

**COLLECTIVE AGREEMENT BETWEEN**  
**MILTON PUBLIC LIBRARY BOARD**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4366**  
**STUDENT PAGES**  
**April 1, 2020 - March 31, 2023**

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## **AGREEMENT**

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

AND

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

### **ARTICLE I - PURPOSE**

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

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being, and security of all Employees in the Bargaining Unit of the Union, and

**1.02** To set forth the rates of pay, the hours of work and those conditions of work which have been agreed upon between the parties including procedures in the event of grievances or complaints and negotiations to amend this Agreement at termination.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** The management of the library and the direction of the working forces, including the right to direct, plan and control library operations, and to schedule working hours, and the right to hire, promote, demote, transfer, suspend or discharge Employees for just cause, or to release Employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities and to manage the library in the traditional manner is vested exclusively in the Employer subject to the express provisions of this Agreement.

## **ARTICLE 3 - RECOGNITION AND SCOPE**

### **3.01 Bargaining Units**

The Union is the sole collective Bargaining Agent for all Employees of the Milton Public Library Board (including all Branches) in the Town of Milton save and except Managers, persons above the rank of Manager, the Finance and Administration Officer, Payroll and Finance Assistant, IT Technician and subsisting Agreement.

### **3.02 No Other Agreements**

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Agreement except by the mutual consent of the representatives of the Employer and the Union.

### **3.03 Definition of a Temporary Worker**

- a) A Temporary Worker in this Agreement is defined as a person employed for the purpose of performing a temporary assignment of not more than six (6) months' duration except in the case of Pregnancy/Parental Leave in excess of six (6) months, a Temporary Worker may be employed for the duration of the leave. A Temporary Worker shall not in any way displace regular Employees.
- b) Vacations for a Temporary Worker shall be in accordance with the Employment Standard Act. A Temporary Worker shall not have the right to grieve their discharge. A Temporary Worker shall not accumulate seniority except that a Temporary Worker who is subsequently appointed as a probationary Employee shall have their seniority dated back to the commencement of their last temporary assignment provided there has not been an intervening employment break with the Employer of more than one (1) month between completing the temporary assignment and the probationary appointment. Except for the foregoing, a Temporary Worker shall be entitled to all rights and privileges of this Agreement.
- c) An Employee who accepts an assignment as a Temporary Worker shall have their bargaining rights continue during the temporary assignment.

## **ARTICLE 4 - RESPONSIBILITIES OF THE PARTIES**

### **4.01 No Discrimination or Workplace Harassment**

The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practised with respect to any Employee by reason of age, ancestry, colour, or race; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status; gender identity or gender expression; record of offences; sex, including pregnancy and breastfeeding; sexual orientation; the association with others similarly protected; or any other prohibition of the Human Rights Code; nor by

reason of their activity or nonactivity in the Union.

#### **4.02 No Strikes - No Lockouts**

The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

#### **4.03 Union Responsibility**

The Union agrees that there will be no union business during working hours except as provided in this Agreement. Working hours do not include the meal period and paid rest period.

#### **4.04 Board Meetings**

The Employer agrees to post notice of Board meetings and a report of the proceedings of the Board meetings on the "All Staff Memo Board".

#### **4.05 Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when meeting or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises with reasonable notice in order to deal with any matters arising out of this collective Agreement.

#### **4.06 Union Officers and Committee Members**

The employer agrees to recognize:

- a) The President, Vice-President, Recording Secretary, Secretary-Treasurer and Chief Steward, as well as one (1) steward at each branch location.
- b) A maximum of four (4) representatives of CUPE Local 4366 plus the Canadian Union of Public Employees Representative shall be granted leave of absence without loss of pay or benefits for attendance at negotiating meetings with the Employer.

### **ARTICLE 5 - UNION SECURITY**

#### **5.01 Relationship**

As a condition of employment, all Employees of the Employer falling within the Bargaining Unit shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union.

