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LIBRARY BOARD	88		

METROPOLITAN TORONTO  
LIBRARY BOARD

and

LOCAL UNION No. 1582  
CANADIAN UNION OF  
PUBLIC EMPLOYEES

COLLECTIVE AGREEMENT

Jan. 1, 1991 — Dec. 31, 1992

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THIS AGREEMENT made this **30th** day of **July 1991**.

BETWEEN:

**THE METROPOLITAN TORONTO LIBRARY  
BOARD**, (hereinafter called "the Board)  
OF THE FIRST PART

— AND —

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1582**,  
(hereinafter collectively called "Local 1582")  
OF THE SECOND PART

### **PREAMBLE**

The parties recognize the mutual value of joint discussions and negotiations; and express their intention herewith to improve their relations and to provide settled and just conditions of employment.

The parties further agree to advance the services of the Library through efficient operations and to provide safe and healthy working conditions.

Therefore the parties agree as follows:

### **ARTICLE 1 — RECOGNITION**

1.01 The Board recognizes The Canadian Union of Public Employees and its Local 1582 as the sole bargaining agent for collective bargaining purposes for all the Board's Full-time, Temporary and Part-time Employees save and except: Director's Office staff; Administrative Support staff; Administrative Assistant to the Director/User Education; Planning Officer; Public Services Development Librarian; Personnel Department staff; Budget Officer; Supervisor, Accounting; Supervisor, Maintenance; Supervisor, Services for the Disabled; Senior Analyst; persons at or above the rank of Assistant Manager and students employed during the school vacation period.

1.02 In this Agreement:

- (a) "Full-time Employee" means a person hired by the Board for a continuous full-time position which has a probationary period and comes within the bargaining unit described in Article 1.01.
- (b) "Temporary Employee" means a person hired by the Board in accordance with Article 17.07 hereof on a temporary appointment.
- (c) "Part-time Employee" means a person hired by the Board for a position which has a probationary period and which comes within the bargaining unit described in Article 1.01 hereof and whose hours of work are normally 24 hours or less per week. There are no part-time employees in Unit "C".
- (d) "Student" means a person hired by the Board for full-time employment for the school vacation period whose normal status during the remainder of the year is that of full-time enrollment in an educational institution and who is not already on the active payroll of the Board.
- (e) "Union" means the Canadian Union of Public Employees and also its Local 1582.
- (f) "Supervision" or "Supervisor" means Department Manager or their designate.
- (g) "Management" means the Executive Group or their designates.
- (h) "Unit A" means Library Assistants formerly known as Local 1582.
- (i) "Unit B" means Librarians formerly known as Local 1806.
- (j) "Unit C" means Facilities staff formerly known as Local 2758.

1.03 Except where otherwise stated all clauses in this agreement refer to Full-time Employees only.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 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, transfer, promote, demote, and suspend or otherwise discipline any Full-time, Temporary or Part-time Employee of the Board coming within this Unit, provided that a claim of discriminatory promotion, demotion, discipline or transfer, or a claim that any such employee has been discharged without just cause, may be the subject of a grievance and dealt with as provided;
- (c) (i) **Units A and C**  
generally to manage the operation and undertakings of the Board and without restricting the generality of the foregoing, to determine methods and procedures 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;
- (ii) **Unit B**  
generally to manage the operation 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 Full-time, Temporary or Part-time 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;
- (d) establish and enforce reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this agreement.

2.02 Furthermore the Board agrees that it will exercise the foregoing functions set out in 2.01 in a fair and reasonable manner.

### **ARTICLE 3 – UNION SECURITY**

**3.01** It shall be a condition of employment with the Board:

- (a) that all present Full-time, Temporary or Part-time Employees who are, or become, members of C.U.P.E. Local 1582 shall remain as such members; and
- (b) that all future Full-time, Temporary or Part-time Employees shall become members of C.U.P.E. Local 1582 within thirty (30) days from the respective dates of commencement of employment with the Board and thereafter shall remain as such.

#### **3.02 Probationary Period**

Notwithstanding anything to the contrary contained in the Agreement the employer has the exclusive right to discharge Employees within the appropriate probationary period as specified below:

- (a) Full-time Employees in Units A and B shall be designated as Probationary Employees during the first six (6) months actually worked within the latest period of continuous employment. In no case shall a Full-time Employee be required to complete more than one (1) probationary period.
- (b) Full-time employees in Unit C shall be designated as probationary employees during the first three (3) months actually worked within the latest period of continuous employment. The probationary period may be extended to a maximum of six (6) months by mutual agreement of the parties.
- (c) Part-time Employees shall be designated as Probationary Employees for the first three hundred (300) hours actually worked. In no case shall a Part-time Employee be required to complete more than one (1) probationary period except as provided under Article 17.02.

**3.03** The Board agrees to draw to the attention of all Full-time, Temporary and Part-time new Employees the fact that a Union Agreement is in effect, and the conditions of employment set out in the Articles dealing with



Union Security, Dues Check-off and VDT/CRT equipment. In addition the Board will supply each Full-time, Temporary or Part-time Employee (on the first day of employment) with a copy of the current Collective Agreement.

#### **ARTICLE 4 – CHECK-OFF**

4.01 The Board in respect of each of the Full-time, Temporary or Part-time Employees of the Board who is or who is required by Article 3 hereof to become a member of Local 1582, shall:

- (a) deduct from each pay of such employees such sum for dues payable by such employees as may be called for by the by-laws of Local 1582; and
- (b) continue to make such deductions until this Agreement is terminated; and
- (c) within five (5) working days after the end of each month pay sums so deducted during such month to the Treasurer of Local 1582, and furnish her with a list of the names of the Full-time, Temporary or Part-time Employees of the Board for whom such sums are paid together with the amounts deducted. A copy shall be sent to the National Secretary-Treasurer of the Union.

4.02 Full-time, Temporary and Part-time Employees who are not members of the Union shall be required to pay the equivalent of Union dues as above,

4.03 Local 1582 will save the Board harmless from any and all claims which may be made against the Board for amounts deducted from pay as herein provided.

#### **ARTICLE 5 – NO STRIKES OR LOCK-OUT**

5.01 The Union agrees that there will be no strike and the Board agrees that there will be no lock-out as long as this Agreement continues to operate. The words “strike” and “lock-out” shall be as defined by the

Labour Relations Act of Ontario, R.S.O. 1980, as amended.

## **ARTICLE 6 – NO HARASSMENT OR DISCRIMINATION**

6.01 There shall be no harassment, discrimination, interference, restriction or coercion exercised or practised by the Board or the Union for any reason or factor not pertinent to employment with M.T.L.B., or by reason of membership or non-membership in a labour union with respect to any Full-time, Temporary or Part-time Employee who is or is not a member of Local 1582.

6.02 (a) Each Full-time, Temporary or Part-time Employee, in the work place, has the right to freedom from harassment because of sex.

(b) Every Full-time, Temporary or Part-time Employee has a right to be Free from a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to such employee.

6.03 Allegations of any violation of this Article may be filed as a grievance at Step 2 of the grievance procedure as set out in Article 21, within five (5) working days after the time such violation is alleged to have occurred. ~~Both~~ Local 1582 and the ~~Board~~ shall treat such grievances in strict confidence.

6.04 For purposes of **this Article**:

“Harassment” means engaging in suggestive or vexatious comment or conduct that is known or ought reasonably to be known to be inappropriate in the work place.

## **ARTICLE 7 – UNION STEWARDS AND REPRESENTATION**

The Union will supply the Board with a list showing (and will thereafter notify the Board of any change in such list):

- (a) all its Stewards, not to exceed twenty (20) persons, with a specification of the areas each represents;
- (b) the Grievance Committee not to exceed five (5) persons;
- (c) the Negotiating Committee not to exceed eight (8) persons; and
- (d) the Union/Management Committee not to exceed five (5) persons.

7.02 Probationary employees are not eligible to be Stewards or Committee members.

7.03 (a) In addition to their regular duties, Stewards and Committee members have responsibilities under this Agreement. They must obtain permission to leave their duties from their Supervisor but such permission shall not be unreasonably withheld.

(b) The Grievor, Steward involved (or in the case of a policy grievance, the President of the Local or her designate, and members of the Grievance Committee shall suffer no loss of pay for time spent in grievance meetings with Board representatives on the Library's premises.

(c) In any event, the amount of Union business conducted during the Employee's working hours in the time period before or after the particular grievance or negotiating meeting shall be limited to fifteen (15) minutes per employee.

7.04 Members of the Negotiating Committee shall suffer no loss of pay for scheduled work hours spent attending negotiations meetings with representatives of the Board. The Negotiating Committee shall be granted one (1) day off per year with pay to prepare for negotiations.

7.05 Local 1582 members may receive leave of absence without pay for the purpose of attending Union conventions, workshops and seminars or attending to Union

matters/business provided such absences do not interfere with the functioning of the Library and requests for leave of absence are made reasonably prior to the requested time off. Such requests shall be made through the Personnel and Labour Relations Manager who shall consult with the Manager(s) concerned and shall inform the Union of the decision no later than three (3) working days after the request is made.

**7.06** Local 1582 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.

**7.07** A Union steward will be given one (1) hour with each Full-time, Temporary or Part-time new employee, without loss of pay, to acquaint such employee with the Union and its function, during her first month of employment. It will be the responsibility of the Personnel Department to inform the Chief Steward whenever a new Full-time, Temporary or Part-time Employee begins, within the first week of employment.

