole and exclusive bargaining agent for all Employees of the Employer in Aurora, Ontario, save and except Chief Executive Officer and confidential secretary thereto; persons in positions which function as supervisors or information technology staff with access to confidential labour-related material and/or responsibility to hire, fire, promote, discipline, or make effective recommendations for same; temporary workers; and library pages.
- 2.02 Notwithstanding anything to the contrary in this Agreement, those Employee classifications excluded from the bargaining unit in Section 2.01 may perform work normally performed by members of the bargaining unit without being considered to be included in the bargaining unit and without giving rise to any grievance pursuant to the terms of this Agreement, on the understanding that this will not result in the reduction of established hours of persons in the bargaining unit.
- 2.03 (a) "Fulltime Employees" shall mean those Employees who are engaged by the Employer to normally work between thirty (30) hours per week and the full work week of thirty-five (35) hours. If an Employee is regularly scheduled to work thirty (30) or more weekly hours, the Employee shall be entitled to the benefit coverage afforded to fulltime Employees.
- (b) "Part-time Employees" shall mean those Employees who are engaged by the Employer to normally work less than thirty (30) hours per week.
- (c) "Permanent Employees" shall mean those Employees who have successfully completed the required probationary period.

2.04 Visiting Library Services workers, probation service workers, persons with disabilities gaining work experience, temporary Employees who are hired specifically for government sponsored work incentive projects, and high school volunteers will not perform tasks which would result in the reduction of established hours of persons in the bargaining unit.

Such persons shall not be considered part of the work force when establishing the Library's staffing needs.

2.05 The Employer agrees that library pages shall not be used to replace established positions in the bargaining unit.

2.06 For the purpose of Articles 8, 9, 10, 11 and 13 the words "working days" shall exclude Saturday, Sunday and designated holidays.

### **Article 3 - No Discrimination**

3.01 The Employer and the Union agree that there will be no discrimination against any Employee because of any prohibited grounds set out in the Ontario Human Rights Code.

3.02 The Employer agrees that it shall not interfere with, restrain, coerce or discriminate against Employees in their lawful right to become and remain members of the Union and to participate in its activities.

3.03 The Union agrees that, save as expressly provided in this Agreement, there shall be no Union activity on the Employer's premises without the prior permission of the Employer.

### **Article 4 - Management's Rights**

4.01 Except as otherwise abridged by specific provisions in this Agreement, the Union acknowledges that the Employer shall be entitled to exercise all the usual rights of management, which rights include, but are not limited to, the right to establish and maintain cost reduction methods and techniques; to schedule and direct the work force; maintain order, discipline and efficiency; hire, retire, classify, direct, promote, demote, transfer, discipline and discharge Employees; and to increase and decrease the working force; suspend or cease operations; set hours of operation and assign same; assign the various duties to be performed; make and apply rules and regulations to be observed by Employees; determine the number and location of outlets; the methods and manner of providing a library service; the schedules of work; the kinds and location of machines, tools and equipment to be used; the right to subcontract work which would not result in the reduction of established hours of persons in the bargaining unit; the right to establish new occupations and/or to modify existing occupations:

Provided that a claim that an Employee with seniority has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.

- 4.02 Probationary Employees may be terminated at the Employer's sole discretion, without recourse to the grievance and arbitration procedures, provided the Employer hasn't acted in a manner that is arbitrary, discriminatory or in bad faith.
- 4.03 The Employer agrees not to exercise these rights in a manner inconsistent with the terms of this Agreement.

#### **Article 5 - Union Representation**

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Unit Chair plus two (2) Stewards for the purpose of representing Employees in the handling of grievances.
- 5.02 The Employer shall be notified by the Union in writing, within two (2) weeks of the appointment of the names of the Shop Stewards and any changes made thereto and shall not be required to recognize any such Steward until it has been notified.
- 5.03 No Steward shall leave their workstation to investigate or process a grievance without the prior consent of their manager, which consent shall not be unreasonably withheld.
- 5.04 The Employer agrees that the Steward shall not suffer loss of pay for time spent in the handling of grievances.
- 5.05 Shop Stewards shall exercise the privileges herein provided in such a manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.
- 5.06 The Employer agrees to recognize up to three (3) Employees and one (1) alternate to serve on a Union negotiating committee, who shall meet with representatives of the Employer to negotiate the renewal of this Agreement. The three (3) Employees and one (1) alternate on the Union negotiating committee shall have the right to use up to three (3) days of scheduled work time to prepare for these negotiations. The Alternate will only attend bargaining or prep meetings if one of the committee members is unable to attend.

Every effort shall be made to negotiate during scheduled work time. If this is not possible, Employees on the Union negotiating committee who attend meetings that have been arranged at the Employer's convenience will be compensated for this time, in a mutually agreed-upon manner.

- 5.07 The Union shall have the right to have a C.U.P.E. Representative present to assist them in any meetings with the Employer, concerning the application, implementation, interpretation or negotiation of the Agreement.
- 5.08 The Employer will provide the Unit Chair with a list annually which shall contain the names, addresses and phone numbers of all bargaining unit members.

As Employees are hired, terminated, laid off or retire or quit, the Unit Chair will be notified.

The list referenced to in paragraph one above will be provided within 30 days of ratification and thereafter by January 31st, each calendar year.

- 5.09 The Employer agrees to provide a bulletin board in each of its libraries where there are members of the unit employed, for the purpose of posting Union notices and official information.
- 5.10 A representative designated by the Union will be given an opportunity to meet individually or in a group setting with new Employees as part of their onboarding to acquaint them with the structure, benefits, and duties of Union membership. Scheduling this meeting is the responsibility of the Union representative, and they are required to provide notification and receive approval from the relevant managers for the meeting. The Employer recognizes the importance of the Union meeting with the Employee during scheduled work time for up to an hour within regular working hours and without loss of pay for either Employee.

### **Article 6 - The Collective Agreement**

- 6.01 The Employer and the Union desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. The Union will create the Agreement, and the Employer shall print the Agreement as soon as possible after the date on which the Agreement is signed and issue a copy to each Employee.
- 6.02 There shall be no strike or lockout during the term of this Agreement provided that the words "strike" and "lockout" shall be as defined by the Ontario Labour Relations Act.
- 6.03 The Parties hereby agree that in accordance with the Ontario Labour Relations Act, this agreement is binding on all principals of each party.

### **Article 7 - Union Security**

- 7.01 The Employer shall, every pay period, deduct from the wages of each Employee in the unit affected by the Collective Agreement, whether or not the Employee is a member of the Union, the amount of regular Union dues in accordance with the Constitution and By-laws of the Union. The Union shall notify the Employer in writing of the amount of regular Union dues to be deducted in accordance herewith and the Employer may, for all purposes, rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's Constitution and By-laws. The Union shall indemnify and save the Employer harmless from any claims, suits, judgments, attachments and from any form of liability as a result of making such deductions in accordance with the written notification provided by the Union.
- 7.02 The Employer will remit the amount so deducted from the wages of each Employee to the Union by no later than the 15th day of the month following the deductions.
- 7.03 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect containing a check-off provision.
- 7.04 At the same time the Income Tax (T-4) slips are made available the Employer shall include the amount of Union dues paid by each Union member in the previous year.