**5.02 Deduction of Dues**

The Employer will deduct from the pay of all Employees coming within the scope of this Agreement, an amount specified by the Union in writing as being the amount of its monthly dues.

**5.03 Cheque and List to Union**

All deductions made under the provisions of Article 5.02 will be remitted monthly electronically in a spreadsheet to the Treasurer of the Union together with a list of the Employees by classification from whom the deduction was made.

**5.04 Employer Indemnity**

In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of resulting from the collection and forwarding of dues.

**5.05 Dues Receipts**

The Employer will include the amount deducted for Union dues on Income Tax (T-4) slips.

**5.06 Inform New Employees**

The Employer will notify new Employees that a Union Agreement is in effect, and will provide them with a copy of this Agreement on starting employment.

**5.07 New Employee Data**

The Employer shall provide the Union with the following information within five (5) calendar days of the starting date of a new Employee: the Employee's name, position in the organization, starting date and classification and salary level at which the Employee started and the starting and termination date of a temporary Employee.

**5.08 Orientation**

On commencing employment, the Employee's immediate Supervisor or designate shall introduce the new Employee to their Union Steward or representative. The Union Steward or representative shall be given an opportunity to interview each new Employee within the regular working hours without loss of pay for a maximum of thirty (30) minutes during the first week of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

**5.09 Current Names and Addresses**

The Employer agrees to provide the Union Executive electronically the names, addresses

and contact number of all Bargaining Unit Employees twice per year in June and December. Each Employee shall be responsible for advising the Employer of any change in address.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01 Union Grievance Committee**

The Union shall establish a Grievance Committee that shall not consist of more than three members. The Union will endeavour to provide the Employer with an updated list of the members in attendance prior to the meeting. There shall not be more management members at the meeting than Union members.

### **6.02 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement and shall be settled in the manner outlined in this Article 6.

### **6.03 Time Limits**

Time limits in Article 6 may be extended in writing by mutual agreement. Working day means a day other than Saturday, Sunday or a Holiday.

### **6.04 Complaint Stage**

It is the mutual desire of the Employer and the Union that the complaints of any Employees shall be addressed as quickly as possible. An Employee who has a complaint must bring that complaint to the attention of their Manager or designate within ten (10) working days of when the Employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no Employee has a Grievance until their Manager or designate has been given an opportunity to address the complaint verbally, which shall be a maximum of three (3) working days from the presentation of the complaint.

### **6.05 Grievance Initiation**

Subject to having completed the mandatory Complaint Stage set out in Article 6.04, the Union shall reduce the Grievance to writing. The grievance shall identify the Article or Articles of this Agreement alleged to have been violated. The member shall sign the Grievance, and then, within ten (10) working days of the verbal reply of their Manager or designate in Article 6.04 above, process the Grievance through the following steps in the following sequence:

#### **Step I**

The Grievance shall be submitted to the Deputy Chief Librarian or designate. A meeting will be held between the Deputy Chief Librarian or designate and the Employee within five (5) working days of receipt of the Grievance by the Deputy Chief Librarian or designate. A Representative designated by the Union will accompany the Employee. The Deputy Chief

Librarian or designate shall reply in writing within five (5) working days after the meeting.

### **Step 2**

Failing settlement being reached in Step 1, the Union Grievance Committee, within five (5) working days of the reply from the Deputy Chief Librarian or designate in Step 1 above, but not thereafter, shall present the grievance to the Employer's Grievance Committee at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The meeting shall be held within ten (10) working days after the request from the Union for such meeting. The Chief Librarian or designate shall reply in writing within five (5) working days of the meeting. Either party may, within fifteen (15) working days of receipt of the reply in Step 2 but not thereafter, refer the grievance to arbitration.

### **6.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation of the terms of this Agreement arises, the Union may file a Grievance at Step 1 of the Grievance Procedure.

