

1996 - 1998 AGREEMENT

between

THE NORTH YORK PUBLIC
LIBRARY BOARD

- and -

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC
LIBRARY EMPLOYEES UNION

SOURCE	City		
EFF.	96	04	04
TERM.	98	12	31
No. OF EMPLOYEES	420		
NOMBRE D'EMPLOYÉS	LF		

05357(07)

The following Articles or sections of Articles shall not apply to Part-Time Employees:

6.03, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06,

9.10, 12.01, 12.03, 12.04, 12.05, 13.01 to

13.15 inclusive, 14.03, 19.03, 19.04.

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SALARY SCHEDULE

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,

THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the responsibility of the Board to provide the taxpaying public with efficient library service, and it is the responsibility of the employees working under the direction of the Board or its representatives to contribute towards this; and

WHEREAS it is desirable that a spirit of cooperation and understanding be maintained between the Board and the members of the Union; and the Board and the Union recognize the mutual value of joint discussions and negotiations in matters concerning working conditions, hours of work, scale of salaries, efficiency of operation, the elimination of waste and to promote the morale, well-being and economic security of all members of the bargaining unit; and

WHEREAS it is desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained agree with the other as follows:

1. RECOGNITION

1.01 The Board recognizes the Union as the sole bargaining agent for all its employees save and except Managers, persons at and above the rank of Manager, Assistant Manager Community Services, Budget and Accounting Officers, the staff of the Human Resources Department; secretaries to the Chief Executive Officer and Secretary Treasurer, Deputy and Assistant Directors, Assistant Deputy Directors, Children's Services Coordinator and Comptroller, and hereby consents and agrees to negotiate with the Union or any other authorized committee thereof in any or all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

1.02 It is understood and agreed that pages and those classifications or persons identified in the clarity note to the decision of the Ontario Labour Relations Board dated August 20, 1982 namely

- (i) persons working pursuant to federal and provincial programs whereby a substantial portion of their remuneration is funded by government;
- (ii) persons engaged under a special permit issued to the employer by the Ontario Ministry of Labour;
- (iii) persons currently excluded from the full-time collective bargaining agreement between the parties as working temporary full-time or temporary part-time;

are excluded from the bargaining unit.

No member(s) of the bargaining unit shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union.

1.03 Notwithstanding the provisions of Article 1.01 it is expressly understood and agreed that the following positions are excluded from the bargaining unit;
Assistant Manager - Student and General Reference
Department
Assistant Manager - Hub, Browse & Circulation

Assistant Manager - Plant and Facilities Department
Assistant Manager - Systems Department

2. **UNION SECURITY**

- 2.01 The Board agrees that it will deduct from the pay of all employees covered by this Agreement, an amount equal to the regular dues of the Union in accordance with the Union Constitution and/or By-laws. Such deductions shall be made for each pay period. The present rate of deductions is equal to one and three-tenths of a percent (1.3%) of monthly earnings. Should the Union change the amount of required dues during the term of this Agreement, it shall notify the Board in writing by registered mail, addressed to the Comptroller of any duly authorized changes. The Board agrees to remit such monies monthly to the authorized officer of the Union, as specified in writing, addressed to the Comptroller.
- 2.02 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.
- 2.03 The Employer agrees that when preparing the employee's Income Tax Form T4 it will include thereon the amount of Union dues paid by the employee for that year.

3. **DEFINITION OF FULL-TIME & PART-TIME EMPLOYEES**

- 3.01 **Full-time Employees**
Full-time employees are those persons who have been hired to fill a permanent full-time position and who have served satisfactorily the required time in the probationary category.
- 3.02 **Part-time Employees**
Part-time employees are those persons hired to fill a permanent part-time position of not normally more than twenty-four (24) hours of work per week and have served satisfactorily the required time in the probationary category.
- A part-time employee working more than twenty-four (24) hours per week, will be paid at the hourly rate equivalent to the salary rate for the position held.
- 3.03 **Probationary Employees**
Probationary employees are those persons taken on strength on a probationary basis with the prospect, if their services are found satisfactory, to be accorded permanent employee status. A full-time employee will be considered probationary for the first three (3) months and will have no seniority rights during that period. A part-time employee will be considered probationary for six (6) months or four hundred hours worked, whichever first occurs, and will have no seniority rights during that period. The Board may extend the probationary period of a full-time or part-time employee for a further period of not more than three (3) months, however, in each case the Board agrees to so inform the Union in writing. In the event that the Board desires to accord permanent employee status to a temporary employee, then the Board shall so inform the Union and they shall discuss the length of the probationary period for that employee.
- 3.04 **Temporary Employees**
A temporary employee is one hired for either part or full-time work for a period not to exceed six (6) months in any twelve (12) month period to assist during periods of temporary rush or for special assignment or to replace permanent employees absent due to illness, statutory holidays, vacations, leave of absence or who have not reported for work on their assigned schedule. This period may be increased to thirty-five (35) weeks where the temporary employee is hired to replace a person on leave under Articles 9.07 or for eight (8) months for Sunday work under Article 5.04. A temporary employee will be paid at the hourly rate equivalent to the salary rate for the position held and shall be eligible for overtime where applicable. A temporary employee will not be eligible for the pension plan, sick leave benefit, hospitalization plan, medical plan, long-term disability plan, or group life insurance.
- 3.05 **New Employees**
The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. The Union shall have an opportunity during staff orientation to meet privately with employees covered by this Agreement. Staff orientation will take place within three (3) months of hiring. Upon arrival at their work locations, new employees covered by this Agreement will be introduced to the area steward.

- 3.06 The Union shall be advised as to the reason(s) for the hiring of a temporary employee, the person being replaced, the location and the anticipated length of employment.

4. **MANAGEMENT RIGHTS**

- 4.01 Subject to the right of the employee concerned to lodge a grievance in the manner and to the extent provided for in this Agreement, the Union recognizes the right of the Board to hire, promote, demote due to lack of work, suspend for just cause, discharge for just cause or otherwise discipline an employee for just cause.
- 4.02 The Union further recognizes the right of the Board to operate and manage its business in all respects in accordance with its responsibilities. In addition, the location of its places of employment, hours of opening, the methods, processes and means of performing the various operations, are exclusively the right and responsibility of the Board. The Union recognizes the right of the Board to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with any of the provisions of this Agreement.
- 4.03 The Board agrees to properly notify the Union, in writing, of all new rules and regulations or of alterations thereto, and post notice thereof.

5. **HOURS OF WORK**

- 5.01 The Union and the Board recognize that the nature and character of the service being rendered to the public prevent the usual standardization of hours of work.
- 5.02 Except as provided in Article 5.04 of this Agreement, the normal work week shall be thirty-five (35) hours for all full-time employees.
- 5.03 Except as provided in Article 5.04 of the Agreement, the normal work day for all staff shall consist of not more than seven (7) hours scheduled in eight (8) consecutive hours between 8:00 a.m. and 9:30 p.m. broken by one meal period of not less than one (1) hour and one (1) fifteen (15) minute rest period each half shift. Wherever possible, the normal work week shall include not more than two evenings after 5:30 p.m. Work periods that are subject to regular change shall be scheduled at least one (1) week in advance. Notwithstanding the foregoing, it is recognized by the parties hereto that in cases of illness of employees, absence of employees by reason of an accident covered by Workers' Compensation, unauthorized absence of employees or during periods of unforeseen emergency conditions in relation to a delay or disruption in providing public service or where the property of the Board is endangered, the one (1) week advance scheduling may have to be reduced or waived entirely. The hour from 8:30 p.m. to 9:30 p.m. on weekdays and 5:00 p.m. to 6:00 p.m. on Saturdays shall be scheduled only in those branches where local rental or other agreement requires them to be open during those hours. Part-time employees shall be accorded the provisions of this Article where applicable.
- 5.04 In the event that a branch is regularly scheduled to be open on a Sunday, then staff will be recruited on a voluntary basis from the bargaining unit to work not less than every other Sunday. Management will advise the dates by which applications for this work are to be received so that the necessary schedules may be completed six (6) weeks in advance of the first date of Sunday openings and December 1. The Board will designate the classifications and number of employees required. The Board will offer Sunday work to members of the bargaining unit on a basis of preference to the senior applicant whose classification matches the classification required. The balance of Sunday staffing will be temporary personnel. Sunday work to be paid at time and one-half (12) hours worked or seven (7) hours whichever is greater for members of the bargaining unit and time and one-half (12) hours worked for temporary employees.
- 5.05 Employees unable to report for work on schedule shall as soon as possible prior to the scheduled starting time notify management by using the prescribed call-in line and where it is not possible to deliver such a telephone message until after the library is open to the public then notice shall be given by the employee to his or her Manager or designate. However, employees failing to provide such notice through circumstances beyond their control shall not be deemed to have violated any of the terms of this Agreement and recourse may be had in all cases to the Grievance Procedure provided for in this Agreement.

5.06 Where a special event is fixed for a time when an employee is not regularly scheduled to work and the services of the employee are required, such employee shall be compensated at the rate of time and one-half (12) for all hours worked or three (3) hours at time and one-half (12) whichever is the greater.

5.07 It is agreed that the Employer will continue the present arrangement for staggered working hours. Attached as Appendix "A" are the guidelines for the staggered working hours.