## **Article 8 - Grievance Procedures**

8.01 Should any dispute arise between the Employer and an Employee or Employees or between the Employer and the Union as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort will be made to settle such differences without undue delay, in the following manner:

### 8.02 Employee Grievances

Where a difference arises between the Employer and an Employee:

Step 1 The Employee involved shall, within and not after five (5) working days of the date upon which the incident giving rise to the grievance first occurred, discuss the issue or complaint with their manager.

All grievances submitted at Step 2 shall be:

- in writing (delivered via electronic mail or in person)
- signed by the Union Steward
- indicate the nature of the grievance (including the article alleged to be violated)
- outline the remedy sought

Step 2 If the matter is not resolved following the conversation, the Employee and the Union may present the grievance to their manager in writing (delivered via electronic mail or in person) within 5 days.

Step 3 If the grievance is not settled within five (5) working days of the date the matter was taken up with the manager in step 2, the Union may within and not after five (5) working days of that date, take the matter up with the Chief Executive Officer or their nominee.

At that time, a meeting will be held and the Chief Executive Officer or their nominee will give their answer in writing (delivered via electronic mail or in person), within five (5) working days of the date the written grievance was discussed with them.

Step 4 If the grievance is not settled after Step 3, the Union may, within and not after 15 working days of the date the grievance was taken up with the Chief Executive Officer or their nominee, refer the grievance to arbitration under Article 9.

### 8.03 Union Policy Grievances

Where a difference arises between the Union and the Employer relating to the interpretation, application or administration of this Agreement, or where the Union alleges a violation of the Agreement and such difference or allegation cannot be made a subject of an Employee grievance, the Union may file a grievance in writing (delivered via electronic mail) as a policy grievance with the Chief Executive office within and not after ten (10) working days from the date of the incident giving rise to the grievance and Article 8.02, Step No. 2 shall then apply as though the Union policy grievance was a grievance of an Employee.

#### 8.04 Employer Policy Grievances

The Employer may similarly file a policy grievance against the Union. Any such grievance may be filed with the Unit Chairperson or a Steward of the Union within and not after ten (10) working days from the date of the incident giving rise to the grievance and the Union will give its answer to such grievance in writing (delivered via electronic mail or facsimile) within five (5) working days of the date the written grievance was filed with it. If the Employer is not satisfied with such answer, the grievance may then be referred to arbitration by the Employer under Article 9.

8.05 Any of the time limits provided for in this Article and Article 9 may be extended by mutual agreement between the Employer and the Union. If a grievance is not presented within the applicable time limit or is not processed through the steps of the Grievance Procedure within the time limits provided, it shall be deemed to be withdrawn and be barred.

#### **Article 9 - Arbitration**

9.01 Where a difference arises between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

9.02 The Employer and the Union shall endeavor to select an impartial Arbitrator to hear evidence and argument and decide the grievance. If they fail to agree upon such Arbitrator within seven (7) days of the receipt of such notice in writing by the party to whom it is addressed, either party may then request the Minister of Labour to appoint an Arbitrator.

9.03 The Arbitrator shall not have authority to alter or amend, in any way, the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decisions inconsistent with or contrary to the terms and conditions of this Agreement, or in any way modify, add to, or delete from any of the provisions of this Agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement deemed just and equitable.

9.04 Alternatively, either Party has the right to proceed by way of the expedited arbitration process as outlined in the Ontario Labour Relations Act.

9.05 The decision of the Arbitrator shall be binding on both parties.

9.06 The Employer and the Union shall each pay one-half of the fees and disbursements of the Arbitrator.

## **Article 10 - Discipline**

### 10.01 Right to have Steward Present

- (a) Where a manager intends to interview an Employee for disciplinary purposes, the manager shall so notify the Employee in advance of the purpose of the interview, in order that the Employee may contact their Steward to be present at the interview. An Employee shall have the right to have their Steward present at any discussion with supervisory personnel which the Employee has been advised will be the basis of the disciplinary action.
- (b) An Employee who is a Steward or local Union Officer shall have the right to consult with a C.U.P.E. Staff Representative and to have them present at any discussion with supervisory personnel which has been advised will be the basis of disciplinary action.

10.02 An Employee may only be dismissed for just cause upon the authority of the Chief Executive Officer. A supervisor may discipline or suspend an Employee but shall immediately report such action to the Chief Executive Officer. When an Employee is disciplined, discharged or suspended, they shall be given the reason in the presence of their Steward or the Steward's designate. The Employee and the Union shall be advised in writing by the Chief Executive Officer or their designate of the reason for such discharge or suspension.

10.03 When an Employee is suspended or dismissed, the Grievance Procedure shall begin at Step No. 3 within five (5) days of the Employee's suspension or dismissal.

### 10.04 Unjust Suspension or Discharge

An Employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator if the matter is referred to such a person.

### 10.05 Adverse Report

An Employee shall be notified in writing of any expression of dissatisfaction concerning their work within thirty (30) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time.

### 10.06 No Offence Used Against Employee After Eighteen Months

No offence shall be used against an Employee after eighteen (18) months of its commission, provided that no similar or related offence was committed within this period.

## **Article 11 - Personnel File**

- 11.01 An Employee shall have access to and be able to review and copy their Personnel File upon request of the CEO or designate and in the presence of a representative of the Employer, said request requiring notice of at least two (2) working days. The Employee shall have the right to have a Union Steward in attendance. However, it is understood that only the Employee may view and copy the contents of the file.

## **Article 12 - Wages**

- 12.01 Salary schedules for the term of the Contract are attached and hereby made a part of this Agreement.
- 12.02 Part-time Employees shall be paid an hourly rate in accordance with the job classification assigned to the position held.
- 12.03 Employees shall be provided their step increase as per Schedule "A" based on their date of commencement in their currently held classification.

## **Article 13 - Hours of Work**

- 13.01 (a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- (b) The normal work day shall consist of no more than seven (7) consecutive hours exclusive of meal periods.
- (c) The normal work period for full-time Employees shall be seventy (70) hours in a two (2) week period. The normal work period for part-time Employees shall not exceed sixty (60) hours in a two (2) week period.

Employees are expected to work no more than two (2) evenings per week and alternate weekends. Schedules shall provide a regular master rotation with at least four (4) scheduled days off in a two (2) week period, of which at least two (2) days off shall be consecutive. Employees shall not normally be scheduled for a split shift.

- (d) All work performed by an Employee on a regular schedule in excess of seventy (70) hours in a two (2) week period shall be paid at a rate of time and one-half. All work performed on Sundays will be paid at the rate of time and one-half for grandfathered Employees. A grandfathered Employee is one who was in the employ of the Library prior to January 1, 2017, and they will be grandfathered for the purposes of this provision until retirement or other cessation of employment. Employees hired after January 1, 2017, will be paid straight time for Sunday work hours.
- 13.02 (a) Compressed or flex time schedules may be arranged at the mutual convenience of the Employer and the Employee. Employee requests for such schedule accommodations will be made in writing to the Employee's manager and will receive a written response.

(b) All work performed by an Employee on a flex or compressed schedule in excess of seventy (70) hours over a two (2) week period shall be paid at a rate of time and one-half.

13.03 There shall be no pyramiding or duplicating of overtime rates.

13.04 It is agreed that all Employees shall co-operate in any reasonable request by the Employer to perform overtime and provided further that overtime shall be compulsory when and where deemed essential by the Employer to fulfil the Employer's commitment to the public.

