



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE RICHMOND HILL PUBLIC  
LIBRARY BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 905.24**

**TERM OF AGREEMENT**

**APRIL 1, 2024 TO MARCH 31, 2027**

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

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## **1.0 PURPOSE**

### **1.1 General Purpose**

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 maximum of co-operation and help to the patrons of the library; to encourage efficiency in operations; to provide 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.

## **2.0 RECOGNITION**

### **2.1 Bargaining Unit**

The Employer recognizes the Union and its Local as the sole and exclusive bargaining agent for all Employees of the Employer in Richmond Hill, Ontario, save and except Managers and persons above the rank of Manager, Accounts Payable Assistants, Administration Communication Assistants, Administration Reception/Secretary, Administration Support Assistants, Administration Virtual Services Librarian, Administrative Assistants to the CEO, Branch Services Librarian, Circulation Coordinators, Executive Assistants to the CEO, System Specialists, and Sunday Supervisors.

### **2.2 Classifications Excluded from the Bargaining Unit**

Notwithstanding anything to the contrary in this agreement, Coordinators, Associate Branch Librarians and/ or Supervisors who are excluded from the bargaining unit as per Article 2.1, may continue to perform bargaining unit work when necessary and in exceptional circumstances. It is understood that this will not result in the reduction of established hours of persons in the bargaining unit. It is understood that Managers will not perform work of the bargaining unit.

### **3.0 EMPLOYEES DEFINED**

#### **3.1 Permanent Full-Time Employees**

"Permanent Full-Time Employee" means a person working an average of seventy (70) hours over a two-week period who has satisfactorily completed the Probationary Period.

#### **3.2 Permanent Part-Time Employees**

"Permanent Part-Time Employee" means a person working an average of forty-four (44) hours biweekly on a regular basis at an hourly rate of pay, who has satisfactorily completed the Probationary Period. Permanent Part-time Employees are not allowed to hold more than one (1) distinct position.

#### **3.3 Students and Other Workers**

Students on work placements or practicums, neuro diverse persons gaining work experience, temporary Employees who are hired specifically for government sponsored work incentive projects, and high school volunteers may perform work normally performed by members of the bargaining unit.

Such persons shall not be considered to be included in the bargaining unit and shall not give 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.

Volunteers other than high school volunteers may be utilized only for work that is outside of the bargaining unit.

### **4.0 NO DISCRIMINATION**

#### **4.1 Ontario Human Rights Code**

The Employer and the Union agree that every employee has a right to work in an environment free from harassment and discrimination. There will be no discrimination against any employee because of any prohibited grounds set out in the *Ontario Human Rights Code*.

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### **4.2 Participation in Union**

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.

### **4.3 Union Activity on Premises**

It is agreed that the Union and the Employees will not engage in Union activities (solicit for membership, collect dues or conduct other Union activities) during working hours or hold meetings at any time on the premises of the library (except as provided elsewhere), without the permission of the Chief Executive Officer or designate.

## **5.0 MANAGEMENT RIGHTS**

### **5.1 Recognition**

The Union acknowledges that the Employer shall be entitled to exercise in a manner consistent with the provisions of this Agreement, all the 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, efficiency, hire, rehire, promote, demote, classify, transfer, suspend, layoff, discipline and discharge seniority Employees for just cause, except that the discharge of a probationary employee will not be subject to the grievance and arbitration procedures, set standards and evaluate performance; to increase and decrease the working force; suspend or cease operations; set hours of operation and assign same; set standards and evaluate performance; assign the various duties to be performed; make and apply rules and regulations to be observed by Employees; determine the number and location of sites; 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 establish new occupations and/or to modify existing occupations.

## **6.0 UNION REPRESENTATION**

### **6.1 Right to Representation**

The Employer acknowledges the right of the Union to elect or otherwise select Stewards for the purpose of representing Employees for Union Business. There will be no more than four (4) stewards in total and the Union will make every effort to have some representation from the branch libraries. The Unit Chair and Vice-Chair shall be recognized as stewards, in addition to the four (4) listed above.

### **6.2 Recognition of Union Stewards**

The Employer shall be notified by the Union in writing, within two (2) weeks of the election of the name of the Stewards and any changes made thereto and shall not be required to recognize any such Steward until it has been notified.

### **6.3 Consent to Leave Work**

It is understood and agreed that the steward has their regular work to perform on behalf of the Employer. However, should they be required to assist or represent a member with Union Business or negotiate during their regular working hours, the employee shall not leave their work without first obtaining the permission of their manager, or the Director in the event of the manager's absence from the work location, who shall take into account the proper operation of the library. When resuming regular duties, the employee shall again report to their manager, or the manager's designate in the event of the manager's absence from the work location. Reasonable time spent by a steward assisting an employee with Union Business shall be without loss of regular pay.

### **6.4 Union Bargaining Committee**

The Employer agrees to recognize up to four (4) Employees to serve on a Union Negotiating Committee to negotiate the renewal of this Agreement. The Union will use its best efforts to arrange that not more than one (1) employee from each Branch or department serves on the Committee. The Union will advise the Employer of the employee members of the Committee. Employee Committee members shall be fully compensated for all hours of work spent at scheduled negotiating sessions with representatives of the Employer. It is understood that Employees will not accumulate over time hours.

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Members of the bargaining committee are entitled to two (2) days off without loss of wages, benefits and seniority to prepare for negotiations.

Any Permanent Part-Time employee who serves on the Union Negotiating Committee will suffer no reduction in hours from their regular work week's pre-arranged schedule of hours. For example, if a part-time employee's regular work week consists of twenty hours, it is agreed during a week that the part-time employee is attending negotiations, that part-time employee will, all other matters remaining equal, still get paid for twenty hours that week. If the part-time employee is not scheduled to work on the day the part-time employee is attending negotiations, the Employer will switch one of their regular shifts to that day, taking into account the proper operation of the library, in order that the part-time employee's regular work week consists of twenty hours.

### **6.5 Library Labour Relations Committee**

A Library Labour Relations Committee consisting of not more than three (3) representatives from the Union who have completed their probationary period, and three (3) representatives from the Employer may meet with a view to promoting good labour/management relations and communications. The Union shall endeavour in good faith, to select one (1) Full-Time and two (2) Part-Time representatives and shall use its best efforts to choose only one (1) representative from any department in order to minimize the impact on operations and services to the Public. The Library Labour Relation Committee shall be advisory and consultative only. Upon a request to meet by either Party, the Parties will within five (5) working days of such a request mutually agree to a future date, time and place for a committee meeting. Committee representatives shall receive notice and an agenda of the meeting at least two (2) working days in advance of the meeting. Employees acting as a Union Committee representative shall be fully compensated for preparation time of up to one hour per committee member prior to the beginning of the meeting, and time spent at Committee meetings. The minutes of the meeting are to be taken and provided to all Committee members.

## **7.0 COLLECTIVE AGREEMENT**

### **7.1 Distribution of Agreement**

The Employer and the Union desire every employee to be familiar with the provisions of the 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

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each employee. The printing cost shall be shared between both parties. The Parties agree that, when necessary, the Employer will provide the Agreement in an accessible format.

### **7.2 Strikes and Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and handling of Grievances, the Union agrees that during the life of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockouts. Only informational picketing will be allowed if it does not block pedestrian or automobile traffic and is not conducted in the Library buildings.

## **8.0 UNION SECURITY**

### **8.1 Check-off Payments**

The Employer shall deduct Union dues from each such employee who is covered by this agreement. Such deduction shall be made in each payroll period (bi-weekly) coinciding with the employee's earnings. The parties acknowledge that Union dues are not applicable to any month during which an employee has no earnings. The Employer will forward to the Secretary Treasurer of the Union, the dues deducted within thirty (30) days following the month in which the dues are deducted. The Employer will be notified in writing of any changes in the amount of the regular monthly Union dues at least thirty (30) days in advance of the effective date of the change.

### **8.2 Employer Indemnity**

In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this section.

### **8.3 Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay, for a maximum of thirty (30) minutes during the first month of employment. This interview is for the purpose of acquainting the new employee with benefits and duties of Union membership, their responsibilities and obligations to the Employer and the Union, and to provide the employee with a copy of the Collective Agreement.

## 9.0 GRIEVANCE PROCEDURES

### 9.1 Complaint

It is the mutual desire of the Union and the Employer that complaints of Employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their manager an opportunity to adjust their complaints. Any employee who has a Complaint shall report the Complaint to their manager within ten (10) working days, exclusive of statutory holidays, of the development of the alleged Complaint. The manager shall reply to the Complaint within ten (10) working days, exclusive of statutory holidays. If either the employee or the Employer requires the assistance of a Union Steward, or another management representative during the complaint stage, it shall be the employee's right to have the steward of their choice with them.

Failing settlement within the above-referred to time periods, it may then be taken up as a Grievance no later than the tenth (10<sup>th</sup>) working day, exclusive of statutory holidays, following advice of the manager's decision, in the following manner and sequence:

#### Step 1:

If the employee is dissatisfied with the outcome of the response of their manager, the employee, who may request the assistance of a steward, may present the Grievance, in writing, to their Director. The Grievance shall indicate the article(s) of the Collective Agreement being grieved, and why it is being grieved, and shall specify the remedy sought. The Director shall reply to the Grievance within ten (10) working days, exclusive of statutory holidays.

#### Step 2:

Failing a settlement, the employee and the Union Grievance Committee may present the Grievance in writing within a further five (5) working days, exclusive of statutory holidays, to the Chief Executive Officer or designate. The Chief Executive Officer or designate shall reply to the Grievance within five (5) working days, exclusive of statutory holidays.

