



Part-Time Collective Agreement

between

The Ajax Public Library Board

and

The Canadian Union of Public Employees

and its Local #3565

Expires March 31, 2025

Part-Time Collective Agreement

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1.00 Preamble

- 1.01 The general purpose of this Collective Agreement is to settle conditions of employment between the Parties and to provide procedures for the resolution of grievances.
- 1.02 In consideration of the above, the Parties hereby mutually agree as follows:

2.00 Definitions

- 2.01 Agenda An itemized list of matters to be discussed at a meeting.
- 2.02 Bargaining Unit Part-Time Bargaining Unit of CUPE Local 3565
- 2.03 Business Day Any day from Monday to Friday.
- 2.04 C.L.E.O. Chief Librarian and Executive Officer
- 2.05 Continuous Employment (Services) The period of employment with the Ajax Public Library from the date of hire. Continuous service ceases to accrue during approved leaves of absences of twenty (20) working days or more that are not paid and that are not covered in Part XIV of the Employment Standards Act – Leaves of Absence
- 2.06 Employees Members of the Part-Time Bargaining Unit of CUPE Local 3565
- 2.07 Employer The Ajax Public Library Board
- 2.08 Floater Holidays For the purposes of payment for “floater” holidays, a regular shift length shall be deemed to be four (4) hours.
- 2.09 Full Time Equivalency (F.T.E.) One year of F.T.E. is equal to one thousand, eight hundred and twenty (1,820) worked hours.
- 2.10 The Library Ajax Public Library
- 2.11 Library Branch Any library owned/operated location where permanent library employee(s), within the Bargaining Unit regularly perform their responsibilities for the Library Board.
- 2.12 Management Designate A member of the Exempt Supervisory staff or persons above that rank.
- 2.13 Management Supervisor Anyone in the employ of the Ajax Public Library who is not a Bargaining Unit Member, with the exception of the Corporate Services Finance Assistant and the Corporate Services HR Assistant.

- 2.14 One Year of Employment Eighteen hundred and twenty (1,820) hours paid is equivalent to one (1) year of employment.
- 2.15 Parties CUPE Local 3565 and the Employer
- 2.16 Permanent Employee An employee within the Bargaining Unit who has satisfactorily completed the probationary period of ninety (90) worked days and has been placed on the permanent staff list, except for Pages. Pages must satisfactorily complete a probationary period of forty-five (45) worked days.
- 2.17 President President of the Part-Time Bargaining Unit
- 2.18 Probationary Employee An employee within the Bargaining Unit who has not completed the probationary period of ninety (90) worked days, except for Pages. Pages must satisfactorily complete a probationary period of forty-five (45) worked days.
- 2.19 Recurring Schedule A schedule worked normally by an employee, but, not necessarily guaranteed or fixed.
- 2.20 Work Week For employees hired after June 1, 2005, the regular work week shall include any day from Sunday to Saturday inclusive. For employees hired prior to June 1, 2005, the regular work week shall include any day from Monday to Saturday inclusive.
- 2.21 Seniority The length of employment with the Employer since the last date of hire, in hours worked.
- 2.22 Union C.U.P.E. in general and/or its National Representatives
- 2.23 W.S.I.B. Workplace Safety Insurance Board
- 2.24 Worked Day Any day from Sunday to Saturday that an employee was scheduled to work.
- 2.25 Working Day Any day from Sunday to Saturday inclusive, excluding those days recognized as holidays under Article 25 – Paid Holidays and subject to Article 19.05.

3.00 Recognition

- 3.01 The Employer recognizes the Bargaining Unit as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all employees of the Employer in the Town of Ajax, regularly employed for less than twenty-four (24) hours per week, save and except, Corporate Services Assistants, Senior Corporate Services Assistants, Service Coordinators, Service Managers, and persons above those ranks.

- 3.02 a) The Employer and Union agree employees will not conduct union business during working hours except as specifically set out elsewhere in this Agreement.
- b) The Employer agrees, provided three (3) business days' notice is received, to allow the Local Bargaining Unit to hold, during such time that the Library is not open to the public, a meeting once per month, for employees outside their scheduled work hours, in the Employer's Library Meeting Room provided same meeting is scheduled to commence and conclude at such time(s) as to not conflict with such other library activities as may be scheduled for the same time.
- c) The Employer agrees that members of the Union's Executive may use the Employer's e-mail system to send out meeting reminders to its members. All other broadcast e-mail distribution is to be approved by the C.L.E.O. prior to sending.
- d) The employer further agrees, provided three (3) business days' notice is received, to allow the Local Bargaining Unit's Executive Committee to hold a meeting once per month for members of the committee outside their scheduled work hours in the Employer's Library Meeting Room provided such meeting is scheduled to commence and conclude at such time(s) as not to conflict with such other library activities as may be scheduled for the same time.
- 3.03 a) No Bargaining Unit employee shall lose any regularly scheduled hours, be laid off, or fail to be recalled as a result of the utilization of volunteers.
- b) The Employer shall provide the Bargaining Unit with advanced written notification whenever volunteers are to be utilized.

4.00 Discrimination/Harassment

- 4.01 The Employer and the Bargaining Unit agree that there shall be no harassment, discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, promotion, secondment, transfer, layoff, recall, discipline, classification, or discharge, by reason of age, race, creed, colour, national origin, political or religious affiliation, marital status, gender, sexual orientation, membership or non-membership in the Bargaining Unit or activity or lack of activity in the Bargaining Unit.

The Employer and the Bargaining Unit further agree that every employee has the right to be free from workplace harassment as defined under the Occupational Health and Safety Act including but not limited to vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

- 4.02 The Employer will not make any amendments to the Library's Harassment Policy without input from the Bargaining Unit.

5.00 Management Rights

- 5.01 The Bargaining Unit acknowledges and agrees that the management of the operations and direction of the working force are exclusively the function of the Employer, and without restricting the generality of the foregoing, the Employer may:
- a) maintain order, discipline, and efficiency
- b) hire, discharge, direct, classify (subject to review by the Joint Job Evaluation Committee), transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an

employee has been suspended or discharged without just cause may be treated as a grievance as provided under the grievance procedure except that a probationary employee may be terminated, at the Employer's sole discretion, without recourse to the grievance and arbitration procedures;

- c) make, enforce and alter, from time to time, rules and regulations governing the conduct of the employees and;
- d) generally to manage and operate the Library in all respects in accordance with its commitments, obligations and responsibilities to the public for the efficient and economical carrying-out of the operations and undertakings of a Library and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance and qualifications for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

5.02 The Employer agrees that these rights shall only be exercised in a manner consistent with the provisions of this Agreement.

6.00 Joint Negotiation Committee

- 6.01 It is understood and agreed that the Employer and members of the Full-Time and Part-Time Bargaining Units will meet jointly when negotiating the Full-Time and Part-Time Collective Agreements.
- 6.02 The Employer acknowledges the right of the Bargaining Unit to form a four (4) member Joint Negotiation Committee, with representatives from both the Full-Time and Part-Time Bargaining Units. One (1) member of the Joint Negotiation Committee will be the President of the Local.
- 6.03 The members of the Bargaining Unit Negotiating Committee shall be entitled to up to two (2) shifts leave of absence, Union paid, without loss of benefits and seniority to prepare for bargaining. These shifts shall not affect the aggregate total in Article 26.03 a). The Bargaining Unit shall give ten (10) days notice of requesting such leave and notice shall be in writing and forwarded to the Manager of Corporate Services or her designate for approval.
- 6.04 The Bargaining Unit shall notify the Employer in writing of the names of each Joint Negotiation Committee member. The Employer shall not be required to recognize any committee member until such notification from the Bargaining Unit has been received.
- 6.05 It is understood and agreed that members of the Joint Negotiation Committee shall, where permission has been granted, be permitted to leave their employment temporarily to attend to meetings with Employer representatives. Such committee members shall suffer no loss of pay for time spent at such meetings during their scheduled normal hours of work or portion thereof. Should meetings be held outside of the member's scheduled hours of work, such meeting time shall be considered as time worked and paid at the regular rate of pay. It is agreed that no overtime or length of shift requirements apply to a Committee member for attendance at such meetings.
- 6.06 Both parties agree to come to negotiation meetings prepared to negotiate. It is understood that the parties will be allowed reasonable time during bargaining meetings to prepare responses.

7.00 Collective Agreement

- 7.01 The Employer and the Bargaining Unit desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. The Employer will provide copies of the Agreement to each employee. The cost associated with providing copies to employees will be shared equally by the Parties.
- 7.02 Prior to the printing of the Collective Agreement, the Bargaining Unit will be provided with a proof copy for its review within forty-five (45) calendar days of ratification by the Bargaining Unit. The Bargaining Unit will report any perceived errors or omissions to the Employer within forty-five (45) calendar days from the date of receipt. In the event of a dispute, the original signed Memorandum of Settlement will prevail.
- 7.03 The Employer agrees to approve a request from a Bargaining Unit Steward, within the workplace, for a meeting of up to thirty (30) minutes, during a newly hired unionized employee's scheduled hours, for the purpose of advising such employee of her rights and obligations under the terms of this Agreement. Such a request must be received within the first month of the newly hired employee completing the probationary period.

