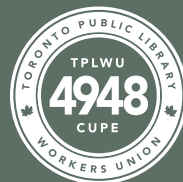


2012 – 2015

COLLECTIVE AGREEMENT

Between the Toronto Public Library Board and the
Toronto Public Library Workers Union Local 4948
Canadian Union of Public Employees



11878 (05)

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THIS AGREEMENT made this 28th day of March 2012

between

THE TORONTO PUBLIC LIBRARY BOARD
hereinafter called “the Board”
Party of the First Part

and

**TORONTO PUBLIC LIBRARY WORKERS UNION,
LOCAL 4948,
CANADIAN UNION OF PUBLIC EMPLOYEES**
hereinafter called “the Union”
Party of the Second Part

PREAMBLE

The Board has responsibility for providing the public with efficient and effective library service. The employees working under the direction of the Board or its representatives are responsible for contributing towards this purpose.

A spirit of co-operation and understanding between the Board and the members of the Union contributes to harmonious relations. The Board and the Union recognize the mutual value of joint discussions and negotiations concerning working conditions, hours of work, scale of salaries, efficiency of operation, elimination of waste, promotion of morale, well-being and economic security of all members of the bargaining unit and maintenance of a safe and healthy environment for all employees.

ARTICLE 1 – PURPOSE OF AGREEMENT**1.01 Purpose of Agreement**

It is desirable that methods of bargaining and matters pertaining to working conditions of the employees are drawn up in a Collective Agreement.

The general purpose of this Agreement is to establish a collective bargaining relationship between the parties and to provide procedures for the prompt and equitable disposition of grievances.

ARTICLE 2 – MANAGEMENT RIGHTS**2.01 Management and direction of the workforce**

The Union recognizes and acknowledges that the management and direction of the workforce is the exclusive right of the Board; and, without restricting the generality of the foregoing, and subject to the right to lodge a grievance in the manner and to the extent provided for in this Agreement, the Union acknowledges that it is the exclusive function of the Board to maintain order, discipline and efficiency, hire, promote, demote, lay off, direct, classify, transfer, discipline, suspend and rehire, and discharge any employee for just cause.

2.02 Operation and management of the business

The Union further acknowledges that it is the exclusive and sole right of the Board to operate and manage the business in all respects in accordance with its commitments and responsibilities. Without restricting the generality of the foregoing, the Union recognizes the right of the Board to determine the location of its places of employment, the number of employees needed by the Board at any time, the hours of operation, the methods, processes and means of performing the various operations and the standards of performance of employees, and to make and alter, from time to time, the rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Board will notify the Union of all new rules.

2.03 Consistent with provisions of agreement

The Board agrees that it will act in a manner consistent with the provisions of this Agreement and will not act in an arbitrary, discriminatory, unreasonable manner.

ARTICLE 3 – RECOGNITION**3.01 Bargaining unit****(a) Sole bargaining agent/exempt positions**

The Board recognizes Toronto Public Library Workers Union Local 4948 as the sole and exclusive bargaining agent for all employees of the Toronto Public Library Board, save and except managers and persons above the rank of manager and those persons set out on the following list as may be amended from time to time:

Management and exempt positions – Toronto Public Library

City Librarian
Administrative Co-ordinator*
City Librarian's Administrative Assistants (2)
City Librarian's Staff

Clarity Note re City Librarian's Staff:

New positions in the City Librarian's Office will be capped at three (3), including that of the Children and Youth Services Advocate. This cap does not include any positions currently excluded which may be transferred to the City Librarian's Office.

It is further understood and agreed that the Union reserves its right to challenge the position of Children and Youth Services Advocate, subject to the review of the final job description when finalized and/or the duties of the job being performed.

Administrative Assistants to Directors (10)

Director, Administration

Senior Manager, Finance

Manager, Accounting

Manager, Budget and Financial Reporting

Manager, Payroll and Benefits

Manager, Purchasing and Administration

Senior Financial Analyst

Human Resources Staff

Senior Manager, Facilities

Manager, Facilities

Facilities Administrator

Services Coordinator*

Supervisor*

Security Guards

Director, Information Technology and Bibliographic Services

Senior Manager, Information Technology

Manager, Applications and System Integration

Manager, Client Services

Manager, Technology Infrastructure

Senior Manager, Bibliographic Services

Manager, Acquisitions

Manager, Cataloguing

Manager, Processing

Director, Public Services

Manager, District

Manager, Operations
 Senior Manager, Central Library
 Manager, Central Library Departments
 Manager, TRL Centre(s)
 Preservation and Digitization Specialist**
 Director, Service Planning and Support
 Manager, Collection Development
 Manager, Planning and Development
 Manager, City-Wide Services
 Manager, Virtual Reference Library
 Director, Marketing and Communications
 Manager, Marketing and Communications

Director, Development

** agree to review job titles and advise to ensure clear differentiation, to be completed within two (2) months of ratification of the Collective Agreement*

*** incumbent to be grandparented.*

(b) **Grants, programs, work/study placements**

The Board agrees that where the Library participates in programs in which persons are hired under government grants, or in work/study placements, or in any other such programs, this participation shall not result in any adverse effect upon any bargaining unit members.

The parties agree that all persons participating in such programs who receive any remuneration from any source excluding honorariums and travel expenses, shall be members of the bargaining unit in accordance with the Ontario Labour Relations Board decision.

3.02 **Work of the bargaining unit**

(a) **Restrictions on non-bargaining unit employees**

Employees whose jobs are not in the bargaining unit shall not perform the duties that are performed by members of the bargaining unit except for the purpose of instruction, experimentation or in emergency and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

(b) Use of volunteers

Nothing in the foregoing shall be deemed to prohibit the Board from using volunteers provided such volunteers do not perform bargaining unit work and shall not displace any bargaining unit employee.

Clarity Note:

The Board agrees not to go beyond the existing practice of the use of volunteers in the Library, for example, such programs as "leading to reading", "adult literacy", "homework club" and the "bookstore" and "Rap N'Read". There will be no new program utilizing volunteers without agreement of the parties.

Memorandum Item:

The parties agree that the Recognition Article 3.01 does not restrict the employer from creating in the future new exempt and manager positions, as per the Ontario Labour Relations Act.

3.03 New exempt positions

Whenever the Board establishes a new exempt position with a new job description, it will provide the Union with fifteen (15) calendar days' written notice and a description of the said position prior to its implementation.

In the event the Union is of the opinion that the new position may come within the bargaining unit, it shall so notify the Board in writing, within five (5) calendar days of the Union's receipt of the notice from the Board. If requested, the Board shall meet with the Union forthwith for the purpose of discussing the matter.

The question as to the position's inclusion in or exclusion from the bargaining unit shall be determined by mutual agreement or, in the absence of an agreement, the Union may file a grievance under Article 12 (Grievance Procedure). Such grievance shall be initiated at Step 2 of the grievance procedure.

ARTICLE 4 – HUMAN RIGHTS AND HARASSMENT**4.01 No discrimination or harassment**

The Board and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employee of the

Board in the matter of wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of race, creed, colour, national origin, political or religious affiliation, sexual orientation, sex, age, marital status, family status, handicap, or any other personal characteristics, or because of such employee being an officer, steward, committee member or member at large of the Union.

4.02 Definition

In this article, the terms “handicap” and “harassment” shall be as defined in the *Ontario Human Rights Code, R.S.O., 1990*.

4.03 Handicap – clarified

The prohibition within Article 4.01 with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

4.04 Sexual harassment – no reprisals

Every employee has a right to be free from sexual harassment and from any reprisals or threat of reprisal for the rejection of such behaviour.

4.05 Sexual harassment as discrimination

Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

4.06 Forum for discussion of employment equity

The parties agree to discuss employment equity at the Labour-Management Committee. The Board agrees to consult the Union prior to making any changes in its employment equity policy. At the discretion of the Union, up to three (3) members of the Union’s Human Rights Committee may attend Labour-Management for that portion of the meeting when employment equity discussions are scheduled to take place.

Note: Refer to booklet entitled Human Rights and Harassment Policy, which forms part of the Collective Agreement. Refer also to Letter of Understanding Number 1 (Human Rights and Harassment Policy).

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Union membership requirement

It shall be a continuous condition of employment with the Board:

- (a) that all present employees who are, or who become, members of the Union shall remain as such members in good standing; and
- (b) that all future employees shall become members of the Union from the respective dates of the commencement of their employment with the Board and thereafter shall remain as such members in good standing, provided that the Library shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

The word “employees” as used in this Article shall mean the employees of the Board who, from time to time, come within TPLWU Local 4948.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Deductions from pay

The Board agrees that it will deduct from the pay of all employees covered by this Agreement an amount equal to the dues, assessments, levies and initiation fees of the Union in accordance with the Union Constitution and/or By-laws. Such deductions shall be made for each pay period. Should the Union change the amount of required dues during the term of this Agreement, it shall notify the Board in writing by registered mail, addressed to the City Librarian four (4) weeks in advance of said changes. In the event there are delays beyond the control of the Board, the Board will contact the Union and the parties will discuss the matter. The Board agrees to remit such monies bi-weekly to the Secretary Treasurer of the Union.

6.02 Deductions forwarded to Union

Such deductions shall be forwarded in one (1) payment to the Secretary Treasurer of the Union not later than ten (10) days following the date dues were deducted. The cheque shall be accompanied by a list of the names of employees and where possible, the job title of employees from whose wages the deductions have been made.

6.03 Liability

The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.

6.04 Income Tax Form T4

When income tax (T4) slips are issued to the employees, the Board shall include the amount of union dues paid in the previous year by each union member.

6.05 Notice of payroll changes

Where the Board is made aware of a proposed change in the payroll system which will affect the payment schedule and documentation to the Union and/or the employee, the Board shall contact the Union and the parties will discuss the matter. It is agreed that any Library-initiated change to the system that would affect the payment schedule and documentation to the Union and/or employees shall not be implemented until four (4) weeks after notice and discussion have taken place. The Board agrees to notify the service provider of its need to know of such change to the system so it may meet its obligation under this provision.

6.06 Information to the Union

The Board shall provide the Union with the following information in an electronic format:

- i. a monthly list of all employees from whose wages union dues have been deducted, and the amounts so deducted;

- ii. an annual list of all employees including work location, job title and status as full-time, part-time, page or temporary employee;
- iii. an annual list of all employee names, addresses and home phone numbers with monthly updates to this list;
- iv. monthly updates of all promotions, demotions, hirings, pregnancy and parental leaves, paid and unpaid general leaves, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment;
- v. monthly updates of all temporary employees occupying positions and the reasons for the temporary position;
- vi. a quarterly vacancy report;
- vii. a quarterly list of all employees on LTD, Modified Work and WSIB;
- viii. a quarterly list of all of the approved leaves of absence for education under Article 25.01 (c) (Leave of absence – General leave);
- ix. an annual list of employees who have received and been denied the tuition reimbursement under Article 34.07(b) (Staff development – employee-Initiated courses – tuition reimbursement);
- x. a quarterly list of individual job share agreements in accordance with Article 34.05 (Job Share) to be provided in electronic format.

ARTICLE 7 – DEFINITION OF EMPLOYEES

7.01 Full-time employees

Full-time employees are those persons who have been hired to fill a permanent full-time position. New employees will serve a probation period as stated in Article 17.02 (a) (Probation).

7.02 Part-time employees and extra hours lists

Part-time employees are those persons who have been hired to fill a permanent part-time position of not normally more than twenty-four (24) hours per week. New employees will serve a probation period as stated in Article 17.02 (b) (Probation).

An extra hours lists will be established semi-annually for location, district, area/region and out of area/region for employees, excluding permanent part-time Pages, who are interested in working extra hours in their current classification. Notwithstanding the above, an employee shall have the right to put her name on the list before the compiling of the next semi-annual list. Employees shall be offered extra hours in order of seniority on a rotating basis.

7.03 Pages

Pages are employees who have been hired to perform page work of not normally more than twenty (20) hours per week. New employees will serve a probation period as stated in Article 17.02 (c) (Probation). Pages who have completed four (4) years of service shall become permanent part-time employees.

Extra hours will be offered to Pages, including part-time Pages in their current classification, in order of seniority on a rotating basis having regard to location and district. For the Research & Reference Libraries, extra hours will be offered having regard to the Department, the Library and the Division.

Memorandum Items:

All pages who currently have part-time benefits shall be grandparented with the benefits. All new pages will receive part-time benefits after completing four (4) years' service.

The parties agree that any concerns about the implementation of Article 7.03 are referred to the Labour-Management Committee for consideration.

7.04 Temporary employees

- (a) A temporary employee is one hired for a period not to exceed six (6) months in any twelve (12)-month period to

replace permanent employees absent from work, for special assignments or for Sunday work as per Article 20.08 (Overtime – Sunday work). A temporary employee will be eligible to be rehired as a temporary employee six (6) months after the completion of her temporary assignment.

- (b) Notwithstanding the foregoing, the Board may utilize temporary employees beyond the twelve (12)-month period referred to in Article 7.04 (a) for the purpose of covering extensions to pregnancy/parental leave. The Board agrees to advise the Union of each extension beyond the twelve (12) months as set out in the clause.
- (c) Where there is funding outside the operating budget for a position that will extend beyond six (6) months, a temporary employee may be hired for the full period of such funding of the position not to exceed twelve (12) months unless agreed to by the parties. Persons hired to such positions may not apply to the extra hours list as set out in Article 7.02 (Part-time employees and extra hours lists) until all permanent employees on the list have been offered the hours. The Union will be notified of such positions and their duration.
- (d) Positions filled by temporary employees will first have been posted in accordance with Article 16.01 (Promotions, vacancies and new Positions – posting procedure). A temporary employee will be paid the hourly rate equivalent to the salary for the position held and will pay union dues. Temporary employees shall not have access to the posting provisions of this Agreement unless there are no applications from permanent employees who meet the minimum qualifications for the position(s) in accordance with Article 16.01 (Promotions, vacancies and new positions – posting procedure).
- (e) A temporary employee who is appointed to a permanent position without a break in service of thirty (30) days or less shall be credited with seniority for all hours worked in the temporary position. For the purpose of granting vacation entitlement and wage increments the start date of the temporary position will be the effective date.
- (f) The Board shall advise the Union of all temporary employees occupying positions and the reasons for the temporary position.

7.05 New employees' orientation**(a) Documents for new employees**

The Board agrees to draw to the attention of all new employees the fact that a union agreement is in effect. In addition the Board will supply each employee with a copy of the current Collective Agreement at the time of registration and a list of union representatives provided by the Union.

(b) Meeting with Union representative

A union representative will be given one (1) hour with each new employee, without loss of pay, to acquaint such employee with the Union and its functions, during the first six (6) weeks of employment. It will be the responsibility of the Human Resources Department to inform the Chief Steward whenever a new employee begins, within the first month of employment. Where it is possible, the union representative will meet with new employees in a group and not individually.

(c) Information to the Union

A list, including the name, work location, status and classification, of all employees registered in new employee orientation sessions will be sent to the President, Local 4948 prior to the sessions.

ARTICLE 8 – CORRESPONDENCE**8.01 Correspondence – addressee and format**

Unless otherwise provided for in this Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager, Human Resources, responsible for Labour Relations and the Corresponding Secretary of the Union. Either party may, by written notice to the other party, delegate another person to receive such correspondence. Wherever possible, correspondence to the Union President and all other Local Officers shall be in both electronic version and print version. Both parties understand and agree that the official copy is the print copy.

ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE**9.01 Labour-Management Committee – membership and proceedings****(a) Membership**

The parties agree to establish a Labour-Management Committee with six (6) representatives of Management including the Director, Human Resources or designate and nine (9) representatives of the Union. Two (2) years following the ratification of this Agreement, the parties will meet to discuss the size of the Labour-Management Committee. The Director of Human Resources or designate and a union representative shall act as Co-Chairs. The Co-Chairs shall act as Chair of the meetings on an alternate basis. Management will provide a secretary for the Committee who is not a member of the Committee. Quorum shall be three (3) members from each of Union and Management.

(b) Meetings

The Committee will discuss matters of mutual concern and interest. The Committee will not discuss negotiations or grievances. The Committee will meet monthly excluding July, August and December. Either party may request additional meetings, the dates of such to be by mutual agreement. Prior to the meeting, the Co-Chairs will confer and agree on the agenda items.

(c) No loss of pay or benefits

Union members of the Committee shall suffer no loss of pay or benefits for time spent in attending meetings of the Labour-Management Committee and for up to one-half (½) day for each Committee member to prepare for the meeting.

(d) Minutes

Draft minutes will be sent for review to the Union one (1) week before each meeting. The minutes shall be subject to the Committee's approval; upon approval the minutes shall be posted for the information of staff. The Union and the Board

agree not to submit or rely upon Labour-Management minutes in any third party proceedings unless mutually agreed upon by the parties.

(e) **Quarterly report on progress of committees**

The Director of Human Resources or designate will report quarterly to Labour-Management Committee on the progress of committees struck under the Collective Agreement.

ARTICLE 10 – UNION REPRESENTATION

10.01 Union representatives

(a) **Notification of names of representatives**

The Union will advise the Board in writing of the names of its Officers, Stewards, Bargaining Committee and representatives on all other joint committees and will thereafter notify the Board of any changes in such list.

(b) **Recognition of representatives**

The Board shall not be required to recognize as representatives of the Union any employee or group of employees who do not have proper authorization from the Union.

10.02 Union committees

The Board acknowledges the right of the Union to appoint or otherwise select union committees and shall recognize the following representation:

(a) **Union Negotiating Committee**

The Board will recognize a Negotiating Committee that shall consist of up to twelve (12) members selected by the Union. Leave of absence without loss of pay or benefits and with accumulation of seniority to a maximum of fifteen (15) days shall be granted to the members of the Union's Negotiating Committee for the purpose of preparing bargaining proposals. Leave of absence without loss of pay or benefits and with

accumulation of seniority shall be granted to the members of the Union's Negotiating Committee for the purpose of negotiating a Collective Agreement. The name of each of the members of the Negotiating Committee shall be provided in writing to the Manager, Human Resources, responsible for Labour Relations.

(b) **Occupational Health and Safety Committee**

Refer to Article 30 (Health and Safety) for union representation regarding Health and Safety.

10.03 **Leave for Union business**

(a) **Paid leave**

The Board agrees to permit a total of thirty (30) days per month without loss of pay and benefits and with accumulation of seniority for the purpose of union business. The allocation of days will be determined by the Union. Such time is non-cumulative from month to month and the allocation of the thirty (30) days per month shall be reported where possible two (2) weeks in advance by the Union President to the Manager, Human Resources, responsible for Labour Relations. Wherever possible, the Union shall establish a regular schedule for such time.

The Union President and the Vice-President and one (1) additional member shall each be granted a full-time leave of absence without loss of pay or benefits and with accumulation of seniority for union business.

(b) **Unpaid leave**

The Board agrees to permit the Union unpaid leave of absence for the purpose of union business. Such leave shall be requested two (2) weeks in advance where possible by the Union President or designate to the Manager, Human Resources, responsible for Labour Relations. Such leave shall not be unreasonably withheld.

(c) **Part-time Union representatives**

Officers or duly-appointed representatives of the Union who work other than full-time hours shall be paid at their regular rate for meetings and/or union business time specified in this Agreement that falls outside of their regularly scheduled work hours to a maximum of seven (7) hours a day and thirty-five (35) hours a week. Efforts will be made to reschedule hours where possible.

10.04 **Conditions of leave**

Representatives who take leave under this Article to attend to union business may do so under the following conditions:

- (a) such business must be between the Union and the Board or persons representing the Board;
- (b) the time shall be devoted to the prompt handling of necessary union business and the parties will co-operate in this respect;
- (c) the representative concerned shall obtain the permission of her supervisor before leaving her work. Such permission shall not be unreasonably withheld;
- (d) the time away from work shall be reported in accordance with the schedules of the workplace in which the representative is employed.

10.05 **Union meetings on Board premises**

The Board agrees to allow the Union to hold its regularly scheduled monthly meetings on Library premises at no cost; and provided such space is available and it is used by the Union at no cost to the Board. Any concerns arising out of the utilization of Board premises may be raised by either party during the life of the Collective Agreement and shall be resolved by the parties.

10.06 **Union-sponsored education functions on Board premises**

The Board shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc. for members of the

Union, to be held on Library premises, with the exception of the Toronto Reference Library and the North York Central Library, at no cost; and provided such space is available and it is used by the Union at no cost to the Board. There shall be no more than two (2) such education functions per month. Any concerns arising out of the utilization of Board premises may be raised by either party during the life of the Collective Agreement and shall be resolved by the parties.

ARTICLE 11 – DISCLOSURE

11.01 Board agendas and minutes

The Union shall be placed on the distribution list for all the regularly scheduled public meetings of the Library Board. The Union shall be provided with copies of all public agendas and supplemental agendas, public attachments, including budget information, and public minutes. Said information shall be made available to the Union at the same time it is made available to the public.

11.02 Union representations to the Board

Local 4948 may appear at any time upon reasonable notice, before a meeting of the Board, for the purpose of making representations in respect to any of the matters included in or arising out of this Agreement.

In any case where Local 4948 intends to appear before the Board, the Union will inform the City Librarian in writing prior to a scheduled Board meeting of its intention to appear and to provide particulars of the matters in issue as well as the names of those union representatives, who are employees of the Employer, who will be appearing before the Board.

It is understood and agreed that when Local 4948 makes representations to the Board, the Union shall be allowed up to six (6) representatives. It is further understood that a maximum of three (3) union representatives who are employees of the Board shall be permitted to attend with no loss of pay or benefits for time so spent.

ARTICLE 12 – GRIEVANCE PROCEDURE**12.01 Definition and content of grievance**

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible in accordance with established procedure. A grievance shall be defined as being any allegation in writing arising from the interpretation, application, administration or alleged violation of the Collective Agreement. The grievance shall include the nature of the dispute, including articles alleged to have been violated and the redress sought.

12.02 Union Grievance Committee

The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to four (4) members, comprised of two (2) permanent members serving for their term of office, plus up to two (2) additional members, which shall investigate and process all grievances.

12.03 Grievance Committee members – leave from scheduled work

Members of the Grievance Committee may leave their work without loss of basic pay or benefits for scheduled hours for the following purposes:

- (a) to investigate grievances, which time shall be devoted to the prompt handling of grievances and the parties will co-operate in this respect. Any concerns arising out of the utilization of investigative time may be raised by either party during the life of the Collective Agreement and shall be resolved by the parties;
- (b) the Committee Members concerned shall obtain the permission of the supervisor concerned before leaving work. Such permission shall not be unreasonably withheld;
- (c) the time away from work shall be reported in accordance with the schedules of the division in which the Committee Member is employed.

12.04 Time limit

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than sixty (60) calendar days before the filing of the grievance.

12.05 Attendance at grievance meetings

The grievor shall have the right to be in attendance at all grievance meetings and at arbitration without loss of basic pay or benefits for scheduled hours and shall be accompanied by a steward or an available union representative in this process.

12.06 Steps

Employee grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The grievor shall verbally discuss the area of dispute with her immediate manager and shall have the assistance of a union representative or steward. The manager will attempt to resolve the area of dispute and give a mutually satisfactory response within five (5) working days. Should the manager's response prove unsatisfactory, the Union may present said grievance in writing to a Human Resources manager or designate, within ten (10) working days of receipt of the verbal response.

The Union shall have the option of initiating grievances under Article 16 (Promotions, Vacancies and New Positions) at Step 2 of the grievance procedure.

Step No. 2

The Union shall present the grievance in writing to the designated manager. The manager and a Human Resources manager or designate will discuss the grievance with the Grievance Committee at a meeting of the parties, at which the grievor shall attend, such meeting to be held within ten (10) working days of the receipt of the grievance. A Human Resources manager or designee shall give a decision in writing within ten (10) working days following the presentation of the grievance. Failing satisfactory settlement, the Union may present the grievance as follows.

Step No. 3

The Union may submit a copy of the grievance together with a copy of the decision rendered under Step No. 2 to the City Librarian within ten (10) working days of receipt of the decision in Step No. 2. The City Librarian or designate and any other appropriate management representatives shall meet with the grievor and the members of the Grievance Committee within twenty (20) days of receiving the grievance, and render their decision within ten (10) working days.

Step No. 4

If the decision of the City Librarian or designate is not acceptable to the Union, the matter may be referred by the Union to a single Arbitrator or a Board of Arbitration as provided for in Article 13 (Arbitration) at any time within ninety (90) calendar days after the decision is given under Step No. 3.

12.07 Group dispute

Where a dispute occurs involving a group of employees or the general application or interpretation of the Collective Agreement, the dispute shall be referred to Step No. 2 of the grievance procedure at the request of the Union.

12.08 Waiving of steps

Any step of the grievance procedure may be waived with the consent of the parties.

ARTICLE 13 – ARBITRATION**13.01 Single Arbitrator**

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all applicable steps of the grievance procedure and which has not been settled, will be referred to a single Arbitrator, at the written request of either party.

13.02 Board of Arbitration

Upon mutual agreement, the Union and the Board may agree to a Board of Arbitration. The Board of Arbitration will be composed of one (1) person appointed by the Board, one (1) person appointed by the Union, and a third person to act as Chairperson chosen by the other two (2) members of the Board of Arbitration.

13.03 Board of Arbitration – naming appointees

Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.

13.04 Board of Arbitration – appointment of Chairperson

Should the person chosen by the Board to act on the Board of Arbitration, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 13.03 above, the Ontario Labour Relations Board will be asked to appoint a person to act as Chairperson.

13.05 Binding decision

The decision of the single Arbitrator or a majority of a Board of Arbitration, constituted in the above manner, shall be binding on both parties.

13.06 Single Arbitrator – power

The single Arbitrator or Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

13.07 Expenses

Each of the parties to this Agreement shall bear the expenses in equal shares of the single Arbitrator and the Chairperson of the Board of Arbitration as determined by Article 13.02. Further,

each of the parties will bear the expense of their respective nominee appointed to the Board.

13.08 Single Arbitrator – selection

The single Arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on a single Arbitrator, by mutual consent, the Ontario Labour Relations Board may be asked to appoint an Arbitrator. The parties shall jointly, in equal shares, bear the expenses of the Arbitrator.

13.09 Use of Mediator

Prior to arbitration, both parties may agree to use the service of a mutually agreeable Mediator to solve the grievance, whose decision shall not be binding.

13.10 Extension of time limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties in writing.

13.11 No loss of pay, benefits or seniority

Time spent during an employee's regular working hours to attend arbitration and/or mediation shall be without loss of pay, benefits or seniority. This clause shall also apply to the grievor and to the union witnesses.

ARTICLE 14 – DISCHARGE AND DISCIPLINE

14.01 Union representation

Where a discussion occurs between an employee and her manager which may result in disciplinary action, the employee is entitled to union representation. At the time formal discipline is imposed, an employee shall have Union representation and the Board shall notify the employee and the Union in advance of the meeting. All such discussions and meetings shall be conducted in private.

If no union representative is available, the employee shall not be disciplined, but may be removed from the workplace until a disciplinary meeting can be held. The employee also may be removed from the workplace while the matter is under investigation. Such removal from the workplace shall not be considered to be disciplinary action. It is understood and agreed that an employee sent home pending a disciplinary meeting or while the matter is under investigation shall be sent home with pay and no loss of benefits, seniority and service.

14.02 **Notice of discharge**

Discharged employees shall be given a notice of discharge in writing, and the reasons for discharge given in the notice shall be those relied on in any arbitration arising from the discharge. A union representative shall be present when suspension or dismissal takes place in the circumstances where it is possible to do so and the employee is actively at work.

14.03 **Time limit for disciplinary report**

Where an employee has not received a disciplinary report for a period of two (2) years, any disciplinary report previously recorded in the employee's file shall be null and void. Any such disciplinary report will be removed from such employee's personnel file at the end of two (2) years after the date of such report.

14.04 **Grievance**

A claim by an employee that the discharge was without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the City Librarian at Step No. 3 of the grievance procedure within ten (10) working days after the employee ceases working for the Board. Such special grievances may be settled by:

- (a) confirming the Board's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or

- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration or single Arbitrator.

14.05 Letters of discharge

The Board shall forward a copy of any letters of discharge to the Union President and the Vice-President.

14.06 Disciplinary documentation

No disciplinary notation, evaluation, performance report, or other adverse notation shall be added to the personnel file until a copy of such document has been provided to the employee.

14.07 Employee access to personnel file

Each employee shall have access to and be able to view her individual personnel file upon request, in the presence of a manager or member of the Human Resources department, at a location that is mutually agreeable. The employee will be provided up to one (1) hour paid time to view her file. Alternatively, the Board may provide a photocopy of the contents of the file to the employee. The Board agrees to provide photocopies of materials from the employee file to the employee upon request.

ARTICLE 15 – MANAGEMENT GRIEVANCES

15.01 Board-initiated grievances

Any grievance instituted by the Board shall be in writing and may be referred to the Union Committee within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union Committee shall meet within ten (10) working days thereafter with the Board or persons representing the Board to consider the grievance. If final settlement of the grievance is not completed within ten (10) working days of such meeting, the grievance may be referred, by the Board, to arbitration as provided in Article 13 (Arbitration).

ARTICLE 16 – PROMOTIONS, VACANCIES AND NEW POSITIONS**16.01 Posting procedure****(a) Posting of vacancy or new position**

When a vacancy occurs or a new position is created within the bargaining unit, the Board shall post for seven (7) working days a notice stating the nature of the position, the educational and experience qualifications required, the salary rate or range, and the cut-off date for application.

(b) Notification regarding insufficient qualification

An employee whose application has been rejected because of insufficient qualification for the position shall be notified in writing at least seven (7) working days prior to the date of the assessment or the date an employee is deemed to be the successful candidate.

Such notification shall specify which qualifications were deemed insufficient within the employee's application in order to permit the employee an opportunity to respond in writing with any additional information. Such response must be received by the Human Resources contact person identified in said notification at least two (2) working days prior to the date of the assessment or the date an employee is deemed to be the successful candidate.

(c) Temporary vacancies in excess of six months

Temporary vacancies in excess of six (6) months will be posted in accordance with this Article and such temporary vacancies should not extend beyond twelve (12) months.

(d) Right to peruse selection documentation

Any employee shall be permitted to peruse her documentation related to a selection file in the Human Resources Department through appointment.

(e) **Posting of permanent vacancies**

It is understood that all permanent vacant positions within the bargaining unit shall be posted within three (3) months of the vacancy occurring. In the event that the Board does not intend to post the vacancy in the location in which it originally arose, the Board may post the position in another location and agrees to advise the Union of said change. In the event that the Board does not intend to fill a permanent vacancy, the Board agrees to advise the Union.

(f) **Temporary appointments – limits and procedures**

Permanent vacancies can be filled at the discretion of the Board for a period not to exceed three (3) months and temporary vacancies for a period not to exceed six (6) months provided the position shall be offered to qualified persons for whom the position would represent an increase in hours or wage, in order of their seniority, first within the work location, second within the district, if applicable, and third within the area/region. A longer period of time may be allowed if agreed by the parties.

(g) **Temporary appointments covering grants and leaves**

Notwithstanding Article 16.01 (c) and (f), temporary vacancies resulting from grant funding or approved leaves of absence will be posted for the period of leave or grant and in other circumstances for a period not to exceed one (1) year unless otherwise agreed to by the parties.

(h) **Assessment of qualifications to be fair**

The assessment of all applicants' qualifications and ability shall be conducted in a manner that will provide a fair evaluation of all applicants who shall be evaluated against the same set of standards.

(i) **Qualifications to be necessary**

Such qualifications and assessments shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.02 Senior qualified process**(a) Seniority and qualifications**

Both parties recognize that job opportunities should increase in proportion to length of service.

- (i) The applicant with the most bargaining unit-wide seniority who possesses the required qualifications and ability shall be selected for the position. The Board shall assess applicants in order of seniority, until enough candidates have been identified to fill the posted position(s). Assessment will be for the purpose of determining qualifications and ability to perform the duties of the position.
- (ii) It is understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of insufficient qualifications if she holds or has performed the duties of the same job classification as the one applied for, for four (4) continuous months in the previous two (2) years, and possesses the required licences and certifications or could acquire same within a thirty (30)-working day qualifying period.
- (iii) Employees who have completed an accredited license/certificate/degree, including the Master of Library and Information Studies degree (accredited librarian degree), but who have not yet graduated will be deemed to have the license/certificate/degree if they submit written confirmation of completion of program requirements from the educational institution. The confirmation documentation shall state the date of graduation, and the employee will provide the licence/certificate/degree within two (2) months following the graduation date.