#### Step 3:

If final settlement of the Grievance is not reached at Step 2 and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, then the Grievance may be referred in writing by either party to Arbitration, at any time within fifteen (15) working days after the

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decision is given under Step 2, and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

Replies to grievances stating reasons shall be in writing at all stages.

The parties may agree to participate in a process of grievance mediation prior to either party taking the matter to Arbitration. It is agreed by the parties that should this process be agreed, then the timelines to forward the matter shall be extended.

### **9.2 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 the subject of an employee grievance, the Union may file a Grievance in writing as a policy Grievance with the Chief Executive Officer within and not after ten (10) working days from the date of the incident giving rise to the Grievance. Step 2 shall then apply as though the Union policy grievance was a grievance of an employee.

### **9.3 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 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.

### **9.4 Grievance Procedure in Case of Discipline/Suspension/ Dismissal**

When an employee is disciplined, suspended or dismissed, the Grievance Procedure shall begin at Step 2.

### **9.5 Time Limits**

It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement.

## **9.6 Definition of Working Days**

For the purpose of this Article, the words “working days” shall exclude Saturday and Sunday.

## **10.0 ARBITRATION**

### **10.1 Appointment of Arbitrator**

After the Grievance Procedure has been exhausted, if either party requests that a grievance be submitted to arbitration, the grievance will be heard by a sole Arbitrator. In such case the party serving notice of its intent to proceed to arbitration shall suggest a person or persons to serve as Arbitrator. The other party shall respond within ten (10) working days either agreeing to one of the suggested Arbitrators, or suggesting alternative Arbitrators.

### **10.2 Failure to Appoint**

The parties shall have thirty (30) calendar days in which to agree upon an Arbitrator, failing which the Minister of Labour of the Province of Ontario will be asked to nominate an Arbitrator, except where there is mutual agreement by both Parties to extend this timeline.

### **10.3 Decision of the Arbitrator**

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision.

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change the wording of this Agreement, or alter, modify, amend or delete any of its provisions.

### **10.4 Expenses of the Arbitrator**

The parties will jointly and equally bear the expenses of the Arbitrator.

## **11.0 PERSONNEL FILE**

### **11.1 Access to Personnel File**

An employee, upon reasonable notice, shall have the right to review and request to receive a copy of their employment record file in the presence of the Chief Executive Officer or their designate. The Employee shall also have the right to have Union Representation during this process.

### **11.2 Sunset Clause on Disciplinary Documents**

Any letter of discipline, including verbal, will be removed from the record of an employee eighteen (18) months following the receipt of such letter of discipline, provided that such employee's record has been discipline free for eighteen (18) months.

### **11.3 Sunset Clause on Non-Disciplinary Documents**

The Employer agrees to remove instances of non-disciplinary notation, which includes coaching letters and letters of counsel from an employee's file that has been in their file for eighteen (18) months.

## **12.0 WAGES**

### **12.1 Salary Schedules**

Salary schedules for the term of the Contract are attached and hereby made a part of this Agreement.

### **12.2 Step Rate Increase**

Employees who are absent from work for more than one (1) month of continuous service for reasons of sick leave or approved absence will have their step rate increase within their Labour Grade deferred by the number of months of absence beyond one (1) month. Their anniversary date does not change.

### **12.3 Annual Performance Evaluation**

All Employees will receive an annual performance evaluation.

## **12.4 Changes in Classification**

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 Chief Executive Officer to endeavour to negotiate a mutually satisfactory rate and at such meeting, the Chief Executive Officer 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.

## **13.0 PAYMENT OF WAGES**

### **13.1 Pay Day**

The Employer shall pay the Employees by Direct Payroll Deposit according to a specific pay schedule.

### **13.2 Promotion**

On the first day of employment in a new position at a higher Labour Grade, an employee shall be assigned a rate of pay for the new position which is the next higher rate than their previous rate.

### **13.3 Anniversary Date**

An employee's anniversary date shall be the date of the commencement of employment.

### **13.4 Reclassification**

If an employee is reclassified the date of reclassification shall be used to determine step rate increases. If a staff member is already working within a pay scale, their step rate increase will still be based on the date of hire into the equivalent pay scale.

## **14.0 HOURS OF WORK**

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.

### **14.1 Work Week**

#### **14.1.1 Permanent Full-Time Employees**

The normal work period for Full-Time Employees shall be seventy (70) hours over ten (10) days in a fourteen (14) consecutive day period, exclusive of the one (1) hour meal period per seven (7) hour shift, and no more than two (2) evenings a week, and no more than two (2) weekend days in four (4) weekends. A change of the regular rotation of scheduled shifts shall be implemented with no less than fourteen (14) days notification to the employee.

#### **14.1.2 Permanent Part-Time Employees**

A regular work week will consist of a pre-arranged regular rotation of scheduled hours, including evenings and weekend days, normally not exceeding forty-four (44) hours in each two (2) week pay period.

### **14.2 Work Schedule**

Provided it does not interfere with the efficient operation of the Library, and subject to the approval of the Manager, Employees may mutually agree to exchange fifteen (15) shifts per year. Mutually exchanged shifts must fall within an eight (8) week period. For full-time Employees, the exchanged shifts must be equal in length. For example, a full-time employee can only switch an 8 hour shift for another 8 hour shift. Once exchanged, a shift may not be exchanged again by either recipient of the switched shift. No overtime or extra hours will be created or accumulated as a result of a shift change.

### **14.3 Posting of Schedules**

The schedule for hours of work shall be posted a minimum of three (3) weeks in advance of the scheduled work period and, once posted, any changes made without the required three (3) weeks' notice shall be mutually agreed to by the employee affected and their manager or designate.

### **14.4 Extra Hours for Permanent Part-time**

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If the Employer knows of available extra permanent part-time hours sufficiently in advance to do so, the Employer agrees to post and e-mail same hours in all branches simultaneously at least ten (10) calendar days in advance of the extra hours becoming available. The Employer will distribute the extra hours, up to 44 hours per employee per week, amongst the permanent part-time Employees who have the qualifications to meet the normal requirements of the job and who have expressed a written desire (completed form or email) to accept a posted shift, on a fair and equitable basis, within five (5) calendar days of the posting.

The Employer shall assign the available extra hours based on fair and equitable distribution to all permanent part-time Employees who have the qualifications, who have expressed a desire to accept a posted shift and are available to work.

Permanent part-time Employees will be paid for any extra hours at straight time. Nothing in this section will constitute any guarantee of extra hours.

Probationary Employees who have the qualifications may be offered posted extra hours upon the unwillingness or unavailability of permanent part-time Employees. Temporary Employees will not be asked to work any posted extra hours until probationary Employees have been first offered the chance to work such hours.

In the event that the Employer is not able to assign the full allotment of extra hours (full shift) as offered, due to the unwillingness or unavailability of permanent Employees, at management's discretion, consideration will be given to permanent part-time Employees who are able to work part of the extra hours (partial shift) offered. Probationary Employees shall be considered following permanent Employees and Temporary Employees shall be considered following Probationary Employees. Consideration for assignment of partial extra hours (partial shift) shall only be considered after all Employees have been offered the opportunity for coverage of the extra hours in full.

Provided the above process has been followed, and in the absence of express written desire within the time frame noted above, Management may utilize the ASAP Hours process.

### **14.4.1 ASAP Hours**

ASAP hours are those which the Employer needs to fill which fall less than ten (10) calendar days from when the Employer became aware of such need. The Employer will use the most expeditious method of filling these hours.

### **14.4.2 Meetings**

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Employees who are requested and who attend staff meetings called by management on their scheduled time off work shall be guaranteed a minimum of two (2) hours of work which shall include time spent in the meeting. Should the employee wish to forgo the guaranteed minimum by virtue of declining to work, such employee shall only be paid for the time spent attending the meeting. Attendance shall be voluntary when staff meetings fall on an employee's scheduled time off work.

### **14.5 Rest Breaks**

The paid fifteen (15) minute coffee breaks provided to Employees are considered a part of the working day. Coffee breaks will be taken according to the following guidelines, with regard to scheduling considerations:

- Employees working a shift of less than three (3) hours are not eligible for a coffee break.
- Employees working a shift of three (3) hours but less than seven (7) hours are eligible for one fifteen (15) minute coffee break.
- Employees working a shift of seven (7) or more hours are eligible for two fifteen (15) minute coffee breaks.

### **14.6 Meal Breaks**

In accordance with the Employment Standards Act, unpaid meal breaks will be granted on the employee's own time as pre-arranged on the schedule.

- Employees working a shift which is five (5) hours or less shall not be eligible for a meal break.
- Employees working a shift of more than five (5) hours but less than seven (7) hours are eligible for one thirty (30) minute meal break.
- Employees working a shift of seven (7) or more hours are eligible for one sixty (60) minute meal break.

## **15.0 OVERTIME**

### **15.1 Excess Hours**

#### **15.1.1 Permanent Full-Time Employees**

Work in excess of a Permanent Full-Time employee's regular schedule will be considered excess hours and must be authorized in advance by their manager. Equal time in lieu will be taken at a time approved by their manager.

No more than thirty-five (35) hours of compensating time in lieu should be accumulated by the employee at any one time. Excess lieu hours must be taken within a month of the time in which they were earned, at a time or times approved by their manager and should take into account the overriding requirements of Library service.

Where the employee does not, within the period of any year of employment, take all of the excess lieu hours to which they are entitled, they may, with the approval of the Director, carry forward into the next year the number of unused excess lieu hours to a maximum of thirty-five (35) hours. Hours carried over must be taken as lieu time by June 30 of the next year.

#### **15.1.2 Permanent Part-Time Employees**

Work in excess of a Permanent Part-Time employee's regular schedule will be considered excess hours and must be authorized in advance by their immediate supervisor. Employees will be paid for excess hours at straight time.