**7.08** The Executive of Local 1582 shall be permitted an aggregate of twelve (12) hours per week off duty without loss of pay in order to attend to Union matters. This time is to be taken in periods of not less than one (1) hour, at a time mutually agreed between the Executive Member and the Executive Member's Supervisor. It is recognized that the twelve (12) hours per week are not cumulative and lapse at the end of that week if unused.

## **ARTICLE 8 – WAGES AND SALARIES**

**8.01** All Full-time or Temporary or Part-time employees in the employ of the Board on the 1st day of **January, 1991**, shall be paid salaries and **wages**, as the case may be, in accordance with the rates of pay for their respective positions, effective **January 1, 1991** as set forth in Schedule "A" hereto annexed.

**8.02** Upon giving to the accounting office at least three weeks notice prior to the last pay date before vacation,

employees may receive any cheques which may fall due during the period of their vacation.

8.03 The Board may set rates of pay for any new or changed classifications and shall advise Local 1582 of such new or changed classifications and, if Local 1582 or any employee is of the opinion that the rate of pay is unfair or improper, Local 1582 or the employee, as the case may be, shall have the privilege of filing a grievance in accordance with the procedure set forth in Article 21.

#### **8.04 Units A and B**

Whenever a Full-time or Temporary Employee whose normal work week consists of thirty-five (35) hours, is assigned to perform the regular duties of a position, the classification of which is higher than the classification of the position to which such employee has been appointed, for a continuous period of ten (10) working days or more, other than for the purpose of serving as a replacement during the vacation of the regular incumbent, such employee shall be paid the minimum of the rate of the experience grade in her new classification which will provide an immediate increase over her previous salary rate or awarded an increase of one experience grade equivalent, whichever is the greater, for all such time so worked.

8.05 When a Full-time Employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in her new classification which will provide an immediate increase over her previous salary rate or a four hundred and fifty dollar (\$450) per annum minimum increase, whichever is the greater. The date of promotion to the new classification shall become the anniversary date for salary increments.

#### **8.06 Unit C (All remaining clauses in Article 8)**

Where any employee is required to work a shift which is divided into parts by an interval of at least two (2) hours, such employee shall, in consideration of the undersirability of this working condition, be required to work not

more than seven (7) hours in such day or shift and shall receive additional remuneration of the current public transportation cost for such day or shift by way of compensation for the additional commuting to and from his place of employment that may be involved.

**8.07** Whenever an employee whose normal work week consists of forty (40) hours is required to perform all of the duties of a higher-rated position for at least a full shift, she will receive the job rate for that shift.

**8.08** Every employee who is required by her duties to drive a motor vehicle shall maintain in good standing a licence to drive such a vehicle and shall report to the Board the loss or limitation of such licence due to legal or other action.

**8.09** Maintenance Technicians will be expected to respond to their paging devices during their meal break, but if called to duty during such meal break, the employee will be reimbursed for the cost of the meal and will be paid for the period of the meal break.

**8.10** Each employee who, as part of a regularly scheduled work week, works on the afternoon or night shift, shall be paid, in addition to her regular wage or salary, an hourly shift bonus as per Schedule A for each such afternoon or night shift from time to time worked by such employee as part of her regular shift during such period, provided, however, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 4:00 o'clock in the evening and 8:00 o'clock in the morning of the next following day.

### **8.11 Notice of Change of Shift**

Each employee who works on a shift shall be given at least forty-eight (48) hours' notice of any change in her shift and if the shift of such employee is changed without such notice having been given except where such change in shift is caused by illness or emergency, she shall be paid at the rate of time and one-half for all time worked by her on a day on which she would normally have been off work had such shift not been changed.

## **ARTICLE 9 – HOURS OF WORK**

9.01 (a) The normal hours of work for Full-time or Temporary Employees in Unit **A** and B shall be thirty-five (35) hours per week. The thirty-five (35) hours shall be the actual hours worked, and shall not be construed as a guarantee of hours of work per day or week, or days of work per week.

(b) The normal hours of work for Full-time or Temporary Employees in Unit C shall be forty (40) hours per week. The forty (40) hours shall be the actual hours worked, and shall not be construed as a guarantee of hours of work per day or week, or days of work per week.

9.02 Through the term of this agreement for Units **A** and B the Board will schedule work days and hours on the present flexible hours basis, in public areas on a Monday to Saturday basis and for non-public areas on a Monday to Friday basis.

Within reason, shifts may be traded by mutual agreement of the individuals involved, provided a request in writing is made to, and granted by, the Department Manager at least one (1) day in advance and provided there is no loss of service level within the office or department as a result of the trade. Such permission shall not be unreasonably withheld.

9.03 Scheduled hours of work for Units A and B will be posted by the Department Manager no later than **Thursday** of the preceding work week.

9.04 Each Full-time or Temporary Employee shall be permitted a rest period of fifteen (15) consecutive minutes, one in the first half and one in the second half of each work period.

Part-time employees will be permitted a fifteen (15) minute rest break in each work period which consists of three (3) hours or more.

## **ARTICLE 10 – OVERTIME**

10.01 (a) Each Full-time or Temporary Employee in Units **A** and B whose normal work week consists of five (5)

days of seven (7) hours per day shall be paid by the Board at the rate of time and one-half (1-1/2) for all time worked by such employee on any day of her five (5) scheduled working days in excess of her scheduled seven (7) hours for such day and at the rate of time and one-half (1-1/2) for all time worked by the said Full-time or Temporary Employee on any day in any calendar week other than on her said five (5) scheduled working days. (The “scheduled hours” for the purposes of this subsection includes changes consistent with maximum hours provided by current flextime guidelines in Article 9.02 and 9.03.) The Article applies only to overtime authorized in advance and to those hours worked after the Full-time or Temporary Employee has worked her full scheduled daily hours or her full scheduled week.

(b) Each Full-time or Temporary Employee in Unit C, whose work week consists of five (5) days of eight (8) hours per day and who does not work on a rotating shift shall be paid by the Board at the rate of time and one-half for all time worked by such employee on any day of his five (5) scheduled working days in excess of his scheduled eight (8) hours for such day, and at the rate of time and one-half for all time worked by the said employee on any day in any calendar week other than on his said five (5), eight (8) hour scheduled working days.

(c) The Board agrees to pay Unit C overtime at the rate of double time when employees work in excess of ten (10) hours per day.

**10.02** A Full-time or Temporary employee of the Board coming within Local 1582 may elect to take time off equivalent to overtime pay to which she is entitled under Clause 10.01 hereof, at a time mutually agreeable to the employee and the employer.

**10.03** A Part-time Employee shall be paid for overtime hours worked when such hours have been authorized in advance by Supervision.

(a) To qualify for the benefit of overtime pay, a Part-time Employee must work over seven (7) hours per day. Overtime hours worked shall be paid at the rate of one and one-half (1-1/2) times the base wage rate. Part-time



Employees may be permitted to work an eight (8) hour day without receiving overtime pay for the additional hours worked over the normal seven (7) hours.

(b) Hours worked on Sundays shall be paid at the rate of time and one-half.

10.04 There shall be no pyramiding of the premium pay provisions of the Agreement. The Employee shall be entitled to the application of the single provision giving her the greatest benefit.

10.05 The Board has the right to schedule or assign overtime work whenever necessary and Full-time, Temporary and Part-time Employees must perform overtime work unless excused through a reason acceptable to the Board.

10.06 Sunday overtime shall be voluntary with the provision that should insufficient permanent Employees volunteer to meet the staffing requirements stipulated by Management, Management has the right to assign Sunday overtime on a rotational basis commencing with the least senior permanent Employee.

10.07 Each employee in Unit C who has completed her regular day's work and is called out and reports for overtime work, or who is called out and reports for work on other ~~than~~ her regular work day, shall be paid by the ~~Board~~ as a minimum the equivalent of three (3) hours overtime, whether such employee works or not, for each time such employee is so called out and reports for overtime work. Such employee shall be reimbursed transportation costs at the current Board mileage allowance or the current public transportation cost, whichever is applicable.

## ARTICLE 11 — DESIGNATED HOLIDAYS

11.01 The Board hereby designates the following days to be observed as holidays without loss of pay during each year by all Full-time and Temporary Employees of the Board who come within Local 1582, namely:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
	Two (2) Floating Holidays

The Floating Holidays will be taken once in each calendar year on a day mutually agreed on between the Employer and the Employee. The Floating Holidays are granted only to permanent full-time employees who have completed their probationary period.

11.02 Each Full-time or Temporary Employee coming with Local 1582:

- (a) who is not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by the Board her regular rate of pay for each designated holiday not so worked.
- (b) who is required to work on a day so designated as a holiday shall be paid by the Board at the rate of time and one-half (1-1/2) for time so worked and in addition shall be paid for a full day at her regular rate of pay or may take equivalent time off, provided such is taken within thirty (30) days of the holiday.

11.03 For Part-time Employees, the following days will be observed as holidays without loss of pay for scheduled hours and subject to the provisions as set out in Sections 26(1) and 27(1) of the Employment Standards Act.

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

11.04 A Part-time Employee who is required to work on a day so designated as a holiday shall be paid at the rate

of time and one-half (1-1/2) for time so worked and in addition shall be paid for the hours worked at her regular rate of pay.

## **ARTICLE 12 — PENSIONS**

12.01 Each new employee of the Board coming within Local 1582, who is eligible to become a member of the Ontario Municipal Employees Retirement System, shall become a member thereof upon the commencement of continuous service as an employee of the Board.