### **6.07 Group Grievance**

The Union shall have the right to originate a grievance on behalf of a group of Employees when more than one Employee is affected to the same degree by the same set of circumstances which calls for equal remedial action for all concerned. Such a grievance shall commence at Step 1 of the Grievance Procedure.

### **6.08 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

### **6.09 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meeting.

### **6.10 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

### **6.11 Disciplinary Action**

An Employee shall have the right to have their Union Representative present at any discussion with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall notify the Employee, in advance, of the purpose of the interview in order that the Employee may consult with their Union Representative and arrange for them to be present at the interview.

## **ARTICLE 7 - ARBITRATION**

### **7.01 How Board Constituted**

A Board of Arbitration shall be duly constituted as provided by Section 48 (2) of the Ontario Labour Relations Act and attached to this Collective Agreement as Schedule B.

### **7.02 Costs of the Board**

The Employer and the Union shall each pay the fees and expenses of its appointee, and one half of the fees and expenses of the chairperson.

Arbitration shall be as provided by Section 46 of the Ontario Labour Relations Act or as follows:

Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second (2nd) of them appoint a third (3rd) person who shall be the chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any Employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

### **7.03 Limitations upon Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of this Agreement. The Board of Arbitration shall have the power to alter a penalty consistent with the provisions of Section 48(17) of the Ontario Labour Relations Act, S.O. 1995, c.1.Sch.A.

### **7.04 Sole Arbitrator**

The parties may agree, in writing, to have the matter that has been referred to arbitration heard by a single arbitrator.

## **7.05 Mediation**

At the mutual agreement of both parties the following mediation process may be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance procedure outlined in this Article and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties. The parties agree to select three Mediators for this process and have agreed to mediator Gerry Lee. If there is a failure to select the other two mediators and or Gerry Lee is not available in a timely manner, the parties agree to use a mediator provided by the Dispute Resolution Services of the Ministry of Labour.

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

### **8.01 Hours of Work**

The hours of work for Employees shall not normally exceed twenty-four (24) hours per week as assigned by the Employer.

Three (3) hours shall be the minimum shift for employees. This provision is not applicable to staff meetings.

### **8.02 Paid Rest Period**

- a) An Employee shall be permitted a paid rest period of fifteen (15) consecutive minutes for each three (3) hour period worked per day.
- b) An Employee shall be permitted an unpaid lunch period of one-half hour after each five consecutive hours worked. Unpaid lunch periods shall not exceed one hour.
- c) An Employee required by the Employer to remain in a building during a meal period shall be paid at the regular rate of pay for the time of the lunch period.

### **8.03 Inclement Weather**

Employees should make every reasonable effort to attend work during periods of inclement weather. However, they must use good judgment and be mindful first and foremost of their personal safety.

In the event that an employee is unable to attend work due to inclement weather, the employee must contact their immediate Supervisor, and subject to the Supervisor's approval, will account for the time not worked by:

- Banked lieu time
- Accrued vacation time, in the event of no banked lieu time; or
- Unpaid leave of absence in the event of no accrued vacation time.

If the inclement weather occurs after the start of the work day, employees may seek approval to leave early subject to the same process as outlined above.

## **ARTICLE 9 - OVERTIME**

### **9.01 Overtime Defined**

All time worked beyond thirty-five (35) hours per week or seven (7) hours per day or on a recognized holiday shall be considered as overtime. Except in the case of emergency, the Employer shall give at least forty-eight (48) hours notice of overtime.

### **9.02 Compensation for Overtime**

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed between the Chief Executive Officer or designate and the Employee. Lieu time may be accrued up to a maximum of five (5) days. Any lieu time not taken by December 31st shall be paid or may, with prior approval of the Chief Executive Officer or designate, be carried over until April 30th of the next year. Notwithstanding the foregoing, overtime of one (1) hour or less shall be taken as time off instead of cash payment.

