

MEMORANDUM OF UNDERSTANDING

BETWEEN:

BRADFORD WEST GWILLIMBURY PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Board")

-and-

THE CORPORATION OF THE TOWN OF BRADFORD WEST GWILLIMBURY
(hereinafter referred to as the "Town")

WHEREAS the Town is The Corporation of the Town of Bradford West Gwillimbury, incorporated pursuant to the provisions of the *Municipal Act, 2001, S.O., 2002, c.25* as amended;

AND WHEREAS the Board is Bradford West Gwillimbury Public Library Board that has been established pursuant to the provisions of the *Public Libraries Act, R.S.O., 1990, c. P-44* as amended;

AND WHEREAS the Board and the Town are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on ratepayers;

AND WHEREAS the Board and Town wish to enter into a Memorandum of Understanding (MOU) to outline the services and support the Town is prepared to provide to the Board;

NOW THEREFORE THE BOARD AND TOWN HEREBY STATE AS FOLLOWS:

- 1) For the purpose of this MOU, "Library" refers to all existing and future Library Branches, as well as the Cultural Centre located at 425 Holland Street West.
- 2) CEO refers to the Chief Executive Officer who is Secretary and Treasurer for Bradford West Gwillimbury Public Library.
- 3) CAO refers to the Chief Administrative Officer for the Town of Bradford West Gwillimbury.
- 4) The Board and the Town hereby acknowledge:
 - a) The Board is a separate and independent corporate board of the municipality with independent corporate status from the Town, subject to the provisions of the *Public Libraries Act*, and has been established to provide public library services to the residents of the Town of Bradford West Gwillimbury.
 - b) The Town is an independent entity separate from the Board and provides municipal services to the residents of the Town of Bradford West Gwillimbury pursuant to the provisions of the *Municipal Act, 2001* and related legislation.

- c) The Board, through its appointment by Town Council, delivers library services and resources to the residents of Bradford West Gwillimbury, in accordance with the *Public Libraries Act*, and the Board's Strategic Plan according to its stated Mission, Vision and Values.
 - d) The Board delivers Cultural Services to the residents and guests of the Town of Bradford West Gwillimbury, in accordance with the Board's Strategic Plan according to its stated Mission, Vision and Values.
 - e) The Town Council annually reviews and approves budgetary estimates received from the Board for the operation of the library, in accordance with Section 24 of the *Public Libraries Act*.
 - f) Agendas and Minutes of the Board are presented to Council for information only.
 - g) The objective of this MOU is for the Board to utilize Town staff and resources for the services that may be required by the Board and that are outlined in the Schedules attached hereto.
- 5) Acknowledgement of Distinct Roles and Relationships:
- a) The CEO is an employee of and reports directly to the Library Board.
 - b) The CEO serves as a member of the Town's Senior Management Team, receives Council agendas and minutes, and attends Council and/or other committee meetings, when agenda items are relevant to the Library.
 - c) The CAO and CEO shall meet on a quarterly basis at mutually agreeable intervals to discuss issues of joint concern.
 - d) While it is understood that the CEO does not have the authority to direct Town Staff, it is agreed that the CEO may directly approach Town Directors and Managers for assistance and support as necessary to coordinate those services identified in the Schedules.
 - e) The CEO shall ensure that Town Directors are contacted directly in regard to matters involving Town policies or directives, and budgets. The Library CEO may directly contact Town managers in regard to day-to-day operational matters.
 - f) The CEO and the CAO may each designate members of their respective staffs to address any issues that may arise out of the operation of this MOU.
- 6) The staff of the Library and the Town commit to share and consult with each other regarding any service delivery review that may either impact upon, or be helpful to either or both parties.
- 7) The Board and the Town commit to ongoing collaboration with regard to programs and services, in order to minimize duplications and schedule conflicts, and to maximize opportunities.

- 8) It is acknowledged by both parties that the Library is owned and maintained by the Library through its budget and reserves.
- 9) The Town and Board agree on the provision of services that are listed in this MOU and more particularly described in the schedules attached hereto.
- Schedule A: Human Resources Support
 - Schedule B: Financial Services Support
 - Schedule C: Information Technology Support
 - Schedule D: Facility Maintenance Support
 - Schedule E: Insurance and Risk Management Support
 - Schedule F: Shared Town Services
 - Schedule G: Marketing and Communication Support
 - Schedule H: Legal Services Support
 - Schedule I: Procurement Services Support
- 10) The Board and the Town acknowledge that the Town is able to provide those services as set out in the Schedules attached hereto within existing Town staff and equipment at no cost to the Board. The parties agree that no costs shall be charged to the Board, unless the cost has been approved in writing by the Board prior to any expenditure by the Town.
- 11) The Board and the Town acknowledge and agree that the terms and provisions of this MOU apply only to the services set out in the Schedules attached hereto and do not apply to any other agreements or arrangements that may exist from time to time between the Town and the Board, unless such other agreements are stated in writing to be subject to the terms and provisions of this MOU.
- 12) The Board and CEO shall identify alignment of, or differentiation between, Town and Board policies and services.
- 13) When either the Board or the Town makes changes to policies which may impact this MOU and its Schedules, notice shall be given to the other party to ensure appropriate changes or distinctions are made for the alignment or differentiation between Board and Town policies.
- 14) Upon execution of this MOU by the Board and the Town, staff on behalf of the Board and the Town respectively shall adopt the services identified in the schedules forthwith.