12.02 Each employee of the Board coming within Local 1582, who is a member of the plan for pensions and other benefits and privileges established by By-Law No. 284-71 of ~~the~~ Corporation of the City of Toronto 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 and relating thereto.

### ARTICLE 13 -- VACATIONS

13.01 Full-time employees are entitled to vacation with pay as follows:

<b>Length of Service</b>	<b>Accrued Vacation Units A &amp; C (Assistants/Facilities)</b>	<b>Accrued Vacation Unit B (Librarians)</b>
Less than 5 years	1-1/4 days per month (3 weeks annually)	1-2/3 days per month <del>(4 weeks</del> annually)
5 years <del>to</del> less than 16 years	1-2/3 days per month <del>(4 weeks</del> annually)	1-2/3 days per month <del>(4 weeks</del> annually)
16 years to less than 23 years	2-1/12 days per month <del>(5 weeks</del> annually)	2-1/12 days per month (5 weeks annually)
23 years or more	2-1/2 days per month (6 weeks annually)	2-1/2 days per month (6 weeks annually)

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13.02 When a new Full-time or Temporary Employee begins work on any day from the first to the **15th** day of a calendar month, she shall be entitled to accrue vacation credit as if she had begun work on the first day of that month.

13.03 Part-time Employees will be paid vacation pay at the rate of six per cent (**6%**).

13.04 Part-time Employees on termination of employment shall be paid the balance of vacation pay entitlement at the rate of six per cent (6%).

13.05 After five (5) years of service, a Part-time Employee shall be entitled to vacation pay of eight per cent (8%) and on termination shall be entitled to the balance of her vacation pay entitlement at the rate of eight per cent (8%).

13.06 A Part-time Employee shall be granted a leave of absence without pay, for vacation purposes, at a time mutually agreeable to the part-time Employee and the Employer.

13.07 On Termination **of** Service

Except as noted in this section, on termination of employment an employee is entitled to unused vacation pay at the rate applicable for her category.

13.08 Service with the **former** The Toronto Public Library Board of any Full-time Employee who was in the employ of the former The Toronto Public Library Board on the 30th day of September 1968, provided that the **Full-time** Employee was in the employ of The Metropolitan Toronto Library Board on the 1st day of October 1968, and continuously thereafter, shall be included for the purpose of meeting the service requirements set out in this Clause.

13.09 If any Full-time Employee of the Board within the Bargaining Unit is absent on unpaid leave, for a period longer than provided for in Article 18.05(a) and 18.05(c) and/or 18.05(b) and 18.05(c) **or** twelve (**12**) consecutive

weeks because of illness, study, or other reasons acceptable to the Board, the annual vacation to which such employee may otherwise be entitled under this Article shall be reduced accordingly for each full month of absence reckoned from the first day that such Full-time Employee is absent.

**13.10** If any full-time employee is already on sick leave when the annual vacation period falls due, the vacation may be postponed and taken when convenient to the work of the employee's Department or Unit. When an employee becomes ill while on vacation, a request, supported by a medical certificate, may be made through the Personnel Department to have the vacation converted to Sick Leave. The remainder of the vacation shall be postponed and taken when convenient to the Department or Unit.

**13.11** Vacation requests shall not be unreasonably denied.

#### **ARTICLE 14 — SICK LEAVE**

**14.01** In this Article:

- (a) "Sick leave" means working time during which any Full-time, Part-time or Temporary Employee is absent through illness and for which the Full-time, Part-time or Temporary Employee is entitled to receive normal salary or wages.
- (b) "Sick Pay" means the salary or wages paid to a Full-time, Part-time or Temporary Employee on Sick Leave.
- (c) "Sick Pay Credit" means the cumulation of previously unused Sick Leave on any given date.
- (d) "Month" means a calendar month.

**14.02** (a) Sick leave shall be earned by a Full-time or Temporary Employee at the rate of one and one-half (1-1/2) days for each month of service and is cumulative if unused. Sick Leave credits shall be earned by a Part-time Employee at the rate of one (1) hour for every twenty (20) hours worked which is cumulative if unused.

(b) When a new Full-time or Temporary Employee begins work on any day from the 1st to 15th of a calendar month, she shall be entitled to accrue Sick Leave Credit as if she had begun work on the 1st day of that month.

**14.03** No Sick Leave shall be earned by a Full-time or Temporary Employee during a period of unpaid approved leave of more than thirty (30) calendar days.

**14.04** Each Full-time or Temporary Employee shall be eligible to receive, after completion of one (1) months' 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 the time of such absence. Each Part-time Employee shall be eligible to receive, after completion of seventy-two(72) hours worked, Sick Pay at regular wage rate for scheduled 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 the time of such absence.

**14.05** The number of days or parts of days for which a Full-time, Part-time or Temporary Employee receives Sick Pay shall be deducted from her Sick Pay Credit.

**14.06** (a) If a Full-time or Temporary Employee is absent on account of illness for less than fifty per cent (50%) of the scheduled shift, the time of such absence shall not be deducted from Sick Pay Credit. Absence on account of illness in excess of fifty per cent (50%) of the scheduled shift but less than a full day shall be deducted as one-half (1/2) day.

(b) A Part-time Employee who has commenced work and has completed twenty-five percent (25%) of the scheduled work hours and who, because of illness has to leave work with the authorization of her supervisor, shall be paid for the balance of the scheduled hours on the day of the illness.

(c) At the discretion of the Department Manager, medical or dental appointments *may* be regarded as falling within the policies of this section.

14.07 When Sick Leave has been exhausted a Full-time or Temporary Employee may use her annual vacation in lieu of sick leave by sending written notification to the Department Manager of her intention to do so.

14.08 The Sick Pay Credit of any Employee coming within the Union who was transferred from the Toronto Public Library Board on September 30, 1968, shall be combined with Sick Leave earned from and after October 1, 1968 provided service has been continuous.

14.09 Where a Full-time, Part-time or Temporary Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made **by** the Workers' Compensation Board, such Employee shall be entitled to receive the difference between her **salary** or other remuneration and the amount of such award.

14.10 When the absence of a Full-time, Part-time or Temporary Employee through illness covers more than five **(5)** consecutive working days, a medical certificate from a qualified medical practitioner certifying to the illness and to fitness to return to work shall be forwarded **by** such Full-time, Part-time or Temporary Employee to Supervision.

14.11 (a) While it is recognized that short-term absences are sometimes unavoidable, in cases where there is a persistent pattern of short-term absences, individuals in question may be advised in advance that payment of Sick Leave for any future absence will require a doctor's certificate.

(b) Evidence of a persistent pattern of short-term absences will be documented and made known to the individual in writing prior to the time of requesting a doctor's certificate for any future absences.

14.12 Each Full-time, Part-time or Temporary Employee currently on staff, shall receive **by** February 1st of each year an annual statement of her accumulated Sick Leave.



14.13 Where in an action arising out of an accident to an employee of the Board coming within Local 1582, the Board recovers from a third person as the result of such accident a larger amount, exclusive of costs, including the **costs** of the Metro Solicitor or any other solicitor the Board may engage, than the amount paid to or **on** behalf of such employee, the surplus amount shall be paid to such employee, or in the event of death, to one or more of her dependents.

14.14 (a) An employee who is injured on duty in circumstances where no action for such injuries would lie against a third person; and who is unable to work as a result **of** such injury, shall while she is off work, as aforesaid, be paid her regular day work rate by the Board to the extent of her available sick pay credits, until such time as a ruling has been made **by** the Workers' Compensation Board **upon** her claim.

(b) If the Workers' Compensation Board (WCB) approves the claim, the employee's bank of sick credits will be credited with one (1) day **for** each day she received sick pay prior to the WCB's approval of the claim.

(c) **If** the employee is unable to return to work after a claim **is** approved, she shall receive the benefit payments, approved by the Workers' Compensation Board, directly from the Library Board. A supplement shall **be** paid by the Library Board to the Employee to make the total payment equal to her regular pay.

(d) Where the claim is not approved or where an employee receives monies in excess of her regular pay, such excess shall be treated as an overpayment and the necessary recovery shall be made by the Board.

(e) An employee receiving the Workers' Compensation benefit and the supplement shall be considered **for** pension purposes to be in receipt of full salary. The Board shall deduct from such supplement the employee's full pension contributions as if she were at work.

(f) **An** employee who sustains a compensable injury and, as a result, must leave work before the end of her shift, shall be paid to the end **of** the shift.

- g) **An** Employee receiving compensation for a compensable injury under the Workers Compensation Act shall accumulate seniority and be entitled to all benefits under this Agreement. While in receipt of Workers Compensation benefits, the employee shall have her share of the various benefit plans under this agreement, including the pension plan, paid **by** MTLB based on 100% of her basic earnings.
- h) An Employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, provided she has qualified for sick pay credits under Article 14 be paid an amount equal to her full net pay while she is off work and until such time as a ruling has been made **by the** Workers' Compensation Board regarding her claim.

#### **ARTICLE 15 – PAYMENT OF CUMULATIVE SICK PAY CREDIT GRANTS**

**15.01** In this Article “Employee” means a Full-time Employee of the Board coming within Local 1582 who has been in the employ of the Board for a continuous period of at least ten (10) years.