### **9.03 Rate of Payment**

An Employee shall accumulate overtime on the following basis:

- a) Over thirty-five (35) hours weekly - time and one-half (1 ½)
- b) On a recognized holiday, - time and one-half (1 ½)

### **9.04 No Layoff to Compensate for Hours Worked**

Employees shall not be required to layoff during normal hours to equalize any overtime worked.

## **ARTICLE 10 - SENIORITY**

### **10.01 Definition of Seniority**

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

### **10.02 Probationary Period**

An Employee shall be considered on probation and will not have seniority standing until s/he has worked two hundred (200) hours for the Employer from their last date of hire. Upon satisfactory completion of the probationary period, an Employee will be credited with two hundred (200) hours of seniority.

The Employer will notify Employees and the Union when the Employee has passed the probationary period.

### **10.03 Limitations on Probationary Employees**

The discharge of a probationary employee will not be subject to the grievance and arbitration procedures, unless the grievance alleges discrimination.

### **10.04 Seniority List**

Once yearly, in January, the Employer shall release a seniority list reporting seniority for each Employee as of December 31<sup>st</sup> the previous year. An up-to-date list shall be submitted to the Union Executive electronically and posted on all appropriate bulletin boards each January.

### **10.05 Loss of Seniority**

An Employee's seniority shall be lost and termination shall be confirmed in the event of:

- a) dismissal for just cause which is not reversed through grievance or arbitration;
- b) voluntarily resigns in writing and does not withdraw the resignation within two (2) working days.
- c) failure to report for work within ten (10) working days after receipt of notice, by registered mail, to return to work following a layoff unless through sickness or other justifiable cause;
- d) absence without leave in excess of five (5) consecutive working days unless a reasonable excuse for such absence is provided;
- e) after a layoff extending for eighteen (18) months.

## **ARTICLE II – LAYOFFS AND RECALLS**

### **11.01 Factors to be Considered in Layoff and Recall**

In the event of a layoff, Employees shall be laid off in the reverse order of their seniority, provided their replacement possesses the qualifications to perform the duties of the position. Employees shall be recalled in order of their seniority provided they have the necessary ability and qualifications to perform the duties of the position.

### **11.02 Advance Notice of Layoff**

In the event of a proposed layoff of thirteen (13) calendar weeks or more, unless legislation is more favourable to the Employees, the Employer shall notify the Employees who are laid off a minimum of eight (8) weeks (or eight (8) weeks pay in lieu of notice) prior to the effective date of layoff.

In the event of a proposed layoff of less than thirteen (13) calendar weeks, the Employer shall notify the Union and the Employees who are laid off a minimum of two (2) weeks (or two (2) weeks pay in lieu of notice) prior to the effective day of layoff.

### **11.03 Notice of Layoff to Union**

In the event of a proposed layoff of thirteen (13) calendar weeks or more, the Employer shall, prior to issuing notices of layoffs:

- a) Provide to the Union, through the Union Management Committee, notification of the proposed layoffs or staff reduction proposals at least three (3) months prior to its implementation.
- b) Relay to the Union the reasons for the layoffs and rationale for the decisions, and the extent of the same.
- c) Discuss the proposal for implementing the same, including the areas affected, the employees affected, and the duration.
- d) Establish a Union Management meeting to discuss any realignment of service or staff and the effect on the bargaining Unit.

### **11.04 Rights of Employees Receiving Notice of Layoff or Displacement**

- a) An employee who is subject to layoff shall have the right to either:
  - i. Accept the layoff; or
  - ii. Displace an employee who has
    - Less bargaining unit seniority in a lower or identical paying classification; and
    - Who has scheduled hours less than or equal to the employee being laid off; and
    - If the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.
- b) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within three (3) business days of the day of the notice of lay-off issued by the Employer.
- c) An employee who is displaced as a result of the bumping process described in a) ii) above, shall have the right to exercise their seniority rights in the same manner.