- 15) If at any time during the term of this agreement either party deems it necessary or expedient to make any alteration or addition to this MOU, they shall give written notice of the proposed amendment to the other party. Following agreement of execution of the amendment it shall become an addendum and form part of this MOU.
- 16) Any matters in dispute between the parties in relation to this MOU may be referred by either party to a committee to be struck including two members of Council, two members of the Board who are not also Councillors, and the CAO and CEO. This committee shall be tasked with determining a process of dispute resolution which may include third party mediation.
- 17) The Board and the Town hereby agree that either party to this MOU may terminate the MOU upon providing to the other party no less than six months written notice of its intention to do so.
- 18) The Board and the Town hereby agree that this MOU shall come into effect on the first day of November 2025 and shall continue until such time as either party terminates this MOU in accordance with the provisions of paragraph 17.
- 19) Any notice or other communication to be given in connection with this MOU shall be given in writing by the CEO for the Board and the CAO for the Town.

This MOU is hereby executed:

By the Town

Council Resolution	
Chief Administrative Officer	

By the Board

Board Resolution	
Chief Executive Officer	

SCHEDULE "A"

HUMAN RESOURCES SUPPORT

- 1) Principal Understanding
 - a) The Board is the sole employer of all Library and Cultural Centre employees, including the CEO.
 - b) The Town's Human Resources (HR) Department will administer payroll and benefit services on behalf of the Board, per this MOU and detailed on the chart attached to this schedule.
 - c) If additional charges will be incurred by the HR Department, the CEO must sign off before work is commenced. Any additional services requested will be charged through interdepartmental transfer to the Library. These interdepartmental charges will include staff time if above and beyond the basic services stated in this agreement.
- 2) The Town HR shall provide advice and support to the Board and/or CEO upon request. HR advice and support are non-binding, and all decisions shall continue to be made by the Board and/or CEO. Advice shall be on procedural inquiries and shall not be a legal opinion. The Town reserves the right to decline any requests.
- 3) The Library shall participate in the Town's Compensation & Benefits Program. The CEO and the Director of HR will work together to align Library Job Descriptions and Grades to the Town's Salary Administration program.
- 4) The Board shall adhere to the *Employment Standards Act* and to all other relevant Acts and shall align its policies with those of the Town's Human Resources Policy Manual.
- 5) The HR Department may communicate with individual Library employees directly and confidentially as it relates to benefit programs, on-boarding to payroll, and employment related matters.
- 6) If at any point external HR services are required to support the Board, the charges for such services shall be the responsibility of the Library in full subject to subsection 1c above. Authority to contract external services shall be subject to prior approval by the CEO. Examples of external HR services include but are not limited to legal advice, mediation, or workplace investigations.
- 7) The Town and Board agree to the following supports and limitations pertaining to:
 - a) Health & Safety:

- i) The Town shall provide to employees of the Library any Health & Safety training that is provided for Town employees of similar job classifications or grades.
 - ii) The Library shall use the Town's JHSC forms for scheduled inspections, and for incident and accident reports. The Library may add additional documents to their own internal reviews of workplace or user safety as needed.
 - iii) The Board shall ensure compliance with current Health and Safety legislation at the library branches and cultural centre.
 - iv) The Library shall respond to day-to-day Health and Safety issues that may arise and make notice to Town staff if EAP and/or WSIB claims are required. The Town shall provide all payroll and payment information required to support any claims.
 - v) The CEO shall assist, monitor and follow-up on all WSIB claims, and work with the HR to ensure that all documents are completed as required by WSIB.
- b) Pay Equity:
- i) The Library shall amend and/or create job descriptions with equity input from the Town.
 - ii) The Town shall ensure maintenance of the Pay Equity Plan.
- c) Performance Management
- i) Performance Appraisals for Library staff shall be the sole responsibility of the CEO. Performance Appraisals for the CEO shall be the responsibility of the Board.
- d) Recruitment, Screening, Hiring and On-Boarding
- i) The Board is responsible for recruiting, hiring, contracting, appraising, discipline and terminating the CEO.
 - ii) The CEO is responsible for all recruitment, hiring, appraisal, discipline and termination activities pertaining to Library staff.
 - iii) On-Boarding shall be the responsibility of the CEO. On-Boarding of payroll, and benefits programs shall be completed by the Town when notice is given by the CEO.
- e) Payroll, attendance, and seniority

- i) The Town shall administer the bi-weekly payroll for Library staff, including all payroll-related activities, benefits administration, and pension requirements.
- f) Discipline, Termination and Off-Boarding
- i) Discipline and termination of Library employees are the sole responsibility of the CEO. Discipline and termination of the CEO is the sole responsibility of the Board.
 - ii) The Town shall complete Off-Boarding of payroll and benefits for all Library employees when notice is given by the CEO.
 - iii) The Town shall complete Off-Boarding of payroll and benefits for the CEO when notice is given by the Board.
- g) Policies and Procedures
- i) The HR Department shall inform the CEO of any significant changes to the Town's HR policies through email correspondence and through a mutually accessible format.
 - ii) The HR Department shall work with IT to ensure the Library staff have access to Health & Safety, benefits, and other relevant HR information via a mutually accessible format.
- h) Training
- i) Library staff shall be invited to participate in all Town staff wellness programs, training, and leadership training opportunities.
 - ii) The Town shall cover costs of training for Library employees if such training is also made available to Town staff (e.g. MFIPPA, AODA Customer Service, CPR, Health & Safety Certification for committee members) and which is corporately funded. Any training which is billed to a department shall be billed to the Library for Library employees.
 - iii) The Library shall be responsible for budgeting and administering any costs associated with Library and/or culturally specific training, or any training which the Town is not offering to Town staff at the time it is required by the Library.
- i) Legal Advice
- i) The HR Department shall not be required to provide Human Resources legal advice to the Library CEO or Board outside of that which fits under services provided in this schedule. The Town reserves the right to decline any requests.
 - ii) For all other Legal advice and actions see Schedule H.

