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No. OF EMPLOYEES	640		
NOMBRE D'EMPLOYÉS	640		

## COLLECTIVE AGREEMENT

BETWEEN:

THE TORONTO PUBLIC LIBRARY  
B O A R D

AND:

THE CANADIAN UNION OF: PUBLIC  
EMPLOYEES AND ITS LOCAL 1996

April 1, 1996 - December 31, 1997

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April 1, 1996 - December 31, 1997

COLLECTIVE AGREEMENT

BETWEEN:

THE TORONTO PUBLIC LIBRARY BOARD

hereinafter called the "Board"

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1996

hereinafter collectively called the "Union"

PARTY OF THE SECOND PART

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# LETTERS OF INTENT

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WHEREAS it is the responsibility of the Board under the authority of the Public Library Act to provide the 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 toward 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

Therefore it is desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement as follows:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the Board and the Union hereby agree as follows

#### ARTICLE 1 -- **RECOGNITION**

1.01 The Board recognizes the Canadian Union of Public Employees and its Local 1996 as the sole and exclusive collective bargaining agent for all of its employees including those engaged in shared positions, save and except maintenance and custodial staff, the Manager, Facilities & Property Services, those above the rank of Coordinator; Human Resources Department staff; Chief Executive Officer's office staff Executive Assistant, Administrative Assistant; the unit of all such employees being hereinafter referred to as the "bargaining unit".

1.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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1.03 No employees shall be required or permitted to make any written or verbal agreement with the Board or its representative(s) which conflicts with the terms of this agreement, except by mutual consent of the Board and the Union.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

## ARTICLE 2 - GENDER

2.01 Whenever the pronoun "she" or the possessive adjective "her" is used, it shall be interpreted to include both genders.

## ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency.
- b) hire, retire, discharge, direct, classify consistent with Article 23.01, transfer, promote, demote, and suspend or otherwise discipline any employee of the Board coming within this bargaining unit provided that a claim that an employee has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as provided for under the grievance procedure.
- c) generally to manage the operations and undertakings of the Board and without restricting the generality of the foregoing to determine the number of personnel required from time to time, the standards of performance for all employees, the methods and procedures to be used, to select, install and require the operation of any equipment, plant and machinery which the Board deems necessary for the efficient and economical carrying out of the operations and undertakings of the Board, and all other matters concerning the Board's operations not otherwise specifically dealt with elsewhere in this Agreement.

- d) establish from time to time rules and regulations not inconsistent with the provisions of this Agreement governing the conduct of employees.

In administering this Agreement, the Board agrees to do so in a manner that is fair, reasonable and consistent with the provisions of this Agreement.

**ARTICLE 4 - NO DISCRIMINATION**

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4.01 The Board and the Union agree that there shall be no discrimination interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or in any other application of this Agreement by reason of age, race, colour, creed, national origin, political or religious affiliation sex, sexual orientation, marital status, family relationship, handicap, place of residence, nor by reason of her membership or activity in the Union, or any other reason.

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4.02 **Employment Equity**

The parties are committed to equity in the work place so that no person is denied employment opportunities for reasons unrelated to ability to do the job as defined in Article 13. The parties agree that they shall continue to discuss employment equity issues during the term of the Agreement at Labour-Management meetings.

**ARTICLE 5 -CHECK OFF OF UNION DUES AND UNION MEMBERSHIP**

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5.01 a) The Board agrees that it will deduct from the pay of all Full-Time Employees covered by this Agreement within thirty (30) days from the commencement of their employment with the Board an amount specified by the Union in writing as being the amount of its regular dues and any uniform special assessments for not less than six (6) months in accordance with the Union Constitution and/or By-Laws.

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b) The Board shall deduct from the pay of each Part-Time, Occasional Employee and Page covered by this Agreement sixty (60) calendar days from the commencement of her employment with the Board an amount specified by the Union as being the



amount of its regular dues, and any special assessments, in accordance with the Union Constitution and/or E&y-Laws of the Union from time to time, provided such dues are to be uniformly levied for not less than six (6) months.

- c) 'The Union will advise the Board in writing when any change in the amount of such dues and special assessments is made.

5.02 Deductions shall be made from each pay and shall be forwarded to the Treasurer of CUPE Local 1996 of the Union not later than the 15th day of the month next following, accompanied by a list of the names and amounts deducted from each employee.

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

5.04 Employees shall be required to maintain their membership, or to join the Union as the case may be, as a condition of employment.

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#### ARTICLE 6 - **NEW EMPLOYEES**

6.01 The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 5.

6.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union Steward or Representative. This Steward or Representative will provide her with a copy of this Collective Agreement.

6.03 a) The Union shall be sent the Union copy of Human Resources Action Forms on a monthly basis.

- b) When there are sufficient numbers of new Full-Time Employees (minimum of six) to warrant a meeting, Stewards will meet with groups of new Employees no more frequently than every three (3) months. At such times the appropriate Steward and new employees shall be allowed two (2) hours off without loss of pay and benefits including travel time.

- c) Stewards may be allowed to meet with new Part-Time Employees, Occasional- Employees and Pages no more frequently than every three (3) months. At such times the appropriate Steward and the new Part-Time, Occasional Employee and Page shall be allowed two (2) hours off (including travel time) without loss of pay providing said meeting(s) take(s) place during their regularly scheduled working hours.

## **ARTICLE 7 - CORRESPONDENCE**

- 7.01 Unless otherwise provided for in this Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager, Human Resources and the Corresponding Secretary of the Union. Either party may, by written notice to the other party, delegate another person to receive such correspondence.

## **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

- 8.01 A Union Bargaining Committee of not more than six (6) members of the Union and a Steward body of not more than sixteen (16) members as per Schedule A of this Agreement shall be elected or appointed by the Union. The Union will advise the Board in writing of the names of its Officers, Stewards, Branch Representatives, Bargaining Committee and representatives on all other joint committees, and will thereafter notify the Board of any change in such list. Similarly, the Board will advise the Union in writing of the names. of the senior administration employees and of any changes.
- 8.02 The parties agree that an employee with less than six (6) months service will not be recognized as a Steward or Bargaining Committee member.
- 8.03 On addition to their regular duties, Steward and Bargaining Committee members have responsibilities under this Agreement. They must obtain permission to leave their duties from their Branch Head, Coordinator or Manager, but such permission shall not be unreasonably withheld.
- 8.04 The Union Bargaining Committee shall be granted five (5) days off duty with pay for the purpose of preparing proposals for negotiations

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with the Board. Employee members of the Bargaining Committee shall suffer no loss of pay and benefits-for scheduled work hours spent attending meetings with Board representatives in negotiations.

8.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with representatives of the Board. Such representatives shall be provided access to the Board's premises with the permission of the Manager, Human Resources. Such permission shall not be unreasonably withheld.

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a) The parties agree to establish a Labour Management Committee with three (3) representatives of the Board including the Manager, Human Resources or the Manager's nominee and three (3) representatives of the Union. The Manager, Human Resources or the Manager's nominee and a Union representative shall act as voting Co-Chairpersons. The Board will provide a secretary for the Committee. The Co-Chairpersons shall alternate in acting as Chairperson of meetings.

b) The Committee will discuss matters relating to day-to-day employee relations and make recommendations to the parties as appropriate. The Committee will not discuss negotiations or grievances. The Committee will meet monthly. An agenda shall be agreed upon and will be submitted to all members of the Committee five (5) working days in advance of each meeting. Matters shall be placed on the final agenda on agreement of the Co-Chairpersons that they fall within the terms of reference of the Committee.

8.07 The Union is entitled to have two (2) observers at all meetings of the Management Committee or any successive body with similar functions. The observers shall be selected by the Union from those of its members on the Labour Management Committee and shall receive all agendas, documents and minutes at the same time as Management Committee members. Union observers shall not be present for discussions of matters relating to labour relations.

8.08 Union members shall suffer no loss of pay and benefits for time spent in attending meetings relating to Article 8.06 and 8.07.

8.09 The Board agrees to make available to the Union information and documentation which may be reasonably necessary to enable the pat-ties to bargain in good faith within the meaning of the Ontario Labour Relations Act.

## **ARTICLE 9 -GRIEVANCE PROCEDURE**

9.01 Where a difference arises between the parties to this Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, such difference or allegation shall be referred to as "the grievance". The following procedures shall apply.

9.02 Where an employee has a grievance, she shall first discuss it with the appropriate Coordinator or Manager within seven (7) working days of occurrence of the incident giving rise to the grievance, or of the date she demonstrably became aware of the occurrence. Thereafter, if the matter remains unsettled, the grievance procedures shall take place as follows.

### **9.03 Step 1**

The Union, through a Shop Steward, shall file the grievance in writing with the Director, Public Services or Director, Support Services or their respective nominees within twenty (20) working days after the seven (7) working days referred to in Article 9.02 herein. The grievance shall include references to the article(s) in this Agreement alleged to have been violated or misinterpreted and the redress sought. A meeting shall take place within five (5) working days of the submission between the Director, Public Services or Director, Support Services accompanied by the Manager, Human Resources or their respective nominees on the one hand, and the grievor accompanied by her Union Steward on the other. The Director, Public: Services or Director, Support Services or their respective nominee shall give her decision in writing within ten (10) working days of the meeting.

9.04 **Step 2**

If the Director, Public Services or Director, Support Services or their respective nominees' decision is not satisfactory, a meeting shall take place within five (5) working days from the time the decision was rendered in Step 1 between the Chief Executive Officer or, in her absence, her nominee accompanied by the Manager, Human Resources or her nominee and the grievor accompanied by her Union Steward. The Chief Executive Officer shall give her decision in writing within ten (10) working days of the meeting.

9.05 If the Chief Executive Officer's decision is not satisfactory, the grievance may be submitted to arbitration as defined in Article 10.

9.06 In cases where the grievor has a Director, Public Services or Director, Support Services as immediate supervisor, the grievance procedure shall begin at Step 1 without the preliminary discussion in Article 9.02. In cases where the grievor's immediate supervisor is the Chief Executive Officer, the grievance procedure shall begin at Step 2 without the preliminary discussions in Article 9.02.

9.07 Should any grievance not be submitted within the time limits specified above, it shall be considered to have been settled on the basis of the Board's reply to the grievance, subject to the right of the arbitration board to relieve against any breach of said time limits where it is satisfied that there are reasonable grounds for the extension and that the other party will not be substantially prejudiced by the extension. If no written answer has been given to the grievance within the time limits specified above, the grievance, on further signing and dating by the grievor and Steward, may be submitted to the next stage, including arbitration.

9.08 In all cases where the Steward is not available, the Chief Steward shall act in her place.

9.09 For purposes of this Article and Article 10, the words "working days" shall exclude Saturday, Sunday and designated holidays.

9.10 When an employee is suspended or dismissed for cause except as outlined in Article 12.03, the grievance procedure shall begin at Step

2 within ten (10) working days of the employee's suspension or dismissal.

9.11 No matter shall be submitted to or accepted by a Board of Arbitration unless the same has been properly processed through all the previous steps of the grievance procedure as hereinbefore set out.

9.12 **Policy Grievance**

Where a difference arises between the Union and the Board relating to the interpretation, application or administration of this Agreement which cannot be made the subject of a grievance by an employee, the Union may file such difference as a grievance with the Chief Executive Officer to be dealt with as provided in Article 9.04 hereof beginning at Step 2 and the provisions of this Article shall thereupon apply with due alterations to details to the said grievance.

9.13 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving or her designate within fourteen calendar days after the circumstances giving rise to the grievance have occurred or reasonably ought to have come to the attention of the employee(s). The grievance shall be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.14 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties.

9.15 Stewards shall suffer no loss for time spent in servicing grievances.

**ARTICLE 10 - ARBITRATION**

10.01 a) When either party wishes to submit a grievance to arbitration, it shall inform the other party to this Agreement within twenty (20) working days of the receipt of the written decision at Step 2 of the Grievance Procedure. Such written notification shall include the name and address of its appointee to the Board of Arbitration.

- b) Within seven (7) working days of receipt of notification, the other party shall advise the first party of the name and address of its appointee to the Board of Arbitration.
  - c) The two (2) appointees shall select a third appointee to act as an impartial chairperson.
- 10.02 If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fourteen (14) days of their appointment, the appointment shall be made by the Minister of Labour (Management-Labour Arbitration Commission) upon request of either party.
- 10.03 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of a grievance by an arrangement which it deems just and equitable.
- 10.04 Each party shall pay:
- i) the fees and expenses of the arbitrator it appoints;
  - ii) one-half (1/2) the fees and expenses of the Chairperson.
- 10.05 Union representatives and other witnesses whose attendance at the arbitration hearing is necessary will be paid for all regularly scheduled time lost while at the actual arbitration hearing. To be eligible for payment, the employee must submit a leave of absence form as far in advance as possible, and in any event five (5) working days before the hearing date. Approval of such leaves of absence will not be unreasonably withheld. In the case of a grievance against discharge, compensation for the grievor is at the discretion of the board of arbitration/arbitrator if the grievance succeeds.
- 10.06 Notwithstanding the above, either party may propose that the grievance be heard by a sole arbitrator agreeable to the parties. If

the parties agree to a sole arbitrator, the provisions of this Article shall apply with appropriate amendment. If no agreement is reached within seven (7) working days of such a proposal being made, a Board of Arbitration shall be constituted pursuant to this Article.

**ARTICLE 11 - NO STRIKE, NO LOCKOUT**

11.01 The parties agree that there will be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

**ARTICLE 12 - SENIORITY**

12.01 For purposes of this Agreement, seniority for each employee as defined in Article 28 shall be calculated from the first day of an employee's latest period of continuous employment in the bargaining unit subject to the completion of her probationary period. Seniority as defined shall operate across the bargaining unit.

12.02 The Board shall maintain a seniority list showing the date upon which each non-probationary employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on each Branch/Department bulletin board twice annually in January and June of each year.

12.03 a) A Full-Time Employee hired from outside the bargaining unit shall be considered to be on probation and shall not acquire seniority until she has completed her probationary period. The probationary period shall be six (6) calendar months from the employee's starting day, except in a case where the probationary period is extended by agreement in writing made by the Parties in a particular case.

b) Part-Time Employees, Occasional Employees and Pages hired from outside the bargaining unit shall be considered on probation and will not acquire seniority standing until they have been employed for a period of 624 hours or twelve (12) calendar months from their last date of hire whichever comes first. A seniority date shall be established for each employee immediately following completion of the probationary period to be coincident with the last date of hire.

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- c) Full-Time Employees who transfer to or are promoted into part-time positions or to occasional work shall be given full recognition of their seniority as Full-Time Employees.
- d) Part-Time Employees, Occasional Employees, and Pages who transfer or are promoted into full-time positions shall be given credit for seniority equal to fifty percent (50%) of their total calendar months as a Part-Time Employee, Occasional Employee or Page. Any previous full-time seniority shall be retained.
- e) Termination of employment of an employee by the Board during the probationary period shall not become subject to the grievance or arbitration procedure of this Agreement. Upon satisfactory completion of the probationary period an employee will then acquire seniority standing dating from the date she commenced her current period of employment with the Board. The probationary period may be extended on agreement of the parties.