(b) Jobs to be filled on senior qualified basis

The following positions shall be selected and filled on a senior qualified basis:

- Acquisitions Support Assistant
- Administrative Support Assistant

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- After Hours Attendant
 - Audio Visual Technician
 - Bibliographic Assistant
 - Binding and Collections Maintenance Assistant
 - Caretaker
 - Carpenter
 - Cataloguer
 - Clerk-Caretaker
 - Collections Management Analyst
 - Collections Support Assistant
 - Collector
 - Conservator
 - Desk Top Designer
 - Digital Collections Technician
 - Digital Design Technician
 - Driver/Public Service Assistant [Mobile Library Services]
 - Electrician
 - Exhibits Designer
 - General Librarian
 - Graphic Designer
 - Interlibrary Loan Assistant
 - Librarian
 - Library Assistant [Public Services]
 - Library Assistant [Mobile Library Services]
 - Maintenance Mechanic
 - Mechanic/Plumber
 - Page
 - Painter
 - Payroll and Accounting Clerk
 - Photographer
 - Public Service Assistant
 - Public Service Assistant – Leading to Reading & Homework Clubs
 - Public Service Assistant – Summer Leading to Reading Program
 - Senior Branch Assistant [Kids@Computers]
 - Senior Library Assistant – Cataloguing
 - Shipper
 - Shipping and Receiving Clerk
 - Stock Clerk
 - Switchboard Clerk & Receptionist
 - System and Network Operator
 - Theatre Liaison Officer

- Truck Driver
- Web Librarian
- Web Technician

16.03 Relatively equal process

(a) Seniority to govern

In selecting an applicant to fill the vacancy, the Board shall consider the applicant's overall qualifications, training, experience and ability and, where these factors are relatively equal, seniority shall govern. Applicants meeting the minimum posted qualifications and available for interview will be interviewed.

(b) Lateral transfer

Excluding Article 16.02 (Senior qualified process), an employee's application for a posting will be accepted for lateral transfer where the applicant's current position is the same in:

- classification level; and
- job description to the position for which application has been made and said employee is the most senior applicant.

(c) Procedure for lateral transfer

1. When a job posting has been closed, Human Resources will review the file of applicants to determine:
 - (a) eligibility for lateral transfer as defined above, and
 - (b) which applicant has the greatest seniority.
2. Where there is an eligible applicant for lateral transfer who also has the most seniority of all applicants, that applicant will be selected according to Article 16.03 (Relatively equal process).

16.04 Accepting job offers

An employee who receives a job offer under Articles 16.02 (Senior qualified process) or 16.03 (Relatively equal process) shall have three (3) business days (weekends excluded) to accept the job offer.

16.05 Vacancy occurring within thirty (30) days

Where a vacancy occurs within thirty (30) days of the initial appointment, the vacated position will be offered to the next eligible candidate.

16.06 New position or reclassification**(a) Job content, qualifications and pay**

The rate of pay for any new or changed position will be negotiated with the Union. Should the parties not agree, the matter may be taken up as a policy grievance and processed through the grievance and arbitration procedures.

With regard to encouraging meaningful input from the Union, the Board will provide information to the Union on the development of new or changed job description(s) in order to have discussion and consultation between the parties regarding job content and qualifications.

In the event that there is a dispute, the matter may be taken up as a policy grievance and shall be processed through the dispute resolution mechanism set out herein:

- (i) Either party shall have the right to refer any unresolved issue to the Director of Human Resources and to the President, TPLWU 4948 or their respective designates, for immediate discussion and speedy resolution.
- (ii) In the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration. It is understood that the Board may post and fill the position(s) being disputed, pending a final decision as a result of the dispute resolution process below.
- (iii) If either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following Arbitrators who is available to hear the matter within ten (10) days of its referral:

- Gerry Lee
- Janice Johnson
- D. Starkman
- Loretta Mikus
- Felicity Briggs
- Marilyn Silverman.

(iv) The Arbitrator's decision shall be rendered, with or without reasons, on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the Arbitrator of the need for an immediate decision.

(b) **Designation – senior qualified process or relatively equal process**

The Board shall designate any new or revised job as falling within either the senior qualified process or relatively equal process as outlined above, subject to the right of the Union to grieve the inclusion of a job in relatively equal process that does not require the incumbent to either:

- have as a primary function the supervision of other employees in her work including the allocation of time or resources or the prioritizing of tasks;
- have as a primary function service or collection development, planning or evaluation;
- have as a primary function contact with the public in resolving complaints and/or concerns;
- have as a primary function contact with contractors and other third parties.

16.07

External advertising

The Board may advertise externally and shall not be prevented from hiring persons from outside the bargaining unit when no qualified employee applies. Where the Board advertises externally, a copy of the external advertisement will be attached to the internal job posting.

16.08 Appraisal and return to former position**(a) Trial period**

An employee who is appointed, promoted, assigned or transferred to a vacancy shall be subject to an appraisal at the expiration of sixty (60) days worked or six (6) months or whichever is less to determine if she is meeting the requirements of the job.

(b) Employer-initiated return to former position

Where a discussion occurs between an employee and her manager that may result in her return to her former position, the employee is entitled to union representation. At the time a formal decision is made to return the employee to her former position, the employee shall have union representation and the Board shall notify the employee and the Union in advance of the meeting.

In the event the employee proves unsatisfactory in the position during the appraisal period, the employee shall be returned to her former position and wage or salary rate, without loss of seniority or such other position as the employee and the Board mutually agree.

(c) Employee-initiated return to former position

An employee who is appointed, promoted, assigned or transferred to a vacancy shall be advised in writing of this provision:

If, during the first thirty (30) days worked, an employee who, although satisfactory in the new position, reports to the manager or appropriate supervisor not in the bargaining unit that she is dissatisfied with the position, the employee may return to the position previously held without loss of seniority and incur no loss in wages or salary, providing such move does not create the termination of employment for another permanent employee. Such return shall be dealt with promptly.

16.09

Board-initiated transfer within classification

- (i) When an employee is transferred by the Board from one position to another at the same classification, the employee will receive a wage rate or salary not less than that which was received before the transfer, and wherever possible the Board will give one (1) month's notice of such transfer.
- (ii) Employees will not be made to transfer from one work location to another in a discriminatory or bad faith manner.
- (iii) No individual employee shall be required to transfer to another location that is more than eighteen (18) km from their work location on the date of the signing of this Agreement, unless the employee agrees to do so. This does not apply to situations where the work has been relocated or the available alternate work locations are greater than eighteen (18) km from the current work location.
- (iv) The Board further agrees that no employee shall be transferred as set out above more than once every two years, unless the employee agrees to do so, or in the case of emergency. The Board agrees to advise the Union of all transfers.
- (v) Employees will not be transferred into vacancies.
- (vi) In the event of an extended branch closure due to renovations requiring the temporary transfer of employees, the employer agrees to provide the plan for reassignment of staff to the Union. Employees will be offered alternate employment in order of seniority and the Employer will endeavour to reassign within the employee's classification and area. Employees may be offered alternate locations and assignments by mutual agreement

16.10

Voluntary transfer to lower classification

An employee who requests a transfer to a lower classification level will be paid the applicable wage or salary while in the position.

An employee who requests a temporary transfer to a lower level classification shall be paid the highest applicable job rate for the position while so employed, provided such rate does not exceed the employee's current rate.

16.11 Temporary transfer

Any employee who, for the convenience of the Board, is temporarily transferred to another job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid while so employed as follows:

- (a) if the rate of pay for the job to which the employee transferred is less than the employee's regular pay, the employee shall receive her own higher rate of pay;
- (b) if the rate of pay for the job to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive the minimum rate of the position being filled or at one increment in her category higher than her present rate, whichever is lesser for that period of time so employed.

16.12 Voluntary location exchange

The parties agree to establish a voluntary location exchange list for employees who submit a notice of interest in relocating voluntarily to a position at the same classification in another location. The list shall contain the position, classification, current and desired location. A list of employees seeking voluntary location exchange shall be posted on the staff Intranet for a minimum of two (2) weeks. If at the end of the two (2)-week period there is a match, a voluntary location exchange may take place in accordance with the procedures identified below. An employee's notice of interest will remain posted until a match is found or the notice is rescinded.

The ability to voluntarily exchange locations shall be based on the availability of a location and seniority. Requests for voluntary location exchange are subject to operational and service requirements.

It is understood and agreed that vacancies shall not be considered for a voluntary location exchange under this procedure.

Employees shall have the right to voluntarily exchange in accordance with this process one (1) time in every two (2) years or more frequently if it can be accommodated.

ARTICLE 17 – SENIORITY

17.01 Calculation of seniority

- (a) Seniority for full-time employees, as referred to in this Agreement, shall mean length of continuous service in the bargaining unit and shall be on a bargaining unit-wide basis.
- (b) Seniority for part-time employees, as referred to in this Agreement, shall be established by the number of hours worked and shall be on a bargaining unit-wide basis. For the purpose of this clause, part-time employees shall mean all employees who normally work less than full-time hours. Sunday hours and overtime hours will be included for the purposes of seniority for part-time employees as straight time hours worked.
- (c) Full- and part-time employees' seniority will be integrated. The formula for integration of seniority is one (1) year equals 1820 hours. In no case shall an employee accrue in excess of 1820 hours of seniority in a calendar year.

17.02 Probation

- (a) A full-time employee will be considered on probation for the first seventy (70) working days' service and will have no seniority rights during that period. Seniority shall date back to the date on which employment began.
- (b) A part-time employee shall be considered on probation during her first 400 hours or first six (6) months, whichever comes first, and will have no seniority rights during that period. After 400 hours, seniority shall commence with 400 hours to her credit.

- (c) Pages will be on probation for six (6) months and, following successful completion of probation, shall have seniority backdated to the date of hire.

17.03 Posting of lists

Integrated seniority lists will be revised monthly. The Board shall post the seniority list on the Intranet monthly, with an electronic copy provided to the Union.

17.04 Retention and accumulation

Seniority for employees shall be retained and accumulated under the following circumstances:

- (a) in the event of a layoff which does not exceed twenty-four (24) months;
- (b) in the event of an absence due to substantiated illness or injury which prevents an employee from attending work for a maximum period of two (2) years;
- (c) service within any of Her Majesty's Canadian Armed Forces during a proclaimed state of national emergency, provided that the right to such seniority is asserted within ninety (90) days of discharge;
- (d) an employee absent from work on an approved leave of absence shall retain and accumulate seniority;
- (e) for part-time employees, it is agreed that seniority for the purposes of this clause shall be calculated on the basis of the number of hours worked by the employee in the previous twelve (12) months or such shorter time period as may be necessary should the employee have less than twelve (12) months' service.

17.05 Termination

Seniority shall terminate and an employee shall cease to be employed by the Board when that employee:

- (a) voluntarily terminates employment with the Board;

- (b) is discharged and is not reinstated through the grievance procedure;
- (c) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Board is given;
- (d) is absent from work without notice to the Board in excess of five (5) days unless a reason acceptable to the Board is given;
- (e) is not recalled to work in accordance with Article 18.01 within twenty-four (24) months of the date of her layoff from work.

17.06**Promotion to exempt position**

In the event that an employee covered by this Agreement ceases to be a member of the bargaining unit through promotion to an exempt position beyond the scope of the Agreement, then the employee shall continue to pay dues and accumulate seniority for a period not to exceed one year unless mutually agreed to. In accepting any such position it is understood that such employee will not be placed in an exempt position in her permanent location with the exception of Research and Reference and Support departments. Such promotion shall not happen more than two (2) times. If such an employee returns to the bargaining unit, she shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such managerial or exempt capacity.

17.07**Rescinding of resignation**

An employee who resigns shall have the right to rescind her resignation provided that she notifies her immediate manager in writing, with a copy to the department head concerned within five (5) working days of the date on which she tendered her resignation.

Upon receipt of such written notification by the employee's manager, the employee shall be reinstated to her former position upon the commencement of her next scheduled shift.

It is understood that such time off shall be without pay, but with seniority and benefits.

It is understood that an employee may exercise her right under this Article one time only.

ARTICLE 18 – LAYOFF, RECALL AND REDEPLOYMENT

18.01 Layoff and recall – order, procedure and restrictions

- (a) When a staff reduction becomes necessary, the employee with the least seniority shall be the first to be laid off. An employee who is displaced or whose position is eliminated under this Article shall have rights to redeployment in accordance with Article 18.02 (e) (Redeployment).
- (b) As work becomes available, employees will be recalled according to seniority and their ability to perform the work, provided the employee has been laid off for a period not in excess of twenty-four (24) months.
- (c) It is the responsibility of an employee on layoff to provide her current address to the Human Resources Department. An employee who is notified of recall by registered mail shall have five (5) days from the date of the notification, excluding Saturday and Sunday, to inform the Board of her intention to return to work. The Board shall advise the employee of the date of her return to work, and in all instances the employee shall return to work within fifteen (15) days of the notice of recall. Employees shall not have the right of refusal on recall to a permanent position at the same rate of pay and the same hours of work or greater to a maximum of three (3) hours from which they were laid off.
- (d) Benefits for an employee on layoff shall terminate the end of the month following the month in which the layoff occurred.
- (e) No new employee will be hired until employees on layoff have had an opportunity of recall. Where qualifications, certification or specialized expertise are required to fill the position, the provisions of Article 18.02 (f) shall apply.

- (f) The parties agree, notwithstanding anything contained in the Collective Agreement, that the following shall constitute the order in which staff is to be laid off should layoffs be necessary:
 - (i) temporary employees;
 - (ii) pages;
 - (iii) full-time and part-time employees.

- (g) (i) There shall be no layoffs of full-time and part-time staff with eleven (11) years' seniority or more.
- (ii) Any reduction of days or hours of work shall be deemed a layoff.

18.02 **Redeployment**

(a) **Notice**

In the event of a proposed significant reorganization at the Library which may result in the elimination of one or more bargaining unit positions, the Board shall:

- (i) provide the Union with no less than three (3) months' written notice;
- (ii) provide to all affected employees no less than two (2) months' written notice of organizational change.

No further notice to the Union would be necessary until all affected members have been redeployed under the initial notice given to the Union.

(b) **Redeployment Committee – composition**

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in (a) and will meet thereafter as frequently as is necessary. The Redeployment Committee shall be comprised of equal numbers of representatives of the Board and the Union. The number of representatives will not exceed three (3) for each party.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such

meetings shall be deemed to be work time for which the representative(s) shall be paid by the Board at her current rate.

Each party shall appoint a Co-Chair for the Redeployment Committee. Co-Chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(c) **Redeployment Committee – mandate**

The mandate of the Redeployment Committee is to:

- (i) review the proposed plan and make recommendations, as appropriate. If consensus is not achieved, the Union may present in writing suggested changes to the City Librarian;
- (ii) review vacant positions in the bargaining unit or positions which are currently filled but which will become vacant within a twelve (12)-month period;
- (iii) identify the retraining needs of workers and recommend appropriate training;
- (iv) subject to Article 18.02 (f), the Library will offer vacant positions to employees who are, or otherwise would be, displaced, in order of seniority, if, with the benefit of up to three (3) months' retraining, an employee would be able to meet the normal requirements of the job, with extensions on a case-by-case basis as determined by the Redeployment Committee;
- (v) the Redeployment Committee will meet twice a year to discuss ongoing issues and concerns.

(d) **Disclosure**

The Board shall provide to the Redeployment Committee all pertinent staffing and financial information. The Board shall provide annually to the Union an organizational chart for each division and shall provide monthly the staff complement for each division.

(e) **Redeployment process**

An employee who is displaced or whose position is eliminated pursuant to 18.02 (a) will be placed in an alternative position if the employee is able to perform the work.

The affected employee may elect either:

- (i) to fill a vacant position at a comparable classification; or
- (ii) to displace the employee who has the least bargaining unit seniority in a position at the same classification in the location selected by the affected employee.

Where such a vacancy or position is not available, in accordance with Article 18.02 (e) (i) and (ii) and/or the vacancy or position would require a full-time employee redeployed to a part-time position, the affected employee may then elect either:

- (iii) to fill a vacant position at a lower classification; or
- (iv) to displace the employee with the least bargaining unit seniority in a position at a lower classification in the location selected by the affected employee; or
- (v) to be laid off and placed on the recall list for a period not in excess of twenty-four (24) months; or
- (vi) to have her employment terminated and to be paid in accordance with the formula in the *Employment Standards Act, 2000*, as amended; or
- (vii) to accept early retirement, if eligible.

For the purpose of the operation of the above, employees who are redeployed shall receive no less than their current rate of pay for a period not to exceed twenty-four (24) months from the date the employee was redeployed (“Wage Protection Period”). Following the expiry of the twenty-four (24)-month period, such employee will then receive the rate applicable to her new position. Full-time employees redeployed to part-time positions will continue to receive benefits for a period of six (6) months from the date the employee was redeployed.

Notwithstanding the above, where a vacancy in a lower classification exists within the employee’s region for which the employee is qualified, the person may elect to take that vacancy at the rate of pay of that position.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Redeployment Committee of her intention to do so and the position claimed within three (3) working days after receiving notice of specific redeployment options.

An employee shall have the right to return to a position within the classification held prior to the displacement should it become vacant within twelve (12) months. In the event that there is more than one (1) person wishing to return to a position within the classification, seniority shall govern. In the event the employee elects not to return to a vacancy at the former classification, the employee will move to the maximum step of the salary range of the lower classification.

The posting procedure in the Collective Agreement shall not apply until the redeployment process has been completed, except where a position becomes available for which none of the displaced employees, with the benefit of retraining as per Article 18.02 (c) (Redeployment Committee – mandate) and (f) (Retraining), are able to perform the work. That position may be posted in accordance with Article 16.01 (Promotions, vacancies and new positions – posting procedure).

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Board shall not act in a manner inconsistent with the terms of this Agreement.

An employee redeployed under this article who retires from the position to which she was redeployed within the twelve (12)-month period (the “Additional Wage Protection Period”) immediately following the Wage Protection Period, shall be paid, upon her retirement from the Board, a lump sum amount less all applicable deductions equal to the difference between the rate she was receiving prior to her redeployment and the rate applicable to her new position for all hours worked during the Additional Wage Protection Period. All regular hours paid during this period shall be pensionable earnings, and for part-time employees this is all hours worked, excluding Sundays and overtime.

(f) **Retraining**

Consistent with the Committee's mandate established in 18.02 (c) (Redeployment Committee – mandate) above, the parties recognize the desirability of providing training to incumbent employees who would require such training to be redeployed. Consequently the parties agree:

- (i) where employees are unable to perform the work required to displace less senior employees or fill a vacant position and could become qualified for the position within three (3) months, the employees will exercise their options and retraining will be provided. Extensions on a case-by-case basis, as determined by the Redeployment Committee, may be granted;
- (ii) employees whose positions have been altered or reclassified and who require retraining to continue in the position shall be entitled to such retraining of up to three (3) months. Extensions on a case-by-case basis, as determined by the Redeployment Committee may be granted;
- (iii) to the extent that it is practical to do so, training will be provided during the employee's regular working hours;
- (iv) the costs associated with retraining shall be borne by the Board;
- (v) the Board and the Union will co-operate so that employees who wish to be retrained can have their work schedules adjusted where necessary, in order to enable them to participate in training;
- (vi) where the Board requires skills and is unable to provide in-house training so that employees may achieve the said skills, the Board shall pay the associated costs of the external training which may be required.

18.03

Resolution of disputes

In the event that there is a dispute under Article 18.02 (Redeployment), the matter may be taken up as a policy grievance and shall be processed through the dispute resolution mechanism set out herein:

- (i) Either party shall have the right to refer any unresolved issue to the Director of Human Resources and to the

President of Local 4948, or their respective designates, for immediate discussion and speedy resolution.

- (ii) In the event that the issue is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration. It is understood that the Board may post and fill the position(s) being disputed, pending a final decision as a result of the dispute resolution process below.
- (iii) If either party refers the issues in dispute to an expedited arbitration process, the dispute shall be heard by any of the following Arbitrators who is available to hear the matter within ten (10) days of its referral:
 - Gerry Lee
 - Janice Johnson
 - D. Starkman
 - Loretta Mikus
 - Felicity Briggs
 - Marilyn Silverman.
- (iv) The Arbitrator's decision shall be rendered with or without reason, on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the Arbitrator of the need for an immediate decision.

ARTICLE 19 – HOURS OF WORK

19.01 Normal work week and day – full-time employees

The normal work week for all full-time employees shall be from Monday to Saturday, inclusive, and shall be five (5) days and thirty-five (35) hours per week. The normal work day for all full-time employees shall be not more than seven (7) consecutive hours broken by a one (1)-hour unpaid meal period and one (1) fifteen (15)-minute rest period each half shift. The normal work week for full-time employees shall include not more than two (2) evenings after 6:00 p.m. and alternate Saturdays, unless otherwise requested by the employee. Where the employee's regular schedule is to be changed, the employee shall receive not less than two (2) weeks' notice, except in emergencies beyond the control of the Board.

19.02 Normal work week and day – part-time employees

The normal work week for all part-time employees shall be from Monday to Saturday, inclusive, and not normally more than twenty-four (24) hours per week. The normal work day for all part-time employees excluding those in the page classification shall be not less than three and one-half (3½) hours per day, unless otherwise requested by the employee and not more than seven (7) hours per day. Part-time employees shall not be required to work more than two (2) evenings after 6:00 p.m. per week unless otherwise requested by the employee and may be required to work Saturdays. Where an employee's regular schedule is to be changed, the employee shall receive not less than two (2) weeks' notice, except in emergencies beyond the control of the Board.

19.03 Normal work week – pages

The normal work week for all page employees shall be from Monday to Saturday, inclusive, and not normally more than twenty (20) hours per week. The normal work day for all page employees shall be not less than one and one-half (1½) hours and not more than seven (7) hours per day.

19.04 Rest periods for part-time employees and pages

Part-time and page employees shall be permitted a rest period of fifteen (15) minutes for each half shift, and a one (1)-hour unpaid meal period for each seven (7)-hour shift.

19.05 Absence – notification to supervisor

If for any reason an employee must be absent from duty, the employee's immediate supervisor or designated telephone number must be notified thirty (30) minutes prior to the beginning of a morning shift or by 9:30 a.m. for the start of a mid-day shift, where reasonably possible.

19.06 Individual work schedules**(a) Full- and part-time employees**

Seniority shall determine shift preference and scheduled days off, subject only to the ability to do the job required. Regular schedules of employees shall be posted in an appropriate place at least two (2) weeks in advance.

Shift selection

The parties recognize that the application of the hours of work provisions vary from location to location based on operational and service requirements:

- Available shifts shall be posted by the Board in each location in advance of shift selection;
- Full-time and part-time employees shall select their shifts in order of seniority, based upon an integrated seniority list according to Article 17.01 (c) (Seniority – calculation of seniority);
- Part-time employees shall select their shifts in three and one-half (3½)-hour blocks;
- Where operational and service requirements permit, employees shall be offered in order of seniority the option of working fewer nights and Saturdays;
- Where operational and service requirements permit, employees may have the option of one-half (½)-hour lunches.

(b) Pages

Page schedules are established by the Board at the time of the employee's hire. Pages may request a change of schedule and any such request shall not be unreasonably denied. It is understood that all disputes arising from changes to the pages' schedules shall be resolved by seniority.

19.07 Overtime – definition

It is understood that for those employees working a normal work week any hours beyond seven (7) hours in a day, or thirty-five (35) hours in a week, shall be deemed overtime and shall be paid in accordance with Article 20 (Overtime).

19.08 **Sunday hours** – see Article 20.08 (Overtime – Sunday work)

19.09 **Schedule of hours**

Employees will be scheduled as per Articles 19.01 to 19.08 within the hours of operation as defined below in accordance with operational and service requirements. Within these bands of hours in public service locations, scheduling may occur thirty (30) minutes after the closing of the Research & Reference and the District Libraries for the purpose of closing the branch. These bands encompass the branch closing times which range from 7:00 p.m. to 8:30 p.m.

The schedule of hours referred to herein shall form part of Article 19.01 and shall have full force and effect.

Public Service

Research & Reference, District Libraries

- Monday to Friday, 8:30 a.m. to 9:00 p.m.;
- Saturday, 8:30 a.m. to 5:30 p.m.;
- Sunday, 1:00 p.m. to 5:30 p.m.;
- Two (2) consecutive days off weekly, one (1) of which will be a Sunday;
- Monday closure – two (2) consecutive days off weekly, one (1) of which will be a Sunday;
- Two (2) consecutive days off bi-weekly; two (2) single days off in the alternate week.

Neighbourhood Libraries

Monday to Saturday – 6-day service

- Monday to Friday, 8:30 a.m. to 8:30 p.m.;
- Saturday, 8:30 a.m. to 5:00 p.m.;
- Two (2) consecutive days off weekly, one (1) of which will be a Sunday;
- Two (2) consecutive days off bi-weekly; two (2) single days off in the alternate week.

Monday to Saturday – 5-day service

- Monday to Friday, 8:30 a.m. to 8:30 p.m.;
- Saturday, 8:30 a.m. to 5:00 p.m.;
- Monday closure – two (2) consecutive days off weekly, one (1) of which will be a Sunday;
- Alternate weekday closure – two (2) consecutive days off bi-weekly; two (2) single days off in the alternate week;
- In the event there is Sunday service at Neighbourhood Libraries, the band of hours would be 1:00 p.m. to 5:00 p.m.

Employees will not normally be scheduled to work in a public service location on a day when it is regularly closed.

Service Planning and Support

Support Departments (Collection Development; Policy, Planning, and E-Service Delivery)

- Monday to Friday, 8:00 a.m. to 6:00 p.m.;
- E-Service Delivery – Monday to Friday, 8:00 a.m. to 8:30 p.m.; Saturday, 8:00 a.m. to 5:00 p.m. ;

Direct Service Departments

- Monday to Friday, 8:30 a.m. to 5:30 p.m. except bookmobile until 8:30 p.m.;
- Saturday, 8:30 a.m. to 5:00 p.m.;
- Sunday, 1:00 p.m. to 5:00 p.m.;
- Two (2) consecutive days off weekly;
- Monday closure – two (2) consecutive days off weekly, one (1) of which will be a Sunday;
- Alternate weekday closure – two (2) consecutive days off bi-weekly; two (2) single days off in the alternate week.

Support Departments

Administration and Finance*

- Monday to Thursday, 8:00 a.m. to 6:00 p.m.;
- Monday to Thursday, 8:00 a.m. to 8:30 p.m. (Payroll Department);
- Friday, 8:00 a.m. to 5:00 p.m.

* *excludes Theatre Liaison Officers, After Hours Attendants and employees in The Bram and Bluma Appel Salon.*

Communications, Programming and Customer Engagement

- Monday to Friday, 8:00 a.m. to 8:30 p.m.

Bibliographic Services

- Monday to Friday, 8:00 a.m. to 5:30 p.m.

Facilities

- Monday to Friday, 6:30 a.m. to 5:30 p.m.;
- 6:30 a.m. to 9:00 p.m. (TRL, Central only);
- Saturday, 6:30 a.m. to 5:30 p.m. (Shipping/Receiving, TRL, Central, Interbranch Delivery only);
- Sunday, 1:00 p.m. to 5:30 p.m.;
- Two (2) consecutive days off weekly, one (1) of which will be a Sunday;
- Two (2) consecutive days off bi-weekly; two (2) single days off in the alternate week.

Information Technology

- Monday to Friday, 7:00 a.m. to 9:30 p.m.;
- Saturday, 8:00 a.m. to 5:30 p.m.;
- Sunday, 12:30 p.m. to 5:30 p.m.

Employees in the Information Technology Department may from time to time be required to work beyond regular hours of service to midnight. The Board will ensure that appropriate safety measures, such as security and taxi rides, are in place

for these employees. These employees will be eligible for overtime for all hours worked beyond the normal hours of work.

Memorandum:

The parties agree to meet to discuss the implementation of the above amendments to the bands for E-Services and Communications, Programming and Customer Engagement with a view to minimizing the impact of the above amendments on individuals within the respective departments.

19.10 4-Day Work Week – Facilities (Maintenance)

Employees in Facilities (Maintenance), except for Interbranch Delivery Drivers/Messengers and Shipping and Receiving, will have the option of working a Four (4)-Day Work Week consisting of three (3) nine (9)-hour days and one (1) eight (8)-hour day. An employee shall have the option of one-half (½)-hour lunches.

19.11 Variable work hours

(a) To whom offered/exceptions

Notwithstanding any provisions of this Agreement, variable hours will be offered to full-time employees in all locations except Sunnybrook, City Hall, Adult Literacy, or where job knowledge or expertise exists in a limited number of positions and must be regularly available for hours of operation.

(b) 9-Day Fortnight – definition and guidelines

(i) Definitions

The “9-Day Fortnight” – nine (9) working days, totaling seventy (70) hours, instead of ten (10) seven (7)-hour days over two (2) weeks.

The “8/9-Day Fortnight” – eight (8) or nine (9) working days, instead of ten (10) seven (7)-hour days over two (2) weeks.

(ii) Parameters

Five (5) or six (6)-day (35 hours or more) branches, Policy, Planning and E-Service Delivery, and Support Departments (Administration; Collections Management and City-wide Services; Communications; Programming and Customer Engagement; and Finance) (63/7)

- 9 days scheduled at 7 hours;
- 63/7 = 63 fixed schedule/7 flexible hours;
- 7 hours to be added to schedule by employee*;
- standard 2-week repeating schedule for 12 months;
- maximum work day of 10.5 hours.

Bibliographic Services: 8/9-Day Fortnight (42/28)

- 6 days scheduled at 7 hours;
- 42/28 = 42 fixed schedule/28 flexible hours;
- 28 hours to be added to schedule by employee*;
- standard 2-week repeating schedule for 12 months;
- maximum work day of 10.5 hours.

**where hours chosen conflict with operational and service requirements, seniority applies*

(iii) Guidelines for implementation of variable schedules

- Participation of individuals is voluntary.
- Essential service points must be covered at all times.
- The branch/department must have adequate staffing during public and business hours. During peak periods, all essential service points must be covered.
- Schedules must be arranged and posted at least two (2) weeks in advance.
- Staff will be required to commit to participation in a 9-Day Fortnight for at least a period of twelve (12) months with a standard repeating two (2)-week schedule. Staff may opt out of the 9-Day Fortnight and 8/9-Day Fortnight with four (4) weeks' advance notice.
- Coffee breaks must be part of work schedule and cannot be accumulated to reduce working time.
- An employee shall have the option of working one-half (½)-hour lunches and crediting one-half (½) hour to her flexible hours.

- Attendance recording must be reported in hours and half hours.
- Overtime shall be paid for all hours worked beyond the employee's scheduled hours and for all hours beyond seventy (70) hours in a two (2)-week pay period.
- Designated holidays shall be credited at seven (7) hours and an employee's schedule may be adjusted accordingly over the two (2)-week period.
- Within staffing level requirements all choice of scheduled days, flex days and additional flex hours shall be by seniority within the work location or department.
- The work of the system and the department must not be adversely affected.
- Operational requirements may preclude the implementation of a 9-Day Fortnight in some locations (these exceptions shall be restricted to the locations listed in Article 19.11).

(c) **Toronto Reference Library guidelines for flextime**

Note:

The parties agree to grandparent employees at TRL currently enrolled in 19.11 (c) "Toronto Reference Library guidelines for flextime".

This provision would be implemented for the shift selection for 2013.

1. Locations

Full-time employees from TRL (including Urban Affairs) are eligible.

2. Accounting period

A two (2)-week, seventy (70)-hour accounting period will be used for the flexible working hours system.

3. Working hours and recording time

Except for approved absences, employees shall work no fewer than four (4) hours in a day and shall work no more than nine (9) hours.

Employees shall work no fewer than twenty-eight (28) hours and no more than forty (40) hours in any given week.

The recording of hours worked each day will be the responsibility of each employee. This is to be done with the use of Flextime accumulating equipment. The times to be recorded are those when an employee starts work, goes on a meal period, returns from that meal period, finishes the work day and when the employee leaves work for personal and business appointments.