### **15.2 Overtime Hours**

#### **Permanent Full-Time and Permanent Part-Time Employees**

Work in excess of forty-four ( 44) hours per week will be considered overtime and must be authorized in advance by the Director or designate. Employees must elect to bank hours or receive overtime pay at the time the hours are earned. Banked overtime hours will be converted (hours worked multiplied by (1.5) prior to being placed in the lieu time bank.

**15.3 No Pyramiding or Duplicating of Overtime**

There shall be no pyramiding or duplicating of overtime rates.

**15.4 Emergency Closing**

Should the Chief Executive Officer or designate find it necessary to close a Branch of the Library earlier than normal, without prior warning, all Employees who are scheduled to work on the day of the closure shall suffer no loss of pay for that day.

**16.0 SENIORITY**

**16.1 Definition**

16.1.1 Permanent Full-Time Employees

Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from their date of hire.

Seniority will operate on a bargaining unit wide basis and Employees hired prior to the signing of this Collective Agreement will be credited with seniority based on their actual hiring date with the Employer.

Should a Permanent Part-Time employee become a Permanent Full-Time employee, their seniority shall be carried forward and calculated on a pro-rata basis of 1,820 hours worked in the Part-Time unit equalling one (1) year of Full-Time seniority.

16.1.2 Permanent Part-Time Employees

Seniority is defined as the length of service with the Employer while a Permanent Part-Time employee and shall include service with the Employer in what has become a bargaining unit position prior to the certification or recognition of the Union.

Permanent Part-Time service shall be calculated using the normal hours of work for the position for which they were hired on a pro-rata basis of 1,820 hours worked equalling one (1) year of Permanent Part-Time seniority.

Should a Permanent Full-Time employee become a Permanent Part-Time employee, their seniority shall be brought into the Permanent

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Part-Time seniority list as it was calculated in the Permanent Full-Time seniority list.

### 16.2 Seniority List

For all purposes of seniority, there shall be two (2) separate and distinct seniority lists. There shall be one seniority list for Permanent Full-Time Employees and one seniority list for Permanent Part-Time Employees. Seniority lists will be posted in all locations once a year, in January and a copy mailed to the Union at the same time.

### 16.3 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when they:

- a) voluntarily resign in writing from their employment with the Employer and do not rescind in writing within 48 hours;
- b) when they retire;
- c) are discharged and are not reinstated through the grievance procedure or arbitration;
- d) are off-the payroll for a continuous period of two (2) years;
- e) fail to report for work within five (5) calendar days after being notified of recall by the Employer by registered delivery following lay-off;
- f) fail to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to the Employer. Such notice of extension shall only be for good and sufficient cause;
- g) accept gainful employment while on a leave of absence without first notifying the Employer in writing;
- h) are absent from work without just cause for more than three (3) consecutively scheduled days;
- i) use an approved Leave from work for a purpose other than that for which the Leave was granted;
- j) are laid off for a period of more than 24 months without being recalled.
- k) accept a position outside of the bargaining unit and do not return for a period of more than 18 months.

#### **16.4 Transfers and Seniority outside the bargaining unit**

No employee shall be transferred to a position outside of the bargaining unit without their consent. If an employee accepts a temporary position outside of the bargaining unit, and is later returned to the bargaining unit, they shall be placed in their previously held position. They shall retain their seniority accumulated up to the date of leaving the unit provided they return to the bargaining unit within 18 months of leaving the bargaining unit. They shall not accrue seniority while working in a position outside of the bargaining unit. Union dues shall not be deducted from the employee for the duration spent outside the bargaining unit.

If an employee accepts a permanent position outside of the bargaining unit, the successful applicant will be placed on a trial period as per Article 21.

#### **16.5 Seniority Tie Breakers**

When seniority is the same for two or more Employees, first tie breaker shall be their date of hire. When two or more Employees share the same date of hire, a lottery system will be used. The Union and the affected Employees shall be present at the time the lottery takes place.

### **17.0 LAYOFFS AND RECALLS**

#### **17.1 Layoff Procedure**

##### **17.1.1 Permanent Full-Time Employees**

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their Permanent Full-Time bargaining unit seniority.

An employee in receipt of notice of layoff may:

- i. Accept the layoff; or
- ii. Opt to retire, if eligible under the terms of the pension plan (OMERS); or
- iii. Displace another employee who has lesser Permanent Full-Time bargaining unit seniority in the same or lower classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal

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requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to all rights and privileges as set out in this Article.

There shall be no bumping up.

- b) Unless legislation is more favourable, the Employer shall provide the Unit Chair, or their designate, and the affected Employees with no less than ten (10) working days' notice of a temporary layoff or shall provide payment to individual Employees in lieu thereof. In giving such notice, the Employer will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff and will identify the Employees likely to be affected. If requested, the Employer will meet with the Union to review the effect on Employees in the bargaining unit .
- c) In the event of permanent layoff, unless legislation is more favourable, the Employer shall provide the Union and the affected Employees with no less than eight (8) weeks written notice of the pending layoff or shall provide payment to individual Employees in lieu thereof. Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.
- d) The Employer agrees to continue to pay its share of the health benefits for Employees who are enrolled in benefits at the time of lay-off for a period of up to three (3) months.

In the event of a longer lay-off, the affected employee may, at their own expense, elect to continue these benefits for a further three (3) months provided the premiums are paid in advance or by postdated cheques, to maintain the coverage.

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### 17.1.2 Permanent Part-Time Employees

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their Permanent Part-Time bargaining unit seniority.

An employee in receipt of notice of layoff may:

- i. Accept the layoff; or
- ii. Opt to retire, if eligible under the terms of the pension plan (OMERS); or
- iii. Displace another employee who has lesser Permanent Part-Time bargaining unit seniority in the same or lower classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to all rights and privileges as set out in this Article.

There shall be no bumping up.

- b) Unless legislation is more favourable, the Employer shall provide the Unit Chair, or their designate, and the affected Employees with no less than ten (10) working days' notice of a temporary layoff or shall provide payment to individual Employees in lieu thereof. In giving such notice, the Employer will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff and will identify the Employees likely to be affected. If requested, the Employer will meet with the Union to review the effect on Employees in the bargaining unit.
- c) In the event of permanent layoff, unless legislation is more favourable, the Employer shall provide the Union and the affected Employees with no less than eight (8) weeks written notice of the pending layoff or shall provide payment to individual Employees in lieu thereof. Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union of any subsequent layoff.

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- d) The Employer agrees to continue to pay its share of the health benefits for Employees who are enrolled in benefits at the time of lay-off for a period of up to three (3) months.

In the event of a longer lay-off, the affected employee may, at their own expense, elect to continue these benefits for a further three (3) months provided the premiums are paid in advance or by postdated cheques, to maintain the coverage.

### 17.2 Recall Procedure

#### 17.2.1 Permanent Full-Time Employees

Employees shall be recalled in the order of their seniority and their skills, abilities, and qualifications to perform the work. No new employee will be hired until those laid off have been given an opportunity for recall to a vacant job for a period of 24 months, for which they have the qualifications, skills and abilities. Refusal to accept a job in a temporary/short-term capacity shall not remove the employee's right to recall.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

The Employer shall notify the employee of a recall opportunity by registered delivery, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

An employee who exercises their option to bump to a different classification or is recalled to work in a different classification from which they were laid off, shall be offered one (1) opportunity of returning to the classification they held prior to the lay-off, on the basis of seniority, should a position become available.

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### **17.2.2 Permanent Part-Time Employees**

Employees shall be recalled in the order of their seniority and their skills, abilities, and qualifications to perform the work. No new employee will be hired until those laid off have been given an opportunity for recall to a vacant job for a period of 24 months, for which they have the qualifications, skills and abilities. Refusal to accept a job in a temporary/short-term capacity shall not remove the employee's right to recall.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

The Employer shall notify the employee of a recall opportunity by registered delivery, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

An employee who exercises their option to bump to a different classification or is recalled to work in a different classification from which they were laid off, shall be offered one (1) opportunity of returning to the classification they held prior to the lay-off, on the basis of seniority, should a position become available.

## **18.0 TEMPORARY RECLASSIFICATION**

### **18.1 Convenience of Employer**

The assignment of job classifications to positions held by Employees shall not limit the scope and nature of their duties, except as provided below.

Any employee who for the convenience of the Employer is temporarily reclassified to another job 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:

If the rate of pay for the job is less than the employee's regular rate of pay, the employee shall receive their own higher rate of pay;

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If the rate of pay for the job is higher than the employee's regular rate of pay and if the reclassification is for more than five (5) working days, 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.

A reclassification for the convenience of the Employer may only be done with the consent of the Employee.

### **18.2 Convenience of Employee**

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

## **19.0 PROJECT AND TEMPORARY EMPLOYEES**

### **19.1 Project Employees**

The Employer may hire individuals as project Employees who shall be excluded from the Collective Agreement. Such project Employees may only be excluded under this clause if:

- a) The project is for 12 months or less; and
- b) The project is specifically funded by the Federal, Provincial, Municipal or Regional Government or in special circumstances where a third party would be responsible to pay damages or restoration or in a circumstance where the Employer has an unforeseen situation come to light, the Employer may make a request of the Union to consider other circumstances, which shall not be unreasonably denied; and
- c) The Union is advised prior to placement of an individual in a project.

It is further agreed that the Union may consent to any extension or renewal of the project beyond twelve (12) months. The use of a project employee is not intended to erode the work of the bargaining unit and is not intended for performing regular ongoing library functions.

The Employer may accept students from accredited educational institutions and government-funded programs for training placement periods of up to eight

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(8) weeks. They shall not be considered as Employees. Their use will not result in the lay-off or failure to recall of bargaining unit Employees.

