

COLLECTIVE AGREEMENT

Between the

AURORA PUBLIC LIBRARY BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 905.27 APL Pages and Temporary Workers Unit

April 1, 2020 – March 31, 2024



Article 1 – Purpose

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

Article 2 – Recognition

- 2.01 The Employer recognizes the Union and its Local as the sole and exclusive bargaining agent for all Library Pages and Temporary Workers employed by the Aurora Public Library Board in the Town of Aurora.

For greater clarity, the Temporary employees referred to above are those who are replacing or augmenting Pages or employees in classifications contained in the Full Time/Part Time collective agreement between the Library Board and CUPE Local 905.02.

- 2.02 Notwithstanding anything to the contrary in this Agreement, those employees excluded from the bargaining unit may perform work normally performed by members of the bargaining unit without being considered to be included in the bargaining unit and without giving rise to any grievance pursuant to the terms of this Agreement, on the understanding that this will not result in the reduction of established hours of persons in the bargaining unit.
- 2.03 a) "Library Page Employees" shall mean those employees working in this classification.
- b) "Permanent or seniority employees" shall mean those employees who have successfully completed the required probationary period.
- c) "Temporary employees" shall mean those employees who are hired to temporarily replace Page employees or employees in another Aurora Public Library bargaining unit as described in the attached Schedule B.

Article 3 - No Discrimination

- 3.01 The Employer and the Union agree that there will be no discrimination against any employee because of any prohibited grounds set out in the Ontario Human Rights Code.
- 3.02 The Employer agrees that it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 3.03 The Union agrees that, save as expressly provided in this Agreement, there shall be no Union activity on the Employer's premises without the prior permission of the Employer.

Article 4 - Management's Rights

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

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

- 4.02 Probationary employees may be terminated at the Employer's sole discretion, without recourse to the grievance and arbitration procedures.
- 4.03 The Employer agrees not to exercise these rights in a manner inconsistent with the terms of this Agreement.

Article 5 - Union Representation

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

- 5.07 The Union shall have the right to have a C.U.P.E. Representative present to assist them in any meetings with the Employer, concerning the application, implementation, interpretation or negotiation of the Agreement.

Article 6 - The Collective Agreement

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

Article 7 - Union Security

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

Article 8 - Grievance Procedures

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

8.02 Employee Grievances

Where a difference arises between the Employer and an employee:

- Step 1 The employee involved shall, within and not after five (5) working days of the date upon which the incident giving rise to the grievance first occurred, discuss the issue or complaint with their manager.
- Step 2 If the matter is not resolved following the conversation, the employee may present the grievance to their manager in writing (delivered via electronic mail or in person).
- Step 3 If the grievance is not settled within three (3) working days of the date the matter was taken up with the manager, the Union may within and not after five (5) working days of that date, take the matter up with the Chief Executive Officer or their nominee.

All grievances submitted at Step 3 shall be:

- in writing (delivered via electronic mail or in person)
- signed by the employee and the Union Steward
- indicate the nature of the grievance (including the article alleged to be violated)
- outline the remedy sought
- include the facts that the grievance is based on.

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

- Step 4 If the grievance is not settled after Step 3, the Union may, within and not after ten (10) working days of the date the grievance was taken up with the Chief Executive Officer or their nominee, refer the grievance to arbitration under Article 9.

8.03 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 (delivered via electronic mail or fax) 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 and Article 8.02, Step No. 3 shall apply as though the Union policy grievance was a grievance of an employee. It is agreed that the provisions of this Article shall not be used to bypass the provisions in Article 8.02 relating to the filing of individual employee grievances.

8.04 Employer Policy Grievances

The Employer may similarly file a policy grievance against the Union. Any such grievance may be filed with the Unit Chairperson or a Steward of the Union within and not after ten

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

- 8.05 Any of the time limits provided for in this Article and Article 9 may be extended by mutual agreement in writing between the Employer and the Union. If a grievance is not presented within the applicable time limit, or is not processed through the steps of the Grievance Procedure within the time limits provided, it shall be deemed to be withdrawn and be barred.
- 8.06 For the purpose of Articles 8 and 9, the words "working days" shall exclude Saturday, Sunday and designated holidays.