Essential time may be traded provided no overtime is paid.

4. Essential time

Essential time is that time in a day when an employee is required to be present at work. Examples of duties performed during essential time are desk duty, back-up, phone coverage, meetings, project deadlines, training and other departmental needs. Under normal circumstances, essential time may be a minimum of four (4) hours and a maximum of seven (7) hours a day, with up to fifty to fifty-eight (50-58) hours' essential time scheduled in the accounting period. Where departmental schedules permit, an employee may request days in which no essential time is scheduled. Both daily essential time and essential time for the accounting period may be increased when based on management's evaluation of department needs, on vacations, absences, training and emergencies.

5. Duration of non-essential work period

A non-essential work period shall be no less than one and one-half (1½) hours.

6. Scheduling of non-essential time

One (1) week in advance of each accounting period, non-essential time will be scheduled by each employee, and submitted to the employee's departmental scheduler and/or manager.

7. Non-essential day

A non-essential day is a work day, scheduled in advance, in which an employee is not assigned essential time, but must work a minimum of four (4) hours and not exceed a maximum of nine (9) hours.

An employee may request to have this flex day changed to a scheduled work day.

8. Flex day

A flex day is a day which otherwise would be considered a work day, scheduled in advance, in which an employee is not expected to be at work.

An employee may request to have this flex day changed to a scheduled work day.

9. Credits

Employees may accumulate a credit (surplus in hours worked) at the end of the accounting period. Up to ten (10) credit hours may be carried forward indefinitely. Credit hours shall not exceed ten (10) hours.

If employees wish to use their credit hours when that use infringes on essential time, prior approval of the Senior Department Head/Manager is required.

10. Debits

Employees may carry forward up to ten (10) debit hours in an accounting period. Debit hours in excess of ten (10) will be reported to the Senior Department Head/Manager, and if not cleared within the succeeding accounting period, will be automatically deducted from the employee's pay cheque, at the regular rate of pay, on the next appropriate payroll date. All debit hours must be cleared annually by November 30th or the hours will be deducted from the employee's pay cheque, at the regular rate of pay.

Debit hours are not interchangeable with leaves of approved absences.

11. Meal period

Employees may not work longer than five (5) hours continuously without a minimum thirty (30)-minute meal break. A longer meal period may be taken, i.e. longer than two (2) hours, but it may not infringe on essential time.

12. Breaks

A fifteen (15)-minute break is to be taken, one (1) in the time preceding the meal period and one (1) in the time following the meal period. Breaks may not be combined, or used to extend the meal period or to alter the starting and finishing times.

13. Overtime

Overtime is the time in excess of seven (7) hours in a day or seventy (70) hours in an accounting period, when the assignment of essential time is such that the employee must work longer than seven (7) hours in that day or seventy (70) hours in that accounting period.

Overtime is hours worked on Sunday.

Overtime is not part of the flexible working hours system. It should be recorded on the appropriate forms in the employee's department, rather than on the Flextime accumulating equipment.

14. Vacation, personal leave and other approved absences

Employees absent for these reasons will be credited seven (7) hours for a full day or three and one-half (3½) hours for a half day.

If, on account of these reasons, the time earned during the accounting period exceeds seventy (70) hours, overtime will not be paid for these hours.

15. Sickness

If an employee is sick a full or a partial day, that day will be calculated as a seven (7)-hour day. This applies whether the illness occurs before or after the hours actually worked.

An employee must call in sick as soon as possible on a sick day whether they are scheduled or not scheduled for essential time. Sick time will not be granted after the occurrence.

If an employee does not work on a day scheduled for essential or non-essential time because of illness, seven (7) hours will be added to her Flextime record and one (1) day will be deducted from her sick pay credit.

If an employee works more than three and one-half (3½) hours, the difference between seven (7) hours and the time worked that day will be added to her Flextime record and no time will be deducted from her sick pay credit.

If an employee works less than three and one-half (3½) hours, the difference between seven (7) hours and the time worked that day will be added to her Flextime record and one half (½) day will be deducted from her sick pay credit.

If, on account of illness, the time earned during the accounting period exceeds seventy (70) hours, overtime will not be paid for these hours.

If sick leave credits have been exhausted, an employee may not use her Flextime credits in place of sick leave credits.

16. Continuation of current practice

The current practice under the 30-minute contiguous non-essential time, Section 5 (Duration of non-essential work period) and for the use of credits, Section 14 (Vacation, personal leave and other approved absences) and Section 15 (Sickness) will continue.

17. Termination

Prior to terminating employment, employees should balance any debit or credit hours. Outstanding credits will be paid at the current regular rate of pay. Outstanding debits will be deducted from the employee's last pay cheque at the current regular rate of pay.

19.12 Dispute resolution mechanism

Subject to #7 below, any dispute arising out of the scheduling and shift selection process in Article 19.06 (Individual work schedules) may be submitted to alternate dispute resolution process mechanism, which shall function as follows:

1. The employee may request alternate dispute resolution within three (3) weeks of the posting of the master shift schedule. Disputes will be heard by the appropriate Director or designate. In the event that the matter is not resolved to the satisfaction of the parties, it may be sent to mediation/arbitration as described in #2 to #7 below.
2. The parties will agree on a panel of dispute resolution experts who shall be independent from the Board and the Union.

3. Within twenty-one (21) days of the filing of a complaint by an employee, one (1) panel member will at the request of the parties convene a meeting of the parties and the complainant to hear the submissions of the parties. This meeting is a non-legal process.
4. Immediately following the presentation of the parties' submissions, the dispute resolution expert shall have the option of meeting with the parties separately or together to mediate a settlement. In the event that a settlement is not reached the dispute resolution expert shall render a decision.
5. The decision of the expert shall be made within three (3) days of the hearing and shall be final and binding on all parties to the complaint. Such ruling shall be without precedent and prejudice to either party outside this forum.
6. Each party will share equally the cost of the services of the dispute resolution expert.
7. The foregoing mechanism does not preclude the parties resolving such complaints through normally recognized labour relations practices.

ARTICLE 20 – OVERTIME

20.01 Overtime rate

An employee who is required to work beyond seven (7) hours per day or thirty-five (35) hours per week shall be paid at the rate of time and one-half (1½) for such hours worked, except as the rate of overtime is provided for in Article 22.04 (Designated holidays – holiday pay – rate).

20.02 Voluntary basis

Overtime shall be on a voluntary basis. In the event of an emergency where there are no volunteers, overtime may be assigned in reverse order of seniority, beginning with the least senior qualified employee within the department/location. It is understood and agreed that no employee shall be forced to accept an overtime assignment on consecutive days or shifts.

20.03 No reduction in scheduled hours

There shall be no reduction in an employee's scheduled hours of work in the event that overtime hours are worked.

20.04 Time off in lieu

In lieu of overtime payment, an employee may request time off at the rate of time and one-half (1½) of the hours worked, to be taken at a mutually agreed time. Any such request shall not be unreasonably denied. Lieu time must be taken in the calendar year in which it is earned. Any unused lieu time will be paid at the end of the calendar year. It is agreed that any lieu time received after October 1, in any year, must be taken prior to December of the following year, or be paid out at the end of that calendar year.

20.05 Selection for overtime and overtime lists

When overtime is required, those employees normally performing the work required shall be those selected to do the overtime work. Permanent employees shall be offered overtime prior to overtime being offered to any other category of employees having regard to locations, districts and regions. The respective location, district and region will establish quarterly overtime lists of employees who are interested in working overtime. Notwithstanding, employees shall have the right to put their name on the list before the compiling of the list at the next quarter. Employees shall be offered overtime in order of seniority on a rotating basis. The necessary overtime lists will be made available for inspection by the Union upon request.

20.06 Meal allowance

Where an employee is required to continue working after a normal working day or shift for more than three (3) continuous hours, the employee shall receive a meal allowance of \$10.00.

20.07 Callback pay**(a) Minimum payment**

Each employee who has completed her regular day's work and who has left her branch or work location and is called out and reports for overtime work or is called out and reports for work other than her regular day, shall be paid a minimum of four (4) hours' pay at her regular overtime rate, whether such employee works for four (4) hours or not, for each time such employee is called out and reports for work. Payment for callback pay shall commence from the time the employee was called to report to work.

(b) Not in conjunction with regularly scheduled hours

Without limiting the generality of the foregoing, the payments referred to in this clause will not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift.

(c) Call – no return to work

In the event an employee who is not on Standby (Article 20.09) is contacted outside work hours and agrees to perform work from home (outside the workplace), she shall receive pay at the rate of time and one-half (1½) her regular rate for all time spent on the work call or for a minimum of thirty (30) minutes.

This provision applies only to employees in the Information Technology department and Theatre Liaison Officers and is for unscheduled special circumstances.

Memorandum Item:

Any concerns arising out of the implementation of Call – No return to work may be raised by either party and shall be resolved by the parties.

20.08 Sunday work

- (a) In the event that a branch or Support Department is regularly scheduled to be operational on Sunday, employees will be recruited on a voluntary basis from the bargaining unit to work either every or alternate Sundays.

- (b) The Board will designate the classification and number of employees required and the process for making application for Sunday work.
- (c) The Board will offer Sunday work to members of the bargaining unit on a basis of preference to the senior applicant whose permanent classification matches the classification required.
- (d) Should the staffing requirements not be met, before hiring temporary staff, all permanent employees shall again be offered the opportunity to work Sunday hours in order of seniority in their own classification or in any other classification, provided they have the ability to do the work. It is understood that qualified employees who are deemed capable to do the work shall be paid at the rate of the classification posted. Where staff is required to fill vacancies due to withdrawals by employees after the commencement of the Sunday session, such staff will be appointed in order of seniority from the group of applicants who have not received a Sunday appointment.
- (e) In the event that there are not enough qualified voluntary applicants from the bargaining unit, temporary employees may be hired to work on Sundays for the period of the Sunday sessions. In the event that the temporary employee, while working Sundays, is also appointed to another temporary assignment during other Library hours, this second temporary assignment will be in accordance with Article 7.04 (a) (Temporary employees) and will begin and finish within the period of the current Sunday sessions.
- (f) Sunday work shall be paid at time and one-half (1½) hours worked.

20.09 **Standby**

- (a) In the event an employee accepts standby, she shall be available for work when called by telephone or paged and shall receive three (3) hours' pay at her regular straight time hourly rate for each twenty-four (24)-hour period (12:00 a.m. – 11:59 p.m.), exclusive of her regular hours of work. Employees shall receive, in addition to the standby premium, the applicable overtime rate for all hours worked. It is understood that if an employee on standby is called and resolves the matter without

leaving home, the employee shall be paid time and one-half (1½) for all time spent resolving the issue. Standby shall be distributed in accordance with the procedure as set out in Article 20.09 (f). A pager will be provided to those on standby.

- (b) Standby shall be scheduled on a voluntary basis. In the event of an emergency where there are no volunteers, standby may be assigned in reverse order of seniority, beginning with the least senior qualified employee within the department/location. It is understood and agreed that no employee shall be forced to accept a standby assignment on consecutive days or shifts.
- (c) Employees who are on standby on a designated holiday shall receive a lieu day in addition to the standby premium pay. Such lieu time shall be taken in accordance with Article 20.04 (Time off in lieu).
- (d) It is understood that overtime starts from the time the standby call is received by the employee.
- (e) Employees on standby shall be given priority with respect to emergency overtime in their respective section.
- (f) The respective location, district and area/region will establish biannual lists of employees who are interested in working standby. Notwithstanding the above, employees shall have the right to put their name on the list before the compiling of the next biannual list. Employees shall be offered standby in order of seniority on a rotating basis. The necessary standby lists will be made available for inspection by the Union upon request.

Memorandum Item:

Any concerns arising out of the implementation of overtime and standby may be raised by either party and shall be resolved by the parties.

ARTICLE 21 – EVENING AND SATURDAY PREMIUM

21.01 Evenings

Full-time and part-time (including part-time pages) employees who work any hours after 6:00 p.m. between Monday and Friday inclusive, shall be paid a premium of:

- \$1.00 per hour effective January 1, 2009;
- \$1.02 per hour effective January 1, 2010;
- \$1.04 per hour effective January 1, 2011.

It is understood that shift premiums shall not be pyramided with overtime pay.

21.02 **Saturdays**

Full-time and part-time (including part-time pages) employees who work on Saturday shall be paid a Saturday premium for all hours worked of:

- \$1.22 per hour effective January 1, 2009;
- \$1.25 per hour effective January 1, 2010;
- \$1.27 per hour effective January 1, 2011.

It is understood that shift premiums shall not be pyramided with overtime pay.

ARTICLE 22 – DESIGNATED HOLIDAYS

22.01 **Paid holidays – full-time employees**

(a) **Statutory holidays and Remembrance Day**

A full-time employee shall be paid at the rate of seven (7) hours basic pay for, or be given a day in lieu of, the following days:

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

and any other day proclaimed as a statutory holiday by the Federal or Provincial Governments.

An employee who wishes to take a holiday for Remembrance Day shall not have her request unreasonably denied. The Board shall ensure appropriate recognition of Remembrance Day in the workplace.

(b) Additional paid holidays

Full-time employees shall be granted three (3) additional paid holidays to be granted to each employee who has completed probation as per Article 17.02 (a) (Seniority – probation). Such days shall be taken at a time selected by the employee and subject to the Board's agreement. Such requests shall not be unreasonably denied. Any unused days shall be converted to vacation and administered in accordance with Article 23.02 (Vacation – carry-over).

(c) Transfer from full-time to part-time

Where a full-time employee voluntarily transfers to a temporary part-time position, she shall retain all rights under Article 22, but will not be entitled to pay in lieu of the designated holidays and the three (3) additional paid holidays in Article 22.01 (d).

(d) Rate of pay – part-time employees

Part-time employees shall be paid five percent (5%) of all hours worked in lieu of the designated holidays and the three (3) additional paid holidays.

(e) Rate of pay – pages and temporary employees

Pages and temporary employees shall be paid four percent (4%) of all hours worked in lieu of the designated holidays.

(f) Payment bi-weekly

Payment for Articles 22.01 (d) and 22.01 (e) shall be made bi-weekly.

22.02 Alternate Board-designated holiday dates

When any of the said holidays falls on other than a normal working day, then the Board may designate another working day as the day upon which the said holiday will be celebrated.

22.03 Holiday pay – eligibility

In order to be entitled to payment for a designated holiday, an employee must work her regularly scheduled working day immediately preceding the holiday and her regularly scheduled working day immediately following the holiday, except where authorized leave has been granted, an employee is ill and a doctor's certificate is provided or in the event an employee is absent and has provided a satisfactory reason to the Board.

22.04 Holiday pay – rate

If a full-time employee works on one (1) of the above-named designated holidays, she shall receive payment at two (2) times for the hours actually worked by her in addition to receiving her holiday pay or a day off in lieu of said holiday, such day to be taken on a day mutually agreeable to the employee and the Board. It is understood that no such request for time off shall be unreasonably denied.

If a part-time employee works on one of the above-named designated holidays, she shall receive payment at two (2) times for the hours actually worked by her in addition to receiving payment in lieu in accordance with Article 22.01 (d).

22.05 Scheduled day off

If a full-time employee's scheduled day off falls on a designated holiday, the employee will be compensated with a day to be taken at a time mutually agreeable to the employee and the Board. It is understood that no such request for time off shall be unreasonably denied and the lieu day must be taken within three (3) months of accrual.

Memorandum item:

- *Each year, employees with banked lieu days for public holidays will be required to take the totality of the bank or 10 holidays from the bank until the bank is exhausted;*

- *The days will be taken at a time mutually agreeable to the employee and the Board;*
- *The bank of lieu days may not be converted into vacation;*
- *All concerns about the use of the banked lieu days are to be referred to Labour-Management Committee;*
- *The Board will provide semi-annually to the Union a list of employees with banked lieu days by location and including classification.*

22.06

Christmas Eve day and New Year's Eve day

The Library will close on Christmas Eve day and New Year's Eve day at 1:00 p.m. Employees scheduled for work on such days shall work from 9:00 a.m. to 1:00 p.m. or another four (4)-hour period in accordance with operational requirements and within existing hours of operation as per Article 19.09 (Hours of Work – Schedule of hours), but in any event no later than 1:00 p.m., and will be paid for seven (7) hours. Employees must be at work on Christmas Eve day or New Year's Eve day, as the case may be, to receive the respective benefit.

22.07

Taken in hours and half-hours

Paid holidays may be taken in hours and half-hours.

ARTICLE 23 – VACATION

23.01

Entitlement – full-time employee

Full-time employees hired after January 1 in any year shall accrue vacation on the basis of one and one-half (1½) days per month to a maximum of fifteen (15) days. Thereinafter, employees shall be entitled to vacation in accordance with the schedule below and be entitled to said vacation as of January 1 in the following years.

Full-time employees will be entitled to vacation with pay on the following basis:

- | | | |
|-------|--|----------------------|
| (i) | less than 4 years of service | 3 weeks of vacation |
| (ii) | 4 years or more of service and
less than 16 years of service | 4 weeks of vacation |
| (iii) | 16 years or more of service and
less than 22 years of service | 5 weeks of vacation |
| (iv) | 22 years or more of service | 6 weeks of vacation. |

A full-time employee who has completed thirty (30) years' employment shall be entitled to one (1) additional week of vacation on a one-time basis only. It is agreed that any employee who has entered into her thirtieth (30th) year and who has not had the opportunity to avail herself of this provision shall be granted the extra week of vacation referred to herein.

An employee may take her entire vacation entitlement as of January 1 of each year. Should the employee be in a trigger year, she shall be able to take the extra week prior to her anniversary date. However, should the employee terminate her employment prior to her anniversary date, the Board shall have the right to be reimbursed that extra week of vacation entitlement, except if the employee retires or becomes deceased.

It is understood that should an employee utilize her full-time vacation in accordance with Article 23 (Vacation) while on a part-time assignment, she shall not be entitled to the pay in lieu of vacation entitlement as set out in Article 23.08 (Vacation – vacation pay – part-time employees). It is further understood that a full-time employee who has accepted a temporary part-time assignment shall have the option of reverting to full-time hours, should she so wish, for the purposes of vacation pay for the regular vacation period.

Memorandum Item:

An employee who currently is eligible for increments earlier than the schedule above provides, shall be grandparented under the schedule of her predecessor system.

23.02

Carry-over

Vacation shall be completed before the end of the calendar year. An employee shall be granted a maximum carry-over of fifteen (15) days into the following calendar year. For part-time and page employees, this shall mean the equivalent of three (3) weeks of vacation, one (1) week of vacation is equal to the total number of regularly scheduled hours. Any request for carry-over in excess of this provision will be considered by the Director or designate on a case-by-case basis. No such request shall be unreasonably denied.

23.03 Illness during vacation

When an employee becomes ill while on annual vacation, a request, accompanied by a doctor's certificate, may be made to have that period of illness converted to sick leave. If granted, the annual vacation (or portion thereof) will be postponed and will be taken at a time mutually agreeable to both parties.

23.04 Jury duty during vacation

An employee who is required to appear for jury duty or is requested by the Board to appear as a witness in a court proceeding or is subpoenaed as a witness in a legal proceeding during her vacation period shall be granted, upon request, that the period of vacation time be changed to jury or witness duty leave.

23.05 Bereavement during vacation

Should an employee suffer a bereavement under Article 25.03 (Leave of Absence – Bereavement leave) while on annual vacation, a request may be made to have the annual vacation (or portion thereof) be converted to bereavement leave. If granted, the annual vacation (or portion thereof) will be postponed and will be taken at a time mutually agreeable to both parties. It is understood that no requests under this clause will be unreasonably denied.

23.06 Pregnancy/parental/adoption leave – vacation entitlement

There shall be no reduction of the vacation entitlement of an employee on pregnancy and/or parental/adoption leave pursuant to Article 25 (Leave of Absence) for the duration of such leave.

23.07 Designated holidays within vacation

A designated holiday, as set out in Article 22.01 (a) (Designated Holidays), which falls within a vacation period shall not be considered a day of vacation.

23.08 Vacation pay – part-time employees

Part-time employees shall be paid on a semi-annual basis on earnings in lieu of vacation at the rate of:

- (i) less than 4 years of service 5.8%
- (ii) 4 years or more of service and
less than 16 years of service 7.7%
- (iii) 16 years or more of service and
less than 22 years of service 9.6%
- (iv) 22 years or more of service 11.5%.

A part-time employee who has completed thirty (30) years' employment shall be entitled to thirteen and one-half percent (13.5%) vacation pay for one (1) year only. It is agreed that any part-time employee who has entered into her thirtieth (30th) year and who has not had the opportunity to avail herself of this provision, shall be granted the extra percentage referred to herein.

Memorandum Item:

An employee who currently is eligible for increments earlier than the schedule above provides, shall be grandparented under the schedule of her predecessor system.

23.09 Vacation pay – pages

Pages shall be paid vacation pay on a semi-annual basis on earnings at the rate of five percent (5%).

23.10 Vacation pay – temporary employees

Temporary employees shall be paid vacation pay on a semi-annual basis on earnings at the rate of four percent (4%).

23.11 Entitlement – part-time employees and pages

Part-time and page employees shall be granted vacation without pay in accordance with the vacation entitlement for full-time employees as set out in Article 23.01. For the purposes of this clause, one (1) week of vacation is equal to the total number of regularly scheduled hours.

23.12 Seniority

Each employee shall be granted the vacation period preferred by the employee in accordance with her seniority.

23.13 Scheduling and deadlines

Upon request and subject to operational requirements, employees shall be entitled to at least two (2) weeks' vacation in an unbroken period between June 15 and September 15 inclusive. It is understood that the two (2)-week unbroken period referred to herein shall not negate a longer unbroken period being granted. However, where there is a conflict, the request of the senior person asking for a longer period shall take precedence, unless the request of the junior person cannot be accommodated at any other time between June 15 and September 15. Employees shall make their vacation requests in writing each year by January 15. Approved vacation requests shall be posted by February 7 for the period February 7 to February 7 of the following year. All other vacation requests shall be granted on a first come first serve basis. It is further understood that vacation requests referred to herein shall not be unreasonably denied.

23.14 Dispute resolution

Any dispute arising out of the scheduling of vacations may be submitted to an alternate dispute resolution mechanism which shall function as follows:

1. The parties will agree on a panel of dispute resolution experts who shall be independent from the Board and the Union.
2. Within fourteen (14) days of the filing of a complaint by an employee, one (1) panel member will at the request of the parties convene a meeting of the parties and the complainant to hear the submissions of the parties.
3. Immediately following the presentation of the parties' submissions, the dispute resolution expert shall review the submissions and render a decision.

4. The decision of the expert shall be made within three (3) days of the hearing and shall be final and binding on all parties to the complaint. Such rulings shall be without precedent or prejudice to either party outside of this forum.
5. Each party will share equally the cost of the services of the dispute resolution expert.
6. The foregoing mechanism does not preclude the parties resolving such complaints through normally recognized labour relation practices.

23.15 Taken in hours and half-hours

It is understood that vacation may be taken in hours or half-hours.

ARTICLE 24A – ILLNESS OR INJURY PLAN – PERMANENT FULL-TIME EMPLOYEES (IIP)

24A.01 Illness or Injury Plan (IIP)

- (a) The Illness or Injury Plan (“IIP”) shall be effective April 1, 2010. The purpose of the IIP is to provide an eligible employee with income, when she is absent from work due to illness or injury, subject to the provisions of this Article.
- (b) IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the *Workplace Safety and Insurance Act, 1997*, as amended.

24A.02 Enrolment

- (a) All permanent full-time employees hired on, or after, November 11, 2009 including current employees hired into permanent full-time positions, shall be enrolled in the IIP in accordance with the provisions of this Article.
- (b) All employees hired prior to November 11, 2009 who are in the Sick Leave Accrual Plan may elect, on or before March 1, 2010, to transfer to the IIP effective April 1, 2010. Such employees shall elect to either:

- (i) have their sick bank, if any, frozen as at March 31, 2010. Employees who elect this option shall use their capped sick pay credits to offset any shortfalls in their IIP hours in accordance with Article 24A.05 (a). Any remaining capped sick pay credits shall be paid out upon “termination of employment” in accordance with Article 24B.08; OR
 - (ii) receive a payout of their sick bank based on its value at March 31, 2010, and in accordance with the Memorandum of agreement – special payout/payment schedule.
- (c) For the purpose of greater clarity, those employees hired prior to November 11, 2009 may elect to stay in the Sick Leave Accrual Plan and be covered by the provisions of Article 24B (Sick leave accrual plan).

24A.03 Eligibility

A full-time employee shall become eligible to receive IIP hours for absence due to illness or injury commencing the first of the month following the completion of her probationary period.

24A.04 Definitions

In this Article:

- (a) “income” shall mean the permanent full-time employee’s hourly rate as provided for in Schedule “A”;
- (b) “month” shall mean a calendar month; and
- (c) an “eligible employee” shall mean a permanent full-time employee who meets criteria set out in clause 24A.03 (Eligibility);
- (d) “Sick Leave Accrual Plan” is the sick pay accrual plan described in Article 24B (Sick leave accrual plan).

24A.05 Capped sick pay credits

- (a) Use of capped sick pay credits

An employee covered under the Sick Leave Accrual Plan (see Article 24B), and who elected to transfer to the IIP and to freeze her sick bank, will have her accumulation of sick credits, and service for the purpose of the Sick Pay Gratuity as outlined in Article 24B.08 (Sick pay gratuity), capped as at March 31,

2010. Capped sick pay credits shall be used in the following circumstances:

(i) **Top-up from 75% to 100% pay**

In cases where an employee's IIP payment is at seventy-five percent (75%) in accordance with the chart in Article 24A.07(c) below, the employee's capped sick pay credits, if any, shall be used to top-up the difference to one hundred percent (100%) of the employee's hourly rate for the position held at the time of illness.

(ii) **Unpaid illness or injury hours**

Whenever an employee's absence due to illness or injury exceeds her IIP hours and she has not satisfied the Long-Term Disability elimination period in accordance with Article 28.06 (Long term disability benefits), the excess hours of illness or injury shall be regarded as illness or injury leave without pay, except that where an employee has elected to freeze her sick bank, such capped credits, if any, shall be used to provide the employee with income for this period.

(b) **Payout of capped sick pay credits**

Any unused capped sick pay credits will be paid out upon "termination of employment", to employees eligible for such a payment, in accordance with the provisions of Article 24B.08 (Sick pay gratuity), based on the employee's completed years of service as of March 31, 2010, at the hourly rate of pay of the employee's base position at the time of termination of employment.

24A.06

Permanent full-time employees

Permanent full-time employees will be provided with IIP hours at a coverage level of either one-hundred percent (100%) or seventy-five percent (75%) of the employee's hourly rate for the position held at the time of illness, based on her completed years of service as set out in the chart below up to a maximum of nine hundred and ten (910) IIP hours (approximately 6 months of coverage) per calendar year or per absence that extends beyond the calendar year in which the continuous absence commenced.

24A.07 Illness or Injury Plan – chart

- (a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of her hourly rate for the position held at the time of Illness based on her completed years of service as indicated in the chart below (column B or C). The employee will be eligible for the remainder of her nine hundred and ten (910) IIP hours, if any, at seventy-five percent (75%) of her hourly rate for the position held at time of illness.

- (b) Employees are only eligible to advance to the next level of coverage based on completed years of service when they are:
 - (1) actually at work; or
 - (2) on a pre-approved vacation; or
 - (3) on an approved leave of absence not arising due to illness or injury; or
 - (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

An employee who is not actually at work will become eligible for the next level of coverage based on completed years of service in accordance with the chart below, upon actually returning to work for a period of at least seventy (70) continuous hours.

- (c) IIP coverage for employees shall be as provided in the following chart:

ILLNESS OR INJURY PLAN CHART		
Completed Years of Service*	Maximum Number of IIP Weeks per Calendar Year at 100% of Hourly Rate for the position held at the time of illness	Maximum Number of IIP Weeks per Calendar Year at 75% of Hourly Rate for the position held at the time of illness
A	B	C
Less than 6 months	0	0
6 months to less than 1 year	2	24
1 year to less than 2 years	3	23
2 years to less than 3 years	4	22
3 years to less than 4 years	6	20
4 years to less than 5 years	8	18
5 years to less than 6 years	10	16
6 years to less than 7 years	12	14
7 years to less than 8 years	16	10
8 years to less than 9 years	20	6
9 years to less than 10 years	24	2
10 years or more	26	0

***NOTE:**

For permanent full-time employees, the range within which an employee falls in the above chart is determined by her completed years of service.

24A.08 No payout or carry over

There is no payout of unused IIP hours. There is no carry-over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in Article 24A.09(c).

24A.09 Refreshing of IIP hours – January 1st

- (a) An eligible employee will receive her IIP hours on her first regularly scheduled work day on or after January 1st of each year, if she is:
- (1) actually at work; or

- (2) on a pre-approved vacation; or
 - (3) on an approved leave of absence not arising due to illness or injury; or
 - (4) any other leave pursuant to the Collective Agreement, not arising due to illness or injury.
- (b) An eligible employee not covered by Article 24A.09 (a), who is not actually at work on her first regularly scheduled work day on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted her IIP hours, will not receive her refreshed IIP hours until she has actually returned to work for a period of at least seventy (70) continuous regular hours.
- (c) An employee covered by Article 24A.09 (b) shall continue to retain any remaining IIP hours from the previous year and any capped sick pay credits, if any, until she has returned to work for seventy (70) continuous regular hours.
- (d) Either party may request a meeting at which the following issues may be addressed:
- (i) Refreshing an employee's IIP hours prior to the period of seventy (70) continuous regular hours referred to in 24A.09 (b);
 - (ii) The identification and correction of errors or omissions with respect to an employee's IIP refreshed hours;
 - (iii) The provision of additional IIP hours in special circumstances where an employee suffers more than one unrelated illness or injury or has exhausted family responsibility/medical leave under the IIP and has no frozen Sick Bank credits, lieu time and vacation.

24A.10 IIP hours upon return from approved leave

- (a) When an employee is given an approved leave of absence for any reason and returns to work at the end of such leave of absence within the same calendar year, she shall retain her IIP hours, if any, existing at the time of the commencement of such leave.

- (b) When an employee is on an approved leave of absence, for any reason, and returns to work at the end of such leave of absence in a later calendar year, such that she did not work during the entirety of at least an entire calendar year, she shall retain her IIP hours existing at the date of the commencement of the leave, until such time as the employee has worked seventy (70) continuous regular hours, at which time her IIP hours shall be refreshed in accordance with Articles 24A.06 (Permanent full-time employees) and 24A.09 (Refreshing of hours – January 1st), as applicable.

24A.11 Use of IIP hours

The number of paid IIP hours received by an employee shall be deducted from her available IIP hours but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for a period of three and one-half (3 ½) hours or less shall not be deducted. Absence on account of illness beyond three and one-half (3 ½) hours shall be deducted in hours and half-hours.

24A.12 Medical note

- (a) An employee absent for more than five (5) consecutive working days may be asked to furnish within seven (7) working days from commencement of absence, a medical note from her physician certifying the duration of illness. The seven (7)-day period may be extended by the Manager if the employee is incapacitated to the extent that she is unable to produce the medical note certifying the illness within that period.
- (b) An employee absent for more than twenty (20) consecutive working days shall:
- (i) provide immediately following such twenty (20) days, a medical note from her physician certifying the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to work; and
 - (ii) provide further medical notes from her physician, covering the same information, following each subsequent forty (40) consecutive working days of absence.

24A.13 Family responsibility/medical leave

An employee may use up to forty-two (42) hours family responsibility/medical hours of her available IIP hours per calendar year. Such absences shall be deducted from the employee's available IIP hours. It is understood that the use of the forty-two (42) hours referred to herein shall not be used against the employee in any way and shall not form part of the employee's attendance record.

24A.14 Administration of IIP

The IIP will be administered in a manner at least consistent with the practices and provisions applicable to the Sick Leave Accrual Plan (Article 24B). For greater certainty, occupational illness or injury shall be administered under Article 29 (Workplace safety and insurance benefits) of the Collective Agreement.

24A.15 Use of vacation/lieu time entitlements

An employee absent because of illness or injury who has exhausted her IIP hours and capped sick pay credits, if any, may use any vacation entitlement or lieu time owing as IIP hours. In that case, the vacation or lieu time will be treated as IIP hours and the provisions of this Article will apply.

