Report to: Stratford Public Library Board

Meeting Date: April 6, 2021

From: Wendy Hicks, Acting CEO

Subject: Personal Leaves of Absence, CEO

The Board is seeking more specific language around the CEO's Personal Leave [1] than currently exists in the Stratford Public Library's terms of employment document, the SPL Staff Manual.

Guidance is sought around special or general personal leaves, and ***not*** those covered by the Employment Standards Act (E.S.A covers Bereavement, Sick, Emergency Family Care, etc.)

Questions around length of personal leave, whether it would qualify as paid time off or not, and what conditions must be met to be granted such a leave are not part of the current policy:

SPL Staff Manual (2017) Section 6: Personal Leave

> *For special situations a leave with or without pay may be granted. If staff need a leave for compassionate or other personal circumstance, they may make a written request to the CEO. Such leaves are discretionary to meet the operating needs of the library.*

Notable, too, is the absence of any particular guidelines for the CEO (as distinct from other staff), should she / he wish to ask for a Leave of Absence (LOA).

Policy at other Ontario Libraries

To provide obtain current practice around general leaves, and in particular, leaves involving the CEO, members of HRNOL (Human Resource Network of Ontario Libraries) were consulted on March 22. Answers are summarized below, and in addition, include the City of Stratford's current Collective Agreement.

Eleven (11) libraries responded, ranging from large and unionized (Hamilton, London,), down to very small and non – unionized (Orillia, Blue Mountains).

Nine (9) libraries had personal leaves described, with no special language for the CEO. These policies did not explicitly stat that that the CEO was included (or excluded) by the staff

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[1] i.e. – those not mandated in the Employment Standards Act or outlined elsewhere in the Manual.

LOA. 2 libraries noted that, should the CEO wish such a leave, they would probably follow the same process, but apply to the Board (their unique employer) for it.

- Without exception, these special, discretionary or general leaves[2] are *without* pay.
- One (1) required that all vacation time be exhausted before such a leave is possible.
- Generally, a request is made, in writing, as far in advance as possible, to the CEO, and the leave is granted (or denied) at their discretion. Some libraries mention granting only when operations of the Library will not suffer as a result, but not all.
- Those with stated acceptable time frames vary, from "not to exceed 30 days in a calendar year," to "a minimum of 3 months to a maximum of 1 year," to "a maximum of 6 months, with a possible renewal of an additional 6 months."
- Several libraries cover benefit premiums for a short while at the leave's beginning (1-14 days, first 30 days, first 3 weeks), with the staff member paying premiums for longer absences. Any who mention OMERS state that it is considered a break in service, and the employee would optionally be responsible for purchasing the lost time.

One library - Grand Valley Public Library – **did** distinguish the CEO in the policy statement: *"under special circumstances, leaves of absence may be granted by the Board for the CEO, and by the CEO for all other employees of the Library."* However, no other parameters for the CEO leave are given, noting that, "*the Board… will decide if the request will be granted, and if so, under what conditions."*

Bradford Public Library has no general leave category. The only avenue for time off is Short Term Disability, and therefore the individual must be suffering from an actual illness or injury, and be under the care of a physician. The typical notes and forms must be submitted, to access STD.

City of Stratford's current Collective Agreement does allow for an unpaid Leave for reasons other than specified by the E.S.A. The language is simple, requiring application by form as a "general" leave. No time frame is given other than to note that if the LOA is more than 25 working days, the decision will need to specify whether seniority shall be accumulated, whether benefits or coverage are continued, and whether the cost of vacation, sick leave, or other insurance /benefits should be reimbursed to the City.

It is worth noting that some libraries choose to create a staff manual or Terms of Employment document for all staff other than the CEO. In these instances, the Library Director (as the only person reporting to the Library Board), has their own private contract, and it is this contract that provides guidance in all employment questions.

Still other libraries have the CEO covered by the staff terms of employment, but have an additional separate, private contract with statements (where they exist) that automatically supersede the staff manual. Brant Count, for example, uses this model. Here, the CEO's contract defines certain terms of employment: salary, vacation, notice of resignation, and so

[2] Beyond those mandated in the Employment Standards Act

on. It also states that for everything else – for example, benefits – the standard employee provisions apply. A template for such a contract accompanies this report.

