

COLLECTIVE AGREEMENT BETWEEN
MILTON PUBLIC LIBRARY BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4366
FULL-TIME AND PART-TIME CONTRACT
January 1, 2006 - December 31, 2006
AGREEMENT

BETWEEN: THE MILTON PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4366
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.01 It is the purpose of both parties to this Agreement:

- i) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- ii) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- iii) To encourage efficiency in operations;
- iv) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union; and

1.02 To set forth the rates of pay, the hours of work and those conditions of work which have been agreed upon between the Parties including procedures in the event of grievances or complaints and negotiations to amend this Agreement at termination.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Management of the Library and the direction of the working forces, including the right to direct, plan and control Library operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the Library in the traditional manner is vested exclusively in the Employer subject to the express provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 Bargaining Units

The Union is the sole collective bargaining agent for all employees of the Milton Public Library Board in the Town of Milton save and except the Chief Executive Officer and Treasurer to the Library Board, Deputy Chief Librarian, Library Operations Officer, Financial and Human Resources Officer, and Student Pages.

3.02 Definition of Temporary Worker

A Temporary Worker in this Agreement is defined as a person employed for the purpose of performing a temporary assignment of not more than six (6) month's duration except that in the case of Pregnancy/Parental Leave in excess of six (6) months, a Temporary Worker may be employed for the duration of the leave.

A Temporary Worker shall not in any way displace regular employees. Vacations for such workers shall be in accordance with the Employment Standard Act and such workers shall not be entitled to Fringe Benefits.

A Temporary Worker shall not accumulate seniority except that a Temporary Worker who is subsequently appointed to the probationary staff shall have his/her seniority dated back to the commencement of his/her last temporary assignment provided that there has not been an intervening employment break with the Employer of more than one month between completing the temporary assignment and the probationary appointment. Except for the foregoing, a temporary employee shall be entitled to all rights and privileges of this Agreement except the right to grieve his/her discharge. Notwithstanding the foregoing an employee who accepts an assignment as a Temporary Worker shall have his/her bargaining unit rights continue during the temporary assignment.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Agreement except by the mutual consent of the representatives of the Employer and the Union.

3.04 Management Doing Bargaining Unit Work

Employees excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the layoff or discharge of such employees.

ARTICLE 4 - RESPONSIBILITIES OF THE PARTIES

4.01 No Discrimination

The Employer and the Union agree that there shall be no intimidation, discrimination, interference or coercion exercised or practised with respect to any employee for any reason.

4.02 No Strikes - No Lockouts

The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

4.03 Union Responsibility

The Union agrees that there will be no membership solicitation during working hours except as provided in this Agreement. Working hours do not include the meal period and paid rest period.

4.04 Board Meetings

The Employer agrees to post notice of Board meetings and a report of the proceedings of the Board meetings on the "All Staff Memo Board".

4.05 Representation

The Employer and the Union may have the assistance of any representative or other authorized agent as they may require at Step 1 of the Grievance Procedure and thereafter and in Negotiations.

ARTICLE 5 - UNION SECURITY

5.01 Relationship

As a condition of employment, all employees of the Employer falling within the bargaining unit shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union.

5.02 Deduction of Dues

The Employer will deduct from the pay of all employees coming within the scope of this Agreement, an amount specified by the Union in writing as being the amount of its monthly dues.

5.03 Cheque and List to Union

All deductions made under the provisions of Article 5.02 will be remitted monthly to the Treasurer of the Union together with a list of the employees from whom the deduction was made. The Union will save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted from employee's pay as herein provided.

5.04 Dues Receipts

At the same time the Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

5.05 Inform New Employees

The Employer will notify new employees that a Union Agreement is in effect, and will provide them with a copy of this Agreement on starting employment.

5.06 New Employee Data

The Employer shall provide the Union with the following information within five (5) calendar days of the starting date of a new employee: the employee's name, position in the organization, starting date and classification and salary level at which the employee started and the starting and termination date of a temporary employee.

5.07 Orientation

On commencing employment, the employee's immediate Supervisor or designate shall introduce the new employee to his/her Union Steward or representative. The Union Steward or representative shall be given an opportunity to interview each new employee within the regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

5.08 Current Names and Addresses

The Employer agrees to provide the Union the names and addresses of all bargaining unit employees twice per year in June and December. Each employee shall be responsible for advising the Employer of any change in address.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Union Grievance Committee

A Union Grievance Committee shall be elected or appointed of not more than two members of the Union. The Union will advise the Employer of the Union members of the Committee.

6.02 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement and shall be settled in the manner outlined in this Article 6.

6.03 Time Limits

Time limits may be mutually extended in writing. Working day means a day other than Saturday, Sunday or a Holiday.

6.04 Complaint Stage

It is the mutual desire of the Employer and the Union that the complaints of any employees shall be adjusted as quickly as possible. An employee who has a complaint must bring that complaint to the attention of the Chief Executive Officer or designate within five (5) working days of when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no employee has a Grievance until the Chief Executive Officer or designate has been given an opportunity to adjust the complaint and verbally reply, which shall be a maximum of three (3) working days from the presentation of the complaint.

6.05 Grievance Initiation

Subject to having completed the mandatory Complaint Stage set out in Article 6.04, the employee shall reduce the Grievance to writing, specify the Article or Articles of this Agreement alleged to have been violated, sign the Grievance, and then, within five (5) working days of the verbal reply of the Chief Executive Officer or designate in Article 6.04 above, process the Grievance through the following steps in the following sequence.