13.05 Time spent at a conference, workshop or regional meeting which an Employee agrees to attend, and the associated travel time shall be considered as straight time. The Employee shall document the number of hours worked and submit a written report on sessions attended.

13.06 Without restricting the right of management to change scheduled hours of work, the Employer shall endeavour to post work schedules prior to noon hour on the Thursday prior to the week in question.

13.07 The Employer agrees that no permanent change in schedule shall be made without giving at least fifteen (15) working days' notice to the affected Employees.

13.08 An Employee who has completed their shift and has left the Employer's premises and is then recalled to work unscheduled extra time, or to attend staff meetings, shall be guaranteed a minimum of three (3) hours work.

13.09 Employees working a full shift (7 hours exclusive of meal periods) shall be given a 15-minute rest break during the first and second part of the work period. Parttime Employees working in excess of three and one half (3 1/2) hours shall be given one 15minute rest break.

13.10 Additional Hours

If the Employer knows of available additional hours, the Employer will email applicable staff advising them by email that extra hours are available with a deadline to respond. Hours will be assigned to the first Employee to respond, then by seniority if multiple Employees accept before the deadline is reached.

The Employer has the right to assign staff willing to work additional hours adjacent to an existing shift if an immediate need arises.

13.11 The Library will schedule at least one part-time Employee and a manager or the building supervisor to work fifteen (15) minutes past the Library closing time daily. There shall always be at least two (2) staff scheduled for this fifteen (15) minute period, one of which shall be a manager or building supervisor.

## **Article 14 - Seniority**

- 14.01 Seniority shall be used in determining preference or priority for promotion, transfer, demotion, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.
- 14.02 Seniority for full-time Employees, as referred to in this Agreement, shall mean length of continuous service of full-time Employees who are in the bargaining unit.
- 14.03 Seniority for part-time Employees, as referred to in this Agreement, shall mean length of continuous service of part-time Employees who are in the bargaining unit.
- 14.04 (a) A newly hired Employee will be considered a probationary Employee for the first six (6) calendar months worked of their employment and will have no seniority rights during this period. During this period, the Employee may be terminated at the Employer's sole discretion without recourse to the Grievance and Arbitration Procedure. After six (6) calendar months worked, their seniority shall date back to the date of their hire into a bargaining unit position.
- (b) Should a member of the 905.27 bargaining unit become a member of the 905.02 bargaining unit, their seniority shall be brought into the Local 905.02 bargaining unit as it was calculated in the 905.27 unit.
- 14.05 The seniority list will be revised on June 30<sup>th</sup> and December 31<sup>st</sup> of each year. A copy of the list will be posted in the relevant buildings and a copy given to the Union by January 30<sup>th</sup> for the December 31<sup>st</sup> revision and July 31<sup>st</sup> for the June 30<sup>th</sup> revision.
- 14.06 Subject to Article 14.07, seniority shall be accumulated during an authorized leave of absence and absence due to lay-off, sickness or accident.
- 14.07 An Employee will lose their seniority, and their employment shall be deemed to be terminated if they:
- (a) voluntarily resign from their employment and do not rescind by the end of the next business day;
  - (b) are discharged for cause and not reinstated through the Grievance or Arbitration Procedure;
  - (c) do not report for work within five (5) working days after they have been notified of a recall opportunity, by notification that has been sent by registered mail, unless a mutually agreed upon date has been negotiated with the Employer for their return. It is the Employee's responsibility to inform the Employer in writing of any changes of address or phone number;
  - (d) obtain a leave of absence for one purpose and uses it for another;
  - (e) fail to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
  - (f) are absent from work without notifying a proper official of the Employer for two (2) consecutive working days;

- (g) are laid off for more than eighteen (18) consecutive months without being recalled;
- (h) are absent from work because of sickness for more than eighteen (18) consecutive months.

14.08 In the event that an Employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, then the Employee shall continue to accumulate seniority for a period of one (1) year and shall maintain that seniority for a further two (2) years. If such Employee returns to the bargaining unit within three (3) years from the date of the promotion, they shall retain the seniority previously acquired. Such return shall not cause the demotion or lay-off of any bargaining unit Employee.

All seniority rights shall terminate once the Employee has been out of the unit for a period of three (3) years.

### **Article 15 - Layoff**

15.01 In the event that it becomes necessary to lay off full-time or part-time Employees, the following procedure shall apply, with due regard to Article 14.01 which establishes that seniority operates on a bargaining unit wide basis:

- (a) Probationary Employees will be laid off first;
- (b) Employees shall be laid off on the basis that the Employee having the least seniority in the affected job classification shall be first to be laid off, providing that the remaining Employees have the necessary skill and ability required to perform the work.

#### 15.02 (a) Bumping

An Employee who is subject to layoff shall have the right to either:

- i) accept the layoff; or
- ii) Displace an Employee who has;
  - less bargaining unit seniority in a lower or identical paying classification on the relevant seniority list {full time/part time}; and
  - if the Employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.

An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with article 15.06.

#### (b) Notice of Intention to Bump

An Employee who chooses to exercise the right to displace another Employee with lesser seniority from their respective seniority list (full time/part time) shall advise the Employer of their intention and the position claimed within five (5) working days after receiving the notice of layoff.

15.03 (a) Opportunity of Recall

Employees shall have the opportunity of recall for a period of eighteen (18) months. They will be recalled in the reverse order that they were laid off, provided in all cases the Employee to be recalled has, the necessary skill and ability required to perform the work in question. Refusal to accept a job in a temporary and/ or short-term capacity shall not remove the Employee's right to recall.

No new Employees shall be hired until those laid off have been given an opportunity of recall in accordance with the Collective Agreement.

(b) Right of Return to Previous Position

An Employee recalled to work in a different classification from which they were laid off will have the privilege of returning to the position held prior to the layoff should it become vacant within eighteen (18) months of being recalled.

- 15.04 The Employer agrees not to exercise the provisions of this Article in a discriminatory or arbitrary fashion.
- 15.05 In the event that an Employee is laid off, the benefits provided in Articles 19, 20, 21 and 25 will be suspended at the commencement of the lay-off.
- 15.06 In the event of a proposed layoff, the Employer shall provide notice to the Union. Such notice shall include whether the layoffs are temporary or permanent, the number of Employees affected, the job titles and names of Employees impacted, as well as the reasons for the layoff.
- 15.07 The Employer shall notify Employees who are to be laid off at least five (5) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work a minimum of five (5) working days, they shall be paid for the days for which work was not made available in lieu of notice.

**Article 16 - Temporary Transfers**

- 16.01 The assignment of job classifications to positions held by Employees shall not limit the scope and nature of their duties, except as provided below.
- 16.02 Any Employee who, for the convenience of the Employer, is transferred to another job for more than five (5) working days for which the rate of pay is different from that in effect for such Employee's regular job shall be paid while so employed as follows:
- (a) If the rate of pay for the job is less than the Employee's regular pay, the Employee shall receive their own higher rate of pay;
  - (b) If the rate of pay for the job to which the Employee is transferred is higher than the Employee's regular rate of pay, the Employee shall receive the minimum rate of the position being filled or one increment in their category higher than their present rate, whichever is the higher for that period of time so employed.

- 16.03 An Employee who, for the convenience of the Employee, is temporarily transferred to a lower level classification shall be paid the applicable job rate while so employed.