The Employer agrees to advise the Union of any hiring or placements prior to the commencement of the project. The Employer agrees that the hiring of project or placement Employees will not result in the layoff or failure to recall of bargaining unit Employees.

### **19.2 Temporary Employees**

The Employer may hire temporary personnel to replace permanent Employees absent due to illness, accident, vacation, leave of absence, Union leave of absence, pregnancy or parental leaves, for vacancies in the process of being filled, and/or other approved leaves from work, for a period not to exceed twelve (12) months duration. This may be extended by mutual consent of the parties, but in no circumstances shall it exceed a total of twenty-four (24) months. The Employer agrees that the hiring of such Employees will not result in the layoff or failure to recall of bargaining unit Employees. Personnel hired pursuant to this clause shall not become probationary or permanent Employees.

Temporary Employees shall be treated as external applicants for any permanent vacancy and shall be only eligible for hire once the job posting procedure for internal applicants has been exhausted and the vacancy remains unfilled.

Notwithstanding the above provisions, where there is a temporary vacancy which the Employer knows at the outset of the absence will last for at least one (1) year, prior to hiring a temporary employee to fill such temporary vacancy, the Employer will consider any internal candidates who have the necessary qualifications to meet the normal requirements of the position and who require only orientation in order to competently perform the duties of the absent employee.

Should the Employer decide not to fill a temporary vacancy they shall provide notice in writing to the Union within sixty (60) days of the vacancy.

In the event that an existing employee is selected to fill the temporary vacancy, the Employer may then hire a temporary employee to fill the successful internal candidate's regular position until such time as the employee returns to their regular position.

Temporary Employees shall be advised at the time of hiring of their temporary status and estimated duration of their employment. However, this shall not be

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construed as a guarantee of completion of their term of employment and may be subject to change at the Employer's discretion.

Temporary Employees who are normally scheduled forty-four (44) hours or more each pay period, for the job for which they were hired, will receive three (3) hours of sick leave credit for each full month worked. No unused credits will be paid out.

The suspension or discharge of a Temporary employee shall be within the sole discretion of the Employer and will not be subject to the grievance and arbitration procedures. It is understood that such action shall not be done in a manner which is arbitrary, discriminatory, or in bad faith, or as such, then can be made the subject matter of a grievance.

Temporary Employees shall not be covered by the following articles in the Collective Agreement:

- 6.3 Consent to Leave Work
- 6.4 Union Bargaining Committee
- 6.5 Labour/Management Committee
- 16.0 Seniority
- 17.0 Layoffs and Recalls
- 18.0 Temporary Reclassification
- 20.0 Job Posting
- 21.0 Probation/Trial Periods
- 22.0 Sick Leave
- 23.0 Vacation
- 25.5 Leave of Absence for Union Business
- 27.0 Benefits

Temporary Employees shall not be covered by any leaves under this Agreement except those provided in applicable legislation such as *The Employment Standards Act*.

## **20.0 JOB POSTING**

### **20.1 Permanent Full-Time and Permanent Part-Time Employees**

Within sixty (60) days of the Employer becoming aware of a permanent vacancy or when new positions are created, notice thereof will be posted electronically for seven (7) calendar days and concurrently advertised externally for fourteen (14) calendar days. If the Employer does not intend to fill the vacant position, they shall provide written notice to the Unit Chair within the same sixty (60) day period. Employees applying for vacant positions must have completed their probationary period. The Employer will use its best efforts to test and interview all employee applicants prior to the conclusion of the external advertising.

In selecting an applicant to fill the vacancy, the Employer shall consider the applicant's overall abilities, skills, qualifications and seniority in the following fashion. After the preliminary ranking and testing process has been completed, internal candidates that demonstrate the abilities, skills and qualifications will be interviewed for the position. Where there are two candidates that equally satisfy the criteria, the internal candidate with the most seniority will be selected. Only when no internal candidate demonstrates the abilities, skills and qualifications for a position will the external candidates be considered.

All applications for postings must be submitted in writing to the designated individual on the posting, by the specified date. A current resume and covering letter are required, indicating the posting number and position applied for. Untimely or incomplete submissions will not be considered.

Any employee who has successfully bid on a job posting shall not be entitled to bid on a subsequent job posting for twelve (12) months from the date of their successful bid, except in the case of a bid on a posted job with greater hours or in a higher paid job classification. If the employee is successful on a subsequent job bid, and this results in the original position becoming vacant with three (3) months of being awarded, then the position does not need to be re-posted. Management may choose the next best qualified candidate from the previous posting to fill the position.

## 21.0 PROBATIONARY/TRIAL PERIODS

### 21.1.1 Permanent Full-Time Employees

#### Probationary Period

When a new employee is hired, they are classified as probationary for the first six (6) months of employment.

#### Performance Reviews

Three (3) performance reviews will occur; before two (2) months, four (4) months and six (6) months after the initial start date.

#### Trial Period

The successful candidate through promotion, transfer or reclassification shall be placed on a trial period for the first sixty (60) shifts worked from the date of commencing the new duties. If the employee proves to be unsatisfactory or if the employee is dissatisfied, then the employee will be returned to their previous position and salary rate without loss of seniority. It is understood that, upon mutual agreement of the Employer and the Union, the trial period may be extended.

### 21.1.2 Permanent Part-Time Employees

#### Probationary Period

When a new employee is hired, they are classified as probationary for the first six (6) months of employment.

#### Performance Reviews

Three (3) performance reviews will occur; before two (2) months, four (4) months and six (6) months after the initial start date.

#### Trial Period

The successful internal candidate through promotion, transfer or reclassification shall be placed on a trial period for the first sixty (60) shifts worked from the date of commencing the new duties. If the employee proves to be unsatisfactory or if the employee is dissatisfied, then the employee will be returned to their previous position and salary rate without loss of seniority. It is understood that, upon mutual

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agreement of the Employer and the Union, the trial period may be extended.

**22.0 SICK LEAVE**

**22.1 Permanent Full-Time Employees**

Sick leave means the period of time a Permanent Full-Time Employee is permitted to be absent from work with full pay by virtue of being sick or disabled because of an accident. An employee will not receive Sick Leave Benefits for an absence due to injury sustained while in the employ of someone other than the library.

**22.1.1 Amount of Sick Leave**

Permanent Full-Time Employees with less than three (3) consecutive months of employment are not entitled to Sick Leave Benefits. After three (3) consecutive months of employment, each Permanent Full-Time Employee will be provided with a Sick Leave Bank as follows:

**Years of Service at 100% of Salary**

3 months to 1 yr:	50.0 Days (350.0 hrs)
1 yr. but less than 2 yrs:	52.5 Days (367.5 hrs)
2 yrs. but less than 3 yrs:	60.0 Days (420.0 hrs)
3 yrs. but less than 4 yrs:	67.5 Days (472.5 hrs)
4 years or more:	75.0 Days (525.0 hrs)

A Permanent Full-Time Employee who becomes totally disabled and who has not used more than nine (9) days of Sick Leave credits prior to the most recent incident of sick leave in that specific anniversary year will be entitled to ten (10) additional days of Sick Leave credits, payable at 75% of gross salary. In order to be entitled to these "additional days", the employee must first exhaust all of their Sick Leave credits in that specific anniversary year.

At the end of a year of service, calculated on the anniversary of the employee's date of hire, the Sick Leave Bank will be adjusted to reflect the appropriate number of days as shown above, provided that the employee is Actively at Work.

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If an employee is not absent through sickness for 6 consecutive months, a payment of one (1) day's pay at the employee's normal rate of pay will be provided. Absences due to WSIB incidents or Emergency/Family Care Leave will not affect an employee's eligibility for perfect attendance payment or time off. This will be earned on the following basis:

Perfect attendance from January 1 - June 30: 1 day;

Perfect attendance from July 1 - December 31: 1 day.

The employee must make the decision on whether to take payment or time off within one (1) month of having earned the entitlement. Payment will be made within two (2) months and time off must be used within six (6) months of having earned the entitlement.

### **22.1.2 Permanent Part-Time Employees**

Sick leave means the period of time a Permanent Part-Time employee is permitted to be absent from work by virtue of being sick or disabled because of an accident. An employee may be required to produce a certificate signed by a qualified medical practitioner for any illness. In the case of prolonged absence, a certificate shall be submitted every thirty (30) days unless waived by the Chief Executive Officer. Permanent Part-Time Employees who are absent due to Sick Leave may not make up the hours. An employee will not receive Sick Leave Benefits, as set out below, for an absence due to injury sustained while in the employ of someone other than the Library.

Permanent Part-time Employees with less than three (3) consecutive months of employment are not entitled to Sick Leave Benefits. After three (3) consecutive months of employment, each Permanent Part-time employee will commence a sick leave bank as follows:

Permanent Part-time Employees who are normally scheduled forty-four (44) hours or more each pay-period, for the job for which they were hired, will receive a five (5) hour sick leave credit for each full month worked. Permanent part-time Employees who are normally scheduled less than forty-four (44) hours each pay period, for the job for which they were hired, will receive a sick leave credit calculated on a pro-rata basis for the hours they are normally scheduled. The sick leave credit will accrue to a maximum of seventy (70) hours in total. No permanent part-time Employees shall receive any payment because of unused sick leave credits.

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### 22.1.3 Deduction from Sick Leave

A deduction shall be made from the Sick Leave Bank for all time absent on account of sick leave, and Emergency/Family Care Leave.