6. **OVERTIME**

6.01 The Board agrees to reimburse an employee who is required to remain at work after completion of the employee's normal work day on the following basis: time and one-half (12) for hours worked in excess of the normal work week as defined in Article 5.02 of this Agreement, or the normal work day as defined in Article 5.03 of this Agreement, provided that, on any individual occasion, such work exceeds fifteen (15) minutes. To qualify for the benefit of overtime pay, a part-time employee must work over seven (7) hours per day. Instead of cash payments for overtime, an employee, following the completion of overtime worked, may elect to take time off in lieu of overtime worked, such time off to be calculated at the rate of one and one-half (12) hours for each one (1) hour of overtime worked and such time off to be mutually agreed upon by the employee and the appropriate manager and taken by the employee within three (3) calendar months of the date of the overtime. An employee may accumulate time off under the foregoing to a maximum of three (3) working days.

6.02 When an employee is required to return to work after the completion of the employee's normal work day, the employee shall be paid for a minimum of three (3) hours overtime at the overtime rate. A normal work day for a part-time employee in this clause shall be seven (7) hours.

6.03 It is agreed that sixty-eight dollars (\$68.00) will be paid for each full calendar week during which a full-time member of the maintenance staff is required to stand by and remain available for duty outside such employee's scheduled working hours. Effective July 1, 1997, the sum of \$68.00 per week for Stand-by Pay shall increase to \$73.00 per week. If called in as provided by this clause such employee will be entitled to be paid the greater of time and one-half (12) for all hours worked or three (3) hours at time and one-half (12) in addition to stand-by pay. Management will endeavour to distribute stand-by duties equitably among employees regularly performing the work. A beeper will be provided to those on stand-by.

7. **PAID HOLIDAYS**

7.01 All full-time employees, as defined in Article 3 of this Agreement, shall be paid for, or be given a day in lieu of, the following days:

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

In the event that any of the aforementioned days falls on a Sunday, then the Board shall designate a day upon which the holiday will be observed, which day need not be the same day for all employees, but will be a day immediately prior to, or immediately following, the holiday period, and upon so designating, then that day shall for all purposes of this Article be deemed to be the paid holiday for the employee affected. The Board will consult with the Labour Management Committee before designating the day or days upon which a holiday falling on a Sunday shall be observed. There shall be an additional holiday to be granted to each permanent employee who has completed the probationary period, to be taken on a day mutually agreed upon between the Board and the individual employee. A veteran who wishes to take the additional holiday on Remembrance Day will be permitted to do so. Any other days designated by the Council of the City of North York as paid holidays shall be recognized as such.

The Board will notify employees of arrangements for appropriate ceremony to be observed on Remembrance Day and employees will be given time off with pay to attend such ceremony.

7.02 To qualify for payment for the above days, an employee must work the working day before, and the working day after such holiday, except in the event of sick leave, vacation or leave of absence as provided for in Articles 9.01, 9.02, 9.03 and 9.05.

A part-time employee shall qualify for the paid holidays listed in Article 7.01 if:

- (a) (i) The employee has been employed for three (3) months or longer, beginning with the date of hire;
 - (ii) has earned wages on at least four (4) days during the four (4) weeks immediately preceding the holiday;
 - (iii) has worked the employee's full scheduled shift immediately preceding and following the holiday, unless absent due to illness which commenced in the current pay period. Such illness must be verified by medical certificate;
 - (iv) has agreed to work on a paid holiday and who reports for and performs work on the holiday;
 - (v) is not employed under an arrangement whereby the employee may elect to work or not when requested to do so.
- (b) Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the four (4) or more days referred to in the previous sub-article multiplied by the employee's regular hourly rate of pay.
- (c) An employee who is required to work on any of the above mentioned holidays will be paid at the rate of time and one-half (1/2) times the employee's regular rate of pay.

7.03 The Board agrees that full-time employees shall be permitted to accumulate up to three (3) lieu days at any one time. Additional days off in lieu of a paid holiday must be taken within three (3) calendar months of the date following the day on which the holiday occurred. Such lieu day off to be selected by the employee and the employer by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the employer.

7.04 Where for any cause, an employee is required to work on any of the paid holidays, as defined in this Agreement, such employee shall be entitled to, in each instance, payment for the hours so worked at the rate of time and one-half (1/2), or seven (7) hours pay at the individual's regular straight time rate of pay, whichever is greater, plus a day off in lieu of the said holiday, such day off to be mutually agreed upon between the employee and the employer.

7.05 The Library will close on Christmas Eve Day and on New Year's Eve Day at 1:00 p.m. where such days are working days. Employees scheduled for work on such days 9:00 a.m. to 1:00 p.m. will be paid seven (7) hours pay for four (4) hours of assigned work.

The Board will pay one and one-half (1 1/2) times the regular rate for all hours required to be worked after 1:00 p.m. on Christmas Eve Day and after 1:00 p.m. on New Year's Eve Day.

8. ANNUAL VACATION

8.01 Full-time professional employees will be entitled to two (2) working days with pay for each complete calendar month worked from September to June inclusive.

8.02 Other full-time employees shall be entitled to one and one-half (1 1/2) working days with pay for each complete calendar month worked from September to June inclusive. After five (5) years' employment, such employees shall be entitled to two (2) working days with pay for each calendar month worked from September to June inclusive thereafter.

8.03 All full-time employees who have completed sixteen (16) years' employment shall be entitled to two and one-half (2 1/2) working days with pay for each calendar month worked from September to June inclusive thereafter.

8.04 All full-time employees who have completed twenty-two (22) years' employment shall be entitled to three (3) working days with pay for each calendar month worked from September to June inclusive thereafter.

A full-time employee who has completed thirty (30) years' employment shall be entitled to one (1) additional week of vacation on a one time basis only.

- 8.05 The maximum accumulation of annual vacation to which an employee may be entitled pursuant to 8.01, 8.02, 8.03 and 8.04 shall be not more than five (5) days in excess of one (1) year's entitlement.
- 8.06 At the discretion of the Chief Executive Officer or designate and provided that the employer be notified immediately, sick leave may be substituted for vacation where it can be established by means of a medical certificate by the employee that an illness or accident occurred while the employee was on vacation.
- 8.07 A part-time employee shall be granted a leave of absence without pay for vacation purposes at a time mutually agreeable to the part-time employee and the employer.
- 8.08 Part-time employees shall be paid vacation pay at the rate of six percent (6%).

9. **LEAVE OF ABSENCE**

- 9.01 Leave of absence with pay shall be granted to such officer or duly appointed representative of the Union as may be required to attend meetings called during working hours, under the jurisdiction of the Ontario Labour Relations Board, or to attend to contract negotiations, grievance procedure or any business that may properly come before the Board and Union jointly.

9.02 **Bereavement Leave**

In the event of a death of a member of an employee's immediate family, the employee will be granted a leave of absence with pay for time necessarily lost from work up to a maximum of three (3) working days or in the event that the burial occurs outside the Province of Ontario, then up to a maximum of five (5) working days. The leave of absence with pay will be made only for the purpose of the employee attending the funeral.

The term "member of an employee's immediate family" means wife, husband, common-law spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister, brother, grandchild or grandparent. Leave of absence with pay up to three (3) days may be granted for other relatives and friends at the discretion of the Chief Executive Officer or designate.

- 9.03 Employees subpoenaed to serve as jurors or witnesses in any court shall be granted leave of absence for such purpose, such leave being granted without loss of any part of any of the privileges enjoyed by the employees. Such subpoenaed employees shall present a satisfactory certificate showing the period of such jury service or witness and the amount of compensation received therefor. If the employee deposits with the Board the full amount of compensation received for jury service or witness service and presents an official receipt therefor, the Board shall authorize payment of full salary for the period granted as leave of absence on account of such jury or witness service. If the employee refuses to pay to the Board such funds, the individual shall forfeit the right to claim any part of the person's salary for the aforementioned period of absence.

- 9.04 Leave of absence without pay may be granted to an employee, such absence not to affect the individual's seniority standing. All such requests so granted shall be submitted in writing to the employer setting forth the duration of time involved and the reason for the request. Approval by the employer shall not be unreasonably withheld.

- 9.05 Upon request to the employer, an employee elected or appointed to represent the Union at conventions, workshops or seminars shall be allowed leave of absence without pay and without loss of credits. Leave of absence without pay and without loss of credits shall be allowed employees to attend committee meetings of the Union. Such leave shall be given without pay up to an aggregate maximum for all employees of ninety (90) working days per year. Such leave shall be subject to the following conditions:

- (a) not more than eight (8) employees of the Board are absent on any such leave at the same time, and not more than two (2) employees from a department;
- (b) no one such leave of absence shall extend beyond two (2) weeks;
- (c) a request must be made in writing where possible at least two (2) weeks prior to the commencement of the function for which leave is requested;
- (d) such request shall state the general nature of the function to be attended.

Leave of absence referred to above does not include a leave granted under Articles 9.06, 18 and 20.

9.06 Any 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 pay and without loss of seniority for a period of up to two (2) years. Notwithstanding, and except in the case of election to public office, such employee shall receive her/his pay and benefits as provided for in this Agreement if the Union agrees to reimburse the Board for all pay and benefits during the period of absence.

Prior to the employer having any obligation under this provision the parties will agree as to the exact amount to be paid to the employee including the procedure for deductions and the Union will provide the employer with a written direction in form satisfactory to the employer authorizing the employer to indemnify itself from monies payable to the Union under the dues check-off provision of this Agreement.

9.07 Pregnancy and Parental Leave shall be granted according to the provisions of the Ontario Employment Standards Act. The total pregnancy leave shall not exceed seventeen (17) weeks and the total parental leave shall not exceed eighteen (18) weeks. Seniority shall continue to accumulate.

The Board agrees to maintain employer contributions for pension, extended health care, dental and group life benefits for seventeen (17) weeks for employees on an approved pregnancy leave, and for eighteen (18) weeks for employees on an approved parental leave, unless the employee has advised the employer, in writing, that the employee does not want to continue to make employee contributions to such plans.