12.04 An employee shall lose seniority in the event that:

- a) She voluntarily terminates her employment and her resignation is accepted by the Board, or
- b) She is discharged for just cause and not reinstated through the grievance/arbitration procedure, or
- c) She fails to indicate her intention to return to work within five (5) working days and fails to report for work within ten (10) working days from the date she is recalled under the provisions of Article 14 unless the work for which she is recalled is occasional or temporary, or
- d) She is absent without written notice to the Board in excess of five (5) consecutive working days, unless she can demonstrate that such notice was not reasonably possible, or

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- e) She is not recalled to work within the specified period of time of the date of lay off as provided for in Article 14.

12.05 No employee shall be transferred to a position outside the bargaining unit without her consent. An employee shall have the right to return to a position in the bargaining unit during her trial period which shall be a maximum of twenty (20) working days. If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority and her qualifications. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

**ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

13.01 a) Whenever the Board intends to make a permanent appointment or promotion within the bargaining unit, the Board shall post notice of the position in all locations for seven (7) working days. Information on the postings shall include the nature of the position, wage or salary rate or range, qualifications, education, experience, skills, hours of work, and cut-off date for application. Such qualifications may not be established in an arbitrary or discriminatory manner.

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b) Vacancies which are to be posted shall be posted as soon as possible so as to ensure that the vacancy is filled as quickly as practical. Copies of all job postings will be sent to the Corresponding Secretary of the Union on the clay of posting. The Union shall be notified in writing of any vacancy that the Board does not intend to post within six (6) weeks of the vacancy occurring.

c) Full-Time Employees may not apply for promotions during their probationary period.

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d) Part-Time Employees, Occasional Employees and Pages may apply for full-time positions. Such applicants shall be considered at the same time as full-time applicants.

e) Full-Time Employees shall be permitted to apply for part-time positions. Such applicants shall be considered at the same time

as Part-Time Employees.

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- a) Applicants shall be considered on the basis of ability to do the job (ability being defined as qualifications, required knowledge, skills and related experience).. When ability is relatively equal among qualified candidates, seniority shall be the deciding factor.
  - b) Unsuccessful candidates shall be advised immediately of the name of the successful candidate by the Human Resources Department.
  - c) Outside applicants shall be considered only if there are no applicants within the Bargaining Unit who meet the criteria outlined in this section.

13.03      **Trial Period**

- a) A Full-Time Employee promoted or transferred shall be placed on trial for a period of sixty (60) days of actual work in her new position. Conditional upon satisfactory service, the employee shall be declared permanent at the end of the trial period. In the event the successful applicant proves unsatisfactory during the trial period, she shall be returned to her former classification, wage or salary rate, without loss of seniority.
- b) A Part-Time or Occasional Employee or Page promoted or transferred shall be placed on trial for a period of sixty (60) working days. Conditional upon satisfactory service, the employee shall be declared permanent at the end of the trial period. In the event the successful applicant proves unsatisfactory during the trial period, she shall be returned to her former classification, wage or salary rate, without loss of seniority.

13.04      **Temporary Appointments**

- a) Whenever the Board intends to make a temporary appointment it shall do so in accordance with, and subject to the following provisions depending upon the type of temporary appointment. Employees in temporary appointments will receive the benefits

outlined in Article 24.07.

**b) Appointments to Permanent ("Complement") Positions**

A temporary appointment may be made to cover an absence from work of an employee or while the Board is filling a vacancy provided the Board intends to make a permanent appointment and is taking the necessary steps to do so. When such a temporary appointment is expected to last six (6) months or more, the position shall be posted in accordance with Article 13.01 and the Board will consider, but not be obliged to appoint any employees who apply. The Board may, but shall not be obliged to, advertise the position vacated where an employee is awarded a temporary appointment.

**c) Appointments to Positions Where Seeking Funding for a New Permanent Position**

A temporary appointment may be made where the Board is seeking funding for a new permanent position. The Board will post the appointment in accordance with Article 13. The posting will state that if funding is received the successful applicant will be confirmed in the position, subject to the successful completion of a probationary period under Article 12.03 or the successful completion of a trial period under Article 13.03. The Board will post the position vacated where an employee is awarded the appointment in accordance with Article 13 and with the stipulation referred to above. If funding is not received the employee(s) will return to her (their) previous position(s). These appointments shall not extend beyond twenty-four (24) months. This procedure cannot be repeated for a similar position in the same Branch or Department until eighteen (18) months after expiry of the temporary appointment. This clause may not be used for more than six (6) postings at any one time.

**d) Appointments to Temporary Positions**

Temporary positions include those positions established on a temporary basis to meet special needs:

- (1) short term (up to six months) or seasonal increases in workload as follows:
    - (i) Acquisitions - up to the equivalent of 2 full-time positions, eight (8) weeks each, three (3) times per year;
    - (ii) Cataloguing - up to the equivalent of 2 full-time positions, eight (8) weeks each, two (2) times per year;
    - (iii) Payroll - up to the equivalent of 2 full-time positions, eight (8) weeks each, one (1) time per year; and
    - (iv) such others as may be agreed to by the Union;
  - (2) temporary fluctuations in service demands caused by the temporary closing of a library branch in a neighbouring system for the period of such closure to a maximum of twelve (12) months and provided the posting provisions of Article 13.04 (b) shall be followed.
  - (3) additional positions for students employed as part of an educational program by a recognized post-secondary institution for up to six (6) months to a maximum of six (6) students at any time.
  - (4) to accommodate disabled employees and provided the posting provisions of Article 13.04 (b) shall be followed.
  - (5) a special project of limited duration (maximum six (6) months) which the government(s) or any agency thereof (other than the Board) is prepared to fund, wholly or in part and as may be agreed to by the Union.
- e) The Union will be notified of the names of all Temporary Employees, the position number for which they were hired (if applicable), the date hired, the period of employment, their location and their general job duties.

f) Temporary Employees will be paid in accordance with Article 22 of the Collective Agreement. - . .

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- a) If a Full-Time or Part-Time Employee is unable to perform her normal duties through injury, old age or illness, the Board will make every reasonable effort to accommodate her, including providing her with alternative suitable employment, if necessary.
- b) If a Full-Time or Part-Time Employee is absent from work due to accident or illness and the parties agree that the employee will not be able to resume her regular position within two (2) calendar years following the beginning of such an absence, or if the absence continues for more than two (2) calendar years, the Board may post the position as a vacant position in accordance with Article 13.01.
- c) If the employee recovers and is ready to return to work either on a full-time or on a modified basis, the Board will maintain her as a supernumerary employee in her classification and salary range until a vacancy occurs in her classification at which time she will be placed in the position and Article 13.01 shall not apply.

**ARTICLE 14 - LAY OFF AND RECALL**

14.01 a) Both parties recognize that job security shall increase in proportion to length of service.

b) In the event of a lay-off, Full-Time Employees of the Board coming within the Bargaining Unit shall be laid off in reverse order of their seniority unless the Board has work which by reason of skill or qualification they are able, and other employees of the Board coming within the Bargaining Unit are unable to perform. When work becomes available, such employees, if laid off for a period not in excess of two, (2) years, shall be referred for recall in order of seniority provided that they possess the necessary skills and qualifications for such work. It is the employees' responsibility to provide their current address to the Human Resources Department.

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c) In the event of a staff reduction, Part-Time Employees shall be removed from work in reverse order of seniority within the position classification. When work becomes available, such employees, if not more than one (1) year has elapsed from the date they became surplus to the work requirements of the Board, shall be re-employed in seniority order provided that they possess the necessary qualifications for such work. During the period in which they are surplus to the work requirements of the Board, such Employees shall not be entitled to the benefits provided under this Agreement other than the right of recall within the specified period as provided herein.

cl) In the event of a staff reduction, Pages shall be removed from work in reverse order of seniority in the Branch involved. When work becomes available, such employees, if not more than one (1) year has elapsed from the date they became surplus to the work requirements of the Board; shall be re-employed in seniority order in the Branch involved provided that they possess the necessary qualifications for such work. During the period in which they are surplus to the work requirements of the Board, such employees shall not be entitled to the benefits provided under this Agreement other than the right of recall within the specified period as provided herein.

14.02 a) No new employee will be hired until employees on lay off referred to in Article 14.01(b) and (c) herein who are qualified have had an opportunity of recall.

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(working days)  
b) Where the Library proposes to lay-off a permanent employee, the Board will, where practicable, provide at least thirty (30) calendar days advance notice to the Union. Where the lay-off of a permanent employee is anticipated to exceed four (4) weeks, the Board shall, if so requested, meet with the Union within ten (10) calendar days to discuss such lay-offs. Grievances of alleged improper lay off shall begin at Step 2.

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Employees of the Board coming within the Bargaining Unit, who are members of the Executive of Local 1996, shall, during their term of office as such members, respectively, be the last persons' to be laid

off so long as full-time work that they are qualified to perform at their or a lower wage level is available;

### ARTICLE 15 - ON-THE-JOB TRAINING

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15.01 The Board and the Union agree on the appropriateness of on-the-job training. During the term of this Agreement, representatives of the parties shall meet to determine a practical means of instituting an on-the-job training program.

15.02 When requested by the Board, Part-Time Employees, Occasional Employees and Pages who attend orientation and/or on-the-job training sessions related to their work shall receive their regular rate of pay when these sessions take place outside their regular scheduled working hours.

### ARTICLE 16 - HOURS OF WORK

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34  
35 hrs  
16.01 a) The normal hours of work for Full-Time Employees shall be seven (7) hours per day over an elapsed time of not more than eight (8) hours inclusive of up to one (1) hour lunch break which shall be unpaid. The work week shall be five (5) days, Monday to Saturday, between the hours of 8:00 a.m. and 8:30 p.m., and 8:00 a.m. to 8:00 p.m., July 1st to Labour Day each year. Saturday hours shall be between 8:00 a.m. and 5:00 p.m. The above hours of work shall apply except where equipment shut-down requires or in the case of the Systems and Network Operators and Operations Clerks, their duties require that the starting and ending of the work day be adjusted, but in any case the regular hours of work shall not be extended more than one (1) hour per day for the employee concerned.

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b) Notwithstanding any provision of this clause or any other provision of this Agreement, the accommodation of hours of work under systems known to the parties as flex-time and variable scheduling, respectively, shall not be deemed to constitute a breach of this Agreement.

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16.02 The hours of work for Part-Time, Occasional Employees and Pages shall be as follows except as may be required for the purpose of replacement of Full-Time Employees by reason of vacation,



maternity leave or illness: not more than twenty-four (24) hours per week and not more than seven (7) hours in any given day. The work week will be considered Monday to Saturday inclusive.

- 16.03 a) In branch libraries, each full-time public service employee, who so desires shall be granted a minimum of one (1) Saturday off in two (2) on request.
- b) The hours and days of work of each Full-Time Employee or Part-Time Employee in a branch, indicating Saturdays off, shall be posted in an appropriate place in the branch at least two (2) weeks in advance.
- 16.04 Each Full-Time Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second halves of a shift.
- 16.05 Each Part-Time Employee, Occasional Employee and Page who works at least a three and one-half (3-1/2) hour period, shall be permitted a rest period of fifteen (15) minutes.

#### **ARTICLE 17 - OVERTIME**

- 17.01 All overtime is subject to the advance approval of the Chief Executive Officer or her delegate. All work in excess of thirty-five (35) hours per week for Full-Time Employees and all hours in excess of their regularly scheduled work week for Part-Time Employees which has been authorized consistent with Board policy shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate. Overtime for Pages and Occasional Employees shall be paid in accordance with the Employment Standards Act.
- 17.02 Work performed on Sunday shall be paid at the overtime rate of time and one-half (1-1/2) the employee's regular rate.
- 17.03 There shall be no pyramiding of the premium provisions of this Article.
- 17.04 The parties agree that Sunday work is voluntary. As far as possible, all other overtime shall be on a voluntary basis. However, if

insufficient volunteers are available, overtime will be assigned to qualified staff on an inverse seniority basis.

17.05 No employee shall be required to absent herself during regular hours to equalize any overtime worked.

↓ 41/1  
17.06 A Full-Time Employee or a Part-Time Employee may request time off in lieu of overtime, such time off to be calculated at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Such time off shall be taken at a time mutually agreed to by the Board and the employee. Lieu time must be taken in the calendar year in which it is earned. Any unused lieu time will be paid at the end of the calendar year.

17.07 For the purpose of computing the hourly overtime rates, the annual salary rate shall be divided by 1827 and multiplied by the overtime rates.

17.08 As far as practical, the Board will consider qualified employees on lay off to work available overtime shifts.

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17.09 Each Full-Time and Part-Time Employee of the Board coming within the Bargaining Unit who has completed her regular day's work or is called out and reports for work other than her regular work day shall be paid by the Board, as a minimum, the equivalent of three (3) hours work, whether such employee works or not, for each time such employee is so called out and reports for overtime work, as the case may be.

17.10 Overtime and call-back time shall be divided as equally as possible among Full-Time Employees and Part-Time Employees (on a pro rata basis) who are willing and qualified to perform the work available.

### ARTICLE: 18 - HOLIDAYS

18.01 a) The Board recognizes the following as paid holidays for Full-Time and Part-Time Employees:

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see 18.01d

New Year Day      Labour Day

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Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
Civic Holiday; ,	

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal governments.

- b) Pages and Occasional Employees who have worked more than three (3) months from their last day of hire shall be paid for a statutory holiday, as determined by the Employment Standards Act, provided that the employee works on her regularly scheduled day before and after the statutory holiday.
- c) The Board recognizes Easter Monday, Civic Holiday and Remembrance Day as paid holidays for Pages if said. holiday falls on the employee's regularly scheduled work day.
- \* d) Two (2) floating holidays or any four (4) half days per year shall be granted to Full-Time and Part-Time Employees who have completed three (3) months of continuous service on a date mutually agreed in advance between the Board and the individual employee.
- e) 'No part of the Library operations will be open Easter Sunday.

18.02 Employees entitled to payment for the holiday shall receive their regular number of hours' pay for such day at their regular rate of pay provided that any employee who is working on flex-time or variable scheduling shall be paid for the holiday on the basis of seven (7) hours at the employee's regular rate of pay.

Part-Time Employees shall be paid holiday pay based upon the number of hours scheduled for the holiday or if not scheduled, one-fifth (1/5) of their regular weekly earnings.

18.03 Full-Time Employees and Part-Time Employees who are required to work on the day observed as a holiday shall be paid at the 'rate of

time and one-half (1-1/2) for the time so worked and shall, in addition, be paid for the holiday as in Article 18.02 above.

18.04 When any of the days designated as holidays fall on a Saturday or Sunday, the Board will declare the holiday to be observed consistent with the City of Toronto practice.

18.05 Full-Time Employees and Part-Time Employees desiring to have religious holidays which are not statutory holidays may take such holidays in lieu of the regular day off in the week or as a leave of absence without pay.