### **Article 17 - Vacancies, Promotions and Staff Changes**

- 17.01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post for seven (7) working days a notice stating the nature of the position, the educational and experience qualifications required, the salary rate or range, and the cut-off date for application. Such posting shall also be provided to the Union via the Unit Chair. In selecting an applicant to fill the vacancy, the Employer shall consider the applicant's seniority, skills, abilities and qualifications, and where two or more applicants have relatively equal skills, abilities and qualifications, seniority shall govern.

Priority shall be given to the most senior qualified person in the following priority sequence;

- i. permanent Employee of CUPE Local 905.02
- ii. permanent Employee of CUPE Local 905.27
- iii. external candidates.

#### 17.02 Trial Period

The successful internal applicant shall be placed on trial employment for a period of three (3) calendar months. Conditional on satisfactory service, the Employee shall be declared permanently appointed to the position after the three (3) month period. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee feels they are unable to perform the duties of the new job classification, they shall be returned to their former position and salary rate without loss of seniority.

It is understood that, upon mutual agreement of the Employer and the Employee, the trial period may be extended to six (6) months.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary rate, without loss of seniority.

- 17.03 When a new full-time or part-time position is created, or extensive changes have been made to an existing position or classification, or the Library has determined that a new classification is required within the bargaining unit, the Library will have the job evaluated. The Library will use the job evaluation results to set the pay rate for the job, in order to ensure internal equity and fair compensation. The Library will notify and share with the Union, the job evaluation documentation and provide the information used to determine the rate of pay.

The union shall have fifteen (15) working days from the date of notification to the union to file a grievance with respect to the established rate of pay.

## **Article 18 - Worker's Compensation**

- 18.01 An Employee prevented from performing their regular work with the Employer on account of an occupational accident, for which a claim to the Workplace Safety and Insurance Board is made within the context of the Workplace Safety and Insurance Act, may receive at their option either:
- (a) Their regular salary, in which case the appropriate deduction will be made from their existing sick leave credits for each day the Employer receives Workplace Safety and Insurance benefits from the Workplace Safety and Insurance Board on their behalf; or,
  - (b) Receive Workplace Safety and Insurance Board benefits direct from the Workplace Safety and Insurance Board.
- 18.02 If an Employee opts to receive their regular salary and have the appropriate deduction made from their existing sick leave credits, it is understood and agreed that any monies received by the Employee from the Employer prior to the Workplace Safety and Insurance Board adjudicating the claim are deemed to be an advance against the approval of the claim. It is agreed that such advance will not exceed the full extent of the Employee's sick credits, accrued vacation, and "time-off-in-lieu" banks as at the date of injury/ recurrence, with the understanding that any time used to pay the Employee from said banks would be reinstated upon approval of the claim by the Workplace Safety and Insurance Board.

## **Article 19 - Sick Leave**

- 19.01 Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 19.02 (a) Each permanent fulltime staff member shall receive a gross credit of one and one half (1 1/2) days for each month of service to be cumulated from the first date of hire.
- (b) Each permanent part-time Employee shall receive a gross credit of one and one-half (1 1/2) days for each month of service, to be cumulated from the first date of hire on a pro-rata basis according to the regularly scheduled hours worked each month as against the number of normally scheduled hours regularly worked by full-time incumbents.
- 19.03 Such sick leave credits may be cumulated to a maximum of 180 days, pro-rated for part-time Employees.
- 19.04 Sick leave credits shall be credited at the first of the following month provided that employment commenced prior to the fifteenth of the month.
- 19.05 Paid holidays or regular days off shall not form part of the illness period.
- 19.06 Sick leave without pay may be granted at the discretion of the Employer to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

19.07 The Employer may require an Employee to produce satisfactory evidence in writing from a qualified medical practitioner for any illness or injury of four (4) or more working days, or in circumstances where there is a pattern of absenteeism, certifying that such Employee is unable to work as a result of the illness or injury. The Employee will be reimbursed for charges which may be incurred with respect to the provision of such documentation.

## **Article 20 - Vacations**

20.01 Vacations may be taken any time within the year with the approval of the appropriate manager and consistent with good public service. Vacation entitlement may be split up during the year.

20.02 (a) For permanent Employees the vacation period will be based on the calendar year from January 1<sup>st</sup> to December 31<sup>st</sup>. In the establishment of entitlement to 15, 20 or 25 working days of vacation when an Employee achieves their service anniversary which coincides with an increase in vacation entitlement as specified below, the increased entitlement for that year will be pro-rated based upon the ratio of the number of days remaining in the calendar year following the service anniversary as compared to a full calendar year.

Less than one year	1.25 days per month
One full year or more	15 working days
Three full years or more	16 working days
Five full years or more	17 working days
Seven full years or more	18 working days
Eight full years or more	20 working days
Ten full years or more	21 working days
Eleven full years or more	22 working days
Twelve full years or more	23 working days
Thirteen full years or more	24 working days
Fourteen full years or more	25 working days
Sixteen full years or more	26 working days
Nineteen full years or more	27 working days
Twenty-two full years or more	28 working days
Twenty-three full years or more	29 working days
Twenty-four full years or more	30 working days

(b) The normal vacation allowance for part-time Employees and Employees working less than 70 hours biweekly is pro-rated based on regularly scheduled hours. The vacation pay for part-time staff and Employees working less than 70 hours biweekly shall be pro-rated on hours worked.

(c) When an Employee moves from a CUPE 905.27 bargaining unit position to this bargaining unit, one hundred percent (100%) of their service years in their

previous bargaining unit position will be credited for the purposes of years of employment with respect to annual vacation entitlement.

- (d) Up to ten (10) vacation days may be carried over to the next calendar year. Carryover in excess of ten (10) vacation days shall only be permitted in special circumstances and with the permission of the Employer. Extended vacations or vacations without pay and requests for such absence will be considered in relation to the length of service and purpose of extended vacation. Application for such extended leave should be made in writing to the Chief Executive Officer.

20.03 If any Employee who is entitled to vacation pay should quit, be discharged, or whose employment is otherwise terminated, they shall be paid their accrued vacation money in accordance with this Agreement up to the date of their quitting, discharge or other termination of their employment.

In the event that the Employer has advanced unearned vacation days to an Employee who leaves employment, or is terminated, the Union agrees on behalf of such Employee that the Employer may deduct such monies from any final payment owing to the Employee whether from wages or other monies payable.

20.04 The scheduling of vacations shall remain at the discretion of the Employer. The Employer will give consideration to requests for vacation time from Employees provided it does not unduly disrupt the business of the Employer. When simultaneous requests for the same vacation period occur, seniority shall govern.

20.05 If an Employee becomes ill during a vacation, upon presentation of a certificate from a qualified medical practitioner which verifies the nature and duration of the illness, the vacation time in question may be converted to sick leave time and deducted from the Employee's sick leave credits. The Employer shall reimburse the cost for such certificate.

**Article 21 - Paid Holidays**

21.01 (a) The following shall be observed as paid holidays for all Employees, with probationary Employees being compensated in accordance with current legislative requirements.

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	Float Days (3)

Unionized Employees shall not work past 12 o'clock noon on Christmas Eve and New Year's Eve and shall be paid for their regularly scheduled hours.

- (b) If a paid holiday falls on an Employee's regularly scheduled day, the Employee shall be paid for their regular number of hours for that day or as required by current legislation, whichever amount is greater.