8.00 Union Security

- 8.01 All employees who are presently members of the Bargaining Unit, as of the date of ratification, shall remain members of the Bargaining Unit. All employees hired after the date of ratification shall become and remain members of the Bargaining Unit upon completion of their probationary period.
- 8.02 The Employer agrees to deduct regular Union dues, in the amount to be advised by the Bargaining Unit, bi-weekly from the wages of each employee covered by this Agreement and to remit the same to the National Secretary-Treasurer of the Bargaining Unit, with a copy to the Local Bargaining Unit, not later than the fifteenth working day of the following month, together with a list of all employees from whose wages the deductions have been made. A list of additions, deletions, and changes will also be supplied to the Local Bargaining Unit.
- 8.03 If sufficient wages are not available for the total amount of each deduction, no deduction shall be made thereunder.
- 8.04 The Bargaining Unit shall indemnify and save harmless the Employer, including its agents and employees acting on behalf of the Employer, from any liability including any and all claims, demands, actions, or causes of action arising out of or in any way connected with the deduction or collection of such dues.
- 8.05 The Employer will be advised by written notification from the Bargaining Unit of any changes in the amount of the regular monthly union dues. The changes shall become effective not earlier than the commencement of the second month following the month such notification was received.
- 8.06 The total amount of Union dues deducted shall be included on the T-4 slips.
- 8.07 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Agreement.

8.08 Upon request from the Bargaining Unit, the Employer agrees to provide the names, addresses, and phone number on file, for all Bargaining Unit members.

9.00 Labour/Management Committee

9.01 A Labour/Management Committee representing both Bargaining Units consisting of not more than two (2) representatives from the Bargaining Units who have completed their probationary period, one (1) will be the President of the Local and one (1) will be the Vice-President of the Local or their designates and two (2) representatives from the Employer may meet with a view to promoting good labour/management relations and communications. The Committee shall be advisory and consultative only.

9.02 The Labour/Management Committee shall meet a minimum of quarterly, unless otherwise mutually agreed, at a mutually agreeable time and place.

9.03 A Secretary, who shall act solely as the recorder of minutes to this Committee, shall be provided by the Employer, after consultation with the Bargaining Unit.

- 9.04
- a) The Employer and the Bargaining Unit agree to the use of recording devices during Labour/Management meetings.
 - b) Any and all recordings remain the property of the recording party.
 - c) Any and all such recordings shall remain strictly confidential and shall not be broadcast, copied, transmitted or otherwise used in a manner that violates this Agreement.

9.05 Committee representatives shall receive notice and an agenda of the meeting at least two (2) business days in advance of the meeting, which may be delivered electronically via e-mail.

9.06 Whenever possible, Labour/Management meetings shall be scheduled during Bargaining Unit Committee member's regularly scheduled hours of work. Should meetings be held outside of the members scheduled hours of work, such meeting time shall be considered as time worked and paid at the regular rate of pay. It is agreed that no overtime or length of shift requirements apply to a Committee member for attendance at such meetings.

- 9.07
- a) The minutes of the meeting are to be recorded by the Secretary and shall be provided to all Committee members in draft form, to be reviewed within two (2) weeks of same meeting.
 - b) Provided the Committee members are in agreement with the minutes as recorded (with the exception of minor typos to which the parties agree on corrections), copies may be signed by the C.L.E.O. or designate and the Union President outside the formal meeting, within two (2) weeks of receipt and/or amendment (in the case of minor typo corrections).
 - c) The Secretary of the Committee shall distribute copies of the approved meeting minutes to all Committee members.

10.00 Union Representation

10.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Bargaining Unit to appoint or elect, from amongst the employees covered by this Agreement who have completed their probation period, two (2) Stewards for the Main Branch, and one (1) Steward

per other library branch whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

- 10.02 The Bargaining Unit shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize the Steward.
- 10.03 It is agreed that a maximum of two (2) Bargaining Unit members, appointed by the local, shall constitute the Grievance Committee, as so recognized in accordance with the grievance procedure. Further, it is acknowledged that, subject to Article 11.07 b), the grievor shall have the right to be present at meetings.
- 10.04 It is understood and agreed that the Steward has her regular work to perform on behalf of the Employer. However, should she be required to assist an employee in presenting a grievance during her regular working hours, she shall not leave her work without first obtaining the permission of her manager, or designate. When resuming her regular duties she shall again report to her manager or designate. Time spent by a Steward assisting an employee in presenting a grievance shall be without loss of regular pay.
- 10.05 It is understood and agreed by both parties that in the absence of the regular Steward, the Bargaining Unit may appoint an alternate member to act as an interim designate.
- 10.06 It is understood and agreed by both parties, that whenever the Employer deems it necessary to discipline a member of the Bargaining Unit, she shall be informed of her right to have a Steward, or in the Steward's absence, a designate chosen by the Union Executive, prior to any discipline being imposed.

11.00 Grievance Procedure

- 11.01 It is the mutual desire of the parties hereto, that complaints of employees and of the Employer shall be addressed as quickly as possible. It is understood that an employee has no grievance until she has first given her Management Supervisor or, in her absence, Management designate an opportunity to address her complaint(s). If an Employee has a complaint, she with the assistance of her steward or designate, if desired, shall discuss it verbally with her Management Supervisor or Management designate prior to the end of working hours by the seventh (7) calendar day, after the day on which the circumstances giving rise to the complaint originated or occurred, or should have been known to the employee.

Failing settlement within the seven (7) calendar days thereafter it may then be taken up as a grievance, prior to the end of normal working hours on the seventh (7) calendar day following notification of the Management Supervisor's decision, in the following manner and sequence:

11.02 Step Number 1

- a) The employee, who may request the assistance of her Steward or designate, may present her grievance to the Service Manager or in her absence, her Management designate. The grievance shall be in writing, shall include which article(s) of the Agreement is being grieved and shall include the nature of the grievance and the remedy sought. The Service Manager, or Management designate shall deliver her decision in writing prior to the end of normal working hours on the seventh (7) calendar day following the presentation of the grievance.
- b) In the event of an Employer grievance, such grievance shall be presented, in writing, to the Secretary-Treasurer of the Union. The grievance shall include which article(s) of the Agreement is being grieved and shall include the nature of the grievance and the remedy sought. The Union

Secretary-Treasurer shall deliver the Union's response, in writing, prior to the end of normal working hours on the seventh calendar day following the presentation of the grievance, which shall be considered a Step Number 2 decision.

Step Number 2

Failing settlement, the employee and the Bargaining Unit Grievance Committee may present the grievance in writing to the C.L.E.O. or, in his absence, his Management designate, prior to the end of normal working hours on the seventh (7) calendar day after the decision given above. A meeting may be held prior to the end of normal working hours of the seventh (7) following calendar day between the C.L.E.O. or his Management designate, and the employee and the Bargaining Unit Grievance Committee. Failing settlement, the decision of the C.L.E.O. or his Management designate shall be delivered to the Bargaining Unit in writing prior to the end of normal working hours on the seventh (7) following calendar day.

- 11.03 Failing settlement and if the grievance is to proceed to mediation or arbitration, such grievance shall be submitted to mediation/arbitration within twenty-one (21) calendar days from receipt of the written decision under Step 2.
- 11.04 Replies to grievances stating reasons shall be in writing at all stages.
- 11.05 A Staff Representative of the Bargaining Unit or designate, may be present at the request of the Bargaining Unit. It is understood that the C.L.E.O. or his designate, may have such counsel and assistance as he may desire at any meeting with the Bargaining Unit Grievance Committee.
- 11.06 a) It is agreed that a grievance arising directly between the Employer and the Bargaining Unit, to be known as a Policy Grievance, shall be originated under Step Number 2, and the time limit set out with respect to that step shall appropriately apply.
- b) It is further agreed that the Bargaining Unit may act on behalf of an employee who is unable to file a proper grievance, initiating the grievance at the appropriate step. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees, and that the regular grievance procedure shall not be therefore bypassed.
- c) Where a number of employees have similar grievances and each employee would be entitled to grieve separately, such employees may present a written group grievance through their steward or grievance committee. Any such grievance must include the names of each individual employee filing the grievance. Notwithstanding Article 11.01, if the grievance is contained within one work group it shall be originated at Step 1. If the grievance affects more than one department, it shall be originated at Step 2. The time limits set out with respect to the steps shall apply appropriately.
- 11.07 a) No adjustment under the grievance procedure or arbitration procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Employer under the grievance procedure (including the seven (7) day period within which the employee may grieve) except as to errors involving an employee's wages and/or seniority.
- b) The grievor shall have the right to be present at meetings outlined in this clause, held to resolve or to discuss her grievance.

11.08 It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement in writing or via e-mail, or as outlined in the Labour Relations Act.

12.00 Mediation/Arbitration

12.01 a) Grievances which remain outstanding at the conclusion of the grievance procedure may be referred to a jointly selected Mediator prior to any referral to arbitration. The costs of any such mediation shall be borne equally by the parties.
b) When either party requests that any matter be submitted to mediation, it shall make such request in writing, addressed to the other party to this Agreement.

12.02 a) The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Bargaining Unit and the third person to act as Chairperson chosen by the other two members of the Board.
b) A single Arbitrator, agreed upon by both parties, will be selected and will have the same powers and limitations as a Board of Arbitration.
c) When the parties cannot reach an agreement on the selection of a single Arbitrator, a Board of Arbitration will be used and will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Bargaining Unit and a third person to act as a Chairperson, chosen by the other two members of the Board.

12.03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

12.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement nor to alter, modify, add to or amend any part of this Agreement.

12.05 The proceedings of the arbitration will be expedited by the parties hereto, and the decision of the Arbitrator will be final and binding upon the parties hereto, and the employee or employees concerned.

12.06 Each of the parties hereto will jointly bear the fees and expenses of the Mediator/Arbitrator.

12.07 The time limits fixed in both the grievance and the arbitration procedure may be extended by the written consent of the parties to this Agreement. It is also understood that the Arbitrator may waive the time limits, in accordance with the appropriate clauses as outlined in the current Labour Relations Act.