### ARTICLE 19 - VACATIONS

19.01 a) Effective January 1, 1992, each Full-Time, and Part-Time, clerical and clerical assistant Employee who, as of December 31 in any year, has completed the following continuous service, will be entitled to annual vacation as follows:

Less than 11 months	1-1/4 days' vacation for each full calendar month of employment up to a maximum of 10 working days
Over 11 months	15 working days
Over 5 years	20 working days
Over 16 years	25 working days
Over 23 years	30 working days

b) Effective January 1, 1992, Full-Time and Part-Time Librarians who, as of December 31 in any year, have completed the following continuous service, will be entitled to annual vacation as follows:

Less than 11 months	1-2/3 days' vacation for each full calendar month of employment up to a maximum of 15 working days
Over 11 months	20 working days
Over 16 years	25 working days
Over 23 years	30 working days

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- c) Vacation entitlement for Part-Time Employees will be calculated on the basis of five (5) working days equals one (1) calendar week. Vacation pay for Part-Time Employees will be calculated on the basis of their regularly scheduled hours in a week. Effective September 1, 1989, vacation entitlement for Part-Time Employees will be based upon the employee's most recent date of hire.
- 19.02 'With the Board's prior permission, vacation with pay may be taken in advance of earned entitlement in a year.
- 19.03 Full-Time and Part-Time Employees retiring or terminating during the vacation credit year to December 31st shall receive a pro rata portion of their vacation entitlement.
- 19.04 'Vacations will as far as practical be granted at times most desired by the employees. Choice of preferred vacation periods shall be based upon seniority and in accordance with the Board's vacation policy, provided the Board shall be entitled to maintain a qualified working force of Full-Time Employees which in its discretion is sufficient to do the necessary work in an efficient manner.
- 19.05 If a holiday falls during a Full-Time or Part-Time Employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.
- 19.06 a) 'When in any calendar year a Full-Time or Part-Time Employee is absent from work and not in receipt of salary or wages from the Board for one (1) or more periods each comprised of four (4) consecutive pay periods or more, the vacation with pay entitlement of such employee under Articles 19.01 and 19.02 at the end of such year shall be pro rated for the portion or portions of such year in excess of such first-mentioned period or periods.
- b) If as a result of pro rating under this sub-clause an employee is eligible for less than the vacation with pay entitlement under sub-clauses 19.01 and 19.02, such employee shall, on request, be granted leave of absence without pay for the balance of such vacation entitlement.

c) Vacation entitlements will not be reduced during the initial six (6) months of leave for employees who take maternity or adoption leave.

19.07 When a Full-Time or Part-Time Employee on a scheduled period of vacation suffers an illness or accident, a request, supported by a certificate from a qualified medical practitioner, may be made through the Branch/Department t-lead to the Chief Executive Officer or her delegate to have the number of days lost by reason of said illness or accident converted to sick leave. If granted, the said number of days vacation shall subsequently be taken at a time convenient to the Branch/Department and the employee.

19.08 A Full-Time or Part-Time Employee shall be entitled to receive her annual vacation in an unbroken period, or in a broken period subject to Article 19.04.

19.09 On request, a Full-Time or Part-Time Employee may hold over a maximum of one-half (1/2) of her annual vacation entitlement in accordance with Article 19.01. Employees applying for maternity leave may defer 100% of their vacation entitlement provided that the deferred vacation is added to the maternity leave.

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19.10 If a Full-Time or Part-Time Employee takes vacation in advance of an actual entitlement earned as described in Article 19.01 of this Agreement and subsequently leaves the service of the Board other than by reason of death or retirement, the Board shall have the right to recover from the employee the value of such vacation taken prior to such entitlement.

19.11 Vacation pay for Occasional Employees, Temporary Employees and Pages shall be paid at the rate of six percent (6%).

## **ARTICLE 20 - SICK LEAVE/SICK PAY**

20.01 That in this clause

a) "Sick leave" means working time during which an employee is absent through illness or injury or as otherwise provided for in this Agreement, and for which the employee is qualified to

receive normal salary or wages.

- b) "Sick pay" means the salary or wages paid to an employee on sick leave.
- c) "Sick pay credit" means the cumulation of unused sick leave on any given date.
- d) "Employee" means a Full-Time Employee, a Part-Time Employee or a Page of the Board coming within the Bargaining Unit.
- e) "Month" means a calendar month.

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18 days acc no limit

- a) Sick leave shall be earned by a Full-Time Employee at the rate of one and one-half (1-1/2) days per each month of unbroken service and is cumulative if unused. - Loss of time due to accidents occurring while on duty or illness unless sick pay credits have been exhausted or paid leave of absence shall not be considered as breaking a month's service.

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- b) Part-Time Employees and Pages who have acquired seniority standing as set forth in Article 12.03 (b) shall receive sick pay credits prorated on the following basis: a cumulative sick bank credit of .075 hours for each one (1) hour worked, not to exceed 18 days accumulation in any given year.

- c) A month of "unbroken" service shall be one where an employee commences, employment on or before the fifth (5th) calendar day of a month and is employed in full or in part on all working days in a month. Service shall not be considered to be "broken" under the following conditions:

- if the employee returns from sick leave without sick leave credits and thereafter works on all remaining working days in the month in which she returned;
- if the employee is absent due to an accident occurring while on duty;

- if the employee is absent for jury duty in accordance with Article 21.07;
  - if the employee is on approved personal leave without pay for up to three, (3) consecutive working days in accordance with Article 21.02 (a);
  - if the employee is on leave of absence without pay in order to complete annual vacation entitlement in accordance with Article 19.06 (b).
- d) No sick leave shall be earned by an employee during a period of unpaid leave in excess of one (1) calendar month.

- 20.03
- a) Each employee shall be eligible to receive, after completion of one (1) month's service, sick pay at full salary or wage rate for any time lost by reason of illness or injury (except where an award is made under the Workers' Compensation Act) to the full extent of sick pay credit available to her at time of such absence.
  - b) The number of days or parts of days for which an employee receives sick Pay shall be deducted from her sick pay credit.
  - c) If an employee is absent on account of illness for less than three and one-half (3-1/2) hours, the time of such absence shall not be deducted from sick pay credit. Absence on account of illness for three and one-half (3-1/2) hours or more, but for less than a full day, shall be deducted as one-half (1/2) day.
  - d) Whenever an employee's days of illness exceed her cumulative sick pay credit, the excess days of illness are not carried forward against future credits but are regarded as days of illness without pay.
  - e) When sick leave credit has been exhausted, on request of an employee, subject to the approval of the appropriate Director or (Chief Executive Officer, annual vacation may be used in lieu of sick leave.



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'Where an employee is absent by reason of personal injury by accident arising out of and in the course of employment with the Board and an award is made by the Workers' Compensation Board, such employee shall be entitled to receive the net difference between her salary and the amount of such award, without deduction of sick pay credit.

20.05 a) When absence of an employee through illness covers more than her regularly scheduled work week, a medical certificate from a physician certifying to the illness and to fitness to return to work shall be forwarded by such employee to the Human Resources Department.

b) Notwithstanding the above paragraph, in instances where the Board is concerned about the abuse of sick leave by an employee, the employee will be interviewed and may be advised in writing, that the Board will require a medical certificate from a physician to justify all future absences covered by sick leave.

c) Following an absence owing to illness or injury of more than thirty (30) days covered by sick leave, a medical certificate from a physician may be required before such employee may return to duty.

20.06 The Board shall advise each employee in writing of the amount of sick leave accrued to her credit to December 31 by January 31 of the succeeding calendar year.

20.07 **Payment of Cumulative Sick Pay Grants**

a) In this clause "employee" means a Full-Time Employee or Part-Time Employee of the Board coming within the Bargaining Unit who has been in the continuous employ of the Board for at least ten (10) years.

b) Upon termination of employment, there shall be paid to:

i) every employee who (a) retires on account of age; or (b) retires from employment and is qualified to receive a

pension pursuant to either paragraphs (1), (2) or (3) under heading "C" of the Schedule contained in Section 5 of the By-Law No. 380-74 and amendments thereto, being a By-Law to establish a pension plan to be known as the "1974 Improved Plan", or pursuant, to the Ontario Municipal Employees Retirement System or pursuant to an approved pension plan within the meaning of Section 250 of the Municipal Act.

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- ii) every employee who, while in the service of the Board, becomes incapable through illness, old age or disability, of efficiently discharging her duties, and
- iii) there may be paid to the estate of an employee who dies during employment, the whole or part of such amount as is equal to the cumulative sick pay credits of the employee, but in no case shall such amount exceed the aggregate amount of her salary or other remuneration for the period set forth in Column 2 of the Schedule contained herein corresponding to the service requirements set forth in Column 1 thereof. The following is the Schedule hereinbefore mentioned:

<b>Column 1 Service Requirement</b>	<b>Column 2 Period</b>
At least 10 years and less than 15 years	3 calendar months
At least 15 years and less than 20 years	4 calendar months
At least 20 years and less than 25 years	5 calendar months
At least 25 years	6 calendar months

- c) Upon termination of her employment with the Board there shall be paid to every employee who resigns such employment, except where such resignation has been requested as an alternative to discharge, a separation gratuity of the whole or part of such amount as is equal to one-half (1/2) the cumulative sick pay credit of the employee, but in no case shall such amount exceed the aggregate amount of her salary or other

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remuneration for the period set forth in Column 2 of the Schedule contained -in sub-clause (2) hereof, corresponding to the service requirements set forth in Column 1 thereof.

- d) Employees will be given the option to take- their cumulative sick pay credit grants as vacation time when retiring up to the existing maximum of six (6) months.
- e) For the purpose of meeting the service requirements described in sub-clause (2) the following shall be included:
  - i) All time lost on account of absence for reasons of illness where the employee was paid for such absence.
  - ii) All time lost on account of absence for reasons of illness where the employee was not paid for such absence but was considered on sick leave.
  - iii) That in this clause "service" shall include all time worked with the former "Toronto Public Library Board".
- f) In no case shall an award made by the Workers' Compensation Board be deducted from any authorized grant to an employee or her dependents.
- g) The pay out of sick pay credits for Part-Time Employees shall be calculated on the basis of a calendar month being equal to a calendar month's earnings for a Part-Time Employee.

## **ARTICLE: 21- LEAVE OF ABSENCE**

### **21.01 Bereavement Leave**

- a) In the event of the death of a member of **an** employee's immediate family, a Full-Time Employee will be granted a leave of absence with pay up to five (5) working days. All other employees will be granted a leave of absence of up to one (1) week with pay for all regularly scheduled work days during that period. Immediate family shall be construed to mean parent, brother, sister, spouse, common-law spouse, child, grandparent and parent-in-law.

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- b) Periods of paid leave up to five (5) working days for Full-Time Employees and up to one (1) week for all other employees may also be granted in the event of death of other relatives or friends, at the discretion of the Chief Executive Officer.
- c) If out-of-town travel is required, two (2) extra days may be granted to all employees.

21.02 **Personal Leave** (Full-Time and Part-Time Employees)

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- a) Branch Heads, Coordinators and Managers may grant personal leave of absence up to three (3) working days for reasons acceptable to the Chief Executive Officer. Extensions may be considered at the discretion of the Chief Executive Officer. Such leave may be consecutive to time granted under Article 21.01 and with or without pay.
- b) Requests for casual leave of any kind shall be submitted-as far in advance as possible and in writing to the appropriate Director or delegate for approval by the Human Resources Department.
- c) Employees are expected to make medical and dental appointments when not on duty. However, should this not be possible, Branch Heads, Coordinators and Managers may grant time during working hours and this time need not be made up. If the time taken totals three and one-half (3-1/2) hours in any one day, one-half (1/2) day's sick leave is deducted.
- d) The leaves of absence in paragraphs (a) and (b) and the time off mentioned in paragraph (c) of this clause contemplate fair and reasonable notice being given by the employee. If the employee is unable to give such notice because of urgent personal or domestic circumstances, the Branch Head, Coordinator or Manager may grant such leave of absence or time off, respectively, and will promptly report the circumstances to the Human Resources Department.
- e) 'There is no loss of pay or benefits for periods of casual leave.

- f) An employee may be granted up to two (2) days paid leave per year for the conduct of **legal affairs** (including Citizenship Court appearances).
- g) Employees including Pages and Occasional Employees may be allowed leave of absence without pay and without loss of seniority or benefits for up to five (5) days:
  - i) for the marriage of an employee's child, brother or sister
  - ii) serious fire or flood in an employee's home
  - iii) graduation of an employee or her child.
- h) It is understood that in the case of an employee's marriage, up to two (2) weeks of such leave may be granted.
  - i) Where no one other than the employee can provide for the needs of an immediate family member (parents, children, spouse) during an illness, the Branch t-lead, Coordinator or Manager may grant leave of absence with pay to the employee for a period of up to five (5) working days during such illness. Where such illness exceeds one (1) working day, the employee shall provide a medical certificate.
  - j) An employee may be granted one (1) day paid leave per year for moving.

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unpaid

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paid

21.03 a) **Library Organizations**( Full-Time and Part-Time Employees)

Upon request to the Board, employees of the Board elected or appointed to office in one national and/or provincial library organization shall be granted leave of absence without loss of pay to attend meetings of that organization. Such leave may be granted for an international library organization.

b) **Conferences**(Full-Time and Part-Time Employees)

Subject to the Board's policy on conference attendance, the

Board will endeavour to send staff to the annual conference of the provincial and national library organizations. If an employee has a specialist qualification, she may attend an annual conference in her subject specialization in lieu of a library conference. ... Applicants must be personal members of the association or organization sponsoring the conference. An employee invited to participate in a conference or convention shall receive first consideration.

#### 21.04 **Pregnancy and Parental Leave**

- a) A pregnant employee shall be entitled to up to seventeen (17) weeks' pregnancy leave and each parent shall be entitled to up to eighteen (18) weeks' parental leave in accordance with this Article. Employees eligible for pregnancy leave may request an extension of pregnancy and parental leave to a maximum of 12 months total leave by applying either at the time of notice of pregnancy leave or at least one month before expiration of the pregnancy leave. Such request for additional leave shall be granted.
- b) Pregnancy leave may begin no earlier than seventeen (17) weeks before the expected date of birth. The employee must give at least two (2) weeks' written notice of the date the leave is to begin and provide a certificate from a legally qualified medical practitioner stating the expected date of birth. If the employee stops work early because of complications caused by her pregnancy, notice may be given no later than two (2) weeks after stopping work.
- c) An employee who intends to resume her employment following pregnancy and parental leave shall advise her Branch Head, Coordinator or Manager in writing one (1) month before her expected date of return. On her return to work, she will be reinstated to her position or provided with alternative work of a comparable nature at not less than her wages at the time the leave of absence began and without loss of benefits accrued to the commencement of her leave of absence.

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- d) An employee shall continue to accrue seniority during pregnancy or parental leave;
- e) An employee on pregnancy and/or parental leave continues to participate in the benefits listed under Article 24 and the. Board shall continue to make its contributions for those benefits for a period of up to thirty five (35) weeks unless she elects in writing not to do so.

f) Payments During Pregnancy Leave

Full-time and Part-time Employees and Pages who are on pregnancy leave and who have been employed for thirteen (13) weeks as of the expected date of birth of their children shall receive, provided they are in receipt of Unemployment Insurance benefits pursuant to Section 30 of the Unemployment Insurance Act, R.S.C. 1985, the following payments:

- i) for the first two (2) weeks of absence - no pay;
- ii) up to a maximum of fifteen (15) additional weeks payments equal to the difference between 75% of the employee's regular rate and the sum of her weekly Unemployment Insurance benefits.