If the holiday does not fall on a regularly scheduled day, the Employee who regularly works a full work week of thirty-five (35) hours shall receive a statutory holiday time credit equivalent to one day. The Employee who regularly works less than the full work week of thirty-five (35) hours shall receive statutory holiday pay equivalent to one (1) day (pro-rated for part-time Employees) or as required by current legislation, whichever is greater.

- 21.02 If an Employee works on any of the said holidays, they shall be paid for the holiday plus 1 1/2 times their regular hourly rate of pay for all hours worked.
- 21.03 A paid holiday occurring while an Employee is on vacation or sick leave with pay shall not be deducted from the Employee's vacation entitlement or sick leave credits.
- 21.04 In order to qualify for holiday pay, an Employee must have worked the full last scheduled shift before or the full first scheduled shift immediately following the observed holiday and work on the holiday if scheduled to work.
- 21.05 An Employee will not be disqualified from receiving holiday pay if they are absent on any such qualifying day and such absence is due to a bona fide illness which is proven by a medical certificate, or if their absence from work is excused by the Employer, or if they are absent by reason of layoff and any such absences began not more than three (3) working days prior to the holiday.
- 21.06 A "Float Day" is to be taken at a time mutually agreed upon between the Employer and the Employee, shall not be cumulative and is only available to Employees who have completed their probationary period. Float Days will be prorated based on regularly scheduled hours.

## **Article 22 - Leave of Absence**

- 22.01 (a) The Employer may grant reasonable leave of absence without pay for legitimate personal reasons, with due regard for the operations of the Library. Such requests are to be made in writing, stating the reason for the requested leave and the proposed duration. Advance notice of at least one (1) month is required, with the exception of emergency situations. When the Employer grants a leave of absence, it shall be in writing and shall set out the length of the leave of absence granted, the purpose of it and the terms, if any, on which it is granted. An Employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment without notifying the Employer, will be subject to discharge.
- (b) When an Employee is granted a leave of absence without pay for a period exceeding thirty (30) continuous working days but not more than six months, the benefits provided in Articles 19, 20, and 21 shall be suspended at the commencement of the leave.

If a part-time Employee wishes to maintain benefits coverage, they shall pay to the Employer their share of premiums to maintain any coverage under Article 25 during such leave.

## 22.02 Bereavement Leave

In the event of a death in the family of an Employee covered by this Agreement, the Employer agrees to grant time off with pay (exclusive of premiums) for the purpose of making arrangements for or attending the funeral.

- (a) Up to five (5) days for Spouse, Child, Parent or Sibling
- (b) Up to three (3) days for Parent-in-law, Sibling-in-law, Grandparent or Grandchild
- (c) Up to one (1) day for Sibling of Parent, Spouse of Parent's Sibling or Child of Sibling
- (d) Management discretion for additional time under particular circumstances.

The Employer agrees to recognize common law and step relationships in the granting of bereavement leave as above.

- (e) Where attendance by the Employee is required outside the range of five hundred (500) kilometres from their home, such leave may be extended to include an additional two (2) unpaid travel days.
- (f) One (1) day shall be granted without loss of wages and without loss of seniority to attend a funeral other than stipulated above, provided the Employee has the permission of their Manager.
- (g) When established ethno-cultural or religious practices provide for ceremonial occasions other than the period outlined above, the leave may be taken at the time of the ceremonial occasion.

## 22.03 Jury Duty

Employees subpoenaed to serve as jurors or witnesses in any court shall be granted leave of absence. For each day of service, the difference between the payment they receive for jury service and their straight time hourly base rate for the hours they would have worked that day shall be paid by the Employer. The Employee shall present proof of service and the amount of pay received.

## 22.04

- (a) The Employer shall grant pregnancy and parental leaves in accordance with the *Employment Standards Act, 2000*, as amended from time to time.
- (b) Supplemental Employment Benefit

Upon completion of the probationary period, an Employee who provides proof of receipt of Employment Insurance Benefits for either Pregnancy and/or Parental Leave shall be entitled to a Supplemental Employment Benefit which shall be the equivalent of the difference between seventy-five percent (75%) of the Employee's normal weekly earnings and the sum of the

Employee's weekly Employment Insurance benefits and any other earnings. The Employee will also be eligible for the supplemental employment benefit for the first one (1) week period of Leave, while waiting to be eligible for Employment Insurance Benefits.

The supplemental employment benefit shall continue while the Employee is in receipt of such EI benefits for a maximum period of:

Pregnancy Leave	Fifteen (15) weeks
Regular Parental Leave (35-37 weeks)	Ten (10) weeks
Extended Parental Leave (61-63 weeks)	Ten (10)weeks

The supplement employment benefit for extended parental leave (more than 35 weeks up to and including 63 weeks) will be paid at the same value as the supplement employment benefit for the regular parental leave option (35 weeks). Employees will receive an equal benefit ensuring no increase or decrease of this benefit as a result of their choice in the duration of leave.

- (c) Seniority for all purposes continues to accrue during pregnancy or parental leaves.
- (d) The Employer shall continue to pay the premium for all applicable benefits, (excluding OMERS), for the duration of the pregnancy or parental leave, provided the Employee continues to pay their share of the premium costs if applicable. If the Employee wishes to contribute to the OMERS pension plan in respect of the pregnancy or parental leave, the Employee may purchase the leave period, and the Employer will match the contribution for the period involved. The Employee can elect in writing to not purchase the leave period under the OMERS pension plan.
- (e) Employees on pregnancy or parental leave will accrue vacation time off to be taken at the end of their leave unless agreed otherwise; however, they do not accrue vacation pay.

## 22.05 Family and Emergency Leave

The Employer hereby agrees that emergency leave up to a maximum of five (5) pro-rated days per annum be allowed for permanent Employees at the discretion of their appropriate manager.

Such approval will not be unreasonably withheld. It is understood that the time off will be deducted from accumulated sick leave credits and further that a written record be kept of all such emergency leaves. It is further understood that this leave is to be used for unexpected or sudden situations which require immediate attention or for illness in the immediate family of the Employee.

Additionally, this leave may be used for:

- Observing recognized religious holy days.
- Health appointments for Employees or their family members, where such cannot be scheduled outside of normal working hours.

## 22.06 Union Leave

Leave of absence without pay and without loss of seniority will be granted to no more than two (2) Employees, at any one time, who are selected by the Union for the purpose of Union business. It is understood, however, that the cumulative total of leave granted under this section shall not exceed twenty (20) working days in any calendar year. Requests for such leave of absence will be made in writing at least three (3) weeks in advance of the leave and will not be unreasonably withheld.

The Employer will continue to provide the Employee's pay and benefits for the period of the leave and will bill the Local Union for the cost of same.

## 22.07 (a) Leave for Federal / Provincial / CUPE Local 905 Union Office

An Employee who is elected or appointed to office in the Canadian Union of Public Employees, whether National or Provincial or local, the duties of which require their full-time or part-time attendance, upon written request, may be granted leave of absence from their position without loss of seniority for a term not exceeding two (2) years. Such a request shall not be unreasonably denied. Further, the parties may agree in writing to extend the leave.

Thirty (30) days' notice is required to request an extension, and the request must be made in writing.