Employees who are eligible for parental leave for adoption will be also eligible for a leave of absence equal in terms to the pregnancy leave provisions of the Ontario Employment Standards Act. Benefits will be provided equal to terms of pregnancy and parental leave. Seniority shall continue to accumulate.

When an employee decides to return to work after pregnancy or parental leave, the employee shall provide the Board with notice in accordance with the Employment Standards Act. The employee shall be reinstated to the employee's former position, if available, or given a comparable position at not less than the wage rate when the leave of absence began.

9.08 When a pregnant employee provides medical verification that she is not capable of handling her regular duties, she shall be assigned suitable modified work for the remainder of her pregnancy.

9.09 An employee will receive a maximum five (5) paid days for the purpose of caring for the employee's wife upon her return from hospital following childbirth or adoption. In all cases the paternity leave will be limited to the less of five (5) days or the amount of accumulated sick leave, but such paternity leave shall not be charged against sick leave credits.

9.10 **Candidates for Election**
The Board recognizes the right of an employee to participate in public affairs. Upon reasonable notice and written request, the Board may allow leave of absence of up to four (4) weeks without pay but without loss of benefits and seniority so that the employee may be a candidate in federal, provincial or municipal elections. If elected to federal or provincial office, the employee shall resign from the employ of the Board. If elected to municipal office, the employee shall resign from the employ of the Board if required by the provisions of the Municipal Act.

9.11 When an employee is required to attend a sitting of the Citizenship Court during his or her normal working hours for the purpose of obtaining his or her Canadian citizenship, such employee shall, on one occasion only, be granted one (1) day leave of absence with pay.

10. SENIORITY

10.01 After successful completion of the probationary period, and subject to the provisions of Article 3.02, the employee's seniority shall date back to the day on which the employee's employment began, provided that in the case of an employee whose status is changed from part-time employment to full-time, credit shall be granted on the basis of one (1) year of seniority for each 1820 hours worked. Any hours worked in excess of the equivalent shall be carried over by the employee at the time of transfer and the employee shall continue to accumulate seniority in this manner until the next equivalent is reached.

10.02 The seniority date of a full-time employee shall be the oldest date of employment with the Board, since which there has been no quit, discharge or lay-off of the employee in excess of eighteen (18) calendar months. Continuous service seniority is not broken by the following:

- (i) Approved leave of absence as provided for by this Agreement.
- (ii) Sick leave as provided for under the terms of this Agreement.
- (iii) Service within any of Her Majesty's Canadian Armed Forces during a proclaimed state of national emergency, provided that the right to such seniority is asserted within ninety (90) days of honourable discharge.
- (iv) Absence due to personal injury by accident arising out of and in the course of employment with the Board, except that in the case of a permanent total disability certified by a qualified doctor employed by the Workers' Compensation Board, the condition of this clause shall not obtain.
- (v) A lay-off which does not exceed eighteen (18) calendar months. Seniority shall terminate and an employee shall cease to be employed by the employer when the employee has been off work due to lay-off for a continuous period in excess of eighteen (18) calendar months.

In connection with part-time employees, seniority is not broken by any of the events referred to above, save and except sub-paragraph (ii).

- 10.03 All seniority shall be deemed to be broken in the case of a voluntary quit or in the case of a discharge not followed by reinstatement as provided for under the terms of this Agreement.
- 10.04 The name of all full-time and part-time employees shall be listed on two (2) lists by the Board, in order of seniority, indicating the date on which each became employed, and the department in which each is employed. A copy of such seniority lists showing the date of hire for full-time employees and the total hours worked by part-time employees shall be posted on the bulletin board and revised once a year, and one copy sent to the Union.
- 10.05 (a) Part-time service with the Board shall be that service accumulated on an hourly basis dating from September 1, 1959.
- (b) For purposes of seniority, the number of hours of service accumulated by a part-time employee will be comparable to the seniority accumulated by full-time employees covered by the Collective Agreement, based on the following formula: seven (7) hours service is equivalent to one (1) day seniority, eighteen hundred and twenty (1820) hours is equivalent to one (1) year of seniority. This formula will be applied to adjust the seniority of those full-time and/or part-time employees who move from full-time status to part-time and vice versa. An employee with seniority may only displace employees with less seniority.

11. PROMOTIONS AND APPOINTMENTS

- 11.01 Permanent vacancies in existing classifications or new classifications shall be posted on the bulletin boards for a minimum of ten (10) working days, excluding Saturdays and Sundays, and any employee in the bargaining unit may make application for such vacancy. In the event that a vacancy has not been filled within three (3) months of such posting, the vacancy shall be re-posted before the hiring of a person from outside the bargaining unit to fill such vacancy. In selecting employees to fill the vacancy, the Board shall consider the employees' overall qualifications, training and experience to perform the normal requirements of the job, and where these factors are relatively equal, then seniority shall govern, provided that the Board shall not be limited to selecting an employee who has made application, nor shall it be prevented from hiring persons from outside the bargaining unit when no qualified employee applies. Any vacancy can be filled at the discretion of the Board on a temporary basis not to exceed six (6) calendar months. If the vacancy is a new classification and the Board is awaiting the response from the Union, this period may extend beyond six (6) months.

An employee selected in accordance with the foregoing may elect within a period of two (2) calendar months from the employee's starting date in the new position to return to such employee's former classification if a vacancy in that classification exists. Upon selecting an employee to fill a full-time vacancy in accordance with the foregoing, the Board shall have a period of two (2) calendar months within which to determine whether the employee is performing the functions of the new classification to its satisfaction. Upon selecting a candidate to fill a part-time vacancy, the Board shall have a period of three (3) months within which to determine whether the employee is performing the functions of the new classification to its satisfaction. If in any case involving full or part-time employees the Board concludes that the employee is not so performing, then it may place the employee in the employee's former classification without prejudice.

- 11.02 When a staff reduction becomes necessary, the employee last engaged shall be the first laid off, provided a senior employee is available to fill the position and that such senior employee has the required minimum qualifications to perform the duties involved. Before an employee is laid off, such employee shall be offered the opportunity of displacing a temporary employee, if any are then employed, provided the employee has the required minimum qualifications to perform the duties involved. Employees shall be recalled according to seniority and their ability to perform the work as work becomes available. An employee who is notified of recall by registered mail shall within five (5) days exclusive of Saturday and Sunday of the receipt of such notification inform the Board of the individual's intention to return to work and the individual shall return to work within seven (7) days exclusive of Saturdays and Sundays after the receipt of such notification. Notice is deemed to have been received fifteen (15) working days after it has been mailed. Failure of an employee to meet the aforementioned deadline shall entitle the Board to consider an employee as having resigned.
- 11.03 An employee transferred at Management's instance from one position to another shall receive a salary not less than that which the employee received before such transfer and wherever possible the Board shall give one (1) week's notice of such transfer.
- 11.04 When an employee is required to substitute on any job during the absence of another employee and in such substitution performs all the usual duties of that employee, or performs all the duties of another classification for a period exceeding three (3) days, the employee shall receive the rate for the job or the employee's regular rate, whichever is the greater.
- 11.05 In the event that an employee is laid off from work, the employee shall receive at least ten (10) days' notice or ten (10) days' pay in lieu of notice.
- 11.06 An employee will not be transferred from one work location to another in a discriminatory manner or in bad faith.
- 11.07 If the employee is unable to perform normal duties through injury or illness, the Board will endeavour to provide the employee with alternative suitable employment.
- 11.08 Employees promoted or transferred to positions outside the bargaining unit shall, if returned to the bargaining unit within twelve (12) months, be permitted to count the service outside the bargaining unit for seniority purposes.
- 11.09 Any employee who fills a vacancy on a temporary basis under Article 11.01 in a classification higher than the employee's own permanent position, and who serves in such temporary capacity for two (2) months or more, shall, if such employee is subsequently chosen as the successful applicant have the probation period referred to in 11.01 reduced from two (2) months to one (1) month.

12. **PENSION - GROUP LIFE INSURANCE - LONG-TERM DISABILITY**

- 12.01 Participation in the Metropolitan Toronto Pension Plan, as governed by the Municipality of Metropolitan Toronto By-law No. 843, dated the 21st day of October A.D. 1958, and such amendments as may be made to that By-law, shall be compulsory and form part of the employees' terms of engagement.
- 12.02 Those full-time employees hired after July 1st, 1968, and those part-time employees hired after January 1, 1986, shall be enrolled in the Ontario Municipal Employees Retirement System, and the terms and conditions of the Ontario Municipal Employees Retirement System Act shall be part of this Agreement.
- 12.03 The Board shall continue its present practice with regard to the Group Life Insurance Plan, which plan shall be compulsory for all full-time employees. The Board shall pay one hundred per cent (100%) of the premium cost for Group Life Insurance coverage of three thousand dollars (\$3,000) and fifty per cent (50%) of the premium cost for Group Life Insurance coverage in excess of three thousand dollars (\$3,000).
- 12.04 The Board agrees to pay 100% of the premiums for a Long-Term Disability Plan for all full-time employees. The benefit level of the Plan to be 75% of basic salary to a maximum of \$2,000.00 per month for disability claims. The benefit level of the Plan to be 75% of basic salary to a maximum of \$4,000.00 per month for disability claims arising on or after January 1, 1988. The Board agrees to pay 100% of the premiums for OHIP, Extended Health Care and Dental Coverage for employees receiving Long-Term Disability benefits for a maximum period of two (2) years. For claimants prior to January 1, 1988 the Board's present practice shall continue.

