

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE BRAMPTON PUBLIC LIBRARY BOARD**

**(hereinafter referred to as “the Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1776 (Full-Time and Part-Time)**

**(hereinafter referred to as “the Union”)**

**April 1, 2022 to March 31, 2026**

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- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1776 (FULL-TIME & PART-TIME)**

(hereinafter referred to as the "Union")

April 1, 2022 to March 31, 2026

**ARTICLE 1 – GENERAL PURPOSE**

- 1.01** The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

**ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

- 2.01** Wherever the term "working day" is used, it shall mean "Monday to Friday".
- 2.02** Casual staff shall be defined as those employees who do not have a regularly scheduled shift and are instead called in to work on an as needed basis by the Employer.
- 2.03** Temporary staff shall be defined as those employees who are filling a specific position for a specific length of time.

## **ARTICLE 3 – RECOGNITION**

- 3.01** The Employer recognizes the Union as the sole collective bargaining agent of all employees of the Brampton Public Library save and except Managers, Co-ordinators and persons above the rank of Managers and Co-ordinators, staff in the Finance, Human Resources, Marketing and Communications Departments and Executive Assistant to the Chief Executive Officer.

## **ARTICLE 4 – RELATIONSHIP**

- 4.01** The Employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Employer, or any of its representatives, with respect to any employee because of membership in or connection with the Union, and that membership in the Union will not be discouraged.

- 4.02** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Employer, or by any of its members or representatives, and that there will be no solicitation for membership or other Union activity at the place where an employee works during their working hours except as is provided for under this agreement.

**4.03** **No Discrimination**

The Employer and the Union agree there shall be no discrimination based on the prohibited grounds of discrimination under the Ontario *Human Rights Code*, the Ontario *Labour Relations Act, 1995*, Ontario *Occupational Health and Safety Act*, and the Ontario *Employment Standards Act, 2000*.

**4.04** **Harassment**

The Employer and the Union endorse the right of every employee to work in an environment which promotes respectful interactions and is free from discrimination, harassment and aggression. Employees are free to pursue all avenues in the Employer's Workplace Discriminatory and Sexual Harassment Prevention Policy, the Employer's Workplace Discriminatory and Sexual Harassment Prevention Procedure, and the Collective Agreement for resolving any complaints of harassment that may arise.

**4.05** **Notice of Outside Representative**

The Union will advise the Employer as far in advance as possible if the National Representative will be attending a scheduled meeting with the Employer. Similarly, the Employer will advise the Union as far in advance as possible if an outside representative will be attending a scheduled meeting with the Union.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**5.01** The Union acknowledges that it is the exclusive function of the Employer to:

- (a)** to maintain order, discipline and efficiency;
- (b)** to hire, retire, direct, promote, demote, classify, transfer, evaluate, layoff, and recall;
- (c)** to discipline or discharge any probationary employee for any reason satisfactory to the Employer;
- (d)** to discipline or discharge permanent employees for just cause;
- (e)** to determine the nature and kind of business conducted by the Employer, the services to be offered, the kinds and locations of equipment and materials to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the standard of performance, the extension, limitation, curtailment or cessation of operation or any part;
- (f)** to establish, amend and enforce rules, policies and/or procedures to be observed by the employees; and
- (g)** to determine and exercise all other functions and prerogatives, which shall remain solely with the Employer except as specifically, limited by the express provisions of this Agreement.

### **5.02 Medical Examination**

In the interest of ensuring the safety and health of all employees, the Employer may require an employee to take a medical examination by a physician retained by the Employer at any reasonable time during regular working hours. Such examination shall be paid for by the Employer.

### **5.03 Medical Note**

At any time, a medical note may be requested by the Employer to substantiate an employee's absence subject to section 50 subsection (13) of the *Employment Standards Act, 2000* and/or an employee's fitness to perform the duties/responsibilities of the position. The cost of such medical note shall be borne by the Employer.

## **ARTICLE 6 – UNION SECURITY**

- 6.01** The Employer agrees to deduct an amount equal to the regular monthly Union dues in accordance with the Union Constitution from the wages of each employee and to remit same to the Treasurer of the Union by the 10th of the month following the month for which dues are deducted, along with a list of employees from whose wages such deductions have been made.
- 6.02** At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate on the T-4 slip the amount of Union dues paid by each Union member for the previous year.
- 6.03** The Union agrees to save harmless the Employer from any action, any claim or any other proceeding, including costs, which may arise from the application of this Article.
- 6.04** If an employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period. This Article does not apply to union leave or union employment or in cases where the Employer is being reimbursed by a third party.
- 6.05** The Union will make its reasonable best effort to provide a minimum of forty- five (45) days advance notice in writing to the Employer of any change to the amount of dues to be deducted and remitted.