24A.16 Transition to Illness or Injury Plan**(a) Election to Illness or Injury Plan**

Within thirty (30) days of November 11, 2009 the Board will provide to the Union a copy of the communication to all employees eligible to transfer to the IIP. Such communication shall include a reference to the employee's current sick bank, if any, a copy of the IIP, the due date for election to IIP and return address information.

No later than February 1, 2010, the Board shall inform all employees eligible to transfer to the new IIP in accordance with Article 24A.02(b) (Enrolment) or elect to remain in the current Sick Leave Accrual Plan in accordance with Article 24B.01 (Sick leave accrual plan – definition). The information will be

provided to employees in hard copy and mailed to the current work location. Employees shall have until March 1, 2010 to respond in writing.

(b) **Transition to IIP effective April 1, 2010**

An employee electing to transfer to the IIP in accordance with clause 24A.02(b) will receive her IIP hours, prorated for 2010, on her first regularly scheduled work day on or after April 1, 2010 if she is:

- (1) actually at work; or
- (2) on pre-approved vacation; or
- (3) on approved Leave of Absence, not arising due to illness or injury; or
- (4) any other leave pursuant to the Collective Agreement.

(c) **Deferred Transition Date**

An employee who elected to transfer to the IIP, who is absent from work because of illness or injury and who would otherwise be entitled to sick pay under Article 24B (Sick Leave Accrual Plan), shall continue to be covered by the Plan until the employee returns to work, after which the employee shall be enrolled in the IIP and eligible to use her IIP hours.

ARTICLE 24B – SICK LEAVE ACCRUAL PLAN

Article 24B (Sick Leave Accrual Plan) applies only to employees hired prior to November 11, 2009, who elect, on or before March 1, 2010, to remain in the Sick Leave Accrual Plan.

Article 24B.08 (Sick pay gratuity) applies only to employees hired prior to November 11, 2009, who elected to remain in the Sick Leave Accrual Plan or who elected to have their sick bank frozen as at March 31, 2010, as set out in Article 24A.02(b)(i).

24B.01 Definition

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workplace Safety Insurance Act*.

24B.02 Entitlements – full-time employees**(a) Monthly credits**

Full-time employees shall receive a credit of one and one-half (1½) days for each month of service, such credit to be cumulative. Full-time employees commencing employment prior to the sixteenth (16th) day of a calendar month shall be credited with the full month sick leave credit. Upon successful completion of the probationary period, reimbursement will be made for time lost due to illness during the probationary period up to a maximum amount equivalent to the accumulated sick leave credits at time of illness.

(b) Family responsibility/medical leave

Permanent full-time employees shall be permitted to take forty-two (42) hours' family responsibility/medical hours per year. The first fourteen (14) hours of such leave each year shall not be deducted from the employee's sick leave bank. It is understood that the use of the forty-two (42) hours referred to herein shall not be used against the employee in any way and shall not form part of the employee's attendance record.

24B.03 Entitlements – part-time employees and pages**(a) Part-time employees**

Part-time employees shall be paid at the rate of six percent (6%) bi-weekly on all hours worked in lieu of sick credits.

A part-time employee who, as a result of illness or family responsibility, has been absent from scheduled work may, upon request, reschedule lost hours to a maximum of fourteen (14) hours per absence.

(b) Pages

Pages from the former Local 1996 on staff as of March 2, 2000 shall be paid in lieu of sick credits in accordance with Article 24B.03 (a).

A page who, as a result of illness, has been absent from scheduled work may, upon request, reschedule lost hours to a maximum of seven (7) hours per absence.

24B.04 Sick pay credits – deductions

The number of hours or half-hours for which an employee receives “sick pay” shall be deducted from her cumulative sick pay credit, but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for a period of three and one-half (3½) hours or less shall not be deducted. Absence on account of illness beyond three and one-half (3½) hours shall be deducted in hours and half-hours.

24B.05 Exceeded credits

Whenever an employee’s days of illness exceed her accumulated sick pay credit, the excess days of illness shall not be carried forward against future credits but shall be regarded as days of illness without pay.

24B.06 Changes between full-time and part-time

- (a) If a full-time employee changes permanently to a part-time position with no break in service, all unused sick credits will be frozen in a separate bank and the appropriate gratuity would be identified.
- (b) If the same employee subsequently changes to a permanent full-time position with no break in service, the unused sick credits will be reactivated and the gratuity upon termination of employment would be in accordance with Article 24B.08 (Sick pay gratuity).
- (c) If termination occurs in the part-time position, the gratuity identified at the point of transfer would be paid.
- (d) Notwithstanding the foregoing, where a part-time employee falls ill for a period longer than one (1) week, she may avail herself of her sick leave credits accumulated in accordance with Article 24B.02 (Entitlements – full-time employees). Where the employee elects this option, she may not use the

rescheduling provision set out in Article 24B.03 (Entitlements – part-time employees and pages) and the gratuity will be adjusted accordingly.

24B.07 Changes between part-time and full-time

A permanent part-time or page employee who is appointed to a temporary full-time position for a period in excess of three (3) months shall have the option of receiving one and one-half (1½) sick days for each month of employment in the transfer position, such credit to be cumulative. Part-time or page employees who select this option and who commence a temporary full-time position prior to the sixteenth (16th) day of a calendar month shall be credited with the full month sick leave credit. These credits may be used as per Article 24B.04 (Sick pay credits – deductions) during, or after the conclusion of the temporary full-time position. It is understood that during the time this option is in effect, such employee shall not receive payment in lieu of sick credits as set out in Article 24B.03 (Entitlements – part-time employees and pages). An employee who chooses to continue to receive payment in lieu shall have the option of rescheduling any absences because of sickness to the maximum in Article 24B.03 (Entitlements – part-time employees and pages) when she returns to a part-time position.

24B.08 Sick pay gratuity

- (a) In this Article, the words “termination of employment” shall mean separation from employment with the Board by retirement, death or by resignation except where permission for the resignation is requested by the employee as an alternative to discharge.
- (b) On termination of employment, an employee, her beneficiary or estate, shall receive an amount equal to her salary or wages for one-half (½) the number of days standing to her credit, but in no case shall the amount exceed the aggregate amount as set out in the following schedule:

Service Requirement	Period
At least 10 years and less than 15 years	Three (3) calendar months
At least 15 years and less than 20 years	Four (4) calendar months
At least 20 years and less than 25 years	Five (5) calendar months
At least 25 years	Six (6) calendar months.

- (c) Those employees who, as of the date of ratification, are eligible for a sick pay gratuity that exceeds the above provision shall be grandparented under their predecessor plans for the term of this Collective Agreement.
- (d) An employee who is eligible for payments in accordance with this clause may select any option for payment that is permissible under the *Income Tax Act*.
- (e) An employee upon retirement shall be given the option of taking her cumulative sick pay credit grant in accordance with this clause as vacation time prior to her termination of employment.
- (f) In no case shall an award made by the Workplace Safety and Insurance Board be deducted from any authorized grant under this Article.

24B.09 Serious incident

An eligible employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

24B.10 Medical note

When the absence of an employee through illness covers more than five (5) consecutive working days, a medical note from a physician certifying to the employee's illness and to

her fitness to return to work shall be provided, if requested by Management. The cost of such note shall be borne by the Board. Paid holidays or regular days off will not form part of the illness period.

24B.11 Use of annual vacation where sick leave exhausted

When sick leave has been exhausted, an employee may use her annual vacation, lieu time or statutory holidays in lieu of sick leave by sending written notification to her manager of her intention to do so.

ARTICLE 24C – ILLNESS OR INJURY PLAN – PERMANENT PART-TIME EMPLOYEES (IIP)

24C.01 Illness or Injury Plan (IIP)

- (a) The Illness or Injury Plan (“IIP”) shall be effective April 1, 2010. The purpose of the IIP is to provide an eligible permanent part-time employee with income, when she is absent from scheduled work due to illness or injury, subject to the provisions of this Article.
- (b) IIP hours shall be paid for any time lost by reason of illness or injury in accordance with the provisions set out below, except where an award is made under the *Workplace Safety and Insurance Act, 1997*, as amended.

24C.02 Enrolment

- (a) All permanent part-time employees hired on or after November 11, 2009, including current employees hired into permanent part-time positions, shall be enrolled in the IIP in accordance with the provisions of this Article.
- (b) All permanent part-time employees hired prior to November 11, 2009 who are currently covered under Article 24B.03 (a) (Part-time employees), may elect, on or before March 1, 2010 to transfer to the IIP effective April 1, 2010. Such employees shall elect to either:
 - (i) have their sick bank, if any, frozen as at November 11, 2009. Employees who elect this option shall use their

capped sick pay credits to offset any shortfalls in their IIP hours in accordance with Article 24A.05 (a) (Capped sick pay credits). Any remaining capped sick pay credits shall be paid out upon “termination of employment” in accordance with Article 24B.08 (Sick pay gratuity); OR

- (ii) receive a payout of their sick bank based on its value at March 31, 2010, and in accordance with the Memorandum of Agreement – special payout/payment schedule.
- (c) For the purpose of greater clarity, those permanent part-time employees hired prior to November 11, 2009 may elect to remain covered under Article 24B.03 (a) (Part-time employees), and will also be covered by the provisions of Article 24B.07 (Changes between part-time and full-time), and 24B.08 (Sick pay gratuity), if applicable.

24C.03

Eligibility

A permanent part-time employee shall become eligible to receive IIP hours for absences due to illness or injury commencing the first shift following the completion of both of the following criteria:

- (a) the completion of probation, in accordance with Article 17.02 (b) (Probation); and
- (b) the completion of nine hundred and ten (910) paid hours (excluding overtime and Sunday hours), in the previous calendar year.

A permanent part-time employee must re-satisfy the condition in (b), above, in each calendar year in order to re-qualify for IIP hours in subsequent years. In the event that an employee does not qualify for IIP hours, she will be covered by Article 24B.03 (a) (Part-time employees). If the part-time employee subsequently meets the qualifying threshold, she must automatically go back into the IIP.

- (c) In regard to the calculation of a permanent part-time employee’s eligibility for IIP hours under Article 24C.03 (Eligibility), the employee shall be credited with two times her

regular weekly schedule in her permanent position for the purposes of including vacation and statutory holiday pay;

To clarify, if an employee's permanent position is an FTE of 0.5 (17.5 hours per week), she would be credited with 35 hours ($2 \times 17.5 = 35$) toward the completion of the required 910 hours;

For permanent part-time Pages, whose positions do not have an identified FTE, the credit will be 21 hours ($2 \times 10.5 = 21$);

The credit for the vacation and statutory hours is not included in the calculation for the pro-ration of hours in Article 24C.05 (Pro-ration of IIP hours);

The credit for the vacation and statutory hours is not added to the employee's seniority;

For the purposes of implementing Articles 24C.03 (Eligibility) and 24C.05 (Pro-ration of IIP hours), and any other related provisions of Article 24C, the term "the previous calendar year" shall mean the period from December 1 to November 30 of the previous calendar year.

Note:

The following classifications are exempt from the part-time IIP and will continue to be covered by Article 24B.03 (Entitlements – part-time employees and pages), 24B.07 (Changes between part-time and full-time) and 24B.08 (Sick pay gratuity):

- Theatre Liaison Officers
- After Hours Attendants
- Bram and Bluma Appel Salon staff

Employees in job share positions under Article 34.05 (Job Share) are full-time employees.

24C.04 Definitions

In this Article:

- (a) "income" shall mean the permanent part-time employee's hourly rate as provided for in Schedule "A";
- (b) "month" shall mean a calendar month; and

- (c) an “eligible employee” shall mean a permanent part-time employee who meets criteria set out in clause 24C.02 (Enrolment).

24C.05 Pro-ration of IIP hours

The annual IIP hours that will be provided to an eligible employee will be a pro-rated amount up to a maximum of nine hundred and ten (910) IIP hours, as set out in the charts below, based on the total hours paid (excluding, overtime and Sunday hours) in the previous calendar year as a percentage of one thousand eight hundred and twenty (1820) hours as applicable.

24C.06 Illness or Injury Plan – hours chart

- (a) An eligible employee will be entitled to IIP hours, if any, at one hundred percent (100%) of her hourly rate for the position held at the time of illness based on her total hours paid (excluding, overtime and Sunday hours) as indicated in the charts below (column B or C). The employee will be eligible for the remainder of her nine hundred and ten (910) hours, if any, at seventy-five percent (75%) of her hourly rate for the position held at the time of illness (column D or E).
- (b) Eligible employees are only entitled to advance to the next level of coverage based on total hours paid (excluding overtime and Sunday hours) in accordance with the charts below, when they are:
1. actually at work; or
 2. on pre-approved vacation; or
 3. on approved Leave of Absence, not arising due to illness or injury; or
 4. any other leave pursuant to the Collective Agreement, not arising due to illness or injury.

An employee who is not actually at work will become eligible for the next level of coverage based on total hours paid (excluding overtime and Sunday hours) in accordance with the

charts below, upon actually returning to work for a period of at least seventy (70) aggregate hours.

- (c) IIP hours for eligible employees shall be as provided in the following chart:

IIP HOURS CHART				
Seniority	Maximum Number of IIP Hours per Calendar Year Paid at 100% of Hourly Rate for the Position held at the Time of Illness		Maximum Number of IIP Hours per Calendar Year Paid at 75% of Hourly Rate for the Position held at the Time of Illness	
A	B	C	D	E
	Maximum IIP hours paid @ 100%	Percentage of IIP hours paid @ 100%	Maximum IIP hours paid @ 75%	Percentage of IIP hours paid @ 75%
910 hours to less than 1820	70	8%	840	92%
1820 hours to less than 3640	105	12%	805	88%
3640 hours to less than 5460 hours	140	16%	770	84%
5460 hours to less than 7280 hours	210	24%	700	76%
7280 hours to less than 9100 hours	280	31%	630	69%
9100 hours to less than 10,920 hours	350	39%	560	61%
10,920 hours to less than 12,740 hours	420	47%	490	53%
12,740 hours to less than 14,560 hours	560	62%	350	38%
14,560 hours to less than 16,380 hours	700	77%	210	23%
16,380 hours to less than 18,200 hours	840	93%	70	7%
18,200 hours or more	910	100%	0	0

24C.07 No payout or carry over

There is no payout of unused IIP hours. There is no carry over of unused IIP hours from year to year, except when an illness or injury starts in one year and continues into the next calendar year or as provided in Article 24C.08 (c).

24C.08 Renewal of IIP hours for eligible employees – January 1st

- (a) Subject to the requirements of 24C.02, an eligible employee will receive her IIP hours on her first shift worked on or after January 1st of each year, if she is:
 - 1. actually at work; or
 - 2. on pre-approved vacation; or
 - 3. on approved Leave of Absence not arising due to illness or injury; or
 - 4. on any other leave pursuant to the Collective Agreement, not arising due to illness or injury.
- (b) An eligible employee not covered by Article 24C.08 (a), who is not actually at work on her first shift on or after January 1st and immediately prior has been absent due to illness or injury or unauthorized absence and either in receipt of IIP hours or has exhausted her IIP hours, will not receive her renewed IIP hours until she has actually returned to work for a period of at least seventy (70) aggregate hours.
- (c) An eligible employee covered by Article 24C.08 (b) shall continue to retain any remaining IIP hours from the previous year, until she has returned to work for seventy (70) aggregate hours.
- (d) Either party may request a meeting at which the following issues may be addressed:
 - (i) Renew an eligible employee's IIP hours prior to the period of seventy (70) aggregate hours referred to in 24C.08 (b);
 - (ii) The identification and correction of errors or omissions with respect to an eligible employee's IIP renewed hours;

- (iii) The provision of additional IIP hours in special circumstances where an eligible employee suffers more than one unrelated illness or injury or has no frozen Sick Bank credits and lieu time.

24C.09 IIP hours upon return from approved leave

When an eligible employee is given an approved leave of absence, for any reason, and returns to work at the end of such leave of absence within the same calendar year, she shall retain her IIP hours, if any, existing at time of the commencement of such leave.

24C.10 Use of IIP hours

- (a) The number of paid IIP hours received by an eligible employee shall be deducted from her available IIP hours but no deduction shall be made on account of any day on which an eligible employee would normally be entitled to be off work.
- (b) An eligible employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her rate of pay for the position held at the time of illness without deduction from her IIP hours, unless a physician states that the eligible employee is fit for further work on that shift.

24C.11 Serious incident

An eligible employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that she is unable to work, shall be permitted to take the remainder of the day off, without loss of pay and benefits.

24C.12 Medical note

- (a) An employee absent for more than three (3) consecutive shifts shall furnish within three (3) calendar days following their fourth (4th) consecutive shift absent a certificate from her physician covering the duration of illness, with first and last dates the employee was seen by the physician and the probable date on which the employee will return to duty. The three (3) calendar day period may be extended by the Manager if the employee

is incapacitated to the extent that she is unable to produce a medical note certifying the illness within that period.

- (b) An employee absent for more than thirty (30) calendar days shall:
- (i) provide immediately following such thirty (30) calendar days, a medical note from her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty; and
 - (ii) provide further medical notes from her physician, covering the same information, following each subsequent thirty (30) calendar days absent.

24C.13 Movement to a permanent full-time position

An eligible permanent part-time employee who subsequently moves to a full-time position, shall take with her unused IIP hours, if any, and shall thereafter be deemed an employee covered by Article 24A (Illness or injury plan – permanent full-time employees) with IIP hours equal to the IIP hours carried over. For the purposes of converting IIP hours carried over, seven (7) hours shall be considered as equal to one (1) day.

24C.14 Use of lieu time entitlements

An employee absent because of illness or injury who has exhausted her IIP hours, if any, may use any lieu time owing as IIP hours by sending written notification to her Manager of her intention to do so. In that case, the lieu time will be treated as IIP hours and the provisions of this Article will apply.

24C.15 Family responsibility/medical leave

A part-time employee shall be permitted to use up to fourteen (14) hours family responsibility/medical hours of her available IIP hours per year. Such absences shall be deducted from the employee's available IIP hours. It is understood that the use of the fourteen (14) hours referred to herein shall not be used against the employee in any way and shall not form part of the attendance record. It is understood that the time specified in this article shall not be cumulative from year to year if unused.

**MEMORANDUM OF AGREEMENT – SPECIAL PAYOUT/PAYMENT
SCHEDULE 1**

I. Special Payout For Employees with Sick Bank Who Elect a Payout

All employees hired prior to November 11, 2009 who have a Sick Bank and who elect, on or before March 1, 2010 to receive a payout and transfer to the Illness or Injury Plan ("IIP") on April 1, 2010, as per Article 24A.02 (b) (ii) and 24C.02 (b) (ii), shall receive a payout based upon the following formula:		
YEARS OF SERVICE (A)	CURRENT SLP PAYOUT FORMULA (B)	SPECIAL PAYOUT (C)
At least 25 years	50% of bank to maximum of 6 months	Current SLP payout formula x (2.75% for each year of service)
At least 20 years and less than 25 years	50% of bank to maximum of 5 months	Current SLP payout formula x (2.75% for each year of service)
At least 15 years and less than 20 years	50% of bank to maximum of 4 months	Current SLP payout formula x (2.75% for each year of service)
At least 10 years and less than 15 years	50% of bank to maximum of 3 months	Current SLP payout formula x (2.75% for each year of service)
Less than 10 years	Zero	For the purpose of this Special Payout Only – [50% of Bank to Maximum of 3 months] x (2.75% for each year of service)

II. Minimum special payout/payment

Full-time employees hired prior to November 11, 2009 who elect the IIP and elect to receive a payout according to Part I above, shall receive a minimum lump sum payout/payment of \$700.

Part-time employees hired prior to November 11, 2009 who elect the IIP and elect to receive a payout according to Part I above, shall receive a minimum lump sum payout/payment of \$700, prorated on the basis of the hours worked (excluding

overtime and Sunday) in the twelve (12)-month period ending on the last day of the month in which the Collective Agreement is ratified.

Part-time employees hired prior to November 11, 2009 who elect the IIP and are currently covered under Article 24.03 (a), shall receive a minimum lump sum payout/payment of \$700, prorated on the basis of the hours worked (excluding overtime and Sunday) in the twelve (12)-month period ending on the last day of the month in which the Collective Agreement is ratified.

III. Employee election

An employee shall receive, no later than February 1, 2010, an information package that includes a form allowing the employee to elect to:

- a) transfer to the Illness or Injury Plan (“IIP”) and to elect to receive a payout, as per Part 1 (Column C), above; or
- b) transfer to IIP and elect to retain her frozen Sick Bank; or
- c) to elect to remain in the current Sick Leave Accrual Plan, Article 24B (Sick Leave Accrual Plan).

Employees must submit their completed election form by March 1, 2010 in accordance with clause 24A.02 and 24C.02 of the Collective Agreement.

IV. Special Payout/Payment Process

1. An employee who elects to transfer to the IIP and who elects to receive a payout as per Article 24A.02 (b) (ii) and 24C.02 (b) (ii), shall transfer to the IIP on April 1, 2010, (the “Commencement Date”) and have her Sick Bank, if any, frozen as at March 31, 2010. The minimum amount of the Payout will be \$700.
2. Following the Payout any sick pay credits remaining in the employee’s frozen Sick Bank shall be eliminated.
3. The Part I (Column C) Special Payout shall be made in one payment on or before July 31, 2010.

4. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Part I payments directly to her RRSP by providing the necessary form to the Director, Finance by no later than June 30, 2010. Notwithstanding paragraph 3 above, should the employee elect this option, such transfer to her RRSP shall be completed no later than December 31, 2010.

V. Employees on sick leave at commencement date

1. Notwithstanding Part IV above, if, on the Commencement Date, an employee is on sick leave under Article 24 Sick Leave, the employee shall continue to remain on such plan until she returns to work, as set out in paragraph 2, below.
2. The employee shall receive, no later than four (4) weeks after returning to work, an information package that includes a form allowing the employee to elect to transfer to the IIP and receive a payout, as per Part I (Column C), or elect to remain in the current Sick Leave Accrual Plan. The employee must submit her completed election form within two (2) weeks following receipt of the information package.
3. In the event that the employee elects to transfer to the IIP, she shall commence enrolment in the IIP at the commencement of the pay period following thirty (30) calendar days from the date that she submitted her election form.
4. The Special Payout/Payment, as per Part I (Column C) shall be made in one payment no later than two (2) pay periods following the date that the employee was enrolled in the IIP.
5. An employee with eligible Registered Retirement Savings Plan (RRSP) room can assign all or part of the Special Payout/Payment directly to her RRSP by providing the necessary form to the Director, Finance. Notwithstanding paragraph 4 above, should the employee elect this option, such transfer to her RRSP shall be completed no later

than four (4) pay periods following receipt of the RRSP assignment form.

VI. Lump sum in lieu of sick pay payout (Pages)

Pages will receive a lump sum payment prorated to a maximum of \$700 on the basis of the hours worked (excluding overtime and Sundays) in the twelve (12)-month period ending on the last day of the month in which the Collective Agreement is ratified.

ARTICLE 25 – LEAVE OF ABSENCE

25.01 General leave

- (a) Upon request, thirty-five (35) hours shall be granted without pay but no loss of benefits or seniority.

Page employees shall be granted up to two (2) additional weeks of unpaid leave, such leave is to be non-cumulative.

The total number of additional leaves for pages granted under this clause shall not exceed a maximum of two (2) per branch/department to a maximum of twenty (20) system-wide at any one time.

- (b) The Board may grant leave of absence without pay to an employee if she requests it in writing from her Director, setting out the reasons for and duration of such leave. Such leave shall not be unreasonably denied and must not unreasonably interfere with the efficient operation and services of the Library.
- (c) The Board shall grant a leave of absence without pay and benefits but without loss of seniority for a period of up to two (2) years to an employee who has been accepted in a Master of Library and Information Studies degree program (accredited librarian degree). The total number of leaves granted under this clause shall not exceed a maximum of three (3) system-wide at any one time and shall be granted in the order in which they are received.

The Board shall consider one (1) additional leave of absence without pay and benefits but without loss of seniority for an

employee accepted to attend another job-related course or program. A leave under this clause shall not exceed two (2) years and shall be considered in the order requests are received.

25.02 Union leave

(a) Full-time union position

- (i) Where an employee is elected or appointed to a full-time position within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Manager, Human Resources, responsible for Labour Relations. Upon receipt of such request, such leave of absence will be granted, provided that such leave of absence shall involve no cost to the Board and provided further that upon expiration of her term of office, the employee shall be returned to her former position, or a position in a classification comparable to that in which she was employed before taking office.
- (ii) When an employee is elected or appointed to a full-time position or office within a municipal, provincial or federal labour organization with which the Union is affiliated, the Union shall submit a request of leave of absence on behalf of the employee concerned to the Manager, Human Resources, responsible for Labour Relations. Subject to the approval of the Director concerned, such leave of absence may be granted, provided that such leave shall involve no cost to the Board and provided further that upon expiration of her term of office, the employee shall be returned to her former position, or to a position in a classification comparable to that in which she was employed before taking office.
- (iii) It is understood that the replacement of an employee granted leave under Article 25.02 (a) (i) and (ii) (Union leave – full-time union position) shall be in accordance with Article 16 (Promotions, vacancies and new positions), and may be for the full period of the leave granted.

(b) **Leave for authorized labour convention or conference**

Subject to two (2) weeks' written notice to the Manager, Human Resources, responsible for Labour Relations, leave of absence without pay shall be granted for all delegates from the Union who are employees of the Board to attend any authorized labour conventions and conferences.

(c) **No loss of seniority and no break in service**

Whenever an employee is granted leave of absence with or without pay under this Article, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which she may otherwise be entitled.

(d) **Reimbursement to the Board**

Whenever an employee is on leave of absence without pay on union business, the Board shall pay the employee's wages and benefits, invoice the Union and the Union shall, forthwith, provide full reimbursement to the Board. This provision does not apply to employees who are elected or appointed to a full-time position or office under Article 25.02 (a) and (b).

25.03 **Bereavement leave**

- (a) An employee who is absent from work solely due to the death of the father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, brother, stepbrother, sister, stepsister, husband or wife, common-law spouse or same-sex partner of such employee, shall be entitled to compensation for time so lost by such employee from her regular schedule at her regular rate of pay for up to five (5) working days.
- (b) An employee who is absent from work solely due to the death of the father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild of such employee, shall be entitled to compensation for time so lost by such employee from her regular schedule at her regular rate of pay for up to three (3) working days.
- (c) An employee who is absent from work solely due to the death of an aunt, uncle, niece or nephew, shall be entitled

to compensation for time so lost by such employee from her regular schedule at her regular rate of pay for up to two (2) working days.

- (d) The above leaves may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.
- (e) An employee may be granted leave of absence with pay at the discretion of the City Librarian, or designate, where such leave is requested solely due to the death of persons other than those specified in Article 25.03 (a) and (b). Such leave shall not be unreasonably denied.
- (f) If out-of-town travel is required, two (2) extra days shall be granted to all employees.

25.04

Jury duty or witness leave

Each employee who is called to serve as a juror or is subpoenaed as a witness in a legal 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 her manager a satisfactory certificate showing the period of such service;
- (b) shall be paid her full salary or wage for the period of such jury or witness service, provided that she shall pay to the Board the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than her regularly scheduled work day with the Board or any monies received for meal allowance or travelling allowance;
- (c) shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone her department for instructions respecting her return to work and shall, upon receiving such instructions, comply with the same;

- (d) for the purposes of this leave, it is agreed that an employee shall be scheduled Monday to Friday.

25.05 Court appearance

- (a) An employee shall, in the event that such employee is accused of an offence which requires a court appearance, upon written request, be entitled to leave of absence without loss of seniority and without pay for the court appearance.
- (b) In the event that such accused employee is jailed awaiting a court appearance, such employee shall be entitled to an automatic leave of absence without loss of seniority and without pay.

25.06 Citizenship leave

An employee who is required to attend a sitting of the Citizenship Court during her normal working hours for the purpose of obtaining her Canadian Citizenship shall, on two (2) occasions only, be granted one (1) day's leave of absence with pay on each such occasion.

25.07 Religious holidays

The Board agrees to accommodate employees who wish to observe recognized religious holidays which are not statutory holidays by first accommodating the employee's work schedule so as to allow such observance. Should there be no reasonable way to accommodate the re-scheduling, the employee shall have the right to use vacation, lieu time, personal leave, float days or unpaid leave.

25.08 Emergency/legal/personal leave

- (a) **Full-time employees – entitlement**

Permanent full-time employees shall be granted twenty-one (21) hours of Emergency/Legal/Personal leave on an annual basis. Emergency/Legal/ Personal leave hours taken in the month of December must be approved, subject to operational requirements, save and except seven (7) hours which shall be granted. It is understood that the time specified in this Article

shall not be cumulative from year to year if unused. In case of emergency leave, the employee shall contact her supervisor at the earliest time possible prior to the start of her scheduled shift.

(b) **Permanent part-time employees and pages – entitlement**

- (i) Permanent part-time employees shall be permitted to take fourteen (14) hours of Emergency/Legal/Personal leave time on an annual basis, such time to be unpaid. Emergency/Legal/Personal leave hours taken in the month of December must be approved, subject to operational requirements, save and except seven (7) hours which shall be granted. It is understood that the time specified in this Article shall not be cumulative from year to year if unused. Part-time employees shall be allowed to reschedule the fourteen (14) hours.
- (ii) Page employees shall be permitted to take seven (7) hours of Emergency/Legal/Personal leave time on an annual basis, such time to be unpaid. It is understood that the time specified in this Article shall not be cumulative from year to year if unused. Page employees shall be allowed to reschedule the seven (7) hours.

25.09

Pregnancy leave

- (a) Pregnancy leave, without pay, shall be in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41*, as amended.
- (b) The employee must give two (2)-weeks' notice in writing of the date the pregnancy leave is to begin unless the circumstances change in accordance with the *Employment Standards Act*.
- (c) A doctor's certificate confirming the anticipated date of delivery may be requested to accompany the written request for leave. The cost of such certificate will be borne by the Board.
- (d) During the period of pregnancy 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.

- (e) During the period of pregnancy leave, the Board shall pay the employer's 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 Board is not required to pay.
- (f) During the period of pregnancy leave, the employee continues to accrue seniority, vacation and sick credits.
- (g) The employee must give four (4)-weeks' notice in writing to the Board of when she expects to return to work.
- (h) Upon return to work, the Board will return the employee to the employee's permanent position if available, or a comparable position at no less than the wage rate when the leave of absence began.

25.10 Supplemental employment benefits – pregnancy leave

An employee who is eligible for pregnancy leave under Article 25.09 (a) (Pregnancy leave) shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act, 1996, c.23*, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

- (i) for the first two (2) weeks of pregnancy leave, the employee receives no payments from the Board;
- (ii) for the following fifteen (15) weeks of pregnancy leave, the employee shall receive from the Board payments equal to the difference between eighty percent (80%) of her regular rate and the sum of her weekly Employment Insurance benefits.

25.11 Unpaid extension of pregnancy leave

- (a) An employee may submit a written request to the appropriate Manager of Human Resources, after the start of the leave but at least four (4) weeks prior to the date any change in her plans happens, for a leave of absence without pay. This leave of absence without pay cannot provide a total leave in excess of

fifty-two (52) weeks. Should said leave be granted, the Board reserves the right to post the vacant position as a permanent or temporary vacancy based on the efficient operation of the Library. Upon return to work from this extended leave, the Board will return the employee to the first available vacancy at her former classification.

- (b) Any request for a leave of absence without pay beyond that which an employee is entitled to in accordance with Article 25.09 (a) (Pregnancy leave) shall be at the discretion of the City Librarian, or designate, and shall not involve any expense to the Board.

25.12 **Parental/adoption leave**

- (a) Parental leave, without pay, shall be in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41*.
- (b) The employee must give two (2) weeks' notice in writing of the date the parental/adoption leave is to begin unless the circumstances change in accordance with the *Employment Standards Act*.
- (c) During the period of parental/adoption 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.
- (d) During the period of parental/adoption leave, the Board shall 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 Board is not required to pay.
- (e) During the period of parental/adoption leave, the employee continues to accrue seniority, vacation and sick credits.
- (f) The employee must give four (4) weeks' notice in writing to the Board of when she expects to return to work.
- (g) Upon return to work, the Board will return the employee to the employee's permanent position if available, or a comparable

position at no less than the wage rate when the leave of absence began.