12.08 All mediation/arbitration hearings will be held in the Town of Ajax.

13.00 Personnel Records

13.01 On any business day when the C.L.E.O. or his designate is in attendance, an employee shall have the right, upon reasonable advance written or e-mail notice to the C.L.E.O. or his designate, to have access to and to review her own individual personnel record in the presence of the C.L.E.O. or his designate, and may have a witness, of her choice, present provided there is no cost to the employer. Any disagreement as to the accuracy of information contained in the personnel record may be noted by the employee and placed in the personnel record. The Employee shall have the right to make copies of any

materials contained in her own individual personnel record. Each employee is entitled to a maximum of twenty (20) copied pages per year, without charge.

14.00 Discipline

- 14.01 Whenever the Employer intends to discipline an employee, the Employer shall notify the employee and the Union Executive at least three (3) hours before the proposed discipline. If the Employee chooses to have union representation, the Union Executive will ensure that such is provided and present at the interview.
- 14.02 Provided that an employee has a clear disciplinary record for two years, the record of an employee shall not be used against her to substantiate further disciplinary action.
- 14.03 a) Whenever an employee has prior disciplines on their file, the employee will have union representation at all meetings with management where the result of the meeting may lead to discipline.
b) For the purpose of this article, discipline means a written or verbal reprimand, suspension, or termination of employment.

15.00 Discharge Cases

- 15.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed her probationary period. Accordingly, the release of a probationary employee will not be subject to the grievance procedure.
- 15.02 A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance, if a written statement of such grievance is lodged with the C.L.E.O. or designate at Step Number 2 during normal business hours by the seventh (7) calendar day after the discharge is affected. Such special grievance may be settled under the grievance or arbitration procedure by:
- a) confirming the Employer's action in dismissing the employee;
 - b) reinstating the employee with or without compensation and seniority for such time lost due to the discharge at her regular rate of pay for her normally scheduled work for such period, less any amounts of money earned by the employee during such a period;
 - c) any other arrangement which may be deemed just and equitable.

16.00 Seniority

- 16.01 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Bargaining Unit and posted on all bulletin boards twice yearly, in January and July of each year.
- 16.02 Seniority is based on the length of employment with the Employer since the last date of hire. This will include service with the Employer prior to certification of the Bargaining Unit. An employee shall accumulate seniority for hours she would have normally worked during an absence due to paid sick leave and due to paid vacation.

When a new employee is hired, she shall be on probation for a period of ninety 90 worked days in any consecutive twelve (12) month period, except for new employees hired as Pages who shall be on probation for forty-five (45) worked days. During her probationary period, an employee shall not be covered by any of the terms of this Agreement, except for her rate of pay, payment of Union dues under Article 8.02. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

It is understood that upon mutual agreement of the Employer and the Union, the probationary period may be extended up to a maximum of one hundred and eighty (180) worked days.

An employee who is retained after the probationary period shall be deemed satisfactory and shall be placed on the seniority list and credited with seniority from the day of her last hiring by the Employer. The Employer shall notify the Union within five (5) business days of the successful completion of an employee's probationary period.

- 16.03 In the case of sickness certified by a duly qualified medical practitioner, the employee shall retain seniority until the expiration of one (1) calendar year after all accumulated sick pay credits have been exhausted, subject to the Ontario Human Rights Code.
- 16.04 In the case of an accident not recognized by the W.S.I.B. of Ontario, the employee shall retain seniority until the expiration of one (1) calendar year after all accumulated sick pay credits have been exhausted, subject to the Ontario Human Rights Code.
- 16.05 In the case of an accident recognized and covered by the W.S.I.B. of Ontario, the employee shall accrue seniority until either she is certified by the proper officials of that Board (W.S.I.B.) as being fit and able to return to work, or alternatively until she shall be placed on pension by the Board (W.S.I.B.), whereby the appropriate legislation shall govern.
- 16.06 In the case of layoff, the employee shall retain but not accrue her seniority until the expiration of twenty-four (24) calendar months from the actual date of layoff.
- 16.07 An employee shall lose seniority rating for any of the following reasons:
- a) if she resigns;
 - b) if she is discharged and not reinstated;
 - c) if she fails to return to work after layoff within seven (7) calendar days after being notified by registered mail to do so. However, providing such failure to return is caused by sickness certified by a duly qualified medical practitioner, the time for return shall be extended for a period equivalent to the length of time she is prevented by illness from returning to work. This is not to exceed a maximum of one (1) calendar year. At the discretion of the Employer, her seniority may be temporarily reduced to just below the last employee recalled or hired. When she is recalled, her seniority shall be reinstated. A copy of the registered notice referred to herein shall be forwarded simultaneously to the Bargaining Unit;
 - d) If she is absent for three (3) consecutive working days without an Employer approved leave of absence, unless a reasonable reason is given;
 - e) if she retires.

16.08 It shall be the responsibility of the employee to keep the Employer Informed of her telephone number and personal email address, where available, along with her current postal address, and any notice given to the employee by the Employer under the terms of this Article shall be deemed properly given provided it is addressed to her last postal address on record, with a copy going to the Bargaining Unit.

16.09 Should an employee go from the Full-Time Bargaining Unit to the Part-Time Bargaining Unit, or vice-versa, she shall bring with her all her seniority based on one thousand, eight hundred and twenty (1,820) hours paid equals one year.

17.00 Promotion and Staff Changes

17.01 When new jobs or vacancies are created, these positions will be e-mailed to all staff and posted electronically to all employees in the Full- Time and Part-Time Bargaining Unit for a period of seven (7) calendar days during which time all present employees will have an opportunity to apply and be considered before others are considered. In order to be eligible for the posted position, an employee must apply in writing within the seven (7) calendar day period.

17.02 Such notice shall contain the following information: the nature of the position, qualifications, required knowledge and education, skills, shifts, hours of work, wage or salary rate or range.

17.03 Promotions and/or transfers within the Bargaining Unit will be based primarily on skill, ability, and qualifications of the employees concerned to meet the normal requirements of the job. When two or more employees are determined to be relatively equal, seniority shall govern.

17.04 When an employee is promoted or transferred to another position or classification, she shall be on a trial period for ninety (90) worked days from the date of commencing new duties. The Employer and the Union may agree to extend this trial period up to one-hundred and eighty (180) worked days. If the employee proves to be unsatisfactory to the Employer, or if the employee is unsatisfied, the Employer shall return the employee to her former position or classification. Any other employee affected will be returned to her former classification or position. Upon completion of the trial period in a new position she will be made permanent.

17.05 An employee covered by this Agreement, who, through advancing years or disablement is unable to perform her regular duties, at the discretion of the Employer and the Bargaining Unit, may be given preference of any light work available without regard to seniority and without regard to the terms of this Agreement, save and except that she shall receive the salary payable at the time for the position to which she is assigned.

- 17.06
- a) The Bargaining Unit shall be notified in advance, within two (2) weeks, of all promotions, demotions, hirings, transfers, recalls, resignations, retirements and any other termination of employment within the Bargaining Unit.
 - b) The Bargaining Unit shall be notified in advance, where possible, of all resignations and retirements within the Bargaining Unit, within two (2) weeks of the effective date of the resignation or retirement.
 - c) In the event of a layoff being considered, the Employer agrees to meet with the Union to discuss details of the layoff and to consider suggestions from the Union.

- 17.07 In the event the C.L.E.O. approves the appointment of an employee to temporarily fill a higher rated job classification, and the employee is responsible for the core duties of the classification, the employee shall be paid the greater of either the minimum rate for the higher rated job classification or their current salary.
- 17.08 The foregoing policy shall become effective following one (1) hour of work in the higher classification.
- 17.09 A copy of all job postings shall be provided to the Secretary of the Bargaining Unit whenever a job is posted.
- 17.10 a) An employee successful in obtaining a new job within the same Pay Band shall remain at the Step they have attained.
- b) An employee successful in obtaining a new job within a lower Pay Band shall be placed on the least disadvantageous step of the Pay Band.
- c) An employee successful in obtaining a new job within a higher Pay Band shall be placed in the new pay band at the step which realizes an increase in wage rate for such employee.

18.00 Layoffs and Rehiring

- 18.01 a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided those retained can fulfill the normal requirements of the available jobs as defined in the approved position description. Employees shall be notified of layoff by letter delivered in person or in the alternative, sent by personal email and by direct telephone call. Employees shall be recalled in the order of their seniority to the same part-time job classification from which they were laid off or to a part-time opportunity at or below the laid-off employee's original job classification, provided the employee can meet the required qualifications with minimal training. In such cases, the requirement to post under Article 17 does not apply. New employees shall not be hired until those laid off have been given the opportunity of recall.
- b) The Employer shall notify the employee of a recall opportunity by registered delivery, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the 5th day following the date of mailing) and to the employee's personal email. The employer shall also call the employee via telephone to provide notification (notification shall be deemed to be received when direct contact with the employee is made). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. Recall can commence earlier upon mutual agreement of both parties. The employee is solely responsible for his or her proper address being on record with the Employer.
- c) Notwithstanding clause 18.01(a) and (b) above, in the event of a government declared emergency, the required qualifications with minimal training shall not apply with respect to layoff and recall and the employer may layoff and recall employee(s) by seniority within their job classification based on the reasonable requirements of its operations.
- 18.02 In the event of a proposed layoff, except in the case of a layoff due to reasons beyond the control of the Employer, the Employer shall give the employee notice in accordance with the appropriate clauses as outlined in the current Employment Standards Act.
- If the employee has not had the opportunity to work the days, she shall be paid for the days for which work was not available.
- 18.03 A laid-off employee may decline opportunities of recall to job classifications lower than her previous job classification without forfeiting her right of recall for the 24 calendar month period from the actual date of layoff, as per Article 16.06.

18.04 Bumping Rights

- a) An employee in receipt of a layoff notice may elect to displace another employee who has lesser bargaining unit seniority in the same or lower pay band if the displacing employee has the ability to meet the normal requirements of the job.
- b) An employee who chooses to exercise the right to displace another employee shall advise the Employer of her intention to do so and the position claimed within fourteen (14) calendar days of receiving notice of layoff.