Article 9 - Arbitration

- 9.01 Where a difference arises between the Employer and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 9.02 The Employer and the Union shall endeavor to select an impartial Arbitrator to hear evidence and argument and decide the grievance. If they fail to agree upon such Arbitrator within seven (7) days of the receipt of such notice in writing by the party to whom it is addressed, either party may then request the Minister of Labour to appoint an Arbitrator.
- 9.03 The Arbitrator shall not have authority to alter or amend, in any way, the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decisions inconsistent with or contrary to the terms and conditions of this Agreement, or in any way modify, add to or delete from any of the provisions of this Agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement deemed just and equitable.
- 9.04 Alternatively either Party has the right to proceed by way of the expedited arbitration process as outlined in the Ontario Labour Relations Act upon twenty one (21) days advance notice in writing to the other party of intent to use this process.
- 9.05 The decision of the Arbitrator shall be binding on both parties.
- 9.06 The Employer and the Union shall each pay one-half of the fees and disbursements of the Arbitrator.

Article 10 – Discipline

10.01 Right to have Steward Present

(a) Where a manager intends to interview an employee for disciplinary purposes, the manager shall so notify the employee in advance of the purpose of the interview, in order that the employee may contact their Steward to be present at the interview. An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee has been advised will be the basis of the disciplinary action.

10.01 (b) When the Employer intends to discipline or discharge the Unit Chair, it will give written notice to the CUPE Staff Representative of such.

The meeting will not be held until the second working day following the date upon which the written notice is given and the Staff Representative shall, if he or she can attend such meeting, be permitted to do so.

When the Employer intends to discipline or discharge a Steward, another Steward or the Unit Chair will be invited to attend such meeting.

10.02 A seniority employee may only be dismissed for just cause upon the authority of the Chief Executive Officer. A supervisor may discipline or suspend such an employee but shall immediately report such action to the Chief Executive Officer. Subject to Article 10.01(b), when a seniority employee is disciplined, discharged, or suspended, they shall be given the reason in the presence of their Steward or the Steward's designate. The employee and the Union shall be advised in writing by the Chief Executive Officer or their designate of the reason for such discharge or suspension.

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

10.04 Adverse Report

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

10.05 No Offence Used Against Employee After Two Years

No offence shall be used against an employee after two (2) years of its commission, provided that no similar or related offence was committed within this period.

Article 11 – Personnel File

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

Article 12 – Wages

- 12.01 Salary schedules for the term of the Contract are attached and hereby made a part of this Agreement.
- 12.02 Page employees shall be paid an hourly rate in accordance with the job classification assigned to the position held.
- 12.03 Annual increments are granted to recognize satisfactory service and increased experience of value to the Library, within the limits of the salary established for each position. Annual increments are not automatic, but granted on the recommendation of the Employer. In the event of an employee's anticipated increment not being forthcoming due to the failure of the Employer to make the necessary recommendation, such may become the subject of a grievance and processed according to Article 8 of this Agreement.
- 12.04 Rate of Pay on Promotion or Reclassification
An employee promoted or reclassified to a higher paying position in the CUPE 905.02 Aurora Public Library Unit shall be placed at the start rate in the collective agreement which applies to the new bargaining unit job.
- 12.05 Pay on Temporary Transfer
An employee who is transferred to fill a temporary assignment in the Local 905.02 bargaining unit will be compensated according to the wage grid under the collective agreement for that job.

Article 13 - Hours of Work

- 13.01 (a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- (b) The normal work day shall consist of no more than seven (7) consecutive hours exclusive of meal periods.

No employee shall be required to work more than four (4) weekend shifts in four (4) weeks without their approval. A weekend shift is defined as a Saturday or Sunday shift. Subject to bonafide business requirements, the Library agrees to make best efforts to maintain the current scheduling practice with respect to weekend work.

(c) The normal weekly work period for page employees shall extend from Saturday to Friday.

Employees are expected to work no more than two (2) evenings per week. Employees shall not normally be scheduled for a split shift.

(d) All work performed by an employee on a regular schedule in excess of seventy (70) hours in a two (2) week period shall be paid at a rate of time and one-half.