**25.13 Supplemental employment benefits –
parental/adoption leave**

An employee who is eligible for parental/adoption leave under Article 25.12 (a) (Parental/adoption leave) shall be entitled provided the employee is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act, 1996, c.23*, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental/adoption leave:

- (i) for the first two (2) weeks of the parental/adoption leave, the employee shall receive no payments from the Board, unless such leave immediately follows the pregnancy leave, in which case the employee shall receive from the Board payments equal to the difference between eighty percent (80%) of her regular rate and the sum of her weekly Employment Insurance benefits;
- (ii) for the remaining period of parental/adoption leave during which the employee is in receipt of Employment Insurance benefits, the employee shall receive from the Board payments equal to the difference between eighty percent (80%) of her regular rate and the sum of her weekly Employment Insurance benefits.

25.14 Unpaid extension of parental/adoption leave

- (a) An employee may submit a written request to the appropriate Manager of Human Resources, after the start of leave, but at least four (4) weeks prior to the date any change in her plans happens, for a leave of absence without pay. This leave of absence without pay cannot provide a total leave in excess of fifty-two (52) weeks. Should the leave be granted, the Board reserves the right to post the vacant position as a permanent or temporary vacancy based on the efficient operation of the Library. Upon return to work from this extended leave, the Board will return the employee to the first available vacancy at her former classification.

- (b) Any request for a leave of absence without pay beyond that which an employee is entitled to in accordance with Article 25.12 (Parental/adoption leave) shall be at the discretion of the City Librarian, or designate, and shall not involve any expense to the Board.

25.15 Spousal birth/adoption leave

Employees who have completed their probationary period shall be granted paid spousal birth/adoption leave for a period of up to five (5) working days within the two (2) -month period before or after birth or adoption of such employee's child.

25.16 Public affairs

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

25.17 Employee funded leave

Employees are entitled to apply for Employee Funded Leave as described in Appendix I (Employee Funded Leave Plan).

25.18 Military service

Leave of absence without pay shall be granted to employees to serve in the Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Seniority will accumulate during such leave.

25.19 Quarantine

Time lost by an employee as a result of being quarantined by the Medical Officer of Health or designate, in accordance with the applicable legislation, because of a job-related incident

shall be treated as a leave of absence with pay for the duration of the quarantine.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.01 Pay cheques

- (a) Wages, including payment for all overtime and any other premium payment owing an employee, shall be paid bi-weekly on a Friday. Should it be necessary to change the pay day, the Board will advise the Union four (4) weeks in advance of said change. It is understood that any employee who suffers any loss or is adversely affected by the Board's unilateral change of the pay day shall be made whole.
- (b) The employee shall receive a confidential stub showing the breakdown of her wages, overtime, and all other supplementary pay and deductions and cumulative totals of same.
- (c) Should there be a shortage of greater than one hundred (\$100) dollars pay on an employee's cheque, at the request of the employee the Board shall issue a payment covering the shortage to the employee. Such payment will be made within forty-eight (48) hours of being notified of the employee's notification of the shortage to Financial Services, Monday to Friday. If notification to Financial Services occurs after 4:00 p.m. on Friday, payment will be made on Monday.
- (d) In the event of an overpayment, the Board shall advise an employee of such overpayment in order to discuss a schedule of recovery. The recovery schedule shall not exceed the maximum permitted by the *Wages Act RSO 1990*, as amended, unless the parties otherwise agree.

The above does not apply to payroll adjustments made to the current pay as a result of corrections to the previous pay.

- (e) Effective the beginning of the first pay period following ratification of this Agreement, it shall be mandatory for all new employees to enrol in payroll direct deposit.

26.02 Superior duties

- (a) Any employee assigned to perform the core duties of any superior-rated position to that occupied by her, shall be paid the rate of pay for such position for all hours worked.
- (b) Should any of the following occur: designated holiday, vacation, sick, union business leave or leave of absence with pay, during the superior duty period, the higher rate of pay shall apply.
- (c) It is understood that should an employee be assigned the work of a superior-rated position, the rate the employee receives must exceed the employee's classified rate by at least twenty dollars (\$20.00) per week. Should the incremental rate of the higher position not exceed the aforementioned differential, the employee shall be moved to the next incremental step of the higher-rated position. The twenty dollar (\$20.00) differential shall not apply in the event the maximum incremental step has been reached and the higher-rated position is less than the maximum increment of the twenty dollars (\$20.00) per week.
- (d) In determining the employee who will be assigned the higher-rated position, seniority and the capability to perform the core functions of the position shall be the determining factors in the allocation of staff, having regard to locations, districts and regions.
- (e) Upon completion of the superior duty assignment, the employee shall be returned to her former position, location and hours of work schedule.
- (f) With the exception of the positions identified in Letter of understanding number 20 (Payment for "In-charge" duty), an employee who is assigned to perform the "in-charge" responsibilities of any superior-rated position to that occupied by her shall be deemed to be performing the core duties of that superior-rated position and shall be paid superior duties at the rate of pay for such position for all hours worked, in accordance with Article 26.02 (a) (Superior duties).

26.03 Wage schedule

During the term of this Agreement, the Board and the Union agree that all payments of wages will be made in accordance with the wage schedule set forth in Schedule "A" hereto, which is hereby made part of this Agreement.

26.04 Sick/vacation/float day balance reports

The Board agrees to provide each employee with a detailed breakdown of sick leave, vacation and float day balances on a quarterly basis.

26.05 Incremental steps

- (a) Incremental rates of pay as set forth in Schedule "A" hereto shall be paid to all employees covered in this Collective Agreement. All increases shall become effective on the employee's anniversary day.
- (b) Increment steps will be reduced as follows:

Effective September 1, 2002.....Reduced to 6 levels
 Effective July 1, 2003.....Reduced to 5 levels
 Effective July 1, 2004.....Reduced to 4 levels.

26.06 Language bonus**(a) Definitions**

Selection includes library materials selection, dial-a-story selection, materials review and Internet site selection but not selecting material from the collection for transfer or to fill patron requests.

Transliteration and/or subject analysis includes completing the Transliteration Form for non-Roman languages and providing subject analysis for Roman languages.

Cataloguing refers to classifying original and shared other language materials, including performing name, subject and series authority work.

Programming refers to, for example, conducting preschool storytime series and user education sessions in other languages.

(b) Eligibility – superior duties

Paraprofessionals, clericals and pages performing selection duties because of their language skills will be paid superior duties to the entry-level librarian rate.

Clericals and pages performing transliteration and/or subject analysis duties because of their language skills will be paid superior duties at the entry-level paraprofessional rate.

Employees conducting programming in other languages will be paid superior duties at the entry-level paraprofessional rate if programming is not part of the employee's job description.

(c) Assigning language skills duties

For each language requiring selection, transliteration or subject analysis, an expression of interest will be sent out every four (4) years with twenty-five percent (25%) of postings posted each calendar year, or as positions become vacant, to determine which staff will perform the work.

For selection, the expression of interest will be sent out to all librarian staff and any librarian who is selecting in any language other than English will be paid an honorarium of \$250.00 for up to fifty (50) hours and \$500.00 for hours of fifty (50) or greater. In filling the position, seniority and the capability to perform the core functions of the position shall be the determining factors.

Any selection positions not filled by librarians will be filled in accordance with Article 26.02 (d) (Superior duties) and, where appropriate, may be done on a system-wide basis. It is understood that non-librarian employees selected will be eligible for the honorarium identified for selection.

It is understood that for programming, the expression of interest will be posted on an area-wide basis only. In filling the position seniority and the capability to perform the core

functions of the position shall be the determining factors. Positions will be filled by location, district and area.

It is understood that for multiple postings for the same language in selection, transliteration, subject analysis or programming, different staff will be selected.

Language skills necessary to do the job may be tested.

Where following the posting of the expression of interest there is no qualified librarian or non-librarian available to perform selection, transliteration, subject analysis or programming work, the Board may hire a temporary employee for the duration of the assignment, not to exceed two years.

Cataloguing and transliteration – honorarium

Any Cataloguers performing cataloguing functions and Senior Library Assistants – Cataloguing performing descriptive cataloguing and transliteration, in any language other than English, will be paid an honorarium of \$250.00 for up to fifty (50) hours and \$500.00 for hours of fifty (50) or greater. The Board shall designate the required languages and person shall be selected on the basis of seniority and the language skills necessary to do the job. Language skills necessary to do the job may be tested. It is understood that non-librarian employees selected will be eligible for this honorarium for transliteration and subject analysis.

Programming – honorarium

Any employee performing programming in any language other than English will be paid an honorarium of \$250.00 for up to fifty (50) hours and \$500.00 for hours of fifty (50) or greater.

Selection – honorarium

Employees performing selection duties in any language other than English will be paid an honorarium of \$250.00 for up to fifty (50) hours and \$500.00 for hours of fifty (50) or greater.

ARTICLE 27 – PENSIONS AND RETIREMENT

27.01 Pension plans and early retirement incentive packages

- (a) All employees enrolled in the Ontario Municipal Employees Retirement System (OMERS) as of January 1, 1998, shall continue to participate in the OMERS plan.
- (b) All employees hired after January 1, 1998, shall enrol in the OMERS plan, provided in the case of part-time employees, that the employee meets the eligibility requirements and opts to participate in the plan.
- (c) All current and retired employees who were members of pension plans other than the OMERS plan as of January 1, 1998, shall continue to participate in those plans.
- (d) Without limiting the generality of the foregoing, the pension plans to which Article 27.01 (c) applies include, but are not limited to:
 - Toronto Civic Employees' Pension Plan;
 - York Employees' Pension Plan;
 - Metro Toronto Pension Plan.

It is understood and agreed that this list includes all non-OMERS pension plans of which the parties are aware as of the date of ratification of this Collective Agreement. However, it is also understood and agreed that the list is not an exhaustive list, and that any other non-OMERS pension plans of which either party becomes aware during the term of this Collective Agreement will also be covered by Article 27.01 (c).

- (e) For the purpose of this Article, the term “participate” when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions, and entitlement to pension benefits.
- (f) The Board shall not implement nor offer any early retirement incentive package(s) to any employee(s) until it has had meaningful consultation with the Union.

- (g) The Board shall notify annually part-time and page employees not currently registered in OMERS, of their options under OMERS.

27.02 Pre-retirement counselling program

The Board shall provide in consultation and co-operation with the Union, a pre-retirement counselling program.

ARTICLE 28 – EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY

28.01 Eligibility – permanent full-time employees

- (a) A permanent full-time employee of the Board shall be entitled to the benefits provided for in this Article upon the completion of her probationary period as set out in Article 17.02 (a) (Seniority – probation). This provision is in effect until the first day of the month following the employee's seventieth (70th) birthday.
- (b) Where an employee is not in receipt of salary or wages because of sickness or injury for a period of time that exceeds fifty-two (52) consecutive bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any of the benefits in this Article under which the employee has coverage.
- (c) Articles 28.03 (Extended health care benefits) and 28.04 (Dental benefits) shall apply to the eligible dependants of an eligible employee (as defined in Article 28.01 (a) above). Such dependants are defined as follows:
- an employee's spouse including same-sex partner;
 - an unmarried child of the employee or of the employee's spouse who is:
 - dependent on the employee for support; and
 - under twenty-one (21) years of age (up to and including twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support); or
 - incapable of self-support because of a physical or mental disability and becomes handicapped before

age twenty-one (21) (up to and including twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support).

28.02 Benefit plan booklet

The Board will provide each employee with a copy of the benefit plan booklet and updates when they occur.

The Board will provide the Union with a copy of the benefit plan booklet and updates for proofreading and comments prior to its distribution to employees.

28.03 Extended health care benefits

The Board will provide for all permanent full-time employees, by contract with an insurer selected by the Board, an Extended Health Care Plan that will provide extended health care benefits. The Board shall pay one hundred percent (100%) of the premiums.

Eligible expenses

(benefit year January 1 – December 31)

- (i) Semi-private hospitalization – the difference between ward and semi-private hospital room.
- (ii) Drugs (drug card, including current generic prescription features*, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - require a prescription and have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules;
 - maximum of \$300.00 per person per benefit year for smoking cessation medication;
 - plus other non-prescription but life-sustaining drugs if they have a Drug Identification Number.

**If no generic equivalent exists, or if the physician specifies that the patient cannot tolerate a generic equivalent drug, or if the physician stipulates that the generic substitution would not be medically appropriate, the insurance carrier will cover the cost of the non-generic drugs.*

- (iii) Private duty nursing at home, to include the services of a Registered Nurse, when medically necessary, to a maximum of \$25,000.00 in any thirty-six (36) consecutive month period.
- (iv) Services of the following licensed professionals: chiropractor, physiotherapist, psychologist, psychotherapist, naturopath, audiologist, osteopath, speech therapist, podiatrist/chiropracist or massage therapist (after OHIP ceases to pay for treatment) to a maximum of \$400.00 per practitioner per person per benefit year for each service and an overall maximum of \$2,400.00 per person combined per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of \$800.00 per person per benefit year, to an overall maximum of \$2,400. It is understood that services of the above mentioned massage therapist will require a prescription from a physician, surgeon or osteopath in accordance with the *Medicine Act, 1991*, in order to be eligible for reimbursement.
- (v) For vision care:
 - Effective the date of ratification of the Collective Agreement, up to \$500.00 per person.

The above coverage can be applied in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty-four (24) consecutive months and/or the cost of laser eye surgery.

Employees will be reimbursed up to a lifetime maximum of five hundred (\$500) dollars per person toward the cost of laser eye surgery and such amount may be combined with the aforementioned vision care coverage for a

one time combined maximum of up to one thousand (\$1,000.00) dollars. An employee or dependent who claims reimbursement for laser eye surgery will not be eligible for any vision care coverage during the forty-eight (48) months following the date of the laser eye surgery.

Should an employee leave the employ of the Board prior to being entitled to the vision care coverage of the second benefit period, the amount owing will be deducted from the employee's final pay cheque.

- (vi) Hearing aids, repairs and batteries to a maximum of \$1,600.00 per person in any thirty-six (36) consecutive months.
- (vii) One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by a medical doctor, orthopaedic surgeon, chiropodist or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- (viii) One (1) pair of orthopaedic devices per person per benefit year provided that they are prescribed by an orthopaedic surgeon or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopaedic devices per benefit year.
- (ix) PSA coverage is included for one (1) prostate specific antigen (PSA) test per person per benefit year to a maximum of thirty dollars (\$30.00) when medically directed and not covered by another plan.
- (x) One ovarian cancer test (C125) – one (1) test per person per benefit year to a maximum of thirty dollars (\$30.00) when medically directed and not covered by another plan.
- (xi) Coverage is also included for the following provided that these services are medically necessary and provided by

appropriately registered recognized practitioners, and are not covered by another plan:

- ambulance services;
- dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident;
- rental of medical equipment, casts, braces, crutches, etc., artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, elastic sleeves etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.

(xii) Out of province/country coverage for emergency medical treatment for employees and eligible dependents.

28.04 **Dental benefits**

The Board will provide for all permanent full-time employees by contract with an insurer selected by the Board a dental plan which will provide dental benefits. The Board shall pay one hundred percent (100%) of the premiums.

Eligible expenses

*(Current ODA fee guide for general practitioners;
other expenses to reasonable and customary charge;
benefit year January 1 – December 31)*

(a) **One hundred percent (100%) for:**

- (i) Preventive, diagnostic emergency or palliative procedures, including oral exams, scaling and cleaning, topical application of sodium or stannous fluoride, consultations, diagnostic procedures, x-rays and preventive services, subject to current limits on frequency;
- (ii) Restorative procedures, such as fillings – amalgams, acrylic or composite (see Letter of Understanding Number 8 Re: Employment Insurance Rebates);
- (iii) Surgical services (including extractions) and anaesthesia;

- (iv) Periodontal and endodontic services;
 - (v) Major surgical services;
 - (vi) Space maintainers for children.
- (b) **Sixty percent (60%) major restorative procedure, seventy percent (70%) dentures – to a maximum of \$4,000.00 per person per benefit year:**
- (i) Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair and recementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old;
 - (ii) Initial installation of full or partial dentures, and repair, returning and releasing replacement of dentures which are five (5) or more years old.
- (c) **Fifty percent (50%) to a lifetime maximum of \$4,000.00 per person:**
- Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics.
- (d) **Dental procedures frequency limits**

Procedure	Proposed
Complete exam	1 every 24 months
Recall exam	1 every 9 months for adults, and 1 every 6 months for eligible dependents under the age of 18
Posterior bitewing films	1 every 9 months for adults, and 1 every 6 months for eligible dependents under the age of 18
Full mouth series of films	1 every 24 months

Scaling & polishing (1 unit)	1 every 9 months for adults, and 1 every 6 months for eligible dependents under the age of 18 (maximum of 1 unit)
Topical fluoride treatment	1 every 9 months for adults, and 1 every 6 months for eligible dependents under the age of 18
Oral hygiene instructions	1 every 9 months for adults, and 1 every 6 months for eligible dependents under the age of 18
Periodontal scaling and planing (in excess of 1 unit)	Up to a combined maximum of 16 units per calendar year
Occlusal equilibration	Up to a maximum of 16 units per calendar year
Replacement of existing bridge/denture	Every 5 years

28.05

Group life insurance**(i) Board-provided insurance**

The Board will provide for all permanent full-time employees by contract with an insurer selected by the Board, Group Life Insurance in an amount equal to two (2) times the employee's annual salary rounded to the next highest \$1,000.00, if not a multiple thereof to a maximum of \$150,000.00. The Board shall pay one hundred percent (100%) of the premiums. The amount of Group Life insurance shall be amended to twenty thousand dollars (\$20,000.00), effective the first of the month following the employee's seventieth (70th) birthday.

The Board shall provide for all employees, by contract with an insurer selected by the Board, Accidental Death and Dismemberment insurance, based on an amount equal to

two (2) times the employee's annual salary rounded to the next higher \$1,000.00 if not a multiple thereof. The Board shall pay one hundred percent (100%) of the premiums. The amount of Accidental Death and Dismemberment insurance shall be amended to twenty thousand dollars (\$20,000.00), effective the first of the month following the employee's seventieth (70th) birthday.

(ii) **Optional group life insurance**

Effective upon ratification of this Collective Agreement, the Board shall provide for all employees through a contract with an insurer selected by the Board, Optional Group Life Insurance up to a maximum of two hundred thousand dollars (\$200,000.00) for the employee and/or two hundred thousand dollars (\$200,000.00) for the employee's spouse, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

Effective upon ratification of this Collective Agreement, the Board shall provide for all employees through a contract with an insurer selected by the Board, Optional Group Life Insurance up to a maximum of twenty thousand dollars (\$20,000.00) for each child of the employee, with evidence of insurability. The employee shall pay one hundred percent (100%) of the premiums.

28.06

Long Term Disability Benefits

- (a) The Board will provide for all permanent full-time employees up to age sixty-five (65), by contract with an insurer selected by the Board, a Long-Term Disability Plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a long-term disability benefit of seventy-five percent (75%) of basic salary received when last at work to a maximum of \$4,600.00 a month for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation or any other plan to which the Board makes any contribution. Any claw-back of benefits from sources described above shall not reduce the total benefits received to an amount below eighty-five percent (85%) of gross salary. Such long-term disability benefit will be payable after six (6) continuous months' absence from work on account of illness or injury,

provided that no employee shall be eligible to collect long-term disability benefit payments so long as she is in receipt of sick pay benefits from the Board.

- (b) Except where a premium waiver applies, the Board will ensure the continuation of existing benefit coverage, as set out in this Article, of an employee who has applied for the long-term disability benefit but who has exhausted her sick pay credits or coverage under the Illness or Injury plan (IIP) prior to the conclusion of the six (6)-month waiting period. In no case shall the period of such continued coverage exceed twelve (12) consecutive months.
- (c) The Board shall provide employees who are in receipt of the Long-Term Disability Plan benefit, benefit coverage under the Extended Health Care and Dental plans.

The Board shall pay one hundred percent (100%) of the premiums.

- (d) The Board will provide the Union, quarterly, with a list of employees who are in receipt of long-term disability benefits and the amount of the benefit.
- (e) An employee who is requested to meet with a representative of the Board or a representative of the long-term disability carrier shall be accompanied by a representative of the Union if the employee so requests in writing.
- (f) The Board shall pay the full cost for any medical documentation that the long-term disability carrier or the Board may request that is not paid for by the long-term disability carrier. Copies of any assessments shall be provided to the employee and to the Union after the employee has consented.
- (g) The Board shall provide the Union with current copies of any insurance policies that it may have.
- (h) The Board and the Union agree to design a Joint Alternate Dispute Resolution system where both parties can resolve disputes arising out of the administration of the program. The program shall provide that any disputes that cannot be resolved shall be referred to the grievance and arbitration procedure.

- (i) Should an employee return to work on modified duties and be unable to perform the modified work, the time spent on modified work to a maximum of thirty (30) calendar days shall not be deemed as a break in the waiting period for long-term disability but shall not constitute part of the waiting period for long-term disability.

28.07

Long Term Disability benefits, age 65 to 69

- (a) **Retirement date for employees currently collecting Long Term Disability benefits**
 - (i) All employees approved for or collecting Long Term Disability benefits at the effective date of ratification will retire at the end of the month in which they turn sixty (65) years of age and are not eligible for benefits or for LTD benefits after their retirement date as established by operation of this Article.
 - (ii) Employees who are actively at work and working at age sixty-four and a half (64 ½) years or older and become continuously ill for six (6) months will be eligible to apply for Long Term Disability benefits and will have a third party medical assessment (performed by the Library's benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for employees under age 65 who are applying for Long Term Disability benefits.

If an employee is approved for Long Term Disability benefits based on medical evidence, the employee will be provided with seventy-five per cent (75%) of their basic salary at date of illness for a maximum period of two (2) years, including the six (6) month qualifying period (subject to the limitations contained in this article) from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. After completion of the two (2) years' disability period, the employee will retire from the Toronto Public Library.

If an employee returns to work prior to the completion of the two (2) year period and becomes ill again, they will only

be eligible if they are off ill for a maximum of another six (6) month continuous period, after being reassessed, and approved. If the above criteria are met, they would receive seventy-five (75%) of the pre-illness salary for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age 65 and the two (2) year maximum.

- (iii) Where an employee over the age of sixty-five (65) goes off on illness and does not have sick credits banked or coverage under the IIP, the employee will be reported off ill with no credit/no pay and be eligible to apply for sick benefits with Employment Insurance for the first six (6) months or period of no pay status.
- (iv) Employees who are younger than sixty-four and a half (64 ½) years of age, but who are sixty-three (63) or older, and who commence receipt of Long Term Disability benefits after ratification of this Collective Agreement will be entitled to benefits for two (2) years from the date they became disabled, and will be assessed in accordance with Article 28.07 (a)(ii) (Retirement date for employees currently collecting Long Term Disability). Eligibility of these employees will be subject to the ongoing obligations respecting continued eligibility for Long Term Disability benefits as outlined in Article 28.07 (a)(ii) (Retirement date for employees currently collecting Long Term Disability). Employees who are less than 63 years of age when they become disabled will be eligible for Long Term Disability benefits until they reach age 65.
- (v) Notwithstanding anything else contained in this Article, employees will not be eligible for Long Term Disability benefits beyond the end of the month in which they attain seventy (70) years of age, and all Long Term Disability Benefits shall cease at that time.

(b) **OMERS regulations**

- (i) The two (2)-year Library funded disability period would be considered 'Approved Leave of Absence' with respect to OMERS. The employee will have the option to buy back this period from OMERS at her expense.

- (ii) If the employee chooses not to purchase this period, it will not be considered eligible service.

(c) **Dispute resolution mechanism**

In the event that a difference arises relating to the interpretation, application or administration of Article 28.07 (Long Term Disability benefits, age 65 to 69), either party shall have the right to process the matter through the dispute resolution mechanism set out in Article 16.06 (Promotions, vacancies and new positions – new position or reclassification) of the Collective Agreement.

28.08 Change in marital status and dependents

Each employee shall report any changes in marital status or increase or decrease in dependants without delay, and if failure to report any such changes results in any overpayment by the Board, the employee shall reimburse the Board in the amount of such overpayment.

28.09 Co-ordination of benefits

Employees shall be able to co-ordinate benefits.

28.10 Eligibility – permanent part-time employees

A permanent part-time employee of the Board who has completed her probationary period shall be eligible to purchase Medical, Dental, Long-Term Disability and Group Life and Accidental Death and Dismemberment Insurance benefits at a cost of forty percent (40%) of the premium cost of said benefits and the Board shall pay sixty percent (60%) of the said benefits. The employee's share of forty percent (40%) of the benefits cost shall be deducted from the employee's pay cheque. For the purposes of Long-Term Disability and Group Life and Accidental Death and Dismemberment Insurance, the basic salary for a part-time employee shall be her normal hourly rate times the number of hours per month she is normally scheduled. This provision is in effect until the last day of the month in which the employee becomes seventy (70) years of age.

28.11 Change in classification on temporary basis

A permanent part-time employee who is appointed to a temporary full-time position or who works thirty-five (35) hours per week for a period in excess of three (3) months shall have:

- (i) the benefits described above paid one hundred percent (100%) by the Board for each full month of employment in the temporary position; or
- (ii) the option to receive ten percent (10%) pay on all hours worked in lieu of benefits.

Clarity note:

The three (3) month qualifying period for an employee working thirty-five (35) hours per week for a period in excess of three (3) months may include no more than three (3) days of absence of scheduled hours due to illness or injury.

28.12 Benefits for active employees age seventy (70) and thereafter

A permanent full-time employee of the Board who is age seventy (70) or older shall be entitled to the benefits as outlined in Schedule 28.12 upon completion of her probationary period as set out in Article 17.02 (b) (Seniority – probation).

A permanent part-time employee of the Board who is age seventy (70) or older and who has completed her probationary period as set out in Article 17.02 (b) (Seniority – probation) shall be eligible to purchase the benefits outlined in Schedule 28.12 at a cost of forty percent (40%) of the premium cost of said benefits and the Board shall pay sixty percent (60%) of said benefits. The employee's share of the forty percent (40%) of the benefits cost shall be deducted from the employee's pay cheque.

LIFE INSURANCE Coverage	\$20,000 effective the first month following the employee's seventieth (70 th) birthday
AD&D	\$20,000
SICK LEAVE	1.5 days per month or IIP coverage, as applicable
LTD Coverage	Nil
HEALTH	In accordance with Article 28.03
DENTAL	In accordance with Article 28.04

28.13 Retiree benefits

(a) Early retiree benefits – permanent full-time employees

- (i) A permanent full-time employee, who is covered for benefits in accordance with Article 28.13 (b) and (c) prior to electing early retirement (prior to attaining age sixty-five (65)), will be entitled to the benefits provided for in Articles Article 28.03 (Extended health care), 28.04 (Dental benefits), 28.13 (d) (Retiree benefits – group life insurance), and excluding Article 28.03 (v) (one time only laser eye surgery benefit) and Article 28.04 (c) (Orthodontic procedures). In order to qualify, an employee must retire on pension. Coverage ceases at the end of the month in which the employee turns sixty-five (65).

The Board will provide for all permanent full-time employees, who have elected early retirement, by contract with an insurer selected by the Board, an Extended Health Care Plan which will provide extended health care and dental benefits as set out in Articles 28.03 (Extended health care), 28.04 (Dental benefits), 28.13 (d) (Retiree benefits – group life insurance), and excluding Article 28.03 (v) (one time only laser eye surgery benefit) and Article 28.04 (c) (Orthodontic procedures). The Board shall pay one hundred percent (100%) of the premiums.

(ii) **Early retiree benefits – permanent part-time employees**

In accordance with Article 28.13 (b) and (c), all permanent part-time employees who participate in the Extended Health Care Plan and Dental Benefit as set out in Articles 28.03 and 28.04, and who have taken early retirement and are eligible under the plan the Board will provide coverage at a rate equivalent to full-time coverage with sixty percent (60%) of the premium cost paid by the Board of said benefits and the employee paying forty percent (40%) of the said benefits. The Extended Health Care Plan and Dental Benefit excludes Article 28.03 (v) (one time only laser eye surgery benefit) and Article 28.04 (c) (Orthodontic procedures). Coverage ceases at the end of the month in which the employee turns sixty-five (65).

(b) **Early retiree benefits – predecessor library service (Burkett Award)**

- (i) A full-time employee who has at least ten (10) years of credited pension service with the Board, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in Article 28.03 (Extended health Care), 28.04 (Dental benefits), 28.13 (d) (Retiree benefits – group life insurance), and excluding Article 28.03 (v) (one time only laser eye surgery benefit) and Article 28.04 (c) (Orthodontic procedures), at Board cost, until such employee attains the age of sixty-five (65) years. Such benefits will be effective upon the date on which the employee actually retires.

An employee hired prior to July 23, 2005 and who at retirement does not have ten (10) years of credited pension service with the Board including predecessor service, shall be entitled to the benefits as outlined in clause (i) above, at Board cost, up to and including the last day of the month in which her sixty-fifth (65th) birthday occurs.

- (ii) For all permanent part-time employees who have at least ten (10) years of credited pension service with the Board, including predecessor service, and who participate in the Extended Health Care Plan and Dental Benefit as

set out in Articles 28.03 (Extended Health Care) and 28.04 (Dental Benefits), excluding Article 28.03 (v) (one time only laser eye surgery benefit) and Article 28.04 (c) (Orthodontic procedures), and who have taken early retirement and are eligible under this plan, the Board will provide coverage at a rate equivalent to full-time coverage with sixty percent (60%) of the premium cost paid by the Board of said benefits and the employee paying forty percent (40%) of the premium of the said benefits. Coverage ceases at the end of the month in which the employee turns sixty-five (65).

(c) Early retirees – eligible dependants

Article 28.13 (a) and (b) shall apply to the eligible dependants of an early retiree. Such dependants are defined as follows:

- an employee's spouse including same-sex partner;
- an unmarried child of the employee or the employee's spouse who is:
 - dependent on the employee for support; and
 - under twenty-one (21) years of age (up to and including twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support); or
 - incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21) (up to and including twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support).

(d) Group life insurance

(i) Early retirees

The Board will provide Group Life Insurance in the amount of \$5,000.00 which will be payable, on the death of the early retired employee, and to employees on LTD upon the attainment of age sixty-five (65) or in accordance with Article 28.07 (Long term disability benefits), to the designated beneficiary. The Board shall pay one hundred percent (100%) of the premiums.

(ii) **Normal age retirees**

The Board will provide Group Life Insurance in the amount of \$5,000.00 which will be payable, on the death of the retired employee, and to employees on LTD upon the attainment of age sixty-five (65) or in accordance with Article 28.07 (Long term disability benefits), to the designated beneficiary. The Board shall pay one hundred percent (100%) of the premiums.

(e) **Death of eligible employee prior to taking early retirement**

Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of her death, the employee's spouse shall be eligible for the benefit coverage as set out in Article 28.13 (a) and (b) for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years.

(f) **Change in marital status and dependents**

Each retiree shall report any changes in marital status or increase or decrease in dependants without delay, and if failure to report any such changes results in any overpayment by the Board, the retiree shall reimburse the Board in the amount of such overpayment.

Note: any employee or retiree from the former Locals 1996 and 1003 who is eligible for or in receipt of retiree benefits beyond age sixty-five (65) as of March 2, 2000, shall continue to be eligible for said benefits.

28.14

Joint Benefits Committee

The parties agree to meet as the Joint Benefits Committee to discuss issues arising from the benefits plan, at least two (2) times per year.

The Committee will consist of three (3) representatives from each of the Union and the Board. One member from the Union and Board will be selected as the Co-chairs of the Committee.

The Union members of the Committee shall have one (1) hour preparation time before the meeting, paid by the Board.

28.15 Employee Assistance Program

The Board and the Union agree that an external provider will provide Employee Assistance Program (EAP) services to the Library, and that the provider shall be Family Services unless otherwise jointly agreed. Participation in the EAP is voluntary.

The Board shall provide educational workshops for all staff about mental health issues in the workplace.

ARTICLE 29 – WORKPLACE SAFETY AND INSURANCE BENEFITS

Memorandum Item:

For the purposes of Article 29, and to distinguish between the Workplace Safety and Insurance Board and the Library Board, the term "Employer" will be used to refer to the Library Board.