19.00 Hours of Work

19.01 The following shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

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

19.03 Employees shall be permitted a paid break period as per the following chart. The break period shall be taken at the discretion of the Supervisor. Staff are not permitted to leave the employer's premises during any paid break period.

Shift of 3 hours or less	No break
Shift of > 3 to 5 hours	1 x 15 minutes
Shift of > 5 to < 7 hours	1 x 15 minutes plus an unpaid meal break of 1/2 hour
Shift of 7 or more hours	2 x 15 minutes plus an unpaid meal break of 1/2 hour to 1 hour by option of the employee, subject to operational needs and Management approval.

19.04 Generally, the normal shift length shall not exceed seven (7) hours, exclusive of the meal period, nor shall it be less than three (3) hours in length.

19.05 The schedule for hours of work shall be posted on the appropriate bulletin boards and electronically on time/labour management software a minimum of two (2) weeks in advance of the scheduled work period. The posted schedule for hours of work may be changed due to unforeseeable circumstances beyond the control of the Employer, subject to mutual agreement between the Management Supervisor and the employee. In case of a dispute, the posted electronic format will prevail.

- a) If work is scheduled on a Sunday, it shall be shared by those employees with the required qualifications, skill, and ability. Part-Time Bargaining Unit employees hired prior to June 1, 2005, will be recruited on a voluntary basis. In the event an insufficient number of employees are available, the Employer may engage individuals, not within the Bargaining Unit, to work on Sundays.
- b) Employees hired prior to June 1, 2005, should advise their supervisor of their desire to volunteer for Sunday hours at least one week prior to the posting of the schedule and such hours shall be awarded by seniority on a rotating basis.

19.07 Employees may execute shift exchanges, provided the following conditions are met:

a) **Hours of Work**

Change of shifts may occur between employees within similar job classifications provided the exchanged shifts occur within the posted schedules.

It is understood that employees who participate in voluntary shift exchanges may not acquire the guaranteed annual hours listed in 19.09.

- b) Double switching will be considered on a case-by-case basis.
- c) Sufficient prior notice of three business (3) days must be given, except in case of emergency. Approval of requests with less than three (3) business days' shall not be unreasonably denied.
- d) Change of Shift Request forms shall be completed by the affected employees and shall be submitted to the Management Supervisor or designate, for approval.
- e) No overtime will be paid as a result of a shift exchange.
- f) Requests for shift exchanges will not be unreasonably denied.

19.08 Requests for reasonable accommodation to the recurring schedule shall not be unreasonably denied.

- 19.09 a) The Employer confirms to the bargaining unit that subject to the provisions of the Collective Agreement and in particular, Article 5 thereof, typically, a Part-Time employee Excluding Pages, continuously engaged throughout a calendar year could expect to average approximately 936 hours per year. Effective the first full schedule following ratification, increase average to 988 hours per year. Effective January 1, 2024, increase average to 1040 hours per year. Except per mutual agreement in writing to work less hours per year. Such agreement(s) will be communicated to the Union.
- b) Pages can expect to be scheduled approximately ten (10) to fifteen (15) hours per week.

19.10 Additional hours in excess of the posted, scheduled hours shall be offered to all eligible members subject to their seniority on a rotating basis.

Lists of all members in order of seniority, by job classification, herein called the Seniority Call-In Lists, shall be used as a basis for offering additional hours. Such lists shall be posted with the schedules.

An employee shall not be considered eligible for Call-In hours if they are:

- on vacation,
- on pre-approved sick leave, or
- on lieu or other approved absence

during call in hours.

20.00 Overtime

20.01 Overtime will be paid in accordance with the provision of the Employment Standards Act.

20.02 Time spent by an employee at a conference or workshop which an employee agrees to attend, or time spent on associated travel, shall not be considered overtime.

20.03 Employees attending such a conference or workshop will receive their regular pay (exclusive of any premiums) for such scheduled working hours which overlap with the conference or workshop.

20.04 All overtime must be authorized in advance by the employee's Supervisor.

- 20.05 Overtime as set out herein shall only be recognized when the employee is required to work more than twenty (20) minutes beyond her scheduled work day.
- 20.06 a) For the purpose of payment for attendance at staff meetings, employees shall be paid for their hours in attendance at their job rate, or for three (3) hours at minimum wage, whichever is greater, in accordance with the Employment Standards Act.
b) Attendance at staff meetings outside an employee's scheduled hours of work shall be voluntary.
- 20.07 There shall be no pyramiding or duplication of the premium pay provisions of this Agreement.

21.00 Sick Leave Provisions

- 21.01 a) Sick leave credits are accumulated at the rate of one and one quarter (1¼) days per full month of employment. Notwithstanding Article 26.06, sick leave credits shall not accumulate during any period of absence without pay of twenty (20) days or more.
b) All shifts, including Sunday shifts, for which an employee is absent or is unable to complete due to illness or due to Family Day shall be paid at straight time, for the hours scheduled, and her sick leave or Family shift credits will be reduced accordingly, provided she has sufficient credits to cover the absence.
c) Medical notes for absences shall be provided after the third (3rd) consecutive day of any absence, subject to article 5.0 Management's rights.
- 21.02 An Employee who is required to tend a family member (as defined in Article 26.05) for medical reasons may use a maximum of three (3) employer paid Family Days, in any one (1) calendar year for such absence. These days, designated as "Family Days", shall be in addition to an employee's annual sick leave entitlement and may be carried over into the next year to a maximum accumulation of six (6) per calendar year. The employee shall request such leave from their immediate Management Supervisor or, in her absence, her designate, citing the relationship of the family member. Administration may request the nature of the medical reason for which the leave is being requested.
- 21.03 All time off must be authorized by the employee's Management Supervisor or, in her absence, her designate.
- 21.04 Family Days shall not be counted towards sick time with respect to any attendance policy.
- 21.05 Should an employee receive an opportunity to accept a specialist appointment within the posted schedule period, they shall first attempt to arrange a shift exchange. If they are unsuccessful, the Employer will attempt to accommodate the employee's request for absence. If the employer is unsuccessful, then time spent at such appointment will be deducted from the employee's sick leave credits.
- 21.06 The above clause only applies to late-notice medical or specialist appointments, and does not apply to paramedical/dental appointments, which should be arranged outside of an employee's scheduled hours of work.

22.00 Vacation

- 22.01 For the purpose of computing entitlement for vacations, the vacation year shall be considered as being from January 1 to December 31.
- 22.02 Vacation pay for part time staff will be accrued in each pay period and will be paid to the employee when she takes her vacation, in accordance with the following schedule:
- a) For less than one (1) year of continuous employment (3.846%)
 - b) After one year, and up to three (3) years of continuous employment. (4.615%)
 - c) After three (3) years and up to five (5) years of continuous employment. (6.154%)
 - d) After five (5) years and up to seven (7) years of continuous employment. (7.3%)
 - e) After seven (7) years and up to ten (10) years of continuous employment. (8.077%)
 - f) After ten (10) years and up to fifteen (15) years of continuous employment. (9.231%)
 - g) After fifteen (15) years and up to twenty (20) years of continuous employment. (10%)
 - h) After twenty (20) years and up to twenty-five (25) years of continuous employment. (10.769%)
 - i) After twenty-five (25) years and up to thirty (30) years of continuous employment. (11.538%)
 - j) After thirty (30) years up to thirty-five years (35) years of continuous employment. (12.308%)
 - k) After thirty-five (35) years of continuous employment, thirty-five (35) days. (13.462%)
- 22.03 Vacation credits for Part-Time staff will be awarded on a monthly basis, on the first day of the month, and will equal one-twelfth of the annual award, in accordance with the schedule of vacation entitlement. Vacation credits will be awarded for all additional hours worked, on a bi-annual basis, in accordance with the schedule of vacation entitlement.
- 22.04
- a) Except when agreed to by both the Employer and Employee, vacation credits must be taken within twelve (12) months of their accumulation.
 - b) Requests to extend the accrual of vacation credits beyond twelve (12) months shall be submitted for approval by the C.L.E.O. in writing. Such approval will not arbitrarily be withheld by the Employer.
 - c) An employee, to qualify for consideration of a request for vacation in accordance with the employee's relative seniority standing, must notify the Employer of preferred vacation dates for the upcoming year before October 31st each year. The Employer will post the vacation schedule by November 30th each year. Once the vacation schedule has been posted, it shall not be changed or altered except by mutual consent. An employee with a vacation entitlement in excess of three (3) weeks may be requested to split the entitlement so that no more than three (3) successive weeks are taken off at any given time. Any vacation requests received following the posting period shall be dealt with on a first requested basis. When an employee is requesting her vacation, she shall use the recurring schedule as a way of identifying her vacation days. However, it is recognized that the Employer has the right to change the recurring schedule, as per Clause 5.01d) and otherwise outlined in this Collective Agreement.
 - d) Notwithstanding requests submitted by October 31st for the following calendar year (22.04 c)), all requests for vacation or lieu time shall be responded to within seven (7) days of submission, whenever possible.
 - e) All requests for vacation or lieu time shall be submitted in writing by the employee to the Management Supervisor or her designate using the appropriate form.
- 22.05 Employees may be allowed to take less than one (1) week at a time; however, priority will be given to blocks of one (1) week or more.

- 22.06 An employee leaving the service of the Employer at any time in the vacation year before the employee has had or exhausted her vacation entitlement shall be entitled to a proportionate salary or wage in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing.
- 22.07 Employees who become ill during vacation shall have the affected portion of their vacation converted to sick leave, provided that the employee produces documentation and the required sick leave credits are available. The vacation time so displaced shall be reinstated.
- 22.08 If an employee requests a block of vacation for which she has not yet accrued sufficient vacation time, provided that she will have earned sufficient time when the vacation is to be taken, the Employer agrees not to withhold approval of this request solely on this basis.
- 22.09 Notwithstanding Article 26.06, any employee who is off work on a leave of absence without pay for twenty (20) days or more shall have her vacation credits reduced proportionally the following vacation year.