### **11.05 Recall Procedure**

An employee who is laid off or displaced as a result of a layoff, shall have the right to be recalled to the job held prior to the layoff or displacement, if such job becomes vacant within eighteen (18) months of the later of the expiry of the notice period or the date of the notice of displacement. In the event of a vacancy and a job posting under Article 12.01, the job posting procedure will first be exhausted. Job vacancies shall be provided to all employees on a recall for eighteen (18) months.

**11.06 Employee Recalled to a Different Classification**

An employee recalled to work in a different classification or position from which they were laid off shall have the privilege of returning to their position they held prior to the layoff should it become vacant within six (6) months of being recalled. An employee on layoff will only be recalled to an identical or lower paying classification.

**11.07 No New Employees**

No new Employees shall be hired until those laid-off have been given an opportunity of recall.

**11.08 Preference for Temporary Vacancies**

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

**11.09 Grievance on Layoff and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**ARTICLE 12 - PROMOTIONS AND STAFF CHANGES****12.01 Job Postings**

When a new position is created, or when a vacancy occurs, including a temporary assignment of at least thirty (30) days within the Bargaining Unit, the Employer shall post notice of the position in the Employer's offices and on any Employee bulletin board for a minimum of one week.

**12.02 Information on Postings**

Such postings shall contain the following information:

Nature of position, minimum qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range and primary location.

**12.03 Vacancies**

In filling vacancies, appointments shall be made on the basis of the following factors:

- a) ability and qualifications to fill the vacancy
- b) seniority (system-wide within Bargaining Unit)

Where the factors in a) are relatively equal then seniority shall govern.

c) Where there is only one applicant for a position within the Bargaining Unit, and the posted job description is the same job that the applicant is doing, it will be deemed a lateral transfer without an interview. Notwithstanding, the foregoing shall not apply if the employee is on probation or there are current documented performance or disciplinary issues being experienced.

#### **12.04 Selection Procedure**

- a) Selection of the successful candidate for a job posting shall be made within ten (10) calendar days following the closing date. If the Employer finds it necessary to delay selection for more than ten (10) calendar days after date of closing then the Union shall be informed in writing giving reasons for the delay.
- b) Vacancies shall be posted internally and may be posted externally at the same time. The internal posting shall be posed for ten (10) working day, and internal candidates will be considered and notified of the results of their application before external candidates' applications are reviewed or considered.

#### **12.05 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

The Union Executive shall be notified electronically within seven (7) calendar days of all promotions, demotions, hirings, paid and unpaid leaves exceeding 30 calendar days, resignations, and terminations of employment.

#### **12.06 No Layoff due to Contracting Out**

Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that no Employee shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by its Employees.

#### **12.07 Disabled Worker Provision**

Where an Employee is unable, through injury or illness, to perform their normal duties, the Employer shall endeavour to provide the Employee with suitable alternate employment. Such Employee shall not displace an Employee with more seniority.

#### **12.08 Trial Period upon Promotion and Transfer**

An Employee who receives a promotion or transfer through the job posting procedure will be given a sixty (60) calendar day trial period in the new position. During the sixty (60) calendar day trial, the Employer will provide orientation procedures for the work. After this

sixty (60) calendar day trial either the Employer or the Employee may decide that the Employee is not suited to the new position, and in such cases the Employee will revert to the position held prior to the promotion or transfer with no loss of seniority or wage position in that salary range. The sixty (60) calendar day trial period may be extended by one (1) month with the mutual consent of the parties.

## **ARTICLE 13 - HOLIDAYS**

### **13.01 Entitlement**

The Employer recognizes the following as paid holidays:

|                        |                  |
|------------------------|------------------|
| New Year's Day         | Labour Day       |
| Good Friday            | Thanksgiving Day |
| Easter Monday          | Christmas Day    |
| Victoria Day           | Boxing Day       |
| July 1st               | Family Day       |
| First Monday in August | A Float Day      |

and any other day (except Remembrance Day) proclaimed as a holiday by the Federal, Provincial or Municipal Government. The Float Day shall be taken at a time mutually agreed between the Employee and their supervisor provided that it must be taken in each calendar year.