29.01 Employer action/allocation of surplus

Where in an action arising out of an accident to an employee of the Employer coming within the 4948 bargaining unit, the Employer recovers from a third person as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for the Employer, the surplus amount shall be allocated to the employee or her dependants by the Employer in accordance with the requirements of the *Workplace Safety and Insurance Act, S.O. 1997*.

29.02 Employee action/undertaking to reimburse sick pay

Where an employee, who is injured in circumstances in which she may be entitled to compensation under the *Workplace Safety and Insurance Act*, elects to claim against a third person, she shall, as a condition of receiving sick pay, agree to provide in writing an undertaking to reimburse the Employer out of the proceeds of any settlement or judgement, exclusive of costs, upon such claim, the amount of money equivalent to the value of such sick pay and Workplace Safety and Insurance Board Benefits as the case may be, and upon her

having made such reimbursement, her accumulated sick pay shall be restored accordingly.

29.03 Interim payment/denied claim

- (a) Where an employee who is injured on duty with the Employer 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, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the *Workplace Safety and Insurance Act*, shall, provided she has qualified for sick pay in accordance with Article 24 (Sick leave), or a full-time employee who has exhausted her sick credits, shall be paid an amount equal to her full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.

The full net pay of an employee shall be determined by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.

- (b) If the employee's claim is denied and the employee has otherwise qualified for sick pay, the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 24 (Sick Leave).

29.04 Payment after claim approved

Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with the *Workplace Safety and Insurance Act*, the employee shall continue to receive the full net pay amount as defined in Article 29.03 (Interim payment/denied claim). Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board.

29.05 Maintaining net pay

If the employee is unable to return to work after a claim is approved, she shall receive:

- (1) the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board;
- (2) for those who qualify for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, in accordance with Article 24 (Sick Leave), the remainder of the net pay amount from the Employer. From the portion the employee is receiving from the Employer, the following deductions shall be made:
 - (i) the employee's pension contribution;
 - (ii) if applicable, the employee's Extended Group Life Insurance Premiums;
 - (iii) and any further deductions required by law.

If an employee continues on WSIB after the first day of the fifth month following the date of disability, the employee shall select one of the following pension options:

1. Option A – Continue enrolment in OMERS as if the employee was at work and make the necessary pension contributions from the remaining amount paid to the employee by the Employer. (Note: This will leave a net balance approximately equal to an employee's normal take-home pay, and the employee's pension will be the same as if the employee had been actively at work throughout the period).
2. Option B – Select the OMERS disability waiver of contributions and therefore the Employer and the employee shall not make OMERS contributions on the employee's behalf. (Note: this may increase the employee's take-home pay. However, for pension calculation purposes, the deemed waiver earnings and the Year's Maximum Pensionable Earnings (YMPE) are indexed like the OMERS pensions. The annual increases to the deemed earnings may not match the negotiated increases received.)

No deductions will be made from the sick bank of an employee who received payments under Articles 29.03 (a) (Interim payment/denied claim) and 29.05 (Maintaining net pay).

29.06 Seniority and benefits

An employee in receipt of a loss of earnings benefit in accordance with the *Workplace Safety and Insurance Act* who is not on layoff shall be considered to be an employee on the active payroll and:

- (a) continue to accrue seniority, service, vacation and sick pay credits; and
- (b) continue to be entitled to benefit coverage which shall be maintained by the Employer in the same manner as though the employee was at work; and
- (c) the foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.

29.07 Denied claim/recovery

- (a) Where the claim is not approved or where an employee receives monies in excess of her appropriate net pay amount, such excess shall be treated as an overpayment and the Employer shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the Employer any recovery consents required by law to give effect to such recoveries.
- (b) In the event of an overpayment, the Employer shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery schedule shall not exceed the maximum permitted by the *Wages Act, R.S.O. 1990*, as amended, unless the parties agree otherwise.

The Employer shall meet with the employee so that the employee may provide her input regarding an appropriate schedule of recovery. The employee may be accompanied by either her steward or other union representative at such meeting should she so request.

29.08 Approved claim/no sick pay

Employees who have not qualified for sick pay in accordance with Article 24 (Sick Leave) shall, if their Workplace Safety

and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.

29.09 Payment to end of shift

An employee who sustains a compensable injury and, as a result, must leave work before the end of her shift, on the day the injury occurred shall be paid to the end of the shift.

29.10 Alternate dispute resolution

The Employer and the Union agree to participate in the Alternate Dispute Resolution system currently operated by the Workplace Safety and Insurance Board and Workplace Safety and Insurance Appeals Tribunal.

29.11 Choice of health professional

Where an employee sustains a workplace injury, the employee is entitled to make the initial choice of health professional for the purpose of obtaining necessary and appropriate health care. Notwithstanding this entitlement, the parties recognize that the injury may require immediate health care from the first available health professional.

29.12 Entitlement to union representation

Where an employee is requested to meet with a representative of the Employer with respect to an illness or injury, the employee shall be advised she may be accompanied by a representative of the Union.

29.13 Joint Committee

Within thirty (30) days of ratification of the Collective Agreement, the Employer agrees to establish a joint committee, comprising of three (3) representatives from the Employer and three (3) representatives from the Union to discuss and develop protocols for the referral of employees to third party medical/ functional assessments by the Employer.

Prior to the renewal of any existing contracts with providers of third party assessments, the joint committee will review, assess

and make recommendations with respect to the renewal of the contract(s) or selection of alternative provider(s).

ARTICLE 30 – HEALTH AND SAFETY

30.01 Joint Union/Board responsibility

The Union and the Board shall co-operate in promoting and improving practices in the workplace to provide a safe and healthful environment in which to work. The Union and the Board agree to work together to implement appropriate remedies and initiate preventive measures in order to reduce or eliminate health hazards and personal injuries in the workplace and to provide safe and healthful working conditions for all employees.

30.02 Compliance with occupational health and safety laws

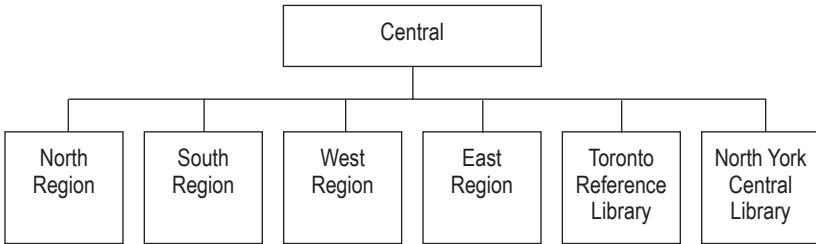
The Board and the Union will comply with occupational health and safety laws. Should there be amendments to occupational health and safety laws, the parties will meet to discuss such amendments.

30.03 Central and Regional Joint Committees

The parties agree to form Central and Regional Joint Committees for the purpose of addressing and resolving health and safety matters for Library employees, including but not limited to:

- Joint Health and Safety Committees' Terms of Reference;
- Hazard identification and prevention programs;
- Health and safety training;
- Work site inspections; and
- Detection of health and safety hazards.

30.04 Structure and roles of Joint Occupational Committees



Membership Structure

Central Committee

- There shall be a Central Joint Health and Safety Committee which shall meet at least once every two (2) months or as required or at the call of the Co-Chairs.
- Comprised of twelve (12) Regional Co-Chairs consisting of six (6) Worker representatives or designates and six (6) Management representatives or designates.
- Co-Chairs of the Central Committee are to be selected from the Central Committee membership.

Regional committees

- All Regional Joint Health and Safety Committees shall meet at least once a month, unless otherwise agreed by the Co-Chairs.
- A membership of eight (8) consisting of four (4) Worker representatives with two (2) alternates and four (4) Management representatives with two (2) alternates. Membership would represent various districts/functional areas within the Region.

30.05 **Equipment and training in emergencies**

Employees, as determined by the parties, shall be provided equipment and instructed in proper radio/cellphone procedures in cases of emergency.

30.06 No working alone in branches

No employee in a branch shall work alone during hours open to the public. The Labour-Management Committee shall investigate situations where employees may be required to work alone in isolated areas.

30.07 Information

All incident reports for the region shall be provided to the appropriate Co-Chairs of the Regional Committee, and all incident reports will be provided to the Co-Chairs of Central Joint Health and Safety Committee. Incident reports will be sent electronically where feasible.

30.08 National Day of Mourning

The Board recognizes April 28th as the National Day of Mourning and will commemorate it with one (1) minute of silence at 11:00 a.m.

30.09 Video display terminals (VDTs)

- (a) Any employee who is pregnant and who is scheduled to work with Video Display Terminals (VDTs) shall, upon her request, be temporarily assigned to other duties within the bargaining unit. Such assignment shall be without loss of pay or benefits for the period between such request and the commencement of her leave of absence as provided in Article 25.09 (Leave of absence – pregnancy leave).
- (b) When an employee produces medical certificates from two (2) medical practitioners which indicate that continuing work with VDT/CRT equipment may result in health damage, the Board will endeavour to reassign the employee to a position of equal value. One (1) of the two (2) medical practitioners will be designated by the Board, on condition that such medical practitioner agrees to examine the employee and make a report available within two (2) weeks of the employee's request to the Board.

- (c) The Board will provide training, as developed by the Central Joint Health and Safety Committee, for any employee using VDT/CRT equipment, for the safe operation of such equipment.
- (d) The Central Joint Health and Safety Committee will consider and make recommendations upon such matters as: anti-glare devices for such equipment; the testing of such equipment; ergonomic matters; providing employees with training manuals; and the length of hourly and daily exposure to VDT/CRTs.

30.10 Repetitive strain injuries

The parties agree that the Central Joint Occupational Health and Safety Committee (JOHSC) will give priority to identify preventive measures to address repetitive strain injuries in the workplace. These measures may include ergonomic assessment and training when recommended by the JOHSC.

The Board will commit thirty thousand dollars (\$30,000.00) in 2005 to conduct such studies for the purpose of providing the JOHSC with the necessary information to develop recommendations to reduce such injuries in the workplace.

30.11 Workplace violence prevention and response

(a) Commitment

The Board is committed to working with the Union to provide a safe work environment for all employees in accordance with the *Occupational Health and Safety Act*. The Board is committed to implement reasonable and practical measures and procedures to prevent, control and minimize the risk of workplace violence.

(b) Central Joint Health and Safety – Workplace Violence Prevention Sub-group

The sub-group will be the primary forum for discussions about workplace violence prevention and response issues. The sub-group will meet at least four (4) times per year or at the request of the Co-Chairs. The sub-group will make recommendations to the Central JHSC regarding violence prevention and response measures.

The Board shall share all information with regards to the tracking of workplace violence incidents with the sub-group.

(c) **Definition**

Violence: for the purpose of this article, includes but is not limited to physical acts (e.g. hitting, shoving, pushing, kicking, sexual assault) and any verbal threat, behaviour or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property, even in the absence of fear of immediate bodily harm.

(d) **Roles and responsibilities**

All employees are responsible for:

- (a) Maintaining a safe work environment, whenever possible;
- (b) Not engaging in or ignoring violent, threatening, intimidating or other disruptive behaviours; and
- (c) Reporting promptly to their supervisor any incident where the employee is subjected to, witnesses, or has knowledge of workplace violence, or has reason to believe that workplace violence may occur.

Directors are responsible for:

- (a) Communicating the Workplace Violence Prevention and Response Article and its procedures to all employees; and
- (b) Developing and monitoring the Crisis Prevention and Response Program, with processes for reporting, investigating, documenting and debriefing incidents of violence.

Managers are responsible for:

- (a) Communicating the Workplace Violence Prevention and Response Article and its procedures to all employees;
- (b) Participating in the Crisis Prevention and Response Program as required;
- (c) Conducting workplace violence hazard assessments and developing practical steps to minimize or eliminate

identified risks with Joint Health & Safety Committees and assigned Human Resources staff;

- (d) Ensuring workplace violence prevention and response training is provided;
- (e) Promptly investigating perceived risks of workplace violence according to Library policies and procedures and the Collective Agreement;
- (f) Advising the Co-chairs of the appropriate Regional Joint Health and Safety Committee (JHSCs) of incidents that result in personal injury or threat of personal injury in the workplace.

The Regional Joint Health and Safety Committees (JHSCs) are responsible for:

- (a) Participating with Managers and Human Resources staff in conducting workplace violence hazard assessments and providing recommendations to management to reduce or eliminate the risk of violence;
- (b) Reviewing all reports forwarded to the JHSCs regarding workplace violence that result in personal injury or threat of personal injury, or property damage and bringing reports to the attention of the Workplace Violence Sub-group as needed;
- (c) Participating in the investigation of workplace incidents that result in personal injury or threat of personal injury and critical injuries (e.g., incidents that place life in jeopardy, result in substantial blood loss, fracture of leg or arm, etc.);
- (d) Recommending corrective measures for the improvement of the health and safety of employees;
- (e) Responding to employee concerns related to workplace violence and communicating these to management; and
- (f) Referring investigation reports to the Central JHSC for review of the effectiveness of the Violence Prevention and Response Program, and recommend changes.

The Central Joint Health and Safety Committee (JHSC) is responsible for:

- (a) Receiving reports from Regional JHSC and the Workplace Violence Sub-group;

(b) Reviewing the effectiveness of Article 30.11 (Workplace Violence Prevention and Response) annually and recommending changes.

(e) **Immediate action by the Board**

Notwithstanding the foregoing, it is understood and accepted that the Board may take immediate action to deal with incidents of violence in the workplace and carry out its obligations under the Workplace Violence Prevention and Response Policy.

(f) **Crisis Prevention and Response Program**

The Board will have a Crisis Prevention and Response Program with the following mandate:

(i) **Crisis prevention**

- (a) Provide employees with training in the prevention, de-escalation and response to violent incidents and incidents with a potential to lead to violence;
- (b) Conduct workplace violence hazard assessments to determine whether the nature of the work or the work environment places, or may place, employees at risk of violence;
- (c) Review workplace violence hazard assessments periodically, and revise them as needed; and
- (d) Take all reasonable and practical measures to minimize or eliminate risks identified through workplace violence hazard assessments, workplace inspections, and the occurrence of incidents.

(ii) **Crisis response**

- (a) Respond to all reports of violence promptly, documenting known incidents of workplace violence and investigating and responding to them in accordance with Library policies and procedures, the Collective Agreement and the *Occupational Health and Safety Act*;
- (b) Create a Crisis Response Team of appropriate directors and management personnel which will

- provide support to a location or personnel in the event of a critical incident;
- (c) Take all reasonable and practical measures to protect employees, acting in good faith, who report workplace violence or act as witnesses, from reprisal or further violence; and
- (d) Provide training in response to incidents.

(iii) **Crisis follow-up**

- (a) Provide support and information to those involved in violent incidents;
- (b) Review and evaluate the effectiveness of crisis response; and
- (c) Based on crisis response evaluation, make recommendations that contribute to the implementation of preventive efforts.

(g) **Support for employees**

The employer shall offer EAP support to each employee affected by an incident of workplace violence in the event of a serious or critical incident, and will contact EAP as soon as possible.

NOTE: Concerns about the implementation of Article 30.11 (Workplace Violence Prevention and Response) may be discussed at Labour-Management Committee. Concerns related to the Rules of Conduct may be discussed at either the Central JHSC or the Workplace Violence Prevention Sub-group.

ARTICLE 31 – TECHNOLOGICAL CHANGE

31.01 No job loss or base earnings reduction

No employee with eleven (11) years' seniority or more shall have her employment terminated or base earnings reduced by the Board by reason of the introduction of technological changes which may include the alteration or withdrawal of mechanical and/or electronic process.

31.02 Notice, training and redeployment process**(a) Notice of intended change**

In the event of technological change with an impact as referred to in Article 32.01 (No job loss or base earnings reduction), the Board shall provide the Union with eighty (80) days' written notice of any intended technological change. The Board will make available to the Union relevant information which shall include proposed timetables, amended timetables as available, reasons for such change, the nature and scope of such change and the effects of such change on employees in the bargaining unit or positions in the bargaining unit and any other relevant information. The Union, should it wish to do so, may make representations in writing to the City Librarian, or designee, and/or the Board within forty-five (45) working days of receiving such notice from Management. The Board agrees that the Union as part of its representation may propose alternatives. Following the Union submission, Management will reply within twenty (20) working days of receiving the Union's submission as referred to above.

(b) Training

As a result of the implementation of any technological change, any and all training that may be required by these employees shall be provided for at the expense of the Employer. It is understood that there shall be no loss of any wages, premiums or benefits in accordance with Article 18.02 (Layoff, recall & redeployment – redeployment), by any employee taking such training.

(c) Redeployment process

The redeployment process, as set out in Article 18.02 (e), shall apply to an employee who is displaced or whose position is eliminated by reason of technological change.

31.03 Job security

- (a)** The Board agrees that any employee(s) with eleven (11) years' seniority or more, displaced from their positions by reason of technological change, contracting out, organizational change,

redeployment (including elimination of positions) or any other reason, shall not have their employment terminated as a result of any such action.

- (b) The Board further agrees that any training provided for any such displaced employees shall be discussed and agreed to with the Union. Employees unable to be retrained and not subject to layoff shall be placed in alternative work, in accordance with Article 18.02 (Layoff, recall & redeployment – redeployment).

ARTICLE 32 – EMPLOYMENT SECURITY – CONTRACTING OUT

32.01 Notice

The Board agrees to notify the Union in writing three (3) months in advance of any contracting out of work and further agrees to notify the Union of their intent to extend, renew or re-tender any existing contracts, sixty (60) days prior to expiration of those contracts, so as to allow the Union to make submissions to contract back in that work.

In the event employees are on layoff, the Board will meet with the Union to discuss the new, extended, renewed, or re-tendered contracts.

32.02 Meeting with Union

The Board will convene a meeting with the Union, within five (5) working days of delivery of written notification to the Union of its intention to contract out the work. The Board will at the meeting outline the type of work in question, and the reasons for the contracting out. The Board agrees at the meeting to provide all pertinent information to the Union with respect to the cost, and any other relevant information, which would allow the Union to make a complete submission to the City Librarian, or designee, or the Board. The Union shall make such a submission within forty-five (45) days of the delivery of the Board's information.

32.03 Displaced permanent employees

In the event the Board should contract out or privatize any bargaining unit work, no permanent employee with eleven

(11) years' seniority or more shall lose her employment with the Board by reason thereof. Permanent employees who are displaced from their jobs by reason of privatization or contracting out but who are not subject to layoff will be placed in other suitable employment with the Board in accordance with Article 18.02 (Layoff, recall & redeployment – redeployment).

32.04 No authorization

It is understood that this provision is not intended to authorize contracting out of any bargaining unit work.

32.05 Displaced employees – reassignment

Should employees be displaced from their jobs by reasons referred to herein, they shall be reassigned to work in accordance with Article 18.02 (e) (Layoff, recall & redeployment – redeployment).

32.06 Displaced employees – wage increases

It is understood that the preservation of wages referred to in Article 18.02 (e) shall not preclude employees from receiving any wage increases bargained or otherwise granted or awarded in any process.

32.07 Change in work methods

If and when the Board should alter the work method or methods now in effect, no permanent employee with eleven (11) years' seniority or more with the Board will have her employment terminated by reason thereof.

32.08 Training

Where, to perform the work, new or greater skills are required than are already possessed by affected employees, under the present methods of operation, such employees shall be afforded the opportunity to be trained by the Board at the expense of the Board in accordance with Article 18.02 (Layoff, recall & redeployment – redeployment). Such training shall be offered to employees in order of seniority.

32.09 Amalgamation

In the event that the Board merges or amalgamates with any other body, the Board endeavours to ensure that:

- (a) employees shall be credited with all seniority rights with the new employer;
- (b) all service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new employer;
- (c) where possible, conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers;
- (d) where possible, no employee shall suffer a loss of employment as a result of merger.

ARTICLE 33 – UNIFORMS AND CLOTHING ALLOWANCE

33.01 Clothing allowances

The Board agrees to provide clothing and allowances on the following basis.

Current job titles	Allowance
Caretaker, Carpenter, Electrician, HVAC Mechanic, Maintenance Mechanic, Maintenance Mechanic Lead Hand, Mechanic/Plumber, Painter, Shipper, Shipping and Receiving Clerk, Truck Driver	6 shirts annually and any combination of summer shirts, winter shirts, t-shirts and/or sweat shirts* 5 pairs of trousers (annual)* or shorts (Truck Driver only) 1 winter jacket (every 2 years on a replacement basis) 1 winter toque 1 spring jacket (every 2 years on a replacement basis) 1 pair of winter safety boots**, on a replacement basis 1 pair of safety boots** or 1 pair of safety shoes**, on a replacement basis gloves, as required hardhat, as required waterproof coat in vehicles and branches/departments, as required rubber boots in vehicles and branches/departments, as required summer and lined winter coveralls, as required

Current job titles	Allowance
Driver/Public Service Assistant [Mobile Library Services] Library Assistant [Mobile Library Services]	6 shirts annually and any combination of summer shirts, winter shirts, t-shirts and/or sweat shirts* 1 winter jacket (every 2 years on a replacement basis) 1 winter toque 1 spring jacket (every 2 years on a replacement basis) 1 pair of winter safety boots**, on a replacement basis 1 pair of safety boots** or 1 pair of safety shoes**, on a replacement basis gloves, as required waterproof coat in vehicles and branches/departments, as required 4 pairs of trousers (annually)* summer and lined winter coveralls, as required
Clerk-Caretaker	6 shirts annually and any combination of summer shirts, winter shirts, t-shirts and/or sweat shirts* 1 winter jacket (every 2 years on a replacement basis) 1 winter toque 1 spring jacket (every 2 years on a replacement basis) 1 pair of winter safety boots**, on a replacement basis 1 pair of safety boots** or 1 pair of safety shoes**, on a replacement basis gloves, as required waterproof coat in branches/departments, as required rubber boots in branches/departments, as required summer and lined winter coveralls and/or smocks, as required
Theatre Liaison Officer	1 pair of safety shoes** or 1 pair of safety boots** (on a replacement basis)
Information Technology	1 pair of safety shoes** or 1 pair of safety boots**, as required (on a replacement basis) hardhat, as required

**bi-annual for part-time employees*

***boots/shoes C.S.A. approved as agreed to by the parties*

Memorandum Item:

"On a replacement basis" means as the items are worn out and need replacement.

Any issues arising pertaining to Personal Protective Equipment (PPEs) may be referred to the Labour-Management Committee for discussion/resolution.

Where an employee requests an exemption from wearing the uniforms as provided above, the issue will first be discussed at Labour-Management Committee.

The employer will provide ultra-violet (UV) sunscreen product in branches/departments to employees required to work outdoors.

33.02 Probationary employees

Upon successful completion of probation, an employee shall immediately receive all of the above, as applicable.

33.03 Safety shoes

- (a) The wearing of safety shoes, as provided under this clause, is compulsory unless an employee provides the Board with a medical certificate stating the wearing of such shoes is medically inappropriate for her and provided the Board is not required by law to have safety shoes worn by such employee. Where an employee is relieved of wearing safety shoes on medical grounds, shoes will not be replaced for the duration of the medical exemption.
- (b) Safety shoes will be provided to permanent employees who post into a temporary position in a classification that requires safety shoes. In such circumstances, shoes will be replaced not more frequently than every four years, or on a replacement basis.

33.04 Smocks

Smocks will be provided according to needs in locations, the numbers to be determined by the Labour-Management Committee.

33.05 Maintenance of shared clothing

The Board will be responsible for maintaining the supply and condition of the smocks and any other shared clothing.

33.06 Canadian and union made

The Board will purchase uniforms which are Canadian and union made, where supplies exist.

ARTICLE 34 – GENERAL CONDITIONS**34.01 Bulletin boards**

The Board shall provide bulletin boards for the use of the Union which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees; such notices shall be signed or approved by the Union.

34.02 No strikes – no lockouts

- (a) In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that, during the life of this Agreement there will be no strike, and the Board agrees that there will be no lockout. The words “strike” and “lockout” shall be defined by the *Ontario Labour Relations Act (1995)* as amended.
- (b) The Union further agrees that it will not involve any employee of the Board, or the Board itself, in any dispute which may arise between any other employer and the employees of such other employer.

34.03 Employee change of address

It shall be the responsibility of every employee to advise the Board of any changes in her name, address or telephone number. The Board shall rely on the most current information provided by the employee.

34.04 Electronic monitoring

Electronic monitoring shall not be used as the major method in evaluating the work performance of an employee.

34.05 Job share

(a) Definition	<ul style="list-style-type: none"> • A job share is a permanent full-time position shared equally by two (2) people.
(b) Eligibility	<ul style="list-style-type: none"> • Permanent full-time bargaining unit members; • Both members must hold permanent positions in the same classification.
(c) Cap	<ul style="list-style-type: none"> • A maximum of twenty (20) jobs may be job-shared at any one time.
(d) Initiating a job share proposal	<ul style="list-style-type: none"> • All eligible bargaining unit members may propose a job-share agreement on a system-wide basis; • Employees wanting to job share would advise their Manager; • Proposed location of the job share would be one of the two permanent locations held by either job share partner. The location would be mutually agreed upon by both job share partners subject to the agreement of Management; • Such request shall not be unreasonably denied; • All requests for job share, both approved and declined, will be brought forward to the Labour-Management Committee; • Job share requests will be reviewed by Management on a case-by-case basis and approval is subject to operational and service requirements.
(e) Trial period	<ul style="list-style-type: none"> • A six (6)-month trial period would be in effect for both bargaining unit members to assess whether or not the job-share should be deemed permanent; • Any party may discontinue the arrangement with one (1) month's written notice during the trial period; • Both employees in the job share relinquish their claim to their former positions after this six (6)-month period.
(f) Leaving a job share on a permanent basis	<ul style="list-style-type: none"> • Members in permanent job share arrangements, who have completed the six (6) -month trial period, have the option to post into another position in accordance with the Collective Agreement if they wish to discontinue a permanent job share arrangement.

(g) Posting out/ resignation/ termination/ retire-ment	<ul style="list-style-type: none"> • If one-half of a job share leaves the position on a permanent basis, the remaining job share partner would be offered first refusal on the full-time position. If the remaining job share partner declines to fill the position on a full-time basis, the position should revert to full-time and the remaining job sharer will have the option of laterally transferring to an available part-time position; • There would be a six (6)-month grace period for the remaining job share partner to make plans.
(h) Leaving a job share on a temporary basis	<ul style="list-style-type: none"> • Employees in a permanent job share arrangement, who have completed the six (6) month trial period, have the option to post into temporary positions in accordance with the Collective Agreement; • An employee who posts into a temporary full-time position shall be granted the benefits and entitlements of full-time status in accordance with the Collective Agreement for the period of the temporary position. For the period of the temporary full-time position: <ul style="list-style-type: none"> • seniority shall accrue as a full-time employee; • the employer shall pay one hundred percent (100%) of the premium costs for medical benefits (extended health and dental), group life and LTD; • the following entitlements are accrued on a full-time pro-rated basis: vacation, holiday/statutory, sick, family responsibility/medical and emergency/legal/personal leaves. • At the end of the temporary full-time assignment, the employee may return to the job share or have the option to post into another position in accordance with the Collective Agreement.
(i) Seniority	<ul style="list-style-type: none"> • Seniority would accrue at fifty percent (50%) the rate of a full-time member; • Seniority rights identified in the Collective Agreement would be exercised individually except in the Hours of Work Provision (discussed later); • No seniority would be accrued for Sunday work or overtime.

(j) Benefits	<ul style="list-style-type: none"> • All benefits tied to full-time status would be applied on a pro-rated basis, including vacation, holiday/statutory, sick, family responsibility/medical and emergency/legal/personal leaves; • Medical benefits (extended health and dental) would be split fifty-fifty (50-50) with the Board with each job sharer assuming fifty percent (50%) of the cost; • Group Life and LTD would be adjusted on a pro-rated basis.
(k) Hours of work	<ul style="list-style-type: none"> • Hours scheduled would be split on a fifty-fifty (50-50) basis; • Both job sharers would apply as 'one' for the purposes of exercising seniority in shift selection. The job sharers' seniority would, for the purposes of shift selection only, be exercised jointly. The seniority date of the senior job sharer would be the seniority date used for both job share members.
(l) Overtime	<ul style="list-style-type: none"> • Overtime provisions would apply on an individual basis in accordance with the Collective Agreement (i.e. on a standard shift, any time worked in excess of thirty-five (35) hours in a pay period or seven (7) hours in a day); • Job sharers could apply for Sunday work in accordance with the Collective Agreement, but those hours worked would not be counted towards seniority; • Union Representative job sharers attending joint meetings between Management and the Union outside of their scheduled hours would be paid at straight time.
(m) Wages	<ul style="list-style-type: none"> • Rates remain in accordance with the wage schedules in the Collective Agreement; • Wage step increments continue on an individual basis.
(n) Individual job share agreements	<ul style="list-style-type: none"> • The individual job share agreements will form part of the Collective Agreement.

34.06 Transportation**(a) Personal vehicle – allowance**

Whenever an employee is required and authorized or is requested and agrees to use her automobile on business of the Board, the Board shall pay to such employee an allowance of fifty-two (52) cents per kilometre travelled, or such greater amount provided by the Board, in the course of transacting the business of the Board.

In the event that the Canada Revenue Agency increases the eligible non-taxable amount per kilometre allowance rate, the Board shall increase the rate effective the first pay period in the month following such increase.

(b) Meterage claims

Meterage claims may be made either bi-weekly each pay period, in cases of regular use, or at least monthly. All claims must exclude the distance travelled to and from work and be authorized by the Department Director or designate. Where staff go directly from home to an alternate work location, the employee shall be reimbursed only for the additional distance travelled, beyond the regular distance from home to the employee's regular work location.

(c) Business parking

Parking fees related to business meetings shall be reimbursed for actual cost with the submission of original and approved receipts. Claims may be made via petty cash, bi-weekly through payroll, or at least quarterly, within the calendar year the expense is incurred.

(d) Form T2200

Upon request, the Board will provide the T2200 (Declaration of Conditions of Employment) for those employees who use their personal vehicles in the course of work.

(e) **Public transit**

Whenever an employee is required to use the public transportation system in the course of her duties, such employee shall either be provided with or reimbursed for public transit fare.

34.07

Staff development

The parties share an interest in supporting staff career development at Toronto Public Library. Staff career development includes opportunities to develop new skills or upgrade skills and to develop qualifications, education and knowledge.

(a) **Board-initiated courses**

If the Board enrolls an employee in a course, enrolment shall be at the Board's expense with no loss of pay or benefits for the employee.

(b) **Employee-initiated courses – tuition reimbursement**

The Board may grant to an employee, upon application, subsidization for job-related courses. If granted, the Board will pay up to seventy-five percent (75%) to a maximum of \$1,000.00 of the tuition cost of the course if successfully completed by the employee. The actual amount any one individual may receive will be based on the available budget and the principle of equitable access to available funds. Any unspent money from any year's budget will be re-distributed equitably among the approved requests to a maximum of 100% of the tuition cost.

(c) **Annual Labour-Management meeting**

There shall be an annual Labour-Management meeting to discuss issues and plans related to staff training and development.

34.08 Gender and plural

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

34.09 Loss of licence or certification

In the event that any employee loses any licence or certification required for her employment, the Board shall provide alternative employment which the employee is able to perform.

ARTICLE 35 – MODIFIED WORK PROGRAM**35.01 Rate of pay****(a) Permanent modified work**

Employees who are placed in a permanent alternate position, due to an occupational injury/illness (as defined by the Workplace Safety and Insurance Board), will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned. If the pre-injury rate of pay is higher than the relocated position rate, then the pre-injury rate is to be maintained. It is understood that the pre-injury rate is subject to all wage increases negotiated.

Employees who are placed in a permanent alternate position, due to non-occupational injury or illness, will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned.

(b) Temporary modified work

While participating in a temporary modified work program, the employee will be eligible:

For the hours worked:

- 100% of her regular rate of pay or the rate of the position whichever is greater for the duration of the temporary modified work program and it is subject to regular reviews.

Or for hours not worked:

- use available sick credits and entitlements in accordance with the Collective Agreement; or
- receive insurance coverage through WSIB, LTD or a private carrier subject to their regulations.

Note: Refer to Appendix II, Modified Work Program

35.02

Joint Modified Work Committee

The parties agree to meet as the Joint Modified Work Committee to review and oversee the Modified Work Program, at least four (4) times per year.