## **ARTICLE 7 – UNION REPRESENTATION**

### **7.01 Stewards**

The Employer acknowledges the right of the Union to appoint or otherwise select from among the employees of the employer who have completed their probationary period, one (1) steward from each permanent Branch, one of whom shall be Chief Steward, and will recognize the said stewards for the purpose of assisting employees in the presentation of grievances.

### **7.02 Grievance Committee**

The Employer agrees to recognize a Union Grievance Committee consisting of three (3) union representatives, and the executive officer of the Local. Either the Vice President and/or the President may attend grievance meetings as the executive officer of the Local. Wherever possible, the same executive officer(s) and union representatives will attend both meetings held for Step 2 and Step 3 for the same grievance.

**7.03 Negotiating Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee consisting of six (6) employees and one (1) alternate, and will recognize the said Committee for the purpose of negotiating renewal amendments with management representatives. Employer members shall not exceed the number of employee members on the Committee. Members of the Negotiating Committee absent from their scheduled duties shall be paid by the Employer for such absent hours while negotiating with the Employer. Whenever possible, the two week notice required under article 17.05 will be provided by the employees requesting time off for bargaining preparation. Such request will not be unreasonably denied.

**7.04** The Employer agrees to supply the Union with a shared work area that includes a desk, telephone and file cabinet. This shared arrangement allows the Union to conduct its business.

**7.05** The Union agrees to supply the Employer with the names of the officers of the Union, of the stewards and committee members, and will keep such list up-to-date at all times.

**7.06** The Union acknowledges that committee members and stewards have their regular duties as employees to perform, and that such persons will not leave their regular duties without first obtaining the permission in writing of their supervisor, and will give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be unreasonably withheld. The employee will report back to their supervisor upon their return to work. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

**7.07 New employee orientation**

A representative of the Union will be scheduled one-half (1/2) hour during regular working hours to meet with new employees in their first two (2) weeks of employment to explain their rights and obligations under the Collective Agreement. The Employer will supply the Union with the names of new employees in advance of their first day of work.

**7.08** All correspondence from the Employer to the Union arising out of this agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union.

**7.09 Notification to Union**

The Union shall be notified bi-annually of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

## **ARTICLE 8 – BULLETIN BOARDS**

- 8.01** The Employer agrees to provide the Union with bulletin boards upon which the Union may post notices, subject to the following conditions:
- (a) the subject matter of any notice posted shall be restricted to notices of meetings, of the results of elections pertaining to the local Union, or of recreational or social activities;
  - (b) any such notice shall be signed by a Union official; and
  - (c) should condition (a) be unreasonably violated, the Employer may require that notices be approved in advance.

## **ARTICLE 9 – NO STRIKES OR LOCK-OUTS**

- 9.01** The Union agrees that there will be no strike, and the Employer agrees that there will be no lock-out during the term of this agreement. The word "strike" and the word "lock-out" shall be deemed to have the meaning given these words in the Ontario *Labour Relations Act*, as amended.
- 9.02** It is agreed that the Union will not, during the term of this Agreement, authorize, promote, direct, condone or encourage any slow-down or other curtailment or restriction of production or interference with work in or about the Employer's premises nor will employees take part in such action. The Union will not involve the Employer and/or the employees in any labour dispute which may arise between any other employer or the employees of such other employer, including but not limited to the City of Brampton and its employees.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01** It is the mutual desire of the Parties that complaints shall be processed as promptly as possible. Employees are encouraged to discuss any concerns or complaints that the Collective Agreement may have been violated with their manager. If an employee's concern or complaint is not resolved within forty-eight (48) hours and they want the issue to be dealt with as a grievance, the following process will apply.
- 10.02** A grievance arises from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement. No grievance shall be presented, the alleged circumstances of which originated or occurred more than fifteen (15) working days prior to its original presentation in writing at Step 1. Should a grievance arise it shall be handled in accordance with the following procedure:

**STEP 1:**

The aggrieved employee shall first submit the grievance in writing to the appropriate branch manager, division manager or division head. The branch manager, division manager or division head shall hold a meeting within five (5) working days from the date that the grievance was received. A Union representative shall be present at such meeting. The branch manager, division manager or division head will answer the grievance in writing within four (4) working days from the date of the meeting.