Step 1

The grievance shall be submitted to the Chief Executive Officer or designate. A meeting will be held between Chief Executive Officer or designate and the employee within five (5) working days of receipt of the grievance by the Chief Executive Officer or designate. The steward will accompany the employee if the employee so requests. The Chief Executive Officer or designate shall reply in writing within five (5) working days after the meeting.

Step 2

Failing settlement being reached in Step 1, the Union Grievance Committee, within five (5) working days of the reply to the Chief Executive Officer or designate in Step 1 above, but not thereafter, shall present the grievance to the Employer's Grievance Committee at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The Chief Executive Officer or designate shall reply in writing within five (5) working days of the meeting. The meeting shall be held within ten (10) working days after the request from the Union for such meeting.

The Employer's Grievance Committee shall reply in writing within five (5) working days of the meeting and then, failing satisfaction with such reply, the Union Grievance Committee may within fifteen (15) working days of receipt of the reply in Step 2 but not thereafter, refer the grievance to arbitration.

6.06 Policy Grievance

Where a dispute involving a question of general application or interpretation of the terms of this Agreement arises, the Union may file a Grievance at Step 1 of the Grievance Procedure.

6.07 Group Grievance

The Union shall have the right to originate a grievance on behalf of a group of employees when more than one employee is affected to the same degree by the same set of circumstances which calls for equal remedial action for all concerned. Such a grievance shall commence at Step 1 of the Grievance Procedure.

6.08 Replies in Writing

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

6.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

6.10 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

6.11 Disciplinary Action

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the

Supervisor shall notify the employee, in advance, of the purpose of the interview in order that the employee may consult with his/her steward and arrange for him/her to be present at the interview.

ARTICLE 7 - ARBITRATION

7.01 How Board Constituted

A Board of Arbitration shall be duly constituted as provided by Section 48 (2) of the Ontario Labour Relations Act and attached to this Collective Agreement as Schedule B.

7.02 Costs of the Board

The Employer and the Union shall each pay: the fees and expenses of its appointee, and one half of the fees and expenses of the chairperson.

Arbitration shall be as provided by Section 46 of the Ontario Labour Relations Act or as follows:

Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second (2nd) of them appoint a third (3rd) person who shall be the chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

7.03 Limitations upon Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of this

Agreement. The Board of Arbitration shall have the power to alter a penalty consistent with the provisions of Section 48(17) of the Ontario Labour Relations Act, S.O. 1995, c.1.Sch.A.

7.04 Sole Arbitrator

The parties may agree, in writing, to have the matter that has been referred to arbitration heard by a single arbitrator.

7.05 Mediation

At the mutual agreement of both parties the following mediation process may be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance procedure outlined in this Article and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session.

Any concessions, discussions or offers to settle to the grievance, which occur during the mediation process, will be without prejudice or precedent by either party at arbitration should the matter not be resolved.

The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties.

The employer and the Union shall each pay one-half the fees and expenses of the mediator.

ARTICLE 8 - HOURS OF WORK

8.01 Maintenance

Normal hours of work are forty (40) hours per week worked Monday - Saturday between 7:30 a.m. and 11:30 p.m. In any event normal hours of work shall not exceed nine (9) hours per day.

Employees Other Than Maintenance

a. Full-Time Employees

Normal hours of work are seventy (70) hours worked in a two (2) week period, including no more than three (3) evening shifts in a two (2) week period and no more than three (3) Saturdays in a four (4) week period and no more than one (1) Sunday in an eight (8) week period unless mutually agreed by the Parties. Normal daily hours shall not exceed seven (7) hours. There will be no split shifts unless mutually agreed by the Parties.

When a full-time employee is required for scheduled Sunday work, s/he shall have such work scheduled as overtime at the rate of time and one/half (1 1/2).

b. Part-Time Employees

The hours of work for such Employees shall not normally exceed twenty-four (24) hours per week as assigned by the Employer.

Unless mutually agreed between Supervisor and Employee, three (3) hours shall be the minimum shift for Part-Time Employees. This provision is not applicable to Staff Meetings.

c. Technical Services Staff

Normal hours of work are seventy (70) hours worked Monday - Saturday in a two (2) week period, including no more than two (2) evening shifts in a two (2) week period and no more than two (2) Saturdays in a four (4) week period unless mutually agreed by the Parties. There will be no split shifts unless mutually agreed by the Parties. Normal daily hours shall not exceed seven (7) hours.

d. Limitations on Consecutive Work Days

No employee shall be scheduled to work more than six (6) consecutive days unless mutually agreed by the Parties. For full-time employees, the Employer shall endeavour to schedule two (2) consecutive days off per week.

8.02 Meaning of Hours of Work

The aforementioned hours of work are stated solely for the purpose of crediting overtime and shall not be construed as a guarantee of any minimum or a restriction of any maximum number of hours to be worked.

8.03 Paid Rest Period

- a. An employee shall be permitted a rest period of fifteen (15) consecutive minutes for each three (3) hour period worked per day.
- b. An employee shall be permitted an unpaid lunch period of one-half (1/2) hour if a five (5) hour consecutive shift is worked.