The Employer shall pay the Employee's wages and benefits and may be required to top up the salary/grade/level and benefits to that which is assigned by the Federal/Provincial/Local 905 Executive Board. However, it is agreed and understood by the parties that the Employer shall invoice the Union, and the Union shall forthwith provide full reimbursement to the Employer.

Upon 30 days written notice, the Employee will be returned to their former position, or to a position comparable to that in which they were employed before taking office, or to such other position as may be determined by the Employer, the Employee and the Union as being suitable.

## (b) Leave for Federal / Provincial / Union Employment

An Employee who becomes a paid Employee of the Canadian Union of Public Employees, whether National, Provincial, or local, upon written request, may be granted a leave of absence from their position without loss of seniority, for a period not exceeding six (6) months. Upon written request, such leave may be extended up to a period of two (2) years and will not be unreasonably denied. Thirty (30) days' notice is required for an extension request.

Such leave of absence will be without pay, but benefits will be continued by the Employer, and the Union will reimburse the Employer for the cost of maintaining such Employee's benefits during the said leave of absence. The Employer may be requested by the Union to pay the Employee's wages and benefits, invoice the Union, and the Union shall forthwith provide full reimbursement to the Employer.

Upon 30 days written notice, the Employee will be returned to their former position, or to a position comparable to that in which they were employed before taking office,

or to such other position as may be determined by the Employer, the Employee and the Union as being suitable.

22.08 Educational Leave

An Employee who has completed five (5) years of continuous service with the Library may apply for a one-time, unpaid educational leave of up to fifty-two (52) weeks, for the purpose of taking courses of study that are relevant to the Employee's duties with the Library. Such leave must be requested in writing as far in advance as possible, with a minimum of three (3) months' notice.

The Employer is entitled to backfill the resulting vacancy with a temporary Employee for the entire length of the leave.

While on education leave, an Employee shall continue to accumulate seniority, but service will be frozen at the commencement of the leave and will resume once the Employee has returned to active duty. If the Employee wishes to maintain extended health care benefits during the leave period, they shall pay to the Employer the full cost of the premiums for this coverage.

**Article 23 - Professional Development**

23.01 In recognition of the need to maintain qualified staff and provide up to date services and at the discretion of library management, any staff member may be approved to attend workshops, seminars, training sessions, meetings, conferences, or courses to upgrade their skills relevant to their position. The Employee will be paid their regular wage to attend any such session, including appropriate travel time if attendance is required somewhere other than their typical work location.

The Employer will attempt to schedule such mandatory training within the Employees' normal working days and/or shift schedule. However, if this is not practical then the Employees' shift schedules will be modified with at least ten (10) days' notice.

23.02 Educational Allowances

Permanent Employees may make application to the Employer for assistance to upgrade their qualifications which directly relate to their work.

Courses will be discussed with the appropriate manager to determine their relevance to the Employee's work duties. Applications must be submitted in accordance with the education guidelines established by the Employer.

Assistance shall be provided based on the Board approved policy regarding continuing education for Employees.

**Article 24 - Mileage**

24.01 Mileage allowance shall be paid under the prevailing rates and conditions as established by the Employer, at a rate not less than The Corporation of the Town of Aurora.

## **Article 25 - Benefits**

### **Full-time Employees**

- 25.01 In addition to the Canada Pension Plan every Employee shall join the Ontario Municipal Employees Retirement Savings Plan. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.
- 25.02 The Employer shall pay one hundred percent (100%) of the cost of a Group Life Insurance Policy of two times (2x) the Employee's annual salary to a maximum benefit of \$300,000 and a minimum benefit of \$60,000.00, and AD&D for all eligible Employees up to age 65.
- 25.03 The Employer shall pay one hundred (100%) percent of a Long-Term Disability Plan, offering 70% of monthly income to a maximum benefit of \$4,000 per month, payments to begin after seventeen (17) weeks and continuing to a maximum of age 65. This benefit will be offered to all eligible Employees up to age 65.
- 25.04 The Employer shall pay one hundred percent (100%) of the cost of premiums of a basic dental plan inclusive of diagnostic/preventive, minor restorative, periodontic (minor restorative), and endodontic (minor restorative) work at 100% reimbursement with a \$1,500 combined annual maximum (current ODA rates).
- The Employer agrees to provide enhanced dental benefits inclusive of reimbursement for orthodontics at a rate of 60% of the cost incurred with a lifetime maximum of \$4,000 per individual and reimbursement for major restorative work at 50% of the cost incurred, with an annual maximum of \$2,000 per individual.
- 25.05 The Employer shall pay one hundred percent (100%) of the cost of the premiums of an extended health care plan. The extended benefit coverage provided by the Employer will include the following:
- (a) Vision coverage to a maximum reimbursement of five-hundred and fifty dollars (\$550.00) per covered person every two (2) years for the cost of prescription eyewear and/or an eye exam effective January 1, 2025; increase to six hundred dollars (\$600) effective January 1, 2026;
  - (b) Para-medical services of Chiropractic, Massage therapy from a Registered Massage Therapist (RMT) and Physiotherapy limited to seven hundred dollars (\$700.00) for each service, per covered person, per year;
  - (c) Coverage includes 100% of the costs, up to a maximum of \$1,000 per person in a benefit year for licensed psychologists, licensed social workers, licensed psychotherapists, or psychotherapists who are active members of a provincial association approved by the carrier effective January 1, 2025;
  - (d) Coverage for orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiropodist, shall be at three hundred and fifty dollars (\$350.00) maximum reimbursement per covered person every twenty- four (24) months;
  - (e) Coverage for hearing aids prescribed by an ear, nose and throat specialist,

shall be a maximum of seven hundred and fifty dollars (\$750.00) reimbursement per covered person every 48 months;

- (f) The Employer shall provide access to Town of Aurora fitness programs and facilities at a discounted Employee rate of 50% of the current cost.

#### 25.06 Benefits for Early Retirees

The Employer agrees to provide retired members who reside in the Province of Ontario with extended health care and basic dental coverage (fixed at a rate one year behind current rate). Said coverage shall be provided by the Employer to full-time members retiring and in receipt of an OMERS pension who have a minimum of fifteen (15) years' continuous service with the Employer. Said coverage shall be available for a five (5) year period or until the member reaches age 65, whichever is the lesser period of time.

Members who complete the five (5) year period before reaching 65 may elect to have said retirement benefits maintained until age 65 and will reimburse the Employer for the applicable costs.

If the retired Employee obtains employment elsewhere and is eligible for benefits coverage through that employment, the individual will be responsible for advising the Employer of any benefit coverage and the benefits for retirement privilege will be terminated.

#### 25.07 Post 65 Employees: (Employees who work past the age of 65 years)

Full-time Employees who work past the age of 65 shall receive benefits until their 70<sup>th</sup> birthday as follows:

- a) Life Insurance and AD&D as per 25.02, unless such coverage is unavailable from the current insurance carrier.
- b) Extended Health Care as per 25.05 except that the first payer for prescription drugs shall be the Ontario Drug Benefit Plan with deductible being paid for by the Corporation, unless such coverage is unavailable from the current insurance carrier.
- c) Dental as per 25.04

#### 25.08 Post 70 Employees: (Employees who work past the age of 70 years)

Post 70 Employees shall be entitled to the same benefits as post 65 Employee benefits, subject to the following change:

- a) Life Insurance, the carrier requires a reduction in volume of 50% at the age 70 to a maximum of \$50,000.
- b) AD&D, the carrier requires a minimum volume of \$60,000

25.09 Part-time Employees

In addition to the Canada Pension Plan, every Employee shall join the Ontario Municipal Employees Retirement Savings Plan. The Employer and the Employee shall make contributions in accordance with the provision of the Plan.