12.05 The full text of the pension, Group Life Insurance, and **Long-Term** Disability plans referred to in Article 12 shall form part of this Agreement. Copies of the plans are available for inspection by employees at each of the employer's locations.

13. **SICK LEAVE**

13.01 Pay for Sick Leave (except as otherwise provided herein) is for the sole and only purpose of protecting full-time employees against loss of income when they are absent from work due to legitimate illness or injury.

Each full-time employee affected by this Agreement shall receive a gross credit of one and one-half (1 1/2) days for each unbroken month of service with the Board, such credit to be cumulative.

13.02 Sick pay credits shall be cumulative as from the beginning of the first complete calendar month after the commencement of duties.

13.03 A month of unbroken service shall be one where the employee is employed on all working days in the month, provided that, subject to sub-section 13.05, unemployment due to weather conditions, lack of work up to twenty-one (21) consecutive calendar days, loss of time due to accidents occurring while on duty, approved leave not to exceed ten (10) working days, or illness, shall not be considered as breaking a month's service.

13.04 Statutory and special holidays and regular "days off" shall not form part of the illness period.

13.05 An employee shall not be entitled to sick pay in advance of any credit the employee may earn in the current month; such credit becomes available only on and after the first day of the following month.

13.06 Whenever in any month an employee's days of illness exceed the employee's cumulative sick pay credit at the end of such month, the excess days of illness shall not be charged against credit becoming available in the future, but shall be regarded as days of illness without pay.

When sick leave credits have been exhausted, on request of an employee, subject to the approval of the appropriate manager, accumulated annual vacations, statutory holidays and/or lieu-time may be used in lieu of sick leave.

13.07 Where an employee is absent on account of illness and that individual's cumulative sick pay credit has been exhausted, the employee shall not receive sick pay credit for the month in which the employee was absent.

13.08 An employee shall not be entitled to sick leave credit for a calendar month in which employment is broken by a leave of absence other than that defined in Article 9.05, or for a lay-off on account of lack of work when such lay-off exceeds twenty-one (21) consecutive calendar days. However, upon the return to duty, the Chief Executive Officer may approve and authorize a part or all the regular credit for a month's unbroken service. Accumulated credit existing at the time of the leave of absence or lay-off shall be retained.

13.09 The number of days or parts of days for which an employee received the employee's normal salary while on sick leave shall be deducted from the employee's cumulative Sick Pay Credit.

13.10 An employee absent for more than three (3) consecutive working days shall, if requested by the Chief Executive Officer or designate furnish a doctor's certificate covering the duration of the employee's illness and in addition thereto shall be required at the expiration of each thirty (30) day period, following the three (3) day period, to submit a like certificate covering the duration of such illness.

13.11 Any or all of the unused portion of Sick Pay Credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days.

13.12 **Provisions for Gratuity on Termination**

Upon termination of employment with the Board, there shall be paid to an employee who has completed at least two (2) continuous years of service, and who was on the permanent staff up to and including August 31st, 1959,

(i) who retires or is retired on pension;

(ii) who resigns;

- (iii) or to one or more dependents of such an employee who dies during employment, who have been designated in writing by the employee to the Board, or failing the designation of any dependents by the employee, to the estate of the employee;

not more than the amount equal to the employee's salary, wages or other remuneration for one-half (2) the number of days standing to the employee's Sick Pay credit, and, in any event, not in excess of the amount the employee would have earned in six (6) months at the rate of pay received by the employee immediately prior to termination of employment.

13.13 Upon termination of employment with the Board, there shall be paid to an employee who commenced employment on, or after September 1st, 1959,

- (i) who retires or is retired on pension;
- (ii) who resigns;
- (iii) or to one or more dependents of such an employee who dies during employment, who have been designated in writing by the employee to the Board, or failing the designation of any dependents by the employee, to the estate of the employee; the whole or part of such amount as is equal to one-half (2) of the cumulative Sick Pay Credit of the employee, but in no case shall such amount exceed the aggregate amount of the employee's salary or other remuneration for the period set forth in Column 2 thereof.

The following is the schedule hereinbefore mentioned:

<u>Column 1</u>	<u>Column 2</u>
At least 10 years but less than 15 years.	3 calendar months
At least 15 years but less than 20 years.	4 calendar months
At least 20 years but less than 25 years.	5 calendar months
At least 25 years.	6 calendar months

13.14 Employees separated for failure to report for work, or discharged for cause, are eligible for payment on account of Sick Pay Credits as set out above, provided however, that if any employee, at the time of separation is indebted to the Board in any way whatsoever for any financial loss or liability, the employee shall not be eligible or entitled to any payment referred to above, until such time as the said indebtedness has been paid.

- 13.15 (i) Employees who are not sick may nevertheless use up to a maximum of two (2) days accumulated sick leave per calendar year to enable such employee to attend preventive medical and dental appointments or to obtain legal advice;
- (ii) Prior approval will be obtained and confirmation furnished on forms to be supplied by the Board; and
- (iii) Time may be taken in segments of one-half (2) hour.

13.16 Part-time employees shall receive in lieu of sick leave benefits an amount added to the employee's regular straight time rate of pay of thirty-seven cents (\$0.37) for each regular straight time hour worked in each pay period, which add on payment will not be included for the purpose of computing any premium or overtime payments.

14. **HOSPITAL AND MEDICAL INSURANCE**

14.01 The Board agrees to contribute one hundred per cent (100%) of the premium for Ontario Health Insurance Plan for full-time employees. Effective January 1, 1986, the Board will contribute fifty per cent (50%) of premium cost for part-time employees for Ontario Health Insurance Plan. An employee who is already insured by reason of the inclusion of such employee in the hospital insurance plan subscribed to by the employee's spouse, as the case may be, at some other place of employment, shall not be affected by the provisions contained herein.

14.02

The Board agrees to contribute one hundred per cent (100%) of the premium for a Semi-Private Plan as a supplement to Ontario Health Insurance Plan and also for an Extended Health Benefit Plan as a supplement to Ontario Health Insurance Plan for full-time employees. The Extended Health Benefit Plan may, during the lifetime of this Agreement, be substituted by a similar plan on the express consent of both parties to this Agreement. Effective November 1, 1991 the Extended Health Benefit Plan shall include: 100% chiropractic coverage over and after OHIP to a maximum of 12 visits per year; and hearing aid coverage to a maximum of \$400.00 in any 24 consecutive months. Effective November 27, 1996, coverage for eyeglasses shall be increased to a one hundred and eighty-five dollar (\$185.00) optical benefit which shall be available once in any twenty-four (24) consecutive month time period in accordance with the terms and conditions of the plan.

Effective April 1, 1994, the drug benefit component of the current extended health plan shall cover only the following drugs (including medicine, sera and vaccines):

1. those which legally require a prescription;
2. those which are normally available only by prescription (even though a prescription is not required by law) when prescribed by a physician or dentist, and dispensed by a pharmacist, physician or dentist.
3. non-prescription drugs required for the treatment of cystic fibrosis, diabetes, parkinsonism or heart disease.

The drug benefit plan will reimburse only the cost of covered generic drugs. If no generic equivalent exists, or if the physician specifies that the patient cannot tolerate a generic equivalent drug, the employee will be reimbursed for the cost of the covered non-generic drug. In all other respects the current extended health plan remains unaltered.

Subject to a carrier accepting risk, effective January 1, 1986, the Board will contribute fifty percent (50%) of premium cost for part-time employees for an Extended Health Benefit Plan.

14.03

The existing Dental Coverage will be updated to the Plan agreed to by the parties. Such improvement to the Coverage is conditional upon the Employee's share (5/12) and the Employer share (7/12) of the U.I.C. Premium Reduction being used on a continuing basis by the Employer toward the cost of same. The Employer will provide the Dental Plan on an eighty per cent (80%) co-insurance basis; in addition a fifty per cent (50%) co-insurance Orthodontia Rider to cover eligible expenses for a lifetime maximum of two thousand dollars (\$2,000) per family member. The Employer will determine the carrier and pay one hundred percent (100%) of the premium based on the 1996 O.D.A. Schedule of fees effective November 27, 1996. In 1997 and in each subsequent calendar year thereafter, the year's current O.D.A. rate shall take effect on February 1st.

15. CLASSIFICATIONS AND SALARIES

15.01

The Union agrees that the Board may create new classifications at any time during the effective period of this Agreement and the Board agrees to negotiate with the Union the rates of pay to be applied to such new classifications. If no agreement is reached on the wage rate, the wage rate may be submitted to Arbitration by either party. The award and findings of the Board of Arbitration shall be final and binding upon the parties for the balance of the term of this Agreement.

15.02

During the life of the Agreement and upon written request from the Union, the Chief Executive Officer or the employer's designate will meet with the Union to consider the classification of individual positions which may be deemed to be seriously out of line with the general classifications. In the event that the matter is not satisfactorily resolved between the Union and Chief Executive Officer, then the Union may refer the matter to a meeting of the Board.

Where positions within a classification are reclassified, it will not be necessary for employees involved to reapply for the said position.

15.03

The employees shall receive their salaries every two (2) weeks by cheque to be accompanied by a stub showing the breakdown of salary and any deduction therefrom.

15.04

Annual increments are granted to recognize satisfactory service, and increased experience of value to the Library within the limits of the salary established for each

position. Annual increments are not automatic, but granted on the recommendation of the employer. In the event of an employee's anticipated increment not being forthcoming due to the failure of the employer to make the necessary recommendation, such may become the subject of a grievance and be processed according to Article 17 of this Agreement.

Part-time employees shall receive the hourly equivalent for their classification set out in Schedule "A".

15.05 Classifications and salaries as set forth in Schedule "A" attached hereto shall apply to members of the permanent staff effective April 1, 1996.