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Policy Development

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Research and develop HR policies* • Update employees on policy changes 	<ul style="list-style-type: none"> • Distribute HR policies and/or make them readily available to staff via intranet. • Update employees on policy changes 	
<ul style="list-style-type: none"> • Provide advice on policy 	<ul style="list-style-type: none"> • Seek advice on policies to support a full understanding and consistency within the corporation. • Actively demonstrate support for HR policies and procedures 	
<ul style="list-style-type: none"> • Develop HR policies • Provide guidance on interpretation, policy and program guidance. 	<ul style="list-style-type: none"> • Provide input on policy 	<ul style="list-style-type: none"> • Work plan timelines associated with any type of committee involvement

* **Note, the library adopts the Town’s HR policies/practices. By motion from the previous Board, the Board has delegated the approval of HR policies to the CEO. The CEO keeps the Board updated on changes to policy but does not require approval unless there are monetary implications**

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Employee and Labour Relations

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Lead and provide specialization support to collective agreement negotiations process – act as spokesperson • Create bargaining book for negotiations • Act as note taker during negotiations • Work collaboratively with library on costing of proposals 	<ul style="list-style-type: none"> • Be aware of issues/concerns within their environment • Share relevant information with HR • Conduct costing required to support the process 	<ul style="list-style-type: none"> • Depth of information requested
<ul style="list-style-type: none"> • Conduct updates with Council or Board as necessary 	<ul style="list-style-type: none"> • Participate in updates with Council or Board as necessary 	<ul style="list-style-type: none"> • Request from council for updates • Labour disruption
<ul style="list-style-type: none"> • Production and distribution of employee communication materials 	<ul style="list-style-type: none"> • Ensure the distribution of information departmentally 	<ul style="list-style-type: none"> • Availability of Intranet
<ul style="list-style-type: none"> • Create and update seniority lists 	<ul style="list-style-type: none"> • Distribute information to union and post as required • Confirm accuracy of information 	
<ul style="list-style-type: none"> • Grievances management • Conduct research and provide resolution options 	<ul style="list-style-type: none"> • Consult with HR to resolve disputes 	
<ul style="list-style-type: none"> • Provide support in matters of dispute 	<ul style="list-style-type: none"> • Discuss areas of concern with HR 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Employee and Labour Relations continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Pull annual list of performance reviews for tracking purposes • Send out monthly reminder to Manager a month prior to the review being due • Track completion of performance reviews • Provide one reminder per outstanding performance review 	<ul style="list-style-type: none"> • Complete performance reviews • Consult HR for feedback if there is a performance issue with a staff member 	<ul style="list-style-type: none"> • Managers timeliness in completing reviews
<ul style="list-style-type: none"> • Track probationary period and notify the union accordingly 	<ul style="list-style-type: none"> • Ensure probationary period reviews are completed prior to the date. • Determines if probation has been passed 	
<ul style="list-style-type: none"> • Track annual salary reviews and create ECRs for payroll to ensure staff receive their step increases on the effective date 	<ul style="list-style-type: none"> • Sign the ECR's for the step increases and return to HR for processing 	
<ul style="list-style-type: none"> • Track service award dates as per the policy • Email the staff member for their gift section • Purchase service award • Provide award and card to Manager for distribution 	<ul style="list-style-type: none"> • Deliver service award to employee 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Recruitment

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Manage recruitment & selection process • Support discrimination and harassment free practices • Encourage diversity 	<ul style="list-style-type: none"> • Support corporate goals in making recruitment decisions • Be familiar with recruitment and selection policies and processes • Ensure decision is based on merit and consistent with staffing principles • Support discrimination and harassment free practices • Encourage diversity 	<ul style="list-style-type: none"> • Proper documentation submitted • Availability of department reps during the process • Availability of external participants
<ul style="list-style-type: none"> • Develop and maintain recruitment policy and procedural guidelines 	<ul style="list-style-type: none"> • Submit relevant paperwork related to recruitment and selection • Assess qualified applicants in conjunction with HR 	
<ul style="list-style-type: none"> • Provide orientation and HR recruitment training to those involved in recruitment and selection. 	<ul style="list-style-type: none"> • Be available for participation in the process as appropriate and complete training. 	<ul style="list-style-type: none"> • All persons completing recruitment are trained in DEI and bias in the selection process
<ul style="list-style-type: none"> • Provide ongoing advice and guidance to line management on recruitment and selection. 	<ul style="list-style-type: none"> • Enlist support from HR as applicable. 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Recruitment Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> Review staffing request form for recruitment details 	<ul style="list-style-type: none"> Complete Staffing request form Ensure position has budget 	<ul style="list-style-type: none"> Ensure position has permission, budget and obtain posting requirements (internal, external, union)
<ul style="list-style-type: none"> Provide advice and support relative to advertising options, promotional policy, waiver of job posting and collective agreement clauses regarding recruitment 	<ul style="list-style-type: none"> Be familiar with the recruitment policies and collective agreement Work with HR to establish a strategic approach to recruiting in the most effective and efficient manner 	<ul style="list-style-type: none"> Ensure recruitment is not in violation of a policy or collective agreement
<ul style="list-style-type: none"> Create Job postings 	<ul style="list-style-type: none"> Review job postings for detail and accuracy (i.e., true reflection of the job) 	<ul style="list-style-type: none"> Ensuring job postings meet legislative requirements (AODA, Human Rights, ESA, legal requirements)
<ul style="list-style-type: none"> Post job postings 	<ul style="list-style-type: none"> Provide suggestions of job specific posting locations related to role 	
<ul style="list-style-type: none"> Manage applicant tracking system (or resume database) Add job to database using correct criteria 	<ul style="list-style-type: none"> Log into database to review candidates 	<ul style="list-style-type: none"> Ensure HR is screening the candidates prior to submitting to the Manager