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UIE suppl.  
15 weeks 75%

Payments During Parental Leave

Full-time and Part-time Employees and Pages who are on parental leave and who have been employed for thirteen (13) weeks as of the date of the birth of their child shall receive, provided they are in receipt of Unemployment Insurance benefits pursuant to Section 30 of the Unemployment Insurance Act, R.S.C. 1985, the following payments:

- i) for the first two weeks of leave - no pay;
- ii) up to a maximum of ten (10) additional weeks, (fifteen (15) weeks where covered by UI Act) payments equal to the difference between 75% of the employee's regular rate and the sum of the employee's weekly Unemployment Insurance benefits.

iii) except that (i) does not apply in the case of an employee who completes her pregnancy **leave** and immediately commences parental leave.

g) Parental leave for an employee who takes pregnancy leave must commence when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the parent for the first time. In all other cases, parental leave must commence within thirty five (35) weeks of the birth of a child and the employee must give at least two (2) weeks' written notice of the date the leave is to begin.

21.05 **Adoption Leave**

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a) An employee shall be entitled to adoption leave of up to eighteen (18) weeks. The employee may apply for and shall be granted an extended leave of absence to a maximum of twelve (12) months' total leave. The adoption leave must commence no more than eighteen (18) weeks after the child comes into the custody, care and control of the parent for the first time.

b) The employee must give the Board at least two (2) weeks' written notice of the date the leave is to begin unless the child becomes immediately available, in which case, such leave may commence at such time as is mutually agreeable to the employee and her Branch Head, Coordinator or Manager.

c) An employee who intends to resume her employment following adoption leave shall advise her Branch Head, Coordinator or Manager in writing one (1) month before her expected date of return. On her date of return to work, she will be reinstated to her position or provided with alternative work of a comparable nature at not less than her wages at the time the leave began and without loss of benefits accrued to the commencement of her leave of absence.

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d) An employee continues to accrue seniority while on adoption leave.

e) Full-Time and Part-Time Employees and Pages who are on



adoption leave and who have been employed for thirteen (13) weeks as of the date the child comes into the custody; care and control of the parent for the first time shall receive, provided they are in receipt of unemployment insurance benefits pursuant to Section 30 of the Unemployment Insurance Act, RSC. 1985, the following payments:

- i) for the first two (2) weeks - no pay;
- ii) up to a maximum of ten (10) additional weeks, (fifteen (15) weeks where covered by UI Act) payments equal to the difference between the benefits the employee receives from the Unemployment Insurance Commission and 75% of her regular rate of pay.

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UIC suppl  
15 weeks 75%

- f) An employee on adoption leave continues to participate in the benefits noted under Article 24 and the Board shall continue to make its contributions for those benefits for a period of eighteen (18) weeks unless she elects in writing not to do so.

g) **Spousal Birth Leave**

Employees who have completed their probationary period shall be granted paid spousal birth leave leave for a period of up to five (5) working days within the two (2) week period before or after delivery of such employee's child. Employees wishing a longer leave may apply for an extended leave without pay in accordance with Article 21.06.

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Paid

21.06 **Special or Extended Leave**

- a) Special or extended leave without pay is granted to Full-Time and Part-Time Employees after completion of probation for a period of up to and including three (3) months with benefits and a further three (3) months without benefits. Such leave will be granted only with the approval of the appropriate Director or Manager concerned.
- b) Pages not covered by Article 21.06(c) may be granted up to six (6) consecutive weeks leave of absence without pay per year, or for the entire period of the school break, whichever is greater

after completion of the probationary period as set forth in Article 12.03 (b). Such leave will be granted subject to the discretion of the appropriate Director or Manager.

- c) Pages who are elementary, secondary or post secondary school students may request leaves of absence for the entire period of their school breaks.

21.07 **Jury or Witness Service**

a) **Full-Time Employees**

Each Full-Time Employee of the Board coming within the Bargaining Unit who is called to serve as a juror or is subpoenaed as a witness in a court proceeding:

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- i) shall be granted leave of absence for such purpose provided that upon completion of her jury or witness service such employee shall present to her Branch Head, Coordinator or Manager a satisfactory certificate showing the period of such service;
- ii) shall be paid her full salary or wages for the period of such jury or witness service, provided that she shall deposit with the Treasurer of the Board the full amount of compensation received for such service and an official receipt therefor;
- iii) shall, upon being released from jury or witness service in the fore-noon of any day, immediately telephone her Branch Head, Coordinator or Manager for instructions respecting her return to work and shall, upon receiving such instruction, comply with same.

b) **Part-Time Employees and Pages**

Part-Time Employees and Pages subpoenaed to serve as jurors or witnesses in any court shall receive full payment for all hours of work that would have been regularly scheduled during such services provided that they present an official receipt and deposit with the Board full compensation received.

c) **Occasional Employees**

Occasional Employees will not be compensated while serving as a juror or witness in any court other than the court fees provided. Occasional Employees who participate in jury or witness service will not be removed from the relief list for that reason.

21.08 a) **Union Office**

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i) Any Full-Time or Part-Time Employee of the Board coming within the Union who is elected or appointed to a full-time position with C.U.P.E. or any body with which the Union is affiliated, on request from C.U.P.E. shall be granted leave of absence without loss of seniority for a period while holding such position or office of not more than one (1) year renewable annually at the option of the Board.

ii) Such employee shall receive her pay and benefits as provided for in this Agreement, but the Union' 'shall reimburse the Board for all pay and benefits during the period of absence. This arrangement **may** be waived by mutual agreement.

The period of such leave shall not be included in the length of service of such employee with the Board for the purpose of determining seniority.

iii) A Page or Occasional Employee who has acquired seniority standing as set forth in Article 12.03 (b) and who is elected or appointed to a full-time position with C.U.P.E., on request from C.U.P.E. and with the consent of the appropriate Director or Manager, shall be granted leave of absence without pay and without loss of seniority accrued to the commencement of such leave for a period while holding such position of not more than one (1) year renewable annually at the option of the Board.

b) **Union Business**

Provided that reasonable notice is given to the supervisor(s), and such leave will not interfere with the efficient operation of the Library, two and one-half (2 1/2) days per week with pay shall be

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granted to the Union President or delegate, and up to two and one-half (2 1/2) days per week unpaid leave for the Union President or delegate. The leave for the delegate will apply only when the President is absent due to illness, vacation or absences under Article 21. One (1) day per week without pay shall be granted to the Chief Steward, and leave without pay as required shall not be unreasonably denied to other Union officials to conduct the business of Local 1996. Such leave shall not cumulate from week to week. Such employee shall receive her pay and benefits as provided for in this Agreement, but the Union shall reimburse the Board for all pay and benefits in the case of unpaid leave during the period of absence. The one (1) day may be divided into two (2) half days for two (2) Union officials.

c) **Candidates for Election**

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The Board recognizes the right of an employee to participate in public affairs. Upon reasonable notice and written request, the Board shall allow a leave of absence consistent with the period of campaign between time of calling of an election and election day (for municipal elections, up to 8 weeks) without pay but without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections. Such leave shall not be withheld. If elected to office, the employee shall resign from the employ of the Board if required by legislation.

d) **Time Off to Vote**

Employees shall be given time off to vote in a federal election consistent with the Canada Elections Act. In the case of a provincial or municipal election, time of without loss of pay shall be granted if necessary to allow the employee to vote.

21.09 a) **Union Conventions**

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Upon request to the Board and provided reasonable notice is given and such leave will not interfere with the efficient operation of the Library, employees elected, appointed or selected to represent the Union at conventions, conferences, union schools and seminars shall be allowed leave of absence without loss of pay or benefits. It is understood that the Union will not normally

request more than one (1) employee from a branch or department at any one time and that such leave shall not be unreasonably denied. Not more than twelve (12) employees will be granted such leave at any one time, subject to an annual maximum aggregate of sixty (60) work days and no employee shall be allowed more than five (5) days per year. When requested, unpaid leave in excess of the provisions of this sub-article may be granted at the discretion of the Chief Executive Officer or her delegate.

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### **Study Leave**

- a) If the Board enrolls an employee in a course, enrollment shall be at the Board's expense with no loss of pay or benefits for the employee.
- b)
  - i) Full-Time and Part-Time Employees who wish to attend work-related courses on a full-time basis may apply for leave of absence without pay for up to two (2) years. Such request shall be made in writing to the Branch Head, Coordinator or Manager and shall be subject to the approval of the Chief Executive Officer or designate. Approval for the two-year period shall be given prior to the commencement of the first year.
  - ii) If leave of absence is approved, the employee may apply for a grant to cover expenses. Such a request shall be made in writing to the Chief Executive Officer or designate. Grants are made on the condition that sufficient funds are available and that the employee agrees in writing to remain in the Board's service for two (2) years or repay the Board the amount of the grant.
- c) Permanent Employees who plan to attend work related courses on a part-time basis and probationary employees who are already enrolled in such courses at date of hire may request time off from work of up to four (4) hours per week. Such a request shall be made in writing to the Branch Head, Coordinator or Manager and shall be subject to the approval of the Chief Executive Officer or designate. Enrollment shall

be at the employee's expense but shall not result in loss of pay or benefits.

- d) If participation in a course as outlined in Article 21.10 (c) does not require time off from work, the employee may apply for reimbursement of up to fifty percent (50%) of course fees. Such requests shall be made in writing to the appropriate Director upon completion of the course together with proof that the course has been successfully passed. If the course has no examination, proof of at least seventy-five percent (75%) attendance at lectures must be produced. Reimbursement is conditional upon the availability of funds.

#### 21.11 Court **Appearances**

In the event that an Employee is accused of an offense which requires a court (appearance, she shall be entitled to leave of absence without loss of seniority and without pay for the court appearance. In the event that the accused employee is jailed awaiting a court appearance, she shall be entitled to an automatic leave of absence without loss of seniority and without pay.

#### 21.12 **Employee Funded Leave Plan**

The Board has established an employee funded leave plan pursuant to which a Permanent Full-Time Employee with the approval of the Board may defer twenty percent (20%) of salary for each of four (4) consecutive years and then take a one (1) year leave of absence or defer twenty percent (20%) of salary for each of two (2) consecutive years and then take a six (6) month leave of absence.

The Employee Funded Leave Plan will be administered in accordance with the guidelines in the Letter of Intent dated December 22, 1987 as agreed to by the parties.

The Board has received preliminary approval from Revenue Canada (letter dated April 6, 1987). If, for any reason, Revenue Canada withdraws approval for the Plan, the parties will meet to discuss the matter.

## ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

- 22.01 The Board shall pay salaries and wages every two (2) weeks in accordance with Schedule "B" and "C" of this Agreement.
- 22.02
- a) When a Full-Time or Part-Time Employee is promoted to another classification, such employee shall be placed on an increment level in her new classification which will provide an increase at least equivalent to her regular increment in the previous scale.
  - b) The date of implementation of increments for Full-Time or Part-Time Employees shall be the anniversary date of promotion to the new classification.
  - c) An employee's anniversary date for an increment shall not be adjusted as a result of the initial six (6) months of maternity leave.
  - d) If a Full-Time or Part-Time Employee is temporarily appointed to fill a higher-rated position for one (1) month or more, or, as a result of gapping is appointed to fill a higher rated position, she shall receive an increase at least equivalent to the regular increment in her scale.
  - e) When a Full-Time or Part-Time Employee is temporarily assigned to a position paying a lower rate than her own for the convenience of the Board, the rate shall not be reduced.
  - f) Occasional Employees shall receive increments in their current classification upon completion of each 1,827 hours worked subject to the approval of the Chief Executive Officer. The accumulation of hours for Occasional Employees will date from December 4, 1984. Where the Chief Executive Officer withholds an increment the employee shall be advised in writing of the reasons therefor. Such withholding of an increment may be the subject of a grievance.

- g) When a Page or Occasional Employee is promoted to another classification, such employee shall be placed at a minimum increment level in her new classification which is greater than the increment level she was paid in her previous classification. Subsequent progress through, the increment levels shall be based upon completion of 1,827 hours by the employee from the effective date of her promotion, as provided for in Article 22.02 (f) above.
- h) A Page or Occasional Employee who is assigned to perform the regular duties of a position of higher classification than that of her current classification for a continuous period of five (5) regularly scheduled working days or more, shall be paid the minimum increment level within the higher classification which is greater than the increment level she is paid within her current classification.
- i) During the probationary period, no employee shall be paid below the minimum rate for the job.
- j) Increments shall be paid for temporary appointments on the basis of Article 22.02 (f) of the Collective Agreement.

22.03 A n employee may, upon giving at least three (3) weeks notice, receive any pay cheques which may fall due during the period of vacation on the last regular day before commencement of her vacation.

- 22.04
- a) While the Board encourages the use of public transit, if employees are required by the Board to use their automobile on Board business, mileage shall be at the rate of \$0.36 per kilometer.
  - b) Employees are not required to own an automobile as a condition of employment.
  - c) When an employee is required to travel by the Board, other than as noted above, from one branch or department to another as part of her duties, she shall be entitled to reimbursement of



transit fare.

## ARTICLE: 23 - JOB CLASSIFICATION

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- 23.01 In the event of the Board altering the major duties or responsibilities of, or establishing a new classification for, any employee or any group of employees, the Board shall advise the Union of the proposed wage or salary rate therefor and Schedules "B" or "C" of this Agreement shall be amended accordingly. If, in the opinion of the Union, such proposed wage or salary rate appears to be unfair or is improper, the same may be treated as a grievance.
- 23.02 Employees who have had their positions upgraded as a result of job reclassification shall not be required to re-apply or requalify for said positions.

## ARTICLE 24 - EMPLOYEE BENEFITS

### 24.01 Pension (Full-Time Employees)

- a) All permanent Full-Time Employees on staff prior to July 1, 1965 are enrolled in the Toronto Civic: Employees Pension and Benefit Fund. All other permanent Full-Time Employees are covered by the Ontario Municipal Employees Retirement System, in accordance with the entrance requirements of the scheme. Supplementary coverage is also provided on a Type I and Type III plan with a 2% benefit level.
- b) The Board shall endeavour to annually provide each employee with a statement of benefits accumulated to date.
- c) Each Full-Time permanent employee of the Board coming within the Bargaining Unit., who is a member of the plan for pensions and other benefits and privileges established by By-law No. 380-74 of the then Corporation of the City of Toronto, as amended, and her beneficiary or beneficiaries, as the case may be, shall be entitled to such pensions, benefits and privileges as may be applicable to her thereunder, subject to all terms and conditions thereof or relating thereto.
- c) Each new Full-Time Employee of the Board coming within the Bargaining Unit who is eligible to become a member of the

Ontario Municipal Employees Retirement System, shall become a member thereof upon hiring except for Temporary Employees as per Article 13.04.

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- e) Each employee shall be retired upon attaining age 65, such retirement to be effective upon the last day of the month in which the 65th birthday occurs.
- f) Pension (All Other Employees)  
Employees other than Full-Time Employees who meet specified criteria under the Ontario Pension Benefits Act may apply to join the Ontario Municipal Employees Retirement System (OMERS) Pension Plan.

24.02 Comprehensive Medical Protection Plan (Full-Time and Part-Time Employees)

- a) **OHIP**  
Coverage in accordance with the rules and regulations of the following plans is to be provided to Full-Time and Part-Time Employees with the Board paying the full cost of premiums as from completion of probation for the Ontario Hospital Insurance Plan (including Code 33). Effective December 1, 1987, the family premium shall cover dependent full-time students over 21 years of age.