15.06 Retroactive salary increases shall be paid to those employees who leave the employment of the Board when such termination occurs between the expiry date of the Collective Agreement and the signing of a new Collective Agreement, under the following conditions:

- (i) Retirement, Resignation, or Death;
- (ii) Termination due to a disability compensable under Workers' Compensation.

16. **DISCIPLINE OF EMPLOYEES**

16.01 Discipline of employees shall be done in private. Where discipline will result in a memorandum being sent to the employee which would become part of the employee's employment history, the employee has the option to be accompanied by a Union representative.

16.02 Whenever an employee is to be disciplined in writing, the Chief Executive Officer, or other persons of authority shall notify the Union. A Union representative shall be present when suspension or dismissal takes place where in the circumstances it is possible to do so and the employee is actively at work. Should the employee feel unjustly disciplined, the employee shall then have recourse to the Grievance Procedure as provided for in this Agreement. In the event that the employee's suspension or dismissal is found not to be justified, then such employee shall be reinstated, all such employee's rights and privileges as provided for in this Agreement restored and such employee shall be reimbursed for all loss of pay. Arbitration shall be consistent with the provisions of the Ontario Labour Relations Act, R.S.O. 1992, as amended.

16.03 Employees shall have access to and be able to view their individual entire personnel files upon request, in the Human Resources office and in the presence of a member of the Human Resources staff.

16.04 When the most recent disciplinary action taken against an Employee has occurred at least thirty-six (36) months previous, the employment history of the Employee shall not be used against him/her before an arbitration proceeding. Such disciplinary action includes letters of reprimand and any other adverse reports arising out of the disciplinary action referred to in this Article.

17. **GRIEVANCE PROCEDURE**

17.01 It is the mutual desire of the Board and the Union that the complaints of employees shall be adjusted as quickly as possible. All grievances by an employee, a group of employees, or by the Union shall be dealt with in accordance with the following procedure provided, however, that notice of intent to grieve must be filed within three (3) months of the occurrence of the circumstances giving rise to the grievance and a formal grievance must be filed within six (6) months of the occurrence of the circumstances giving rise to the grievance. However, notice of intent to grieve and a formal grievance may be filed within nine (9) months of the occurrence of the circumstances giving rise to the grievance if the Union satisfies the Board or a Board of Arbitration that circumstances beyond the control of the employee, the Union or its representatives prevented the filing of such notice within three (3) months. All grievances between individual employees and the Employer shall first be taken up personally by the employee with the Manager of the unit in which the employee is employed, and the employee may elect to be accompanied by a Steward or in the absence of the Steward, the Chief Steward or the Local Union President. All other grievances shall be filed at Step 2 by the Chief Steward or the Local Union President. In the event that a satisfactory settlement of grievance is not achieved at these preliminary stages, they may be proceeded with as follows:

17.02 **Step No. 1**

The Union may, within four (4) working days after the meeting referred to in the above paragraph, by notification in writing (hereinafter referred to as the notification) request the

appropriate Manager to reconsider the grievance, and notification shall set out the reasons for the request and the redress sought and the Manager shall, within four (4) working days from the receipt of notification, advise the Union in writing of the position of such Manager in relation thereto.

17.03

Step No. 2

In the event that the appropriate Manager does not provide redress satisfactory to the Union, the Union may within ten (10) working days after receipt of the aforementioned written decision of the Manager, forward to the Chief Executive Officer a copy of the notification together with a copy of the written decision of the Manager, and upon receipt of such copies the Chief Executive Officer shall investigate the matter, and within ten (10) working days thereafter, advise the Union in writing of the decision of the Chief Executive Officer in respect to the matter. In the event that the Chief Executive Officer is away, the Acting Chief Executive Officer shall meet with the Union on her behalf.

17.04

(a) **Step No. 3**

If the decision of the Chief Executive Officer is not satisfactory to the Union, the Union reserves the right to carry any decision of the Chief Executive Officer to Arbitration as provided for under the provisions of the Ontario Labour Relations Act, R.S.O. 1992, as amended.

- (b) It shall be the responsibility of the party desiring arbitration to **so** inform the other party in writing in the case of a grievance within one hundred and twenty (120) calendar days after the final disposition of the grievance in the preceding steps.

17.05

All parties mentioned in the above procedure shall be confined to considering only the reasons and redress sought as set forth in the notifications.

17.06

Where both parties agree and where they can agree upon the selection of a single arbitrator, then such person so selected shall be substituted for a Board of Arbitration.

17.07

Notwithstanding the foregoing, a claim by an employee that the employee has been discharged or disciplined without just cause must be filed in writing as a grievance at Step No. 2 of the grievance procedure within ten (10) calendar days after the employee has been notified of discharge or discipline. It is understood and agreed that a claim relating to the suspension or discharge of an employee who has not completed the probationary period, may be the subject matter of a grievance under Article 17 of this Agreement.

17.08

A grievance arising directly between the Board and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within ten (10) working days of the event giving rise to the grievance. Failing settlement under Step No. 2 within ten (10) working days, it may be submitted to arbitration in accordance with Article 17.04. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could individually institute and the regular grievance procedure shall not be thereby bypassed.

17.09

Any of the time limits set forth in this Article may be extended by the mutual agreement of the parties. Either party may on the occasion of any appearance to make representations referred to at Step No. 2, have the assistance of an advisor.

17.10

Where at the various steps in the grievance process the parties meet during working hours in respect of the matter, it is understood and agreed that individual grievors shall be permitted to leave their employment temporarily with no loss of regular pay for time spent at such meetings.

17.11

Every effort will be made not to schedule grievance hearings when the Union President and Chief Steward are scheduled to be off work. In the event the President and or the Chief Steward are required to attend such meetings, the Employer may reschedule their 7 consecutive hours of work, or lieu time shall be granted on an hour for hour basis up to the next highest hour.

17.12

It is further understood and agreed that where such meetings take place, the following Union officials or representatives shall also be permitted to leave their employment temporarily with no loss of regular pay for the time spent at such meetings:

- i) Pre-grievance: Local Steward
- ii) Step 1: Local Steward
- iii) Step 2: Grievance Committee (maximum of five persons)
- iv) Step 3: Grievance Committee (maximum of five persons)

18. UNION REPRESENTATION

- 18.01 The Board acknowledges the right of the Union to appoint or otherwise select sixteen (16) stewards, one of whom shall be the Chief Steward who shall be Chairman of the Grievance Committee. The Chief Steward may act for the Union in any grievance where the steward is unavailable. The Chief Steward, or the Chief Steward's designee, shall be responsible for the initial presentation of all policy and group grievances, or any other grievances arising directly between the Board and the Union.
- 18.02 The Union agrees to keep the board advised of the names of its officers, Negotiating Committee members, and Grievance Committee members, both upon their election and changes as such may occur, and the Board shall not be required to recognize any such person until it has been so notified.
- 18.03 The right of stewards or officers to leave their work without **loss** of pay to handle grievances is granted on the following conditions:
- (i) The steward or officer shall obtain permission of the immediate supervisor before leaving work, such permission shall not be unreasonably withheld.
 - (ii) The time off from work shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending to grievance step meetings with management and for the steward meeting with the appropriate Manager for the purpose of discussing a possible grievance. Except in the case of discharged employees, employees having grievances shall not discuss these with the steward during working hours.
 - (iii) The President of Local 771 or designee shall be permitted fourteen (14) hours per week, off duty, with pay, and in addition seven (7) hours per week without pay and without **loss** of credits, in order to attend to Union matters. Where possible, the total of twenty-one (21) hours will be taken in six (6) three and one-half (3.5) hour segments and in any event the time to be taken will be designated two (2) weeks in advance where possible by written submission to the supervisor. The President of Local 771 or anyone acting as such shall not designate more than seven (7) hours in any week to any one Union steward or officer. During the term of office the Local Union President will be placed on special assignment determined by mutual agreement with the Chief Executive Officer. Such special assignment may be in the public service area. At the end of the term of office the Local Union President shall return to the position previously held or to a comparable position. Time taken for Union matters referred to above will include Labour-Management meetings and all other Union business save and except negotiations, leave of absence under Article 9.05, grievance meetings, and emergencies.
- 18.04 The Board agrees that it will not either directly or indirectly, through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of the Union.
- 18.05 (a) Local 771 may appear at any time upon reasonable notice, before a meeting of the Board, for the purpose of making representations in respect to any of the matters included in or arising out of this Agreement.
- (b) In any case where it intends to appear before the Board the Union will inform the Chief Executive Officer in writing one (1) week prior to a scheduled Board meeting of its intention to appear and to provide particulars of the matters in issue as well as the names of those who will be appearing before the Committee or Board.
 - (c) It is understood and agreed that at representations to the Board under Article 18.05, the Union President, Vice-president and up to two (2) additional Union officials or representatives shall be permitted to attend with no loss of pay for the time so spent.
 - (d) It is understood and agreed that in negotiations for renewal of the Collective Agreement or where otherwise required by statute, a maximum of six (6) Union officials or representatives shall be permitted to leave their employment temporarily with no **loss** of pay for the time so spent. The respective numbers of officials or representatives permitted to attend in like manner joint meetings with a Grievance Mediation Officer or arbitration proceedings shall be five (5) and for other joint matters before the Ontario Labour Relations Board, three (3).

19. GENERAL PROVISIONS

- 19.01 Where a Collective Agreement is in operation, no employee bound by the Agreement shall strike and no employer bound by the Agreement shall lock out such an employee.
- 19.02 Each of the parties hereto agree that it will not discriminate against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex,

sexual orientation, age, marital status, family status or handicap (in accordance with the Ontario, Human Rights Code) or the employee's political affiliation. It is expressly understood that nothing herein permits an employee to engage in any activity concerning the religious or political affiliation of such employee on Board premises or during working hours.