**15.02** Upon termination of employment:

- (a) there shall be paid to every Employee who is retired on account of age or who retires from employment and is qualified to receive a pension:
  - (i) pursuant to any of paragraphs (1), (2) or (3) under heading “B” of the Schedule contained in Section 5 of Bylaw No. 284-71 respecting service and disability pensions and other benefits and privileges for the Toronto Civic Employees; or
  - (ii) pursuant to the Ontario Municipal Employees Retirement System,
- (b) there shall be paid **to every** such Employee who, while in the service of the Board, has become incapable through illness, old age or disability, of efficiently discharging her duties; or

- (c) there shall be paid to the estate of such of an Employee who dies while in the employment of the Board, the whole or part of such amount as is equal to one-half (1/2) of the cumulative Sick Pay Credit of such 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</b>	<b>Column 2</b>
Service Requirement	Period
At least 10 yrs. & less than 15 yrs.	3 cal. months
At least 15 yrs. & less than 20 yrs.	4 cal. months
At least 20 yrs. & less than 25 yrs.	5 cal. months
At least 25 yrs.	6 cal. months

**15.03** 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 separate 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 remuneration for the period set forth in Column 2 of the Schedule contained in Clause 15.02 hereof, corresponding to the service requirement set forth in Column 1 thereof.

**15.04** For the purpose of meeting the service requirements described in Clause 15.02 the following shall be included.

- (a) All time lost on account of absence for reasons of illness where the Employee was paid for such absence.
- (b) 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.
- (c) In this Article "service" shall include all time recognized by the Toronto Public Library Board as service

to and including September 30, 1968 provided that the Employee was in the employ of the Metropolitan Toronto Library Board on October 1, 1968 and continuing thereafter.

15.05 In no case shall an award made by the Workers' Compensation Board be deducted from any authorized grant to an Employee or her dependents, but there shall be no duplication or overlap of payments.

15.06 Effective January 1, 1991, Employees who are eligible to receive a Sick Pay Credit Grant in accordance with the provisions of Article 15 may use all or part of their Sick Pay Credit Grant as vacation upon their retirement.

#### ARTICLE 16 -- BENEFITS

16.01 The Board shall enter into a contract with an insurer licensed under the Insurance Act for the purpose of providing hospital accommodation at the semi-private ward level, and such contract shall provide that in respect of each Full-time or Temporary Employee who has completed three (3) months and coming within Local 1582, the Board shall pay one hundred percent (100%) of the single or family premium, as the case may be, for such Plan. In accordance with the eligibility requirements of the Policy, Part-time Employees will be eligible to join the Plan by paying the Board 50% of the premium in advance of the appropriate premium dates.

16.02 The Board shall enter into a contract with an insurer licensed under the Insurance Act for its Comprehensive Medical Protection Plan with a ~~\$10.00~~/~~\$20.00~~ deductible provision and the Board shall pay one hundred percent (100%) of the single or family premium, as the case may be for such employees as referred to in Clause 16.01. In accordance with the eligibility requirements of the Policy, part-time Employees will be eligible to join the Comprehensive Medical Protection Plan by paying the Board ~~fifty~~ percent (50%) of the premium in advance of the appropriate date.

16.03 The Board shall enter into a contract with an Insurer licensed under the Insurance Act and selected by the Board to provide as condition of employment for all Full-time employees who have completed at least three (3) months' continuous service as Full-time employees of the Board, group life insurance in the amount of two times (2) their annual salary rounded off to the nearest \$1000.00 for each such employee covered by such insurance and the Board shall pay one hundred percent (100%) of the premium for such insurance chargeable in respect of each such employee covered thereby; it being understood and agreed that in the event of any experience rating credit arising out of the operation of the insurance contract becoming available such credit shall be applied towards reduction or rehabilitation of subsequent premiums thereunder.

16.04 The Board will, through an Insurer authorized to carry on business in the Province of Ontario, arrange a compulsory Long-Term Disability Plan for Full-time Employees as referred to in Clause 16.01, and will contribute one hundred percent (100%) of the cost thereof to provide a Long-Term Disability benefit of seventy-five percent (75%) of basic salary to a maximum of \$3,000.00 inclusive of any benefits paid under any Pension Plan, Insurance Plan, Workers' Compensation, or any other plan to which the Board makes any contribution. Long-Term Disability benefits will be payable after six (6) months continuous absence from work on account of illness or injury and subject to the qualifications of the Plan document; provided that no such employee shall be eligible for Long-Term Disability Plan payments so long as she is in receipt of Sick Pay benefits from the Board. Each such employee eligible for such Long-Term Disability Plan may continue to use her Sick Pay in preference to participating in such Plan.

16.05 (a) The Board will provide one hundred percent (100%) premium cost of a non-deductible Dental Plan equivalent to CUMBA Red; the Rider 1 (endodontic/periodontic) and Rider 2 (50% payment dentures) for all Full-time Employees and family, when applicable. The Board shall provide an orthodontia rider to the dental plan

with a maximum \$3,000.00 lifetime benefit for each employee/dependent 18 years and under with the total premium paid **by** the Board.

(b) In accordance with the eligibility requirements of the Policy, Part-time Employees will be eligible to join the Dental Plan **by** paying the Board 50% of the premium in advance of the appropriate premium dates.

(c) The Dental Plan will further provide a major restorative rider; 50% co-insurance feature with an annual maximum payment clause of \$1,000.00 per person. Expenses covered will be single crown restorations (**caps**), inlays, onlays, and gold fillings.

The Board will reserve the UIC rebate for the purpose of subsidizing the cost of the addition of fixed bridge-work as an eligible expense under the Dental Plan.

16.06 The Comprehensive Medical Insurance coverage referred to in Clause 16.02 shall include a **\$185.00** optical benefit, effective August 1, 1991 and \$200.00 effective January 1, 1992, which shall be available to Full-time Employees and their dependents **once per two (2) year period**. In accordance with the eligibility requirements of the Policy, Part-time employees will be eligible **to** join the Comprehensive Medical **Insurance** coverage **by** paying the Board fifty percent (**50%**) of the premium in advance of the appropriate date.

The Hearing Aid benefit shall become \$500 effective the first of the month following ratification of this Agreement.

**16.07** Each Employee shall report any changes in **marital** status or increase or decrease in dependents without delay and, if **failure** to report any such changes results in any over-payment of premiums by the Board, such employee shall reimburse the Board in the amount of such over-payment.

16.08 The Board shall pay one hundred percent (100%) of the single or family premium for the benefits referred to under clauses **16.01**, 16.02 and 16.03 above for all term and temporary employees on completion of three (3) months' service.

16.09 (a) The Board shall pay 100% of the premiums for C.M.P., Dental and Semi-Private coverage for employees on Long Term Disability.

(b) Effective August 1, 1991, the Long Term Disability benefit to current recipients will be increased by \$25.00 per month for a total increase of \$75.00 per month. The amount of this increase shall not exceed the current maximum benefit of \$3,000.00 per month.

16.10 (a) The Board shall pay 100% of the premiums for C.M.P., Semi-private coverage and Dental Plan for early retirees to age sixty-five who have retired on or after January 1, 1987.

(b) The Board will pay premiums for a basic \$3,000.00 life insurance policy for employees who retire on an immediate unreduced service or disability pension.

(c) Where an employee who elects early retirement and is eligible for benefits, dies prior to her sixty-fifth birthday, the Board shall provide for her spouse, coverage for such benefits until the deceased employee would have attained the age of sixty-five.

16.11 Dependent Coverage: The Board agrees to provide semi-private insurance, Comprehensive Medical Protection Plan and Dental Plan for dependent full-time students over twenty-one years of age.

16.12 Prescription Drugs: The Board agrees to provide payment with respect to all prescription drugs which are deregulated during the currency of this Collective Agreement.

16.13 Unmet Benefits: The Board agrees to pay its share of the employees' premiums, except where a premium waiver applies, for the period not exceeding six (6) consecutive months between the onset of disability and the commencement of Long Term Disability.

## ARTICLE 17 – SENIORITY

17.01 (a) For purposes of this Collective Agreement “seniority” is defined as length of continuous service with

the Board subject to completion of probation and shall include service with The ~~Toronto~~ Public Library Board under circumstances outlined in Article 15.04.

(b) Part-time seniority with the Board shall be that service accumulated on an hourly basis dating from January 1, 1969, called hereafter "seniority" subject to such employee completing her probationary period.

(c) In the event a Part-time Employee who has not completed her probationary period in accordance with Article 3.02 (b) and whose employment is not terminated but whose employment is interrupted by reason of lack of work, when such employee returns such employee shall not lose the hours she has worked from her first date of hire for the purposes of the application of Article 17.01 (b).

(d) The number of hours of service accumulated by a Part-time Employee will be comparable to the seniority accumulated by Full-time Employees based on the following formula: seven (7) hours service is equivalent to one (1) day seniority, two hundred and sixty (260) days is equivalent to one (1) year.

17.02 (a) A Part-time Employee hired to a Full-time position shall be credited with her Part-time seniority converted to the Full-time equivalent as provided for in 17.01 (d) above.

(b) A Full-time Employee transferring to a Part-time position shall be credited with her Full-time seniority converted to the seniority as provided for in the formula set in 17.01 (d) above.

17.03 (a) The Board shall maintain a seniority list showing the date upon which each non-probationary Full-time Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on each Department Bulletin Board in January and July of each year.

(b) A service list for Part-time Employees showing the ~~total~~ accumulated hours and the ~~annual~~ accumulated hours worked shall be prepared quarterly and shall be sent to the Union as well as posted in each department.

17.04 A Full-time Employee shall not lose seniority rights if She is absent from work because of sickness, accident, layoff or leave of absence approved by the Board.