### 22.1.4 Workplace Safety & Insurance Board Deduction from Sick Leave

Employees who are injured while in the employ of the Library and whose Workplace Safety & Insurance Board claim is approved shall be paid the difference between Workplace Safety & Insurance Act rates and their normal net rate of pay, as adjusted from time to time so that take-home pay will be neither more or less than it would be the case in active service, subject to the following:

0.15 hours will be deducted from the employee's Sick Leave credits for each one (1) hour absence from work that the employee is eligible to receive payments from the Workplace Safety & Insurance Board.

In the event that the employee has no Sick Leave credits, the Library will not continue to pay at the normal rate, and the employee will receive only the amount paid by the Workplace Safety & Insurance Board.

### 22.1.5 Sick Leave Records

A record of all unused Sick Leave credits will be maintained by the Administration Office of the Library.

## 22.2 **Proof of Illness**

An employee may be required to produce a certificate signed by a qualified medical practitioner for any illness. Any fee charged to acquire the certificate or declaration will be reimbursed to Employees upon presentation of a paid receipt up to a maximum of fifty dollars (\$50.00) per certificate, pending any Regulations that may be promulgated. If the cost of the certificate exceeds fifty dollars (\$50.00) the Library may provide further reimbursement to the employee on a case-by-case basis.

No employee shall draw, during active service with the Library, Sick Leave Benefits if the absence from work is not due to illness as attested by the medical certificate.

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In the case of prolonged absence, a certificate shall be submitted every thirty (30) days unless waived by the Chief Executive Officer. Failure to do so shall result in non-payment for the absence.

### **22.3 Medical Care Leave**

Employees shall be permitted to use sick leave credits in order to engage in personal medical health and dental care. Employees shall endeavour to schedule appointments outside of working hours to minimize their absence from work. Permission will not be unreasonably withheld provided adequate notice is given in advance.

## **23.0 VACATION**

### **23.1 Scheduling**

Employees receive vacation to be taken at a time or times approved by the immediate supervisor, having due regard for the staffing needs of the Library. Scheduling of vacations will be determined by considering seniority.

Requests for vacation shall be submitted electronically via the staff portal five (5) months in advance of the requested vacation. Such vacation requests shall be approved or denied within thirty (30) calendar days following the date of request. Vacation requests made after the above timelines shall be granted within 21 calendar days of the request.

### **23.2 Entitlement**

#### **23.2.1 Vacation Owing on Termination**

An employee on cessation of employment shall receive earned vacation pay. Should the Employer have advanced unearned vacation days to an employee, the Employer shall deduct such amount from the employee's final pay cheque.

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**23.2.2 Permanent Full-Time Employees**

An employee with less than one (1) year of service is entitled to receive one (1) working day equivalent to seven (7) hours, for each completed month of service, to a maximum of ten (10) days (seventy (70) hours). It is understood that such an employee may not be granted vacation that has not yet been earned.

An employee with one (1) or more years of continuous service with the Employer shall be granted annual vacations with pay, calculated on the employee's date of hire, as follows:

After one (1) year of service	Twelve (12) days (84 hours)
After two (2) yrs. of service	Fifteen (15) days (105 hrs.)
After five (5) yrs. of service	Twenty (20) days (140 hrs.)
After ten (10) yrs. of service	Twenty-three (23) days (161 hrs.)
After thirteen (13) yrs. of service	Twenty-five (25) days (175 hrs.)
After sixteen (16) yrs. of service	Twenty-six (26) days (182 hrs.)
After eighteen (18) yrs. of service	Twenty-seven (27) days (189 hrs.)
After twenty (20) yrs. of service	Twenty-eight (28) days (196 hrs.)
After twenty-two (22) yrs. of service	Twenty-nine (29) days (203 hrs.)
After twenty-five (25) yrs. of service	Thirty (30) days (210 hrs.)

**23.2.3 Permanent Part-Time Employees**

An employee with less than one (1) year of service is entitled to receive vacation, pro-rated to their date of hire, to a maximum of two (2) calendar weeks. It is understood that such an employee may not be granted vacation that has not been earned.

Vacation is not to be taken by new Employees of the Employer during the six (6) month period immediately following the date of hire.

Permanent Part-Time Employees with one (1) or more years of continuous service with the Employer will be granted annual vacations. Vacation entitlement is calculated based on total hours worked since

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

the date of hire, pro-rated to the Permanent Full-Time vacation schedule as follows:

After one (1) year of service (1,820 hrs.)	Twelve (12) days; 4.8%
After two (2) yrs. of service (3,640 hrs.)	Fifteen (15) days; 6%
After five (5) yrs. of service (9,100 hrs.)	Twenty (20) days; 8%
After ten (10) yrs. of service (18,200 hrs.)	Twenty-three (23) days; 9.2%
After thirteen (13) yrs. of service (23,660 hrs.)	Twenty-five (25) days; 10%
After sixteen (16) yrs. of service (29,120 hrs.)	Twenty-six (26) days; 10.4%
After eighteen (18) yrs. of service (32,760 hrs.)	Twenty-seven (27) days; 10.8%
After twenty(20) yrs. of service (36,400 hrs.)	Twenty-eight (28) days; 11.2%
After twenty-two (22) yrs. of service (40,040 hrs.)	Twenty-nine (29) days; 11.6%
After twenty-five (25) yrs. of service (45,500 hrs.)	Thirty (30) days; 12%

Permanent Part-Time Employees shall take two (2) calendar weeks' vacation in one year. One calendar week shall be construed as a normal scheduled work week for Permanent Part-Time. A request for time off in any year that exceeds the employee's vacation entitlement is considered a Leave of Absence.

**23.3 Vacation Pay**

**23.3.1 Permanent Part-Time Employees**

Vacation pay and time off shall be calculated in accordance with Article 23.2.3.

Accrued vacation pay earned will be paid on the payroll period during which the employee takes vacation time.

On the last pay in December, the Employer will pay any remaining balance of the Employee's annual vacation pay owing calculated in accordance with Article 23.2.3.

## **23.4 Carryover of Vacation**

The vacation year is from January 1<sup>st</sup> to December 31<sup>st</sup>. Although it is intended that vacation credits accumulated during the year shall be taken by December 31<sup>st</sup> of that year, Employees may carry over up to seventy (70) hours of vacation entitlement to the following year with the approval of the C.E.O. or their designate. Vacation carried over must be used by December 31<sup>st</sup> of the subsequent year or it will be forfeited and will be arranged in accordance with Article 23.1.

## **24.0 STATUTORY HOLIDAYS**

### **24.1 Permanent Full-Time Employees**

The following shall be recognized as paid Statutory Holidays for Permanent Full-Time Employees under this Policy:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

### **24.2 Permanent Part-Time Employees**

The following shall be recognized as paid Statutory Holidays for Permanent Part-Time Employees under this Policy:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Permanent Part-Time Employees are entitled to payment for the above Statutory Holidays. The amount paid will be the average of the employee's daily earnings in the four (4) week period immediately preceding a Statutory Holiday.

### **24.3 Christmas Eve and New Year's Eve**

## **RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

When Christmas Eve falls on a normal working day, the Library will close at 1:00 p.m., unless regular hours of operation fall outside this period. When New Year's Eve falls on a normal working day, the Library will close at 1:00 p.m. Employees working these days will be compensated for their normally scheduled working hours. Permanent Full-Time Employees choosing to take these days off will have their normally scheduled working hours deducted from the appropriate hour bank.

### **24.4 Statutory Holiday on Regular Non-Working Day**

Where a Statutory Holiday falls on a Permanent Full-Time employee's regular non-working day, the employee is granted another working day of seven (7) hours off, with pay. These days off should be taken within three (3) months of the occurrence of the Statutory Holiday, at a time approved by the immediate supervisor.

### **24.5 Statutory Holiday During Vacation**

Where a Statutory Holiday falls during an employee's vacation period, the employee shall be allowed compensating time off.

### **24.6 Non-payment of Statutory Holiday**

As per the Employment Standards Act, in order to be entitled to payment for a paid holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, except where officially permitted to be absent or where a doctor's certificate satisfactory to the Employer is forwarded immediately to the Administration Office.

### **24.7 Floating Holidays**

In addition to the Statutory Holidays, Permanent Full-Time Employees who have twelve (12) or more consecutive months of service with the Employer are entitled to one (1) additional day off with pay. This additional day off is referred to as a floating holiday and may be taken at a time agreed to by the employee and their immediate supervisor and does not reasonably interfere with the efficient operation of the Library.

### **24.8 Statutory Holidays - Accumulation**

Employees are expected to use all credited Statutory Holidays within three (3) months of when they were allocated.

## 25.0 LEAVE OF ABSENCE

Request for leave of absence without pay or benefits will be granted at the discretion of the Chief Executive Officer, subject to the following conditions:

- application for leave of absence must be made in writing to the Chief Executive Officer, setting forth good and sufficient reasons for such leave.
- a leave of absence shall be approved only after due regard to the operations of the Library.
- a leave of absence must be taken for the purpose for which it was granted. If another use of the leave occurs, such as taking other employment, the employee may be subject to discharge.
- during a leave of absence, the employee shall not be able to accrue sick leave or paid vacation, nor earn pay for statutory holidays.
- Employees granted a leave of absence shall be responsible for funding the benefits that they choose to retain during the period of the leave.

### 25.1 Bereavement Leave

Employees who are bereaved will be allowed the following time off with compensation at their regular rate of pay:

Loss of spouse*, child, step-child, child-in-law, parent, step-parent, parent-in-law, foster parent, sibling or sibling-in-law	up to five (5) days.
Loss of grandparents, step-grandparents, grandchildren or step-grandchildren	up to three (3) days.
Loss of siblings of parents, children of siblings or cousins	up to two (2) days.

\*For this document, the definition of spouse is taken from the Family Law Reform Act.