Currently, SPL's CEO employment agreement with the Board consists of a signed letter of offer, listing rate of pay, start date and a reference to the SPL Staff Manual this position's more complete terms of employment.

PERSONAL AND CONFIDENTIAL

Date

Name
Address

Dear Name:

Further to our discussions, this letter will confirm your application for the full-time, permanent position of CEO has been accepted. If this offer is not accepted by date/time offer shall be null and void. Once signed, this letter will become your employment contract. The following are the matters discussed and agreed upon:

1. Commencement of employment, obligations and reporting relationship

1.1 Start Date – Your start date will be date_ Your office location is address.

1.2 Your supervisor is xx Public Library Board.

1.3 While employed by xx Public Library Board (Board), you agree that you shall not be employed or engage in any capacity in promoting, undertaking or carrying on any other business that interferes or could reasonably interfere with your duties to the Library without our prior written permission.

2. Compensation

2.1 Your Annual Salary to start is $xx , which is based on Level __ of Job Grade __ of the specify which plan/grid etc.

2.2 Your salary will be paid to you on a bi-weekly basis, less required statutory and written authorized deductions, by direct deposit. A statement of earnings will be provided to you for each pay period by email.

3. Hours of Work

3.1 Your normal hours of work will be: from 9:00 a.m. to 5:00 p.m. Monday to Friday with a one hour unpaid lunch / dinner break. Hours may involve evenings and weekends. At times, you will need to alter the normal hours of work to accommodate work requirements.

3.2 Any variations to work hours requested by you must be discussed with, and approved by the Board.

3.3 Employees in Job Grade 6 and above will be provided with one week (5 days) of additional vacation at the commencement of each year, which must be used within the same year as payment for overtime hours. Upon producing documentation of having worked more than 35 hours; you can apply to the Board for additional time in lieu for overtime hours. For staff employed less than one calendar year, entitlement will be pro-rated.

4. Probation

4.1 There will be a six (6) month probationary period to assess your suitability for the job[i]. This period may be extended if more time is required to make the required assessment. An agreement to extend the probationary period will be drafted at that time. The probationary period

is subject to a formal performance review process. Following the successful completion of your probationary period, your performance will be reviewed on an annual basis by the Board.

5. Benefits

5.1 The Library participates in the Library/Municipal benefit plans.

5.2 Participation in the OMERS pension plan commences on the first day of permanent full-time employment.

5.3 You will be enrolled in the Library/Municipal Benefits Plan for Full-time Non-Union employees specify wait period or benefit start date. At this time, the premium cost of your group insurance plan will be paid by the Library/Municipality. The current standard Library/Municipality Benefits insurance coverage (i.e. health, dental, disability, life, accidental death & dismemberment) can be found in the Benefits package documents and policy. This cost structure and plan contents may be revised, suspended and modified by the whoever has the ability to do this from time to time without the employees' consent. Employees will be informed of changes in a timely manner.

5.4 Eligibility for other employer provided benefits will generally take place per Library/Municipality policy, which may be amended from time to time at the employer's discretion.

5.5 You will be reimbursed for travel and other expenses incurred while carrying out your responsibilities on behalf of the Library, provided these expenses are approved in advance by the Board.

6. Vacation

6.1 Regular vacation entitlement shall be accumulated by employees monthly from the date of employment. You are entitled to annual vacation and accrual in accordance with the Library's policy[ii]. For a full schedule see Section 23 of the Personnel Manual.

6.2 Your vacation at the end of your probation period for year one will be negotiated amount plus the five (5) days as referenced in 3.3. At your first anniversary date, with a successful performance review the allotment can be reconsidered for additional vacation time.

7. Library Board policies and ancillary documents

7.1 The Board has established a variety of policies, procedures, and standards that ensure a safe, enjoyable, effective working environment. During the period of your employment with us, and by signing below, you agree to be bound by these policies, procedures, and standards, and any future policies, procedures, and standards that are introduced by the Board. It is agreed that the introduction and administration of these policies, procedures, and standards is within the sole discretion of the Board. The Board reserves the right to change the provisions of any policies, procedures and standards at any time in its sole discretion and you acknowledge that it is your responsibility to be aware of and abide by the current policies, procedures and standards at all times.