A Full-time Employee shall only lose seniority in the event:

- (a) she voluntarily terminates her employment;
- (b) she is discharged for reasonable cause;
- (c) she fails to report her intention to return within five (5) working days and fails to report for work within ten (10) working days from the date she is recalled to work under the provisions of Article 23;
- (d) she is absent from work for more than five (5) consecutive working days from the commencement of absence without written notification to the Personnel Office; or
- (e) she is not recalled to work within two (2) years of the date of layoff as in Article 23.

**17.05** A Part-time Employee shall lose her seniority and her status as a Part-time Employee:

- (a) if she resigns;
- (b) if she is discharged or terminated and is not reinstated in accordance with the provisions of this Agreement;
- (c) if she fails to work fifty (**50**) hours in a six (6) month ~~period~~ subject to her being absent as a result of authorized sickness or leave of absence;
- (d) if she fails to report for scheduled work without reason satisfactory to Management.
- (e) she fails to report her intention to return within five (5) working days and fails to report for work within ten (10) working days from the date she is recalled to work under the provisions of Article 23.

**17.06** A Part-time Employee hired as a temporary replacement will continue to accrue seniority on an hourly basis for the duration of the Agreement.

**17.07 Temporary Appointments**

(a) Units **A** and **B**, persons employed on a temporary basis or hired to replace a Full-time Employee who is on a leave of absence shall be hired up to a three (3) month term. This term shall be renewed no more than twice.

Time spent in a temporary position shall count against the probationary period if the Temporary Employee is transferred to a permanent position within the Bargaining Unit or receives a permanent position within one (1) month of termination of her temporary position. Persons who have served six (6) months or more as temporary Employees shall be required to serve a probationary period of one (1) month.

(b) Unit C, temporary employees may be hired for a specific term not to exceed six (6) months, to replace employees who are on approved leave of absence on account of W.C.B. disability, sick leave, vacation, maternity leave or long term disability. This may be extended a further six (6) months on mutual agreement of the Union, employee and library. Time spent as a temporary employee shall count against the probationary period if the employee receives a permanent position during or within one (1) month of the termination of the temporary position.

## **ARTICLE 18 – LEAVE OF ABSENCE**

**18.01** Any Full-time or Part-time Employee of the ~~Board~~ coming within Local 1582 who is elected or appointed to a full-time position with C.U.P.E., or who is elected to public office, shall be granted leave of absence without loss of seniority for a period while holding such position or office of not more than three (3) years renewable annually at the option of the Board, provided that such leave shall be without pay and at no cost whatsoever to the Board and provided further that the period of such leave shall not be included in the length of service of such Employee with the Board for the purposes of determining ~~seniority~~ and provided further that such renewed leave shall not be unreasonably denied.

**18.02** (a) Each Full-time or Temporary or Part-time Employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, spouse (as defined in the Family Law Reform Act), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild, will be compensated

for the time so lost from her regular schedule, by reason of such absence, as follows:

- (1) A Full-time or Temporary Employee will be paid at her regular rate of pay for up to a maximum of three (3) working days following such death for each such absence. The Board may, at its discretion and on recommendation by Management, increase such leave by an additional two (2) consecutive working days to immediately follow the said three (3) working days.
- (2) A Part-time Employee will be paid at her hourly rate of pay for those scheduled hours lost on the three (3) consecutive working days following such death.

(b) Personal Leave: Department Managers shall grant paid personal leave of absence of a total of three (3) working days annually. Additional leave may be considered at the discretion of Management. Such additional leave may be consecutive to time granted under Article 18.02 (a) and be with or without pay. (This Clause does not apply to Part-time Employees.) Employees who have been employed for less than one (1) year shall be granted the opportunity to receive leaves of absence under this Article on a pro rata basis only. Such Employees shall be credited with one-half (1/2) day every two (2) months worked. It is understood and agreed that the three (3) days specified under this Article shall not be cumulative from year to year if unused. It is further understood and agreed that an Employee who is seeking leave of absence pursuant to such Article must contact their Supervisor at the earliest possible point in time before the start of their scheduled shift and in any event as soon as practicable.

**18.03** Each Full-time, Temporary or Part-time Employee of the **Board** coming within **Local 1582** who is **called** upon to serve as a juror or as a witness in a court proceeding:

- (a) shall be granted leave of absence for such purpose provided that upon completion of her jury or witness service such employee shall present to Supervision a satisfactory certificate showing the period of such service;

- (b) shall be paid, in the case of a Full-time or Temporary Employee, 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 statement therefor and in the case of a Part-time Employee shall be paid for each day of jury service, the regular pay for the hours of work scheduled for that day or the daily jury or witness fee, whichever is greater, provided that she shall deposit with the Treasurer of the Board the full amount of compensation received for such service and an official statement therefor, if the compensation is less than Metropolitan Toronto Library Board wages.
- (c) shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone Supervision for instructions, respecting her return to work, and shall, upon receiving such instructions, comply with the same.

**18.04** Any Full-time, Temporary or Part-time Employee who, during her normal working hours is required to attend a sitting of the Citizenship Court or such other procedures as may be necessary to obtain her Canadian Citizenship shall be granted time off with pay which, in aggregate, will not **exceed** one day's pay at her normal rate.

**18.05 (a)** Any Full-time, Temporary or Part-time Employee who is eligible for pregnancy leave, shall be entitled, provided she is in receipt of Unemployment Insurance benefits pursuant to Section 30 of the Unemployment Insurance Act, to **the** following payment while on pregnancy leave:

- i) For the first two (2) weeks of the pregnancy leave, the Employee receives no payments from the Board;
- ii) For the following fifteen **(15)** weeks of the pregnancy leave, the Employee shall receive from the Board, payments equal to the difference between seventy-five percent (75%) of her regular **rate** and the sum of her weekly Unemployment Insurance benefits.

(b) Any Full-time, Part-time or Temporary Employee who is eligible for parental leave shall be entitled, provided the Employee is in receipt of Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, to the following payments while on parental leave:

- i) For the first two (2) weeks of the parental leave, the Employee receives no payments from the Board;
- ii) For the remainder of such parental leave, the Employee shall receive from the Board, payments equal to the difference between seventy-five (75%) of the Employee's regular rate and the sum of the Employee's weekly Unemployment Insurance benefits.

(c) Upon written request, not later than the twelfth (12th) week of Pregnancy or Parental leave, such leave of absence may be extended from the seventeen (17) weeks to a maximum of twenty-four (24) weeks.

(d) The Employee must give two weeks notice in writing of the date the pregnancy or parental leave is to begin and two weeks notice in writing to the Board of when they expect to return to work.

(e) A doctor's certificate confirming the anticipated date of delivery must accompany the written request for leave.

(f) During the period of pregnancy or parental leave, the Board will continue to pay the premium for all benefits to which the Employee is entitled under the Collective Agreement unless she elects in writing not to receive such benefits.

(g) During the period of pregnancy or parental leave, the employer must pay the employer share of OMERS contributions unless the employee gives written notice before the leave begins of her choice not to pay her share. If the employee elects, before the leave begins, not to pay the member share of contributions, then the employer is not required to pay.

(h) During the period of pregnancy or parental leave, the Employee continues to accrue seniority and vacation credits, but does not accrue sick credits.

**18.06** In the event a Full-time, Temporary or Part-time Employee is accused of an offence which requires a Court appearance, she shall be given a leave of absence as

requested without loss of seniority or service recognition but without pay. In the event that the accused employee is jailed awaiting a Court appearance, she shall be given an automatic leave of absence without loss of seniority but without pay.

18.07 (a) The Library may, in its discretion, grant leaves of absence without pay and without loss of seniority to an employee for personal reasons. It is understood that all unpaid leaves of absence can only be granted if the efficient operations of the Department/Library can continue to be carried out in the employee's absence.

(b) Application for leave is to be made, in writing, to the Board, through the Manager of the Department, Section or Service. Requests for such leave shall not be unreasonably denied.

(c) Vacation, sick leave rights, benefits, payment of statutory holidays or seniority for the purpose of wage progression do not accrue to an employee during the period of leave of absence without pay if the leave exceeds thirty (30) days.

(d) During the period of leave, such employee may continue various benefit coverages for which she is eligible by paying the Board the appropriate premiums in advance.

(e) Upon her return to work, after such leave, every effort will be made to place the employee in her original position. However, prolonged leaves are granted with the understanding that the Board cannot guarantee a return to work to the exact duties of the employee but their classification shall remain the same.

18.08 A permanent employee may be granted unpaid paternity leave for a period of up to five (5) working days within the two (2) week period before or after the delivery of such employee's child. Employees wishing a longer leave may apply for extended leave without pay in accordance with Article 18.07. Application for such shall be made in writing through the Manager to the Personnel Department and such leaves shall not be unreasonably withheld.

18.09 Upon reasonable notice and written request the Board shall grant full-time employees leave of absence

without pay but without loss of benefits for up to six (6) weeks to be a candidate in federal, provincial or municipal elections. If required by any federal, provincial or municipal legislation to do so, the employee shall resign from the employ of the Board prior to assuming office.

18.10 The Board shall allow permanent employees, upon the employee's request, to use a maximum of three (3) days sick leave annually for family illness.

#### **ARTICLE 19 – STAFF DEVELOPMENT**

19.01 Subject to financial ability, the Board will endeavour to send employees to the conferences of the provincial and national library organizations. If an Employee has specialist qualifications, she may attend conferences in her subject specialization in lieu of a library conference. An Employee invited to participate in a conference or convention shall receive first consideration and receive such financial support as is possible.

19.02 A Full-time or Temporary Employee wishing to attend a Conference will submit a written request to the Manager of the Department. The Employee shall be notified in writing of the decision.