## **25.2 Mourner's Leave**

Permission of the Chief Executive Officer or designate is required to authorize an absence to attend a funeral as a mourner if the absence does not reasonably interfere with the efficient operation of the library. If approved, these hours shall be made up at the direction of the Department Manager at a time mutually agreeable to both parties.

## **25.3 Attendance at Court**

An employee required to serve as a juror or subpoenaed by the Crown as a witness or subpoenaed as a witness in any civil matter to be heard in a Court of Law (but for clarity not including an arbitration, labour board or other administrative tribunal) arising directly out of the employee's duties and responsibilities as an employee and who, therefore, is unable to perform their regular shift shall be entitled to receive for each day of absence the difference between their regular straight time rate for all hours lost and the amount of jury fee received provided the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.

## **25.4 Pregnancy and Parental Leave**

### **25.4.1 Pregnancy Leave**

In accordance with the Employment Standards Act, a pregnant employee is entitled to a pregnancy leave of absence without pay unless their due date falls fewer than 13 weeks after they commenced employment. The employee shall give written notice at least two (2) weeks before the day the leave is to begin to the Manager of their department. The Employer may request a certificate from a legally qualified medical practitioner stating the due date.

Pregnancy leave ends if the employee is entitled to parental leave, seventeen (17) weeks after the pregnancy leave began; or if the employee is not entitled to parental leave, on either 17 weeks after the pregnancy leave begins or six (6) weeks after the birth, still-birth or miscarriage, whichever is later.

An employee who takes pregnancy leave shall not terminate their employment before the leave expires or when it expires without giving the Employer at least four (4) weeks written notice of the termination.

### **25.4.2 Parental Leave**

## RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT

An employee who has been employed by the Employer for at least 13 weeks and who is the parent of a child is entitled to a parental leave of absence without pay no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time. An employee that has taken pregnancy leave, must begin their parental leave when their pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time. The employee shall give written notice at least two (2) weeks before the day the leave is to begin.

Employee requests for Parental leave shall be up to sixty-one (61) weeks after it began if the employee also takes pregnancy leave and up to sixty-three (63) weeks after it began otherwise.

An employee who takes parental leave shall not terminate their employment before the leave expires or when it expires without giving the Employer at least four (4) weeks written notice.

### **25.5 Leave of Absence for Union Business**

#### 25.5.1 Leave of Absence for Union Business

The Employer agrees to grant a leave of absence without pay and without loss of seniority for Union business to not more than one (1) employee from the same department (Information Services, Programming Services, Content Development) or Library Branch (Oak Ridges, Richvale, Richmond Green or the new branch) selected by the Union, subject to the overriding requirement of library services.

The cumulative total of these leaves of absence granted under this section shall not exceed thirty-five (35) working days in any calendar year.

## RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT

### 25.5.2 Leave of Absence for Union Business - Reimbursement

The Employer will continue the employee's pay and benefits for the period of such leave and will bill the Local Union for such pay within thirty (30) days. The Local Union will pay such billing within thirty (30) days of receipt of same.

### 25.6 **Dependent Care Leave**

An employee may use sick leave credits to care for sick members of the immediate family, or other relative(s) for whose health the employee is directly or solely responsible and/or to attend medical appointments of a dependent, to a maximum of twenty-one (21) hours paid per calendar year. Upon the approval of the Chief Executive Officer or designate, these hours will be deducted from the employee's sick bank. Unused days may not be carried forward into the next year.

### 25.7 **Compassionate Care Leave**

The Employer shall be governed by the provisions of the *Employment Standards Act* of Ontario and the *Employment Insurance Act* in the granting of Compassionate Care Leave.

### 25.8 **Leave of Absence**

Leave of absence for reasons other than an *Employment Standards Act* protected leave must be approved by the Chief Executive Officer or designate and should take into account the overriding requirements of Library service.

Time off may be taken from Statutory Holiday, Lieu Time or Vacation Hour Bank as requested by the employee.

### 25.9 **Religious Holidays**

The employee will request in advance a leave of absence for recognized religious observances, in which case the manager must be notified in writing at least two (2) weeks prior to the time requested. At the employee's option, the leave of absence may be unpaid or vacation credits may be used.

## **26.0 PROFESSIONAL DEVELOPMENT**

### **26.1 Continuing Education**

Before enrolling in a course, the employee should apply in writing for permission to take a course. At the sole discretion of the Chief Executive Officer, up to fifty (50) percent of the cost of tuition fees may be reimbursed upon receiving a passing grade at the completion of a course provided that the following criteria are met:

- the cost of the course was included in the budget for the year in which the course was to be taken;
- the employee must have successfully completed the Probationary Period;
- the employee must have had a satisfactory performance rating on the latest performance evaluation;
- the course must have direct benefits with respect to the incumbents' current duties, or must be a prerequisite to admission to such a course; and;
- evidence of a passing grade must be submitted.

Travel costs and other expenses are the responsibility of the employee. Employees will attend courses on their own time. Supervisors will adjust work schedules where possible to allow the employee to attend the course.

### **26.2 Conferences Seminars, and Workshops**

Employees are encouraged to become personal members of library and related professional associations.

At the Employer's discretion and subject to budgetary constraints, Employees will be given the opportunity to participate in conferences, seminars and workshops.

If the Employer requires, as a condition of continued employment, either participating in any such conferences, seminars or workshops, or membership in any library or related professional association, the employee will be reimbursed for expenses and lost regular pay.

## **27.0 BENEFITS**

### **27.1 Permanent Full-Time**

## RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT

All Permanent Full-Time Employees may participate in the Library's Flexible Benefits Program. If an employee elects not to select individual benefit levels within the Flexible Benefits plan, their benefit coverage shall be the Core level.

Entitlement to and eligibility for benefit payments are subject to the provisions of the actual plans, which are outside of the collective agreement.

The following represents a general description of the Core level benefits provided under the Flexible Benefits Plan. Enhanced Coverage is available at the employee's option and the total cost of such coverage shall be borne by the employee.

The Employer will pay 100% of the premiums necessary to provide Employees with Core level coverage under the plan. The Employer agrees to maintain the current level of coverage as a minimum standard, save and except reasonable and customary changes.

### **27.2 Extended Health Care Plan**

#### Permanent Full-Time Employees

After three (3) consecutive months of employment, Permanent Full-Time Employees and their dependents are eligible for coverage under an Extended Health Care plan, which includes semi-private hospital care and a pay direct prescription drug plan.

### **27.3 HEALTH CARE SPENDING ACCOUNT**

#### Permanent Full-Time Employees

Health Care Spending Account for Permanent Full-Time Employees will be \$750 per calendar year.

### **27.4 Vision Care Plan**

#### Permanent Full-Time Employees

After three (3) consecutive months of employment, Permanent Full-Time Employees and their dependents are eligible for coverage under a Vision Care plan.

**27.5 Dental Care Plan**

Permanent Full-Time Employees

After three (3) consecutive months of employment, Permanent Full-Time Employees and their dependents are eligible for coverage under a Dental Care Plan.

**27.6 Life and Accidental Death & Dismemberment Insurance**

Permanent Full-Time Employees

After three (3) consecutive months of employment, Permanent Full-Time Employees are eligible for coverage under a Life Insurance and Accidental Death & Dismemberment Policy that provides coverage at two (2) times the annual salary to the next higher \$1000. Employees are covered under this plan to age sixty-five (65) or date of retirement, whichever first occurs. After the employee retires, Article 27.8 shall govern their entitlement.

**27.7 Long Term Disability Plan**

Permanent Full-Time Employees

After three (3) consecutive months of employment, all Permanent Full-Time Employees shall become and remain members of the Long-Term Disability Plan. An employee who becomes totally disabled will be eligible for a Long-Term Disability benefit of 75% of regular monthly earnings to a maximum benefit of \$10,000.00 per month, upon completion of a waiting period of 119 calendar days.

The Employer will continue to pay the appropriate premiums for Life, Accidental Death & Dismemberment, Long-Term Disability, Medical and Dental benefits for a period of up to twenty-four (24) months from the date the employee first becomes eligible for Long-Term Disability. All applicable benefit coverage will terminate twenty-four (24) months after the employee becomes eligible for Long-Term Disability or at age sixty-five (65), whichever is the earlier, except where a Waiver of Premium applies.

## **27.8 OMERS**

### **27.8.1 Permanent Full-Time Employees**

Membership in the OMERS Plan is compulsory for all Permanent Full-Time Employees, and contributions begin as of the date of hiring. Details of the plan and the rate of contribution are outlined in a separate publication distributed to all Employees. The Employer contributes an equal amount on the employee's behalf.

### **27.8.2 Permanent Part-Time Employees**

Membership in the OMERS plan is offered to Permanent Part-Time Employees who meet the eligibility criteria stipulated in the plan, and contributions begin as of the date the employee becomes a member of the plan. Details of the plan and the rate of contribution are outlined in a separate publication, which is distributed to all eligible Employees who elect to join the plan. The Employer contributes an equal amount on behalf of the employee.

## **27.9 Early Retiree Group Life Insurance**

### **Permanent Full-Time Employees**

Employees with ten (10) continuous years of service with the Employer who retire and receive their OMERS pension are eligible for Early Retiree Term Life Insurance in the amount of \$10,000. This insurance will be in effect until the retiree reaches seventy-five (75) years of age. 100% of the premiums are paid by the Employer.