ARTICLE 9 - OVERTIME

9.01 Overtime Defined

a. Full Time Employees

Overtime shall mean all time worked before or after the normal work day and the normal work week or bi-weekly period as the case may be, or on a recognized holiday or on a paid vacation day. Except in the case of emergency the Employer shall give at least forty-eight (48) hours notice of overtime.

b. Part Time Employees

All time worked beyond thirty-five (35) hours per week or seven (7) hours per day or on a recognized holiday shall be considered as overtime. Except in the case of emergency the Employer shall give at least forty-eight (48) hours notice of overtime.

9.02 Compensation for Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed between the Chief Executive Officer or designate and the employee. Lieu time may be accrued up to a maximum of five (5) days. Any lieu time not taken by December 31st shall be paid or may, with prior approval of the Chief Executive Officer or designate, be carried over until April 30th of the next year. Notwithstanding the foregoing, overtime of one (1) hour or less shall be taken as time off instead of cash payment.

9.03 Rate of Payment

Full-Time Employees

An employee shall accumulate overtime on the following basis:

- a. Over the normal work day or the normal work week or bi-weekly work period as the case may be pursuant to 8.01 - time and one-half (1-1/2);
- b. On Sunday, when the employee was not scheduled to work - double (2) time;
- c. On a recognized holiday, when the employee was scheduled to work - time and one-half (1-1/2) plus another day off with pay at a time mutually agreeable to the employee and Chief Executive Officer or designate; and
- d. On a recognized holiday, when the employee was not scheduled to work - double time (2) plus another day off with pay at a time mutually agreeable to the employee and Chief Executive Officer or designate.

Part-Time Employees

An employee shall accumulate overtime on the following basis:

- a. Over thirty-five (35) hours weekly or seven (7) hours per day - time and one-half (1-1/2);

- b. On Sunday, when the employee was not scheduled to work - double (2) time;
- c. On a recognized holiday, when the employee was scheduled to work - time and one-half (1-1/2) plus another day off with pay at a time mutually agreeable to the employee and Chief Executive Officer or designate; and
- d. On a recognized holiday, when the employee was not scheduled to work - double time (2) plus another day off with pay at a time mutually agreeable to the employee and Chief Executive Officer or designate.

9.04 No Layoff to Compensate for Hours Worked

Employees shall not be required to layoff during normal hours to equalize any overtime worked.

9.05 Call-in Guarantee

An employee required to work overtime which is not consecutive with normal working hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate, or for all hours worked at the appropriate overtime rate, whichever is the greater. A call-in means the time worked by an employee when the employee has been called by an authorized official of the Employer to return to work after regularly scheduled working hours or a non-scheduled working day.

9.06 Shared Overtime

Overtime work will be offered equally to those employees willing and capable of performing such work.

ARTICLE 10 - SENIORITY

10.01 Definition of Seniority

a. Full-Time Employees

As used in this Agreement, "seniority" means length of continuous service with the Employer calculated from the date upon which the employee last commenced employment with the Employer. Seniority shall accumulate during an absence due to sick leave, due to pregnancy/parental leave, due to vacation, due to the first thirty (30) calendar days of a leave of absence and due to leave for a maximum of one (1) year on Worker's Compensation.

b. Part-Time Employees

Seniority means length of continuous service with the Employer calculated from the date upon which the employee last commenced employment with the Employer. One year of service will equate to sixteen hundred (1,600) hours worked. An employee shall be credited with seniority for hours s/he would have normally worked during an absence due to sick leave, pregnancy/paternal leave, due to vacation, due to the first thirty (30) calendar days of a leave of absence and due to leave for a maximum of one (1) year on Worker's Compensation.

10.02 Probationary Period

a. Full-Time Employees

An employee shall be considered to be on probation and will not have any seniority until s/he has worked ninety (90) calendar days for the Employer from his/her last date of hire. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing from the date s/he commenced his/her current period of employment with the Employer.

b. Part-Time Employees

An employee shall be considered on probation and will not have seniority standing until s/he has worked two hundred and forty (240) hours for the Employer from his/her last date of hire. Upon satisfactory completion of the probationary period, an employee will be credited with two hundred and forty (240) hours of seniority.

10.03 Limitations on Probationary Employees

If an employee is discharged during the probationary period, the Arbitrator or Arbitration Board shall apply a lesser standard for discharge than would apply to a discharged employee who has completed the probationary period.

10.04 Seniority List

The Employer shall maintain a seniority list based upon full time equivalent seniority. An up-to-date seniority list shall be sent to the Union and posted on all appropriate bulletin boards each January.

10.05 Loss of Seniority

An employee's seniority shall be lost and termination shall be confirmed in the event of:

- a. dismissal for just cause which is not reversed through grievance or arbitration;
- b. voluntarily resigns in writing and does not withdraw the resignation within two (2) working days;

- c. failure to report for work within ten (10) working days after receipt of notice, by registered mail, to return to work following a layoff unless through sickness or other justifiable cause;
- d. absence without leave in excess of five (5) consecutive working days unless a reasonable excuse for such absence is provided;
- e. after a layoff extending for twelve (12) months.

ARTICLE 11 - VACANCIES AND REDUCTION OF STAFF

11.01 Vacancies

In filling vacancies, appointments shall be made on the basis of the following factors:

- a. ability and qualifications to fill the vacancy
- b. seniority

Where the factors in (a) are relatively equal, then seniority shall govern.