19.03 At the discretion of Management a limited number of applications for Board subsidization in the tuition for specifically job-related courses may be granted to individuals on request made within the normal procedure of the Library. In such cases the Board will pay fifty per cent (50%) of the tuition for approved courses on successful completion by the Employee.

#### **ARTICLE 20 – ADVERTISING VACANCIES**

20.01 Whenever Full-time, Part-time or Temporary appointments or promotions are to be made within Local 1582, the Personnel Department shall arrange for such to be made known to all members of the Local. The information shall be posted for five (5) working days in all Departments and shall indicate the nature of the job,

salary level, relevant qualifications and cut-off date for applying.

**20.02** (a) A Part-time, Full-time or Temporary Employee shall be considered as a candidate for any vacancy which might occur and is posted within Local 1582. The Part-time, Full-time or Temporary Employee will make application to the Personnel Department advising of her interests, qualifications and skills. With reference to the application made to the Personnel Department, all qualified applicants who are available for an interview will be interviewed.

(b) Applicants shall be considered on the basis of qualifications, ability and seniority. When qualifications and ability are relatively equal among qualified candidates, seniority shall apply.

(c) No external applicants shall be considered until all internal qualified applicants who are available for an interview have been interviewed. An external applicant will not be selected as the successful candidate, except in cases where there is no qualified bargaining unit applicant.

**20.03** Every reasonable effort will be made to fill vacant positions as soon as possible. Qualifications shall not be established in an arbitrary manner.

**20.04** Unsuccessful applicants will be advised of the name of the successful applicant.

#### **20.05 Unit C**

If a permanent employee is promoted in Unit C on a trial basis to another position set forth in Schedule "A" hereto attached and her service in such new position is satisfactory to the Board during the first two (2) months that she holds the new position, such employee shall be appointed by the Board to that new position on a regular full-time basis.

#### **20.06 Unit C**

If during such trial period her performance is unsatisfactory or the employee requests to return to her former



position, such return will be effected without loss of seniority and with a rate of pay appropriate to her former position.

## **ARTICLE 21 — GRIEVANCE PROCEDURE**

**21.01** Nothing in this Agreement prevents a Full-time, Temporary or Part-time Employee from discussing a problem with Supervision, and such discussion shall not be a part of the grievance procedure.

**21.02** Where a difference arises between the parties here-to 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 being hereinafter referred to as “the grievance”, the following procedure shall apply, namely:

### **step 1**

In order to be considered as a grievance, Local 1582 through a Steward, must, within ten (10) working days after becoming aware of, or the date she could reasonably be expected to have become aware of, the circumstances giving rise to the grievance, file the said grievance citing the Article or Articles alleged to have been violated and indicating the redress sought in writing with the appropriate Department Manager, who shall confer within ten (10) working days with such Full-time, Temporary or Part-time Employee and who shall render her decision in writing within two (2) working days of the time of the conference. The grievor may be accompanied at the conference by the Steward if the grievor so desires.

### **Step 2**

In the event that the said Department Manager does not provide redress satisfactory to Local 1582, in order for the grievance to be considered further, it must, within five (5) working days after receipt of the aforesaid written decision, forward a copy of the grievance together with a copy of the written decision to the appropriate Assistant Director. Upon receipt of such copies, the said

Assistant Director together with the Personnel Manager shall confer within ten **(10)** working days, with up to five **(5)** representatives of Local 1582, which may include the grievor. Within five **(5)** working days after the said conference, the Assistant Director shall advise Local 1582 in writing, of her decision with respect to the grievance.

### **step 3**

In the event that the Assistant Director does not provide redress satisfactory to Local 1582, in order for the grievance to be considered further, it must, within five **(5)** working days after receipt of the aforesaid written decision, forward a copy of the grievance together with the written decision to the Director. Upon receipt of such copy, the said Director shall confer within ten **(10)** working days with the authorized representatives of C.U.P.E. Local 1582 plus the grievor and within seven **(7)** working days after said conference, shall advise Local 1582 in writing, of her decision with respect to the grievance.

### **Step 4**

In the event that the said Director does not provide redress satisfactory to ~~Local~~ 1582, in order for the grievance to be considered further, it must, within fourteen **(14)** working days after the receipt of the decision require the grievance to be submitted to arbitration ~~by~~ notifying the Director in writing of its desire to do ~~so~~ and the notice shall contain the name of the appointee ~~of~~ Local 1582 to ~~an~~ Arbitration Board.

The Director shall, within fourteen **(14)** working days after the receipt of such notice, advise Local 1582 of the name of its appointee to the Arbitration Board. The two **(2)** appointees ~~so selected~~ must, within fifteen **(15)** working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the two **(2)** appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request ~~of~~ either of the parties hereto. The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision of ~~a~~ majority shall be the decision of the Arbitration Board, but if there be no majority, the decision of the

Chairman shall be the decision of the Arbitration Board. Each of the parties hereto shall bear the expenses of the nominee appointed to represent it and the parties shall jointly, in equal shares, bear the fees and expenses, if any, of the Chairman of the Arbitration Board and the cost of the room or rooms in which the arbitration is held.

21.03 The decision of the Arbitration Board shall be final and binding upon the Board, Local 1582 and upon any Full-time, Temporary or part-time Employee.

21.04 Local 1582 and the Board in all Steps shall be confined to the grievance and redress sought, unless otherwise mutually agreed, as set forth in the written grievance filed as provided in Step 1. No grievance shall be denied by Management on the basis of any formal or technical objection provided that the Article or Articles under which the grievance is being laid is clearly evident. Arbitration proceedings shall be based on the alleged breach or breaches as established during the grievance procedure.

21.05 No matter shall be submitted to or accepted by an Arbitration Board which has not been properly processed through all the previous steps of the grievance procedure, as set out in the Collective Agreement. However, the mandatory time limits may be extended by joint consent in writing.

Saturdays, Sundays and Statutory Holidays shall not be work days for purposes of this Article.

21.06 The Arbitration Board shall not have the power to change the Agreement or to alter, modify or amend any of its provisions.

21.07 Any representative of management or supervision referred to in this Article may designate another person to act in her stead.

21.08 Where a difference arises between Local 1582 and the Board relating to the interpretation, application or administration of this Agreement which cannot be made the subject of an individual's grievance, Local 1582 may file a grievance at Step 2 and the provisions of this Article

shall apply mutatis mutandis to this Clause provided that failure of members of the Local 1582 to file a grievance within the time limits as set out shall be a bar to Local 1582 filing a policy grievance on the same matter.

21.09 In the event of any Full-time, Temporary or ~~Part-time~~ Employee of the Board coming within Local 1582 being suspended or dismissed for cause, the grievance procedure as set forth in Article 21 hereto shall apply except that the grievance shall be initiated at Step 2 within five (5) working days after the said employee has been suspended or dismissed.

21.10 Management shall have the same rights of grievance as the Union including the right to file a grievance beginning at Step 2.

#### 21.11 **Management Grievance Procedure**

In any such grievance ~~by~~ the Board, the Director of the Library or person designated, shall, within five (5) working days after becoming aware of, or after the date she could reasonably be expected to have become aware of, the circumstances giving ~~rise~~ to the grievance, file the said grievance and the redress sought in writing with the Executive of the Local, who shall meet within ten (10) working days with the Director of the Library or person designated and shall render its decision in writing with respect to the grievance within seven (7) working days of the time of the meeting.

### **ARTICLE 22 - RETIREMENT**

22.01 When an Employee retires, if she ~~was~~ in receipt of a Workers Compensation award ~~and~~ a disability waiver of premium benefit at any time during her employment with the MTLB, and if the effect of that disability waiver of premium benefit is to reduce her pension entitlement, the MTLB will provide the difference between her pension and the pension to which she would have been entitled had she not been on the said disability waiver of premium benefit.

The Board will implement Metro's practice with respect to Article 22.01 of this agreement.

### **ARTICLE 23 — LAY-OFF AND RECALL**

**23.01** (a) In the event of a lay-off, a Full-time Employee of the Board coming within Local 1582 shall be laid off in reverse order of her seniority unless the Board has work which by reason of skills or qualifications she is able and other Full-time Employees of the Board being within Local 1582, are unable to perform. When work becomes available, such employee, if not laid off for a period in excess of two (2) years, shall be referred for re-employment in the order of seniority provided that she possesses the necessary skills and qualifications for such work and provided she has provided her current address to the Personnel Office.

No new Full-time Employee will be hired until persons on lay-off have had an opportunity of recall.

(b) In the event of a layoff, a Part-time Employee of the Board coming within the Local shall be given seven (7) calendar days notice and be laid off in reverse order of her service unless the Board in its opinion has work which by reason of skills or qualifications the Part-time Employee is able, and other Part-time Employees of the Board being within the Union are unable to perform.

When work becomes available such Part-time Employees on lay-off shall be referred for re-employment in order of service, provided they have the necessary skills and qualifications for such work. No new Part-time Employee will be hired until persons on lay-off have had an opportunity of recall.

(c) The Board agrees to pay the full coverage for the various benefit plans to the conclusion of the month following the month of an Employee layoff consistent with the rules and regulations of the various plans.

**23.02** Persons on temporary appointments are excluded from the other provisions of this Article.

## ARTICLE 24 — TECHNOLOGICAL CHANGE AND CONTRACTING OUT

24.01 (a) The Board will endeavour to place in other positions of comparable responsibilities any permanent Full-time Employees of the Board who may be displaced either by significant technological or significant organizational change.

