

COLLECTIVE AGREEMENT

BETWEEN

THE MISSISSAUGA PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1989

EFFECTIVE

April 1, 1996 - March 31, 1998

COLLECTIVE AGREEMENT

Between

THE MISSISSAUGA PUBLIC LIBRARY BOARD

(hereinafter called "The Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1989

(hereinafter called "The Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees and to recognize the value of joint discussion, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement and, further, subject to the fulfilling of the objectives of the Employer, to give service to the public in accordance with the following principles as affirmed by the Canadian Library Association;

- (a) It is the responsibility of Libraries to facilitate the exercise of the right of access by acquiring and making available books and other materials of the widest variety, including those expressing or advocating unconventional or unpopular ideas.
- (b) It is the responsibility of Libraries to facilitate the exercise of the right of expression by making available all facilities and services at their disposal.
- (c) Libraries should resist all efforts to limit the exercise of these responsibilities while recognizing the right of criticism by individuals and groups.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1989 as the sole and exclusive collective bargaining agent for all full time and part time employees (students employed during the school vacation and persons regularly employed for not more than forty-eight (48) hours per (2) weeks) employed by the Mississauga Public Library Board in the City of Mississauga, save and except Public Service Branch or Department Managers,

2.01 Technical Services Managers, Children's Specialist, Area Managers, Training and

Development Officer, Marketing Officer, Secretary to the Director of Technical Services, Two Public Services Secretaries, Director of Public Service, Director of Technical Services, Director of Automated Services, Chief Librarian, Secretary to the Chief Librarian, Financial Services Clerk, Automated Services Manager, Library Administrator, and hereby agrees to implement the grievance and arbitration procedure concerning all matters included in this agreement and affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of Bargaining Unit

Persons whose positions are excluded from the bargaining unit shall not permanently fill any positions which are presently filled by members of the bargaining unit, nor be used to displace or reduce the hours of work of members of the bargaining unit.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Employer and the Union agree that there be no intimidation, discrimination, interference, restraint, harassment or coercion exercised or practised with respect to any employee by reason of race, sex, age, marital status, political affiliation, religion, creed, nationality or place of residence or in the exercise of any of his/her legal rights.

ARTICLE 4 - RELATIONSHIP

4.01 The parties hereto mutually agree that any employee of the Employer covered by this agreement may become a member of the Union if he/she wishes to do so and may refrain from becoming a member of the Union if he/she so desires. All employees within the bargaining unit shall be required to pay the equivalent of Union Dues, as provided in this Article.

4.02 The Employer shall deduct from each pay cheque any monthly dues in accordance with the Union Constitution and By-Laws. Deductions shall be made from each pay cheque and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month accompanied by the names of employees from whose wages the deductions have been made together with the amount deducted from every employee.

4.03 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and to provide each employee with a copy of the collective agreement. The employer shall draw to the attention of new employees the provisions of Article 14 - Layoffs and Recalls - and the possibility of 'bumping' in the event of layoff.

4.04 The employer agrees to provide documentation to all new and transferring employees concerning who their supervisor will be for reporting purposes. In addition the employer will provide to the Local, copies of documentation such as notices, etc, which announce changes to supervision and/or organization.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes and acknowledges that the management of the employer's operations and direction of the employees are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend employees, and to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that before new rules are enacted and existing rules are altered, a copy shall be given to the executive committee and an opportunity given to them to make representations;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain with the Employer except as limited by the provisions of this agreement.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Employer agrees to recognize a combined full and part time executive committee, a grievance committee of not more than three (3) full time employees and two (2) part time employees of the Library plus the local president or designate and/or a negotiating committee of not more than four (4) full time employees and three (3) part time employees of the Library plus the local President or designate and a Shop Steward in each department except Technical Services where three (3) Shop Stewards will be recognized, appointed or otherwise duly selected by the Union.

6.02 For the purposes of this article, the name and position of each of the committee members and Shop Stewards from time to time selected shall be given to the Employer in writing,

and the Employer shall not be required to recognize any such committee members or Shop Stewards until it has been notified.

- 6.03** The Employer undertakes to instruct all members of its supervisory staff to co-operate with the committee members in the carrying out of the terms and requirements of this agreement.
- 6.04** The Union undertakes to secure from its committee members and members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.
- 6.05** The privilege of committee members to leave their work without loss of regular pay to attend to union business is granted on the following conditions:
- (a) Such business must be between the Union and the management.
 - (b) The time shall be devoted to the prompt handling of necessary union business.
 - (c) The committee members concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
 - (d) The Employer reserves the right to limit such time if it deems that the time so taken may adversely affect the operation of the Library.
- 6.06** All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Chief Librarian or designate, and the Recording-Secretary and /or the Local President of the Union.
- 6.07** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 6.08** Subject to the provisions of Article 6.05 (d), the Union President shall be allowed not more than two (2) unpaid days off per week for full time and two unpaid days off per week for part time Union business.
- 6.09** Committee members who are not regularly scheduled to work on the day of a scheduled negotiations meeting are not eligible for compensation.
- Committee members are not eligible to change shifts for the sole purpose of being scheduled to work on such a day in order to obtain compensation.
- 6.09** Committee members scheduled to work on a day when negotiations are to be held will have their shifts re-scheduled (if necessary) so that their shift will commence at the scheduled time of the negotiations meeting on such days. The committee member will then be paid their regular wage for the time spent at the meeting. At no time will a

committee member be paid more than the normal number of hours they would have been entitled to payment for had their shift not been re-scheduled.

If a negotiations meeting adjourns prior to the end of the committee member's regular or re-scheduled shift, the committee member must choose to do one of the following:

- a) Return to work for the remainder of their shift and receive normal payment for the full duration of their shift for the day.
- b) Not return to work and not be compensated by the employer for time not spent in direct negotiations.
- c) Not return to work and be compensated by the Union for the remainder of their shift not worked.
- d) Not return to work and have the number of hours not worked deducted from their accrued lieu or vacation time provided enough is banked to do so.