11.02 Factors to be Considered in Layoff and Recall

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided their replacement possesses the qualifications to perform the duties of the position. Employees shall be recalled in order of their seniority provided they have the necessary ability and qualifications to perform the duties of the position.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a new position is created, or when a vacancy occurs, including a temporary assignment of at least thirty (30) days within the bargaining unit, the Employer shall post notice the position in the Employer's offices and on any Employee bulletin board for a minimum of one week.

For short term vacancies of less than thirty (30) days, part time employees shall advise the Chief Executive Officer or designate of their availability for additional work and subject to ability, qualifications, and availability, interested employees shall be considered for such vacancies.

12.02 Information on Postings

Such postings shall contain the following information:

Nature of position, minimum qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range.

12.03 Selection Procedure

Selection of the successful candidate for a job posting shall be made within ten (10) calendar days following the closing date. If the Employer finds it necessary to delay selection for more than ten (10) calendar days after date of closing then the Union shall be informed in writing giving reasons for the delay.

12.04 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, and terminations of employment.

12.05 No Layoff due to Contracting Out

Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that no employee shall be laid off or have his/her employment terminated as a result of contracting out work or services of a kind performed by its employees.

12.06 Disabled Worker Provision

Where an employee is unable, through injury or illness, to perform his/her normal duties, the Employer shall endeavour to provide the employee with suitable alternate employment. Such employee shall not displace an employee with more seniority.

12.07 No New Employees

No new employees shall be hired until those laid-off have been given an opportunity of recall.

12.08 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify the union and the employees who are laid off a minimum of two months (or two months pay in lieu of notice) prior to the effective date of layoff.

12.09 Trial Period upon Promotion and Transfer

An employee who receives a promotion or transfer through the job posting procedure will be given a sixty (60) calendar day trial period in the new position. During the sixty (60) calendar day trial, the Employer will provide orientation procedures for the work. After this sixty (60) calendar day trial either the Employer or the employee may decide that the employee is not suited to the new position, and in such cases the employee will revert to the position held prior to the promotion or transfer with no loss of seniority or wage position in that salary range. The sixty (60) calendar day trial period may be extended by one (1) month with the mutual consent of the parties.

ARTICLE 13 - HOLIDAYS

13.01 a. Full-Time Employees

i) The Employer recognizes the following as paid holidays:

| | |
|------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| July 1st | A Float Day |
| First Monday in August | |

and any other day (except Remembrance Day) proclaimed as a holiday by the Federal, Provincial or Municipal Government. In addition, if an employee is scheduled to work s/he shall not be required to work on the last one half (1/2) day on the last scheduled workday prior to Christmas Day and/or New Year's Day.

The Float Day shall be taken at a time mutually agreed between the employee and his/her Supervisor provided that it must be taken in each calendar year.

ii) An employee shall not be paid for any holiday if s/he has been absent without good cause on his/her scheduled working day immediately preceding or succeeding such holiday.

b. Part-Time Employees

i) Part-time employees will receive holiday pay in accordance with the Employment Standards Act. Part-time employees will be paid four (4) hours for each of the holidays pursuant to 13.01 (a) (I) except the last one half (1/2) day on the last scheduled working day prior to Christmas Day and/or New Year's Day. A part-time employee will be paid for any hours normally scheduled but not worked if their last scheduled working day prior to Christmas Day and/or New Year's Day is the day on which the library closes at 1 o'clock p.m. For part-time employees, one float day equals four (4) hours.

- ii) An employee shall not be paid for any holiday if s/he has been absent without good cause on his/her working day immediately preceding or succeeding such holiday.

13.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

13.03 Compensation for Holidays Falling on Scheduled Day Off - Full-Time Employees

When any of the above noted holidays except the last one-half(1/2) scheduled work day prior to Christmas Day and New Year's Day, fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed between the employee and the Chief Executive Officer or designate.

ARTICLE 14 - VACATIONS

14.01 Vacation Year

The vacation year shall be from January 1 to December 31 of the same calendar year.

14.02 Schedule of Vacation Entitlement

Full-Time Employees

a. Level XI and up shall be entitled to the following vacations:

- i) less than one (1) year of completed service - 1.6 working days vacation with pay for each calendar month worked before December 31st;
- ii) more than one (1) year continuous and completed service and thereafter - twenty (20) working days vacation with pay;
- iii) more than ten (10) years continuous and completed service and thereafter - twenty-five (25) days vacation with pay.

b. Levels IV to X shall be entitled to the following vacations:

- i) less than one (1) year completed service - one (1) vacation day for each calendar month worked before December 31st to a maximum of ten (10) working days vacation with pay;
- ii) more than one (1) year continuous and completed service and thereafter - ten (10) working days vacation with pay;
- iii) more than two (2) years continuous and completed service and thereafter - fifteen (15) working days vacation with pay;
- iv) more than nine (9) years continuous and completed service and thereafter - twenty (20) working days vacation with pay.
- v) more than twenty (20) years continuous and completed service and thereafter - twenty-five (25) working days vacation with pay (effective 2006).

14.03 Vacation Carry-over - Full-Time Employees

An employee with any vacation time remaining on November 30, may, with prior approval of the Chief Executive Officer or designate, carry-over fifty percent (50%) of his/her vacation until April 30th of the next vacation year.