**STEP 2:**

If the branch manager, division manager or division head does not settle the matter to the satisfaction of the employee, then the employee may submit the grievance to the Chief Executive Officer within eight (8) working days from the date of the answer received in Step 1 above. The Chief Executive Officer shall hold a meeting with the employee and up to three (3) Union representatives within five (5) working days from the date upon which the grievance was submitted to the Chief Executive Officer. The Chief Executive Officer will give an answer in writing to the grievance within five (5) working days from the date of the meeting.

**STEP 3:**

If the Chief Executive Officer does not settle the matter to the satisfaction of the employee, then the employee may submit the grievance to mediation within five (5) working days from the answer received in Step 2 above. The mediation will be held in accordance with the Mediation Procedure set out in article 10.09.

**10.03** A claim by an employee having seniority standing that they have been unjustly discharged will be treated as a grievance provided that they file a grievance with the Chief Executive Officer within twenty (20) working days of their discharge. In such cases the first step of the Grievance Procedure shall be omitted.

**10.04** Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step 1 and the Director, Human Resources shall be considered the appropriate division manager.

**10.05** A Union grievance may be similarly taken up with the Employer on matters of a general nature relating to the application, administration or interpretation of the collective agreement, provided that such grievance cannot be otherwise brought forward as the grievance of an employee or group of employees pursuant to the provisions of Section 10.01 herein. For such grievances, the Director, Human Resources shall be considered the appropriate division manager. The Employer's decision in such cases shall be given in writing and failing satisfactory settlement the grievance shall be subject to the Arbitration Procedure.

**10.06** An Employer grievance may be taken up with the Union between the Chief Executive Officer and the Union Grievance Committee. In all cases, the Union's decision regarding same will be given in writing, and failing satisfactory settlement the grievance shall be subject to the arbitration procedure.

**10.07** The time limits herein specified may be extended by mutual agreement of the parties. The time limits fixed in the Grievance Procedure and Arbitration Procedure under Articles 10 and 11 are mandatory and not simply directory, unless otherwise agreed to in writing between the parties.

**10.08** The Employer shall supply the necessary facilities for the grievance meetings.

**10.09 Mediation Procedure**

- (a)** The mediation process shall be confidential, informal and conducted by mediators trained in the principles of interest-based negotiation/problem-solving. No information provided by a party during the mediation will be used against the other party if the grievance is subsequently referred to arbitration. Nothing said or done by the Mediator may be referred to at Arbitration.
- (b)** The mediation will be scheduled within thirty (30) calendar days of the notice by a party of their intention to mediate the grievance. It is the mutual desire of the parties that the mediation will be held as quickly as possible and that it be completed in one day or less. However, the parties may agree to a second day of mediation to be held within fifteen (15) days of the first day of mediation. Further days of mediation may be scheduled by the mutual agreement of the parties.
- (c)** The Union and the Employer will agree to a list of mediators. The appointment of the Mediator for a particular grievance shall be made from the list on a rotating basis, provided that the mediator is available to mediate within the time limits set out in article 11.02. In the event a list mediator is not available within the time limits, the parties will request a mediator be appointed by the Ministry of Labour.
- (d)** The Mediator will not also hear the grievance as an arbitrator.
- (e)** The parties may agree to refer more than one grievance to mediation at the same time.
- (f)** If possible, an agreed statement of facts will be provided to the Mediator in advance of the mediation. If the parties cannot agree on the facts, each party will submit a statement of facts to the Mediator in advance of the mediation with a copy provided to the other party.

- (g) All written material or other documents presented to the Mediator will be returned to the issuing party at the conclusion of the mediation.
- (h) If the mediation resolves the grievance, the Mediator will provide the parties with a report outlining the settlement. The settlement reached will not set a precedent and shall not thereafter be referred to by the parties in respect of any other matter in any other setting unless agreed otherwise.
- (i) During mediation, the parties may agree to resolve part of a grievance and refer part of the grievance to arbitration.
- (j) If the mediation does not resolve a grievance, either party may notify the other of their intention to refer the grievance to arbitration.  
Notwithstanding Article 11.02, such notice must be given within four (4) working days of the failed mediation.
- (k) The Parties may mutually agree to extend the time limits in the Mediation Procedure. Such agreement must be in writing.
- (l) The Mediation will be held during regular business hours at the Library's facilities. If the Employer's facilities are not available, or if the parties agree to hold the mediation outside of the Employer's facilities, each party will pay half the cost of the facilities.
- (m) The grievor(s) and up to two (2) Union representatives absent from their scheduled duties shall be paid by the Employer for such absent hours while attending the Mediation. In the circumstance of a group grievance, the Union will appoint a single representative grievor who will attend the mediation.
- (n) Each party will pay half the cost of the Mediator, if any.