ARTICLE 7 - NO STRIKES - NO LOCK-OUTS

7.01 In view of the orderly procedures established by this agreement for the amicable settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there will be no strike, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

ARTICLE 8 - INTERVIEWING

8.01 A representative of the Union shall be given the opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes. Such interview is to take place during the first month of employment at a time and place acceptable to the department head. The purpose of such meeting is to acquaint the new employee of their responsibilities and obligations to the Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable. Also for purposes of Article 9, "supervisor" is deemed to be the non-union supervisor.

9.01 For the purposes of Articles 9, 10, and 11, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays and paid holidays.

9.02 It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to his/her immediate supervisor without resorting to the grievance procedure

below. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor or in the case of a job posting dispute, with the Supervisor concerned. If upon completion of said discussion the matter is not resolved, it may be grieved and disposed of in the following manner:

STEP #1

The employee may submit a written grievance to his/her Branch Head, Head of Technical Services or Business Administrator or in the case of a job posting dispute to the Supervisor concerned. Such grievance must be submitted within ten (10) WORKING days for full time employees; *or ten (10) CALENDAR days for part time employees*, of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved and the committee member, at which time the matter will be discussed. The employee shall be accompanied by his/her committee member. The supervisor shall submit his/her answer in writing within two (2) WORKING days for full time employees; *or two (2) CALENDAR days for part time employees*, of the filing of the grievance at Step #1.

STEP #2

Failing settlement of the grievance at Step #1, or failure of the supervisor to submit his/her reply within the prescribed period, the employee and the committee member shall present his/her grievance in writing to the Chief Librarian or non-union designate of the Employer within five (5) WORKING days for full time employees; *or five (5) CALENDAR days for part time employees* after the reply is received, or should have been received, in Step #1. The Chief Librarian or non-union designate shall convene a meeting of the parties to consider the grievance within five (5) WORKING days for full time employees, *or five (5) CALENDAR days for part time employees*, of the filing of the grievance at Step #2. The grievor shall be represented by the grievance committee and the grievor shall be present. Either party may have outside representation up to two persons provided twenty-four (24) hours notice of such representation is given in advance to the other party. The Chief Librarian or non-union designate shall have seven (7) WORKING days for full time employees; *or seven (7) CALENDAR days for part time employees*, from the date of such meeting to render a decision.

9.03 All policy grievances shall be initiated in writing at the Step #2 level of the grievance procedure.

ARTICLE 10 - ARBITRATION

10.01 Both parties to this agreement agree that any difference or grievance which has been properly carried through all the applicable steps of the grievance procedure outlined in Article 9 and which has not been settled will, at the written request of

either of the parties, be referred to a board of arbitration, within thirty (30) WORKING days for full time employees; or *thirty (30) CALENDAR days for part time employees*, of the Chief Librarian's, or non-union designate's answer at the Step 2 Level of the Grievance Procedure.

- 10.02** (a) The board of arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as chairman chosen by the other two members of the board.
- (b) Either party to this Collective Agreement may invoke the provisions of Section 46 of The Ontario Labour Relations Act and thereby request that a matter for arbitration be referred to a Single Arbitrator.
- 10.03** Within five (5) WORKING days for full time employees; or *seven (7) CALENDAR days for part time employees*, of the request by either party for a board, the other party shall notify the party requesting arbitration in writing of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration may apply to the Labour Management Arbitration Commission requesting appointment of a nominee.
- 10.04** Should the person chosen by the Employer to act on the board and the person chosen by the Union fail to agree to a third person within ten (10) WORKING days for full time employees *or ten (10) CALENDAR days for part time employees*, of the notification mentioned in 10.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as chairman.
- 10.05** For the purposes of this agreement, the decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs. The decision of the board shall be final and binding.
- 10.06** The board of arbitration shall not have any power to alter or change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions, nor to give decisions inconsistent with the terms and provisions of this agreement.
- 10.07** Each of the parties to this agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the chairman.
- 10.08** No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that board of arbitration.

ARTICLE 11 - DISCHARGE AND SUSPENSION

- 11.01** A claim by an employee that he/she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Librarian or non-union designate at Step #2 of the grievance procedure within five (5) WORKING days for full time employees or *five (5)*

CALENDAR days for part time employees, after the employee ceases working for the Employer and, for the purposes of this article, Step #1 shall be waived. Such special grievance may be settled by mutual agreement of the parties, in writing, at any time by:

- (a) confirming the management's action in dismissing or suspending the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties.

11.02 Where the Employer or their authorized agent deems it necessary to take formal disciplinary action against an employee (including disciplinary warnings), such disciplinary actions shall be confirmed in writing.

Employees shall be given prior notice of formal disciplinary meetings and shall have the right to request union representation at such meetings.

11.03 The parties agree that an employee will be notified promptly in writing of any serious concern regarding his/her work performance, following the normal progressive discipline procedure. This notice shall include particulars of the work performance which led to such dissatisfaction with a copy to the personnel file. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her personnel file.

ARTICLE 12 - TIME LIMITS

12.01 For the purposes of Articles 9, 10 and 11 and all grievances processed thereunder, where there is a continuous liability all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as

12.01 prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing. Such extension shall not be unreasonably withheld.

ARTICLE 13 - SENIORITY

13.01 Seniority, as referred to in this agreement, shall mean length of continuous full time and *part time* service. Seniority shall operate on a bargaining-unit-wide basis.

13.02 A full time employee will be considered on probation for a period of six (6) months. *A part time employee will be considered on probation during his/her first 390 hours of work but in no case for less than six (6) months.* An employee will have no seniority rights during his/her probationary period. When an employee acquires seniority his/her seniority shall date back to the day on which his/her full time or *part time* employment began.