- b) **Medical and Supplemental Hospital**  
The Board shall enter into a contract with an insurer selected by the Board for the purpose of supplementing the insured services referred to in Article 24.02 (a) by providing accommodation at the semi-private ward level for any Employee to whom such Article is applicable, and such contract shall provide that, in respect: of each such Employee, except Part-Time Employees the Board shall pay one hundred percent (100%) of the single premium or the family premium, as the case may be, for such supplementary services, provided that such insured services shall provide benefits equivalent to the benefits provided by CUMBA Co-operative Health Services. Effective October 1, 1991, the prescription drug plan will include prescription drugs deregulated during the term of this Agreement for the balance of

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the Agreement. Effective December 1, 1987, the family premium shall cover dependent full-time students over 21 years of age.

**c) Paramedic Service**

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The Board shall provide for coverage.. for the services. of a licensed Chiropractor, Osteopath, Podiatrist and Chiropodist up to fifteen dollars (\$15) per person, per visit including up to thirty-five dollars (\$35) per person, per year for x-rays for a Chiropractor, to a maximum of two hundred dollars (\$200.00) per year, effective January 1 , 1990 and two hundred and fifty dollars (\$250.00) effective January 1, 1992, payable only after OHIP ceases to pay any portion of the expenses. Effective January 1, 1990 the family premium shall cover dependant full-time students over 21 years of age.

**cl) Dental**

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i) 'The Board shall enter into a contract with an insurer licensed under the Prepaid Hospital and Medical Services Act to provide a plan for payment for dental services, equivalent to the Red (no deductible) dental plan of CUMBA Co-operative Health Services for any Employee in "The Permanent Service' class of employees of the Board and such contract shall provide that in respect of each employee covered thereby, the Board shall pay one hundred percent (100%) of the single premium or family premium, as the case may be, except for Part-Time Employees for such plan. Effective December 1, 1987, the family premium shall cover dependent full-time students over 21 years of age.

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ii) 'The Board will provide by contract with an insurer selected by the Board additional dental insurance equivalent to CUMBA Dental Rider number two (2) including, effective January 1, 1990, denture coverage on a sixty percent (60%) employer/forty percent (40%) employee co-insurance basis and CUMBA Dental Rider number one (1) (Endodontics, Periodontal and Extensive Oral Surgery) (non-deductible) for those Employees eligible for dental insurance provided in Article 24.02 (d) (i) herein and the Board shall pay one hundred percent (100%) of the single or family premium as

the case may be for each employee so covered thereby except Part-Time Employees. An orthodontia rider shall be provided on a fifty percent (50%) co-insurance basis (with a \$2,000 maximum lifetime benefit per employee/child) under the family rate and Full-Time Employee's dependent children under 21 years of age. The cost of the premium shall be paid one hundred percent (100%) by the Board except for Part-Time Employees. Effective May 1, 1990, the dental plan shall include a major restorative rider on a 70% Board - 30% Employee coinsurance basis. Expenses to be covered will be as follows: single crown restorations (caps), inlays, onlays and gold fillings and effective January 1, 1992, fixed bridge work. Effective December 1, 1987, the family premium shall cover dependent full-time students over 21 years of age.

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e) **Optical**

The Board will provide for an optical benefit plan to employees allowing for two hundred and fifty dollars (\$250) every two (2) years effective October 1, 1991 and two hundred and seventy-five dollars (\$275) effective January 1, 1992. The Board will pay one hundred percent (100%) of the premium except for Part-Time Employees. Effective December 1, 1987, the family premium shall cover dependent full-time students over 21 years of age.

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f) **Hearing**

The Board will provide for a hearing aid benefit plan to employees allowing for up to a maximum of five hundred dollars (\$500) per family per benefit year effective October 1, 1991. The Board will pay one hundred percent (100%) of the premium except for Part-Time Employees. Effective January 1, 1990 the family premium shall cover dependant full-time students over 21 years of age.

g) In the case of absence for illness, the Board contribution will be paid to the above plans so long as the employee has sick leave to her credit, and for two (2) months subsequent to the exhaustion of sick leave credits. Thereafter, the employee may

pay the full premiums through the Board.

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- h) Effective January 1, 1990, Part-Time Employ& shall be eligible to become members of the Board's medical, dental, optical and hearing aid plans; The Board shall pay, fifty percent (50%) of the premium of said plans and the said employee shall pay the remaining fifty percent. (50%) of the premium which shall be deducted from her salary.

24.03 **Workers' Compensation**

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An employee coming within the Bargaining Unit who is off duty on account of personal injury by accident arising out of and in the course of employment with the Board, and to whom an award is made by the Workers' Compensation Board, shall be entitled to receive her normal basic pay, provided that such employee shall promptly reimburse the Board for full amount of the award of the Workers' Compensation Board with respect to payment- for lost wages.

24.04 a) **Long-Term Disability** (Full-Time and Part-Time Employees)

With the exception of disability cases existing on December 1 , 1976 each employee who has completed six (6) months of employment shall, as a condition of employment, be insured under a long-term disability insurance contract to be entered into by the Board with an insurer licensed under The Insurance Act and selected by the Board, in a monthly amount equal to seventy-five percent (75%) of the basic: salary of such employee at the date of the onset of such employee's total disability, up to a maximum of one thousand dollars (\$1,000.00) monthly for the period ending December 31, 1984, and thereafter twelve hundred dollars (\$1,200) monthly where the onset of total disability occurred on or after January 1, 1985, and thereafter two thousand dollars (\$2,000) monthly where the onset of total disability occurred on or after December 1, 1986 and effective July 1, 1988 two thousand five! hundred dollars (\$2,500) where the onset of disability occurs on or after January 1, 1988, and effective July 1, 1990 three thousand dollars (\$3,000) where

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onset of disability occurs on or after January 1, 1990, reduced in each month by the amount which such employee is eligible to receive for or with respect to such month under:

- i) the Canada or Quebec Pension Plan,
- ii) any retirement pension plan for employees of the Board,
- iii) the Workers' Compensation Act, and
- iv) any other plan or program to which the Board makes a contribution.

to be payable commencing on the completion of six (6) months after the onset of such employee's total disability and the cessation of any period thereafter that she receives sick leave pay, and the Board shall pay one hundred percent (100%) of the part of the premium for such insurance, payable in respect of each such employee covered thereby.

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The basic salary for Part-Time Employees shall be their normal hourly rate times the number of hours per month they are normally scheduled.

- b) Effective October 1, 1991, the Board will pay 100% of the premiums for OHIP, semi-private, comprehensive medical and dental coverage to employees on long-term disability.
- c) For employees who are in the qualifying period for long-term disability benefits, the Board will pay its share of the employee's premiums, except for any period where a premium waiver applies, but in any event not exceeding the six (6) consecutive months between the onset of disability and the commencement of long-term disability.
- d) Effective September 1, 1987, the long-term disability benefit to all recipients of long-term disability benefits as of that date will be increased by a one-time increase of fifty dollars (\$50) per month provided that such increase shall not result in any employee receiving more than two thousand dollars (\$2,000) per month. The fifty dollars (\$50) increase will be prorated for employees engaged in rehabilitative employment, Effective January 1, 1990, the long-term disability benefit to existing

recipients of long-term disability benefits as of that date will be increased by a one-time increase of twenty-five dollars (\$25) per month provided that such increase shall not result in any employee receiving more than two thousand five hundred dollars (\$2,500) per month. Effective October 1, 1991, the long-term disability benefit to existing recipients of long-term disability benefits' as of that date will be increased by a one-time increase of twenty-five dollars (\$25) per month provided that such increase shall not result in any employee receiving more than three thousand dollars (\$3,000) per month. The twenty-five dollar (\$25) increase will be prorated for employees engaged in rehabilitative employment. This payment shall not be deemed to be a plan or program to which the Board makes a contribution under Article 24.04 (a) of this Agreement.

24.05 **Group Life insurance** (Full-Time and Part-Time Employees)

- a) Each employee who has completed at least six (6) months continuous service as an employee of the Board shall, as a condition of employment, be insured under a group life insurance contract to be entered into by the Board with an insurer licensed under The Insurance Act and selected by the Board, in the amount, effective October 1, 1991, of five thousand dollars (\$5,000) for each such employee covered by such insurance, and the Board shall pay one hundred percent (100%) of the part of the premium for such insurance chargeable in respect to each such Full-Time Employee covered thereby, and fifty percent (50%) of the premium for each Part-Time Employee, it being understood and agreed that in the event of any experience rating credit arising out of the operation of the contract becoming available, such credit will be used to reduce or stabilize subsequent premiums thereunder.
- b) The Board shall provide by contract with an insurer licensed under The Insurance Act and selected by the Board additional group life insurance in addition to that provided for under Article 24.05 (a) for each Full-Time and Part-Time Employee who has completed at least six (6) months continuous service as an employee of the Board and makes application therefor in the

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amount that, calculated with the amount of the insurance provided for in Article 24.05 (a) will be equivalent to 1-1/2 times such employee's annual salary taken to the nearest one thousand dollars (\$1,000) or, if specified in such application, any lesser amount. comprised of one (1) or more sums of two thousand dollars (\$2,000) and fifty percent (50%) of the part of the premium for such additional insurance chargeable in respect to each such employee covered thereby shall be paid by the Board first and the employee shall thereupon pay the other fifty percent (50%) of such part of such premium during the period of her employment with the Board provided that the maximum amount of additional group life insurance available to such employee hereunder, shall not be affected by the reclassification of such employee's position or the assignment of such employee to a new position classification during the term of this Agreement.

- c) Although the insurer may be changed from time to time by the Board, an employee, who has failed to apply for the additional group life insurance provided pursuant to Article 24.05 (b) when she may have obtained it without evidence of her insurability, shall not be entitled to such insurance except under the terms imposed by the insurer with respect to evidence of insurability.

24.06 **Benefits (Occasional and Temporary Employees)**

- a) Effective January 1, 1990, Occasional Employees will receive ten percent (10%) of base salary in lieu of benefits. These payments will not be included when computing overtime or other premium payments.
- b) Effective January 1, 1990, Temporary employees will receive eight percent (8%) of base salary in lieu of benefits after twelve (12) months. These payments will not be included when computing overtime or other premium payments.

24.07 **Benefits (Temporary Appointments)**

- a) A Full-Time Employee who is appointed temporarily to a full-time position will continue to receive all the rights and benefits of a



Full-Time Employee under the Collective Agreement,

- b) A Full-Time Employee who is appointed temporarily to a part-time position will continue to receive all the rights and benefits of a Full-Time Employee under the Collective Agreement on a prorated basis.
- c) A Part-Time Employee who is appointed temporarily to a full-time position will continue to receive all the rights and benefits of a Part-Time Employee under the Collective Agreement and after one month will not have any deductions from pay for the cost of benefits under Article 24.02 other than deductions which apply to Full-Time Employees.
- d) A Part-Time Employee who is appointed temporarily to a part-time position will continue to receive all the rights and benefits of a Part-Time Employee under the Collective Agreement.
- e) A Page who is appointed temporarily to a full-time or part-time position will continue to receive all the rights and benefits of a Page under the Collective Agreement and a premium payment in lieu of medical benefits of five percent (5%) for each regular non-overtime hour worked. This payment will not be included when computing overtime or other premium payments. Where an appointment is expected to last more than twelve (12) months the Page may choose to be enrolled in benefits under Article 24 or, at her option, may receive the premium payment referred to above.

24.08 **Benefits - Retirees**

- a) For each employee who retires on an immediate unreduced service or disability pension, the Board shall continue to provide group life insurance in the amount of three thousand dollars (\$3,000) until such employee attains the age of sixty-five (65) years.
- b) The Board will provide a three thousand dollar (\$3,000) paid-up group life insurance policy for employees who retire on, or after January 1, 1992.

- c) The Board will provide Comprehensive Medical Insurance Coverage as set out in Article 24 to retired employees and their spouses, except that:
- i) prescription drugs for retirees over: age 65 are excluded.
  - ii) orthodontia services are excluded and major restorative expenses are on a 50% co-insurance basis
  - iii) the maximum payout for the professional services of a registered graduate nurse is 504 community hours per person, lifetime.
  - iv) the annual maximum payment for the combined expenses of the Supplemental and Comprehensive Medical Protection Plans for retirees 65 years of age or older is \$15,000
  - v) the major restorative rider is provided on a 50% payment basis with an annual maximum payment of \$1,000.

**ARTICLE 25 - TECHNOLOGICAL CHANGE**

25.01 It is the policy of the Board to endeavour to place in other positions of comparable responsibility any permanent Full-Time Employee or Part-Time Employee of the Board who may be displaced by major technological or organizational change.

25.02 The Board shall provide the Union with three (3) months written notice of major technological change affecting staff levels in order to allow the Union to make any representations it wishes to the Board. Any representations shall be made promptly in writing and in any event within sixty (60) days of the giving of such notice.

25.03 Should the Board decide to contract out any work now performed by the employees coming within the Bargaining Unit, no permanent employee with at least one (1) year's permanent service will be laid off or have her employment terminated by reason thereof.

25.04 In the event that major technological or organizational change requires special training, the Board shall provide such training as is necessary with no loss of pay or benefits to the employee.

25.05 A permanent employee who cannot be placed in a position of comparable responsibility as provided for in Article 25.01 shall be

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offered a position of less responsibility and shall be maintained at the wage rate in effect prior to the displacement.

25.06 Employees displaced by virtue of major technological or organizational change shall be afforded the opportunity to bid- on other positions consistent with the criteria of this Agreement.

## ARTICLE 26 - CONTACT REPORT SYSTEM

26.01 a) Where a discussion occurs between an employee of the Board coming within the Bargaining Unit and the supervisor of such employee pertaining to any matter which relates to the conduct of such employee or which might result in disciplinary action being taken against such employee, such discussion shall be recorded in writing within ten (10) days and one (1) copy thereof be furnished to the employee, one (1) copy to the Secretary of CUPE Local 1996 and one (1) copy to the Human Resources Department..

b) Discharged employees shall be given a notice of discharge in writing, and the reasons for discharge given in the notice shall be those relied on in any arbitration arising from the discharge. In case of discharge, the burden of proof shall rest with the Board.

c) At the time formal discipline is imposed or at any discussions referred to in Article 26.01, an employee is entitled to be represented by a Union representative. The Board shall notify the employee of this right in advance of the meeting.

## ARTICLE 27 - GENERAL

### 27.01 Bulletin Boards/Union Notices

a) The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. As a matter of courtesy the Union will send copies of posted material to the Human Resources Department.

b) All notices shall be authorized for posting by the Union by means of a signature of a member of the Union Executive, a Steward or a Branch Representative.

**27.02 Meal & Storage of Clothing**

The Board recognizes the need to upgrade facilities for meals and storage of clothing and undertakes to bring about such upgrading as quickly as budgetary constraints permit.

**27.03 Phone In to Supervisor**

Employees are expected to phone in to their immediate supervisor in the event that they are unable to report for work at their normal time. Employees are also expected to phone in to advise their immediate supervisor of their anticipated date of return. The timing of such communication shall be in accordance with Library procedures.

**27.04 Personnel File**

An employee shall have access to and be able to view her entire personal file upon request in the Human Resources Department and in the presence of a member of the Human Resources staff. Upon request, an employee shall be provided with a copy of any material contained in her personal file.

**27.05 Copies of Agreement**

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason the Board shall print, at its own cost, sufficient copies of the Agreement in a Union shop as soon as possible after execution of the Agreement.