- 13.02 Changes to a Page's work schedule may be arranged upon request in writing. Such employee requests will be made to the employee's manager, will receive a written response, and will be determined based upon the operational needs of the Library.
- 13.03 Additional work time shall only be recognized when the employee is required to work more than fifteen (15) minutes beyond their scheduled shift.
- 13.04 There shall be no pyramiding or duplicating of overtime rates.
- 13.05 It is agreed that all employees shall co-operate in any reasonable request by the Employer to perform additional work time and provided further that additional work time shall be compulsory when and where deemed essential by the Employer to fulfil the Employer's commitment to the public.
- 13.06 Time spent at a conference, workshop or regional meeting which an employee agrees to attend and the associated travel time shall be considered as straight time. The employee shall document the number of hours worked and submit a written report on sessions attended.
- 13.07 Without restricting the right of management to change scheduled hours of work, the Employer shall endeavour to post work schedules prior to noon hour on the Thursday prior to the week in question.
- 13.08 The Employer agrees that no permanent change in schedule shall be made without giving ten (10) working days' notice to the affected employees.
- 13.09 An employee who has completed her shift and has left the Employer's premises and is then recalled to work unscheduled extra time, or to attend staff meetings, shall be guaranteed a minimum of two (2) hours work.
- 13.10 Employees working a full shift (7 hours exclusive of meal periods) shall be given a paid 15-minute rest break during the first and second part of the work period and an unpaid one hour lunch period.

Employees working in excess of three and one-half (3 1/2) hours and less than five (5) hours shall be given one paid 15-minute rest break.

Article 14 - Seniority

14.01 Seniority shall be used in determining preference or priority for permanent reduction of the work force and recall, promotion and transfer, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

14.02 (a) Seniority for page employees, as referred to in this Agreement, shall mean length of continuous service of page employees who are in the bargaining unit, and shall include service with the Employer prior to the certification of the Union in what has become a bargaining unit.

(b) A newly hired page employee will be considered a probationary employee for the first 450 hours worked of employment and will have no seniority rights during this period. During this period, the employee may be terminated at the Employer's sole discretion without recourse to the Grievance and Arbitration Procedure. After 450 hours worked, their seniority shall date back to their date of hire.

The release of a probationary employee shall be at the sole discretion of the Employer. It is agreed that no grievances will be filed by or on behalf of any probationary employee.

(c) Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

(d) Should a member of the 905.02 bargaining unit become a member of the Local 905.27 bargaining unit, their seniority shall be brought into the Local 905.27 bargaining unit as it was calculated in the Local 905.02 bargaining unit.

14.03 The seniority list will be revised annually. A copy of the list will be posted in the relevant buildings and a copy given to the Union.

14.04 Subject to Article 14.05, seniority shall be accumulated during an authorized leave of absence and absence due to lay-off, sickness or accident.

14.05 An employee will lose their seniority and their employment shall be deemed to be terminated if they:

- (a) quit their employment;
- (b) are discharged for cause and not reinstated through the Grievance or Arbitration Procedure;
- (c) do not report for work within five (5) days after they have been notified of a recall opportunity, by telephone or notification has been sent by registered mail, unless approval has been received from the Employer to postpone their return, it being the employee's responsibility to inform the Employer in writing of any changes of address or phone number;
- (d) obtain a leave of absence for one purpose and uses it for another;
- (e) fail to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;

- (f) are absent from work without notifying a proper official of the Employer for two (2) consecutive scheduled working days;
- (g) are laid off for more than fifteen (15) consecutive months without being recalled;
- (h) are absent from work because of sickness for more than fifteen (15) consecutive months.

14.06 In the event that an employee covered by this Agreement accepts a temporary supervisory or confidential position beyond the scope of this Agreement, then the employee shall continue to accumulate seniority for a period of one (1) year and shall maintain that seniority for a further two (2) years. If such employee returns to the bargaining unit within three (3) years from the date of the promotion, they shall retain the seniority previously acquired. Such return shall not cause the demotion or lay-off of any bargaining unit employee. During the entire period that the employee remains in the temporary supervisory or confidential assignment, they will continue to pay union dues.

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

If an employee accepts a permanent non-bargaining unit position, they shall forfeit all seniority.