14.04 Vacation Pay on Termination - Full-Time Employees

An employee terminating employment in the vacation year prior to his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

14.05 Termination after Vacation - Full-Time Employees

Notwithstanding the schedule of vacation set out in Article 14.02, an employee who has had vacation and terminates before the end of the year in which the vacation is taken will have the unearned portion of the vacation deducted from termination pay.

14.06 Compensation for Holidays Falling within Vacation

If a paid holiday falls or is observed during an employee's vacation period, s/he shall be allowed an additional vacation day with pay for full-time employees and without pay for part-time employees at a time mutually agreeable to the employee and the Chief Executive Officer or designate.

14.07 Computation of Vacation Pay - Full-Time Employees

An employee's vacation period and pay shall be based upon such employee's normal work week and base rate of pay. Vacation pay shall be paid on the last day which the employee works prior to the vacation.

14.08 Scheduling of Vacations

Employees shall submit vacation requests to Supervisors by March 1st. Each supervisor, after consultation with employees, shall submit a proposed vacation schedule to the Chief Executive Officer or designate by March 15th. The Chief Executive Officer or designate shall give employees a decision by March 31st. Such schedules shall be so arranged which, in the judgement of the Chief Executive Officer or designate, shall cause the least possible interference with the efficient operation of the Employer's business. If there is a conflict between employees as to their vacation time, then seniority shall govern. No change will be made in the agreed upon vacation schedule without the consent of the employee(s) involved. For a request submitted after March 15th, the Chief Executive Officer or designate shall give the employee(s) a decision within two (2) weeks after receipt of the request.

14.09 Unbroken Vacation Period - Full-Time Employees

An employee shall be entitled to receive his/her vacation in an unbroken period to a maximum of three (3) weeks unless otherwise mutually agreed upon between the employee and the Chief Executive Officer or designate.

14.10 Vacation in Year of Retirement - Full-Time Employees

An employee shall receive all vacation entitlement prior to retirement.

14.11 Approved Leave of Absence During Vacation

Where an employee qualifies for bereavement leave, or is hospitalized during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

14.12 Earned Vacation at Death - Full-Time Employees

If an employee, who has been granted more vacation than s/he earned, dies, the employee is considered to have earned the amount of vacation with pay granted.

14.13 Vacation Pay for Part-Time Employees

Vacation pay will be based on calendar years of service and in accordance with the following:

a. For Levels XI and up:

- i) less than ten (10) years of continuous service, eight (8) percent;
- ii) more than ten (10) years of continuous completed service, ten (10) percent.

b. For Levels IV - X:

- i) less than two (2) years continuous completed service, four (4) percent;
- ii) more than two (2) years up to nine (9) years continuous completed service, six (6) percent;
- iii) more than nine (9) years continuous completed service, eight (8) percent.
- iv) more than twenty (20) years continuous completed service, ten (10) percent (effective 2006).

Vacation pay will be paid in the first pay of each calendar year.

14.14 Vacation Entitlement for Part-Time Employees

Vacation entitlement will be based on calendar years of service, and employees shall take unpaid vacation time in accordance with the following:

a. Levels XI and up shall be entitled to the following vacations:

- i) less than one (1) year of completed service - 1.6 unpaid vacation days for each calendar month worked before December 31st;
- ii) more than one (1) year continuous and completed service and thereafter - four (4) calendar weeks vacation without pay;
- iii) more than ten (10) years continuous and completed service and thereafter - five (5) calendar weeks vacation without pay.

b. Levels IV to X shall be entitled to the following vacation times:

- i) less than one (1) year completed service - one (1) unpaid vacation day for each calendar month worked before December 31st to a maximum of ten (10) days;
- ii) more than one (1) year continuous and completed service and thereafter - two (2) calendar weeks vacation without pay;
- iii) more than two (2) years continuous and completed service and thereafter - three (3) calendar weeks vacation without pay;
- iv) more than nine (9) years continuous and completed service and thereafter - four (4) calendar weeks vacation without pay.
- v) more than twenty (20) years continuous and completed service and thereafter - five (5) calendar weeks vacation without pay (effective 2006).

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

To enable him/her to attend or to make funeral arrangements in the case of death of an employee's spouse, common-law spouse, or child, an employee shall be granted bereavement leave of up to five (5) consecutive working days, inclusive of the date of the funeral, without loss of regular pay. In addition, to enable him/her to attend or to make funeral arrangements in the case of death of an employee's ward, parent, brother, sister, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-in-law, an employee shall be granted bereavement leave of up to three (3) consecutive working days, inclusive of the date of the funeral, without loss of regular pay. Similarly, one (1) day shall be granted to an employee to attend the funeral of a person with whom a close relationship has been maintained and this may be increased to maximum of three (3) consecutive working days upon the approval of the Chief Executive Officer or designate. Up to two (2) additional days for travelling shall be granted, without pay, to allow employees to attend funerals that are three hundred and twenty (320) or more kilometres from Milton.

15.02 Leave for Personal Reasons

An employee may be granted leave of absence without pay and without loss of seniority when s/he requests such leave for good and sufficient reason. Such requests shall be in writing subject to approval of the Chief Executive Officer or designate. In an emergency, application may be made by telephone or in person.

15.03 Negotiation Pay Provisions

A maximum of three representatives of the Union shall be granted leave of absence without loss of pay or benefits for attendance at negotiating meetings with the Employer.