7.2 The Board strives for a standard of excellence in the delivery of its services. As such, the Board strongly encourages a culture of life-long learning for all staff. All members of staff are expected to stay current with advancements in the Library field and to take part in webinars, workshops, seminars and conferences on a regular basis.

8. Conditions of employment

8.1 It is understood that while you remain employed at the Library that you will continue to hold a valid drivers' license and have provision to your own vehicle. **this isn't actually enforceable**

8.2 This offer of employment is conditional upon the proof of a current driver's license, acceptable and satisfactory to the Board, prior to your start date. *also not enforceable*

8.3 This offer of employment is conditional upon the receipt of a police check, including vulnerable sector check, acceptable and satisfactory to the Board, prior to your start date. Your police records and vulnerable sector check must be dated within one month prior to your start date.

8.4 You will provide the Board with copies of the following educational certificates prior to your start date: credential, eg. MLIS

8.5 Please note that any associated fees for these forms are not the responsibility of the Board and that employment will not commence until these forms are received and reviewed by the Board.

9. Accommodation

9.1 The Library has an accommodation process in place and provides accommodations for employees with disabilities. If you require a specific accommodation because of a disability, please contact the Board Chair so that arrangements can be made for the appropriate accommodations to be in place before you begin your employment.

10. Terms & Conditions

10.1 The terms and conditions of this agreement shall govern the parties, regardless of the length of employment or any changes to your position, compensation, title and regardless of whether such change is material or otherwise.

10.2 If one or more of the provisions in this agreement are deemed void by law or statute, then the remaining provisions will continue in full force and effect. Such finding shall not affect the enforceability of the remaining parts of the agreement.

11. Termination

11.1 The Board is entitled to terminate your employment at any time for cause without notice or pay in lieu thereof.

11.2 Your employment may be terminated without cause upon the provision of notice or payment in lieu of notice as follows:

i. specify whatever the terms are.

ii. With the exception of short-term and long-term disability benefits, life insurance and accidental death and dismemberment benefits, the Employer will continue the Employee's employment benefits, including pension contributions, throughout the notice period in which the Employer continues to pay the Employee's salary. The Employer will continue the Employee's short term and long term disability benefits and life insurance and accidental death and dismemberment benefits as per the minimum requirements set out in the *Employment Standards Act, 2000*, as amended;

iii. All payments provided under Clause 7.02 will be subject to all deductions required under Employer's policies and by law; and,

iv. Any future entitlement to salary continuation and benefit continuation terminates immediately upon the death of the Employee, except as minimally required, if at all, by the *Employment Standards Act, 2000*, as amended.

12 Resignation

12.1 If you resign from your employment, you agree to provide the Board with at least specify length of time prior written working notice.

12.2 The Board has the right to waive a portion or all of the notice given by you and to direct you not to report for work for any part of the notice period. You would then be paid up to a maximum of two (2) month's wages less applicable deductions, and the Board will have no further obligation to you.

13. Legal advice

13.1 If you are uncertain about the contents of this employment agreement, we suggest that it may be advisable to seek independent legal advice prior to signing and accepting the terms and conditions.

Please be advised that the following forms will be provided to you on your first day of employment: TD1, banking information, OMERS enrollment, SunLife benefits enrollment. Please complete these forms and return them to designated person, within your first three (3) days of work.

Copies of the Personnel Policies and Procedures and Health and Safety Policy, including WHMIS Handbook, will be provided for your review at the presentation of this letter. The signing of this letter is your acknowledgement that you have read and that you understand these documents.

Please contact the Board Chair should you have any questions relating to this position.

Congratulations employee and welcome to the xx Public Library! We are pleased to have you join our Library team, and hope you find your position to be challenging, as well as rewarding.

If these arrangement are in accordance with your mutual understanding, would you please sign a copy of this letter after reading the Library's orientation package which includes the Library's policies and procedures, and return it to the Library Chair no later than deadline.

Yours truly,

Public Library Chair

I, employee have carefully considered, understand and accept all the terms and conditions of employment with the xx Public Library Board as outlined in the above letter, which when signed will constitute an agreement and will become the terms and conditions of employment with the xx Public Library Board.

EMPLOYEE:

_____ _____

<NAME> Date

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Signature of Employee

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[i] See Personnel Policy: Section 7.0 Probation for details.
[ii] See Personnel Policy: Sections 22 & 23