13.03 Seniority lists will be revised each six (6) months. A copy of the lists including salary levels will be posted at all work locations with a copy given to the Union. If an employee does not challenge the position of his/her name on the seniority list within the first five (5) working days from the date of posting in writing, provided he/she is at work when the list is posted, then he/she shall be deemed to have proper seniority standing. In the event that the employee is not at work when the list is posted, he/she must object to his/her seniority standing within three (3) working days from the date he/she returns to work.

13.04 Seniority shall terminate and an employee will cease to be employed by the Employer when he/she:

- (a) voluntarily quits his/her employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of twelve (12) months due to lay-off, and in the case of illness/disability is off for a continuous period of twelve (12) months or the accrued sick leave credits, whichever is the greater. The Employer will attempt to provide work where a person has been off the payroll due to illness/disability for more than twelve (12) months or the accrued sick leave credits where such sick leave credits exceed twelve (12) months;
- (d) in the case of a full time employee, accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Employer to be confirmed in writing. Consent is not to be unreasonably withheld;

13.04 (e) *in the case of a part time employee*, is absent without leave of three (3) consecutive scheduled shifts or, in the case of a full time employee is absent without leave for five (5) consecutive days during which time he/she has not contacted his/her department head or their designate, and provided an explanation for their absence;

- (f) fails to respond or report for work within five (5) WORKING days for full time employees; or *five (5) CALENDAR days for part time employees*, after date of receipt of a registered letter from the Employer following a lay-off, unless absent for a reason satisfactory to the Employer;

- (g) has been certified by a doctor employed by the Workers' Compensation Board as being totally disabled;
- (h) *in the case of a part time employee* is not actively employed for a period of six (6) months, however this part shall not apply to employees absent from work as provided for in part (c) of this section, nor in the case of part time employees absent due to approved Leave of Absence or extensions to maternity and adoption leaves;

13.05 It shall be the duty of each employee to notify the personnel office of the Employer promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

13.06 No employee shall be transferred to a position outside of the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, his/her accumulated seniority in accordance with Article 13.03 shall be retained should he/she return to the bargaining unit at a later date. Seniority will not be accumulated for time spent outside of the bargaining unit in excess of seventeen (17) weeks.

13.07 *Part-time employees becoming full time, shall be credited for fifty percent (50%) of each full month of part-time service for the purpose of vacation entitlement only. For the purpose of this Article, half a month equals fifteen (15) days.*

13.08 The employer agrees on behalf of the Corporation of the City of Mississauga and the Library Board, that employees transferring from/to the Library to/from the City will be entitled to: computation of the OMERS pension; Sick Leave, dependant upon the plan in effect in the department to which the employee transfers, and vacation dependant upon the plan in effect in the department to which the employee transfers.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 In the event of a lay-off, employees shall be laid off in reverse order of their seniority provided their replacement has the necessary ability to perform the duties of the position.

14.01 Similarly, employees shall be recalled in order of their seniority provided they have the necessary ability to perform the duties of the position.

14.02 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days for full time employees *or ten (10) calendar days for part time employees*, prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, he/she

shall be paid for the days for which work was not made available.

14.03 The Employer agrees that it will discuss with the Union and the employees a scheduled lay-off prior to its implementation and that it will use every reasonable effort to assist employees affected by a lay-off to find alternative employment.

14.04 An employee on lay-off shall not lose his/her recall rights if, when recalled for a period of eight (8) weeks or less, he/she refuses to return to work.

ARTICLE 15 - VACANCIES

15.01 All cases of vacancy, promotion and transfer, shall be based on the following factors:

- (a) skill, competence and efficiency; and
- (b) seniority.

Where, in the judgement of the Employer, the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

ARTICLE 16 - JOB POSTING

16.01 When a vacancy occurs or a new position is created, inside or outside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's work place for a minimum of one (1) week so that all members will know about the vacancy or new position. However, it is understood and agreed that the filling of a position outside of the bargaining unit shall not be the subject matter of a grievance.

16.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, shift, wage or salary rate or range. A job posting shall state: "This position is open to male and female applicants."

16.03 No outside applicant for any vacancy within either bargaining unit shall be considered until any unsuccessful applicant within either bargaining unit has received written notification.

16.04 A full time position shall not be considered a permanent vacancy when the employee is not at work because of sickness, accident or leave of absence for nine (9) months or less.

16.05 The successful applicant shall be placed on trial for a period of three (3) months for full time employees *or three hundred (300) hours for part time employees*. During the trial period, in the event the successful applicant proves unsatisfactory, is unable to perform the duties of his/her new classification or requests return to his/her former position, he/she shall be returned to his/her former position without loss of seniority or former salary. During the trial period the Employer shall fill

the vacancy created by the applicant on a temporary transfer basis.

16.06 Notification to Employee and Union

Within five (5) WORKING days for full time employees; or *fourteen (14) CALENDAR days for part time employees*, of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

16.07 Subject to Article 16.04, temporary full time positions shall be considered permanent after six (6) months but may be extended to a maximum of nine (9) months by mutual agreement.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 The Employer shall grant a leave of absence without pay or loss of seniority if an employee requests it in writing at least ten (10) working days in advance of said leave. Such request shall be submitted to the department head and approved by the Chief Librarian provided such leave is for good and sufficient reason and does not unreasonably interfere with the efficient operations of the Employer. Under this article pregnancy and parental leave extensions may be requested. Such requests shall not be unreasonably withheld.

In the case of an unpaid Leave of Absence for a full time employee, normal benefits coverage will remain in effect until the end of the month in which the employee goes absent. Thereafter benefits coverage will continue only if the required premiums are paid by the employee.

17.02 Leave of absence without pay, and without loss of benefits or seniority, shall be granted to attend union conventions or conferences, provided however that such leaves will not total more than fourteen (14) WORKING days per year for full time employees, *or not more than ten (10) WORKING shifts for part time employees*, and no more than two persons shall for full time, or *may for part time*, be granted leave at any one time, provided it does not interfere with the efficient operations of the Employer. Such leave is not to be unreasonably withheld. Such request is to be given to the Chief Librarian at least ten (10) WORKING days for full time employees, or *five (5) WORKING shifts for part time employees*, in advance.