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Recruitment Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Screen candidates to select those who meet the qualifications of the role • Ensure mandatory qualifications have been set and met 	<ul style="list-style-type: none"> • Assess qualified applications in conjunction with HR to make interview selections in a timely manner • Establish criteria for selection in collaboration with HR • Ensure HR is fully informed of the aspects of the position and the qualifications 	<ul style="list-style-type: none"> • Ensure the top qualified candidates are selected for an interview • Larger number of responses may require a slightly longer processing time
<ul style="list-style-type: none"> • Schedule interviews (book timeslot with candidates, book room, add to calendars) • Support assessment and scheduling administration 	<ul style="list-style-type: none"> • Ensure availability for interviews • Allow sufficient time in personal schedules for interviews 	<ul style="list-style-type: none"> • Availability of staff to create tools will have a direct impact on timeline for interviews and completion of process • Availability of candidates for interviews will also affect the timelines associated with the completion of the process
<ul style="list-style-type: none"> • Create interview guides with questions that validate the candidates' qualifications for the role and mission, vision and values • Ensure questions are appropriate for the role and are not in violation of the Human Rights Code 	<ul style="list-style-type: none"> • Provide HR with technical or job specific questions related to the role. • Review the interview guide and provide feedback 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Recruitment Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> Prepare interview packages with copies of the resume, interview schedule, interview questions and an interview booklet for the hiring panel 		
<ul style="list-style-type: none"> Facilitate interview process by conducting interview with the interview panel Ensure interview process does not breach the Human Rights Code 	<ul style="list-style-type: none"> Participate in the interview process by taking notes and scoring candidates Select appropriate individuals to participate as part of the interview panel Provide HR all of the completed recruitment interview guides for the file 	
<ul style="list-style-type: none"> Select candidate using the interview scoring guide as a tool 	<ul style="list-style-type: none"> Provide candidate selection and justification 	<ul style="list-style-type: none"> Ensure that selection is free from bias and discrimination
<ul style="list-style-type: none"> Conduct reference check. Follow up with candidates if references are slow to respond 	<ul style="list-style-type: none"> Review references and make final decision on hiring the candidate Ensure any concerns are shared so they can be addressed through reference checking Be prepared to reference check in conjunction with HR in the event technical referencing outside HR is required Ensure HR is fully informed with regard to the role and qualifications 	<ul style="list-style-type: none"> Timeline can be delayed due to availability of references A significant number of competitions at the same time might necessitate the negotiation of this timeline

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Recruitment Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Create employment offer using criteria from policies and collective agreement. Ensure contract is not in violation and does not create internal inequities 	<ul style="list-style-type: none"> • Review employment contract for accuracy 	
<ul style="list-style-type: none"> • Provide candidate with the offer For full-time positions, call candidate to discuss offer 	<ul style="list-style-type: none"> • Be available to answer any job specific questions that the candidate may have • Submit salary progression exception form for candidate starting higher than step 1 on the pay grade 	
<ul style="list-style-type: none"> • Negotiate offer with candidate • Ensure consistency of a formal offer with a collective agreement and HR policy 	<ul style="list-style-type: none"> • Be fully knowledgeable of applicable collective agreements • Where a negotiation of terms arise, undertake a collaborative approach with HR to ensure the most strategic approach • Support offers that comply with collective agreement and HR policy 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Recruitment Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Close recruitment process • Advise unsuccessful candidates • Update records management with recruitment file (3 year retention) • Update website 	<ul style="list-style-type: none"> • Possibly provide unsuccessful candidates with feedback if requested in collaboration with HR • Notify internal candidates if they are unsuccessful. • Update the website 	<ul style="list-style-type: none"> • Unforeseen delays in the process
<ul style="list-style-type: none"> • Prepare new hire paperwork <ul style="list-style-type: none"> ○ Collect signed offer ○ Collect police check ○ Create ECR ○ Submit entry form ○ Add to DEI training ○ Ensure completion of new hire paperwork ○ Update organization chart 	<ul style="list-style-type: none"> • Ensure new employee is submitting required documents • Ensure appropriate follow up to confirm candidates have completed the required training 	
<ul style="list-style-type: none"> • Enter employee into HRIS • Enroll into Sunlife • Enroll into OMERS 	<ul style="list-style-type: none"> • Provide timely all accurate submission of paperwork and forms 	<ul style="list-style-type: none"> • Employee absence • Systems problems • Lack of information from new employee
<ul style="list-style-type: none"> • Create employee file 	<ul style="list-style-type: none"> • Provide any documents to HR for employee file 	
<ul style="list-style-type: none"> • Monitor and report out on turnover. 		