23.00 Pay Schedule

- 23.01 The Employer shall pay wages bi-weekly.
- 23.02 Wage increases negotiated to the Salary Grid in Appendix "A" shall be rounded from the third decimal.

24.00 Pay Equity

- 24.01 The parties agree to maintain Pay Equity.

25.00 Paid Holidays

- 25.01 a) The following holidays are recognized as time off with pay for all employees:
- New Years Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Truth and Reconciliation Day
 - Christmas Day
 - Boxing Day
 - One-half working day on the day before Christmas Day
 - One-half working day on the day before New Years Day
 - (The above shall be subject to the terms of the Employment Standards Act.)

- b) Employees will be entitled to two (2) float days per year that will be awarded on January 1st. New employees shall have such days pro rated between their date of hire and December 31 of that year.
 - c) The Employer may, at its discretion, combine the one half (½) working day on the day before Christmas Day and the one half (½) working day on the day before New Year's Day into one (1) full working day. The day would be observed on the last working day immediately prior to Christmas Day or the last working day immediately prior to New Year's Day. The Employer will notify the Bargaining Unit in writing of its intention to combine the one half (½) days and will also indicate on which date it will be observed no later than March 2nd of the year in which the day falls.
- 25.02
- a) In the event that the Federal and/or Provincial Governments proclaim any other day as a holiday, such day shall be added to the Paid Holidays listed above.
 - b) Employees that would normally have been scheduled to work a statutory holiday shall receive payment at their hourly rate at straight time for the number of hours she would normally have been scheduled to work, and shall receive the day off.
 - c) Employees that would not normally have been scheduled to work on a statutory holiday shall receive a day off in lieu of the statutory holiday, equivalent to four (4) hours lieu time, payable at the employee's hourly rate at straight time.
 - d) All lieu time earned as a result of statutory holidays shall be used by the employee on a day that is no more than three (3) months after the public holiday, or if the employee and employer agree, a day that is no more than twelve (12) months after the public holiday.
- 25.03
- a) An employee must work their regular scheduled shift preceding and their next regular scheduled shift following any of the above holidays to be eligible for pay unless pre-arranged with their supervisor or designate, in writing and/or substantiated by a certified medical certificate or evidence which is reasonable in the circumstances.
 - b) Float days will be taken within the year they are awarded, and shall not be carried from one year to the next.
 - c) All requests for vacation or lieu time shall be submitted in writing by the employee to the supervisor, or designate, using the appropriate form.
- 25.04
- If work is scheduled on a statutory holiday, it will be scheduled on a voluntary basis within the job classification that would normally perform the work, in seniority order. The Employee will be paid public holiday pay plus premium pay at time and a half (1½) for all hours worked. The Union will be notified in advance of work being offered on a statutory holiday.

26.00 Leave of Absence

- 26.01
- a) The Employer may grant a leave of absence to any employee requesting such leave for good and sufficient cause:
 - i) Paid without loss of occupational classification while continuing to accrue seniority, or
 - ii) Unpaid, without loss of occupational classification or seniority, save and except those granted a leave under 26.02.
 - b) Notwithstanding Article 26.06, an Employee granted a leave of absence will not be entitled to the accumulation of any sick leave credits or, the accumulation of any vacation credits for any leaves of absence in excess of twenty (20) sequential working days.
- 26.02
- a) The Employer will grant a leave of absence for a maximum of two (2) years to any Employee who has been offered or elected to a position with C.U.P.E., O.F.L. or C.L.C. Only one (1) Employee at a time

will be granted such leave. The employee will continue to accrue her seniority while on such leave and will not suffer a loss of job classification as a result of such a leave, subject to Article 26.01 b).

- b) The Employer shall bill the Bargaining Unit the cost of wages and benefits as outlined in a) above. It is understood that seniority shall continue to accumulate during such leave and the Bargaining Unit will reimburse the Employer for an Employee's pay, including payment of benefits, with respect to such leaves.

26.03 a) A leave of absence, without pay, will be granted to employees to attend functions of the Bargaining Unit such as conventions provided such leave does not exceed an aggregate total of thirty (30) working days per contract year. The parties agree that this number may be increased by mutual agreement.

- b) The Employer shall bill the Bargaining Unit the cost of wages and benefits as outlined in a) above. It is understood that seniority shall continue to accumulate during such leave and the Bargaining Unit will reimburse the Employer for an Employee's pay, including payment of benefits, with respect to such leaves.

26.04 All requests for a leave of absence shall be in writing and replies to such shall be in writing.

26.05 In the event of a death in the family of an employee, the employee shall be entitled, upon request to the C.L.E.O. or designate, to be paid bereavement leave as outlined in sections a) to f). The Employer may grant additional travelling time without pay.

- a) In the event of a death of an employee's spouse, child, son-in-law, daughter-in-law, sister, brother, grandchild, mother or father, five (5) working days. Such bereavement leave shall be taken within the seven (7) calendar days following the date of death.
- b) In the event of a death of an employee's father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, sister-in-law, three (3) working days. Such bereavement leave shall be taken within the five (5) calendar days following the date of death.
- c) An employee may be allowed up to one (1) day off with pay for the purpose of attending the funeral, memorial, celebration of life or similar event of a family member not mentioned in a) or b).
- d) Where the burial, funeral, memorial, celebration of life or similar event takes place outside the initial bereavement leave period, the employee may save the last day to attend.
- e) It is understood that father, mother, sister, brother and child include "step" relations.
- f) Should bereavement leave occur during an employee's approved vacation, the employee will be allowed to change the applicable number of vacation days to bereavement leave. The applicable number of vacation days will be placed back into the employee's vacation bank, to be rescheduled and taken within a three (3) month period.

26.06 An employee who qualifies for one of the following-under the Employment Standards Act:

- a) Pregnancy Leave;
- b) Parental Leave;
- c) Family Medical Leave;
- d) Organ Donor Leave;
- e) Family Caregiver Leave;
- f) Critically Ill Child Care Leave;
- g) Crime-Related Child Death or Disappearance Leave;
- h) Personal Emergency Leave;

- i) Emergency Leave, Declared Emergency;
- j) Reservist leave,

shall be entitled to such a leave and all benefits as outlined in the Employment Standards Act, including sections 51 and 52.

27.00 Jury Duty

- 27.01 Each employee of the Employer 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 jury or witness service, such employee shall present to their supervisor a satisfactory certificate showing the period of such service;
 - b) shall be paid full wages for the period of such jury or witness service provided that the employee shall pay to the Employer, the full amount of compensation received for such service, less any expenses, with official receipts.
 - c) shall, upon being released from jury or witness service contact their supervisor for instructions respecting return to work and upon receiving such instructions shall comply with same.
- 27.02 If an employee is required to serve as a juror while on approved vacation time, the vacation time will be credited back to the employee provided the employee shall pay to the Employer, the full amount of compensation received for such service, less any expenses, with official receipts.

28.00 Citizenship Leave

- 28.01 An employee who is required to attend a sitting of the Citizenship Court during her scheduled working hours for the purpose of obtaining her Canadian Citizenship shall, on one occasion only, be granted one (1) day leave of absence with normal wages.

29.00 Health and Safety

- 29.01 The Employer shall make reasonable provision for the health and safety of employees during the hours of their employment.
- 29.02 The parties agree to establish and maintain a Joint Health and Safety Committee (JHSC) as required by the Occupational Health & Safety Act (OHSA), as amended from time to time. The Committee shall meet at least four (4) times per year. The Committee will make every effort to conduct meetings during normal working hours. Where meetings extend beyond normal hours of work, the Bargaining Unit members will be paid in accordance with the Collective Agreements.
- 29.03 Minutes of the JHSC shall be recorded and posted on the bulletin boards. Copies of all accident reports shall be provided to the JHSC members within two (2) days of the Employer receiving such report.
- 29.04 a) The Employer agrees to reimburse safety boot purchases for employees in job classes which require such, to a maximum of \$200 annually.

b) Where the Employer requires staff to wear a uniform, such will be provided to the employee at no cost.

29.05 The Joint Health and Safety Committee (JHSC) will review the "Working Alone Policy" and procedure every odd numbered year, and may recommend updates as necessary.

30.00 Plural or Masculine

30.01 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine and all expressions of gender identity have been used where the context of the party or parties hereto so require.

31.00 Travel Allowance

31.01 Employees who agree to use their own vehicle on library business shall be reimbursed mileage allowance at the current rate per kilometer as approved by the Employer, from time to time.

31.02 The approved mileage reimbursement rate shall be posted by the Employer on the Bargaining Unit Bulletin Board as amended from time to time.

31.03 Employees are not required to have a car as a condition of employment.

32.00 Library Board Minutes

32.01 The Employer agrees to provide to the Secretary of the Bargaining Unit, a copy of the Library Board Agenda, which sets out and itemizes, in summary fashion, those matters, which are to be discussed at the Library Board meeting.

32.02 The Employer agrees to provide to the Secretary of the Bargaining Unit a copy of the approved Library Board meeting minutes.

33.00 Bulletin Boards

33.01 The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them, and upon which the Bargaining Unit 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 and approved by the Bargaining Unit.

34.00 Representation

34.01 The Bargaining Unit and the Employer shall each have the right at any time to have the assistance of an authorized representative of the Canadian Union of Public Employees or outside counsel, when dealing or negotiating with each other. The representative of the Canadian Union of Public Employees shall request permission to have access to the Employer's premises in order to investigate or assist in the settlement of grievances, which permission shall not be unreasonably withheld.