## **ARTICLE 11 – ARBITRATION PROCEDURE**

- 11.01** All differences between the parties to this agreement relating to the interpretation, application, administration or alleged violation of the provisions of this agreement, including any question as to whether a matter is arbitrable, may be settled in a final binding manner by arbitration in accordance with the following procedure:
- 11.02** When either the Employer or the Union requests that a grievance be submitted to arbitration, such request will be in writing addressed to the other party not more than ten (10) working days after the date of the decision rendered by the Employer at Step 3 on an individual, group or union grievance or the decision rendered by the Union on an Employer Grievance.
- (a) The written notice shall either request a sole arbitrator be appointed or, if preferred, nominating the party's representative ("Nominee") to a three person board of arbitration.

- (b)** If the party requests a sole arbitrator, the responding party will advise in writing whether it will agree to the grievance being heard by a sole arbitrator within five (5) working days after receipt of such notice. Within five (5) days of receiving a rejection of a request that the grievance be heard by a sole arbitrator, the party referring the grievance to arbitration shall appoint their Nominee to the three person board.
- (c)** If the grievance is to be heard by a sole arbitrator, the parties will mutually agree upon a sole arbitrator. Should the parties fail to agree upon an arbitrator within twenty (20) days of notification of agreement to have the grievance heard by a sole arbitrator, either party may request that Minister of Labour for the Province of Ontario shall appoint one. The parties may agree to extend the time frame for agreeing to an arbitrator before requesting an appointment from the Ministry of Labour.
- (d)** Where either of the parties prefers a three party board of arbitration, the responding party shall nominate and appoint their Nominee for the three person board within five (5) days of receiving notice of the other party's Nominee. The two Nominees shall attempt to agree upon an Arbitrator and failing such agreement either party may request the Ontario Minister of Labour to appoint an arbitrator.

**11.03** Should the three person board of arbitration not arrive at a majority decision, the decision of the Chair shall become the decision of the board, and the decision of the board shall be final and binding on both the Employer and the Union.

**11.04** The board of arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this agreement, nor to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of this agreement, nor to deal with any matter not covered by this agreement. In cases involving discharge or suspension, however, the board may uphold the Employer's action in discharging or suspending, or may order reinstatement of the discharged or suspended employee with full compensation for time lost, or may issue such other decision within these limits which, in the board's opinion, is just and equitable in the circumstances.

**11.05** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**11.06** No matter may be submitted to arbitration which has not been processed through all the steps of the grievance procedure as heretofore set out, unless otherwise mutually agreed upon in writing between the parties.

**11.07** Each of the parties will bear the expense of their Nominee, and the parties will jointly and equally share the expenses of the Chair of the arbitration board.

**11.08** The time limits herein specified may be extended by mutual agreement of the parties in writing.

## **ARTICLE 12 – SENIORITY**

- 12.01** Seniority, as referred to in this agreement, shall mean length of continuous service (union and non-union), in the employ of the Employer.
- 12.02** The Employer recognizes that employees are entitled to an equitable measure of job security based on length of continuous service. Continuous service shall not be regarded as broken by lay-off, sickness or leave of absence unless seniority is lost under the specific terms of this agreement.
- 12.03** The Employer shall maintain a seniority list showing the date upon which employee's service commenced. An up-to-date list shall be posted on the intranet twice in each year in January and July, a copy of which will be made available to the Union. Any challenges to the seniority list must be made within ten (10) working days of posting of the seniority list upon expiration of which the seniority list shall be deemed correct for all purposes.
- 12.04** An employee shall be considered to be on probation and will not have seniority standing until they have been employed by the Employer for a period of six (6) months of active employment from their last date of hire. Termination of employment of an employee by the Employer during the probationary period shall not become subject to the grievance or arbitration procedures of this agreement. Upon satisfactory completion of the probationary period an employee will then acquire seniority standing dating from the date he commenced their current period of employment with the Employer.
- 12.05** An employee shall lose their seniority and their employment shall be deemed to have been terminated in the event:
- (a) they are discharged for just cause and is not reinstated;
  - (b) they resign;
  - (c) they are absent from work in excess of three (3) working days without notifying their Employer;
  - (d) after a lay-off they fail to return to work within fourteen (14) calendar days after being notified by registered mail to do so;
  - (e) of non-employment by the Employer for any reason for a period in excess of twelve (12) months. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number;
  - (f) if they fail to return to work upon conclusion of a leave of absence unless their failure to return to work is for reasonable cause;

(g) if they use a leave of absence for alternative employment without the consent of the Employer; or

(h) if they fail to complete a medical examination by a qualified medical practitioner when requested by the Employer pursuant to article 5.02.