The Committee will consist of a minimum of three (3) and a maximum of five (5) representatives from each of the Union and the Board. One member from the Union and Board will be selected as Co-Chairs of the Committee. The Union members of the committee shall have two (2) hours' preparation time before the meeting, paid by the Board.

The Union will designate the Union representatives to perform the functions identified in Appendix II, Modified Work Plan. Time absent from work to carry out the responsibilities of the Union representative as outlined in Appendix II will be paid by the Board.

The Board shall offer a modified work training program each year for all supervisors, managers, and Union representatives involved in the Modified Work Program. The training shall be advertised in the Training Calendar.

ARTICLE 36 – LEGAL EXPENSES

36.01

Charge or complaint involving professional discipline

Where an employee is charged with an offence under the *Criminal Code*, the *Highway Traffic Act* or other Statute(s) or is charged or has a complaint laid against her which may result in discipline by her professional regulating organization arising out of an act done in the performance of her duties:

- (a) The employee charged shall, in the first instance, be responsible for her own defence including the retaining of legal counsel or paralegal.
- (b) If the employee is acquitted and her legal costs do not exceed twenty-five thousand dollars (\$25,000.00) the Director of Administration shall be authorized to reimburse the employee for such costs on the approval of the City Librarian.
- (c) Where an employee is acquitted and her legal costs exceed twenty-five thousand dollars (\$25,000.00) for the payment of such fees, approval shall not be unreasonably withheld by the Board. The account must be in accordance with recognized professional practices.

Note: The term "acquitted" shall be taken to be the same as a dismissal of the charge(s) or complaint(s) or any other disposition where the employee is not determined to be guilty or liable.

36.02

Other actions against employee

Where an action or other proceeding is brought against an employee of the Board, which in the opinion of the Board arises out of acts or omissions done or made by such employee in her capacity as an employee of the Board, the Board may pay damages or costs awarded against such employee or legal expenses incurred by her as may be determined by the Board as provided for by the *Municipal Act, 2001, S.O. 2001, c.25*, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Director of Administration immediately with respect to such action or proceeding.

36.03

Reimbursement by Board

In the event the Board reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated at her regular rate of pay for the time lost from her regular working schedule as a result of being required to attend court or appear before her professional regulating organization.

36.04 Professional insurance to be exhausted first

Where the employee is provided with insurance to cover her legal expenses by reason of her membership in her professional regulating organization or association, she must exhaust those rights first before being eligible for reimbursement for her legal expenses pursuant to this Article.

36.05 Standard letter

The Board agrees to produce a standard letter, approved by the Union, for the use of employees charged with an offence for an act(s) done while performing her duties for the Board. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline the Board's policy on payment of legal fees for the information of employees and legal counsel she may retain. In those cases where an employee is named as a party, defendant in a civil action or proceeding, such letter will be provided to the employee upon her request.

ARTICLE 37 – COPIES OF AGREEMENT**37.01 Printing and distribution**

The Board and the Union desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Board shall print the Agreement within ninety (90) days of signing, and issue one (1) copy to each employee; such additional copies as may be agreed at the time of printing will be printed. The Board shall endeavor to print the Collective Agreement at a union shop.

ARTICLE 38 – TERM OF AGREEMENT**38.01 Term of agreement**

This Agreement shall be effective January 1, 2012, and shall continue in force and effect until December 31, 2015, and shall automatically renew itself from year to year thereafter unless either party gives written notice to either party within sixty (60) days prior to the termination date of the Collective Agreement that it desires to amend the Agreement.

38.02 Retroactivity

The Board agrees that retroactivity shall be payable to those employees who have resigned, retired, become eligible for Long-Term Disability Insurance, or to the estate of an employee who has died since the effective date of this Agreement.

Memorandum Item:

The parties agree to a four (4)-year term from January 1, 2012 to December 31, 2015 with wage adjustment increases as follows:

<i>January 1, 2012</i>	<i>0.0%</i>
<i>January 1, 2013</i>	<i>0.225%</i>
<i>January 1, 2014</i>	<i>1.75%</i>
<i>January 1, 2015</i>	<i>2.25%</i>

Lump Sum Payment

January 1, 2013 1.5% Lump Sum payment

Note: Refer to Schedule "A" for the 2012-2015 wage scales.

The lump sum, which becomes payable after January 1, 2013, shall be pro-rated on the basis of all hours worked excluding Sundays and overtime, by the employee in the preceding calendar year and based on the rate of the position held by the employee for the majority of the year 2012. The lump sum payment shall be paid by February 15, 2013.

An employee must be in the employ of the Board on January 1, 2013 in order to receive the lump sum payment.

The lump sum payment does not form part of the employee's base salary and is not pensionable and is subject to normal statutory deductions and union dues.

For the purpose of clarification, all employees who have left the employ of the Board for whatever reason and employees who may have been laid off, shall be eligible for retroactive base pay wage increases on the basis of all hours worked.

Notice:

In accordance with the arbitration award from Maureen K. Saltman, dated May 5, 2011, the Union gave notice to enforce the Collective Agreement with respect to compensation for the After Hours Attendant (AHA) position. The AHAs are permanent part-time employees entitled to all of the rights and benefits of a permanent part-time employee in accordance with the Collective Agreement, including, but not limited to: vacation pay (Article 23.08), pay in lieu of sick credits (Article 24B.03), and holidays (Article 22.01 (d)).

LETTERS OF AGREEMENT, UNDERSTANDING, AND INTENT

The parties agree that all Letters of Understanding, Agreement and Intent which are negotiated in this round of collective bargaining shall form part of the Collective Agreement and, as such, shall be subject to the Grievance and Arbitration process.

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Letter of Agreement Number 1

Re: Part-time to full-time conversion

Permanent employees without permanent positions

The parties agree to establish Permanent Employees without Permanent Positions. It is agreed and understood these employees without permanent positions are full-time employees who are hired on a permanent basis without a permanent position.

The terms and conditions of the Permanent Employees Without Permanent Positions (PEWPP) are outlined below:

1. Permanent Employees without Permanent Positions will be posted and filled in accordance with Article 16.01 of the Collective Agreement.
2. The classifications of PEWPPs shall consist of: four (4) Public Service Assistant positions, four (4) Librarian positions and two (2) Library Assistant positions.
3. The posting notice will identify the Area or Division to which the Permanent Employee without Permanent Positions will be assigned, along with the home location where they will be working under the direction of a designated supervisor as well as the base schedule. It is understood that PEWPPs may be required to work in any location in the Area or Division in addition to the home location.
4. Successful candidates in postings for the Permanent Employees without Permanent Positions, will perform the duties and earn the wage rate of the posted position.
5. Successful candidates in postings for the Permanent Employees without Permanent Positions, will be confirmed as permanent full-time employees of the Toronto Public Library Board from the date of their appointment unless the employee successfully posts into another position under Article 16. As permanent full-time employees, successful candidates in postings for the PEWPP will be members of the bargaining unit and as such enjoy all rights and privileges of the Collective Agreement, unless otherwise indicated in this Letter of Agreement.
6. The following articles of the Collective Agreement shall not apply to Permanent Employees without Permanent Positions: Articles 19.01; 19.06 (a); 19.11.
7. The normal thirty-five hour work week for Permanent Employees without Permanent Positions shall consist of days of not more than seven (7) consecutive hours broken by a one (1) hour unpaid meal period and

one (1) fifteen (15)-minute rest period each half shift. The normal work week shall include not more than two (2) evenings after 6:00 p.m. Five (5) of the positions shall include not more than alternate Saturdays and five (5) of the positions shall be every Saturday. Where an employee's regular schedule is to be changed, the employee shall receive reasonable notice. Only in exceptional circumstances will employees be scheduled in more than two (2) locations in a single workday.

8. Vacation approval shall be granted in accordance with Article 23 based on operational requirements for the home location.
 9. If a PEWPP position becomes vacant, it shall be reposted and filled in accordance with Article 16 of the Collective Agreement.
 10. This agreement shall not preclude the use of the Extra Hours list in any location where a Permanent Employee without a Permanent Position is assigned.
 11. It is understood that no new position of Permanent Employee without a Permanent Position shall be created.
-

Letter of Agreement Number 2

Re: National Day of Mourning and Violence in the Workplace Public Education Campaign

The parties agree to meet and develop a public education campaign in accordance with the principles outlined below:

1. The campaign will take place for one (1) week annually in conjunction with the National Day of Mourning on April 28th.
2. The goal of the campaign is to increase public awareness, and thank library users for maintaining a safe and respectful environment at the library.
3. Promotional material may include bookmarks, pamphlets and displays, and will acknowledge the participation of the joint parties.
4. The announcement for the commemoration of the National Day of Mourning will incorporate the theme of violence prevention.
5. The proposed program for the public education campaign will be reviewed with the City Librarian before February 28th each year.

Letter of Agreement Number 3**Re: In-sourcing of custodial work**

The parties agree that funding received for the in-sourcing of custodial work will result in amendments to Article 19 based on the following terms and conditions:

1. The parties shall negotiate hours of work to allow for after hours cleaning.
2. The job description for the position of Custodian is attached.
3. The hourly wage rate for the position of Custodian is \$20.35 (2008 rate).

**BARGAINING UNIT JOB DESCRIPTION**

JOB TITLE: Custodian
GROUP #:
LOCATION: Public Services, Support Services
DATE APPROVED:
DATE REVISED:
JOB SUMMARY:

Under the supervision of the designated supervisor, is required to carry out caretaking and janitorial duties in and around the building, and to perform other related duties as assigned.

DUTIES:

- Janitorial cleaning of specified areas, including tile and carpeted floors, cleaning of walls and furniture, dusting and waste disposal
- Washroom sanitation and replenishment of supplies
- Window cleaning – internal glass and display cases and external glass, not over ten feet in height
- Outside clean-up of grounds throughout the year, including snow removal, etc.
- Meeting room set-up
- Maintenance of internal plants (watering, cleaning, etc.)
- Assists with movement of material and equipment, e.g. filing cabinets, desks, cupboards, screens, etc.

QUALIFICATIONS:

- Minimum of Ontario Grade 10 education or equivalent
- Two years of experience in janitorial and caretaking work required
- Capable of lifting and moving heavy objects and doing inside and outside work throughout the year
- Valid Class "G" driver's licence
- Ability to read and understand work instructions essential
- Ability to establish and maintain cooperative working relationships.
- Must be available to work nights / weekend / overtime / on call duty.

Letter of Agreement Number 4**Re: Extended branch open hours**

The parties agree that funding received for late night library service hours past 8:30 p.m. and for expanded Sunday open hours will result in amendments to Article 19 based on the following terms and conditions:

1. Permanent late night positions will be created and posted in accordance with Article 16.01. Funding for late night hours shall be used to create new full-time and part-time jobs.
2. All hours beyond 8:30 p.m. shall be voluntary. Positions for these late night hours shall be posted in accordance with Article 16 and are not subject to the regular shift selection process (Article 19.06). With regard to hours of work issues for these positions, seniority shall apply. The late night positions are Monday to Friday only.
3. Some full-time positions will be created by combining new funding with existing part-time positions.
4. Full-time and part-time (including part-time page) employees who work any hours after 8:30 p.m. between Monday and Friday inclusive, shall be paid a premium of \$1.50 per hour. It is understood that shift premiums shall not be pyramided with overtime pay.
5. Open hours shall not extend beyond 10:00 p.m. Monday to Friday at District libraries and Research and Reference libraries. Sunday hours shall be within the bands of 12:00 p.m. (noon) to 5:00 p.m.
6. The Board will ensure that management staff will be available to be contacted during late-night service.
7. Suitable measures, including security guards, will be put in place to ensure the safety of all employees working beyond 8:30 p.m.
8. Full-time custodians in the bargaining unit may be introduced into locations with late-night hours.
9. There shall be staffing to provide reference and circulation services for all late night locations.

10. Expansion of Sunday service will be in accordance with Article 20.08 and at current rate of time and a half.
 11. Any concerns arising from late night service may be discussed at Labour-Management Committee.
-

Letter of Understanding Number 1

Re: Human Rights and Harassment Policy

The Human Rights and Harassment Policy negotiated in this Collective Agreement shall not be changed unless mutually agreed by the parties.

The Board shall make copies of the Policy available to all employees and representatives of the Union. The cost of printing copies of the Policy shall be at the Employer's expense.

Note:

The parties agree to review the Policy as required under the Ontario Occupational Health & Safety Act, R.S.O. 1990, CHAPTER O.1, to ensure compliance with the Act.

Letter of Understanding Number 2

Re: Retention of full-time positions

In recognition of the desirability of providing full-time work for Library employees, the parties agree that no more than ten (10) full-time positions may be considered for conversion to part-time positions over the life of this Agreement. It is further agreed that the Employer will advise the Union when contemplating the conversion of a full-time position. This paragraph is inoperable for the life of the Agreement. There will be no conversions of full-time to part-time positions during the term of this Agreement.

Letter of Understanding Number 3**Re: Study halls**

In the event that the Board wishes to implement study halls in any of its facilities, and the implementation of the said study halls may impact on the hours of work or working conditions of employees represented by the Union, the Board shall first meet with the Union to negotiate whatever amendments or exceptions to this Agreement that may be necessary to facilitate the implementation.

Letter of Understanding Number 4**Re: Grandparenting of part-time and Page sick leave provisions**

Notwithstanding Article 24 (Sick Leave), part-time and page employees who were employed by the former Toronto, East York, Metropolitan Toronto and Etobicoke Public Library Boards and who, at the date of ratification of this Agreement, had a sick leave bank and/or were eligible for sick pay gratuity, will be grandparented for the purposes of their sick leave bank and/or eligibility of the sick pay gratuity as follows:

- If a part-time employee or page, grandparented under this provision, changes permanently to a full-time position with no break in service, any unused sick bank may be carried forward to the full-time position and be vested in accordance with Article 24.

For Former Locals 1996 and 1003:

- Existing sick leave banks will be accessible to offset illness over and above the provisions of Article 24 (part-time and pages).
- Eligibility for vesting of sick leave bank (part-time only).

For Former Etobicoke Public Library, Locals 114, 771 and 1582:

- Existing sick leave banks will be accessible to offset illness over and above the provisions of Article 24.
-

Letter of Understanding Number 5

Re: Rate and job classification harmonization

The parties agree that “green-circling” under the arbitration award from Arbitrator Kevin Burkett will continue until the maximum rate for an employee’s classification equals or exceeds her “green-circled” wage rate.

Letter of Understanding Number 6

Re: Employment insurance rebates

In recognition of the inclusion of “restorative procedures such as fillings, amalgams, acrylic or composite”, in the Dental Plan, the parties agree that the current Employment Insurance Rebate shall be used as a source of funding for this benefit. If additional Employment Insurance Rebates become available, the parties will investigate whether such additional rebates can be used to purchase further improvements to the benefit plan.

Letter of Understanding Number 7

Re: Group life insurance and Long-Term Disability (Locals 1996 and 1003) part-time employees only

Whereas the group life insurance and long-term disability benefits provided by the above noted local union Collective Agreements were superior to those currently provided in this Collective Agreement;

And whereas the parties wish to protect these superior benefits for those part-time employees who currently receive the said superior benefits;

The parties herein agree that the superior benefits shall continue to apply to persons covered by those Collective Agreements as at the date of ratification and shall continue for the duration of their employment with the Toronto Public Library.

Letter of Understanding Number 8**Re: Grandparenting of payment in lieu of benefits for part-time employees**

Those permanent part-time employees from the former Local 114 and Local 1996 who elect not to purchase part-time benefits as provided under Article 28.09 (Extended health care/dental/group life and Long-term Disability Insurance – eligibility – permanent part-time employees) shall be grandparented for the term of this Agreement under Article 2.04 of the former 114 Agreement and Article 24.06 of the former 1996 Agreement.

Letter of Understanding Number 9**Re: Present conditions and benefits from predecessor library boards**

The parties agree that any disputes arising from issues related to benefits, privileges or working conditions which employees received as employees of one of the former Boards shall be referred to the Labour-Management Committee for resolution.

Letter of Understanding Number 10**Re: Joint job evaluation**

During the life of this Agreement, the Joint Job Evaluation Committee will be responsible for the evaluation of existing and new job classifications in accordance with Article 16.06 (New position or reclassification) and for the purpose of maintaining the current Pay Equity Plan between the parties in accordance with the terms of the Gender Neutral Comparison System (GNCS) and the *Pay Equity Act*, R.S.O. 1990, Chapter P.7.

In the event the Committee fails to agree upon the job description and/or job rating, the Union may initiate the dispute resolution procedure set forth in Article 16.06.

The Committee consists of at least three (3) members of the Union and three (3) members of Management. Management and the Union shall each

designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:

- The chairing of committee meetings;
- The scheduling of regular committee meetings which includes notification of appropriate managers for committee members' attendance; and
- Establishing the priority of matters to be considered by the committee.

Management shall be responsible for maintaining the official record for the Committee including Committee meeting minutes and a record of decisions.

All discussions of the Committee are to remain confidential and information or communications released shall be approved by the Committee.

All time spent by the Committee members shall be deemed to be time worked.

The Committee shall meet by the Fall of 2012 and thereafter at least one (1) time annually.

Memorandum item

The parties agree that all outstanding grievances filed as of the date of ratification of the Collective Agreement shall be the priority of the Committee. Further the parties agree in the event the Committee fails to agree on a resolution to the outstanding reclassification grievances, the Union may initiate the dispute resolution procedure set forth in Article 16.06.

The Union agrees to delete Letter of Understanding Number 27 Re: Dispute Resolution Process to Resolve Outstanding Reclassification Grievances.

Note: The Union would like to discuss Grievances #09-16 (Payroll and Accounting Clerks – Payroll Department, Finance Department, Support Services) and #09-19 (System and Network Operators – Client Services, Information Technology, Support Services) among the list of outstanding grievances that shall be the priority of the Committee.

Letter of Understanding Number 11**Re: Skills upgrading**

The parties agree to implement a skills upgrading program for employees of the Facilities Department, including those employees who have been redeployed or transferred from the department since January 1, 1998. All Facilities staff who have not previously attended shall be offered computer skills, health & safety (where such training is not mandated by law) and customer service training.

The "Building and Environmental Systems Course" will be offered to all Maintenance Mechanic staff who have not previously attended. It is understood that payment for this course shall not be costed against the budget incurred under Article 34.07 (b) (General conditions – staff development).

The Board shall report to the Labour-Management Committee progress on enrolment in these courses.

Letter of Understanding Number 12**Re: Standardization of public service part-time hours**

The parties share an interest in moving to a more standardized scheduling protocol for all part-time staff that would be based on three and one-half (3½)-hour shifts, except in the case of the maximum of twenty-four (24) hours per week. The minimum schedule in Public Service will be fourteen (14) hours per week and the maximum schedule will be twenty-four (24) hours per week, which may be scheduled for twenty-eight (28) to forty-eight (48) hours in a two (2)-week accounting period.

Exception will be made in the case where external funding does not support the creation of a part-time position at the minimum standard level.

The Board agrees that, during the term of the Collective Agreement, eight (8) fourteen (14)-hour Librarian positions will be converted to eight (8) seventeen and one-half (17.5)-hour Librarian positions.

The Board agrees that, during the term of the Collective Agreement, twelve (12) fourteen (14)-hour Public Service Assistant positions will be converted

to twelve (12) seventeen and one-half (17.5)-hour Public Service Assistant positions.

The conversion of positions from fourteen (14) hours to seventeen and one-half (17.5) hours will occur within the existing complement and will use vacancies.

These new seventeen and one-half (17.5)-hour positions will be posted in accordance with Article 16.

The Board will provide the Union with a report about the implementation of the seventeen and one-half (17.5)-hour positions quarterly.

Letter of Understanding Number 13

Re: Standardization – hours of service

The parties recognize that the Library provides service to the public seven days a week and must provide extensive and responsive branch open hours, which are subject to change from time to time.

Within three (3) months of the date of the ratification of this Agreement, the parties will commence discussions regarding standardizing the Library's hours of public service throughout the City.

Where operational and service requirements allow, and where branch open days are limited to five open days between Monday to Saturday, priority will be given to implement Monday as the standard closed day.

The parties recognize that this process is subject to public consultation and Board approval.

Letter of Understanding Number 14

Re: Pages and circulation desk duties

The parties agree that page work as cited in Article 7.03 (Definition of employees – Pages) shall consist primarily of sorting, shelving, shelf reading, packing and unpacking.

It is understood by the parties to this Letter that a page shall be paid superior duties in accordance with Article 26.02 (Payment of wages and allowances – superior duties) for all the time spent performing superior duties, including circulation desk duties.

Letter of Understanding Number 15

Re: Career paths

The parties share an interest in supporting staff career development at Toronto Public Library. To that end, the Board commits to implementing the following programs and advertising such programs in the Training Calendar, following consultation with the Union regarding the training content prior to implementation.

1. Mentorship Program

The mentorship for new librarians will be voluntary and be based on the following principles:

- Primary focus will be on bargaining unit staff mentoring bargaining unit staff;
- Training will be made available for mentors;
- Orientation for mentees;
- Knowledge transfer and professional development; and
- Career coaching.

2. Library Assistant Training Program

The Board will develop a Library Assistant Training program for Public Service Assistants that includes the curriculum, frequency, duration and timelines for completion.

The training program may include, but not be limited to the following topics:

- Reference skills;
- User education;
- Electronic information resources;
- Library promotion and programming;
- Human relations;
- Children's services;
- Advanced circulation policy training;

- Values and vision through the Strategic Plan;
- Outreach and community; and
- Rules of Conduct.

The Board will engage in meaningful consultation with the Union on the content of the training.

The training program will be advertised in the Training Calendar. Priority will be given to Public Service Assistants and in the event that there are vacancies, other classifications may attend.

There shall be no pass mark implemented for this training program.

3. **Branch/Department Head Training**

The Board will develop a Branch/Department Head Training program for staff interested in the position(s) that includes the curriculum, frequency, duration and timelines for completion.

The training program may include, but not be limited to the following topics:

- Supervisory training;
- Community outreach and development;
- Budget process; and
- Operational processes i.e. hours of work, collection development, budgeting, vacation scheduling; and
- Policy framework and enforcement.

The Board will engage in meaningful consultation with the Union on the content of the training program.

4. **Library Career Orientation Workshop for Pages**

The Board will develop a voluntary workshop for Pages tied to youth nearing the completion of secondary school or who are in post-secondary school that provides an orientation to career options at the Toronto Public Library. The workshop will include, but not be limited to the following topics:

- Orientation to career opportunities within the public library system; and
- Site visits to key public and support service locations.

The Board will engage in meaningful consultation with the Union on the content of the orientation workshops. The workshop shall be offered at least once over the life of the Collective Agreement.

5. Communication of Career Path Opportunities

The Board will develop a strategy to ensure the effective communication of opportunities for career enhancement and advancement to staff so that all employees may be made aware of the career path opportunities available to them.

As part of the communication strategy, the Board will send out a survey to all employees to confirm training needs.

The training calendar will indicate training opportunities relevant to various classifications or competencies.

6. The Board will conduct annually an information session and discussion forum for librarians about the collection development process and opportunities for involvement.
 7. The Board will conduct annually an information session and discussion forum for librarians about the children's services and collection development, and opportunities for involvement.
 8. The Board will meet with the Union to discuss potential ways to strengthen Children's Services at the Toronto Public Library. The discussion shall include but not be limited to a discussion of the role of Services Specialists in the delivery of Children's Services in the District Libraries.
 9. The Board will meet with the Union to discuss and review the results of the training programs twelve (12) months after implementation. Upon completion of the Library Assistant Training Program, the Board will consider expanding the mentorship program for the Library Assistants.
 10. The Board agrees to increase the budget for Tuition Reimbursement (Article 34.07 (b)) as follows: 2012 – five hundred (\$500.00) dollars; and 2013 to 2015 – one thousand (\$1,000.00) dollars per year. The Board will provide the Union a list of employees having received and been denied the tuition reimbursement annually.
-

Letter of Understanding Number 16

Re: Payment for “In-charge” duty

1. The parties agree that “in-charge” responsibilities are a core duty for Librarian and Senior Library Assistant positions.
2. Incumbents of Librarian positions in Research and Reference Libraries and District Libraries will receive a lump-sum payment of two hundred and fifty dollars (\$250.00). This lump-sum payment is payable at December 31 of each year. It is understood that these lump-sum payments are pro-rated at fifty per cent (50%) for part-time employees and pro-rated at the appropriate rate for partial year of service.

Incumbents of Librarian positions in Neighbourhood Branch Libraries will receive a lump-sum payment of five hundred dollars (\$500.00). This lump-sum payment is payable at December 31 of each year. It is understood that these lump-sum payments are pro-rated at fifty percent (50%) for part-time employees and pro-rated at the appropriate rate for partial year of service.

3. Incumbents of Senior Library Assistant positions will receive an annual one thousand two hundred (\$1,200) dollar lump-sum payment. This lump-sum payment is payable at December 31 of each year. It is understood that these lump-sum payments are pro-rated at fifty percent (50%) for part-time employees and pro-rated at the appropriate rate for partial year of service.
4. It is agreed and understood that lump-sum payments identified in paragraphs 2 and 3 above are not intended to cover extended absences in higher-rated positions of eight (8) weeks or longer. Extended absences in higher-rated positions will be filled by appointment or posting under Article 16 (Promotions, vacancies and new positions) and they will be paid the appropriate rate of the higher-rated position.
5. It is understood that all lump-sum payments are pensionable.
6. Under normal circumstances, in-charge responsibilities in public service locations fall to the following classifications in the order listed below:
 - Senior Branch Head / Senior Department Head;
 - Branch Head 2;
 - Senior Services Specialist / Services Specialist;

- Librarian;
- Branch Head 1;
- Operations Supervisor;
- Senior Library Assistant;
- Library Assistant.

The assignment of in-charge responsibilities is subject to operational and service needs and is normally based on seniority within the classification.

7. The classifications of Operations Supervisor and Library Assistant are paid superior duties in accordance with Article 26.02 (Superior duties) at the Branch Head 1 rate when assigned in-charge responsibilities.

Letter of Understanding Number 17

Re: Wage harmonization and re-organization

The parties agree that all significant re-organization of TPL shall be undertaken in compliance with Article 18.02 (Redeployment) of the Collective Agreement, and shall adhere to the following general principles:

1. The number of wage bands will be reduced.

The following pairs of wage harmonization groupings move to the rate for the one classification:

- Move the rate of Group 22 – Senior Library Assistant, Cataloguing (Bibliographic Services) to Group 21 – Library Assistant [Public Services]
- Move the rate of Group 34 – Supervisor, General Acquisitions Services (Bibliographic Services) to the rate of Group 35 – Community Branch Head (Public Services)
- Move the rate of Group 38 – Librarian (Public Services) to the rate of Group 37 – Cataloguer (Bibliographic Services)
- Move the rate of Group 53 – Supervisor, Services for the Disabled, to Group 35 – Community Branch Head.

2. Training and skills upgrading shall be an essential and ongoing component of any such organizational change.
3. With regard to encouraging meaningful input from the Union, the Board will meet with the Union to jointly review any concerns the Union may bring forward relating to existing job descriptions and it shall include an examination of all job titles, duties, reporting structures and qualifications.
4. Monetary adjustments for positions adversely impacted by the wage harmonization award shall be implemented in accordance with the following:
 - That the incumbents of Group 23 – Maintenance Mechanic receive \$1.00/hr at a maximum rate of \$24.45. It is understood and agreed that the full range of duties are included;
 - That the incumbents of Group 40 – Assistant Branch Head be reclassified into Group 45 – Services Specialist and be paid at the Group 40 rate. It is understood and agreed that in-charge duties are included in this job group. Further, the rate for the Group 41 – Branch Head will be the same as for Group 45;
 - That the incumbent (B. Bassett) be reclassified to Cataloguer with corresponding job description and wage rate. The incumbent will be entitled to retroactivity to September 7th, 2003;
 - That the incumbents (A. Roach and C. Fancey) be reclassified to Library Operations Specialist with corresponding job title, job description and wage rate. The incumbents will be entitled to retroactivity to September 7th, 2003;
 - That the incumbents of Group 5 Public Service Assistant receive a 20¢/hr wage adjustment to a maximum rate of \$21.61.

The Redeployment Committee will reconvene to resolve all the matters pertaining to the issues chart below.

Wage Harmonization Non-Monetary Issues and Proposed Resolution	
Issue	Resolution
1. Bibliographic Services staff redeployed to Public Services who wish to return to Bibliographic Services	Letter to be sent by Board asking employees as to their decision to return to Bibliographic Services. Members to be contacted in seniority order and given a choice to return to permanent classification or be confirmed in current classification in Public Service. No one shall suffer any loss of wages. Employees may be offered training opportunities to assist them in their return to Bibliographic Services.
2. Waiving of qualifications for posting of System and Network Operators	Waiving of qualifications for current temporary incumbents in System and Network Operator positions for future postings of System and Network Operators.
3. Conversion of two Service Specialists in Collections Department to Collections Librarians	Two individuals (L. Koster and D. Dragesevich) to be approached to change job titles and representative job descriptions.
4. Change in title for Supervisor, Services for the Disabled, for two incumbents	First incumbent (J. Robinson) job title to be changed to Supervisor, Adult Literacy Program. Second incumbent (M. Perez) job title to be changed to Supervisor, Services for People with Disabilities.
5. Full-time Pages at North York Central Library and Fairview	Grandparent the two full-time incumbents in full-time Page positions. Confirmed that incumbents are in receipt of full benefits.
6. Mobile Library Services Job Titles	<p>(a) Change job title for Driver/Branch Assistant [Travelling] to Driver/Branch Assistant [Mobile Library Services]</p> <p>(b) Combine Driver/Branch Assistant [Library on Wheels] and Library Assistant [Travelling] to Library Assistant [Mobile Library Services]. Use job description of Library Assistant [Travelling] with addition of driving requirement. Agreement to grandfather non-driving incumbents. Recognition that training costs may be incurred by the Board and that classification is subject to job evaluation process.</p> <p>(c) Change job title for Senior Library Assistant, Outreach Services, to Supervisor, Mobile Library Services.</p>

Wage Harmonization Non-Monetary Issues and Proposed Resolution	
Issue	Resolution
7. Confirmation of permanent employees in long-term temporary positions. We are agreed to place the following in permanent positions in Facilities: Fred O'Donnell Florance Rodrigues Roman Wowk	Consider confirmation as permanent, any temporary employee who has been longer than twenty-four (24) months in temporary assignment.
8. Group Zero (0) jobs	Complete review of the Zero (0) group jobs by December 31, 2005.
9. Conversion of two Service Specialists in Collections Department to Collections Librarians	Two individuals (L. Koster and D. Dragesevich) to be approached to change job titles and representative job descriptions.
10. Change in title for Supervisor, Services for the Disabled, for two incumbents	First incumbent (J. Robinson) job title to be changed to Supervisor, Adult Literacy Program. Second incumbent (M. Perez) job title to be changed to Supervisor, Services for People with Disabilities.

Letter of Understanding Number 18**Re: Labour Relations Steering Committee**

It is agreed that the Board and the Union form a Labour Relations Steering Committee comprised of:

- The City Librarian;
- The President and members of the executive of TPLWU Local 4948, CUPE;
- The Director of Human Resources;
- Two (2) Directors.

The Steering Committee shall agree to engage in discussions during the term of the Collective Agreement. Such topics for discussion shall include but not be limited to:

- Technological change;
- Improving workplace morale;
- Organization of work;
- The provision of public services;
- Addressing systemic barriers to improving public services.

The Steering Committee shall meet bi-monthly or at the request of either party. The agenda for these meetings will be determined by the members of the Steering Committee according to those issues of concern of the parties and in conjunction with the principles outlined above. Issues addressed at the Steering Committee may be assigned by the Steering Committee to sub-groups that will be instructed to take appropriate action to carry out work to address those issues.

In the event of reductions within the staffing budget leading to layoffs, the parties agree to meet to review alternative strategies within the staffing budget to lessen or avoid layoffs. The parties agree to discuss any implementation issues arising out of layoffs in the Toronto Public Library.

Letter of Understanding Number 19

Re: Multiple accommodations

The parties agree to begin discussions to address and resolve the issues arising from multiple accommodations at affected locations, including but not limited to the effects of multiple accommodations on all staff.