(b) The Board shall provide the Union with four (4) months' written notice of any intended significant technological change or any intended significant organizational change. The Union, should it wish to do so, may make representations in writing to the Board within thirty (30) working days of the giving of such notice by Management. Management will reply within thirty (30) working days. The Board will make available to the Union relevant information, proposed timetables, amended timetables as available, and documentation to enable the Union to understand the reasons for such technological change, the nature and scope of such change and the effects of such change on employees in the bargaining unit.

(c) Any permanent Full-time Employee who cannot be placed in a position of comparable responsibility as provided for in paragraph (a) shall be offered a position of less responsibility. Such an employee's wage rate shall not be reduced for a period of twelve (12) months following her displacement. At the end of the twelve (12) month period such Employee's wage shall be red-circled.

(d) Should significant technological or significant organizational change require additional training for any permanent Full-time Employee in a position effected by such changes the Board shall provide a reasonable training period with no loss of pay or benefits to the permanent Full-time Employee.

(e) The Board will endeavour to place in other positions any Part-time Employee of the Board who may be displaced by technological improvements in the operation of the Board.

(9) Electronic monitoring shall not be used as the major method in evaluating the work performance of a Full-time, Temporary or Part-time Employee.

#### **24.02 Contracting Out**

(a) The Board shall provide the Union with four (4) months' notice in writing of its intention to contract out any work usually performed by members of the Union. The Union, should it wish to do so, may make representations in writing to the Board within thirty (30) working days of the giving of such notice by Management. Management will reply within thirty (30) working days of the Union's submission.

(b) Should the Board decide to contract out any work now being performed by Full-time Employees within the bargaining unit, no permanent Full-time Employee will be laid off or have her employment terminated by reason thereof.

#### **ARTICLE 25 — HEALTH & SAFETY**

**25.01** It is the responsibility of the Board to provide a safe and healthful working environment for all of its Full-time, Temporary or Part-time Employees, and it is incumbent upon such employees and the Board to ensure as far as possible that this same environment is maintained at all times.

The parties share the responsibility of ensuring that the work environment is safe and healthy. To this end, the parties shall establish a Health and Safety Committee in accordance with the terms of the Occupational Health and Safety Act.

#### **ARTICLE 26 — USE OF VDT/CRT EQUIPMENT**

**26.01** In addition to informing every Full-time, Temporary or Part-time Employee employed on VDT/CRT equipment, Management will undertake to make the provisions of the Article known to every applicant for employment.

**26.02** Management will provide adequate training in the safe operation of such equipment to any person to be employed on such equipment.

26.03 VDT/CRT's shall be equipped to minimize glare.

26.04 Management will ensure that regular checks of VDT/CRT equipment are conducted to establish that such equipment is safe. Should no staff member have the necessary qualifications, management will retain an expert to conduct such checks. Functional protective devices will be installed, as required, to avoid the possibility of radiation danger.

26.05 Any Full-time or Part-time Employee with at least six (6) months in the employ of the Metropolitan Toronto Library Board who regularly works on VDT/CRT equipment and becomes pregnant shall have the option of transferring to another job during pregnancy at her current rate of pay. The Board shall ensure alternative work away from the terminals.

26.06 No Full-time, Temporary or Part-time Employee shall be required to work more than five (5) hours in any one (1) day on VDT/CRT equipment. All Full-time, Temporary or Part-time Employees shall have the option of taking a ten (10) minute work break every hour away from the machines. Such breaks shall be in addition to breaks granted in Article 9.04.

26.07 If a medical practitioner recommends for reasons acceptable to Management, that an Employee should not be working on VDT/CRT equipment, such Employee shall not be required to continue working on such equipment. Such permission shall not be unreasonably withheld and such information received from the doctor shall be held in the strictest confidence and shall not be used against the Employee in any way.

## **ARTICLE 27 — GENDER**

27.01 In all instances where the male or female pronoun is utilized in this Collective Agreement the use of such pronoun shall be regarded as inclusive of the other sex.



## **ARTICLE 28 — COPIES OF AGREEMENT**

28.01 The Union and the Board desire every Full-time, Temporary and Part-time Employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Board shall print sufficient copies of the Agreement in a Union Shop within ninety (90) days of signing, cost to be borne equally by the Board and the Union.

## **ARTICLE 29 — BULLETIN BOARDS**

29.01 The Board shall provide bulletin boards in designated areas so that all Full-time, Temporary and Part-time Employees will have access to them and the Union allowed to post notices.

## **ARTICLE 30 — UNION/MANAGEMENT COMMITTEE**

30.01 Whereas the parties agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Union-Management Committee meeting during the term of this Agreement, the following shall apply:

- (a) A Union-Management Committee shall be established composed of at least five (5) representatives of Local 1582, including the President or her designate and another member of the Executive and such representatives of Management as the Board deems necessary one of whom shall be the Director or the Manager, Personnel and Labour Relations.
- (b) The parties shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are currently the subject of grievance or negotiations for the amendment of this Agreement.
- (c) Management will provide secretarial assistance for the preparation of minutes and the chair of the

Committee shall alternate between Management and Union. The minutes shall be subject to the Committee's approval; upon approval the minutes shall be posted for the information of staff.

### **ARTICLE 31 — CONTACT REPORT AND DISCIPLINE**

**31.01** Prior to any written warning or notation being issued concerning discipline or suspension, discussion will be held with the employee. Copies of all written warnings or notations concerning discipline or suspensions which the Board intends to place on an employee's record shall be given to the employee and within five (5) working days to the Chief Steward of the Union. Employees may **record** their comments which will be included in the discipline or suspension report. Such report may be challenged by the employee through the grievance or arbitration procedure.

**31.02** A representative of Local 1582 may be present at any interview for discipline or termination if requested by the employee concerned. The Employer shall notify the employee of her right to have a representative present before any such interview takes place. Such interview shall be held in private.

**31.03** Where a Full-time, Temporary or Part-time Employee has not received an adverse contact or disciplinary report for a period of **two** (2) years, any contact or disciplinary **report** previously recorded in such Employee's file shall be null and void. On request of the Full-time, Temporary or Part-time Employee, any such adverse contact or disciplinary report will be removed from such Employee's personnel file at the end of two (2) years after the date of such report.

**31.04** Management will investigate situations which could require employees to cross picket lines and where Management is of the opinion that the crossing of the picket line will cause property damage to the Board or personal injury to the Employees or others, then Manage-

ment will not require the employee to cross such picket lines and alternative work will be assigned.

### **ARTICLE 32 – RETROACTIVE PAY FOR FORMER EMPLOYEES**

32.01 The Board will send cheques for appropriate amounts of retroactive pay to the last known addresses of all those former Full-time, Temporary or Part-time Employees of the Board who have already submitted written requests for such payment.

32.02 The Board will send notices to the last known addresses of those former Full-time, Temporary or Part-time Employees who left the employ of the Board after January 1, 1989 without leaving written requests for retroactive pay, informing them of their eligibility for such pay, provided that their written requests for such pay are received by the Personnel Department not later than sixty (60) days after the mailing date.

32.03 The Board and the Union will share equally the mailing costs of the process set out at 32.02 above.

### **ARTICLE 33 – GENERAL PROVISIONS**

33.01 No Full-time or Temporary Employee shall be permanently transferred outside the bargaining unit without her consent.

33.02 The Board agrees that if and when it becomes necessary to transfer a Full-time or Temporary Employee, no such employee shall be permanently transferred without her consent except as provided in Article 23, Article 24 and as required by changes in workload requirements.

33.03 The Board agrees to provide the Union with copies of job descriptions and job postings of positions within the Bargaining Unit.

33.04 All Full-time, Temporary or Part-time Employees, on request, may view their own personnel file in the Personnel Department.

### **33.05 Service Credit Transfer**

Upon request, the Board agrees to provide a Full-time or Temporary Employee transferring to another Board, a letter setting out accrued service credits

### **33.06 Responsibility For Cash in Library**

No Full-time, Temporary or Part-time Employee will be held responsible for cash for which Management has not made adequate provision for security.

## **ARTICLE 34 -- CLASSIFICATIONS**

### **34.01 Unit C**

Painter-maintenance, painter-maintenance-supervisor, carpenter-maintenance, electrician-maintenance, plumber-maintenance and maintenance-technician shall not be interpreted as craft trade designations nor shall the duties of an employee in these classifications be in any way limited to the occupation specified.

## **ARTICLE 35 -- UNIFORMS**

### **35.01 Unit C**

The Board will provide two (2) pairs of trousers and three (3) shirts annually to each permanent employee whose work brings such employee regularly in contact with the public or exposes him or her to the public view.

35.02 **The Board** will provide parkas and safety footwear (type of footwear to be determined jointly) on alternate years if necessary.

35.03 On termination of employment, all **uni.forms** will be returned to the Board.

## **ARTICLE 36 -- CHANGES OR ALTERATIONS IN AGREEMENT**

36.01 In the event of the Board or the Union desiring or proposing any change or alteration to this Agreement for the ensuing years of this Agreement in respect of any of the matters herein provided for, the Board or the Union,



as the case may be, shall give to the Union or Board, as the case may be, written notice of the desired or proposed changes or alterations within the ninety (90) days prior to the 31st day of December 1992, and both parties shall thereupon negotiate in good faith in respect to the matters which it so proposed to change or alter.