**12.06** In the case of combining two or more part-time positions to form a full-time position, or of transforming a full-time position into one or more part-time positions, the seniority provisions dealing with lay-off and recall from lay-off will be followed. The Union Committee will be advised.

**12.07** In the event of employees starting employment on the same day, the seniority ranking shall be decided by the last three digits of the employees' SIN with the employee having the lowest number being deemed to be the more senior.

**12.08** (a) Temporary employees who have worked on a regular basis for six (6) months or longer, will be assigned their original date of hire as their seniority date for the purposes of internal job posting applications only.

(b) Casual and temporary employees will accrue seniority on the basis of seventeen hundred and fifty (1750) hours worked equals one (1) year of seniority. This is intended for the purposes of internal job posting applications only.

**12.09 Temporary Transfers and Seniority Outside of the Bargaining Unit**

An employee who is transferred from a position inside of the bargaining unit to a position outside of the bargaining unit shall not accrue seniority within the bargaining unit during the period in which they occupy the non-bargaining unit position. In the event that the employee returns to a position in the bargaining unit within eighteen (18) calendar months of their transfer outside of the bargaining unit, the employee shall be credited with the seniority they held immediately prior to the transfer outside of the bargaining unit, and shall resume accrual of seniority from the date of their return to the bargaining unit. An employee who does not return to the bargaining unit within eighteen (18) calendar months from their transfer out of the bargaining unit shall forfeit all accrued bargaining unit seniority.

In the event that an employee transfers from a position inside of the bargaining unit to a position outside of the bargaining unit and subsequently returns to the bargaining unit within a period of six (6) calendar months from the date on which they left the bargaining unit, the employee shall be credited with the seniority accrued during the period of time when they were outside of the bargaining unit.

The Employer will deduct and remit Union dues during the first six (6) calendar months in which the employee is working outside of the bargaining unit.

## **ARTICLE 13 – HOURS OF WORK**

### **FULL-TIME**

- 13.01** The normal hours of work for full time employees shall be seventy (70) hours in a two-week period. The hours shall be actual hours worked and shall not include meal hours. Employees shall not be required to work more than two (2) evenings per week except by mutual Agreement between the Employer and the employee. Employees shall not be required to work more than two (2) weekend shifts out of eight in a four (4) week period. By mutual Agreement between the Employer and employee, an employee may be scheduled to work more than two (2) weekend shifts out of eight (8).
- 13.02** The Employer shall schedule in a normal day two (2) rest periods of fifteen(15) minutes each, and an unpaid meal period of one (1) hour.

### **PART-TIME**

- 13.03** The normal hours of work for part-time employees shall be between thirty-six (36) and forty-eight (48) hours in a two-week period. Paid hours shall not include meal hours; however the Employer shall schedule one fifteen (15) minute paid rest period in each shift of up to five (5) hours. The Employer shall schedule a second fifteen (15) minute paid rest period during any shift of five (5) hours and fifteen (15) minutes or more. A "shift" is any continuous period of paid time. Employees shall not be required to work more than two (2) evenings per week except by mutual Agreement between the Employer, and the employee. Employees shall not be required to work more than four (4) weekend shifts out of eight (8) and no more than two (2) weekends out of four (4). By mutual Agreement between the Employer, and employee, an employee may be scheduled to work more than four (4) weekend shifts out of eight (8).
- 13.04** Notwithstanding Article 13.03, the Employer may hire weekend part-time employees who work less than thirty-six (36) hours in a two-week period to work only weekend shifts and the hours of work restrictions in Article 13.03 do not apply. These weekend part-time employees are not entitled to benefits, sick leave, vacation leave, layoff and recall. This paragraph is not to be used to avoid scheduling full-time and part-time employees under Articles 13.01 and 13.03 on Sundays or offering extra shifts to the aforementioned employees.
- 13.05** It is understood that the parties will cooperate in unexpected or emergency situations.