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

- (i) Employees who regularly work less than sixteen (16) hours per week will be paid three (3) hours for each of the holidays pursuant to 13.01 except the last one half (½) day on the last scheduled work day prior to Christmas Day and/or New Year's Day.
- (ii) Employees who regularly work sixteen (16) hours or more per week will be paid four (4) hours for each of the holidays pursuant to 13.01 except the last one half (½) day on the last scheduled work day prior to Christmas Day and/or New Year's Day.
- (iii) An Employee shall not be paid for any holiday if s/he has been absent without good cause on their working day immediately preceding or succeeding such holiday.

## **ARTICLE 14 - VACATION PAY**

### **14.01 Vacation Pay**

Employees will be paid vacation pay in accordance with the Employment Standards Act, except that the payment shall be six (6) percent for Employees with more than two (2) years continuous and completed service and thereafter and eight (8) percent for Employees with more than five (5) years continuous and completed service.

## 14.02 Vacation Entitlement

Employees will be entitled to the following vacation amounts:

|                          |   |
|--------------------------|---|
| Ten (10) days prorated   | In an Employee's first part year of employment                                    |
| Two (2) calendar weeks   | In the year of an Employee's first (1 <sup>st</sup> ) anniversary                 |
| Three (3) calendar weeks | In the year of an Employee's second (2 <sup>nd</sup> ) anniversary and thereafter |
| Four (4) calendar weeks  | In the year of an Employee's fifth (5 <sup>th</sup> ) anniversary and thereafter  |

## ARTICLE 15 - LEAVES OF ABSENCE

### 15.01 Bereavement Leave

|   |  |
|---|--|
| To enable the Employee to attend or to make funeral arrangements in the case of the death of a:   | The Employee shall be granted bereavement leave of the following consecutive working days, inclusive of the date of the funeral, without loss of regular pay:              |
| <ul style="list-style-type: none"> <li>• Spouse</li> <li>• Common-law spouse</li> <li>• Child</li> <li>• Parent</li> <li>• Step parent</li> </ul> Of the Employee   | Up to five (5)   |
| <ul style="list-style-type: none"> <li>• Ward</li> <li>• Brother</li> <li>• Sister</li> <li>• Grandchild</li> <li>• Grandparent</li> <li>• Son-in-law</li> <li>• Daughter-in-law</li> <li>• Brother-in-law</li> <li>• Sister-in-law</li> <li>• Parent-in-law</li> <li>• Aunt/Uncle</li> </ul> Of the Employee | Up to three (3)  |
| A person with whom a close relationship has been maintained   | One (1) day to attend the funeral. This may be increased to a maximum of three (3) consecutive working days upon the approval of the Chief Executive Officer or designate. |

Up to two (2) additional days for travelling shall be granted, without pay, to allow Employees to attend funerals or Celebrations of Life that are three hundred and twenty (320) or more kilometres from Milton.

Two (2) days from the original entitlement may be saved for interment or Celebration of Life at a later date.

### **15.02 Leave for Personal Reasons**

An Employee may be granted other leaves of absence without pay and without loss of seniority when the Employee requests such leave for good and sufficient reason. Such requests shall be in writing subject to the approval of the Chief Executive Officer or designate. In an emergency, application may be made by telephone or in person. In non-emergency situations, the Chief Executive Officer or designate shall endeavour to give a response no later than five (5) working days from the receipt of such request.

### **15.03 Negotiation Pay Provisions**

A maximum of three representatives of the Union shall be granted leave of absence without loss of pay or benefits for attendance at negotiating meetings with the Employer.

### **15.04 Grievance, Conciliation, Mediation and Arbitration Pay Provisions**

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

### **15.05 Jury or Court Witness Duty**

An Employee subpoenaed for jury duty or as a court witness shall have their normal wages paid by the Employer, and shall turn over to the Employer the fees received from the Court on behalf of such services.