19.03 The Board agrees to provide the following uniform every January: two (2) pair of trousers, two (2) summer shirts, two (2) winter shirts, to the Maintenance Mechanic Lead Hands, Maintenance Mechanics, Maintenance Assistants, Messengers, Driver-Clerks, Library Assistants/Outreach Services; one (1) winter jacket or one (1) windbreaker to the Maintenance Supervisor, Assistant Maintenance Supervisor, Maintenance Mechanic Lead Hands, Maintenance Mechanics, Maintenance Assistants, Messengers, Driver-Clerks, Library Assistants/Outreach Services, Library Assistant/Bookmobile Drivers, and staff in the Shipping and Receiving Department; the uniforms to be provided after satisfactory completion of the probationary term. Should an employee leave before the completion of one (1) year's service, the employee shall reimburse the Board fifty per cent (50%) of the cost of the uniform. The wearing of uniforms or clothing furnished under this clause shall be compulsory. All shirts and pants shall be cotton-polyester perma-press.

19.04 The Board agrees to supply protective clothing on the following basis: one (1) pair of safety rubber boots and one (1) pair of gloves for Maintenance Supervisor, Assistant Maintenance Supervisor, Maintenance Mechanic Lead Hands, Maintenance Mechanics, Maintenance Assistants, Driver-Clerks, Library Assistants/Outreach Services, Clerk-Caretakers, Messengers. Waterproof coats to be provided on the basis of one (1) for each Library truck, bookmobile, all branches and the Services Building. Maintenance employees will be supplied with waterproof coats when they are required to work outside in inclement weather. Overalls will be provided to maintenance employees when they are working with roofing scaler or are cleaning boilers. Protective clothing will be provided to print shop and audio-visual employees. A winter jacket will also be provided for Clerk-Caretakers. Perma-press cotton-polyester smocks will be provided according to needs in locations, the numbers to be determined by the Labour/Management Committee. The Board shall pay a safety shoe allowance of ninety-six dollars (\$96.00) to Theatre Liaison Officers and all maintenance staff, and sixty dollars (\$60.00) to all Clerk/Caretakers, upon ratification and thereafter on December 1, in subsequent years. The wearing of safety shoes is compulsory for Clerk/Caretakers while performing Caretaker duties.

The wearing of safety shoes as provided under this clause is compulsory unless an employee provides the employer with a medical certificate stating the wearing of such shoes is medically inappropriate for him/her and provided the employer is not required by law to have safety shoes worn by such employee. Where an employee is relieved of wearing safety shoes on medical grounds, the allowance referred to above is not payable.

19.05 Effective January 1, 1991 employees requested to use their personal motor vehicles for Board business shall be paid an allowance of thirty-six (36) cents per kilometre for all authorized distance travelled on Board business.

Effective January 1, 1992, employees requested to use their personal motor vehicles for Board business shall be paid an allowance of **thirty-seven** (37) cents per kilometre for all authorized distance travelled on Board business.

Effective July 1, 1997, employees requested to use their personal motor vehicles for Board business shall be paid an allowance of **thirty-eight cents (384)** per kilometre for all authorized distance travelled on Board business. Effective July 1, 1998, this amount will increase to **thirty-nine cents (394)** per kilometre.

Upon presentation of receipts, the Library will reimburse employees for parking costs incurred in the operation of personal vehicles used for Library business.

Both the Union and the Board discourage employees from using their personal motor vehicles for Board business unless the employee is satisfied that the individual has the insurance required to cover the use of such vehicles.

19.06 It is the responsibility of the employer, the employee and the Union to maintain a work place free from sexual harassment as provided by The Human Rights Code.

20. LABOUR-MANAGEMENT COMMITTEE

20.01 The parties agree to establish a Labour-Management Committee which shall meet on a monthly basis except during the months of July and August. The Committee shall be comprised of three (3) persons appointed by the Board and three (3) persons appointed by the Union. The Chair at the first meeting shall be named by the Board and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Board. The Chair shall appoint a secretary who shall keep the minutes of

the meeting.

- 20.02 A quorum for a Labour-Management committee meeting shall be comprised of two of three persons appointed by the Board, one of whom shall be the Chief Executive Officer or designee, and two of three persons appointed by the Union, one of whom shall be the Local Union President;

The appointees of the Board shall be the Chief Executive Officer or designee, a Deputy Director and the Assistant Director, Human Resources.

The appointees of the Union shall be the President of the Local and two other members of the Local Union Executive who are to be elected for a term of one (1) year and who will be identified by notice in writing to the Board after the Local Union elections have been completed.

- 20.03 The parties agree to discuss Employment Equity on an on-going basis at Labour-Management. At the discretion of the Union, up to three (3) additional members of the Union's Human Rights Committee may attend Labour-Management for that portion of the meeting when Employment Equity discussions are scheduled to take place.

21. JOB SECURITY

- 21.01 If and when the Board should alter the work method or methods now in effect, no permanent full-time Employee with at least two years of service, and no permanent part-time Employee with 3640 hours worked with the Board, will have his/her employment terminated by reason thereof.
- 21.02 The Employer agrees to notify the Union as far in advance as possible before introducing any technological or other changes or methods of operation which affect the rights of Employees, conditions of employment, wage rates, or work loads.
- 21.03 Where new or greater skills are required than are already possessed by affected Employees, under the present methods of operation, such Employees shall be afforded the opportunity to be trained by the Board at the expense of the Employer.
- 21.04 Persons whose jobs are not in the bargaining unit shall not work on any jobs normally performed by the bargaining unit to the extent that it would cause a lay-off or prevent the recall of any bargaining unit employee.
- 21.05 It is agreed that:
- (i) the Board will not create a management position which will directly result in the lay-off of a bargaining unit employee;
 - (ii) that employees in the bargaining unit will not be promoted out of bargaining unit without their consent in writing.

22. HEALTH & SAFETY

- 22.01 It is the responsibility of the employer, the employee and the Union to maintain a safe and healthy environment. To this end, the above-named parties will comply with Occupational Health and Safety laws.
- 22.02 In light of the desire of both Union and Management to promote health and safety in the workplace, it is mutually agreed that there will be no smoking in the workplace which includes lounges, washrooms, and all Library owned or leased vehicles.

23. VIDEO DISPLAY TERMINALS

- 23.01 Any employee who is pregnant and who is scheduled to work with Video Display Terminals (V.D.T.'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 9.07 (Pregnancy Leave).
- 23.02 When an employee working in the VDT/CRT area produces medical certificates from two medical practitioners which indicate that continuing work with VDT/CRT equipment may result in health damage, the employer will endeavour to reassign the employee to a position of equal value. One of the two medical practitioners will be designated by the employer, on condition that such medical practitioner agrees to examine the employee



and make a report available within two (2) weeks of the employee's request to the employer.

- 23.03 No full-time or part-time employee shall be required to work more than five (5) hours in any one (1) day on VDT/CRT equipment. All such employees shall have the option of taking a ten (10) minute work break, every hour, away from the terminals. Such breaks shall be in addition to the breaks granted under Article 5.03.

24. **WORKERS COMPENSATION**

- 24.01 An employee prevented from performing the employee's regular work with the Board on account of an occupational accident or illness that is recognized by Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive regular salary from the Board, provided the compensable amount is paid directly to the Board by W.C.B. This will continue for a period not exceeding three (3) months from the date of the employee's injury.

- 24.02 An employee unable to work as a result of such injury for a period exceeding three (3) months may elect to receive wages or salary in addition to the compensation up to the amount of the employee's regular salary so long as the employee has any unused accumulated sick pay credits, provided that the employee informs the Board in writing that the employee wishes to do so.

- 24.03 Subject to operational requirements, Employees returning to temporary modified work after a work-related injury shall not be unreasonably denied their regular shift.

- 24.04 An employee off work due to injury, or on modified duties, due to a claim recognized by the Workers' Compensation Board, will continue to accrue vacation up to and including the calendar month in which the claim is finalized. Finalization of the claim shall include an employee pensioned by the Board.

Vacation accrued, must be taken before December 31st of each year, such that the employee may carry forward into the next year only the maximum vacation accumulation allowed under Article 8.05. Unused vacation over and above the maximum accumulation allowed under Article 8.05 will be converted hour for hour into sick credits and be credited to the employee's sick bank.

25. **PICKET LINES**

- 25.01 In the event that any employees of the employer, other than those covered by this Agreement, engage in a legal strike and maintain picket lines, employees shall have the right to respect such picket lines, and the Union agrees that it will not take action against any of the members who do not respect such picket line.

- 25.02 Management will investigate situations which could require employees to cross picket lines and where Management is of the opinion that the crossing of the picket line will cause property damage to the Board or personal injury to the employee or others, then Management will not require the employee to cross such picket lines and alternate work will be assigned.

26. **TERMINATION**

- 26.01 This Agreement shall be in force from April 1, 1996 to December 31, 1998 and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement. In the case of service by post, service shall be deemed to have been effected when the letter is delivered to and left at the said address.

- 26.02 Notwithstanding Article 24.01 and subject to Article 15.06, it is understood and agreed that this Agreement is effective from and after ratification.