**27.06 Medical Examinations**

Medical examinations shall not result in denying permanent status to any employee.

**27.07 Clothing**

The Board shall provide, once every two (2) years (or as replacement may otherwise be required because of bona fide circumstances) a parka, a jacket and protective overshoes to each

Full-Time or Part-Time Employee who is regularly engaged in performing outdoor duties for the Library-on-Wheels and Shut-In Services.

**ARTICLE 28 - DEFINITIONS :**

**28.01 Full-Time Employees**

A Full-Time Employee is an employee who is hired by the Board to perform work in the classifications appended in Schedules "B" and "C" and who works the hours outlined in Articles 16.01 and 16.04.

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A Part-Time Employee is an employee who is hired by the Board on a regularly scheduled basis for not more than 24 hours per week, except as provided in Article 16.02 and who performs work in the classifications appended in Schedules "B" and "C".

**28.03 Occasional Employees**

An Occasional Employee is an employee who is hired by the Board for not more than 24 hours per week, except as provided in Article 16.02 to work as a replacement for a Full-Time Employee on a non-regularly scheduled basis covered by the classifications appended in Schedule "B".

Benefits coverage for Occasional Employees is as provided in Article 24.06 (a).

**28.04 Pages**

Pages are regularly scheduled employees hired for not more than 24 hours per week, to shelve books, shelf read, pack and unpack library materials, and to assist with basic circulation and catalogue maintenance routines. Their duties may include simple filing, checking, typing which requires no speed for proficiency (i.e. label typing) and basic telephone answering (e.g. taking or relaying messages, stating hours of opening or branch location).

**28.05 Temporary Employees**

A Temporary Employee is an employee hired from outside the bargaining unit pursuant to Article 13.04 of this Agreement. The following Articles shall apply to Temporary Employees: Article 1 - Recognition; Article 2 - Gender; Article 3 - Management Rights;

Article 4 - No Discrimination; Article 5 - Check Off of Union Dues and Union Membership; Article 6 - New Employees; Articles 9 and 10 - Grievance and Arbitration (except that a Temporary Employee may not grieve her discharge or termination); Article 11 - No Strike, No Lockout; Article 15 - On-the-Job Training; Article 16.04 - t-tours of Work; Article 19.11 - Vacations; Article 20.01- 20.06 Sick Leave/Sick Pay (commencing after 12 months of employment and there shall be no pay out on termination); Article 21 - Leave of Absence (3 weeks unpaid leave after twelve (12) months of employment); Article 21.01 (a) - Bereavement Leave; Article 22.02 (h) - Wages (Temporary Employees will be paid every two weeks); Article 24.02 -Employee Benefits (The Board shall pay fifty percent (50%) of the premium for OHIP for such an employee after twelve (12) months of employment and the employee shall pay the remaining fifty percent (50%) of the premium which shall be deducted from her salary); Article 24.06 (b) - Benefits - Temporary Employees; Article 26 - Contact Report System (except that a Temporary Employee may not grieve her discharge or termination); Article 27 - General. Temporary Employees will be paid overtime for hours worked in excess of 35 hours per week. Holidays, Maternity Leave, Hours of Work and Notice of Termination of Employment shall be in accordance with the Employment Standards Act.

28.06 **Probationary Period**

The probationary period is set out in Article 12.03.

**ARTICLE 29 - LANGUAGE BONUS (Full-Time and Part-Time Employees)**

29.01 An employee who, as a part of her regular duties, is required to use a language other than English will be paid a language bonus. The requirement for use of the language will be reviewed annually, such review to be based on language use and collection status. Recipients of the language bonus must pass a test of proficiency prescribed by the Board.

29.02 Employees working in branches required to use a language other than English will be paid a bonus upon the agreement of the Director, Public Services that the language is a requirement for service.

29.03 Employees in departments and divisions other than branches must have the agreement of the Coordinator or .Manager and the appropriate Director that the language is required. In Departments or Divisions other than branches, the language must be required for use at least: twenty percent (20%) of the work week. If a language does not require a full twenty per cent (20%) of a work week, the bonus can be applied on a prorated basis.

29.04 The positions with language requirements other than English will be established during the term of this Agreement and payment will be retroactive to January 1 st, 1981, or when the requirement was evident, whichever comes last.

29.05 The language bonus will apply to book selection duties other than English.

29.06 Effective January 1, 1991, the bonus to be paid will be as follows:

1 st language	Seven Hundred (\$700.00) per annum
2nd language	Five Hundred (\$500.00) per annum
3rd and subsequent languages	One Hundred and Fifty (\$150.00) each per annum

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Part-Time Employees will be paid at fifty percent (50%) of the amount of the bonus for Full-Time Employees.

29.07 Effective January 1, 1990 system selection assignments will be allocated as follows:

a) System selection assignments will be posted in accordance with Article 13 separately identifying: the language(s) involved; the expected number of hours per year; the expected annual budget; the language bonus payable; any associated duties; and whether the assignment will be performed during or outside the employee's regular hours.

b) If the hours involved are expected to exceed forty-eight (48) per year or the budget is expected to exceed one thousand dollars (\$1,000) per annum then the system selection assignment will

be performed during the employee's regular hours. The system selection assignment will be added to the employee's job duties and the employee's classification and compensation will be subject to the provisions of Article 23. Any salary adjustment will terminate when the system selection assignment ceases.

- c) If the hours for the system selection assignment are not expected to exceed forty-eight (48) per year and the budget is not expected to exceed one thousand dollars (\$1,000) per annum then the additional duties will be performed outside the employee's regular hours and will be remunerated at time and one-half on the basis of the Librarian I, Step 1 rate or the employee's rate of pay, whichever is greater.

### **ARTICLE 30 - HEALTH AND SAFETY**

- 30.01 The parties shall cooperate in promoting a work environment that enhances employee occupational health and safety and meets or exceeds the requirements of the Occupational Health and Safety Act, 1980 as amended by Bill 208 in 1990 and any subsequent health and safety legislation.
  
- 30.02 In the interests of promoting occupational health and safety in the workplace, the Board will continue the system-wide Joint Occupational Health and Safety Committee composed of four (4) Union representatives (two (2) from Local 1996 and two (2) from Local 1003) and not more than four (4) Board representatives. The Committee shall hold meetings at least once every two (2) months, or more frequently if necessary, to consider, review and recommend improvements in occupational health and safety conditions and practices. The Board and the Union each designate their respective Chairperson. The Chair shall operate on a rotating basis. The Board shall provide a Secretary to the Committee who shall record the minutes, correspondence, recommendations and actions. Minutes shall be taken of all meetings and copies of minutes and all correspondence shall be sent to the Board and the Union Chairpersons.
  
- 30.03 The responsibilities of the Joint Occupational Health and Safety Committee include participation in the selection of new equipment.



30.04 'The Union representatives on the Joint Occupational Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by the Union for instruction and upgrading on health and safety matters. Any leaves of absence to attend such courses or seminars shall be in accordance with Article 21.09(a).

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30.05 'Time spent by Union representatives on the Joint Occupational Health and Safety Committee in meetings or Committee investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

30.06 The Board recognizes that employees should receive proper training and instruction regarding the safe operation of equipment before being required to operate such equipment.

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The Board will not discharge, discipline, penalize or intimidate an employee who has refused to perform certain work because she has reason to believe that the work is likely to endanger herself or another employee, provided that the employee has complied with the procedures set out in the Occupational Health and Safety Act regarding work refusals.

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30.08 One (1) Union representative and one (1) Board representative of the Joint Occupational Health and Safety Committee shall conduct an annual inspection of the workplaces. The Committee shall determine the locations to be inspected during each quarter. In the event of an accident at the workplace, one (1) Union representative and one (1) Board Representative of the Committee shall be allowed to complete an investigation of the occurrence. Representatives of the Canadian Union of Public Employees may be invited to attend Committee meetings or other related activity pursuant to Article 8.05.

30.09 An employee injured at work during working hours and required to leave for medical treatment shall receive payment for the remainder of the day at her regular rate of pay, without deduction from sick leave, unless a physician states that the employee is fit for further work on that day. The Board shall compensate the employee for transportation to the nearest physician or hospital for the medical

treatment.

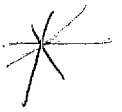
- 30.10 The Board shall provide the representatives on the Joint Occupational Health and Safety Committee with details of every occupational accident or occupational disease that occurred at the worksite which has been brought to the Board's attention.
- 30.11 Recommendations of the Committee shall be forwarded to the Chief Executive Officer. The response will be provided at the next meeting of the Committee.
- 30.12 Any employee engaged in continuous VDT work shall be entitled to spend ten (10) minutes on other duties within every hour of such work.

#### **ARTICLE: 31 - ELECTRONIC MONITORING**

- 31.01 Electronic monitoring shall not be used as the major method in evaluating the work performance of a Full-Time, Temporary, Part-Time Employee or a Page.

#### **ARTICLE 32 - AMALGAMATION**

- 32.01 In the event that the Board merges or amalgamates with any other body, the Board undertakes to ensure that:
- i) Employees shall be credited with all seniority rights with the new employer.
  - ii) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new employer.
  - iii) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by C.U.P.E. members with the new employer.
  - iv) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.



- v) No employee shall suffer a loss of employment as a result of merger.
- vi) Preference in location of employment in the merged municipality shall be on the basis of seniority.

**ARTICLE 33 - PORTABILITY OF SERVICE CREDITS**

33.01 If an employee becomes employed by another Library Board in Metro Toronto, the Board agrees, on request of the employee, to provide her with a letter stating accrued transferable credits.

**ARTICLE 34 - DURATION**

34.01 This Agreement shall remain in force and effect from April 1, 1996 to and including the 31st day of December 1997 and from year to year thereafter subject to such change and-alteration therein and thereto as from time to time may be made pursuant to and in accordance with the provisions of this Agreement, provided however, that the Board or the Union may give to the Union or the Board, as the case may be, not more than ninety (90) days and not less than thirty (30) days written notice prior to expiry of this Collective Agreement of the desire of the Board or the Union, as the case may be, to terminate this Agreement or any provision thereof, and upon giving such notice the parties will undertake negotiations for the conclusion of a new Collective Agreement in accordance with the provisions of the Labour Relations Act of Ontario.

IN WITNESS WHEREOF 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 this 31st day of January, one thousand nine hundred and ninety-seven. .

THE: TORONTO PUBLIC LIBRARY BOARD

WILLIAM MC KENNAN  
LOUISE MC INNES  
BRUCE SHINTANI

THE: CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1996

JANET WALKER  
President

L O I S HORST  
LILLIAN MITCHELL  
MARLENE ARCHAMBEAU  
NICOLA LAWRENCE  
JOANNE MARTIN

Approved by the Toronto Public Library Board February 12, 1997

EDMUNDO VASQUEZ  
Chairperson

GABRIEL LUNDEEN  
Secretary-Treasurer

**SCHEDULE A**

**UNION STEWARDS**

Chief Steward .....	1
Stewards at Large .....	<u>15</u>
Total .....	16

## SCHEDULE B

### PAGES

Effective April 1, 1996, the rate for all Pages is \$9.30 per hour.

Effective January 1, 1997, the rate for all Pages is \$9.30 per hour,

### OCCASIONAL AND TEMPORARY EMPLOYEES

Effective April 1, 1996, the rate for Occasional and Temporary Employees is as set out in the preceding 1996 Schedule.

Effective January 1, 1997, the rate for Occasional and Temporary, Employees is as set out in the preceding 1997 Schedule.

Occasional and Temporary Employees will also receive a percentage of their base salary in lieu of benefits, as set out in Article 24.06 of the Collective Agreement.

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE 1A	1	\$25,777	\$983.85	\$14.06	\$21.09
	2	\$26,786	\$1,022.31	\$14.61	\$21.92
	3	\$27,807	\$1,061.34	\$15.16	\$22.74
	4	\$28,821	\$1,100.04	\$15.71	\$23.57
CODE 1A	1	\$27,282	\$1,041.30	\$14.88	\$22.32
	2	\$28,294	\$1,079.92	\$15.43	\$23.15
	3	\$29,310	\$1,118.70	\$15.98	\$23.97
	4	\$30,325	\$1,157.44	\$16.53	\$24.80
CODE 1A	1	\$33,316	\$1,271.60	\$18.17	\$27.26
	2	\$34,329	\$1,310.27	\$18.72	\$28.08
	3	\$35,393	\$1,350.88	\$19.30	\$28.95
	4	\$36,461	\$1,391.64	\$19.88	\$29.82
CODE 1A	1	\$34,847	\$1,330.04	\$19.00	\$28.50
	2	\$35,909	\$1,370.57	\$19.58	\$29.37
	3	\$36,975	\$1,411.26	\$20.16	\$30.24
	4	\$38,042	\$1,451.98	\$20.74	\$31.11
CODE 2	1	\$27,192	\$1,037.86	\$14.83	\$22.25
	2	\$28,401	\$1,084.01	\$15.49	\$23.24
	3	\$29,607	\$1,130.04	\$16.14	\$24.21
	4	\$30,839	\$1,177.06	\$16.82	\$25.23

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE 2	1	\$28,698	\$1,095.34	\$15.65	\$23.48
	2	\$29,907	\$1,141.49	\$16.31	\$24.47
	3	\$31,114	\$1,187.56	\$16.97	\$25.46
	4	\$32,347	\$1,234.62	\$17.64	\$26.46
CODE 2	1	\$30,210	\$1,153.05	\$16.47	\$24.71
	2	\$31,416	\$1,199.08	\$17.13	\$25.70
	3	\$32,624	\$1,245.19	\$17.79	\$26.69
	4	\$33,858	\$1,292.29	\$18.46	\$27.69
CODE 2	1	\$31,716	\$1,210.53	\$17.29	\$25.94
	2	\$32,922	\$1,256.56	\$17.95	\$26.93
	3	\$34,133	\$1,302.79	\$18.61	\$27.92
	4	\$35,417	\$1,351.79	\$19.31	\$28.97
CODE 4	1	\$28,319	\$1,080.88	\$15.44	\$23.16
	2	\$29,828	\$1,138.47	\$16.26	\$24.39
	3	\$31,334	\$1,195.95	\$17.09	\$25.64
	4	\$32,872	\$1,254.66	\$17.92	\$26.88
CODE 4	1	\$29,827	\$1,138.44	\$16.26	\$24.39
	2	\$31,314	\$1,195.19	\$17.07	\$25.61
	3	\$32,840	\$1,253.44	\$17.91	\$26.87
	4	\$34,379	\$1,312.18	\$18.75	\$28.13



SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE 4	1	\$31,335	\$1,195.99	\$17.09	\$25.64
	2	\$32,842	\$1,253.51	\$17.91	\$26.87
	3	\$34,352	\$1,311.15	\$18.73	\$28.10
	4	\$35,967	\$1,372.79	\$19.61	\$29.42
CODE 4	1	\$32,841	\$1,253.47	\$17.91	\$26.87
	2	\$34,352	\$1,311.15	\$18.73	\$28.10
	3	\$35,934	\$1,371.53	\$19.59	\$29.39
	4	\$37,547	\$1,433.09	\$20.47	\$30.71
CODE 4	1	\$34,352	\$1,311.15	\$18.73	\$28.10
	2	\$35,938	\$1,371.68	\$19.60	\$29.40
	3	\$37,519	\$1,432.02	\$20.46	\$30.69
	4	\$39,131	\$1,493.55	\$21.34	\$32.01
LA1	1	\$30,978	\$1,182.37	\$16.89	\$25.34
	2	\$32,283	\$1,232.18	\$17.60	\$26.40
	3	\$33,582	\$1,281.76	\$18.31	\$27.47
	4	\$34,914	\$1,332.60	\$19.04	\$28.56