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Health and Safety

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Lead H&S portfolio • Develop and maintain corporate wide OH&S policies and procedures • Ensure senior management is aware of their OH&S responsibilities • Research and develop corporate OH&S initiatives, policies and programs 	<ul style="list-style-type: none"> • Champion H&S within the workplace • Be knowledgeable of and ensure departmental staff are aware of OH&S policies and procedures and adhere to same. • Assess OH&S needs and allocate appropriate funds • Assess workplace safety practices and address deficiencies • Ensure workplace practices comply with the OH&S Act and WSIB Act and Regulations (e.g. investigating and reporting accidents, industrial requirements, use of personal protective equipment, etc.) and other related legislation • Track, identify and resolve workplace OH&S issues • Ensure appropriate risk transfer and hazard disclosure with contractors • Provide input into strategy and planning of OH&S policies, program performance and development • Participate in the development and implementation of OH&S initiatives and program 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Health and Safety Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> Benchmark best practices and integrate into corporate wide programs 	<ul style="list-style-type: none"> Support best practices Ensure Standard Operating Procedures documented and current 	
<ul style="list-style-type: none"> Participate in and manage JHSC meetings Act as an advisor 	<ul style="list-style-type: none"> Add HR to the committee Provide access to JHSC historical data, minutes Provide copies of workplace inspections 	<ul style="list-style-type: none"> Proper documentation submitted
<ul style="list-style-type: none"> Provide technical assistance in all areas of H&S including ergonomics, occupational hygiene, personal safety 		
<ul style="list-style-type: none"> Represent the employer in stakeholder relations such as WSIB and other regulatory bodies (Ministry of Labour) 	<ul style="list-style-type: none"> Participate in return to work programs in a constructive and cooperative manner 	
<ul style="list-style-type: none"> Provide training opportunities 	<ul style="list-style-type: none"> Ensure staff has required knowledge and appropriate training to perform job functions safely 	<ul style="list-style-type: none"> Availability of required training Access to funds to support training
<ul style="list-style-type: none"> Disseminate information on general, new or revised OH&S data/legislation 	<ul style="list-style-type: none"> Review and share OH&S information with staff Post appropriate OH&S information in the workplace for staff 	
<ul style="list-style-type: none"> Lead and/or participate in investigation of fatalities, high risk incidents/injuries and high liability as required 	<ul style="list-style-type: none"> Support timely investigations of fatalities, high risk incidents/injuries and high liability, as required 	<ul style="list-style-type: none"> Access to witnesses and/or injured parties may slow the process down.

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Employee Performance & Development

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> Ensure probationary periods are confirmed 	<ul style="list-style-type: none"> Determine if probation is to be served Ensure expectations are defined and communicated to new employee Establish performance review schedule, monitor and provide regular feedback Manage performance gaps with support if needed Confirm probationary employee 	
<ul style="list-style-type: none"> Develop a formal performance management model 	<ul style="list-style-type: none"> Support development of performance management 	
<ul style="list-style-type: none"> Provide department with employee listing for performance management purposes 	<ul style="list-style-type: none"> Conduct performance discussions and formal performance review annually with employees 	<ul style="list-style-type: none"> New employees will undergo probationary period and annual review Absences for legitimate reasons may impact completion, i.e. maternity leave, sick leave.
<ul style="list-style-type: none"> Provide learning opportunities for staff 	<ul style="list-style-type: none"> Participate in the setting of corporate learning goals and performance measures in consultation with HR Support the development and implementation of employee performance and development Identify ongoing and emergent corporate learning in consultation with HR 	<ul style="list-style-type: none"> Budget approval

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Employee Performance & Development Continued

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Ensure completion of new hire training (all modules) • Provide learning opportunities for staff 	<ul style="list-style-type: none"> • Ensure new employee is provided with time to complete new hire training. • Provide on-site job specific training to staff member 	
<ul style="list-style-type: none"> • Support line managers with learning development plans 	<ul style="list-style-type: none"> • Implement individual employee performance and development plans including the identification of learning needs • Ensure employees receive access to training and development in accordance with their individual plan • Attend learning sessions as part of their own development 	<ul style="list-style-type: none"> • Budget approval
<ul style="list-style-type: none"> • Ensure the communication of corporate learning opportunities to clients and HR practitioners 	<ul style="list-style-type: none"> • Support communication of learning opportunities and access to support developmental goals and objectives 	
<ul style="list-style-type: none"> • Evaluate learning and employee development programs 	<ul style="list-style-type: none"> • Provide feedback on learning and development programs • Actively support application of learnings in the workplace • Provide opportunities for employees to practice new skill sets following learning opportunities, whenever possible 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Salary Administration

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Support development of new and updated position descriptions • Create job descriptions for new positions in collaboration with department. Ensure they are accurate and reflective of the role and the minimum requirements 	<ul style="list-style-type: none"> • Work with HR to write job descriptions by providing content. Ensure position descriptions reflect the work to be done • Ensure complete documentation is forwarded to HR for review • Provide clear, concise and comprehensive material to HR 	
<ul style="list-style-type: none"> • Assist in creating JIQ's for job evaluation process when a position is created/changes • Send to consultant to review • Communicate rating to the manager/employee 	<ul style="list-style-type: none"> • Work with HR to create a JIQ and provide accurate information and answer questions pertaining to the role. • Provide clear, concise and comprehensive material to HR 	
<ul style="list-style-type: none"> • Administer the job evaluation process 		
<ul style="list-style-type: none"> • Ensure job evaluation material is properly documented 		
<ul style="list-style-type: none"> • Ensure documentation related to position descriptions is properly maintained 	<ul style="list-style-type: none"> • Ensure employees are engaged in any changes required to their position description 	
<ul style="list-style-type: none"> • Maintain salary grids and ladder charts 		
<ul style="list-style-type: none"> • Annual pay equity maintenance 		