15.04 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

15.05 Leave to Attend Employment-Related Seminars and Workshops

Time off with pay will be granted by the Employer to employees, upon application in writing, to attend seminars, workshops, conventions or conferences in connection with their employment. The Employer shall have the sole prerogative to determine which employees shall be granted leave, what events shall be attended, and the amount of expenses to be granted.

15.06 Jury or Court Witness Duty

An employee subpoenaed for jury duty or as a court witness shall have his/her normal wages paid by the Employer, and shall turn over to the Employer the fees received from the Court on behalf of such services.

15.07 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be in accordance with the Employment Standards Act.

15.08 Leave to Work Full-Time for the Union

An employee who applies for leave of absence to work full-time for the Canadian Union of Public Employees or its Ontario Division shall be granted leave of absence without pay and with no continued accumulation of seniority or other benefits during such leave. Such leave shall be for a maximum of one (1) year.

15.09 Leave for Union Business

At the request of the Union, the Employer may grant time off without pay to no more than two (2) members of the Union at one time. The granting of such leave shall be subject to the prior arrangement of at least ten (10) days with the Employer and to the efficiency of the Employer's operations. The maximum time for such leave shall not exceed a total of fifteen (15) days per agreement year. The request and reply shall be in writing.

15.10 Leave for Steward

The Employer agrees that a Steward is permitted to leave his/her job after obtaining the permission of the Employer to represent an employee at a disciplinary interview and/or in a dispute arising out of Step One (1) of the Grievance Procedure.

15.11 Education Leave

If an employee is required by the Library to take a course, the Library will provide the tuition fees before the employee takes the course. The tuition fee shall be recoverable if the employee does not successfully complete the course.

If an employee undertakes a course which in the opinion of the Chief Executive Officer or designate is considered to have a direct benefit with respect to the duties of the employee, then the Employer will pay fifty percent (50%) of the tuition fees before the employee takes the course.

15.12 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of the polls in any Federal, Provincial, or Municipal election or referendum.

15.13 Payment of Benefit Premiums During Leave

An employee is responsible for full payment of the premiums for the welfare benefits set out in Article 16 of this Collective Agreement while on Leave of Absence under Article 15.08, and, if such leave is of a duration in excess of one (1) month pursuant to Article 15.02. The Employer is responsible to continue to pay its share of premiums for the welfare benefits set out in Article 16 of this Collective Agreement for employees on Leave of Absence under Article 15.07.

15.14 Preventive Medicine

Employees shall be allowed personal leave without loss of pay for regular checkups by a doctor, dentist, chiropractor or optometrist not to exceed eighteen (18) hours per year for full-time employees and not to exceed five (5) hours per year for part-time employees. Upon request of the Employer, employees may be required to show proof of the above care. The cost for such proof shall be borne by the Employer. Entitlement for part-time employees is based on calendar year of service. Under exceptional circumstances, as determined by the Chief Executive Officer or designate, an employee may be granted additional hours. The lack of approval of any additional hours shall not be subject to Grievance and/or Arbitration.

15.15 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for an absence of three (3) consecutive working days or more. The cost of this certificate shall be borne by the Employer.

15.16 Illness - Immediate Family

A Full-Time employee may be granted Leave of Absence of up to twelve (12) hours per year with pay and a Part-Time employee may be granted up to seven (7) hours per year with pay, due to an illness in his/her family. Payment shall be subject to the approval of the Chief Executive Officer or designate.

ARTICLE 16 - WELFARE BENEFITS

16.01 Benefits

a. Full-Time Employees

Subject to the entrance requirements and other terms and conditions of the individual plans, the following coverages are available to a newly hired employee from the date of employment until such time as the employee ceases to actively employed by the Employer and the Employer agrees to pay 100% of the premium costs for:

- i) An Extended Health Care Plan
- ii) Life Insurance, and Accidental Death Dismemberment level of two (2) times the employee's annual salary
- iii) Wage Replacement Plan
- iv) Long Term Disability Plan to increase to \$2,000.
- v) Dental Plan - Blue Cross #7 with riders 1, 2 (75% of cost per person to a lifetime maximum of two thousand, five hundred dollars {\$2,500} per person.) and 3 equivalent plan (coverage shall be amended to the current ODA schedule as of January 1 annually).

On the first of the month following ratification coverage for Rider 4, Extensive Restorative Services is provided.

- vi) A Major Medical Plan
- vii) A Vision Care Package of Two Hundred (200) dollars and Two Hundred Fifty (250) dollars effective to the first of the month following the date of ratification, per family member every twenty-four (24) calendar months. Effective the first month following the date of ratification, the Employer shall provide a maximum of \$75.00 every two (2) years for eye examinations for the plan member and spouse (if enrolled) and dependant children over eighteen (18) years of age.

b. Part-Time Employees

Employees with more than three (3) months of continuous and completed service shall be entitled to a maximum of thirty (30) hours per calendar year of pay for sickness or non-occupational accident. Any unused hours, to a maximum of ten (10) hours, may be carried over to the next calendar year, but the maximum can never exceed forty (40) hours.

Employees who regularly work twenty (20) hours per week, will be eligible to receive the Dental Plan and Extended Health Care Plan with the Employer paying sixty-six and two-thirds (66 2/3) percent of the premium costs.