### **15.06 Pregnancy/Parental Leave**

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

### **15.07 Leave for Union Business**

Representatives of the Union shall not suffer any loss of pay when required to temporarily leave their employment to carry on discussions or negotiations with the Employer, or with respect to disciplinary interview, grievance, or arbitration hearings provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

### **15.08 Leave for Union Function**

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss

of seniority. The Union shall reimburse the Employer for receipt of such pay. No more than three (3) members of the Union at one time. The granting of such leave shall be subject to the prior arrangement, when possible and mutually agreed upon, of at least twenty (20) days with the Employer and to the efficiency of the Employer's operations. The maximum time for such leave shall not exceed a total of twenty (20) days per Agreement year. The request and reply shall be in writing and a response will be received no later than five (5) working days from the receipt of the Request.

**15.09 Education Leave**

If an Employee is required by the library to take a course, the library will provide the tuition fees before the Employee takes the course. The tuition fee shall be recoverable if the Employee does not successfully complete the course.

If an Employee undertakes a course which, in the opinion of the Chief Executive Officer or designate is considered to have a direct benefit with respect to the duties of the Employee, then the Employer will pay fifty percent (50%) of the tuition fees before the Employee takes the course. The tuition fee shall be recoverable if the Employee does not successfully complete the course.

**ARTICLE 16 - RATES OF PAY**

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

| April 1, 2020 to March 31, 2023 |        |        |        |  |
|---------------------------------|--------|--------|--------|--|
| Date                            | Step 1 | Step 2 | Step 3 | Comment  |
| 1-Apr-20                        | 13.81  | 14.27  | 14.70  | 1.75% over 2019  |
| 1-Apr-21                        | 14.01  | 14.48  | 14.92  | 1.5% over 2020   |
| 1-Apr-22                        | 14.22  | 14.70  | 15.15  | 1.5% over 2021 or *me too* if better at Town of Milton |

**16.02 Salary on Temporary Assignment**

An Employee shall be deemed to be covered by this Agreement during any period of temporary assignment outside of the Bargaining Unit. Seniority shall continue to accumulate while on such assignment.

**ARTICLE 17 - TECHNOLOGICAL CHANGE**

**17.01 Technological Change - Advance Notice**

The Employer shall give reasonable notice to the Union before the introduction of any technological change. Such discussions shall be referred to the Labour-Management Committee.

## **ARTICLE 18 - GENERAL PROVISIONS**

### **18.01 Validity of Agreement**

Where any provision of this Agreement or any practice thereafter is at any time contrary to the law, this Agreement is not to be deemed abrogated but is to be amended so as to make the provisions of this Agreement conform to the law.

### **18.02 Singular vs Plural and Feminine vs Masculine**

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

### **18.03 Copies of Agreement**

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer and the Union shall share equally the cost of printing sufficient copies of this Agreement.

### **18.04 Personnel Files**

- a) No evaluation material on an Employee's conduct, service, character, or personality will be placed in such Employee's file unless such Employee is given an opportunity to read it. An Employee shall have the right to have access to review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Failure to grieve discipline, or to pursue such grievance to arbitration, shall not be considered an admission that such discipline was justified.
- b) Except for normal personnel actions such as job interview, performance appraisals and disciplinary interviews, access to an Employee's personnel file is limited to the Chief Executive Officer and their confidential secretary and senior management personnel. For the purpose of these personnel actions, material in or material intended for, the Employee's personnel file is accessible only to the person or persons conducting the interviews and/or appraisals.

### **18.05 Employee who is Injured or Sick**

- a) Any Employee who is injured or becomes sick at the workplace shall be paid for the remainder of the shift involved.
- b) Employees may be granted Leave of Absence of up to Twelve (12) hours per year with pay due to illness. Payment shall be subject to the approval of the Chief Executive Officer or designate.