17.03 The Employer recognizes the right of the employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without loss of seniority, and without pay, so that employees may be candidates in a federal, provincial or municipal election.

17.04 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall

be granted leave of absence without loss of seniority, and without pay, for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office, and must be approved by the Union.

17.05 An employee shall be allowed the necessary time off with pay to process his/her Canadian Citizenship Application, not exceeding one (1) day.

17.06 Medical Care Leave

Full time employees shall be allowed up to fourteen (14) hours per annum paid leave of absence in order to engage in personal preventive medical and dental care. Employees may be required to show proof of such dental or medical care.

17.07 *Part time employees may request an unpaid leave of absence through their supervisor when they are ill or disabled and unable to work or suffer a bereavement. Such requests shall not be unreasonably withheld.*

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

18.01 Upon request to the Employer, an employee elected or appointed to office in a national or provincial library organization shall be granted every assistance deemed possible by the Employer.

18.02 For Full Time Employees: Where an employee wishes to participate on his/her own time in a course of training or education, which is not essential to the performance of his/her duties but which, in the opinion of the Employer, will provide a skill or knowledge of value to the library system, upon approval the Employer will pay one half of the course fee upon registration and the second half upon the employee's successful completion of the course.

18.03 Subject to financial ability, the Employer will endeavour to send employees to the annual conference of the Provincial and National Library Organizations. If an employee has specialist qualifications, he/she may attend an annual conference in his/her subject specialization in lieu of a library conference. An employee who serves as an executive official in the said organization shall receive first consideration.

18.04 The Employer, subject to financial ability, shall give employees the opportunity to participate in seminars, workshops or short courses, with the agreement of his/her department head. At the discretion of the Employer, an employee shall be given necessary assistance to undertake library-oriented research and projects.

ARTICLE 19 - BEREAVEMENT LEAVE (Full time employees only)

19.01 An employee will be allowed three (3) days off with pay in the event of the death of his/her spouse, common law spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparents, former guardian (maximum of two) to make arrangements for and attend the funeral. Up to two additional days may be allowed with pay by the Department Head for travelling purposes to and from the funeral.

ARTICLE 20 - PAID JURY OR COURT WITNESS LEAVE

20.01 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee his/her normal earnings provided he/she turns over to the Library the amount received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received.

For full time employees: Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

For part time employees: Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment where they are acting on behalf of the Library shall be considered as time worked at the appropriate rate of pay.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

21.01 Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the

- estimated day upon which delivery will occur.
- 21.01** (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 21.01 (h) Parental Leave.

- (b) An employee who does not apply for leave of absence under 21.01 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.01 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his/her opinion, delivery will occur or the actual date of her delivery.
- (c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.
- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began.
- (e) Such absence is not an illness under the interpretation of this agreement.
- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- 21.01** (h) Parental Leave

- (i) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care of custody of the employee, shall be entitled to parental leave.
- (ii) A “parent” includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks’ written notice of the day.
- (v) For the purposes of Parental leave, the provisions under 21.01 (d) (e) and (f) shall also apply.

21.02 Any employee who is pregnant and who is scheduled to work with video display terminals (VDT’s) shall, upon her request, be temporarily assigned to other duties within the bargaining unit. Such assignment shall be without loss of pay or benefits for the period between such request and the commencement of her leave of absence as provided in Article 21.

ARTICLE 22 - DATE OF RETIREMENT

22.01 The date of retirement for employees shall be on the last day of the month in which the employee turns sixty-five (65) years of age.

ARTICLE 23 - WAGES

23.01 Schedules “A” and “B” attached hereto headed Wages and Classifications are hereby made part of this Agreement.

23.02 The Employer shall pay salaries and wages in accordance with Schedules “A” and “B”, attached hereto and forming part of this Agreement. Payment of salaries and wages shall be every second Friday.

ARTICLE 24 - PAID HOLIDAYS

24.01 (a) For Full time employees: The following paid holidays, regardless of when they fall, will be granted with pay to all employees:

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

One Floater Holiday is to be taken and any other day proclaimed by the Lieutenant-Governor of Ontario or the Governor General of Canada. An employee shall provide his/her immediate supervisor with five (5) working days notice prior to taking the floater holiday.

The Library shall close at 1:00 p.m. on Christmas Eve and at 5:00 p.m. on New Year's Eve. Employees shall work one-half day (3 1/2 hours) as scheduled at straight time during each of these days, and shall receive a regular full day's pay for each of these days. Starting times shall be varied to provide sufficient coverage for the half day before Christmas and the half day before New Year's. For the purposes of this article, the half day shall be deemed to be the last scheduled working day prior to the said holiday.

(b) For Part time employees: The following paid holidays, regardless of when they fall, will be granted with pay to all part time employees:

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>

24.02 Payment for such holidays shall be based on the employee's regular rate of pay he/she would normally have earned on such day. When any of the said holidays fall on other than a regular working day, the Employer may designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated.

24.03 (a) For Full time employees: To qualify for payment for the above days, the employee must work the scheduled shift before and the scheduled shift after such holiday, except in the event of sick leave, vacation, bereavement leave or paid jury or court leave. In the case of an unpaid leave of absence of ten (10) working days or less payment will be made for the holiday provided the employee works either the scheduled shift before or the scheduled shift after such holiday.

(b) For Part time employees: To qualify for payment for the above days, the employee must be employed for three (3) months or more; must earn wages on twelve (12) days of the four (4) work weeks preceding the holiday; must work his/her scheduled regular day of work preceding or following the holiday. Any changes in the Employment Standards Act will be reflected in this Clause.

24.04 Where for any cause an employee works on any of the above holidays, such employee shall be entitled in each instance to payment for only the hours so worked at the rate of time and one half (1-1/2) plus a paid day off in lieu of the said holiday for full time employees, or the rate of double time and a half (2-1/2) for part time employees. Such day off in lieu is to be mutually agreed upon between the employee and the immediate non-union supervisor or Chief Librarian. All work on a holiday shall be on a voluntary basis, as per Article 28.03.