25.10 Part-time Employees will be allowed to participate in the following coverage under the benefit plan and under the following conditions:

1. New Employees will have a six (6) month waiting period for eligibility to participate.
2. In order to be eligible, the Employee must regularly work twenty (20) or more hours per week.
3. When an Employee is granted a leave of absence without pay for a period exceeding thirty (30) continuous working days, the benefits provided will be suspended. If the Employee wishes to maintain benefits coverage, they shall pay the Employer the full cost of the premiums to maintain any benefit coverage during such leave.
4. Cost of the premiums shall be shared by the Employee and Employer on a 40/60 basis with the Employee's share paid by payroll deductions.
5. In the event that an Employee is laid off, all benefits will be suspended at the commencement of the layoff.
6. The benefits which coverage is extended to part time Employees are:  
  
Life Insurance - \$50,000  
Healthcare – as granted to full time Employees and including Vision Care  
Dental Care – as granted to full time Employees.
7. The above describes the main features of benefit coverage for part-time Employees. It is recognized that the provisions of any policy or plan document govern the payment of any particular claim or coverage. This would include the ability to switch from family coverage to single coverage or vice-versa.
8. Life Insurance coverage for all qualifying Employees is mandatory. Health and dental care coverage is mandatory for all qualifying Employees unless the Employee has coverage elsewhere and signs the waiver applicable to this coverage.
9. The Employee shall have the option to choose single or family coverage according to the Employee's personal circumstances.

**Article 26 - Violence and Harassment**

26.01 The Employer and the Union are committed to a respectful workplace and agree to be bound by the Aurora Public Library's Health and Safety Policy Statement, Workplace Harassment Policy and Violence in the Workplace Policy, and the Occupational Health and Safety Act, and all other relevant policies and legislation as amended from time to time, in order to promote and encourage a safe and respectful workplace for all Employees.

## **Article 27 - Health and Safety**

27.01 The Employer and Employees share an interest in Employee health and safety and in creation and maintenance of a safe work environment. Both parties will participate in the work of the Joint Health and Safety Committee established by the Employer, which shall be appointed and have all powers as set out in the Ontario Occupational Health and Safety Act.

### **27.02 Personal Protective Equipment**

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. The Employer will provide the Employee with any required training.

## **Article 28 - Changes in Classification**

28.01 When a new classification which is covered by the terms of this Collective Agreement is established by the Employer or the Employer significantly alters the duties of an existing classification, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate and at such meeting, the Employer shall provide the Union with an outline of the job content of the new or altered classification. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate.

If the parties are unable to agree on the appropriate rate, the dispute concerning the new rate may be submitted to arbitration as provided in this agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification.

## **Article 29 - Cash Shortage**

29.01 An Employee handling cash shall not be responsible for any shortages except in the case of negligence or willful neglect of duty.

## **Article 30 - Technological Change**

30.01 Where possible, the Employer will notify the Union at least thirty (30) days in advance, or as soon as reasonably possible, of any technological change which the Employer plans to introduce which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union with the goal of minimizing the impact of the technological change on the Library, its Employees and the customers.

**Article 31 - Term of Agreement**

31.01 This Agreement shall continue in effect from April 1, 2023, until March 31, 2027 and shall continue thereafter for periods of one year unless either party notifies the other in writing within 90 days prior to the expiration date that it desires to amend or terminate the Agreement.

Dated this 18<sup>th</sup> day of February 2025

**CANADIAN UNION of PUBLIC EMPLOYEES**

**AURORA PUBLIC LIBRARY BOARD**



Lauren Soliman (Feb 18, 2025 14:57 EST)

Lauren Greig



Jodi Marr



Beth Monti (Feb 18, 2025 19:57 EST)

Beth Monti



Maida Rae (Feb 24, 2025 10:47 EST)

Maida Rae



Teresa Gawman (Feb 19, 2025 13:07 EST)

Teresa Gawman, CUPE National Representative

# LETTER OF INTENT

From:

## AURORA PUBLIC LIBRARY BOARD

The parties discussed the matter of Job Security at negotiations. At the time, the Union asked whether the Employer foresaw the layoff of Employees in the bargaining unit and the Employer indicated that it did not foresee any layoffs of staff.

In the unlikely event that workforce reductions become necessary, the Employer will consult with the union at least 30 days in advance of such layoff and will explore alternative means of achieving the Employer's objectives, if possible.

Dated this 18<sup>th</sup> day of February 2025

**CANADIAN UNION of PUBLIC EMPLOYEES**

**AURORA PUBLIC LIBRARY BOARD**



[Lauren Soliman \(Feb 18, 2025 14:57 EST\)](#)

Lauren Greig



Jodi Marr



[Beth Monti \(Feb 18, 2025 19:57 EST\)](#)

Beth Monti



[Maida Rae \(Feb 24, 2025 10:47 EST\)](#)

Maida Rae



[Teresa Gawman \(Feb 19, 2025 13:07 EST\)](#)

Teresa Gawman, CUPE National Representative

# LETTER OF UNDERSTANDING

Between

**Aurora Public Library Board**

And

**The Canadian Union of Public Employees  
And its Local 905.02**

## **Self-Service Library Material Vending Machine or Kiosk**

The Employer agrees that for life of this Collective Agreement, it will not employ service models that provide for staffless libraries (i.e. branches without staff).

The Parties agree that should the Library decide to introduce a self-service Library Material Vending Machine or Kiosk, that a joint committee will be created to discuss the implementation of this program. The joint committee will consist of two (2) members of management and two (2) Union representatives and shall meet at least ninety (90) days in advance of any proposed implementation date. The committee will discuss Employee job security, mileage, health and safety and liability. The committee will endeavour to reach consensus on these issues however the Employer reserves the right to make final decisions if a consensus cannot be reached.

Dated this 18<sup>th</sup> day of February 2025

**CANADIAN UNION of PUBLIC EMPLOYEES**

**AURORA PUBLIC LIBRARY BOARD**



[Lauren Soliman \(Feb 18, 2025 14:57 EST\)](#)

Lauren Greig



Jodi Marr



[Beth Monti \(Feb 18, 2025 19:57 EST\)](#)

Beth Monti



[Maida Rae \(Feb 24, 2025 10:47 EST\)](#)

Maida Rae



[Teresa Gawman \(Feb 19, 2025 13:07 EST\)](#)

Teresa Gawman, CUPE National Representative

**LETTER OF UNDERSTANDING**

BETWEEN

**AURORA PUBLIC LIBRARY BOARD**

**And**

**CUPE Local 905.02, APL Unit**

The Employer and the Union agree that Article 13.01(c) regarding the expectation for Employees to work alternate Saturdays will not be applicable for the Coordinator of Community-led Initiatives.

With respect to Article 13.06, the Coordinator of Community-led Initiatives will have responsibility, with oversight from their Manager, for adjusting their schedule as required to attend community events, meetings, and meet the strategic objectives of the Library. The Employer will endeavour to provide the Coordinator of Community-led Initiatives with as much advance scheduling notice as possible but requires flexibility from this role. It is understood that the nature of this position will involve a less traditional schedule, however scheduling of such shall not exceed more than 2 Saturdays per month, which may or may not be alternate weekends.

