

**COLLECTIVE AGREEMENT BETWEEN  
MILTON PUBLIC LIBRARY BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4366**

**STUDENT PAGES**

**January 1, 2010 - December 31, 2010**

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## **AGREEMENT**

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

AND

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

### **ARTICLE 1 - PURPOSE**

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

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) To encourage efficiency in operations.
- 4) 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 Secretary-Treasurer to the Library Board, Deputy Chief Librarian, Confidential Secretary, Bookkeeper to the CEO, and persons covered by the subsisting Agreement.

### **3.02 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.

## **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 fifteen (15) minutes during the first week 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, addresses and contact number 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 two (2) working days of receipt of the grievance by the Chief Executive Officer or designate. The steward / a member of the local Union Executive 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 ten (10) 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 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.

## **ARTICLE 8 - HOURS OF WORK**

### **8.01 Hours of Work**

The hours of work for employees shall not normally exceed twenty-four (24) hours per week

as assigned by the Employer.

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### **8.02 Paid Rest Period**

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes for each three (3) hour period worked per day.

## **ARTICLE 9 - OVERTIME**

### **9.01 Overtime Defined**

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**

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 ½); on Sunday, when the employee was not scheduled to work, double (2 times)
- b) 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
- c) 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.

## **ARTICLE 10 - SENIORITY**

### **10.01 Definition of Seniority**

As used in this Agreement, "seniority" means amount of continuous service with the Employer and it shall accumulate on an hour-for-hour basis. One year of service will equate to sixteen hundred (1,600) hours worked. In the event that an employee changes to another bargaining unit for which there is an Agreement between the Employer and the Union, seniority shall be transferable.

### **10.02 Probationary Period**

An employee shall be considered on probation and will not have seniority standing until s/he has worked two hundred (200) 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 (200) 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 showing the amount of seniority accumulated. 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 (system-wide within bargaining unit)

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 of the position in the Employer's offices and on any employee bulletin board for a minimum of one week.

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**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 (2) months (or two (2) months pay in lieu of notice) prior to the effective date of layoff.

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**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            Entitlement**

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	Family Day
First Monday in August	A Float Day		

and any other day (except Remembrance Day) proclaimed as a holiday by the Federal, Provincial or Municipal Government. 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.

An employee will be paid for any hours normally scheduled but not worked if their last scheduled work day prior to Christmas Day and/or New Year's Day is the day on which the Library closes at 12:30 p.m.

(I) Employees who regularly work less than sixteen (16) hours per week will be paid three (3) hours for each of the holidays pursuant to 13.01 except the last one half (½) day on the last scheduled work day prior to Christmas Day and/or New Year's Day.

(ii) Employees who regularly work sixteen (16) hours or more per week will be paid four (4) hours for each of the holidays pursuant to 13.01 except the last one half (½) day on the

last scheduled work day prior to Christmas Day and/or New Year's Day.

**ARTICLE 14 - VACATION PAY**

**14.01 Entitlement**

Employees will be paid vacation pay in accordance with the Employment Standards Act, except that the payment shall be six (6) percent for employees with more than two (2) years continuous and completed service and thereafter and eight (8) percent for employees with more than nine (9) years continuous and completed service.

**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, child, 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. An additional day, without pay, for travelling shall be granted to allow employees to attend funerals 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, Conciliation, Mediation and Arbitration Pay Provisions**

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

**15.05            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.

**15.06            Pregnancy/Parental Leave**

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

**15.07            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.

**15.08            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.

**15.09            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. The tuition fee shall be recoverable if the employee does not successfully complete the course.

**ARTICLE 16 - RATES OF PAY**

**16.01** The Employer shall pay the following rates of pay per hour:

**Wages:**

Jan. 1, 2010

Step 1: \$9.89 per hour

Step 2: \$9.98 per hour (after 400 hours of work)

Step 3: \$10.46 per hour (800 hours or age 18, whichever comes first)

**For those over 18 years of age: \$10.46**

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**16.02 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 17 - TECHNOLOGICAL CHANGE**

**17.01 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.

**ARTICLE 18 - GENERAL PROVISIONS**

**18.01 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.

**18.02 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.

**18.03 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.

**18.04 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.



**18.05            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.

**18.06            Labour/Management, Health and Safety Co-operative Committee**

The Employer will recognize a Labour/Management, Health and Safety Co-operative Committee consisting of not more than two (2) employees for the purpose of meeting with not more than two (2) 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.

**18.07            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.

**18.08            Allowance for Use of Personal Cars**

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

**ARTICLE 19 - JOB CLASSIFICATION AND JOB RECLASSIFICATION**

**19.01            New Classification**

When a classification within the bargaining unit not covered by Article 16.01 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 20 - TERM OF AGREEMENT**

**20.01            Duration**

The Agreement shall be binding and remains in effect from January 1, 2010 to December 31, 2010 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 90 days nor less than 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 23<sup>rd</sup> day of February, 2010.**

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
June RobinsonLeslie Fitch

\_\_\_\_\_  
Chris Marvell

Stuart Charles, Chair

\_\_\_\_\_  
Calvin Hill

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