ARTICLE 25 - VACATIONS

25.01 The vacation year shall be from July 1st of one calendar year to June 30th of the following calendar year.

25.02 For full time employees: Vacation entitlement shall be based on the number of completed years of service as of July 1st in the year following the vacation year and shall be calculated on the amount of service, in each vacation year. In the case of an employee off work on an unpaid leave of absence (except maternity leave), vacation entitlement shall be reduced on a pro-rated basis for every twenty (20) consecutive working days of absence in each vacation year.

25.03 (a) For full time employees: Vacation shall be calculated on the following basis:

(i) in the first year of employment, vacation credits shall be on the basis of one (1) day for each month of service to a maximum of ten (10) days vacation with pay; thereafter

(ii) an employee who has completed one (1) year of service as of June 30th, immediately preceding the vacation year, shall receive ten (10) days vacation with pay;

(iii) an employee who has completed two (2) years of service as of June 30th, immediately preceding the vacation year, shall receive fifteen (15) days vacation with pay;

25.03 (iv) an employee who has completed four (4) years of service as of June 30th,

immediately preceding the vacation year, shall receive twenty (20) days vacation with pay;

- (v) an employee who has completed eighteen (18) years of service as of June 30th, immediately preceding the vacation year, shall receive twenty-five (25) days vacation with pay;

(b) *For part time employees: Vacation will be granted on the following basis:*

- (i) *Employees with less than one (1) year continuous service will receive one (1) day of unpaid vacation for each month of continuous service to a maximum of ten (10) calendar days.*
- (ii) *Employees with more than one (1) year of continuous service will receive two (2) weeks of vacation unpaid.*
- (iii) *Vacation pay will be calculated at the rate of four percent (4%) of the gross calendar pay earnings and will be paid to the employee on the final pay of the calendar year.*

25.04 For full time employees: Vacation pay shall constitute the normal day's salary per day for each day of paid vacation.

25.05 Full time employees who wish to take their vacation prior to June 30th of a vacation year, but after January 1st of the same vacation year, may be allowed to take the full vacation credits that they would otherwise accrue as of the end of the said vacation year.

25.06 Full time employees who wish to take their vacation prior to January 1st of the said vacation year, but after July 1st of the said vacation year, may be allowed to do so. However, such employee will be allowed to take vacation only to the extent of earned vacation credits at the time the vacation is taken.

25.07 For full time employees: Vacation leave shall be taken at a time suitable to the needs of the Library.

25.08 For full time employees: Should one or more holidays as set out in Article 24.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off.

25.09 A full time employee shall be entitled to receive four (4) weeks in an unbroken period.

25.10 The regular vacation period may be extended as unpaid leave of absence after six (6) months of continuous employment when approved by the Chief Librarian.

25.11 Where a full time employee qualifies for sick leave (supported by a doctor's certificate) during his/her vacation period, the employee shall be allowed to substitute unused

sick leave credits to the extent of the illness. The unused balance of vacation credits so affected shall be taken at a time or times suitable to the employee and the department head.

ARTICLE 26 - SICK LEAVE (Full time employees only)

26.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or other licensed medical practitioners or dentist, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

26.02 Sick Leave Entitlement

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month an employee is employed.

26.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for his/her future benefits.

26.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more and less than a full day, shall be deducted as one-half the number of hours in the scheduled working day.

26.05 Proof of Illness

An employee may be required by the employer to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness.

26.06 Sick Leave during Leave of Absence and Lay-off

When an employee is given paid leave of absence for any reason he/she shall receive sick leave credit for the period of such absence on his/her return to work and shall be entitled to use such sick leave credits upon their return. When an employee is laid off on account of lack of work he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such lay-off.

26.07 Extension of Sick Leave

No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits, subject to Article 13.04.

26.08 Sick Leave Records

Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

26.09 The Employer shall maintain its present practice regarding payment of one half (1/2) of the unused sick leave credits in the case of legitimate retirement. Unused credits are to be paid out in the following manner:

- (a) one half (1/2) of the unused credits up to a maximum of three (3) months salary in the case of early retirement at age 55.
- (b) one half (1/2) of the unused credits up to a maximum of six (6) months salary in the case of normal retirement at age 65.
- (c) pro-rating of pay-outs for unused sick leave credits for persons who retire between the ages of 55 and 65, said pro-rating to be based on the three-month (3) and six-month (6) maximum.

26.10 Any full time member of C U P E, Local 1989 hired after 1 October 1984, will be covered by a Disability Income Programme and not the foregoing Sick Leave Credit Plan. This Programme is fully paid for by the Library and operates as follows:

Eligibility

All permanent full time employees are eligible to receive the following benefits after three months of continuous service.

The purpose of the Short Term Disability Income Programme is to provide permanent full time employees with income security when they are unable to work due to non-occupational illness or injury from the onset of illness through its duration.

Benefit Entitlement

<u>Length of Service</u>	<u>100% of Regular Salary</u>	<u>75% of Regular Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1 yr	Nil	24 weeks
1 year but less than 2 years	3 weeks	21 weeks
26.10 2 years but less than 3 years	6 weeks	18 weeks

3 years but less than 4 years	9 weeks	15 weeks
4 years but less than 5 years	12 weeks	12 weeks
5 years but less than 6 years	15 weeks	9 weeks
6 years but less than 7 years	18 weeks	6 weeks
7 years but less than 8 years	21 weeks	3 weeks
8 years or more	24 weeks	Nil

Also up to six (6) paid non-cumulative days per calendar year to provide income for illness/disability of three (3) working days or less.

General

Benefits will be applicable for up to twenty-four (24) weeks for each separate period of disability. Periods of disability due to the same or related cause or causes will be considered as one period of disability if separated by less than twenty (20) consecutive working days.