The CCLI position will not work more than eight (8) evenings per month.

Dated this 18<sup>th</sup> day of February 2025

**CANADIAN UNION of PUBLIC EMPLOYEES**

**AURORA PUBLIC LIBRARY BOARD**



Lauren Soliman (Feb 18, 2025 14:57 EST)

Lauren Greig



Jodi Marr



Beth Monti (Feb 18, 2025 19:57 EST)

Beth Monti



Maida Rae (Feb 24, 2025 10:47 EST)

Maida Rae



Teresa Gawman (Feb 19, 2025 13:07 EST)

Teresa Gawman, CUPE National Representative

**UNION WAGE and SALARY SCALE**

**April 1, 2023 - March 31, 2024**

**3%**

<u>Grade</u>	<u>Step 1 Start</u>	<u>Step 2 1 year</u>	<u>Step 3 2 years</u>	<u>Step 4 3 years</u>	<u>Positions Classified</u>
I	\$23.47	\$24.71	\$26.02	\$27.37	Customer Service Assistant I Technical Services Assistant
II	\$26.45	\$27.84	\$29.31	\$30.86	Customer Service Assistant II
III	\$27.85	\$29.33	\$30.87	\$32.50	Technical Services Technician II
IV	\$30.13	\$31.71	\$33.37	\$35.13	Co-ordinator of Community-led Initiatives Information and Programming Specialist Creative Technologies Specialist
V	\$30.51	\$32.13	\$33.81	\$35.58	Customer Services Co-ordinator Technical Services Co-ordinator
VI	\$32.61	\$34.44	\$36.14	\$38.04	Vacant
VII	\$37.11	\$39.08	\$41.13	\$43.30	Adult Librarian Teen Librarian Children's Librarian Creative Technologies Librarian
VII-B	\$37.11				<i>Building Supervisor Rate</i> (Information & Programming Specialists)

*An Information and Programming Specialist who is scheduled to act as a Building Supervisor on a shift will be paid the Step 1 Librarian rate for all hours worked on such shift.*

**UNION WAGE and SALARY SCALE**

**April 1, 2024 - March 31, 2025  
2.5%**

Grade	<u>Step 1 Start</u>	<u>Step 2 1 year</u>	<u>Step 3 2 years</u>	<u>Step 4 3 years</u>	<u>Positions Classified</u>
I	\$24.06	\$25.33	\$26.67	\$28.05	Customer Service Assistant I Technical Services Assistant
II	\$27.11	\$28.54	\$30.04	\$31.63	Customer Service Assistant II
III	\$28.55	\$30.06	\$31.64	\$33.31	Technical Services Technician II
IV	\$30.88	\$32.51	\$34.21	\$36.01	Co-ordinator of Community-led Initiatives Information and Programming Specialist Creative Technologies Specialist
V	\$31.28	\$32.93	\$34.66	\$36.47	Customer Services Co-ordinator Technical Services Co-ordinator
VI	\$33.43	\$35.30	\$37.04	\$38.99	Vacant
VII	\$38.04	\$40.06	\$42.15	\$44.38	Adult Librarian Teen Librarian Children’s Librarian Creative Technologies Librarian
VII-B	\$38.04				<i>Building Supervisor Rate (Information &amp; Programming Specialists)</i>

*An Information and Programming Specialist who is scheduled to act as a Building Supervisor on a shift will be paid the Step 1 Librarian rate for all hours worked on such shift.*

**UNION WAGE and SALARY SCALE**

**April 1, 2025 - March 31, 2026  
2.5%**

Grade	<u>Step 1 Start</u>	<u>Step 2 1 year</u>	<u>Step 3 2 years</u>	<u>Step 4 3 years</u>	<u>Positions Classified</u>
I	\$24.66	\$25.96	\$27.34	\$28.75	Customer Service Assistant I Technical Services Assistant
II	\$27.79	\$29.25	\$30.79	\$32.42	Customer Services Assistant II
III	\$29.26	\$30.81	\$32.43	\$34.14	Technical Services Technician II
IV	\$31.65	\$33.32	\$35.06	\$36.91	Co-ordinator of Community-led Initiatives Information and Programming Specialist Creative Technologies Specialist
V	\$32.06	\$33.76	\$35.52	\$37.38	Customer Services Co-ordinator Technical Services Co-ordinator
VI	-----	-----	-----	-----	Vacant
VII	\$38.99	\$41.06	\$43.21	\$45.49	Adult Librarian Teen Librarian Children’s Librarian Creative Technologies Librarian
VII-B	\$38.99				<i>Building Supervisor Rate (Information &amp; Programming Specialists)</i>

*An Information and Programming Specialist who is scheduled to act as a Building Supervisor on a shift will be paid the Step 1 Librarian rate for all hours worked on such shift.*

## UNION WAGE and SALARY SCALE

April 1, 2026 - March 31, 2027  
3%

Grade	<u>Step 1 Start</u>	<u>Step 2 1 year</u>	<u>Step 3 2 years</u>	<u>Step 4 3 years</u>	<u>Positions Classified</u>
I	\$25.40	\$26.74	\$28.16	\$29.61	Customer Service Assistant I Technical Services Assistant
II	\$28.62	\$30.13	\$31.71	\$33.39	Customer Services Assistant II
III	\$30.14	\$31.74	\$33.40	\$35.16	Technical Services Technician II
IV	\$32.60	\$34.32	\$36.11	\$38.02	Co-ordinator of Community-led Initiatives Information and Programming Specialist Creative Technologies Specialist
V	\$33.02	\$34.77	\$36.59	\$38.50	Customer Service Co-ordinator Technical Services Co-ordinator
VI	\$35.30	\$37.27	\$39.11	\$41.16	Vacant
VII	\$40.16	\$42.29	\$44.50	\$46.86	Adult Librarian Teen Librarian Children's Librarian Creative Technologies Librarian
VII-B	\$40.16				Building Supervisor Rate (Information & Programming Specialists)

*An Information and Programming Specialist who is scheduled to act as a Building Supervisor on a shift will be paid the Step 1 Librarian rate for all hours worked on such shift.*











# Final Collective Agreement L905.02 Aurora Public Library Exp 2027-Mar-31

Final Audit Report

2025-02-24

Created:	2025-02-18
By:	Amy Briscoe (abriscoe@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMIQIHotvP3ZJE1ghWKCYuoaEbyHxXcGy

## "Final Collective Agreement L905.02 Aurora Public Library Exp 2027-Mar-31" History


-  Document created by Amy Briscoe (abriscoe@cupe.ca)  
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-  Document emailed to tgawman@cupe.ca for signature  
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-  Document emailed to Jodi Marr (jmarr@aurorapl.ca) for signature  
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-  Document emailed to Maida Rae (mrae@aurorapl.ca) for signature  
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-  Document emailed to laurencgreig@hotmail.com for signature  
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-  Email viewed by laurencgreig@hotmail.com  
2025-02-18 - 7:56:46 PM GMT
-  Signer laurencgreig@hotmail.com entered name at signing as Lauren Soliman  
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-  Document e-signed by Lauren Soliman (laurencgreig@hotmail.com)  
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 Agreement completed.

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