- c. Upon request, the Employer shall supply the Union with a copy of any Welfare Benefit Master Plan.
- d. The Employer will inform the Union of any change to the benefit carrier prior to the implementation.
- e. Subject to continuing eligibility, an employee retiring on a pension pursuant to OMERS, may continue participation in the Extended Health Care Plan provided that the retiring employee pays one hundred percent (100%) of the premium costs.
- f. During a layoff of up to eight (8) weeks, the Employer will continue to pay its share of premium costs for full-time and part-time employees.
- g. In the event of the change in any carrier, benefit levels shall not be reduced.
- h. For Full Time Status employees hired before July 1, 1996 and retire at the age of 65 the Library will continue to provide extended health coverage excluding vision care and the Manuassist Card, for the retired employee and eligible dependents, provided that such retired employees shall be part of a separate group for experience rating. A retired employee has 60 days from date of retirement to convert group life insurance to term insurance. All other benefits are terminated at retirement. A retired employee is responsible for the insurance premiums for extended health care and life insurance.

Full Time Status employees hired after July 1, 1996, or Full Time Status employees who opt for early retirement before age 65, are not eligible for any benefits at retirement date
- i. Participation in the Ontario Municipal Employees Retirement System shall be in accordance with the provisions of the applicable legislation.

16.02 Unemployment Insurance Premium

Any reduction in the Unemployment Insurance Premium as a result of any of the benefit plans provided herein, shall remain the property of the Employer.

16.03 Coverage for Sickness or Non-Occupational Accident

Full-time employees off work for sickness or non-occupational accident will be paid as follows:

| <u>Seniority</u> | <u>100% Pay</u> | <u>66 2/3% Pay</u> |
|---------------------------|-----------------|--------------------|
| 3 months less than 1 year | 1 week | 25 weeks |
| 1 year | 2 weeks | 24 weeks |
| 2 years | 3 weeks | 23 weeks |
| 3 years | 4 weeks | 22 weeks |
| 4 years | 5 weeks | 21 weeks |
| 5 years | 7 weeks | 19 weeks |
| 6 years | 9 weeks | 17 weeks |
| 7 years | 11 weeks | 15 weeks |
| 8 years | 13 weeks | 13 weeks |
| 9 years | 15 weeks | 11 weeks |
| 10 years | 17 weeks | 9 weeks |
| 11 years | 20 weeks | 6 weeks |
| 12 years | 23 weeks | 3 weeks |
| 13 years | 26 weeks | 0 weeks |

For sickness, hospitalization or non-occupational accident in a calendar year, the above benefit shall commence on the first day.

ARTICLE 17 - SALARY PLANS

17.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

17.02 Progression Through the Salary Scale

An employee shall progress from his/her starting rate to the next step on the salary schedule after the completion of one (1) year of work. Further progression shall occur on the completion of each one (1) year of work.

For part-time employees, progression shall occur on the completion of each sixteen hundred (1,600) hours worked.

17.03 Rate of Pay on Promotion

An employee promoted to a higher position shall be placed in an experience grade in the new classification which is at least five percent (5%) higher than his/her previous rate. In the event of promotion, progression, where applicable, shall occur on the completion of one (1) full continuous year of work from the effective date of promotion for a full-time employee and sixteen hundred (1600) hours worked for a part-time employee.

17.04 Salary on Temporary Assignment

An employee shall be deemed to be covered by this Agreement during any period of temporary assignment outside of the bargaining unit. Seniority shall continue to accumulate while on such assignment.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 Technological Change - Advance Notice

The Employer shall give reasonable notice to the Union before the introduction of any technological change. Such discussions shall be referred to the Labour-Management Cooperation Committee.

18.02 Technological Change - Training Benefits

When new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the employer, be given a reasonable period of time to acquire the skills necessitated by the new method of operation. There shall be no reduction in wage and salary rates during the training period of any such employee.

18.03 V.D.T.

An employee shall not work more than six (6) hours per day on a V.D.T. Upon the request of a pregnant employee the Employer shall make every reasonable effort to comply with the employee's request to be transferred to another position within the bargaining unit. V.D.T.'s shall be properly maintained and shall be inspected upon the recommendation of the Joint Health and Safety Committee.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Validity of Agreement

Where any provision of this Agreement or any practice thereafter is at any time contrary to the law, this Agreement is not to be deemed abrogated but is to be amended so as to make the provisions of this Agreement conform to the law.

19.02 Singular vs Plural and Feminine vs Masculine

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used where the context so requires.

19.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer and the Union shall share equally the cost of printing sufficient copies of this Agreement.

19.04 Allowance for Use of Personal Cars

Employees shall be paid for the use of personal cars at a rate current with the rate being paid at the Town of Milton.

19.05 Personnel Files

- a. No evaluation material on an employee's conduct, service, character, or personality will be placed in such employee's file unless such employee is given an opportunity to read it. An employee shall have the right to have access to review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Failure to grieve discipline, or to pursue such grievance to arbitration, shall not be considered an admission that such discipline was justified.
- b. Except for normal personnel actions such as job interview, performance appraisals and disciplinary interviews, access to an employee's personnel file is limited to the Chief Executive Officer and his/her confidential secretary and senior management personnel. For the purpose of these personnel actions, material in or material intended for the employee's personnel file, is accessible only to the person or persons conducting the interviews and/or appraisals.
- c. **Disciplinary Letters.** Any letter of reprimand, suspension, or other sanction will be removed from the employee's personnel file twenty-four (24) months following the receipt of such letter, suspension, or other sanction, provided that the employee's record has been discipline free for such twenty-four (24) month period.