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
LAI	1	\$32,485	\$1,239.89	\$17.71	\$26.57
	2	\$33,784	\$1,289.47	\$18.42	\$27.63
	3	\$35,126	\$1,340.69	\$19.15	\$28.73
	4	\$36,495	\$1,392.94	\$19.90	\$29.85
LAI	1	\$33,993	\$1,297.44	\$18.53	\$27.80
	2	\$35,342	\$1,348.93	\$19.27	\$28.91
	3	\$36,709	\$1,401.11	\$20.02	\$30.03
	4	\$38,075	\$1,453.24	\$20.76	\$31.14
LAI	1	\$35,557	\$1,357.14	\$19.39	\$29.09
	2	\$36,930	\$1,409.54	\$20.14	\$30.21
	3	\$38,292	\$1,461.53	\$20.88	\$31.32
	4	\$39,661	\$1,513.78	\$21.63	\$32.45
LAI	1	\$37,142	\$1,417.63	\$20.25	\$30.38
	2	\$38,512	\$1,469.92	\$21.00	\$31.50
	3	\$39,873	\$1,521.87	\$21.74	\$32.61
	4	\$41,242	\$1,574.12	\$22.49	\$33.74
LAI	1	\$38,724	\$1,478.02	\$21.11	\$31.67
	2	\$40,093	\$1,530.27	\$21.86	\$32.79
	3	\$41,461	\$1,582.48	\$22.61	\$33.92
	4	\$42,828	\$1,634.66	\$23.35	\$35.03

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE 11	1	\$37,972	\$1,449.31	\$20.70	\$31.05
	2	\$39,237	\$1,497.60	\$21.39	\$32.09
	3	\$40,068	\$1,529.31	\$21.85	\$32.78
	4	\$41,367	\$1,578.89	\$22.56	\$33.84
CODE 25	1	\$43,294	\$1,652.44	\$23.61	\$35.42
	2	\$44,949	\$1,715.61	\$24.51	\$36.77
	3	\$46,602	\$1,778.70	\$25.41	\$38.12
	4	\$48,263	\$1,842.10	\$26.32	\$39.48
	5	\$49,899	\$1,904.54	\$27.21	\$40.82
LIBRARIAN 1	1	\$37,923	\$1,447.44	\$20.68	\$31.02
	2	\$39,575	\$1,510.50	\$21.58	\$32.37
	3	\$41,230	\$1,573.66	\$22.48	\$33.72
	4	\$42,889	\$1,636.98	\$23.39	\$35.09
	5	\$44,544	\$1,700.15	\$24.29	\$36.44
LIBRARIAN 2	1	\$40,122	\$1,531.37	\$21.88	\$32.82
	2	\$41,774	\$1,594.43	\$22.78	\$34.17
	3	\$43,429	\$1,657.60	\$23.68	\$35.52
	4	\$45,085	\$1,720.80	\$24.58	\$36.87
	5	\$46,738	\$1,783.89	\$25.48	\$38.22

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
LIBRARIAN 2	1	\$41,705	\$1,591.79	\$22.74	\$34.11
	2	\$43,356	\$1,654.81	\$23.64	\$35.46
	3	\$45,016	\$1,718.17	\$24.55	\$36.83
	4	\$46,667	\$1,781.18	\$25.45	\$38.18
	5	\$48,329	\$1,844.62	\$26.35	\$39.53
LIBRARIAN 3	1	\$43,267	\$1,651.41	\$23.59	\$35.39
	2	\$45,116	\$1,721.98	\$24.60	\$36.90
	3	\$46,960	\$1,792.37	\$25.61	\$38.42
	4	\$48,799	\$1,862.56	\$26.61	\$39.92
	5	\$50,654	\$1,933.36	\$27.62	\$41.43
LIBRARIAN 3	i	\$44,849	\$1,711.79	\$24.45	\$36.68
	2	\$46,698	\$1,782.37	\$25.46	\$38.19
	3	\$48,541	\$1,852.71	\$26.47	\$39.71
	4	\$50,384	\$1,923.05	\$27.47	\$41.21
	5	\$52,236	\$1,993.74	\$28.48	\$42.72
LIBRARIAN 3	1	\$46,431	\$1,772.18	\$25.32	\$37.98
	2	\$48,281	\$1,842.79	\$26.33	\$39.50
	3	\$50,124	\$1,913.13	\$27.33	\$41.00
	4	\$51,966	\$1,983.44	\$28.33	\$42.50
	5	\$53,820	\$2,054.20	\$29.35	\$44.03

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE APRIL 1, 1996

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
LIBRARIAN 3	1	\$49,600	\$1,893.13	\$27.04	\$40.56
	2	\$51,448	\$1,963.66	\$28.05	\$42.08
	3	\$53,293	\$2,034.08	\$29.06	\$43.59
	4	\$55,132	\$2,104.27	\$30.06	\$45.09
	5	\$56,987	\$2,175.08	\$31.07	\$46.59
LIBRARIAN 4	1	\$48,437	\$1,848.74	\$26.41	\$39.62
	2	\$50,384	\$1,923.05	\$27.47	\$41.21
	3	\$52,328	\$1,997.25	\$28.53	\$42.80
	4	\$54,269	\$2,071.34	\$29.59	\$44.39
	5	\$56,196	\$2,144.89	\$30.64	\$45.96
LIBRARIAN 5	1	\$51,606	\$1,969.69	\$28.14	\$42.21
	2	\$53,551	\$2,043.93	\$29.20	\$43.80
	3	\$55,496	\$2,118.17	\$30.26	\$45.39
	4	\$57,437	\$2,192.25	\$31.32	\$46.98
	5	\$59,363	\$2,265.76	\$32.37	\$48.56
LIBRARIAN 5	1	\$53,603	\$2,045.92	\$29.23	\$43.85
	2	\$55,730	\$2,127.10	\$30.39	\$45.59
	3	\$57,858	\$2,208.32	\$31.55	\$47.33
	4	\$59,984	\$2,289.47	\$32.71	\$49.07
	5	\$62,132	\$2,371.45	\$33.88	\$50.82

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE 1A	1	\$25,777	\$987.62	\$14.11	\$21.17
	2	\$26,786	\$1,026.28	\$14.66	\$21.99
	3	\$27,807	\$1,065.40	\$15.22	\$22.83
	4	\$28,821	\$1,104.25	\$15.78	\$23.67
CODE 1A	1	\$27,282	\$1,045.29	\$14.93	\$22.40
	2	\$28,294	\$1,084.06	\$15.49	\$23.24
	3	\$29,310	\$1,122.99	\$16.04	\$24.06
	4	\$30,325	\$1,161.88	\$16.60	\$24.90
CODE 1A	1	\$33,316	\$1,276.48	\$18.24	\$27.36
	2	\$34,329	\$1,315.29	\$18.79	\$28.19
	3	\$35,393	\$1,356.05	\$19.37	\$29.06
	4	\$36,461	\$1,396.97	\$19.96	\$29.94
CODE 1A	1	\$34,847	\$1,335.13	\$19.07	\$28.61
	2	\$35,909	\$1,375.82	\$19.65	\$29.48
	3	\$36,975	\$1,416.67	\$20.24	\$30.36
	4	\$38,042	\$1,457.55	\$20.82	\$31.23
CODE 2	1	\$27,192	\$1,041.84	\$14.88	\$22.32
	2	\$28,401	\$1,088.16	\$15.55	\$23.33
	3	\$29,607	\$1,134.37	\$16.21	\$24.32
	4	\$30,839	\$1,181.57	\$16.88	\$25.32

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

1996  
 STEP ANNUAL BI-WEEKLY HOURLY OVERTIME  
 CLASSIFICATION RATE RATE RATE RATE

CODE 2 \$28,698 \$1,099.54 \$15.71 \$23.57  
 1 \$29,907 \$1,145.86 \$16.37 \$24.56  
 2 \$31,114 \$1,192.11 \$17.03 \$25.55  
 3 \$32,347 \$1,239.35 \$17.71 \$26.57  
 4 \$30,210 \$1,157.47 \$16.54 \$24.81

CODE 2 \$31,416 \$1,203.68 \$17.20 \$25.80  
 2 \$32,624 \$1,249.96 \$17.86 \$26.79  
 3 \$33,858 \$1,297.24 \$18.53 \$27.80  
 4 \$31,716 \$1,215.17 \$17.36 \$26.04

CODE z \$32,922 \$1,261.38 \$18.02 \$27.03  
 2 \$34,133 \$1,307.78 \$18.68 \$28.02  
 3 \$35,417 \$1,356.97 \$19.39 \$29.09  
 4 \$28,319 \$1,085.02 \$15.50 \$23.25

CODE 4 \$29,828 \$1,142.84 \$16.33 \$24.50  
 2 \$31,000 \$1,190.00 \$17.15 \$25.73  
 3 \$32,272 \$1,237.27 \$17.99 \$26.99  
 4 \$31,314 \$1,199.77 \$17.14 \$25.71

CODE 4 \$32,840 \$1,258.24 \$17.97 \$26.96  
 3 \$34,379 \$1,317.20 \$18.82 \$28.23  
 4 \$29,827 \$1,142.80 \$16.33 \$24.50

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE 4	1	\$31,335	\$1,200.57	\$17.15	\$25.73
	2	\$32,842	\$1,258.31	\$17.98	\$26.97
	3	\$34,352	\$1,316.17	\$18.80	\$28.20
	4	\$35,967	\$1,378.05	\$19.69	\$29.54
CODE 4	1	\$32,841	\$1,258.28	\$17.98	\$26.97
	2	\$34,352	\$1,316.17	\$18.80	\$28.20
	3	\$35,934	\$1,376.78	\$19.67	\$29.51
	4	\$37,547	\$1,438.58	\$20.55	\$30.83
CODE 4	1	\$34,352	\$1,316.17	\$18.80	\$28.20
	2	\$35,938	\$1,376.93	\$19.67	\$29.51
	3	\$37,519	\$1,437.51	\$20.54	\$30.81
	4	\$39,131	\$1,499.27	\$21.42	\$32.13
LA1	i	\$30,978	\$1,186.90	\$16.96	\$25.44
	2	\$32,283	\$1,236.90	\$17.67	\$26.51
	3	\$33,582	\$1,286.67	\$18.38	\$27.57
	4	\$34,914	\$1,337.70	\$19.11	\$28.67



SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

CLASSIFICATION	STEP	1996 ANNUAL RATE	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
LA1	1	\$32,485	\$1,244.64	\$17.78	\$26.67
	2	\$33,784	\$1,294.41	\$18.49	\$27.74
	3	\$35,126	\$1,345.82	\$19.23	\$28.85
	4	\$36,495	\$1,398.28	\$19.98	\$29.97
LA1	1	\$33,993	\$1,302.41	\$18.61	\$27.92
	2	\$35,342	\$1,354.10	\$19.34	\$29.01
	3	\$36,709	\$1,406.48	\$20.09	\$30.14
	4	\$38,075	\$1,458.81	\$20.84	\$31.26
LA1	1	\$35,557	\$1,362.34	\$19.46	\$29.19
	2	\$36,930	\$1,414.94	\$20.21	\$30.32
	3	\$38,292	\$1,467.13	\$20.96	\$31.44
	4	\$39,661	\$1,519.58	\$21.71	\$32.57
LA1	1	\$37,142	\$1,423.07	\$20.33	\$30.50
	2	\$38,512	\$1,475.56	\$21.08	\$31.62
	3	\$39,873	\$1,527.70	\$21.82	\$32.73
	4	\$41,242	\$1,580.15	\$22.57	\$33.86
LA1	1	\$38,724	\$1,483.68	\$21.20	\$31.80
	2	\$40,093	\$1,536.13	\$21.94	\$32.91
	3	\$41,461	\$1,588.54	\$22.69	\$34.04
	4	\$42,828	\$1,640.92	\$23.44	\$35.16

SCHEDULE c  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
CODE I 1	1	\$37,972	\$1,454.87	\$20.78	\$31.17
	2	\$39,237	\$1,503.33	\$21.48	\$32.22
	3	\$40,068	\$1,535.17	\$21.93	\$32.90
	4	\$41,367	\$1,584.94	\$22.64	\$33.96
CODE 25	1	\$43,294	\$1,658.77	\$23.70	\$35.55
	2	\$44,949	\$1,722.18	\$24.60	\$36.90
	3	\$46,602	\$1,785.52	\$25.51	\$38.27
	4	\$48,263	\$1,849.16	\$26.42	\$39.63
	5	\$49,899	\$1,911.84	\$27.31	\$40.97
LIBRARIAN I	1	\$37,923	\$1,452.99	\$20.76	\$31.14
	2	\$39,575	\$1,516.28	\$21.66	\$32.49
	3	\$41,230	\$1,579.69	\$22.57	\$33.86
	4	\$42,889	\$1,643.26	\$23.48	\$35.22
	5	\$44,544	\$1,706.67	\$24.38	\$36.57
LIBRARIAN 2	1	\$40,122	\$1,537.24	\$21.96	\$32.94
	2	\$41,774	\$1,600.54	\$22.86	\$34.29
	3	\$43,429	\$1,663.95	\$23.77	\$35.66
	4	\$45,085	\$1,727.39	\$24.68	\$37.02
	5	\$46,738	\$1,790.73	\$25.58	\$38.37

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME RATE
LIBRARIAN 2	1	\$41,705	\$1,597.89	\$22.83	\$34.25
	2	\$43,356	\$1,661.15	\$23.73	\$35.60
	3	\$45,016	\$1,724.75	\$24.64	\$36.96
	4	\$46,667	\$1,788.01	\$25.54	\$38.31
	5	\$48,329	\$1,851.69	\$26.45	\$39.68
LIBRARIAN 3	1	\$43,267	\$1,657.74	\$23.68	\$35.52
	2	\$45,116	\$1,728.58	\$24.69	\$37.04
	3	\$46,960	\$1,799.23	\$25.70	\$38.55
	4	\$48,799	\$1,869.69	\$26.71	\$40.07
	5	\$50,654	\$1,940.77	\$27.73	\$41.60
LIBRARIAN 3	1	\$44,849	\$1,718.35	\$24.55	\$36.83
	2	\$46,698	\$1,789.20	\$25.56	\$38.34
	3	\$48,541	\$1,859.81	\$26.57	\$39.86
	4	\$50,384	\$1,930.42	\$27.58	\$41.37
	5	\$52,236	\$2,001.38	\$28.59	\$42.89
LIBRARIAN 3	1	\$46,431	\$1,778.97	\$25.41	\$38.12
	2	\$48,281	\$1,849.85	\$26.43	\$39.65
	3	\$50,124	\$1,920.46	\$27.44	\$41.16
	4	\$51,966	\$1,991.03	\$28.44	\$42.66
	5	\$53,820	\$2,062.07	\$29.46	\$44.19

SCHEDULE C  
 OUT-OF-SCHEDULE POSITIONS  
 SALARY SCALES EFFECTIVE JANUARY 1, 1997

CLASSIFICATION	STEP	1996 ANNUAL	BI-WEEKLY RATE	HOURLY RATE	OVERTIME R A T E
LIBRARIAN 3	1	\$49,600	\$1,900.38	\$27.15	\$40.73
	2	\$51,448	\$1,971.19	\$28.16	\$42.24
	3	\$53,293	\$2,041.88	\$29.17	\$43.76
	4	\$55,132	\$2,112.34	\$30.18	\$45.27
	5	\$56,987	\$2,183.41	\$31.19	\$46.79
LIBRARIAN 4	1	\$48,437	\$1,855.82	\$26.51	\$39.77
	2	\$50,384	\$1,930.42	\$27.58	\$41.37
	3	\$52,328	\$2,004.90	\$28.64	\$42.96
	4	\$54,269	\$2,079.27	\$29.70	\$44.55
	5	\$56,196	\$2,153.10	\$30.76	\$46.14
LIBRARIAN 5	i	\$51,606	\$1,977.24	\$28.25	\$42.38
	2	\$53,551	\$2,051.76	\$29.31	\$43.97
	3	\$55,496	\$2,126.28	\$30.38	\$45.57
	4	\$57,437	\$2,200.65	\$31.44	\$47.16
	5	\$59,363	\$2,274.44	\$32.49	\$48.74
LIBRARIAN 5	i	\$53,603	\$2,053.75	\$29.34	\$44.01
	2	\$55,730	\$2,135.25	\$30.50	\$45.75
	3	\$57,858	\$2,216.78	\$31.67	\$47.51
	4	\$59,984	\$2,298.24	\$32.83	\$49.25
	5	\$62,132	\$2,380.54	\$34.01	\$51.02

## LETTER OF INTENT

December 22, 1987

Freda Page  
President  
CUPE Local 1996  
c/o Acquisitions Department  
281 Front Street East  
TORONTO, Ontario

Dear Ms. Page:

### **Re: Employee Funded Leave Plan**

The Board will establish an employee funded leave plan pursuant to which a Permanent Full-Time Employee, with the approval of the Board, may defer twenty percent (20%) of salary for each of four (4) consecutive years and then take a one (1) year leave of absence or defer twenty percent (20%) of salary for each of two (2) consecutive years and then take a six (6) month leave of absence.