### **On-Call Work**

#### **13.06 On-Call Work**

On call work shall be offered to same branch employees by seniority on a rotational voluntary basis. If the on-call work cannot be assigned within the branch, then employees on the system-wide on-call list will be offered the work by seniority on a rotational voluntary basis provided that the employee has the skills and qualifications to perform the work. In the event that an employee is missed in rotation, they will be

offered the next on-call opportunity for which they have the skills and qualifications. Employees on the on-call list may decline to accept an offered on-call assignment. The Employer shall ensure that the on-call list is up-to-date and a revised list will be posted on the intranet quarterly. Should the on-call procedure not result in filling the required shifts, the Employer may assign shifts in reverse order of seniority to any qualified employee. In the event that the Employer exercises the option to assign shifts, the required two weeks of notice for a change in shift shall not apply.

**13.07** (a) Four (4) weeks' notice of changes to the Master Schedule will be provided to affected employees arising from revisions to work schedules, locations or assignments. Notwithstanding this requirement, changes with less than four (4) weeks' notice may be mutually agreed to between an employee, and the Employer. The Local Union President will be made aware of such mutual agreements.

(b) Notwithstanding paragraph (a), with respect to revisions resulting from short term changes, vacations, or one-offs, etc., two (2) weeks' notice will be provided unless mutually agreed to between an employee and the Employer.

**13.08** No shift will be scheduled that is less than three (3) hours in length

**ARTICLE 14 – PAID HOLIDAYS**

**FULL-TIME**

**14.01** An employee will be paid a regular day's pay for each of the following holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	One-half (1/2) day for Dec. 24th and Dec. 31st

and any other day proclaimed a holiday by the Provincial and/ or Municipal Government, provided that the employee works their scheduled working day immediately preceding and their scheduled working day immediately following the holiday. In the event that an employee is absent on either of the above days due to verified illness, the employee may still receive holiday pay provided that the employee is at work during the week in which the holiday falls.

**14.02** When any of the above-noted holidays fall on the normal day off of an employee, they shall be given another day off in lieu of such holiday, provided that they are not otherwise disqualified from receiving paid holiday pay under the provisions of article 14.01. If the Library is open on Remembrance Day, employees may take their lieu day at any time between Remembrance Day and the end of the year.

**14.03** Any employee who is absent on vacation when a paid holiday listed above occurs will receive an extra day's vacation at a time mutually satisfactory to the employee and the Employer, provided that they are not otherwise disqualified from receiving paid holiday pay under the provisions of article 14.01.

**PART-TIME**

**14.04** An employee will be paid statutory holiday pay for each of the following holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	One-half (1/2) day for Dec. 24th and Dec. 31st

and any other day proclaimed a holiday by the Provincial and/or Municipal Government, provided that the employee works their scheduled working day immediately preceding and their scheduled working day immediately following the holiday. In the event that an employee is absent on either of the above days due to verified illness, the employee may still receive holiday pay provided that the employee is at work during the week in which the holiday falls.

**14.05** Qualifying employees will have their paid holiday pay calculated in accordance with the following formula:

the number of hours worked in the previous thirteen (13) weeks divided by the number of days worked during the same period equals the number of hours of statutory holiday pay. Calculation to include statutory holiday that normally would have been worked in a vacation period.

**ARTICLE 15 – VACATIONS**

**FULL-TIME**

**15.01** Full-time employees will earn vacation credits for each month of continuous service as follows:

<b>Years of Service</b>	<b>Vacation Credits per Month of Continuous Service</b>	<b>Maximum credits = Days/year</b>	<b>Maximum credits = Weeks/year</b>
less than 5 completed years	1 ¼ days	15 days	3 weeks
5 completed years	1 2/3 days	20 days	4 weeks
13 completed years	2 1/12 days	25 days	5 weeks
more than 21 completed years	2 ½ days	30 days	6 weeks

Employees at Labour Grade 7 will earn a minimum of 1 2/3 credits per month

**15.02** On termination of employment an employee will, in lieu of vacation, receive vacation pay on the above basis but prorated to the period for which they have not already received paid vacation.