35.00 Correspondence

35.01 All written correspondence between the Employer and the Bargaining Unit, arising out of this Agreement or incidental thereto shall pass to and from the C.L.E.O. or designate, on behalf of the Employer, and the Union President or designate, on behalf of the Bargaining Unit.

36.00 Strikes and Lockouts

36.01 There shall be no strike or lockout during the term of this Agreement.

37.00 Temporary Employees

37.01 A temporary employee is one required to:

- a) replace a permanent employee who is on vacation, on an approved leave of absence, or off work due to a compensable or non-compensable accident or illness; or
- b) perform a short term task or perform work for a specific period of time not to exceed ninety (90) working days, but may be extended by mutual agreement.

37.02 Temporary employees as defined herein shall be excluded from the Bargaining Unit and not covered by this Agreement, except for their rate of pay for employees hired under Article 38.01a) above. These employees shall be paid the start rate for their job classification. An employee hired as a temporary employee shall be advised at the time of her hiring of her temporary status and the anticipated duration of her employment.

37.03 The employer shall provide to the Union written notification of intent to employ a temporary employee a minimum of seven (7) business days prior to the start of the temporary employee's contract including start date, end date, total number of days employed, duties assigned and rate of pay.

38.00 Technological Change

38.01 In the event that it may be determined by the Employer to change the method of providing library services to the community by technological change, and it is also considered necessary to consider displacing a regular employee from her job, as a result of the technological change, the Employer in accordance with past practice prior to displacing such employee shall consider the following:

- a) be responsible for retaining such employee for a position within the scope of this Agreement, if possible;
- b) relocate the employee to another position, within the scope of this Agreement, in her area of competence; or
- c) afford the employee the opportunity of retraining in an alternate job, within the scope of this Agreement, provided such employee is trainable;
- d) notify the Bargaining Unit of any such changes as soon as practicable and be afforded the opportunity to meet with the C.L.E.O. and such other Management personnel as he considers appropriate, such meeting to be held prior to implementation;
- e) in the event that none of the items above can take place, any layoff that may have to be actioned will be done in accordance with Article 18.00.

39.00 Pension Plan

- 39.01 The Employer shall continue to contribute under the Canada Pension Plan and under the Ontario Municipal Employees Retirement Systems (OMERS) for each eligible employee who makes contributions under the respective plans.
- 39.02 The Employer shall advise any employee, at the time of hiring, of the OMERS Pension Plan and of her options to enroll when she qualifies to do so.

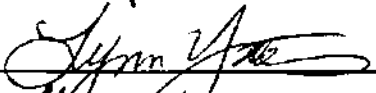



40.00 In Lieu of Benefits


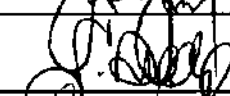
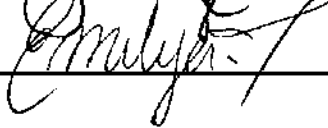
- 40.01 Part-time staff will receive a payment in lieu of benefits, equal to 50% of the percentage value of the full-time group benefits cost over the full time wage costs.
- 40.02 January 21 of each year the Employer shall notify all part-time staff and the Union the percentage in lieu of benefits.

41.00 Duration of Agreement

- 41.01 This agreement will become effective on the 1st of April 2020, and remain in effect until the 31st day of March 2025, and from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days prior to the expiration date in any year, of its desire to amend same.

Date: September 18, 2023

For the Bargaining Unit

For the Employer

APPENDIX "A"

Ajax Public Library Salary Grid: effective April 1, 2020 (1.75%)				
Level	Position	1	2	3
Grade 1	Page	Minimum Wage + 0.25		
Grade 2	Corporate Services Assistant	15.23	16.49	17.93
Grade 3	Cleaner Operational Support Assistant	15.85	17.14	18.64
Grade 4	Processing Assistant	16.92	18.32	19.91
Grade 5		19.92	22.00	23.91
Grade 6	Customer Service Associate Community Engagement Associate E-Tech Assistant Marketing Assistant	25.40	27.49	29.88
Grade 7	Corporate Tech Support Assistant Collection Development Assistant	26.36	28.53	31.01
Grade 8	-	29.45	31.87	34.65
Grade 9	-	33.45	36.21	39.36
Grade 10	Collection Development Librarian Youth Services Librarian Adult Services Librarian	35.14	38.03	41.35

Ajax Public Library
Salary Grid: effective April 1, 2021 (1.75%)

Level	Position	1	2	3
Grade 1	Page	Minimum Wage + 0.25		
Grade 2	Corporate Services Assistant	15.50	16.78	18.24
Grade 3	Cleaner Operational Support Assistant	16.13	17.44	18.97
Grade 4	Collection Services Assistant	17.22	18.64	20.26
Grade 5		20.27	22.38	24.33
Grade 6	Customer Service Associate Community Engagement Associate E-Tech Assistant Marketing Assistant	25.84	27.97	30.41
Grade 7	Corporate Tech Support Assistant Collection Development Assistant	26.82	29.03	31.56
Grade 8	-	29.96	32.43	35.25
Grade 9	-	34.03	36.85	40.05
Grade 10	Collection Development Librarian Youth Services Librarian Adult Services Librarian	35.76	38.70	42.07

Ajax Public Library
Salary Grid: effective April 1, 2022 (2%)

Level	Position	1	2	3
Grade 1	Page	Minimum Wage + 0.25		
Grade 2	Corporate Services Assistant	15.81	17.12	18.61
Grade 3	Cleaner Operational Support Assistant	16.45	17.79	19.35
Grade 4	Collection Services Assistant	17.56	19.01	20.67
Grade 5		20.68	22.83	24.82
Grade 6	Customer Service Associate Community Engagement Associate E-Tech Assistant Marketing Assistant	26.36	28.53	31.02
Grade 7	Corporate Tech Support Assistant Collection Development Assistant	27.36	29.61	32.19
Grade 8	-	30.56	33.07	35.96
Grade 9	-	34.71	37.58	40.85
Grade 10	Collection Development Librarian Youth Services Librarian Adult Services Librarian Archivist Services Librarian	36.47	39.47	42.92

Ajax Public Library
Salary Grid: effective April 1, 2023 (2%)

Level	Position	1	2	3
Grade 1	Page	Minimum Wage + 0.25		
Grade 2	Corporate Services Assistant	16.12	17.46	18.98
Grade 3	Cleaner Operational Support Assistant	16.78	18.15	19.73
Grade 4	Processing Assistant	17.91	19.39	21.08
Grade 5		21.09	23.29	25.31
Grade 6	Customer Service Associate Community Engagement Associate E-Tech Assistant Marketing Assistant	26.89	29.10	31.64
Grade 7	Corporate Tech Support Assistant Collection Development Assistant	27.91	30.20	32.83
Grade 8	-	31.17	33.74	36.68
Grade 9	-	35.41	38.34	41.66
Grade 10	Collection Development Librarian Youth Services Librarian Adult Services Librarian Archivist Services Librarian	37.20	40.26	43.77

Ajax Public Library
Salary Grid: effective April 1, 2024 (2%)

Level	Position	1	2	3
Grade 1	Page	Minimum Wage + 0.25		
Grade 2	Corporate Services Assistant	16.45	17.81	19.36
Grade 3	Cleaner Operational Support Assistant	17.12	18.51	20.13
Grade 4	Processing Assistant	18.27	19.78	21.50
Grade 5		21.51	23.75	25.82
Grade 6	Customer Service Associate Community Engagement Associate E-Tech Assistant Marketing Assistant	27.42	29.69	32.27
Grade 7	Corporate Tech Support Assistant Collection Development Assistant	28.47	30.81	33.49
Grade 8	-	31.80	34.41	37.41
Grade 9	-	36.11	39.10	42.50
Grade 10	Collection Development Librarian Youth Services Librarian Adult Services Librarian Archivist Services Librarian	37.95	41.07	44.65

Retroactive payment for wages shall be paid within sixty (60) days after the date of ratification by both parties. The parties agree that any and all wage increases shall be paid retroactively to all current employees employed as of April 1, 2020 or hired thereafter. Unless otherwise specified, all benefit improvements effective upon date of ratification.



APPENDIX "B"

Pay Equity Maintenance Process

TERMS OF REFERENCE

between

AJAX PUBLIC LIBRARY (the Employer)

and

CUPE LOCAL 3565 (the Union)

Revised: April 26th, 2016

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ARTICLE 1 – PURPOSE

- 1.1 To carry out a Joint Pay Equity Maintenance Process in accordance with the general objectives and principles set out in this agreement between CUPE Local 3565 and the Ajax Public Library.
- 1.2 To jointly implement a Pay Equity Maintenance Plan to fulfil the requirements of the Ontario Pay Equity Act for all jobs within CUPE Local 3565. The plan will include these four main factors:
- skill
 - effort
 - responsibility
 - working conditions

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein:

Changed Circumstances/Significant Change	This relates to significant to one or more of the general factors of an existing job class that are sufficient to require a review of the point values assigned to this Job Class.
Collective agreement	The collective agreement currently in effect between the employer and CUPE Local 3565.
Degree level	The actual measurement level within each sub-factor.
Duties	Are made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Green-circling	Process governing employees in job classifications assigned to a higher pay band as a result of job evaluation or re-evaluation.
Increment	One of a series of fixed rates on a salary range.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.
Job analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.
Job Class	A Job Class is a specific term under the Pay Equity Act. It refers to those jobs within an employer that have similar duties and responsibilities, require similar qualifications, are filled by similar recruiting procedures, and have the same compensation schedule, salary grade or range of salary rates.