The terms of the leave plan are as follows:

- (1) one year leave: the employee must defer 20% of salary for the four (4) years immediately prior to the leave and must apply six (6) months in advance of the four (4) year period;  
  
six month leave: the employee must defer 20% of salary for the two (2) years immediately prior to the leave and must apply six (6) months in advance of the two (2) year period;
- (2) the application must be in writing on a \*form to be prepared by the Board for such purposes and if approved, participation shall be set forth in writing in a signed memorandum of agreement;
- (3) at the time of applying, the employee must have five (5) years of

continuous service as a Full-time Employee;

- (4) the employee will be paid the amount of monies deferred either in one (1) lump sum on the commencement of the leave period or in two (2) lump sums, one on the commencement of the leave period, and the other on the first working day of the following calendar year;
- (5) the costs of all benefits under Articles 24.02, 24.04 and 24.05 will be deducted from the lump sum payments to the employee. The group life coverage will be adjusted for the full five (5) year period or full two and one-half (2 1/2) year period as the case may be;
- (6) seniority will continue to accumulate during the leave period;
- (7) sick leave shall not accumulate during the leave period but existing sick leave credits will be held in abeyance;
- (8) vacation pay and vacation time off and holiday pay and holiday time off for the leave period shall be waived;
- (9) Union dues shall be deducted during the leave period;
- (IO) income tax shall be deducted in accordance with the Income Tax Act and regulations or any revisions thereof;
- (11) in the case of the termination of employment or the death of the employee, any unpaid monies shall be paid to the employee or to the employee's estate;
- (12) participation in the leave plan and the date of commencement of the leave shall be subject to the agreement of the Board;
- (13) the Board may limit the total number of employees participating in the leave plan at any one time;
- (14) following a leave of absence, an employee may not apply for a further leave for five (5) years;
- (15) following the leave period the employee will return to the same position

at not less than her wages at the time the leave of absence began unless such position has been abolished, in which case the employee will return to her previous job classification at not less than her wages at the time the leave of absence began;

- (16) in exceptional circumstances, an employee with the approval of the Board, may withdraw from the Plan and receive all accrued funds and shall not be eligible to apply for a further leave for five (5) years;
- (17) the deferred salary will be kept in individual trust accounts for each participant and the employee will not have access to such funds prior to the leave of absence except as outlined in (16) above;
- (18) the income earned on the deferred amount will be paid to the employee each year;
- (19) the employee must return following the leave of absence for a period at least equal to the period of the leave;
- (20) if the employee does not take her leave of absence at the designated time, the deferred amount will be paid to the employee in the first taxation year that commences after the end of the deferral period.

The Board will prepare guidelines and forms for the leave plan and present the guidelines to the Union for its comments.

The board has received preliminary approval for the plan from Revenue Canada (see letter dated April 6, 1987). If, for any reason, Revenue Canada withdraws approval for the plan, the parties will meet to discuss the matter.

Sincerely,

Gabriele Lundeen  
Chief Executive Officer

Renewed January 31, 1997

## LETTER OF INTENT

December 22, 1987

Freda Page  
President  
CUPE Local 1996  
c/o Acquisitions Department  
281 Front Street East  
TORONTO, Ontario

Dear Ms. Page:

### **Re: Grievors Meeting With Union Counsel**

For the currency of this Collective Agreement, individual grievors will be permitted necessary time off with pay to a maximum of one-half (1/2) day for consultation with Union counsel on the understanding that such time off will be kept to a minimum and in any event will not exceed a total of five (5) full days per calendar month for the bargaining unit.

Sincerely,

Les Fowlie  
Chief Librarian and  
Secretary-Treasurer of the Board

Renewed January 31, 1997



## LETTER OF INTENT

December 12, 1984

Mary Cook  
President  
C.U.P.E. Local 1996

Dear Ms. Cook:

### **Re: Job Classification**

An employee may, at any time, request that a review of her job classification be submitted to the Human Resources Office. Such requests shall be made through the employee's Branch/Department Head and shall include the reasons for the request.

Such requests shall be reviewed and a response given within ninety (90) days.

Yours sincerely,

Gabriele Lundeen  
Chief Executive Officer

Amended January 31, 1997

## LETTER OF INTENT

October 1, 1991

Mr. David Aylward  
President  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

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Dear Mr. Aylward:

### **Re: Job Sharing**

Job Sharing refers to a Full-Time position for which two incumbents receive a pro rata share of salary and benefits. The parties agree to negotiate Job Sharing at the next round of bargaining. In the meantime Job Sharing will be carried out in accordance with past practice.

Yours sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

## LETTER OF INTENT

January 31, 1997

Janet Walker  
President  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

Dear Ms. Walker:

### **Re: Joint Accommodation Committee**

The Board agrees to consult with the Union concerning accommodation issues arising pursuant to Article 13.05(a) of the Collective Agreement. Consultation shall occur through a Joint Committee comprised of two (2) Union representatives and two (2) Board representatives. The Committee shall meet as necessary, and any employee absence to attend meetings shall not result in loss of pay or benefits. This letter shall expire at termination date of the Collective Agreement unless otherwise agreed.

Sincerely,

Gabriele Lundeen  
Chief Executive Officer

## LETTER OF INTENT

October 1, 1991

Mr. David Aylward  
President  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

Dear Mr. Aylward:

### **Re: Pension Improvements**

The Board shall endeavour to implement any improvements negotiated by the City of Toronto and CUPE Local 79 to the pension plans during the term of this Agreement. Such improvements might include: earlier retirement provisions, purchase of other government service, improved access to pensions, pensions based on the best thirty-six (36) months, cost of buy-back provisions to be authorized over several years and pension protection (i.e., retirement allowances).

Yours sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

## LETTER OF INTENT

May 5, 1997

Janet Walker  
President  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

Dear Ms. Walker:

### **Re: Pension/LTD Improvements**

The parties will meet and discuss pension or LTD improvements agreed to by the City of Toronto and Local 79 during the term of this collective agreement.

Sincerely,

Gabriele Lundeen  
Chief Executive Officer

Renewed January 31, 1997

## LETTER OF INTENT

December 12, 1984

Mary Cook  
President  
C.U.P.E. Local '1996

Dear Ms. Cook

### **Re: Requests for Relief**

This letter is to advise the Union that requests for relief will not be unreasonably denied.

Yours sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

## LETTER OF INTENT

January 31, 1997

Janet Walker  
President.  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

Dear Ms. Walker:

**Re: Staff Complement**

The number of existing permanent employees shall not be reduced during the term of the Collective Agreement. This does not preclude any reductions achieved through attrition (eg. resignations, terminations and retirements).

Sincerely,

Gabriele Lundeen  
Chief Executive Officer

## LETTER OF INTENT

December 1, 1989

Mary Cook  
President  
CUPE Local 1996  
c/o Film Department

Dear Ms. Cook:

### **Re: Transfer of Employees Into and Out of the Bargaining Unit**

The parties agree to meet to discuss the issue of employees transferring out of and into the bargaining unit and to include Local 1003 in the discussions.

Yours sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997



## LETTER OF INTENT

October 1, 1991

Mr. David Aylward  
President  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

Dear Mr. Aylward:

### **Re: UIC Rebates**

The parties agree that the current UIC rebate will continue to be used to fund the improvements to the major restorative< rider under the Dental Plan:

If additional UIC rebates become available the parties will investigate whether such additional rebates can be used to purchase further improvements to the benefits provided under Article 24.

Sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

**LETTER OF INTENT**

December 12, 1984

Mary Cook  
President

C. U. P. E. Local 1996

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Dear Ms. Cook:

**Re: Visual Display Terminals - Pregnant Employees**

We are writing to confirm that any employee who is pregnant and who is scheduled to work with video display terminals shall, upon her request, be assigned to other duties within the bargaining unit without loss of pay or benefits for the period between such request and the commencement of her leave of absence as provided in Article 21.04.

This letter of intent is written pursuant to the undertaking which was given by the Board on June 30 during negotiations for the renewal of our collective agreement for the year 1982.

Yours sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

## LETTER OF INTENT

December 12, 1984

Mary Cook  
President  
C.U.P.E. Local 1996

Dear Ms. Cook:

### **Re: Working Alone in Public Services**

The Board recognizes the safety-related concerns of employees working alone in public services. Management will investigate the situation and discuss an implementation plan with the Union as soon as possible.

Yours sincerely,

E. LES FOWLIE  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

This letter deals with matters related to the pay equity process and when that process is completed, the parties agree to remove the letters from the Collective Agreement.

## LETTER OF INTENT

December 1, 1989

Mary Cook  
President  
CUPE Local 1996  
c/o Film Department

Dear Ms. Cook:

**Re: Job Evaluation Manual Negotiation and  
Implementation**

During negotiations the parties agreed upon a procedure to move salaries into line with positions of comparable value in other organizations and to implement a job evaluation manual. The job evaluation manual will permit comparisons with other organizations, identify any internal inequities and provide an ongoing process for job evaluation.

The parties agree upon the need to implement a new job evaluation manual and to address the salary shortfall. The purpose of the January 1, 1989 and January 1, 1990 salary adjustments is to begin to address the salary shortfall. The Board has also agreed to apply Two Hundred and Fifty Thousand dollars (\$250,000) effective September 1, 1990 for the balance of 1990 to increase the rate of pay for employees in selected job classifications.

The parties agree to negotiate a new job evaluation manual by April 30, 1990. This manual will be capable of evaluating all positions and providing an ongoing basis for evaluating new and changed positions. The basis for negotiation of the new manual will be the CELPLO manual as modified to date and the current manual. Each party will have the option of proposing one further manual for purposes of these negotiations if the manual is proposed by January 31, 1990. The parties may also agree upon a specific manual as a fallback if agreement cannot be reached on a new manual, such as a manual currently used in another large library system, subject to the agreement of the parties. After agreement on a manual, the parties will then complete negotiations on a comprehensive list of positions of comparable value in other organizations, particularly the City of Toronto.

Once the job evaluation manual has been agreed upon, all positions will then be evaluated using the manual by no later than August 31, 1990. Where appropriate and possible, identified positions of comparable value in other organizations may be evaluated using the manual.

Following implementation of the job evaluation manual the parties will negotiate how best to allocate the \$250,000 to those classifications with salary levels below positions of comparable value which have been identified in other organizations. These negotiations are to be completed

by September 30, 1990.

The subject of the remaining shortfall will be a matter for negotiations during the next round of collective bargaining. The parties agree that it is critical to the success of future negotiations on this subject that a manual be negotiated and implemented and the \$250,000 allocated before the next round of collective bargaining.

The payment of the September 1, 1990 adjustment referred to in this letter is conditional upon agreement to and implementation of a job evaluation manual as described above.

The manual, the list of positions and the allocation of the 250,000 will be negotiated by an ad hoc Committee subject to ratification by the parties. Each party will choose two (2) representatives and one alternate for the Committee.

Evaluation of the jobs will be performed by a staff Committee of up to six (6) persons. The Board and the Union will each designate one representative for the Committee. The other appointments will be mutually agreed upon by the parties and will include the new Compensation and Benefits Manager. The final results of this Committee will be discussed by the ad hoc Committee and are subject to ratification by the parties.

Yours sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997

This letter deals with matters related to the pay equity process and when that process is completed, the parties agree to remove the letters from the Collective Agreement.

## LETTER OF INTENT

October 1, 1991

Mr. David Aylward  
President  
CUPE Local 1996  
Toronto Public Library  
c/o Spadina Road

Dear Mr. Aylward:

### **Re: Job Evaluation Manual Negotiation and Implementation**

The parties have agreed upon the following procedure to expedite implementation of the letter of intent "Re: Job Evaluation Manual Negotiation and Implementation" dated December 1, 1989.

- (1) The parties will agree on a manual including the factors, the benchmark ratings and the weights by October 31, 1991.
- (2) By January 31, 1992, Management will complete the following and present the results to the Union:
  - (i) evaluate Local 1996 jobs;
  - (ii) do the external comparisons;
  - (iii) prepare a proposal on allocation of the annualized \$250,000 including new salary scales; and,
  - (iv) prepare an implementation plan on how to move incumbents from the old pay structure to the new pay structure.

The external comparisons will be based upon five (5) organizations from those on the list dated August 16, 1990. Two (2) organizations will be chosen by the Union; two will be chosen by the Board, and the fifth will be the City of Toronto. The Union will be kept informed as the process continues and given information as it becomes available.

- (3) Beginning February 1, 1992, the parties will negotiate the results outlined in #2 and will meet often and regularly to endeavour to complete the process by March 1, 1992.
- (4) There will be an appeal process. The appeal process will be addressed during the next

round of negotiations. The appeal process will include a joint committee to consider appeals. Adjustments as a result of a **successful** appeal will be retroactive to September 1, 1990.

- (5) The subject of the remaining shortfall will be a matter for negotiations during the next round of collective bargaining.
- (6) Once the new manual is agreed upon it will replace the 1980 manual and will be used until a manual is implemented for pay equity.

Sincerely,

E. Les Fowlie  
Chief Librarian &  
Secretary-Treasurer of the Board

Renewed January 31, 1997