FULL or 100% salary benefits for an employee will be limited in any calendar year to the number of weeks entitlement indicated by length of service and grade level. Subsequent absences will receive 75% benefits for their duration in accordance with the policy.

Benefits will commence from the first day of disability for the first three incidents of short term absence exceeding three (3) working days in a calendar year.

Benefits will commence from the fourth (4th) day of disability for the fourth (4th) and subsequent incidents of short term absence exceeding three (3) working days in a calendar year.

Benefits once established will not be affected by any salary adjustment occurring during the absence until a new claim has been established in accordance with the policy.

Employees who have completed three (3) months of service will be allowed up to six (6) paid non-cumulative days per calendar year to provide income for illness or disability of three (3) working days or less.

Entitlement will be based on a ratio of one half (1/2) day per calendar month of active employment in the calendar year, back to the original date of service. In this regard, an employee must work at least half of the working days in their first calendar month of employment in order to receive a credit for that month.

Short Term Benefits will only be paid after the employee supplies the Library with satisfactory medical evidence of disability if requested to do so. In certain cases the Library may request satisfactory medical evidence prior to payment of benefits for any of the six (6) non-cumulative days for illness or disability.

26.10 After an absence of one hundred and twenty (120) working days the employee may apply for Long Term Disability (LTD), provided they have purchased such coverage.

ARTICLE 27 - HOURS OF WORK

27.01 The following paragraph 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.

27.02 (a) The normal hours of work for those full time employees not included in "flex time" (Article 27.03) shall be seven (7) hours per day, Monday to Saturday, over an elapsed time of not more than eight (8) hours inclusive of up to one (1) hour unpaid lunch break. The normal work week shall be between the hours of 9:00 a.m. to 9:00 p.m. Saturday hours, 9:00 a.m. to 5:00 p.m.

Notwithstanding the foregoing paragraph, the parties agree that one employee will work if required to do so, on Sundays between the hours of 12 noon and 5:30 p.m. for the purpose of opening and closing the Library.

(b) *For part time employees: The normal bi-weekly hours of work shall not exceed forty-eight (48) hours. It is understood that additional hours worked on a Sunday are not included in the above mentioned maximum. The work day shall not commence before 7:00am, nor finish later than 9:00pm Monday to Friday. Saturday hours shall be between 7:30am and 5:00pm.*

The working hours for positions directly related to the operation of the computer will be flexible within the hours 7:00am to 12:00 midnight as required.

Notwithstanding the foregoing paragraph, the parties agree that one employee will work if required to do so, on Sundays between the hours of 12:00 noon and 5:30pm, for the purpose of opening and closing the Library.

27.03 Flex Time - Daily and Weekly Hours (Full time employees only)

The work day shall not commence before 7:00 a.m. nor finish later than 9:00 p.m., Monday to Friday. Saturday hours shall be between 7:30 a.m. and 5:00 p.m. The working hours for positions directly related to the operation of the computer will be flexible within the hours of 7:00 a.m. to 12:00 midnight as required. The total number of normal hours shall not exceed seventy (70) hours in any two week schedule. An unpaid lunch break of not less than one half (1/2) hour but up to one (1) hour shall be provided during each shift.

27.04 Full time employees only: Subject to Article 27.03, work schedules shall not include more than one (1) Saturday in two (2) where possible and, in any case, not more than two (2) Saturdays in any two (2) consecutive schedules. Schedules may provide for not more than one (1) shift in any twenty-four (24) hour period, commencing from 12:01am and for not

27.04 more than four (4) evening shifts in any two-week schedule. No schedule shall include a

work break of more than one (1) hour (lunch period) between the first and second half of any shift.

27.05 Shift schedules shall be posted two (2) weeks in advance of implementation.

27.06 Employees shall not be permitted to change shifts once scheduled without prior permission from the respective supervisors. Requests for such change shall be made at least forty-eight (48) hours prior to such change being made.

27.07 Employees who are unable to report for work on any shift shall advise their supervisors at the earliest opportunity prior to commencement of said shift.

27.08 (a) For all full time employees: There shall be two (2) fifteen-minute rest periods for all full time employees to be taken, one in the first half and one in the second half of each shift, in an area made available by the Employer.

(b) *For part time employees: There shall be one (1) fifteen-minute rest period for every four (4) consecutive hours worked.*

27.09 Lieu Time

1. All time requested by an employee to be worked outside the normal scheduled hours of work must be pre-approved by the individual manager.
2. All time earned with approval of the manager will be properly recorded in Time and Attendance/COMET.
3. All time taken must be pre-approved by the individual manager, and may only be taken if there is adequate time earned available and must be recorded upon the date taken as mutually agreed to.
4. Employees shall be allowed to bank Statutory Holiday Time and/or Lieu Time to maintain no more than twenty-four (24) hours in time earned excluding overtime hours which are addressed separately in the Collective Agreement under Article 28.04. Statutory Holiday Time after the twenty-four (24) hour maximum has been attained will be scheduled as time off by the Library.
5. It is understood that Lieu Time as referred to herein will be taken only by mutual agreement.
6. In circumstances where pre-approval by the manager is not possible and the posted shift schedule times are not met, the employee shall, with manager approval, be allowed to:

- 27.09**
- (a) make up any time lost, or
 - (b) have such time deducted from available time earned: (lieu time, floater, vacation), or

(c) be docked pay.

7. For the purposes of the policy Lieu Time means "Lieu 1.0" in Time and Attendance/COMET or Code 026 on Payroll transmittal sheets.

ARTICLE 28 - OVERTIME

28.01 (a) For full time employees: Overtime shall mean all time worked at the Employer's request before or after the normal work day and the normal work week or on a holiday, or in the case of employees working under the provisions of Article 27.03, Flex Time, any hours other than hours which could be properly scheduled under that Article, or on a holiday.

(b) *For part time employees: Overtime will be paid in accordance with the provisions of the Employment Standards Act.*

28.02 For full time employees: Overtime worked before and after the regular scheduled daily hours shall be paid for at the rate of time and one half (1 1/2) for the first three (3) hours and double time for all hours after, or lieu time off at the rate of one and one half (1 1/2) time off for each hour of overtime worked.