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

The Employer will recognize a Labour/Management, Health and Safety Co-operative Committee consisting of not more than two (2) Employees for the purpose of meeting with not more than two (2) representatives of the Employer to maintain communications between the parties to discuss matters of mutual concern. The Committee will meet at either the request of the Union or the Employer. Representatives of the Union will suffer no loss of pay or benefits for attendance at meetings of the Committee.

### **18.07 Correspondence**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Chief Executive Officer for the Employer and the Unit Chairperson for the Union.

### **18.08 Allowance for Use of Personal Cars**

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

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

### **19.01 New Classification**

When a classification within the Bargaining Unit not covered by Article 16.01 is established during the term of this Agreement, the classification will undergo job evaluation as per Schedule B and the Employer will submit to the Union seven (7) days prior to the establishment of the new or changed classification, a copy of the job description and its proposed rate of pay. If the Union disagrees with the proposed rate of pay, the rate of pay shall be subject to negotiations between the Employer and the Union. If agreement cannot be reached on the rate of pay such dispute shall be subject to the Grievance Procedure and Arbitration.

## **ARTICLE 20 - TERM OF AGREEMENT**

### **20.01 Duration**

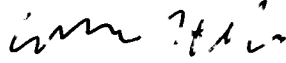
The Agreement shall be binding and remains in effect from April 1<sup>st</sup>, 2020 to March 31<sup>st</sup>, 2023 and shall continue from year to year thereafter unless either the Employer or the Union gives to the other notice in writing not more than 90 days nor less than 30 days prior to the expiry date of this Agreement of its desire to bargain with a view to renewal, with or without amendment, of this Agreement, or the making of a new Agreement.

Dated at Milton, Ontario this 31<sup>st</sup> day of May, 2021.

**FOR THE UNION**



Deborah LeBret

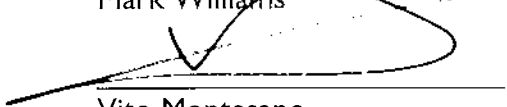


Calvin Hill

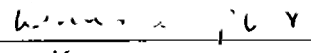
**FOR THE EMPLOYER**



Mark Williams



Vito Montesano



Kanta Kapoor

**SCHEDULE B**  
**JOB EVALUATION SYSTEM**  
**Review Committee**

Membership

2 members of Labour appointed by Unit  
2 members of Management  
(Meetings will be co-chaired alternately by Labour/Management)

Term

Term of the committee is concurrent with current Union Contract.

Purpose of Committee

To receive requests to review job information/description in relation to Job Evaluation System and provide a resolution.

The committee will appoint and jointly share the cost of an objective referee not affiliated with the library for the term of the committee.

Procedure

Any Employee may request a review of job information/description. To do so, the following procedures are in place:

1. Employee fills out request form and sends it to the Review Committee via the C.E.O.;
2. Chair of Review Committee will call Committee Meeting. The Request Form will be reviewed by full Committee within fourteen days of receiving Request;  
The Committee will determine what action is required and will inform staff member originating Request of the action being undertaken and provide a date for resolution.
- 3a) Upon resolution of the Request by Committee consensus, a review Committee Report will be completed. A representative of the Committee will inform the Employee of the findings and present the Employee with a copy of the report. The findings of the Committee are considered final and binding upon the Employee.
- 3b) The Employee will sign the Review Committee Report to indicate s/he has received the information.
- 3c) The Review Committee Report will be filed in Administration with a copy to the Union.
4. Upon the Committee being unable to reach consensus, the Request will be referred to the Referee for resolution.
5. After the final meeting with the Referee, if consensus is still not reached, the Referee will provide the Committee with a written report of their resolution. This resolution will be considered binding.
6. Upon resolution of request, no further review may be requested for a six month period.
7. This procedure will form a Letter of Agreement to the current Union Contract.

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