**PART-TIME**

**15.03** Part-Time employees will earn vacation for continuous service as follows:

<b>Years of Service</b>	<b>Vacation Time</b>	<b>Vacation Pay</b>
less than 5 completed years	3 weeks	6%
5 completed years	4 weeks	8%
13 completed years	5 weeks	10%
more than 21 completed years	6 weeks	12%

Employees at Labour Grade 7 will earn vacation at a minimum of 4 weeks per year and 8%

**15.04** Part-time employees may use two weeks of their vacation in single days. The single days will be implemented as follows:

- (a) Each part-time employee who wishes to use one or two week(s) of vacation in single days will advise their manager at the same time that vacation is being scheduled for the upcoming calendar year. If the employee wants to use one or both week(s) as single days, they will schedule their remaining weeks in accordance with the Vacation Time-Off procedure.
- (b) Single days of vacation will not be carried over from one calendar year to the next. If an employee does not schedule the days before the end of the year, they will be forfeited.
- (c) A week of vacation time off is equivalent to five single days off. In implementation, a day off will be counted as a day regardless of the length of the employee's scheduled shift on the day taken as a single day of vacation
- (d) Employees wishing to request a single day of vacation should submit their request to their manager at least two weeks in advance. Vacation will be granted based on operational needs. Where more than one employee asks for the same day off and, due to operational needs, only one employee can be permitted to take the day off, seniority shall govern. Requests for single days of vacation will not be unreasonably denied.
- (e) Notwithstanding 15.05 (d), a single day of vacation may be granted without advance notice at the manager's sole discretion.
- (f) As with when vacation is taken in week blocks, when an employee takes a single day of vacation, they will not be paid for the day. Vacation pay will be paid in accordance with article 15.07.

**15.05** Part-time employees who transfer to a full-time position shall have vacation entitlement carried over at the formula of: 1750 hours worked = 1 year.

**15.06** Part-time employees will be paid accrued vacation pay quarterly. Payments will be made on the first pay period after January 1, April 1, July 1 and October 1 of each calendar year.

## **ARTICLE 16 – SICK LEAVE**

### **FULL-TIME**

**16.01** On January 1 of each year, the Employer shall grant to each employee twelve (12) non-cumulative and non-refundable sick-day credits, for use only during the first three scheduled shifts missed of any illness of the employee during the calendar year. Persons hired, or otherwise becoming eligible, during the calendar year shall be given a prorated number of sick-day credits on their date of hire or eligibility. Up to three (3) of the sick-day credits, i.e. 21 hours per year, may be used to cover absences necessitated by personal reasons. Personal absence under this provision shall be granted upon request and the reason for such leave will not be required for leave approval.

An employee shall be granted paid leave of absence of up to three (3) days per calendar year of existing sick leave credits by their supervisor to see to emergencies or to care for ill dependent(s). The employee shall notify their supervisor as close as possible to the start of the work day of the need to be absent.

### **PART-TIME**

**16.02** On January 1 of each year, the Employer shall grant to each employee forty-two (42) non-cumulative and non-refundable sick-hour credits for use only during the first three calendar days of any illness of the employee during the calendar year. Persons hired, or otherwise becoming eligible, during the calendar year shall be given a prorated number of sick-hour credits on their date of hire or eligibility.

An employee shall be granted paid leave of absence of up to twenty-one (21) hours per calendar year of existing sick leave credits by their supervisor to see to emergencies, to care for ill dependent(s), or to cover absences necessitated by personal reasons. The employee shall notify their supervisor as close as possible to the start of the work day of the need to be absent. Personal absence under this provision shall be granted upon request and the reason for such leave will not be required for leave approval.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **17.01 Bereavement Leave**

Permanent full-time and part-time regular employees will be allowed a leave of absence with full pay of five (5) working days for the purpose of arranging and/or attending the funeral of a person in their immediate family. Immediate family shall mean spouse, common-law spouse, parent, parent-in-law, step-parent, siblings, step-siblings, child, step-child, grandparent, grandchild, legal guardian or ward.

Permanent full-time and part-time regular employees will be allowed a leave of absence with full pay of one (1) working day for the purpose of attending the funeral of their aunts, uncles, nieces, nephews, spouse's grandparents, and the employee's

siblings-in-law.

A common-law spouse shall be defined as a relationship with a partner with whom the employee is living.

Additional leave without pay, and without loss of seniority, may be granted at the discretion of the employer.

**17.02 Jury Duty and Crown Witness Leave**

The Employer agrees to pay an employee who is summoned for jury or Crown witness duty the difference between their pay received as a juror or witness and the pay they would have received had they worked their regularly scheduled working hours at their basic rate. To qualify for such make-up pay the employee must promptly notify the Employer of their selection for jury duty or as a Crown witness, must furnish proof of service and the amount received for jury duty or as a Crown witness, and must return to work at every reasonable opportunity during the period of such jury or Crown witness duty.