## **27.10 Early Retiree Extended Health and Dental Plan**

### **Permanent Full-Time Employees**

Employees with ten (10) continuous years of service with the Employer who retire, receive their OMERS pension and are not eligible for benefits from another Employer are eligible to receive early retiree Extended Health and Dental benefits, which will be in effect until the retiree reaches sixty-five (65) years of age. In the event of the death of a retiree in receipt of health and dental benefits, the surviving spouse\* will be eligible to continue to receive the retiree's benefits until the earlier of the date the retiree would have reached age sixty-five (65) or the date the surviving spouse\* reaches the age of sixty-five (65). One hundred percent (100%) of the premiums are paid by the Employer.

## RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT

\*For this document, the definition of spouse is taken from the *Family Law Reform Act*.

### **27.11 Benefits For Full-Time Employees Who Work Past The Age of 65**

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

- a) Life Insurance and AD&D as per 27.6, unless such coverage is unavailable from the current insurance carrier.
- b) Extended Health Care as per 27.2 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 27.5

### **27.12 Benefits for Permanent Full-Time Employees Working Past Age 70**

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

Notwithstanding Article 27, the benefits for Permanent Full-Time working past age 70 are solely the following and no other benefits:

- a) A Health Care Spending Account of \$2,250 per calendar year
- b) \$10,000 Life Insurance coverage (termination at either retirement or age 75, whichever comes first)

### **27.13 Employee Assistance Program**

The Employer has a strong interest in encouraging early treatment and to help resolve employee problems related to substance abuse, emotional, medical, family or financial difficulties and will endeavour to assist in the promotion of a full and healthy lifestyle through the Employee Assistance Program for all Employees.

### **27.14 Workplace Safety and Insurance Board**

All Employees are covered by the Workplace Safety & Insurance Act if the injury occurs at the Workplace in the due course of their employment. The premiums are paid by the Library Employer.

### 27.15 Permanent Part-Time Employees

Certain 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 to eligibility to participate.
- 2) In order to be eligible, the employee must be regularly scheduled to work an average of twenty (20) or more hours per week, over the two-week schedule cycle.
- 3) When an employee is absent from work for a period exceeding twenty (20) continuous working days, the benefits provided will be suspended. If the employee wishes to maintain benefit coverage, they shall pay the Employer the full cost of the premiums to maintain any benefit coverage during such absence.
- 4) Cost of the premiums shall be shared by the employee and Employer on a 40/60 basis with the Employee's share of 40% paid by payroll deductions.
- 5) In the event that an employee is laid off, all benefits will be suspended after three (3) months from the commencement of the layoff.
- 6) The benefits for which coverage is extended to part time Employees on a single person basis are:
  - Life Insurance - \$50,000
  - Healthcare – including Drugs, Hospitalization, Paramedical Practitioners, Vision Care and Travel Insurance.
  - Dental Care Plan
- 7) The above outlines the main features of benefit coverage for part-time Employees. Entitlement to and eligibility for benefit payments are subject to the provisions of the actual plans, which are outside the Collective Agreement.
- 8) Life Insurance coverage for all qualifying Employees is mandatory. Health Care coverage is mandatory for all qualifying Employees unless the employee establishes that they have spousal or partner coverage elsewhere and signs the waiver applicable to this coverage.

## **RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

Those permanent part-time Employees who are not eligible for the above benefit coverage and those who are eligible but who have opted out as described above will continue to receive 3.5% of their hourly wage in lieu of benefits.

### **28.0 BULLETIN BOARDS**

The Employer will provide a bulletin board in each library branch in an area designated by the Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union.

### **29.0 MILEAGE**

Whenever an employee is required and authorized or is requested and agrees to use their automobile on the business of the Employer, the Employer shall pay to such employee, mileage allowance consistent with the Town of Richmond Hill's current rate.

### **30.0 TERM OF AGREEMENT**

The agreement shall continue in effect from April 1, 2024, 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.

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

**APPENDIX A – RATES OF PAY**

**RICHMOND HILL PUBLIC LIBRARY  
SALARY SCHEDULE  
PERMANENT EMPLOYEES  
EFFECTIVE: April 1, 2024 – Increase 3%**

*Rates to be applied retroactively. All retroactive payments shall be made on a separate payroll deposit.*

	<b>1 START</b>	<b>2 6 MONTH</b>	<b>3 1 YEAR</b>	<b>4 2 YEAR</b>	<b>5 3 YEAR</b>
Content Services Assistant	26.47	27.26	28.48	29.77	31.09
Customer Experience Associate	26.71	28.07	29.49	30.97	31.82
Vacant	28.60	30.06	31.54	33.11	34.01
Vacant	30.58	32.13	33.79	35.46	36.43
Library Technician	32.77	34.40	36.10	37.95	38.95
Creative Technologies Specialist	35.80	37.57	39.45	41.44	42.60
Vacant	38.52	40.44	42.46	44.60	45.85
Librarian	41.29	43.37	45.57	47.84	49.18
Page – April 1, 2024	19.11				
Page – October 1, 2024	19.78				

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

**RICHMOND HILL PUBLIC LIBRARY  
SALARY SCHEDULE  
PERMANENT EMPLOYEES  
EFFECTIVE: April 1, 2025 – Increase 3.25%**

	<b>1 START</b>	<b>2 6 MONTH</b>	<b>3 1 YEAR</b>	<b>4 2 YEAR</b>	<b>5 3 YEAR</b>
Content Services Assistant	27.33	28.15	29.41	30.74	32.10
Customer Experience Associate	27.58	28.98	30.45	31.98	32.85
Vacant	29.53	31.04	32.57	34.19	35.12
Vacant	31.57	33.17	34.89	36.61	37.61
Library Technician	33.84	35.52	37.27	39.18	40.22
Creative Technologies Specialist	36.96	38.79	40.73	42.79	43.98
Vacant	39.77	41.75	43.84	46.05	47.34
Librarian	42.63	44.78	47.05	49.39	50.78
Page	20.42				

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

**RICHMOND HILL PUBLIC LIBRARY  
SALARY SCHEDULE  
PERMANENT EMPLOYEES  
EFFECTIVE: April 1, 2026 – Increase 3%**

	<b>1 START</b>	<b>2 6 MONTH</b>	<b>3 1 YEAR</b>	<b>4 2 YEAR</b>	<b>5 3 YEAR</b>
Content Services Assistant	28.15	28.99	30.29	31.66	33.06
Customer Experience Associate	28.41	29.85	31.36	32.94	33.84
Vacant	30.42	31.97	33.55	35.22	36.17
Vacant	32.52	34.17	35.94	37.71	38.74
Library Technician	34.86	36.59	38.39	40.36	41.43
Creative Technologies Specialist	38.07	39.95	41.95	44.07	45.30
Vacant	40.96	43.00	45.16	47.43	48.76
Librarian	43.91	46.12	48.46	50.87	52.30
Page	21.03				

Dated this 10<sup>th</sup> day of April, 2025

FOR THE EMPLOYER:

FOR THE UNION:

Bruce Gorman  
Bruce Gorman (Apr 24, 2025 14:19 EDT)  
Bruce Gorman, CEO

Mona Shahnazari  
Mona Shahnazari, Board Chair

Hilary Smith  
Hilary Smith (Apr 10, 2025 16:46 EDT)  
Hilary Smith, Unit Chair

Tera Cashen  
Tera Cashen (Apr 10, 2025 16:02 EDT)  
Tera Cashen, Vice Chair

Sabrina Pflugbeil  
Sabrina Pflugbeil (Apr 16, 2025 18:08 EDT)  
Sabrina Pflugbeil, Bargaining Committee

Katie Karanicolopoulos  
Katie Karanicolopoulos (Apr 10, 2025 17:12 EDT)  
Katie Karanicolopoulos, Bargaining Committee

Lindsay Mills  
Lindsay Mills, CUPE National Representative

## LETTER OF UNDERSTANDING #1

Between:

Richmond Hill Public Library

and

Canadian Union of Public Employees  
and its Local 905.24 (RHPL Unit)

### **RE: HOURS OF WORK - Permanent Part-Time Employees**

**Whereas** the Employer provided notice to the Union during bargaining, indicating their intention to cease the previous practice of extending the language of Article 14.1.1 to Permanent Part-Time Employees;

**And whereas** the Employer has indicated to the Union they will require changes to schedules for the above-mentioned Employees in the upcoming months in order to continue efficient operation of the library;

**And whereas** the Employer requires flexibility in scheduling practices, in order to develop new schedules to meet the operational needs of the Library and therefore is not in agreement to language changes for Article 14.1.2, as proposed by the Union, at this time;

Therefore, the parties agree to the following on a without prejudice or precedent basis:

1. Permanent Part-Time Employees shall be scheduled by the Employer based on operational needs, as per Article 14.1.2, respectively;
2. Schedules shall be prepared and posted as per the terms of the collective agreement;
3. Further, in acknowledgement of the Employer's desire for flexible scheduling language to meet current operational needs, and the Union's desire to limit excessive scheduling of evening and weekend shifts; and in recognition of both parties' desire to ensure a healthy work/life balance for Employees, the following additional provisions will apply to the scheduling of Permanent Part-Time Employees, for the duration of the current collective agreement;

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

- i. Permanent Part-Time Employees shall not be scheduled more than three (3) evenings per week.
- ii. Permanent Part-Time Employees shall not be scheduled more than two (2) Saturdays and two (2) Sundays in a month. Permanent Part-Time Employees shall be scheduled at least two (2) weekends off in each month (“weekend” shall be defined as Saturday and Sunday).
- iii. Notwithstanding the annual limitation of shift exchanges imposed in Article 14.2, Permanent Part-Time Employees may exchange shifts which fall on Saturday or Sunday, provided both Employees mutually agree, the request for which shall not be unreasonably denied by the Employer. These shift exchanges shall not be included in the annual limitation for 14.2.
- iv. Permanent Part-Time Employees may provide expression of interest, in writing, to the Employer indicating their willingness to work more than three (3) evenings per week and/ or more weekend shifts than permitted in ii above, in which case provision ii above shall be waived, until such time that the employee rescinds such expression of interest, in writing.