Article 15 - Layoff

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

- (a) Temporary page employees (in reverse order of hire) shall be laid off first and all temporary page employees shall be laid off prior to any seniority employees.
- (b) Probationary employees will be laid off next;
- (c) Employees shall be laid off on the basis that the employee having the least seniority shall be first to be laid off, providing that the remaining employees have, in the discretion of the employer, the necessary skill, ability and physical fitness to maintain the output and quality required to perform the work in question.

15.02 In the event of a recall of page employees, they will be recalled in the reverse order that they were laid off, provided in all cases the employee to be recalled has, in the discretion of the Employer, the necessary skill, ability and physical fitness to maintain the output and quality required to perform the work in question.

15.03 The Employer agrees not to exercise the provisions of this Article in a discriminatory or arbitrary fashion.

15.04 In the event that an employee is laid off, eligibility for paid holidays, vacation and sick leave accrual, and any coverage for benefits will be suspended at the commencement of the layoff.

Article 16 – Vacancies

16.01 When a permanent vacancy in a Page position occurs, the Employer shall post this vacancy for five (5) working days so that employees in the 905.02 bargaining unit and temporary employees may consider whether they wish to apply for it.

In selecting an applicant to fill the vacancy, the Employer shall consider the applicant's skills, abilities (including fitness to perform the work) and seniority. Where two or more applicants have relatively equal skills and abilities, seniority shall govern the selection of the successful applicant.

16.02 The Employer will give priority of consideration to seniority applicants in the 905.02 bargaining unit and temporary employees who apply, prior to hiring an external candidate to fill the vacancy provided that an internal applicant has the necessary skill and ability to perform the page functions.

Article 17 – Worker's Compensation

17.01 An employee prevented from performing their regular work with the Employer on account of an occupational accident, for which a claim to the Workplace Safety and Insurance Board (WSIB) is made within the context of the Workplace Safety and Insurance Act, may receive at their option either:

(a) Their regular salary, in which case the appropriate deduction will be made from their existing sick leave credits for each day the Employer receives Workplace Safety and Insurance benefits from the WSIB on their behalf; or,

(b) Receive WSIB benefits direct from the WSIB.

17.02 If an employee opts to receive their regular salary and have the appropriate deduction made from their existing sick leave credits, it is understood and agreed that any monies received by the employee from the Employer prior to the WSIB adjudicating the claim are deemed to be an advance against the approval of the claim.

It is agreed that such advance will not exceed the full extent of the employee's sick credits and accrued vacation banks as at the date of the injury/recurrence, with the understanding that any time used to pay the employee from said banks would be reinstated upon approval of the claim by the WSIB.

Upon receipt of benefits from the WSIB, the employee will assign the full amount of such benefits to the Library equal to the number of shifts of sick leave credits paid and any ongoing absence will then be compensated by the WSIB to the employee.

Article 18 Leave of Absence

18.01(a) The Employer may grant reasonable leave of absence without pay for legitimate personal reasons, with due regard for the operations of the Library. Such requests are to be made in

writing, stating the reason for the requested leave and the proposed duration. Advance notice of at least one (1) month is required, with the exception of emergency situations. When the Employer grants a leave of absence, it shall be in writing and shall set out the length of the leave of absence granted, the purpose of it and the terms, if any, on which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another, such as taking other employment, will be subject to discharge.

(b) If an employee is granted a leave of absence pursuant to (a) above for a period exceeding twenty (20) continuous working days, all benefit coverage will be suspended at the commencement of the leave.

If the employee wishes to maintain benefits coverage, they shall pay the Employer the full cost of premiums to maintain any coverage under Article 22 during such leave.

18.02 Bereavement Leave

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

- (a) Up to five (5) days for Spouse or Child
- (b) Up to three (3) days for Father, Mother, Brother or Sister
- (c) Up to one (1) day for Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchild and Step Parents
- (d) Management discretion for additional time under particular circumstances.

18.03 Jury Duty

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

18.04 Pregnancy, Parental and Family Medical Leave

Pregnancy, Parental, Family Medical Leave shall be granted in accordance with the provisions of the Employment Standards Act and any other applicable legislation in force at the time the leave is requested.