19.06 Employee who is Injured or Sick

Any employee who is injured or becomes sick at the workplace shall be paid for the remainder of the shift involved. These hours will not be deducted from 16.01 (b).

19.07 Labour/Management Committee

The Employer will recognize a Labour/Management Committee consisting of not more than three (3) employees for the purpose of meeting with not more than three (3) representatives of the Employer to maintain communications between the parties to discuss matters of mutual concern. The Committee will meet at either the request of the Union or the Employer. Representatives of the Union will suffer no loss of pay or benefits for attendance at meetings of the Committee.

19.08 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Chief Executive Officer for the Employer and the Unit Chairperson for the Union.

19.09 Meal Allowance

Unless notice is given prior to the commencement of a shift, an employee will receive a ten dollar (\$10.00) meal allowance when working a split shift or overtime. In addition, an employee will receive a ten dollar (\$10.00) meal allowance when attending an employment-related conference, seminar or workshop unless a meal is provided.

19.10 Job Evaluation

The Job Evaluation Committee will continue in accordance with the agreed upon Terms of Reference.

ARTICLE 20 - JOB CLASSIFICATION AND JOB RECLASSIFICATION

20.01 New Classification

When a classification within the bargaining unit not covered by Schedule A is established during the term of this Agreement, the Employer will submit to the Union seven (7) days prior to the establishment of the new or changed classification, a copy of the job description and its proposed rate of pay. If the Union disagrees with the proposed rate of pay, the rate of pay shall be subject to negotiations between the Employer and the Union. If agreement cannot be reached on the rate of pay such dispute shall be subject to the Grievance Procedure and Arbitration.

ARTICLE 21 - TERM OF AGREEMENT

21.01 Duration

The Agreement shall be binding and remains in effect from January 1, 2006 to December 31, 2006 and shall continue from year to year thereafter unless either the Employer or the Union gives to the other notice in writing not more than ninety (90) days nor less than thirty (30) days prior to the expiry date of this Agreement of its desire to bargain with a view to renewal, with or without amendment, of this Agreement, or the making of a new Agreement.

Dated at Milton, Ontario this day of , 2006.

FOR THE UNION

FOR THE EMPLOYER

June Robinson

Leslie Fitch, CEO

Janis Marshall

Ron Banyai, Chair

Marsha Zuest

Deborah LeBret

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Milton Public Library

2006 Salary Grid

December 2006 Contract

| Band | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------|-------------------|-------------------|-------------------|-------------------|-------------------|
| XV | 73069.95 40.15 | 76000.22 41.76 | 79023.80 43.42 | 85014.98 46.71 | 89494.36 49.17 |
| XIV | 64671.11 35.53 | 67900.00 37.31 | 71819.46 39.46 | 75048.35 41.24 | 79005.14 43.41 |
| XIII | 59407.83 32.64 | 62356.76 34.26 | 65361.68 35.91 | 68646.56 37.72 | 72248.73 39.70 |
| XII | 49795.82 27.36 | 52296.81 28.73 | 54797.80 30.11 | 57261.46 31.46 | 60117.07 33.03 |
| XI | 49123.91 26.99 | 51587.57 28.34 | 54032.57 29.69 | 56496.23 31.04 | 59202.53 32.53 |
| X | 43785.98 24.06 | 45951.01 25.25 | 48134.71 26.45 | 50355.74 27.67 | 52520.78 28.86 |
| IX | 38056.10 20.91 | 39959.84 21.96 | 41863.58 23.00 | 43785.98 24.06 | 45671.05 25.09 |
| VIII | 34509.92 18.96 | 36227.02 19.90 | 37944.12 20.85 | 39679.88 21.80 | 41378.31 22.74 |
| VII | 31393.02 17.25 | 32942.14 18.10 | 34528.59 18.97 | 36096.37 19.83 | 37645.49 20.68 |
| VI | 28556.07 15.69 | | 31411.68 17.26 | | 34248.62 18.82 |
| V | 24636.61 13.54 | | 27137.60 14.91 | | 29601.26 16.26 |
| IV | 18160.17 9.98 | | 21258.41 11.68 | | 23255.47 12.78 |

15 December 2006

June Robinson
Chair, CUPE Local 4366, Milton Sub-unit
Milton Public Library

Dear June,

This will serve to confirm our mutual understanding of the following matters as a result of our recent negotiations and includes items from previous letters of understanding:

1. **Flex Time.** The Employer agrees to discuss flex time schedules on the understanding that any flex time must be pre-scheduled.
2. **Government-Funded Programs.** The Union will make every reasonable effort to cooperate with the Employer in implementing projects under programs funded by the Federal or Provincial Government.
3. **Hours of Work.** If Employer anticipates a change in schedule during the term of this Agreement, the Employer shall consult with the Union in the Labour/Management Co-operative Committee, prior to finalizing any such change.
4. **Vacation Requests.** An Employee who believes that his/her vacation request has been unreasonably denied may request a meeting with the Chief Executive Officer or Designate and the Employee's Department Supervisor to discuss the Employee's vacation schedule.
5. **Outdoor Cleanup.** Except for emergencies, employees shall not normally be required to perform clean up chores outside of the Library building.

Yours truly,

Leslie Fitch
Chief Executive Officer