IN WITNESS THEREOF the Board and the Union have hereunto affixed their respective Corporate Seals attested by the hands of their respective officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

FOR THE NORTH YORK PUBLIC LIBRARY BOARD:

Josephine Bryant, Chief Executive Officer

Linda Mackenzie, Deputy Chief Executive Officer

AI Landry, Director of Labour Relations
City of North York

Sid Mowder, Director Administrative Services

Isobel Lang, Branch Manager

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771, THE NORTH YORK
PUBLIC LIBRARY EMPLOYEES UNION:**

Christina Duckworth-Pilkington, President

Don Styles, Vice President

Viveca Gretton, Recording Secretary

Kevin Dark, Treasurer

Rob Rolfe, Chief Steward

Jerry Lomoro, Committee Member

Joanne Martin, National Representative

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #1

**LETTER OF UNDERSTANDING REGARDING
LEGAL COSTS**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. Where an Employee is charged with an offence which necessarily arises out of the performance of his or her duties, it will be the policy of the Board that:
 - (a) the Employee charged shall be in the first instance, responsible for his or her own defence, including the retaining of legal counsel;
 - (b) if the Employee is acquitted of the charge, the Employee shall be reimbursed for all reasonable legal expenses.

For the purposes of Section 2(b), the term "acquitted" shall be taken to be the same as "dismissal of the charge(s)".

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #2

**LETTER OF UNDERSTANDING REGARDING
DIRECT DEPOSIT OF PAY**

BETWEEN:

**THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")**

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,
(hereinafter called the "Union")**

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1994.
2. The Employer will use its best efforts to allow employees the option of receiving their pay by direct deposit to a financial institution of their choice (where feasible) provided the employer will have sufficient time to stage the implementation of such action and provided further that an employee who exercises this option shall not do so more than once in a twelve (12) month period. Existing arrangements with North York Municipal Employees Credit Union will be maintained to the extent permitted by the Credit Union.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #3

LETTER OF UNDERSTANDING REGARDING CENTRAL LIBRARY

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. For the purposes of the HOURS OF WORK provisions of Article 5 and particularly Article 5.03 it is understood and agreed that Central Library's Student and General Information area will remain open until 10:00 p.m. Any full-time or part-time employee assigned to work in the Student and General Information area to 10:00 p.m. will be assigned from 3:00 p.m. to 10:00 p.m. with ~~two~~ (2) fifteen (15) minute paid breaks and one (1) hour unpaid meal period. Such persons will ~~be~~ paid seven (7) hours pay at the regular rate. In the event an employee is assigned to work in the area referred to above to 10:00 p.m., the above conditions will apply and wherever possible the above-named staff will not be required to work more than one evening a week to 10:00 p.m.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #4

**LETTER OF UNDERSTANDING REGARDING
BENEFITS FOR PART-TIME EMPLOYEES**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,

THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1994.
2. It is understood and agreed that:
 - (a) Part-time employees in the employ of the employer on or before December 31, 1985 may opt for OMERS coverage; OMERS coverage is mandatory for employees hired after December 31, 1985.
 - (b) Part-time employees may opt for Extended Health Care, subject to a carrier accepting the risk, by exercising this option within one (1) month of hire. If a part-time employee submits proof of comparable Extended Health Care coverage elsewhere within one (1) month of hire and declines coverage, such employee can subsequently request inclusion in the North York Public Library's plan within one (1) month of outside coverage being terminated. Employees whose outside coverage ceased between January 1, 1991 and the date of ratification shall have thirty (30) calendar days from the date of ratification to opt in to available coverages.
 - (c) Part-time employees may opt for Dental Coverage, through payroll deduction, subject to a carrier accepting the risk, by exercising this option within one (1) month of hire. If a part-time employee submits proof of comparable Dental Coverage elsewhere within one (1) month of hire and declines coverage, such employee can subsequently request inclusion in the North York Public Library's plan within one (1) month of outside coverage being terminated. Employees whose outside coverage ceased between January 1, 1991 and the date of ratification shall have thirty (30) calendar days from the date of ratification to opt in to available coverages.
3. A part-time employee covered by Extended Health Care or Dental Care may opt out of the plan:
 - (i) If the employment relationship ceases, or;
 - (ii) If the employee advises the Human Resources Department in writing during the first fifteen (15) days of December in any contract year after 1985.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #5

**LETTER OF UNDERSTANDING REGARDING
PERSONALIZED BENEFITS AND EXCLUSION OF BOARD INDEXER**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. There are presently three (3) part-time employees who have been receiving a benefit package as part of their remuneration. It is mutually understood and agreed that the benefit package will remain in place for those employees on a "personalized" basis.
3. The part-time employee engaged solely to organize and index Board minutes is excluded from the bargaining unit.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #6

LETTER OF UNDERSTANDING REGARDING COMPUTER SERVICES

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. For the purposes of HOURS OF WORK provisions of Article 5 and particularly Article 5.03, it is understood and agreed that the Computer Services Department area may remain open until 12:00 midnight. Any full-time or part-time employee assigned to work in the Computer Services Department area to 12:00 midnight will be assigned from 5:00 p.m. to 12:00 midnight with two (2) fifteen (15) minute paid breaks and one (1) hour unpaid meal period. Such persons will be paid seven (7) hours pay at the regular rate. In the event an employee is assigned to work in the area referred to above to 12:00 midnight, the above conditions will apply and wherever possible, the above named staff will not be required to work more than one evening per week to midnight.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #7

LETTER OF UNDERSTANDING REGARDING PAYROLL HEALTH TAX

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. Should the payroll tax be discontinued and a premium payment system based on individual contributions be reinstated, the Board agrees to revert to the practice in respect of premium payment that existed under the Collective Agreement expiring December 31, 1990.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #8

LETTER OF INTENT

This Letter of Intent is delivered by the Employer to facilitate a renewal of a Collective Agreement between the Parties.

In the event the Board transfers bargaining unit work to the Municipality resulting in the redundancy of employees currently in the bargaining unit, the Board as the Employer will:

1. Notify the Union at least 60 days prior to the transfer of work and meet with the Union for the purposes of discussing such transfer.
2. Provide that employees who elect not to move with the work will not lose wages, benefits or seniority; however this shall not supercede or adversely affect the rights of the parties under Articles 10 and 11.
3. Where possible, and at the expense of the Employer, provide training to employees directly affected by transfer or reassignment.
4. Extend its best efforts to achieve staff reductions necessitated by the transfer of work by attrition.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #9

LETTER OF INTENT REGARDING LEAVE FOR ILLNESS IN FAMILY

An employee may use a maximum of three accumulated sick leave days per calendar year for the purpose of providing for the needs during illness of a member of the employee's immediate family (defined as wife, husband, common-law spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister, brother, grandchild or grandparent) where no one other than the employee can fill that need.

The following conditions shall also apply to this Article:

- (a) The Employee has completed the probationary period as specified in the Agreement; and
- (b) the Employee has sick time available; and
- (c) except in emergency situations, the Employee notifies his or her department at least **twenty-four (24) hours** in advance of the required time off.

The Employee must specify that their request is for Family Responsibilities and may be required to produce evidence that is satisfactory to the Board justifying their request. Leave for Family Responsibilities shall be limited to a maximum of three (3) working days per calendar year, non-cumulative.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #10

**LETTER OF INTENT REGARDING LIBERALIZED(EMPLOYEE-FUNDED)
LEAVE OF ABSENCE**

RECOMMENDATION

That, for purposes of clarity and to provide consistency with authorization procedures under other Leave of Absence programmes, the Liberalized (Employee-Funded) Leave of Absence policy be revised and that the approved policy be submitted to Revenue Canada for advance income tax ruling under the appropriate provisions of the Income Tax Act.

1. Purpose

To provide permanent employees with the opportunity of scheduling an extended leave of absence other than those deemed "job related" under the Educational Leave Policy or falling under the scope of other established leave of absence provisions.

2. Authorization

Applications for leave are made in writing to the CEO. The CEO is vested with the authority to grant Liberalized (Employee-Funded) Leave provided that leaves granted conform with the applicable Board Approved Policy.

The CEO reports annually on the matter of Liberalized (Self-Funded) Leaves of Absence.

In exceptional circumstances, such as financial hardship or change in employee status, the CEO is vested with the authority to grant withdrawal from a self-funded plan. Approval for withdrawal may be granted up to the onset of the employee's leave of absence. As soon as possible following such approval, the employee will receive accrued funds and interest.

3. Qualifications and Requirements

An employee must be employed by the Board for a minimum of five consecutive years to qualify for self-funded leave of absence. The total number of staff who may be granted such leave will not be more than 0.5% at any particular time.

Self-funded leave will be limited to one time in a ten-year period for any employee. The maximum self-funded leave period is limited to twelve consecutive months; the minimum leave period shall be six consecutive months. Leave is restricted to the fifth year of involvement in the self-funded leave of absence plan.

The Board retains ultimate responsibility for the number of persons involved in the employee-funded leave of absence plan, and the maximum number of participants allowable from any given North York Public Library location.

Replacement staff for employees absent in the fifth year of the plan will be made available. Where applicable, approval of an employee's leave of absence will be granted only if the North York Public Library Employee's Union, CUPE Local 771, agrees to the hiring of a replacement employee for periods in excess of thirty consecutive weeks in duration.

Participation in the self-funded plan is deemed strictly voluntary.

4. Financial

Employees participating in the Liberalized (Employee-Funded) Leave of Absence Plan will draw 80 per cent of their normal salaries for four consecutive years. At the end of the fourth year, the total sum of monies withheld will be paid to the employee in a lump sum immediately or deferred, or on a mutually acceptable scheduled basis during the period of absence. It is to be understood that income tax and the cost of employee benefit plans for the absence period (excluding pension plans) will be deducted before payment of the withheld monies.

Monies withheld for the employee would be placed in trust in a Canadian chartered bank savings account. Interest earned on monies withheld during the Deferral Period will be paid to the

employee in the year of the Deferral Period in which the interest is earned and be reported on the employee's T4 for that year as such.