18.05 Family and Emergency Leave

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

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

Additionally, this leave may be used for:

- Observing recognized holy days
- Attending the funeral of a close friend or relative not referenced in the Bereavement Leave provisions
- Health appointments for employees or their family members, where such cannot be scheduled outside of normal working hours

18.06 Union Leave

Leave of absence without pay and without loss of seniority will be granted to up to two (2) employees selected by the Union to attend conventions, conferences or union schools. It is understood, however, that the cumulative total of leave granted under this section shall not exceed twelve (12) working days in any calendar year. Requests for such leave of absence will be made in writing at least three (3) weeks in advance of the leave and will not be unreasonably withheld.

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

18.07 Union Business Leave

Whenever an employee who is on leave of absence requested under Article 18.07, the Employer shall pay the employee's wages and benefits, invoice CUPE Local 905, and the Local shall forthwith provide full reimbursement. It is understood that granting of leave under this provision will be limited to one employee at any given time.

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

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

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

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

shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

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

(b) Leave for Federal / Provincial / Union Employment

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

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

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

Article 19 – Vacation

19.01 Length of Vacation

- A) Prior to the completion of one (1) year of unbroken service, vacation will be granted in accordance with the Employment Standards Act (ESA).
- B) An employee shall receive two (2) weeks vacation with pay after one (1) year of unbroken service with pay calculated at 4% based on their annual earnings.
- C) An employee shall receive three (3) weeks vacation with pay after four (4) years of unbroken service with pay calculated at 6% based on their annual earnings.
- D) An employee shall receive four (4) weeks vacation with pay after eight (8) years of unbroken service with pay calculated at 8% based on their annual earnings.

*NOTE: This provision shall be effective for the 2022 vacation year.

19.02 One calendar week of vacation shall be construed as a normal scheduled work week for page employees.

19.03 If an employee becomes ill or injured during a vacation, upon presentation of a satisfactory certificate from a qualified medical practitioner which verifies the nature and duration of the

illness or injury, the vacation in question shall be converted to sick leave and deducted from the employee's sick leave credits. If the employee has insufficient sick leave credits, the balance of the absence will be covered by vacation. The unused vacation shall be available for use at a later time.

19.04 Preference in Vacation

All vacation requests must be submitted in writing to the employee's Manager. Preference for vacation scheduling will be given to those employees who submit their written request at least one month in advance of the proposed vacation date. Vacation which is submitted one (1) month in advance shall be granted on the basis of seniority. Any vacation submitted with less than one (1) month notice shall be granted on a first come, first served basis.

The approval of vacation requests is subject to operational requirements and is at the sole discretion of Management.

Article 20 – Paid Holidays

20.01 The following shall be observed paid holidays for all employees, with probationary employees being compensated in accordance with current legislative requirements.

New Year's Day	Victoria Day	Thanksgiving
Family Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	

Unionized employees shall not work past 12 o'clock noon on Christmas Eve and New Year's Eve.

20.02 Pay for employees who qualify shall be subject to the terms of the Employment Standards Act.

20.03 If an employee works on any of the above holidays, they shall be paid for the holiday plus 1.5 x their regular hourly rate of pay for all hours worked.

Article 21 – Sick Leave

21.01 After completion of the probationary period, Pages will commence a sick leave bank as follows:

Pages will accrue three (3) hours sick leave credit for each sixty (60) hours worked. The sick leave credits will accrue to a maximum of thirty-five (35) hours in total. No Page shall receive any payment because of unused sick credits.

Sick leave credits shall be reduced by one (1) hour for each one (1) hour or part thereof that an employee is absent from work due to illness, injury or dental work beyond a check-up.

An employee may be required to produce a satisfactory certificate signed by a qualified practitioner (O.M.A.) or dental surgeon (D.D.S.) for absence due to illness, injury or dental work beyond a check-up.

After a fourth (4th) absence period in any one year, the employee will not be paid for the first day of the absence, unless a satisfactory certificate from a qualified medical practitioner (O.M.A.) or dental surgeon (D.D.S.) is provided for absences described above. This procedure will continue for the remainder of the year.

The Employer shall reimburse employees for the cost of any medical certificate requested by the Employer.