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Disability Management

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> Administer STD and LTD claims on behalf of the Library 	<ul style="list-style-type: none"> Ensure policy information is readily available to staff Ensure appropriate contact information is provided to staff 	
<ul style="list-style-type: none"> Administer WSIB claims 	<ul style="list-style-type: none"> Access to workplace accident information Access to investigation summary reports Complete supervisor reports as required 	
<ul style="list-style-type: none"> Return to work 	<ul style="list-style-type: none"> Support development of modified duties or gradual return to work program Participate in accommodation meetings 	
<ul style="list-style-type: none"> Develops workplace accommodation plans are required 	<ul style="list-style-type: none"> Participate in accommodation meetings 	<ul style="list-style-type: none"> Employee participation

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Benefits

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> Develop strategic approach to benefit portfolio to support attraction and retention 	<ul style="list-style-type: none"> Provide constructive feedback on benefit portfolio 	
<ul style="list-style-type: none"> Develop and maintain overall benefit programs and policies 	<ul style="list-style-type: none"> Ensure staff have access to program and policy information 	<ul style="list-style-type: none"> Availability of Intranet
<ul style="list-style-type: none"> Develop and carry out an audit, monitoring and reporting program 	<ul style="list-style-type: none"> Support completion of audits when required 	
<ul style="list-style-type: none"> Ensure enrollment/change forms are processed for employees 	<ul style="list-style-type: none"> Direct employees to HR where issues arise 	<ul style="list-style-type: none"> Forms must be completed fully and accurately
<ul style="list-style-type: none"> Ensure all transactional activities related to benefit administration are completed, i.e. enrollment entitlement, entering on system, claims problems, terminations 	<ul style="list-style-type: none"> Ensure staff are aware of available resources 	<ul style="list-style-type: none"> Systems problems Final pay processing may be required prior to completion of certain benefit paperwork
<ul style="list-style-type: none"> Support resolution of unique or complex issues that arise relative to benefit programs 		<ul style="list-style-type: none"> Availability of information from client Incomplete or inaccurate information
<ul style="list-style-type: none"> Answer questions on benefits from employees and line managers 		<ul style="list-style-type: none"> Lack of employee access to self-serve options
<ul style="list-style-type: none"> Manage all program administration activities with benefit carriers and/or Third Party Administrator (TPA) 		<ul style="list-style-type: none"> Cooperation of the other party Issues requiring systems fixes that may require additional time and resources
<ul style="list-style-type: none"> OMERS 	<ul style="list-style-type: none"> Ensure new hires complete the necessary paperwork 	<ul style="list-style-type: none"> Employee completes paperwork

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Payroll

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none"> • Manage full cycle payroll • Correct timesheet data • Review all entries to ensure accuracy and compliance with collective agreement and/or policy • Adjust OT entries to align with policy and/or collective agreement 	<ul style="list-style-type: none"> • Review timesheet data and employee attendance. • Signoff on timesheet submissions 	<ul style="list-style-type: none"> • Proper documentation submitted • Availability of staff and managers for questions regarding entries
<ul style="list-style-type: none"> • Develop and maintain payroll policy and procedural guidelines 	<ul style="list-style-type: none"> • Read and understand policies relating to timesheet entries 	
<ul style="list-style-type: none"> • Employment verification letters 		
<ul style="list-style-type: none"> • Entitlement reports sent quarterly 		
<ul style="list-style-type: none"> • Rate adjustments per the CA 		
<ul style="list-style-type: none"> • Union Dues deductions and remittances • Monthly remittance to the Union with backup report and cheque 	<ul style="list-style-type: none"> • Inform payroll of new hires and leaves 	

Town of BWG/BWGPL Human Resources Service Agreement

Service Area: Records Management of Employee Files

HR Responsibilities	Client Responsibilities	Notes/Qualifiers
<ul style="list-style-type: none">Maintain all confidential employee files in accordance with records management	<ul style="list-style-type: none">Ensure HR has all files that comprise the employee fileDirect employees to HR if they would like access to the content in their files	

SCHEDULE "B"
FINANCIAL SERVICES SUPPORT

- 1) Principal Understanding
 - a) The Board is the employer of all Library employees.
 - b) The Board appoints the Library CEO as Board Treasurer.
 - c) The Town Finance Department (Finance) will provide financial and accounting services to the Board:
 - i) As payment release is authorized by the CEO,
 - ii) In Board-approved lines, and according to Board-approved budget, and
 - iii) In accordance with the annually approved Town Council Budget for the Library.

- 2) Finance shall provide the following financial services to the Board using the Town's By-laws and policies for the services listed below:
 - a) Accounts Receivable services
 - b) Operating and Capital budget assistance/preparation, within Board-approved budget lines
 - c) Accounts Payable services
 - d) Banking/Cash Management/Investment Services
 - e) Financial Statements Preparation and assistance with audits
 - f) Harmonized Sales Tax remittance/reconciliation
 - g) Calculation of Annual Development Charges
 - h) Provision of official Income Tax Receipts for donations to the Library and Cultural Centre
 - i) Grant Application/Submission assistance for grants pertaining to Municipal Services, or those using the Town's business number