28.03 (a) For full time employees: All overtime shall be on a voluntary basis. All authorized overtime work performed on a Sunday shall be compensated at the rate of time and one half (1 1/2) the normal rate. All authorized overtime work performed on a paid holiday shall be compensated in accordance with Article 24.04.

(b) *For part time employees: All time worked on Sundays will be paid at time and one half (1 1/2) the normal rate.*

28.04 For full time employees: Instead of cash payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rate. An employee may accumulate up to a maximum of five (5) working days which may be taken off consecutively at a time mutually agreed upon by the employee and his/her Branch or Department Head.

28.05 Sunday hours shall be between 1:00 p.m. and 5:00 p.m. Work performed on a Sunday shall be on a voluntary basis and shall be paid at the rate of time and one half (1 1/2). Where adequate numbers of employees do not volunteer to work, in order to ensure proper staffing, the Library shall assign the required number of qualified employees to do the work in reverse order of seniority.

ARTICLE 29 - WELFARE (Full time employees only)

29.01 The Employer agrees to make available to all actively employed persons only the benefits as outlined in Schedule "C" in accordance with the present practice.

ARTICLE 30 - MEAL ALLOWANCE (Full time employees only)

30.01 An employee required to work three (3) hours or more overtime before or after his/her regular daily scheduled hours shall be provided with an allowance of four dollars and fifty cents (\$4.50) by the Employer.

ARTICLE 31 - CALL-BACK PAY (Full time employees only)

31.01 An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 32 - BULLETIN BOARDS

32.01 The employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices.

32.02 The employer agrees that the Union may utilize the Library's computer system for the purpose of conducting certain types of union business, such as the scheduling of Union meetings, however, it is understood that all such business must be pre-approved by the Chief Librarian or designate prior to release of any information on the computer system. Such approval will not be unreasonably withheld.

ARTICLE 33 - COPIES OF RESOLUTIONS

33.01 Copies of all resolutions and minutes of the Board, which affect the members of the Union, adopted and accepted by the Library Board at regular monthly meetings are to be forwarded to the Recording-Secretary of the Union and posted on all bulletin boards. The foregoing shall not apply to minutes of "In-Committee" meetings.

ARTICLE 34 - CAR ALLOWANCE

34.01 Mileage rates paid to employees using their own cars on Employer business with the approval of the Employer shall be on the following basis:

41.2 cents per km for the first 600 km per month
20.7 cents per km for the next 1400 km per month
15.0 cents per km for the next 2000 km per month

ARTICLE 35 - U.I.C. REBATE (Full time employees only)

35.01 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12th) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

ARTICLE 36 - TECHNOLOGICAL CHANGE

36.01 At least ninety (90) days prior to the introduction or implementation of substantial technological change or substantial changes in mechanization affecting Library employees, the Library shall by written notice, furnish the Union with full information of the planned changes as soon as reasonably practical. After the foregoing notice has been given, representatives of both parties shall meet for the purpose of engaging in effective consultation with a view to resolving any issues which may concern the employment status of any Library employee.

ARTICLE 37 - HEALTH AND SAFETY COMMITTEE

37.01 A Health and Safety Committee will be established according to the guidelines contained in the agreement between the parties dated 7th June 1989. The committee will represent both full and part time employees.

ARTICLE 38 - PERSONNEL RECORDS

38.01 Nothing shall be placed in an employee's personnel file concerning poor performance without the employee's knowledge.

An employee shall have the option of adding their own comments to their personnel file should there be a matter to which they choose to respond.

The Library agrees that for purposes of filling job vacancies, information pertaining to the individual's performance during the period of time covered by the employee's last three regular annual performance appraisals will be the only information considered from the employee's personnel file.

ARTICLE 39 - CLOTHING ALLOWANCE

39.01 Effective April 1, 1996 the Library will provide a winter parka to employees where deemed appropriate by the Library according to the nature of the employee's job responsibilities. Replacement will be at the sole discretion of the Library.

39.02 Effective April 1, 1996 the Library will provide a safety boot allowance of seventy dollars (\$70.00) to employees where deemed appropriate by the Library according to the nature of the employee's job responsibilities. Replacement will be at the sole discretion of the Library.

ARTICLE 40 - TERMINATION

- 40.01** This Agreement shall remain in full force and effect from *April 1, 1996 to March 31, 1998* and, shall continue in force from year to year unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party furnishes the other with notice of termination or of proposed revision of this Agreement.
- 40.02** Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new agreement is executed or until conciliation has been completed.

SIGNED at this day of 1997.

FOR THE UNION

A. NICHOLS

D. CRICHTON

J. WINNICKI

D. KELLY

G. MARKOVITS

A. MACLEAN

L. PADDISON

FOR THE LIBRARY BOARD

D. MILLS

B. QUINLAN

B. SMITH

E. DRAYCOTT

DATED: _____

SCHEDULE "A" Appendix "A"
 FULL TIME WAGES AND CLASSIFICATIONS
 EFFECTIVE APRIL 1ST 1996

BAND	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
	<u>START</u>	<u>6 MONTHS</u>	<u>18 MONTHS</u>	<u>30 MONTHS</u>	<u>42 MONTHS</u>
LA	22,800	23,862	24,925	25,989	27,053
LB	22,800	23,862	24,925	25,989	27,053
LC	24,927	26,100	27,266	28,438	29,603
LD	24,927	26,100	27,266	28,438	29,603
LE	24,927	26,100	27,266	28,438	29,603
LF	24,927	26,100	27,266	28,438	29,603
LG	24,927	26,100	27,266	28,438	29,603
<hr/>					
PROFESSIONAL REVIEW PERIOD	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>	<u>36 MONTHS</u>	<u>48 MONTHS</u>
LH	32,038	33,609	35,209	36,809	38,408
LJ	39,030	41,470	43,909	46,348	48,737

Full time employees other than Professional Librarians who are hired at Level I of Grades LA to LJ may be advanced to the second level of their salary grade after six (6) months experience in that position, subject to a satisfactory performance appraisal.