During the time of self-funded leave, an employee will progress in salary range as if the employee were at work.

All applicants will be counselled on the financial implications of participating in a self-funded "4 for 5" years plan.

The employee will agree in writing that during the self-funded leave period he/she will be responsible for 100 per cent of the premium costs resulting from his/her participation in employee benefits plans (excluding pension plan). The Board shall deduct funds from each pay issued during the leave to cover the employee's cost to participate in these employee benefit plans (excluding pension plans).

Income tax will be deducted on the actual amount of salary received by the employee during participation in the plan.

Employees in the bargaining unit who choose to participate in the self-funded leave plan will continue paying monthly union dues.

5. Special Consideration

During the time of self-funded leave, an employee's seniority will continue to accrue. Sick leave credits and vacation entitlement will cease during the leave portion of participation in the plan.

In the event of the death of an employee involved in the plan all accrued funds and interest will be paid to the employee's estate.

All employees are guaranteed that they will be returned to their same position upon return from self-funded leave.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #11

**LETTER OF INTENT REGARDING
PARKING**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. Based on availability of parking, the City will offer a 50% discount, plus G.S.T. on the prevailing public rate at the Beecroft Parking Garage. The rate is subject to change and is a monthly rate. It is recognized that an employee's use of the parking space must be continuous in order for the employee to be guaranteed a spot. The Parking Authority may choose to offer price incentives to attract new customers. These incentives will have no effect on the reduced fee paid by employees.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #12

**LETTER OF UNDERSTANDING REGARDING
INCREASED EFFICIENCIES**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. The Union agrees to assist the Board when requested to do so, in developing plans to achieve cost savings and efficiencies in Library operations. When jobs become redundant or are combined with other jobs as a result of implementing a plan developed with Union assistance, the Board agrees that no permanent employee will be laid off as a result of implementing a plan developed with Union assistance.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #13

**LETTER OF UNDERSTANDING REGARDING
COST SAVINGS**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. The Union may choose to bring forward specific cost saving proposals at Labour Management Committee meetings. All proposals will be reviewed by the Chief Executive Officer, and a written response will be provided to the Union.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #14

**LETTER OF UNDERSTANDING REGARDING
JOB SHARING**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December **31, 1998**.
2. The parties will continue the current practice of finalizing individual **job** share agreements through the Labour Management Committee

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #15

**LETTER OF INTENT REGARDING
FLEXIBLE BENEFITS**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. The parties agree to commence meeting by June 1, 1997 to discuss flexible benefits.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #16

**LETTER OF INTENT REGARDING
PREFERRED PROVIDER NETWORK**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. The North York Public Library agrees to establish a Preferred Provider Network (PPN) for the purchase of eligible prescription drugs. Participation shall be on a voluntary basis for acute drugs and on a mandatory basis for maintenance drugs. A maintenance drug shall be defined as an eligible prescription drug which is renewed and required to be taken on a daily basis for a period of 120 days or more. Member establishments of the PPN will contract with the North York Public Library for preferential pricing arrangements for prescription drug purchases made by employees and their eligible dependants to become effective March 1, 1997. Prior to January 1, 1997, the North York Public Library will mail a directory, listing the names and addresses of the establishments comprising the PPN to all employees.

Eligible prescription drug purchases shall be reimbursed as follows:

- 1) Eligible maintenance prescription drug purchases made at any PPN establishment will be reimbursed in full.
- 2) Eligible maintenance prescription drug purchases made at any establishment which is not a member of the PPN will be reimbursed at:
 - a) the lesser of the actual dispensing fee charged or \$7.75, and
 - b) the ingredient cost plus markup, effective January 1st, 1998, such markup not to exceed 10%.
 - c) Maintenance drugs purchased at a non PPN establishment in an emergency will be reimbursed at 100% to a maximum of twice a year per employee.
- 3) Eligible acute prescription drug purchases made at any establishment will be reimbursed in full.

The parties agree to jointly provide educational information advising employees of the benefits of participating in the voluntary PPN. The Union will encourage its members to participate in the PPN.

The North York Public Library agrees to meet with the Union at least three (3) months prior to the renewal of the agreement between the North York Public Library and the network of pharmacies to endeavour to expand the list of participating pharmacies in order that the PPN of pharmacies better meets the needs of the members.

The North York Public Library agrees to provide employees and their eligible dependants with a drug card that allows for direct billing by the pharmacy to Manulife at the earliest availability.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT: #17

**LETTER OF INTENT REGARDING
BENEFITS COMMITTEE**

BETWEEN:

THE NORTH YORK PUBLIC LIBRARY BOARD,
(hereinafter called the "Board")

OF THE FIRST PART

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771,
THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION,**
(hereinafter called the "Union")

OF THE SECOND PART

1. The Parties have executed a Collective Agreement for the period ending December 31, 1998.
2. The North York Public Library and the Union agree to establish a Committee within 60 days of the signing of a Memorandum of Settlement to review the following items:
 - Development of a Drug Formulary.
 - Development of a procedure for dealing with new drugs brought onto the market.
 - Development of a procedure for the handling of de-listed drugs.
 - Development of Educational programs for existing employees and retirees with a line to cost containment.

This Letter of Understanding/Intent shall form part of the Collective Agreement, and any complaint related to the foregoing may be processed pursuant to the grievance procedure.

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT

DATED AT North York, this _____ day of _____, 1996.

Josephine Bryant, Chief Executive Officer

Linda M. ... Director Chief Executive Officer

Al Landry, Director of Labour Relations
City of North York

Sid Mowder, Director Administrative Services

Isobel Lang, Branch Manager

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 771, THE NORTH YORK PUBLIC LIBRARY EMPLOYEES UNION:

Christina Duckworth-Pilkington, President

Don Styles, Vice President

Viveca Gretton, Recording Secretary

Kevin Dark, Treasurer

Rob Rolfe, Chief Steward

Jerry Lomoro, Committee Member

Joanne Martin, National Representative

APPENDIX " A

Guidelines for Staggered Working Hours

1. **Locations**

The Departments which are currently on Flex Time Scheduling, are Acquisitions, Cataloguing, Inter-Library Loan Unit, Finance, Printing, Publicity and Design, and Computer Services. These services must be open from 9:00 a.m. to 5:00 p.m. to provide service to the Library system and its patrons.

2. **Starting Band**

Employees working on any day from Monday to Friday may begin their working day at any time between 8:00 a.m. and 10:30 a.m. Employees working on a Saturday must begin their working day at 9:00 a.m.

3. **Finishing Band**

Employees working on any day from Monday to Friday may end their working day at any time up to and including 5:30 p.m., subject to the restrictions of sections 6 and 7. Employees working on a Saturday must end their working day at 5:00 p.m.

4. **Meal Period**

Employees' meal period may occur between 12:00 noon and 2:00 p.m. and may not be less than one half hour or more than two hours.

5. **Settlement Period**

This period will be bi-weekly, i.e. 70 hours of work in a two-week period. Meal period can be used as a finishing band where necessary to adjust settlement period.

6. **Minimum Work Period**

A minimum of 32 hours must be worked in any work day.

7. **Maximum Work Period**

A maximum of nine hours may be worked in any work day. Hours worked in any one week must not exceed forty-four hours (including make-up time).

8. **Rest Period**

Employees are entitled to take two fifteen minute breaks during each full day of work, one break during the first half of the working day and one break during the second half. These breaks will usually be taken between 10:00 a.m. - 11:00 a.m. and 2:30 p.m. - 4:00 p.m.

9. **Statutory Holidays**

On weeks which include a statutory holiday for everyone, all staff will revert to a seven-hour work day for the remainder of that week.

10. **Vacation**

Vacation deductions will be based on the hours normally worked on any day that vacation is taken.

11. **Saturday Work**

An employee scheduled to work on Saturday (9:00 a.m. - 5:00 p.m.) and who normally works more than a seven-hour day, will either revert to a five day, thirty-five hour week for that week, or make up the extra hours by mutual agreement with the Supervisor.

12. **Sick Leave**

Sick Leave will be deducted on an hourly basis. For example, employees working a four day work week will lose eight and three-quarters hours sick leave if they are sick for one day.

13. **Minimum Time Units**

Employees' scheduled arrival, departure and lunch period must be based on units no smaller than fifteen-minute intervals, e.g. 8:00, 8:15, 8:30.

14. **Probationary Period**

Probationary employees will follow the same guidelines as other employees.

15. **Schedules**

Schedules should be arranged between the Supervisor and the individual staff member and should be reviewed at three-month intervals. In all cases, the final schedule must meet the operational requirements of the department. If an employee wishes to work a standard seven-hour day, i.e. from 9:00 a.m. - 5:00 p.m., then it remains the right of that employee to do so. Once a schedule has been approved it must be adhered to for the three month period.

16. **Cancellation**

If Flex Time is abused by an employee, the employer maintains the right to cancel this arrangement with the individual employee.

17. **Overtime**

- (a) Overtime hours may be taken only at the direction of the supervisor.
- (b) Premium wages will be time and one half for any time exceeding seventy and one quarter (703) hours for the averaging period (two weeks).
- (c) Overtime refers to any time exceeding seventy and one quarter (703) hours for the averaging period.

18. Use of VDT/CRTs for those on a Flex-time schedule in the Finance Department shall be governed as follows:

No full-time or part-time employee shall be required to work more than five (5) hours in any seven (7) hour period on VDT/CRT equipment.

19. The extension of the five (5) hour limit for work on VDT/CRTs may be extended to other Departments participating in the Flex-time Agreement by mutual consent of the parties.