Article 22 – Benefits

22.01 In addition to the Canada Pension Plan, membership in the OMERS plan is offered to employees who meet the eligibility criteria stipulated in the plan. Contributions begin as of the date the employee becomes a member of the plan. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

22.02 Page employees will be allowed to participate in the following coverage under the benefit plan and under the following conditions:

1. New employees will have a six (6) month waiting period for eligibility to participate.

2. In order to be eligible, the employee must regularly work forty (40) or more hours per pay period.

3. When an employee is granted a leave of absence for a period exceeding sixteen (16) 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 leave.

4. Cost of the premiums shall be shared by the employee and Employer on a 50/50 basis with the Employee's share paid by payroll deductions.

5. In the event that an employee is laid off, all benefits will be suspended at the commencement of the layoff.

6. The benefit coverage extended to the Page employees is:

Life Insurance, \$50,000

7. The above describes the main features of benefit coverage for Page employees. It is recognized that the provisions of any policy or plan document govern the payment of any particular claim or coverage.

8. Life insurance coverage for all qualifying employees is mandatory.

Article 23 - Expenses and Mileage

23.01 Expenses shall be paid by the Employer for authorized attendance at workshop meetings and conferences.

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

Article 24 - Bulletin Board

24.01 The Employer agrees to provide a bulletin board for the purpose of posting Union notices and official information, but all such notices are subject to approval by the Chief Executive Officer or their nominee before being posted.

Article 25 - Health and Safety

25.01 The Employer and employees share an interest in employee health and safety and in creation and maintenance of a safe work environment. Pages will participate in the work of the Joint Health and Safety Committee via the worker representatives on the Committee.

Article 26 – Duration

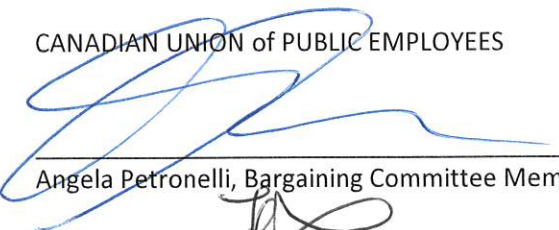
26.01 This collective agreement is effective from the date of ratification (August 24, 2021) and will remain in effect until its expiry at midnight on March 31, 2024.

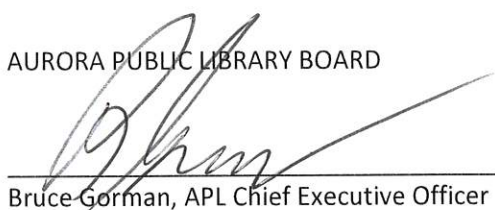
26.02 Within 90 days of expiry, either party hereto may provide the other party with written notice of its desire to bargain a renewal collective agreement, failing which the collective agreement will be renewed from year to year for periods of one year.


Dated at Aurora this 24th day of March, 2022

CANADIAN UNION of PUBLIC EMPLOYEES

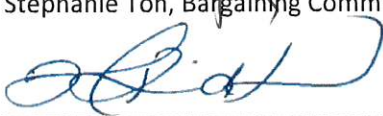
AURORA PUBLIC LIBRARY BOARD


Angela Petronelli, Bargaining Committee Member


Bruce Gorman, APL Chief Executive Officer


Stephanie Toh, Bargaining Committee Member


Tom Connor, APL Board Chair


Heather Rideout, CUPE National Representative

TERM and WAGES

Term – 4 years, starting April 1, 2020, expiring March 31, 2024

Wage Rates

<u>Student Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
\$13.41	\$13.81	\$14.28	\$14.77

Students are pages under 18 years of age.

<u>Adult Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
\$14.28	\$14.77	\$15.30	\$15.91

2022 Adjusted Wage Rates due to minimum wage increase

<u>Student Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
\$14.10	\$14.20	\$14.28	\$14.77

Students are pages under 18 years of age.

<u>Adult Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
\$15.00	\$15.15	\$15.30	\$15.91

With a wage adjustment as follows:

- April 1, 2020 1.4%
- April 1, 2021 1.25%
- April 1, 2022 1.25%
- April 1, 2023 1.5%

Retroactivity on wage adjustments will be paid for all hours worked to all employees employed on date of ratification.