One year from that date, and annually thereafter, the employee's performance will be appraised by the Chief Librarian and the employee may receive a merit increase to the next higher level in their salary grade, until Level 5 has been reached.

A promotion will provide a minimum increase of four percent (4%). Following any promotions, the anniversary date for the employee's next review will be in accordance with the above Schedule.

No employee will receive a salary in excess of the maximum established for their salary grade.

SCHEDULE "B" Appendix "B"
PART TIME WAGES AND CLASSIFICATIONS

EFFECTIVE APRIL 1ST 1996

BAND	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
	<u>START</u>	910 Hrs <u>Worked</u>	2730 Hrs <u>Worked</u>	4550 Hrs <u>Worked</u>	6370 Hrs <u>Worked</u>
LA	12.53	13.11	13.70	14.28	14.86
LB	12.53	13.11	13.70	14.28	14.86
LC	13.70	14.34	14.98	15.63	16.27
LD	13.70	14.34	14.98	15.63	16.27
LE	13.70	14.34	14.98	15.63	16.27
LF	13.70	14.34	14.98	15.63	16.27
LG	13.70	14.34	14.98	15.63	16.27
LY	6.85	7.00 (After 390 hours)			
LZ	8.81	9.21	9.62	10.02	10.42
PROFESSIONAL					
REVIEW PERIOD	<u>START</u>	1820 Hrs <u>Worked</u>	3640 Hrs <u>Worked</u>	5460 Hrs <u>Worked</u>	7280 Hrs <u>Worked</u>
LHX	18.33	19.20	20.08	20.95	21.83
LJ	21.45	22.79	24.13	25.47	26.81

SCHEDULE "C"Appendix "C"
(Applies to full time employees only)

<u>Benefit</u>	<u>Employer Contribution of Premium</u>
BASIC LIFE INSURANCE 2x Annual Salary, \$100,000.00 max benefit	100%
O.H.I.P.	100%
O.M.E.R.S.	50%
DENTAL PLAN - Basic Coverage - Preventive Care	100%
DENTAL PLAN - Optional Coverage Orthodontic and Major Restorative Services (to include Root Canals and Dentures for those employees who wish to purchase such coverage)	50%
DENTAL ODA COVERAGE 1992 ODA	
EXTENDED HEALTH CARE PLAN TO INCLUDE: Vision Care @ \$150/24 mths. Hearing Aids @ \$200/2 years Deluxe Out of Country coverage	100%
L T D (optional) Monthly max benefit of \$2000	50%
GROUP LIFE (optional)	0%
A D & D, 1 1/2 x annual salary, \$100,000.00 maximum benefit	100%
SICKNESS & DISABILITY	100%
SEMI-PRIVATE	100%
RETIREE LIFE INSURANCE \$2000 upon approved retirement	100%
RETIREE BENEFIT COVERAGE For employees retiring on an unreduced pension after 10 years of service with coverage to age 65	
Life Insurance 1 times annual salary to max of \$50,000	50%
A D & D 1 times annual salary to max of \$50,000	50%
Major Medical \$10,000 lifetime benefit maximum to age 65	0%

NOTE: Changes to both AD & D and Basic Life Insurance effective February 19, 1997.

LETTER OF UNDERSTANDING Appendix "D"

between

MISSISSAUGA PUBLIC LIBRARY BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1989

RE: GOVERNMENT GRANT TEMPORARY EMPLOYEES

This Letter is to confirm the understanding reached between the parties during 1985 negotiations, concerning the use of Government Grant Temporary employees.

The parties agreed that during the term of the Collective Agreement which is effective April, 1996, to March 31, 1998, Government Grant Temporary employees will be covered by all provisions of the Collective Agreement excluding Schedules "A", "B", "C", and Articles 13 and 14. The employer shall supply the Union with a list of all said employees every 30 days from the date of hire with a description of jobs to be performed.

AGREED TO BY:

FOR THE UNION

FOR THE LIBRARY BOARD

A. NICHOLS

D. MILLS

D. CRICHTON

B. QUINLAN

J. WINNICKI

B. SMITH

D. KELLY

E. DRAYCOTT

G. MARKOVITS

A. MACLEAN

L. PADDISON

Dated this day of 1997

LETTER OF UNDERSTANDING

Appendix "E"

between

THE MISSISSAUGA PUBLIC LIBRARY BOARD

and

C U P E LOCAL 1989

RE: HEALTH AND SAFETY

It is agreed that within two (2) months of ratification, that the Chief Librarian will write a letter to the Joint Health & Safety Committee setting forth the practices and guidelines with respect to VDT's for their review and recommendations to be referred back to the Chief Librarian for possible future implementations.

AGREED TO BY:

FOR THE UNION

FOR THE LIBRARY

A. NICHOLS

D. MILLS

D. CRICHTON

B. QUINLAN

J. WINNICKI

B. SMITH

G. MARKOVITS

E. DRAYCOTT

D. KELLY

A. MACLEAN

L. PADDISON

DATED: _____

LETTER OF UNDERSTANDING Appendix "F"

between

THE MISSISSAUGA PUBLIC LIBRARY BOARD

and

C U P E LOCAL 1989

Pay Equity Maintenance

It is agreed that the parties will meet jointly to ensure the maintenance of Pay Equity in accordance with the Pay Equity Act. The first meeting shall be within 30 days of ratification.

It is agreed that all time spent to ensure the maintenance of Pay Equity will be paid in accordance with 6.09.

AGREED TO BY:

FOR THE UNION

FOR THE LIBRARY

A. NICHOLS

D. MILLS

D. CRICHTON

B. QUINLAN

J. WINNICKI

B. SMITH

G. MARKOVITS

E. DRAYCOTT

D. KELLY

A. MACLEAN

L. PADDISON

DATED: _____

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