- j) Maintenance of Reserve Accounts with annual roll over in the name of the library
- 3) The Library shall open a bank account in the name of Bradford West Gwillimbury Public Library Board as required by the Ministry of Heritage, Sport, Tourism and Culture Industries.
- 4) The Library shall submit all invoices for processing in a timely manner and work with appropriate Town staff to ensure that Council and Board-approved budgets are followed.
- 5) Only the CEO or Chair may authorize the Town to proceed with a payment on behalf of the Library.
- 6) The Town shall assist the CEO with the budget planning process and ensure that long-term needs are included in budget presentations to Council.
- 7) The Town shall assist the CEO in budgetary planning based on employee years of service and current and planned Town employee remuneration plans.
- 8) The Town shall include the Library asset acquisition and Fee for Service contracts in the Town Tender and Acquisition processes when requested by the CEO.
- 9) Financial Statements:
 - a) Financial statements shall be made available electronically by the Town to the CEO for each of the Board's Operational and Capital accounts.
 - b) Quarterly Reserve and Investment statements shall be provided by the Town to the CEO for each of the Board's Accounts.
 - c) The CEO shall provide all Board bank statements of deposited funds to the Finance Department for tracking of accounts and auditing purposes.
 - d) Quarterly, or upon request, the Development Charges Reserve Account in the Library Name shall be provided to the CEO with an estimate of projected income for the coming year.
 - e) Multi-year projections shall be provided to the CEO for planning purposes. It is understood that Development Charges Income is not realized until it is earned, and estimates are not a binding amount.

SCHEDULE "C"
INFORMATION TECHNOLOGY SUPPORT

1) Principal Understanding

- a) All IT equipment and infrastructure located at the Library are the property of the Library, and Library employees are provided access for Library use.
- b) Library user needs may be in conflict with Town safety and security protocols, and therefore a separate network shall be provided for public access terminals and Wi-Fi.
- c) The Library shall develop its own IT policies, independent of the Town, for library user and staff use technology, including networks, Wi-Fi, and MakerSpaces.
- d) Moving forward, opportunities to integrate systems and hardware will be evaluated jointly with a view towards maximizing the efficient and effective deployment of resources.

2) The Town shall provide to the Library:

- a) Help desk service tickets are handled on a priority basis throughout the entire Town. The Library tickets shall be handled at the same priority level as for Town departments.
- b) Usernames and passwords shall be created for incoming staff to access the Town HUB.
- c) Support and general maintenance of staff telecommunications as they relate to the phones, phone tree and messaging systems.
- d) Access to Questica, T-Drive, Pearl/Payroll services, as requested by the CEO.

3) The Library shall be responsible for providing the following IT services without support of the Town:

- a) Integrated Library System.
- b) Software and hardware support to Library employees.
- c) Email account creation and deletion.
- d) Software and hardware support for Library business systems.
- e) Providing training to members of the community on their devices, hardware, software, licensing, printing needs and Wi-Fi network access.

- f) Library web site design and support, including access to and maintenance of subscription databases.
 - g) Library social media account support.
 - h) Library Wi-Fi through SCAN
 - i) For Creative Lab, Library of Things, and printing/photocopying/scanning to email services.
 - j) Support for devices and software acquired by the Library for staff and public use which are not provided to the Library by the Town.
- 4) The CEO shall maintain an IT Capital Asset Inventory and receive assistance from the Town in evaluating the financial viability and replacement needs of each as needed.
- 5) The Library shall be invited to participate in Town-wide procurement of leased technology (e.g. photocopiers, CEO cellphone support), and where applicable, support with those lease agreements.

SCHEDULE "D"

FACILITY MAINTENANCE SUPPORT

- 1) Principal Understanding
 - a) The Corporation of the Town of Bradford West Gwillimbury is the owner of the building and property known municipally as 425 Holland Street, which is being utilized as the Bradford West Gwillimbury Public Library.
 - b) Contents within the library are owned and managed by the Bradford West Gwillimbury Library Board.
- 2) The Town shall keep or cause to be kept the Base Building Components of the premises in good repair, such components consisting of:
 - a) foundations;
 - b) exterior and load bearing walls, doors and windows;
 - c) floor slabs, structural floors;
 - d) roof, roof membrane and roof deck, columns, downpipes;
 - e) sprinkler system;
 - f) HVAC;
 - g) in connection with the electrical, plumbing, drainage, gas, sewer and utility systems and equipment serving the premises, including hot water tanks/heaters and water meters, to the point of entry to the premises;
 - h) elevators;
 - i) site infrastructure, parking lot and grading; and,
 - j) maintenance, repairs and replacements required to keep the premises in a watertight condition.
- 3) If all or part of Base Building Components require repair, replacement, maintenance or inspections, the Town shall have a reasonable time in which to complete such work, and during such time shall only be required to maintain such services as are reasonably possible in the circumstances.
- 4) The Board shall keep in good condition the interior of the premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner.

- 5) The Board shall immediately give written notice to the Town of any substantial damage that occurs to the premises from any cause.
- 6) Should the Library and Cultural Centre facility be designated as an emergency centre for media coverage in the event of a large-scale emergency in the Town of Bradford West Gwillimbury, the Town shall consider upgrades for necessary business continuity.
- 7) The Library shall cover all utility expenses through expense lines within the budget. Estimates for these expenses will be provided by the Finance Department prior to budget preparations.
- 8) The Town shall maintain snow removal services for major walkways, and lawn/garden maintenance at all present or future Board operated locations to the same standards of other Town owned facilities.
- 9) The Library Building Automated System (“BAS”) is the property of the Library but accessed and managed by the Town. Upgrades and system checks are to be performed by the Town.
- 10) Any Closed-Circuit Television (CCTV) cameras located on the exterior of the building are under the control and ownership of the Town. The CEO may make requests for information of video to footage to the Town, which shall be treated as an internal request for information and responded to promptly. All use of CCTV cameras shall be in accordance with the Town’s Video Surveillance Policy.
- 11) Any Closed-Circuit Television (CCTV) cameras located on the interior of the building are under the control and ownership of the Board. The Town may make requests for information of video to footage to the CEO, which shall be treated as an internal request for information and responded to promptly. All use of CCTV cameras shall be in accordance with the Town’s Video Surveillance Policy.