#### ARTICLE 37 — TERM OF AGREEMENT

37.01 This Agreement shall remain in force from ~~the 1st day of January 1991, until and including the 31st day of December 1992,~~ and from year to year thereafter subject to such changes and alterations therein and thereto as from time to time may be made pursuant to and in accordance with the provisions of Clause 36.01 hereof, **PROVIDED HOWEVER,** that the Board or the Union may give to the Union or the Board, as the case may be, two (2) months written notice expiring at midnight on the 31st day of December 1992 of the desire of the Board or the Union, as the case may be, to terminate this Agreement or any provision thereof, and upon the giving of such notice and the expiration of such two (2) months period, this Agreement or such provision, as the case may be, shall be terminated.

37.02 The previous Collective Agreement is hereby cancelled and superseded by this Agreement.

## LETTERS OF UNDERSTANDING

### **Organizational & Technological Change**

The parties agree to meet during the life of the agreement to further discuss technological and organizational change.

### **Changes in Scheduled Days & Hours**

In the event the **Board** foresees changes in the scheduled days or hours of work or **hours** of operation of the Library, Article **24.01** (b) of the Collective Agreement shall apply.

### **Half Day Before Christmas and New Years**

The Board expects to continue its current practice relative to the half day before Christmas and half day before New Year's as set out in the memo from the Director ~~dated~~ October **18, 1985**, for the **term** of the current Collective Agreement.

### **Hours of Work - Unit C**

The Board agrees to implement for Unit C employees any improvements in the hours of work which may be received by Local 43 of the Municipality of Metropolitan Toronto.

### **Government Grant Employees**

It is agreed that the Board may hire persons on a temporary basis under any Government program to perform duties usually performed by employees in Local **1582**, provided that such persons receive wages in accordance with Schedule "A" of the Collective Agreement and have union dues deducted and paid to Local **1582**. Such Government Contracts are to be agreed to **by** Local **1582** before such temporary persons are hired.

### **Personal Leave**

Both parties agree that paid personal leave days shall not be **used** for the purpose of extending an employee's scheduled vacation or as an addition to paid (statutory) holiday periods, except in circumstances beyond the employee's control.

**Fixed Bridgework UIC Rebate**

The parties agree that should the UIC rebate, be eliminated or reduced, or premium costs be increased **to** the point where costs are not equitably shared, the parties will negotiate another way to pay for this benefit.

## 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:

- (a) defer twenty percent (20%) of salary for each of four **(4)** consecutive years and then take one (1) year leave of absence; or
- (b) 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) The employee must:
  - (a) defer twenty percent (20%) of the four **(4)** years immediately prior to the one **(1)** year's leave and must apply six (6) months in advance of the four **(4)** year period; or
  - (b) defer twenty percent (20%) of salary for the two (2) years immediately prior to the six (6) months 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 purpose and, if approved **by** the Board, 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 employ=;
- (4) the employee will be paid the amount of monies deferred (plus interest) 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 in the first working day of the following calendar year;
- (5) the cost of all benefits under Article 16 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;



- (6) seniority will continue to accumulate during the leave period;
- (7) sick leave shall not accumulate during the leave period;
- (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;
- (10) 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 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 or equivalent at not less than her wages at the time the leave of absence began. In any 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 without interest and shall not be eligible to apply for a further leave for five (5) years.

The Board will prepare guidelines and forms for the leave plan and present the guidelines to the Union for its comments. The Board will also, when appropriate, seek a ruling from the Department of National Revenue regarding its obligations to withhold income tax, UIC and CPP. In the event such a ruling is unfavourable, the parties will discuss the matter.

## SCHEDULE "A"

### Wage Re-opener

The Board agrees to reopen the Collective Agreement for the purpose of renegotiating only 1992 wages and salaries, if the Consumer Price Index (Toronto) during 1992 expressed in a percentage change is 6.25% above the level of the December 1991 Consumer Price Index (Toronto).

### SCHEDULE "A" — January 1, 1991

<b>C.U.P.E. Local 1582</b>		<b>Annual Salary</b>	<b>Hourly Rate</b>
Unit A			
Code A	Step 1	\$21,294	\$11.70
	2	22,182	12.18
	3	23,071	12.68
	4	23,961	13.16
Code B	Step 1	24,822	13.64
	2	25,850	14.20
	3	26,880	14.77
	4	27,910	15.33
Code C	Step 1	26,325	14.46
	2	27,583	15.15
	3	28,850	15.85
	4	30,111	16.54
Code D	Step 1	28,462	15.64
	2	29,726	16.33
	3	30,986	17.02
	4	32,285	17.74
Code E	Step 1	30,932	16.99
	2	32,283	17.74
	3	33,668	18.50
	4	35,047	19.26
APT 1	Step 1	34,623	19.03
	2	36,122	19.85
	3	37,620	20.68
	4	39,116	21.49
	5	40,608	22.31

<b>APT 2</b>	<b>Step 1</b>	37,808	20.77
	2	39,305	21.60
	3	40,801	22.42
	4	42,297	23.24
	5	43,792	24.07
<b>SUBJ/LANG Specialist</b>			15.42
<b>Part-time Computer Operator</b>			16.10
<b>Unit B</b>			
<b>L1</b>	<b>Step 1</b>	\$34,623	\$19.03
	2	36,122	19.85
	3	37,620	20.68
	4	39,116	21.49
	5	40,608	22.31
<b>L2</b>	<b>Step 1</b>	37,808	20.77
	2	39,305	21.60
	3	40,801	22.42
	4	42,297	23.24
	5	43,792	24.07
<b>L3</b>	<b>Step 1</b>	41,367	22.73
	2	42,861	23.55
	3	44,355	24.37
	4	45,853	25.20
	5	47,348	26.02
<b>Senior Collection Librarian</b>			
	<b>Step 1</b>	43,416	23.86
	2	44,996	24.73
	3	46,575	25.59
	4	48,153	26.46
	5	49,995	27.47
<b>Unit C</b>			
<b>Caretaker</b>		\$31,235	\$15.02
<b>Assistant Shipper</b>		32,049	15.41
<b>Caretaker Maintenance</b>		32,049	15.41
<b>Driver</b>		32,962	15.85
<b>Shipper</b>		33,513	16.11
<b>Carpenter Maintenance</b>		37,084	17.83
<b>Maintenance Technician</b>		37,084	17.83

Lead Hand Technician	39,394	18.94
Shift Premium (Unit C Only)		0.59

**SCHEDULE "A" — January 1, 1992**

<b>C.U.P.E. Local 1582</b>		<b>Annual Salary</b>	<b>Hourly Rate</b>
Unit A			
Code A	Step 1	\$22,305	\$12.26
	2	23,236	12.76
	3	24,167	13.28
	4	25,099	13.79
Code B	Step 1	26,001	14.29
	2	27,078	14.87
	3	28,157	15.47
	4	29,236	16.06
Code C	Step 1	27,575	15.15
	2	28,893	15.87
	3	30,220	16.60
	4	31,541	17.33
<b>Code D</b>	Step 1	29,814	16.38
	2	31,138	17.11
	3	32,458	17.83
	4	33,819	18.58
Code E	Step 1	32,401	17.80
	2	33,816	18.58
	3	35,267	19.38
	4	36,712	20.17
APT 1	Step 1	36,268	19.93
	2	37,838	20.79
	3	39,407	21.66
	4	40,974	22.51
	5	42,537	23.37
APT 2	Step 1	39,604	21.76
	2	41,172	22.63
	3	42,739	23.48
	4	44,306	24.34
	5	45,872	25.21
SUBJ/LANG Specialist			16.15
Part-Time Computer Operator			16.86

Unit B			
L1	Step 1	\$36,268	\$19.93
	2	37,838	20.79
	3	39,407	21.66
	4	40,974	22.51
	5	42,537	23.37
L2	Step 1	39,604	21.76
	2	41,172	22.63
	3	42,739	23.48
	4	44,306	24.34
	5	45,872	25.21
L3	Step 1	43,332	23.81
	2	44,897	24.67
	3	46,462	25.53
	4	48,031	26.40
	5	49,597	27.26
Senior Collection Librarian			
	Step 1	45,478	24.99
	2	47,133	25.90
	3	48,787	26.81
	4	50,440	27.72
	5	52,370	28.77
Unit C			
	Caretaker	\$32,719	\$15.73
	Assistant Shipper	33,571	16.14
	Caretaker Maintenance	33,571	16.14
	Driver	34,528	16.60
	Shipper	35,105	16.88
	Carpenter Maintenance	38,845	18.68
	Maintenance Technician	38,845	18.68
	Lead Hand Technician	41,265	19.84
	Shift Premium (Unit C Only)		0.60

**Dated at Toronto, Ontario, this 30th day of September,  
1991.**

**THE METROPOLITAN TORONTO  
LIBRARY BOARD:**

**Maureen Rudzik  
Chairman**

**Frances Schwenger  
Director and Secretary to the Board**

**J. R. LeForte  
Manager, Personnel & Labour Relations**

**Elizabeth Beeton  
Member, Negotiating Team**

CANADIAN UNION OF PUBLIC EMPLOYEES  
and **its** Local 1582

Robert Byers  
National Representative of C.U.P.E.  
Steven Burdick  
President, Negotiating Committee  
Gizella Hegyi  
Member, Negotiating Committee  
Alma Hyslop  
Member, Negotiating Committee  
Ken Moreton  
Member, Negotiating Committee  
William Parker  
Member, Negotiating Committee  
Frank Phillips  
Member, Negotiating Committee  
Ruth Robertson  
Member, Negotiating Committee  
Brian Wilson  
Member, Negotiating Committee

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## NOTES



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