Job description	The written description of a job which includes a summary and a listing of the core competencies, major duties and responsibilities.
Job evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Tool Kit	The Job Evaluation Tool Kit shall consist of the Job Evaluation Tool – CUPE Employees, Factor Weighting, Job Evaluation Questionnaire, Job Evaluation Supervisors Comments Form, Advice of Rating Form, Job Evaluation Reconsideration Form, Job Evaluation Review Decision Form, Job Evaluation Ratings Sheet, Job Evaluation Point Grades Chart.
Job evaluation Tool	A measuring tool used to rate jobs. It contains sub-factor definitions with corresponding degree levels and notes to raters
Job evaluation questionnaire (JEQ)	The tool used to collect and record job data which forms part of the job related documents.
Joint job evaluation committee (JJEC)	The committee is made up of equal representatives from union and management and is responsible for the implementation of the Pay Equity program.
New job	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job class.
Pay grade	A designated salary range within the salary schedule including increments, if any.
Platinum-circling	Process governing employees in job classifications assigned to a lower pay band as a result of job evaluation or re-evaluation. See 5.9.1.
Points	The numerical expression assigned to each degree level within each sub factor.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating sheet	Records the facts and rationale for the degree levels assigned to each sub-factor for each job.
Salary schedule	A listing of job titles, point bandings and pay grades.
Sore-thumbng	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by sub-factors or total points.

Sub-factors	A detailed and measurable factor that falls under one of the required main factors of Skill, Effort, Working Conditions and Responsibilities. The sub-factors are the working descriptions against which job classes are evaluated.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total points	The sum of all points allocated to each job for all sub-factors determined in accordance with the job evaluation plan.

ARTICLE 3 – JOINT JOB EVALUATION COMMITTEE (JJEC)

- 3.1 The Joint Job Evaluation Committee shall be composed of three (3) representatives each for the Employer and for the Union, plus (by option) a consultant for each party, who shall have a voice, but not a vote.
- 3.2 The Employer and the Union shall each designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:
 - a) The chairing of committee meetings;
 - b) The scheduling of regular committee meetings which includes notification of appropriate supervisors for committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the committee;
 - d) Training of the committee members.
- 3.3 Committee members shall be excused from the rating of their own job, the position of a direct subordinate, a job in their work unit, or any position where the rating of that job may place them in a conflict of interest situation.
- 3.4 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members will be present at all meetings without voice or vote until otherwise engaged, when replacing a regular committee member who is absent or unable to attend due to conflict of interest.
- 3.5 The employer will provide administrative support services to the committee. The person performing these functions shall not be a member of the committee. These services shall be under the direction of the co-chairs and shall include:
 - a) The distribution of all committee correspondence to the committee co-chairpersons;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of committee documents.
- 3.6 All Union JJEC participants shall be paid for all time spent at meetings of the JJEC.

- 3.7 All decisions of the committee shall be made by consensus. Job rating decisions shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 6.
- 3.8 The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice, and this meeting shall take place no later than 28 days after the delivery of the notice to the other party's co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee.

ARTICLE 4 – MANDATE OF THE JJEC

- 4.1 The JJEC shall be responsible for agreeing upon and adhering to a Code of Conduct and established procedures for the process of Pay Equity, including:
 - a) Respecting the confidentiality of the process;
 - b) Making decisions by consensus.
- 4.2 The JJEC shall be responsible for reviewing and approving all newly created job classifications and those existing job classifications that have undergone significant change.
- 4.3 The Job Evaluation Tool used in job evaluations shall be based upon the Town of Ajax Job Evaluation Tool as amended by the Joint Job Evaluation Committee. The Job Evaluation Tool Kit shall include a complete copy of the Job Evaluation tool including factor weighting, the Job Evaluation Questionnaire, Advice of Rating Form, Reconsideration Form, Review Decision Form, Job Rating documentation such as Job Rating sheets and spreadsheets and procedures, which includes the "sore thumbing" process. The Job Evaluation Tool Kit shall only be amended by mutual agreement of the parties.
- 4.4 The JJEC shall be responsible for and perform the following tasks:
 - a) Revise, as needed, the Town of Ajax Job Evaluation Tool and agree upon the implementation guidelines and weighting.
 - b) Determine whether a job class requires a re-evaluation due to "Changed Circumstances".
 - c) Evaluate a new job class
 - d) Ensure the accuracy and completeness of job content data and seek clarification on job content information, when required, from incumbents and their supervisors following the procedure outlined in Article 5.6.5.
 - e) Evaluate all applicable jobs using the agreed upon job evaluation tool kit
 - f) Maintain the integrity of the program
 - g) Recommend to the committee, changes to the job evaluation tool kit, its procedures or methods, as may be deemed necessary from time to time.
 - h) Record the results and rationale for each rating on the *Rating Sheet (Appendix—"F")* and complete the *Advice of Rating form (Appendix "C")*
 - i) Perform "Sore Thumbing"
 - j) Perform point banding and determination of the associated salary grades.

ARTICLE 5 – PAY EQUITY MAINTENANCE PROCEDURES

5.1 Maintenance Process

- 5.1.1. The Employer will submit for review any new positions. The Employer and/or the Union shall submit positions which they believe meet the definition of changed circumstances/significant change.
- 5.1.2. The Employer and the Union shall jointly select the job classes to be used as male comparators. These job classes shall be drawn from the employees of the Town of Ajax. The number of job classes selected as male comparators shall be a minimum of five. All comparator job classes selected shall be reviewed and evaluated by the JJEC using the agreed-upon job evaluation tool. In doing so, they will use the job descriptions and the questionnaires that were developed by the Town of Ajax when conducting their own Pay Equity process.
- 5.1.3. Information on the comparator jobs shall be shared with all committee members, including the job descriptions, wages/pay grades, benefits, gender data and questionnaires used for Pay Equity.
- 5.1.4. The JJEC shall conduct the job evaluation process for all applicable Library and comparator job classes according to Article 5.6.
- 5.1.5. Once agreement has been achieved on the rating of all applicable job classes, it will be final and binding upon both parties and all employees affected, unless a reconsideration is requested.

Upon agreement, the JJEC shall have prepared a Pay Equity Maintenance Plan for the signature of both parties.

5.2 Scheduled Pay Equity Maintenance

- 5.2.1. The JEQ for all job classes shall be scheduled for a maintenance review at least once every four years. Twenty-five percent (25%) of the job classes shall be reviewed each year.
- 5.2.2. The Committee shall meet quarterly. Changed circumstances reviews shall have an effective date of the next scheduled Pay Equity Maintenance Review after the submission of the Changed Circumstances Review Request.

5.3 Ongoing Maintenance: Evaluations initiated by the Employer and/or the Union

- 5.3.1. The Employer and/or the Union may request an evaluation of a job classification that it believes meets the criteria of changed circumstances/ significant change. The Employer and/or the Union shall issue such request by completing and submitting a

Reconsideration Form (Appendix "B") to both co-chairs of the JJEC and the provisions of Article 5.6 shall apply.

5.4 Ongoing Maintenance: Evaluations initiated by an Employee

- 5.4.1 An employee may request an evaluation of the employee's job classification when the employee believes that change has occurred that meets the definition of changed circumstances or significant change. The employee shall issue such request by completing and submitting a *Reconsideration Form (Appendix "B")* to both co-chairs of the JJEC.
- 5.4.2 The employee will revise the existing JEQ for review and comments by the responsible Management Supervisor. The supervisor shall complete the *JEQ Supervisor Comments Form (Appendix "D")* within 10(ten) calendar days of the incumbent's completed JEQ review for submission to the JJEC. The JEQ along with a copy of the job description will be forwarded to both co-chairs of the JJEC.
- 5.4.3 If, upon review of the JEQ, the JJEC finds that a significant change may have occurred, the job classification will be evaluated within six (6) months and the provisions of Articles 5.6.4, 5.6.5, 5.6.6 and 5.6.7 shall apply.

5.5 Job Evaluation of New Jobs

- 5.5.1 Where the job classification is new, the responsible Management Supervisor will complete the JEQ based on a draft job description. The completed JEQ will be forwarded to both co-chairs of the JJEC.
- 5.5.2 Where a job posting/advertisement is required prior to evaluation by the JJEC, the Employer will assign a temporary classification. The job shall be posted and any person performing the job shall be paid the temporary pay grade.
- 5.5.3 The job classification will be evaluated by the JJEC after the position has been filled for six (6) months.
- 5.5.4 Once the JEQ has been reviewed and signed by both the supervisor and any incumbent(s), it shall be submitted, along with a copy of the draft job description, to both co-chairs of the JJEC for review by the Committee, and articles 5.6.5, 5.6.6 and 5.6.7 shall apply.
- 5.5.5 If the pay grade increases as a result of this review, such increase shall be paid to each incumbent effective the date of appointment to the job. In the event that the pay grade of the job decreases as a result of this six-month re-examination of the job, the incumbent(s) shall be platinum-circled and receive full salary protection for the duration of tenure in the job.