SCHEDULE "E"

INSURANCE AND RISK MANAGEMENT SUPPORT

- 1) The Library shall receive support from the Town for insurance and risk management and agrees to the following:
 - a) The Library shall adhere to the requirements of the Town's Insurance Risk Management Program.
 - b) The Library shall not knowingly place the Corporation under any undue risk.
- 2) The CEO shall prepare and maintain an asset management plan for the facilities and holdings and shall review and revise the plan annually with the Board and CAO to ensure adequate insurance is in place.
- 3) The Library may, at any time, purchase insurance outside of the Town's policy for additional insurable needs not covered by the Town or covered to the level the Board directs.
- 4) The Board and all officers of the Board, including the CEO shall be included in the liability, indemnification, and Errors & Omissions insurance of the Town.
- 5) Adequate insurance coverage for the Library's facilities and contents including furnishing, capital equipment, and other holdings, shall be provided under the Town's insurance policy. The CEO is responsible for ensuring maintenance of current records of library property for insurance purposes.

SCHEDULE "F"

SHARED TOWN SERVICES

- 1) The Board shall offer Town services through the Library which are appropriate to improved service to the community, provided:
 - a) the delivery of such services is within the scope and skill of Library employees,
 - b) do not require additional Library staff, and
 - c) do not impact on other services provided by employees of the library.
- 2) These services may from time to time be discussed by the CAO and CEO, and this Schedule may be amended as required. These services may include the sale of such items as dog tags, garbage tags, and recycle bins on behalf of the Town.
- 3) Although the priority space usage shall be for paid rentals, the Library and the Town shall provide reciprocal rental space allowances between the Library, and other municipal spaces at no cost to the Library or Town.
- 4) In addition to the aforementioned space usage, it is agreed that the priority space usage for Library rooms, including the Zima and Board rooms, shall be designated for paid rentals or Library programs; however, the Library shall, through mutually agreed upon times and dates, provide access to Library meeting rooms for Council meetings at no charge to the Town.
- 5) The Library shall not charge any Town employees a non-residency fee, regardless of where the employee resides. Conversely, the Town will not charge Library employees a non-residency fee, regardless of where the employee resides. Program and facility access fees may be charged at a rate equivalent to residents.

SCHEDULE “G”

MARKETING AND COMMUNICATIONS SUPPORT

- 1) The Town of BWG and the BWG Public Library & Cultural Centre have an informal mutual aid agreement regarding communications to share resources, increase public reach and prevent duplication of effort.
- 2) This includes the Library providing resources to the Town’s Emergency Control Group in the case of an official emergency, as well as to the Town’s corporate communications department for general communications support as required.
- 3) The Town shall assist the Library in communications regarding events and programs on the Town Website, in the Town’s E-Blasts, and on any no-cost communication methods incorporated by the Town.
- 4) In much the same way, the Library shall support and share content across Library social media to support Town messaging and information.
- 5) To ensure ongoing dialogue and to identify opportunities/needs for support, the Library shall participate in monthly “virtual communications team” meetings with the CAO’s office, Economic Development, and Leisure Events.
- 6) The Town and Library websites shall not duplicate content on each other’s websites; however, the two websites shall include reciprocal links to each other’s websites/content.
- 7) The Library is responsible for managing its marketing materials and any costs associated with marketing, advertising or communication.
- 8) The CEO may consult with the CAO, or designate, for recommendations on media communications.
- 9) The CEO shall inform the CAO or designate of any changes to Library services, staffing or Board/Committee members, or any other information which is promoted on the Town’s website.

SCHEDULE "H"

LEGAL SERVICES SUPPORT

- 1) The Board shall have access to the same legal services provided by the Town to other Boards or committees of Council.
- 2) If the Board utilizes the Town's Legal Counsel, the Town will bill any costs not covered through the Town's retainer back to the Board.
- 3) The parties agree that no costs shall be charged to the Board, unless the cost has been approved in writing by the CEO prior to any expenditure by the Town.
- 4) Should the Board need legal services to pursue any legal action, the Board is encouraged to engage independent legal advice to avoid the potential community perception of a conflict of interest with the Town's Counsel providing legal support to the Board.
- 5) The Town reserves the right to decline any request.

SCHEDULE "I"

PROCUREMENT SERVICES AND SUPPORT

- 1) The Library shall receive support from the Town with respect to the procurement of goods and services.
- 2) The Library shall adhere to the requirements of the Town's Procurement Policy, as amended.
- 3) The Town will provide administrative procurement support pertaining to the development of procurement documents, the facilitation of the procurement process including posting, evaluation, and award.
- 4) The Library agrees to develop the necessary specifications and/or requirements in order to procure the desired good or service.
- 5) The Library shall be responsible for issuing purchase orders and executing resultant agreements in accordance with their delegate authority.
- 6) The Library agrees that it is solely responsible for contract management of any resultant agreement. Town staff may be consulted to provide procurement advice regarding any contract management issues.
- 7) The Board shall approve policy for the procurement of goods and services that shall be used whenever the Library is procuring goods or services independent of the Town. This policy shall meet all standards of the Town's policy and identify roles and limitations of the CEO, Board, or managers.
- 8) The Library may conduct its own tender for goods or services, specific to the functions of the Library, or may request that the Town assist with any tender or procurement process.
- 9) The Library shall have access to any Town procurement discounts and buying rates. As per Vendor requirements, the Library may be required to make requisitions through the Town or under its own account.