Letter of Understanding Number 20

Re: Grandparenting OMERS disability premium waiver

The Board and the Union agree that, notwithstanding language changes in the Collective Agreement effective January 1, 2005, the following terms shall apply to those employees who have been or are currently in receipt of an OMERS disability waiver of premium benefit as at the date of ratification of said Collective Agreement:

1. When an employee retires, if the employee was in receipt of Workplace Safety and Insurance Benefits and a disability waiver of premium benefit at any time during the employee's employment with the Board and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement, the Board will provide the difference between the employee's pension and the pension to which the employee would have been entitled had the employee not been on said disability waiver of premium benefit. (Note: this clause was awarded by Kevin Burkett and should have been incorporated into the Library Collective Agreement in accordance with Letter Number 16 of the Agreement between the parties dated July 5, 2002.)
2. If the employee is unable to return to work after a claim is approved, she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, in accordance with Article 24 (Sick leave), the remainder of the net pay amount from the Employer. From the portion the employee is receiving from the Employer, the following deductions shall be made: the employee's pension contributions and if applicable, the employee's share of Extended Group Life Insurance premiums and any further deductions required by law. When a waiver of pension contributions is

in effect, the portion of the net pay amount the employee is receiving from the Employer shall be reduced proportionately. No deductions will be made from the sick bank of an employee who received payments under Articles 29.03 (a) and 29.05 (Workplace safety and insurance benefits). (Note: this will leave a net balance approximately equal to an employee's normal take-home pay.)

Letter of Understanding 21

Re: Full-time jobs

The parties recognize that an experienced and professional workforce is central to the provision of high quality public library service.

The parties agree that there are six (6) ways in which full-time job opportunities may become available and are retained:

The Joint Full-time Jobs Committee will meet in May of each year of the Collective Agreement to review the opportunities for the creation of new full-time jobs.

The parties agree to consider, but not limit discussions to the following five (5) ways in which full-time job opportunities may become available and are retained:

1. Expansion of branch open hours (dependent on additional funding);
 2. Opening of new branches (dependent on additional funding);
 3. In-sourcing of custodial work – see Letter of Agreement 3 Re: In-sourcing of custodial work (dependent on additional funding);
 4. Commitment to no conversion of full-time to part-time positions (Letter of Understanding Number 3).
 5. Conversion of existing part-time positions and/or new funding.
1. The Board agrees to create during the term of this Collective Agreement sixteen (16) full-time jobs.

2. The Board shall provide all relevant information. The committee shall determine the procedures for the review that will include, but not be limited to the following:
 - Total extra hours worked;
 - Extra hours by area/ region and department;
 - Number of part-time and full-time jobs by classification;
 - Number of part-time and full-time jobs by area/region and/or department;
 - A review of possible scheduling efficiencies and hours of work (Article 19) provisions to create additional full-time jobs;
 - Creation of full-time jobs that include scheduled hours at more than one location;
 - Opportunities to create full-time jobs to provide support for modified work accommodations; and
 - Consideration of any other means of creating additional full-time jobs, including investigation of similar strategies adopted in other workplaces.

3. Issues and concerns about this Letter of Understanding may be discussed at the Labour Relations Steering Committee.

Letter of Understanding Number 22

Re: Electronic communication

All permanent employees, including pages, who have completed their probationary period will be provided with email accounts, and temporary employees may be provided with email accounts.

It is understood and agreed that when all permanent employees have email accounts all notices required under the Collective Agreement, including job postings, shall be sent out electronically and paper copies shall be eliminated wherever feasible. In the event that there are concerns about electronic notices and the absence of paper copies, such concerns shall be addressed at Labour-Management Committee.

Letter of Understanding Number 23**Re: Expedited arbitration process – Article 16 grievances**

The parties agree to an expedited arbitration process to assist in resolving a number of outstanding job posting grievances.

Within four (4) months of ratification of the Collective Agreement, the parties will agree on the grievances to be resolved and the terms of reference for the expedited arbitration process. A schedule of hearing dates with the arbitrator will be established. The parties will endeavour to have arbitration hearing dates scheduled prior to September 1, 2010. The decision of the arbitrator will be binding upon the parties but shall be without precedent or prejudice unless both parties agree otherwise.

The employer agrees to provide full disclosure to the Union of any and all documents related to grievances identified for this process that may assist in the prompt and equitable disposition of Article 16 job posting grievances.

Letter of Understanding Number 24**Re: Joint training on the Collective Agreement**

The parties shall arrange for a training session for supervisors on the Collective Agreement to be jointly conducted by management and union representatives on the following Articles and subjects:

- Article 7.02 and 7.03, Extra hours lists;
- Article 26.02, Superior duties.

The training session shall be offered as an annual workshop in the Training Calendar and the first session will take place within six (6) months of date of ratification.

Letter of Understanding Number 25

Re: Pilot project on disclosure of documentation during the grievance process

The parties agree to the following pilot project for a period of approximately one (1) year following ratification of the Collective Agreement to provide disclosure during the grievance procedure related to Article 16 (Promotions, vacancies and new positions) grievances.


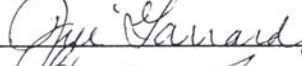
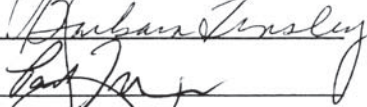


In regard to the documentation for the grievance, the Board will provide the Union's grievance committee and the CUPE National Representative with copies of the scores, application forms, and performance information for both the grievor and the successful candidate. Copies of the questions and answers from the competition for the grievor and the successful applicant will not be provided but the Union's grievance committee and the CUPE National Representative will have access to these documents.

The Board will provide this information at Step 2 of the grievance procedure and beyond. The Union may share this information verbally with the grievor.

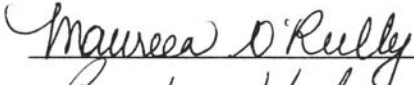





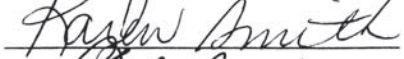

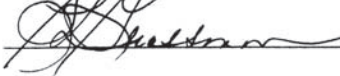
The parties will meet to review the pilot project at the time it expires.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, dated March 28, 2012.

FOR THE TORONTO PUBLIC LIBRARY:

FOR THE TORONTO PUBLIC LIBRARY WORKERS UNION, LOCAL 4948, CANADIAN UNION OF PUBLIC EMPLOYEES:

EMPLOYEE FUNDED LEAVE PLAN

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

The Board will submit the Plan to Revenue Canada for review and approval. If, for any reason, Revenue Canada does not approve the Plan or subsequently withdraws approval of the Plan, the parties will meet to discuss the matter.

2. Approval for Employee Funded Leave Plan is dependent on operational and service requirements of the department or branch. Approval shall not be unreasonably withheld.
3. The terms of the leave plan are as follows:
 - (a) **one-year leave:** the employee must defer twenty percent (20%) of base salary for the four (4) years immediately prior to the leave and must apply six (6) months in advance of the four (4)-year period;
 - six-month leave:** the employee must defer twenty percent (20%) of base salary for the two (2) years immediately prior to the leave and must apply six (6) months in advance of the two (2)-year period;
 - (b) the application must be in writing on a form to be prepared by the Board for such purposes and if approved, participation shall be set forth in an undertaking signed by the employee;
 - (c) at the time of applying, the employee must have five (5) years of continuous service as an employee;
 - (d) the employee will be paid the amount of monies deferred either in one (1) lump sum on the commencement of the leave period or in two (2) lump sums, one (1) on the commencement of the

leave period, and the other on the first working day of the following calendar year;

- (e) the costs of all benefits for the period of the leave under Article 28 (Extended Health Care/Dental/Group Life and Long Term Disability) will be deducted from the lump sum payments to the employee. The group life coverage will continue for the full four (4)-year period or two (2)-year period of employment during which contributions are made for the leave and also for the leave period, provided that the employee pays the cost of the benefit in the leave year;
- (f) seniority will continue to accumulate during the leave period;
- (g) sick leave shall not accumulate during the leave period but existing sick leave credits will be held in abeyance;
- (h) vacation entitlements and holiday pay shall be frozen during the leave period but any existing vacation entitlements shall be held over until such leave has been completed;
- (i) union dues shall be deducted from the lump sum payments during the leave period;
- (j) income tax shall be deducted in accordance with the *Income Tax Act* and regulations or any revisions thereof;
- (k) in the case of the termination of employment or the death of the employee, any unpaid monies shall be paid to the employee or to the employee's estate;
- (l) participation in the leave plan and the date of commencement of the leave shall be subject to the agreement of the Board;
- (m) the Board may limit the total number of employees participating in the leave plan at any one time;
- (n) following a leave of absence, an employee may not apply for a further leave for five (5) years;
- (o) following the leave period, the employee will return to her former position or a position in a classification comparable to that in which she was employed prior to the leave;

- (p) in exceptional circumstances, an employee with the approval of the City Librarian, may withdraw from the Plan and receive all accrued funds and shall not be eligible to apply for a further leave for five (5) years;
- (q) the deferred salary will be kept in individual trust accounts for each participant and the employee will not have access to such funds prior to the leave of absence except as outlined in (p) above;
- (r) the income earned on the deferred amount will be paid to the employee each year;
- (s) in accordance with the *Income Tax Act* and regulations, the employee must return following the leave of absence for a period at least equal to the period of the leave;
- (t) if the employee does not take her leave of absence at the designated time, the deferred amount will be paid to the employee in the first taxation year that commences after the end of the deferred period;
- (u) the Board assumes no responsibilities for any consequences arising out of the Plan related to the effects on the employee's pension income, OMERS or Canada Pension Plan, income tax arrangements or Employment Insurance or any other liability arising from participation in the Plan.

Appendix II

MODIFIED WORK PROGRAM

Any employee who is unable to perform her regular duties because of illness or injury and is deemed suitable for modified work by a recognized health care professional, will be eligible for the Modified Work Program.

The Toronto Public Library will provide an appropriate and responsive return to work program for any employee, who due to illness or injury, is temporarily or permanently unable to perform her regular duties.

Objectives

- Compliant with current and relevant legislation;
- Available and effective;
- Meets confidentiality requirements as defined by legislation;
- Return the employee to full employment;
- Return the employee to alternate (modified) employment that is within her capabilities on either a temporary or permanent basis;
- Achieve results in a safe and expedient manner;
- Assist in the rehabilitation of employees while maintaining their dignity and self-respect;
- Mutual co-operation between the Toronto Public Library Board, Toronto Public Library Workers Union, Local 4948 (CUPE) and its injured or ill employees;
- Reduce the financial impact to employee and employer associated with LTD, WSIB, illness;
- Minimize injury and illness-related absences; and
- Meaningful to the employee and of value to the organization.

Terms/definitions

For the purpose of the Modified Work Program, the following definitions apply:

Accommodation: accommodations are to be considered any workplace modification that includes but is not limited to changes to:

- the work area;
- workers' job tasks;
- equipment used to perform regular duties;
- schedules; and
- work location.

Accommodation plan: A structured individual plan established by the Accommodation Team designed to assist the employee to return to her regular or modified duties, identifying all accommodations with defined timelines and with full regard for her capabilities. A team approach will be utilized to ensure that:

- all resources are utilized;
- all interests are taken into consideration; and
- a successful accommodation plan is developed.

Comparable position: Any job that is comparable in nature to the pre-injury/ illness position and involves the balancing of factors including: duties, working conditions, working environment, hours of work, right to work overtime, skill, effort, responsibility, rights, privileges, advancement opportunities, qualifications, wages and union membership and protection.

Essential duties: The duties necessary to achieve the actual job outcome. The job outcome is the overall objective of the job in terms of the production of the final product or provision of service.

The duty is essential if, when you take the duty away:

- the job outcome is not accomplished;
- the product or service is affected; and
- a process before or after is affected.

Physical demands analysis: An assessment by a health care professional of an individual's capabilities as they relate to the position demands analysis which may include the type, frequency and duration of the restrictions and the anticipated recovery period.

Health care professional: A health care professional is a member of a college of a health profession as defined in the *Regulated Health Professions Act, S.O. 1991, c18*. Health care professionals include and are not limited to:

- physicians and surgeons;
- chiropractors;
- optometrists;
- dentists, oral surgeons, periodontists;
- registered nurses, midwives, and nurse practitioners;
- physiotherapists; and
- occupational therapists, speech therapists, etc.

Modified work program: A structured program defined by policies and procedures designed to return employees to their regular duties, with full regard to their capabilities.

Position demands analysis: A position demands analysis analyzes the demands of a particular job by documenting the requirements of the job and the job tasks required to perform it.

Suitable position: Suitable employment is defined as employment consistent with the worker's skill and physical capability that does not pose a health or safety hazard to the worker or co-workers.

The **Accommodation Plan Team** may consist of any of the following participants recognizing that the specific individuals needed in each case will vary.

Participants:

- Employee;
- Health care professional;
- Human Resources Department representative;
- Insurance representative (e.g. WSIB, LTD);
- Manager;
- Union representative; and
- Supervisor (attends meetings with the agreement of the Union).

Individual responsibilities

Employee

- Share, with the manager, prime responsibility for designing and implementing a successful Accommodation Plan;
- Promptly report to supervisor all injuries and illnesses and any subsequent changes in condition;
- Obtain medical aid immediately and continue medical consultation and/or treatment as necessary to recover;
- Complete/obtain all necessary documentation on time and submit to supervisor;
- Communicate to the health care professional information about the job and work environment;
- Maintain regular communication with supervisor and as appropriate with Human Resources Department representative, Insurance representative and Union representative;
- Take an active role in developing the Accommodation Plan;
- Work in co-operation with all involved to develop and implement a successful Accommodation Plan in a timely manner; and
- Take an active role in monitoring the effectiveness of the Accommodation Plan.

Health care professional

- Assess the condition of the employee and provide appropriate treatment;
- Within the context of the Position Demands Analysis, the employee's job and the work environment, assess the employee's capabilities and limitations;
- Determine if employee is able to work and if so, with what restrictions;
- Determine a timeframe for recovery;
- Provide regular follow-up assessment of employee's physical capabilities and progress; and
- Support the Accommodation Plan.

Human Resources Department representative

- Work in co-operation with all involved to develop and implement a successful Accommodation Plan in a timely manner;
- Obtain confirmation regarding the employee's restrictions and progress;
- Coordinate Accommodation Plan Team meetings;
- Review all Accommodation Plans;
- Identify employment alternatives;
- Provide support, encouragement and direction to the employee as needed; and
- Act as liaison between employee, health care professional, insurance carrier and union representative, manager and supervisor when necessary.

Insurance representative

- Review all relevant health care information;
- Arrange assessment referrals and all other rehabilitation services as required;
- Provide timely and effective management of the claim;
- Monitor the progress of the Accommodation Plan; and
- Provide support, encouragement and direction to the employee as needed.

Manager

- Share, with the employee, prime responsibility for designing and implementing a successful Accommodation Plan;
- Work in co-operation with all involved to develop and implement a successful Accommodation Plan in a timely manner;
- Act promptly to initiate the Accommodation Plan;
- Provide support, encouragement and direction to the employee as needed;
- Complete Position Demands Analysis form for the position;

- Maintain contact with employee to monitor her suitability to return to work;
- Modify the work or workplace, as necessary to accommodate the employee's restrictions; and
- Monitor the Accommodation Plan.

Union representative

- Provide employee with information about the Modified Work Program and the Collective Agreement;
- Fully participate in the development and implementation of complex and permanent Accommodation Plans;
- Review all Accommodation Plans;
- Provide support, encouragement and direction to the employee as needed; and
- Work in co-operation with all involved to develop and implement a successful modified work plan in a timely manner.

Supervisor

- Provide support, encouragement and direction to the employee as needed;
- Assist in developing and implementing a successful Accommodation Plan in a timely manner;
- Maintain contact with employee as appropriate, and keep Manager informed of employee status;
- Assist in obtaining relevant documentation from employee;
- Provide training;
- Ensure that no tasks are being assigned or work performed other than those in accordance with the restrictions on the Accommodation Plan; and
- Monitor the employee's performance and progress in relation to the physical abilities or limitations and relate progress or concerns regarding the accommodation to the Manager.

CONDITIONS

Change in location/shift

It may be necessary for the employee to accept a change in department, location, division, region, or shift to provide necessary accommodation subject to the conditions of the Collective Agreement.

Exhaustion of accommodation measures

The goal of the Accommodation Plan is to explore all modified work options available and facilitate an accommodation that is acceptable to all

parties. This does not necessarily guarantee the “perfect” solution. Once a reasonable Accommodation Plan has been established, additional changes will be considered after an examination of the reasons for the change including additional relevant medical documentation.

If a reasonable Accommodation Plan is refused by the employee, the Library’s duty to provide modified work is completed. If reasonable efforts to establish an Accommodation Plan fail to achieve a successful return to work, the Library’s duty to provide modified work is completed. (Employees maintain their rights under the Collective Agreement and all relevant legislation.)

In the event that the employee’s injury or illness is too severe to make an Accommodation Plan possible, the Library will provide the employee with the information required to apply for Long Term Disability benefits and/or direct her to the appropriate avenues of recourse, for example, the WSIB appeals process.

Extra hours or overtime

When the Accommodation Plan involves reduced hours of work the employee is not eligible to work extra or overtime hours.

Future legislation

The Modified Work Program will be updated and reviewed as necessary to comply with changes to relevant legislation.

Recruitment process

While on an Accommodation Plan, the employee is eligible to compete for other positions through the normal recruitment process.

Training

When the Accommodation Plan identifies a need for training, appropriate training will be provided:

- on-the-job training to a maximum of 1 year; and
- formal training to a maximum of 2 years.

Training arrangements and their continuation are subject to satisfactory progress as required by the Library and/or organization providing the training.

WAGES

Permanent modified work

Employees who are placed in a permanent alternate position, due to an occupational injury/illness (as defined by the Workplace Safety and Insurance Board), will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned. If the pre-injury rate of pay is higher than the relocated position rate, then the pre-injury rate is to be maintained. It is understood that the pre-injury rate is subject to all wage increases negotiated.

Employees who are placed in a permanent alternate position, due to a non-occupational injury or illness, will be subject to the normal assessment period and will receive the wage rate of the position to which they are assigned.

Temporary modified work

While participating in a temporary Modified Work Program, the employee will be eligible:

For the hours worked:

- 100% of her regular rate of pay or the rate of the position whichever is greater for the duration of the temporary modified work program and it is subject to regular reviews.

Or for hours not worked:

- use available sick credits and entitlements in accordance with the Collective Agreement; or
- receive insurance coverage through WSIB, LTD or a private carrier subject to their regulations.

PROCEDURES – TEMPORARY MODIFIED WORK

Notes:

- Any party of the Accommodation Plan Team may request a review of the Accommodation Plan.
- At any time, temporary modified work may revert to permanent modified work.

Steps	Lead Responsibility	Timeframe
1. Employee indicates to her supervisor injury/illness, or provides a note from a health care professional indicating injury/illness.	Employee	Adhere to WSIB/LTD requirements
2. Supervisor/Manager advises employee of the Modified Work Program (MWP) at the Toronto Public Library.	Supervisor/ Manager	As soon as employee informs of injury/ illness
3. Manager completes a Position Demands Analysis form, if none available.	Manager	
4. Supervisor supplies employee with a Modified Work Program package of information which includes: <ul style="list-style-type: none"> • Information to take to health care professional • Letter to health care professional • Work Information Form • Position Demands Analysis form • Roles and responsibilities of the Accommodation Plan Team. 	Supervisor Employee	As soon as employee informs of injury/ illness
5. Health care professional completes the Work Information Form indicating physical limitations, anticipated recovery period and suitability for modified work.	Health care professional	
6. Employee provides Manager with completed Work Information Form for assessment and form is copied to the Accommodation Plan Team.	Employee Manager	Submitted within 5 days of indication of injury/illness

No restrictions

7. If no restrictions (full hours and full duties), employee continues or resumes pre-injury/illness position.	Manager Employee	
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Steps	Lead Responsibility	Timeframe
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Unclear restrictions

8. If unclear restrictions/modifications within regular duties or work location, or Manager is not able to modify regular duties given the restrictions, Accommodation Plan Team assists in developing the Accommodation Plan. Copy of Accommodation Plan is given to employee and forwarded to Accommodation Plan Team for review.	Modified Work Team	
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Clear restrictions

9. If clear restrictions/modifications within current duties and location, Manager notifies union representative of the need for restrictions/modifications. Human Resources representative contacts employee and explains role including attendance at the meeting. Manager discusses working capabilities with employee and union representative and modifies the regular duties and/or hours given the restrictions. Manager develops the Accommodation Plan in consultation with the employee and union representative. Accommodation Plan is reviewed by the Accommodation Plan Team.	Manager Employee Union representative	Meeting occurs as soon as possible or no later than 2 working days of receipt of documentation
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Steps

10. Manager with Supervisor implements the Accommodation Plan and monitors employee's day-to-day progress. An employee on accommodation may request at any time the involvement of the Accommodation Plan Team.	Manager	While employee is on Accommodation Plan
11. Any party of the Accommodation Plan Team may request a review of the Accommodation Plan. Manager revises the plan in consultation with the employee and the union representative, Accommodation Plan is reviewed by the Accommodation Plan Team. If necessary, additional information from the treating health care professional may be requested.	Manager Employee Union representative	

Steps	Lead Responsibility	Timeframe
12. When the employee is able to return to her previous injury/illness position and an end date has not been identified, the employee must provide a note from treating health care professional advising that employee can return to full duties/full hours without restrictions with an effective date. The Accommodation Plan is updated and reviewed by the Accommodation Plan Team.	Employee Manager	
13. When the employee is able to return to her previous injury/illness position, within the timeframe identified by the health care professional, the Accommodation Plan has been fulfilled. Manager forwards completed Accommodation Plan form to Accommodation Plan Team.	Employee Manager	

PROCEDURES – PERMANENT MODIFIED WORK

- Any party of the Accommodation Plan Team may request a review of the Accommodation Plan.

Steps	Lead Responsibility	Timeframe
1. On receipt of information from the health care professional or WSIB/LTD carrier that the employee is in need of permanent modified duties, the Accommodation Plan Team meets.	Accommodation Plan Team	
2. Accommodation Plan Team reviews the restrictions and limitations and determines if the employee can perform the essential duties of her pre-injury/illness position.	Accommodation Plan Team	

Modified work in pre-injury/illness position

3. If employee is able to perform the essential duties of her pre-injury/illness position, an Accommodation Plan is developed and copied to the Accommodation Plan Team.	Accommodation Plan Team	
4. Manager with Supervisor monitors employee's day-to-day progress until a successful transition to permanent accommodation is achieved. Accommodated employee may request involvement of Accommodation Plan Team at any time during the transition.	Manager	

Steps	Lead Responsibility	Timeframe
5. If conditions change Accommodation Plan Team revises the Accommodation Plan. If necessary, additional information from the health care professional or a relevant third party may be requested.	Accommodation Plan Team	
6. Manager with Supervisor monitors employee's day-to-day progress until a successful transition to permanent accommodation is achieved.	Manager	
7. Review Accommodation Plan every six months. Copies of Accommodation Plan to Accommodation Plan Team for review.	Manager Accommodation Plan Team	

Work in pre-injury/illness position at an alternate location

8. If employee is unable to perform the essential duties of the pre-injury position in the current location, an alternate location will be considered.	Accommodation Plan Team	
9. Steps 4 to 6 are followed until a successful transition to permanent accommodation is achieved.	Accommodation Plan Team	

Work in comparable position

10. If employee is unable to perform the essential duties of her pre-injury/illness position with modifications, Accommodation Plan Team will explore a comparable position that the employee is qualified for and capable of performing the essential duties, with or without accommodation.	Accommodation Plan Team	
11. When a comparable position is found, an Accommodation Plan is developed and copied to the Accommodation Plan Team.	Accommodation Plan Team	
12. Steps 4 to 6 are followed until a successful transition to permanent accommodation is achieved.	Accommodation Plan Team	

Work in suitable position

13. If a comparable position is not feasible, Accommodation Plan Team will review and consider suitable positions within the establishment that the employee is qualified for and capable of performing the essential duties, with or without accommodation.	Accommodation Plan Team	
14. If a suitable position is found with no accommodation required, then the completed Accommodation Plan is forwarded to the Accommodation Plan Team.	Manager	

Steps	Lead Responsibility	Timeframe
15. Next to be considered will be suitable positions for which the employee with training may qualify and be capable of performing with or without accommodation.	Accommodation Plan Team	
16. Once a suitable position has been located and agreed by the Accommodation Plan Team, an Accommodation Plan is developed and copied to the Accommodation Plan Team.	Accommodation Plan Team	
17. If no comparable or suitable position is found, other options will be considered.	Accommodation Plan Team	
18. Steps 4 to 6 are followed until a successful transition to permanent accommodation is achieved.	Accommodation Plan Team	

Schedule "A" – Wage Rates for 2012-2015													
Salary classification Job group: Job title(s)	1 Jan, 2012			1 Jan, 2013			1 Jan, 2014			1 Jan, 2015			
	2012 Step Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	2013 Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	2014 Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	2015 Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	
PE001	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Page	2	\$11.33	\$ 793.10	\$ 20,620.60	\$11.36	\$ 795.20	\$ 20,675.20	\$11.56	\$ 809.20	\$ 21,039.20	\$11.82	\$ 827.40	\$ 21,512.40
	3	\$12.53	\$ 877.10	\$ 22,804.60	\$12.56	\$ 879.20	\$ 22,859.20	\$12.78	\$ 894.60	\$ 23,259.60	\$13.07	\$ 914.90	\$ 23,787.40
	4	\$14.95	\$1,046.50	\$ 27,209.00	\$14.98	\$1,048.60	\$ 27,263.60	\$15.24	\$1,066.80	\$ 27,736.80	\$15.58	\$1,090.60	\$ 28,355.60
PE003													
After Hours Attendant	1	\$18.82	\$1,317.40	\$ 34,252.40	\$18.86	\$1,320.20	\$ 34,325.20	\$19.19	\$1,343.30	\$ 34,925.80	\$19.62	\$1,373.40	\$ 35,708.40
PE004													
Custodian	1	\$21.60	\$1,512.00	\$ 39,312.00	\$21.65	\$1,515.50	\$ 39,403.00	\$22.03	\$1,542.10	\$ 40,094.60	\$22.53	\$1,577.10	\$ 41,004.60
PE005													
Collector	1	\$21.63	\$1,514.10	\$ 39,366.60	\$21.68	\$1,517.60	\$ 39,457.60	\$22.06	\$1,544.20	\$ 40,149.20	\$22.56	\$1,579.20	\$ 41,059.20
	2	\$22.52	\$1,576.40	\$ 40,986.40	\$22.57	\$1,579.90	\$ 41,077.40	\$22.96	\$1,607.20	\$ 41,787.20	\$23.48	\$1,643.60	\$ 42,733.60
Switchboard Clerk & Receptionist	3	\$23.45	\$1,641.50	\$ 42,679.00	\$23.50	\$1,645.00	\$ 42,770.00	\$23.91	\$1,673.70	\$ 43,516.20	\$24.45	\$1,711.50	\$ 44,499.00
	4	\$24.43	\$1,710.10	\$ 44,462.60	\$24.48	\$1,713.60	\$ 44,553.60	\$24.91	\$1,743.70	\$ 45,336.20	\$25.47	\$1,782.90	\$ 46,355.40

Schedule "A" – Wage Rates for 2012-2015

Salary classification Job group: Job title(s)	1 Jan, 2012			1 Jan, 2013			1 Jan, 2014			1 Jan, 2015		
	2012 Step Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	2013 Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	2014 Hourly	Bi- weekly 70 hrs	Annual 1820 hrs	2015 Hourly	Bi- weekly 70 hrs	Annual 1820 hrs
PE007	1	\$23.57	\$1,649.90	\$	\$23.62	\$1,653.40	\$	\$24.03	\$1,682.10	\$	\$24.57	\$1,719.90
Bibliographic Assistant	2	\$24.54	\$1,717.80	\$	\$24.60	\$1,722.00	\$	\$25.03	\$1,752.10	\$	\$25.59	\$1,791.30
Binding & Collections Maintenance Assistant	3	\$25.55	\$1,788.50	\$	\$25.61	\$1,792.70	\$	\$26.06	\$1,824.20	\$	\$26.65	\$1,865.50
Collections Support Assistant	4	\$26.63	\$1,864.10	\$	\$26.69	\$1,868.30	\$	\$27.16	\$1,901.20	\$	\$27.77	\$1,943.90
Public Service Assistant												
Public Service Assistant – Summer												
Leading to Reading												
Public Service Assistant: Leading to Reading & Homework Clubs												
Shipping & Receiving Clerk												
PE008	1	\$24.26	\$1,698.20	\$	\$24.31	\$1,701.70	\$	\$24.74	\$1,731.80	\$	\$25.30	\$1,771.00
Caretaker	2	\$25.28	\$1,769.60	\$	\$25.34	\$1,773.80	\$	\$25.78	\$1,804.60	\$	\$26.36	\$1,845.20
Clerk – Caretaker	3	\$26.30	\$1,841.00	\$	\$26.36	\$1,845.20	\$	\$26.82	\$1,877.40	\$	\$27.42	\$1,919.40
	4	\$27.40	\$1,918.00	\$	\$27.46	\$1,922.20	\$	\$27.94	\$1,955.80	\$	\$28.57	\$1,999.90
PE009	1	\$24.32	\$1,702.40	\$	\$24.37	\$1,705.90	\$	\$24.80	\$1,736.00	\$	\$25.36	\$1,775.20
Driver/Public Service Assistant [Mobile Library Services]	2	\$25.34	\$1,773.80	\$	\$25.40	\$1,778.00	\$	\$25.84	\$1,808.80	\$	\$26.42	\$1,849.40
Theatre Liaison Officer	3	\$26.36	\$1,845.20	\$	\$26.42	\$1,849.40	\$	\$26.88	\$1,881.60	\$	\$27.48	\$1,923.60
Truck Driver	4	\$27.46	\$1,922.20	\$	\$27.52	\$1,926.40	\$	\$28.00	\$1,960.00	\$	\$28.63	\$2,004.10

PE022 (continued)													
Senior Cataloguing Department													
Head													
Senior Collections Librarian													
Senior Services Specialist													
Training Coordinator													
VRL/Electronic Services Coordinator													
PE023													
Senior Information Systems Officer	1	\$45.36	\$3,175.20	\$ 82,555.20	\$45.46	\$3,182.20	\$ 82,737.20	\$46.26	\$3,238.20	\$ 84,193.20	\$47.30	\$3,311.00	\$ 86,086.00
	2	\$46.60	\$3,262.00	\$ 84,812.00	\$46.70	\$3,269.00	\$ 84,994.00	\$47.52	\$3,326.40	\$ 86,486.40	\$48.59	\$3,401.30	\$ 88,433.80
	3	\$47.85	\$3,349.50	\$ 87,087.00	\$47.96	\$3,357.20	\$ 87,287.20	\$48.80	\$3,416.00	\$ 88,816.00	\$49.90	\$3,493.00	\$ 90,818.00
	4	\$49.10	\$3,437.00	\$ 89,362.00	\$49.21	\$3,444.70	\$ 89,562.20	\$50.07	\$3,504.90	\$ 91,127.40	\$51.20	\$3,584.00	\$ 93,184.00
PE030													
Access & Information Services Coordinator	1	\$53.87	\$3,770.90	\$ 98,043.40	\$53.99	\$3,779.30	\$ 98,261.80	\$54.93	\$3,845.10	\$ 99,972.60	\$56.17	\$3,931.90	\$102,229.40
	2	\$56.07	\$3,924.90	\$102,047.40	\$56.20	\$3,934.00	\$102,284.00	\$57.18	\$4,002.60	\$104,067.60	\$58.47	\$4,092.90	\$106,415.40
Area Coordinator	3	\$58.41	\$4,088.70	\$106,306.20	\$58.54	\$4,097.80	\$106,542.80	\$59.56	\$4,169.20	\$108,399.20	\$60.90	\$4,263.00	\$110,838.00
Collections Coordinator	4	\$60.83	\$4,258.10	\$110,710.60	\$60.97	\$4,267.90	\$110,965.40	\$62.04	\$4,342.80	\$112,912.80	\$63.44	\$4,440.80	\$115,460.80

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