5.6 Job Evaluation Process Guidelines

- 5.6.1 For positions at the Ajax Public Library, the Job Evaluation Questionnaire (JEQ) will be completed and signed by the responsible Management Supervisor within ten (10) calendar days of the commencement of the JJE process. Where there is an incumbent(s), the incumbent(s) will be given the opportunity to review the hard-copy and electronic copy of the supervisor-completed JEQ and insert his/her comments into the applicable section(s) within the JEQ.
- 5.6.2 The Employer will provide each incumbent with up to one (1) hour of paid time for his/her exclusive review of and commenting on his/her Job Evaluation Questionnaire (JEQ). The scheduling of the review is at the sole discretion of the Employer, and will be in a manner consistent with the provisions of the Collective Agreement. The incumbent(s) will be permitted to use more time beyond that hour and up to ten (10) calendar days from the date wherein that hour of paid time was provided on his/her own (unpaid) time in order to complete the JEQ review and commenting and will be permitted to take the JEQ home for this purpose. This ten (10) day period shall exclude any time the incumbent(s) is on approved absence.
- 5.6.3 Once the JEQ has been reviewed and signed by both the supervisor and the incumbent(s), it shall be submitted along with a copy of the applicable job description to both Co-Chairs of the JJEC.
- 5.6.4 The JJEC shall review each completed JEQ submitted to the committee and shall determine whether significant change has occurred since the last review.
- 5.6.4.1 If it is determined by the JJEC that no significant change has occurred since the last review, the job classification will not be evaluated.
- 5.6.4.2 If it is determined by the JJEC that significant change has occurred since the last review, or if the job is a new job, the job classification will be evaluated within six (6) months.
- 5.6.5 Where further information or clarification of the JEQ is required, the Employer and Union representatives of the JJEC shall each assign a member to jointly interview the incumbent(s) and/or the supervisor separately to clarify and substantiate any differences. Based on this information, the Committee shall update the JEQ as necessary.
- 5.6.6 If it has determined that the job requires evaluation, the job shall be rated by the JJEC, in accordance with the job evaluation plan. The Committee shall use information obtained from the completed JEQ, interviews with the incumbent(s) and/or supervisor and if required, visits to the workplace. The plan evaluates the skill, effort, responsibility and working conditions involved in the job. Each of these factors is subdivided into sub-factors which provide a standard against which each job is rated to determine its relative worth.
- 5.6.7 In the application of the job evaluation plan, the following general rules apply:
- It is the content of the job and not the performance of the incumbent(s) that is

being rated.

- Jobs are evaluated without regard to existing wage rates.
- Jobs are placed at the appropriate degree level in each sub-factor by comparing the specific requirements of the job to the sub-factor definition and the description of each degree level.
- The job evaluation and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan.
- The factors and sub-factors must have an impact on all jobs being rated
- Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.

5.7 Decisions of the JJEC

- 5.7.1 When the Committee has completed the rating or reconsideration procedure of the applicable jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and *Advice of Rating form (Appendix "C")*. The Manager of Corporate Services will advise the affected employee(s) of the results and inform the employee(s) of his/her right to request a reconsideration where applicable.
- 5.7.2 Except where otherwise stated, any salary/wage rate change resulting from a review by the JJEC will be effective the first day of the pay period following the JJEC meeting.
- 5.7.3 No incumbent will have their wages reduced following the re-evaluation of his/her job classification and the establishment of a new wage structure.

5.8 Green-Circled Positions

- 5.8.1 Employees in job classifications assigned to a higher pay band as a result of job evaluation or re-evaluation are identified as having a 'green-circled' wage rate, as defined in Article 2. Such employees with a green-circled wage rate will be placed in the same increment of the new pay band as the one that they occupied in the previous pay band.

5.9 Platinum-Circled Positions

- 5.9.1 In the event that any existing job class evaluated under the "changed circumstances" scenario is found to be valued at a lower point band, then the position shall be considered to be platinum-circled, as defined in Article 2. Employees in job classifications assigned to a lower pay band as a result of job evaluation or re-evaluation are identified as having a 'platinum-circled' wage rate; incumbents in the job class at the time of the change shall continue to receive all appropriate wage increases as a result of collective bargaining as long as they are employed in that position. When a person in a platinum circled position vacates the position, the position shall be cancelled. The Employer and the Union agree that a new job class shall be created at the rate determined by the job evaluation process and that any future hires shall be placed in this new job class.

ARTICLE 6 – RECONSIDERATION PROCEDURE

- 6.1 Within twenty eight (28) days of receipt of the *Advice of Rating Form (Appendix "C")*, the following procedure shall apply:
- a) The incumbent(s) and/or the Employer and/or the Union may request reconsideration of the job rating by completing and submitting to both co-chairs of the JJEC, a *Reconsideration Form (Appendix "B")*, stating the reason(s) for disagreeing with the rating of the job.
 - b) The JJEC shall meet and consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected.
 - c) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the *Review Decision Form. (Appendix "E")*
 - d) As a result of the reconsideration, if a job is rated at a pay grade with a salary range higher than the current salary range for the job, the incumbent's wage rate shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent(s) shall retain the same position on any increment grid.

ARTICLE 7 – SETTLEMENT OF DISAGREEMENTS WITHIN THE JJEC

- 7.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the chairperson(s) of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.
- 7.2 If, after meeting with the two (2) advisors appointed, the committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.
- 7.3 Either party may, by written notice to the other party, refer the dispute to a single arbitrator, who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint a mediator/arbitrator.
- 7.4 The mediator/arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions, or those of the Collective Agreements. The jurisdiction of the mediator/arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 7.5 The Employer and the Union shall be the parties to the mediation/arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 7.6 The mediator's/arbitrator's fees and expenses shall be borne equally between the parties.
- 7.7 All mediation/arbitration hearings will be held in the Town of Ajax.

7.8 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 8 – APPLYING THE RATING TO THE SALARY RANGES

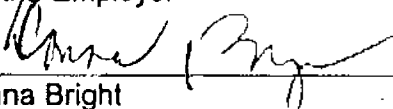
- 8.1 Job ratings serve to:
- Group jobs having relatively equivalent point values (this is commonly referred to as banding);
 - Provide the basis upon which wage rate relationships between jobs are established;
 - Measure changes in job content;
 - Assign jobs to their proper pay grade in the salary schedule.
- 8.2 Upon completion of the job evaluation process, the Committee shall agree upon point banding and the associated salary grades. This shall be documented in (Appendix “G”).

ARTICLE 9 – CONCLUSION AND IMPLEMENTATION

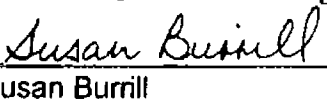
- 9.1 The JJEC shall report its recommendations to the parties for ratification.
- 9.2 Once the Terms of Reference, the job ratings and point grades have been established and agreed to by the JJEC, they shall be deemed to be included in the collective agreements, effective the date of signing of these Terms of Reference.

Dated this 26th day of April, 2016

For the Employer



Donna Bright

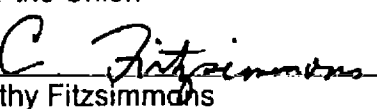


Susan Burrill



Lynne Wallace

For the Union



Cathy Fitzsimmons



Joanne Yellapa

APPENDIX "C"
MEMORANDUM OF SETTLEMENT

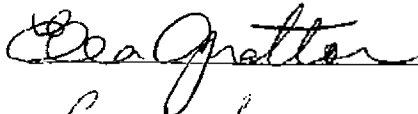
Between
CUPE Local #3565 ("The Union")
and the
Ajax Public Library Board ("The Employer")

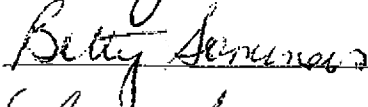
Whereas the Union has raised an issue as to whether the Pay Equity Plan between the Employer and the Union signed on February 14, 1995 (the Pay Equity Plan) requires the Employer to pay the part-time employees subject to the part-time Collective Agreement between the Employer and the Union a percentage of their pay in lieu of having benefits.

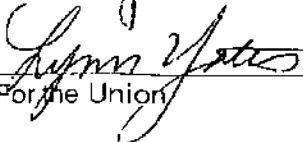
And whereas, the parties have agreed, having had the assistance of a Pay Equity Officer in examining this issue, to fully and finally resolve this matter as follows:

1. The parties agree that the Pay Equity Plan is, or in the alternative, is to be considered to be Proxy Method of Comparison Plan and is to be interpreted and implemented as a Proxy Method of Comparison Plan for the purposes of the Pay Equity Act.
2. Effective April 1, 2001, the Employer agrees to pay its part-time CUPE employees 4.4% of their base wage rate in lieu of benefits (being 50% of the 8.8% payment currently provided to full-time employees under Article 43:01(a) of the full-time Collective Agreement).
3. If the 8.8% full-time payment referred to above increases in the future, the part-time percentage in lieu of benefit payment shall be adjusted to preserve the 50% ratio, on the same date the increase is made for the full-time unit.
4. The parties agree this settlement fully and finally resolves and satisfies any obligation the Employer may have under the Pay Equity Plan to provide benefits or percentage in lieu payments to the part-time employees, and that Pay Equity has been achieved for all employees covered by the Pay Equity Plan and agree to bring no further complaints regarding same.

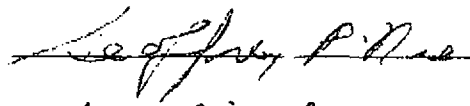
Dated this 14th day of May, 2002.

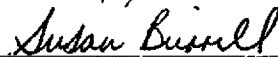






For the Union





For the Employer

APPENDIX “C” – continued

**Letter of Understanding
Between
Ajax Public Library (the Employer)
And
Canadian Union of Public Employees, Local 3565 (the Union)**

It is agreed that the consultants currently engaged in the Pay Equity process review will continue and report back with their recommendations to the parties by April 30th, 2015. This review may result in a change to the current language.

It is understood and agreed that the JJEC will arrange a meeting to be held within 30 days of the recommendations referenced above. The intent of this meeting is to review and attempt to finalize the terms of reference for the committee. The parties agree that their respective consultants may be present at said meetings.

It is further agreed that the JJEC will conduct a job evaluation review either following the outcome of Local 54's process or no later than October 31st, 2015.

The above dates are subject to change with the mutual agreement of both parties.

APPENDIX “D”

**Letter of Understanding
Between
Ajax Public Library (the Employer)
And
Canadian Union of Public Employees, Local 3565 (the Union)**

The parties agree to schedule a labour management meeting within 90 days of ratification to discuss the recently implemented scheduling criteria and recurring schedule.

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