Additionally, the parties agree to meet, at a mutually agreeable time, within 120 days prior to the expiration of this collective agreement, in order to provide feedback on scheduling practices and current operational needs, in an effort to develop new scheduling language to be incorporated into the collective agreement during the next round of bargaining.

Dated this 10<sup>th</sup> day of April, 2025

FOR THE EMPLOYER:

Bruce Gorman  
Bruce Gorman (Apr 24, 2025 14:19 EDT)  
Bruce Gorman, CEO

Mona Shahnazari  
Mona Shahnazari, Board Chair

FOR THE UNION:

Hilary Smith  
Hilary Smith (Apr 10, 2025 16:46 EDT)  
Hilary Smith, Unit Chair

Tera Cashen  
Tera Cashen (Apr 10, 2025 16:02 EDT)  
Tera Cashen, Vice Chair

Sabrina Pflugbeil  
Sabrina Pflugbeil (Apr 16, 2025 18:08 EDT)  
Sabrina Pflugbeil, Bargaining Committee

Katie Karanicolopoulos  
Katie Karanicolopoulos (Apr 10, 2025 17:12 EDT)  
Katie Karanicolopoulos, Bargaining Committee

Lindsay Mills  
Lindsay Mills, CUPE National Representative

RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING #2

Between:

Richmond Hill Public Library

and

Canadian Union of Public Employees  
and its Local 905.24 (RHPL Unit)

RE: JJE PLAN

The parties, agree on the importance of ensuring there is a mutually agreeable, transparent, and co-operative process in assessing and maintaining a joint job evaluation plan (JJE Plan) which incorporates any and all Pay Equity obligations.

The Parties agree to discuss and implement joint terms of reference in order to achieve this goal. The process will commence within 60 days of ratification of this agreement and the outcome of this review including a detailed implementation plan will be in place six months after date of ratification.

Dated this 10<sup>th</sup> day of April, 2025

FOR THE EMPLOYER:

FOR THE UNION:

*Bruce Gorman*

Bruce Gorman (Apr 24, 2025 14:19 EDT)

Bruce Gorman, CEO

*Mona Shahnazari*

Mona Shahnazari, Board Chair

*Hilary*

Hilary Smith (Apr 10, 2025 16:46 EDT)

Hilary Smith, Unit Chair

*Tera*

Tera Cashen (Apr 10, 2025 16:02 EDT)

Tera Cashen, Vice Chair

*Sabrina Pflugbeil*

Sabrina Pflugbeil (Apr 16, 2025 18:08 EDT)

Sabrina Pflugbeil, Bargaining Committee

*Katie*

Katie Karanicolopoulos (Apr 10, 2025 17:12 EDT)

Katie Karanicolopoulos, Bargaining Committee

*Lindsay Mills*

Lindsay Mills, CUPE National Representative

## LETTER OF UNDERSTANDING #3

Between:

Richmond Hill Public Library

and

Canadian Union of Public Employees  
and its Local 905.24 (RHPL Unit)

### **RE: STAFFLESS LIBRARIES**

The parties agree that the Employer will not implement any service models that provide for staffless libraries for the duration of the LOU.

For the purposes of this LOU, a staffless library is defined as a library that is accessible to the public during specified hours without the presence of any bargaining unit members working in the library during those hours.

The parties agree that the space being used for study hall hours or external room bookings will not be considered a staffless library provided that no library services are available to the public during the periods the space is used for those purposes.

Should the Library establish a self-service library material vending machine (herein referred to as "the vending machine"), the parties agree that:

- 1) The work required to curate, stock, and maintain the vending machine will be performed solely by bargaining unit members.
- 2) If an employee is required to use their personal vehicle to stock and maintain the vending machine, they will be paid a mileage allowance in accordance with the Canada Revenue Agency (CRA) Guidelines. In the event the CRA increases the per-kilometre mileage allowance, the Board will raise the rate effective the first pay period in the month following such an increase. Employees will not be held responsible or liable in the event of theft of product or damage to product due to a vehicular accident while working.
- 3) For the purposes of occupational health and safety, the vending machine will be considered the workplace. All workplace health and safety laws, regulations, standards, codes, and additional terms agreed to in this contract, including the Joint Health and Safety Terms of Reference will apply to the location where the vending machine is stationed.

**RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT**

- 4) If an employee is required to work alone to stock and maintain the vending machine, the Library will equip the employee with appropriate monitoring and response technology to manage employee health and safety and mitigate risks. The response technology will only be used for the purposes of Health and Safety and will not be used for employee tracking or disciplinary purposes.
  
- 5) The Library will give the Union at least ninety (90) days written notice if it is considering or planning to establish a vending machine. The Library will schedule a meeting with the Union within ten (10) working days of delivery of written notification to the Union. During the meeting, the Library will disclose to the Union the reasons that have led to the decision to consider or establish a vending machine, the proposed location(s) where a vending machine will be stationed, and the date on which the Library plans to make the vending machine accessible to the public. Additionally, the Parties will meet within three (3) months after the vending machine is established to discuss any issues or concerns that have arisen.
  
- 6) No bargaining unit member shall be terminated, placed on layoff, have their hours reduced, suffer a reduction in pay, have their recall withheld, or have their classification reduced due to the establishment of a vending machine.

Dated this 10<sup>th</sup> day of April, 2025

FOR THE EMPLOYER:

Bruce Gorman

Bruce Gorman (Apr 24, 2025 14:19 EDT)

Bruce Gorman, CEO

Mona Shahnazari

Mona Shahnazari, Board Chair

FOR THE UNION:

Hilary

Hilary Smith (Apr 10, 2025 16:46 EDT)

Hilary Smith, Unit Chair

Tera

Tera Cashen (Apr 10, 2025 16:02 EDT)

Tera Cashen, Vice Chair

Sabrina Pflugbeil

Sabrina Pflugbeil (Apr 16, 2025 18:08 EDT)

Sabrina Pflugbeil, Bargaining Committee

Katie

Katie Karanicolopoulos (Apr 10, 2025 17:12 EDT)

Katie Karanicolopoulos, Bargaining Committee

Lindsay

Lindsay Mills, CUPE National Representative

RICHMOND HILL PUBLIC LIBRARY COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING #4

Between:

Richmond Hill Public Library

and

Canadian Union of Public Employees  
and its Local 905.24 (RHPL Unit)

**RE: EXTRA HOURS**

**Whereas** the posting of available extra permanent part-time hours has been inconsistently applied across all branches of the Richmond Hill Public Library.

**The parties agree** to the following on a without prejudice or precedent basis:

- 1) All extra hours postings will be sent to both Customer Experience Associates and Library Technicians concurrently.
- 2) Should Library Technicians (LTs) apply for the posted extra hours, and they are awarded the shift, it is expected that the Library Technicians will perform Library Technician duties during the allocated hours.

Dated this 10<sup>th</sup> day of April, 2025

FOR THE EMPLOYER:

FOR THE UNION:

*Bruce Gorman*

Bruce Gorman (Apr 24, 2025 14:19 EDT)

Bruce Gorman, CEO

*Mona Shahnazari*

Mona Shahnazari, Board Chair

*Hilary*

Hilary Smith (Apr 10, 2025 16:46 EDT)

Hilary Smith, Unit Chair

*Tera*

Tera Cashen (Apr 10, 2025 16:02 EDT)

Tera Cashen, Vice Chair

*Sabrina Pflugboil*

Sabrina Pflugboil (Apr 16, 2025 18:08 EDT)

Sabrina Pflugboil, Bargaining Committee

*Katie*

Katie Karanicolopoulos (Apr 10, 2025 17:12 EDT)

Katie Karanicolopoulos, Bargaining Committee

*Lindsay Mills*

Lindsay Mills, CUPE National Representative

**LETTER OF UNDERSTANDING #5**

Between:

Richmond Hill Public Library  
and  
Canadian Union of Public Employees  
and its Local 905.24 (RHPL Unit)

**RE: HEALTH AND DENTAL CARE COVERAGE FOR PART-TIME EMPLOYEES**

**The parties agree** to the following on a without prejudice or precedent basis:

Part-Time employees will be able to opt out of the Health and Dental Care coverage without providing proof of alternate coverage, i.e. spousal or partner coverage. As per the Collective Agreement, those who opt out, with or without alternate coverage, will continue to receive 3% of their hourly wage in lieu of benefits.

A yearly Open Enrollment period, where Part-time employees can opt in or out of the Health and Dental Care coverage benefits for the year will be provided. Employees wishing to opt in or out of the Health and Dental Care coverage will provide HR with a completed Sun Life Benefit Enrollment form with their changes by December 1 for the upcoming year and the change will take effect on January 1.

Dated this 10<sup>th</sup> day of April, 2025

FOR THE EMPLOYER:

FOR THE UNION:

Bruce Gorman

Bruce Gorman (Apr 24, 2025 14:19 EDT)

Bruce Gorman, CEO

Mona Shahnazari

Mona Shahnazari, Board Chair

Hilary Smith

Hilary Smith (Apr 10, 2025 16:46 EDT)

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Tera Cashen (Apr 10, 2025 16:02 EDT)

Tera Cashen, Vice Chair

Sabrina Pflugbeil

Sabrina Pflugbeil (Apr 16, 2025 18:08 EDT)

Sabrina Pflugbeil, Bargaining Committee

Katie Karanicolopoulos

Katie Karanicolopoulos (Apr 10, 2025 17:12 EDT)

Katie Karanicolopoulos, Bargaining Committee

Lindsay Mills

Lindsay Mills, CUPE National Representative