**17.03 Special Leave**

Special or extended leave (without pay) may be granted. Such leave will be granted only as the needs of the service allow. This provision is not to be construed as a right to such leave or that such leave may be repeated each year. Applications for extended leave are to be made in writing, setting forth the reasons for such leave, to the Chief Executive Officer through the manager of the department.

**17.04 Examination Leave**

An employee shall be granted by the Chief Executive Officer leave of absence with pay and without loss of seniority and benefits to write an examination for a course for which they have already received approval that cannot be scheduled outside of working hours. Employees are required to provide their supervisor with verification of the date, time and location of the examination.

**17.05 Union Events**

The Employer shall grant leave of absence (unpaid, but without loss of benefits) to an employee for scheduled Union events such as seminars or conventions, provided that two (2) weeks' notice in writing of such leave is given, no more than five (5) employees are absent at any one time, and the aggregate total of such days absent does not exceed fifty (50) working days in any calendar year. In administering this provision, the Employer will continue the pay of the absent employee and the Union will reimburse the Employer.

**17.06 Union Office**

An employee who is elected or selected for a full time position with the Union, the OFL or the CLC will be granted a leave of absence without loss of seniority, and without pay, for a period of one year. Such leave may be renewed each year, on request, during their term of office, and must be approved by the Union. Renewal or a request for return to work must be made with thirty (30) days prior notice to the Director of Human Resources.

**17.07 Employment During Leave of Absence**

Employees who are on a leave of absence for any reason shall not engage in any gainful employment while on such leave, and if an employee does engage in gainful employment or secures other income for their services without the prior consent of the Employer, will forfeit all seniority rights and shall be deemed terminated.

**ARTICLE 18 – JOB PROMOTIONS AND VACANCIES**

**18.01 Posting Procedure**

When the Employer determines that a permanent vacancy in an existing occupation occurs or a new classification is created, it shall be posted on the intranet for a minimum of seven (7) working days, with a job description and task assignment, and any employee may make application for such vacancy.

**18.02 Selection Criteria**

In selecting employees to fill the vacancy, the Employer shall consider the employee's overall qualifications, training, skill, ability and experience for the position as posted, and where these factors are relatively equal then seniority shall govern.

**18.03 Hiring Outside the Bargaining Unit**

The Employer shall not be prevented from hiring persons from outside the bargaining unit when no qualified employee applies. The Employer will not exercise its judgement in an arbitrary manner.

**18.04 Notification to Union**

In the event a vacancy is not to be filled, the Union will be notified within thirty (30) days of the Employer's decision.

**18.05 Temporary Vacancies**

- (a) Vacancies may be filled on a temporary basis where the vacancy is the result of a statutory, medical, or approved leave of absence, for special projects, where

the position is at a temporary facility or for similar reasons. Any vacancy may be filled at the discretion of the Employer on a temporary basis, while the posting procedures in 18.01 are completed. Prior to posting a temporary position or notifying the bargaining unit of a temporary lateral transfer opportunity, the Employer shall notify the Union in writing of the reasons for filling the position on a temporary basis. Notwithstanding the foregoing, a temporary vacancy of a duration of six (6) months or less, need not be posted and can be filled at the discretion of the Employer.

- (b) A lateral transfer is a move to a position with the same title in the same labour grade. Where there is an eligible applicant for lateral transfer who also has the most seniority of all applicants, that applicant will be selected according to their permanent position title.

**18.06** An employee selected in accordance with article 18.02 may elect within the period of thirty (30) days from their selection to return to their former position. Upon selecting an employee to fill the vacancy in accordance with the foregoing, the Employer shall have a period of three (3) calendar months within which to determine whether or not the employee is performing the functions of the position to its satisfaction. In the event the applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position at their former salary without loss of seniority, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position at their former salary without loss of seniority.

**18.07** Except where a part-time employee is applying for a full-time position, employees who are selected in accordance with Article 18.02 for a permanent position are not permitted to apply for another posted vacancy (temporary or permanent) for a period of six (6) months from the date they accept the new position. This provision applies even if employees elect to return to their prior position under 18.06. Notwithstanding the foregoing, employees who are selected for temporary vacancies in accordance with Article 18.05 that have durations not exceeding twelve (12) months may apply for postings provided they do so only within two (2) months of the end of that temporary contract. Staff employed in temporary positions shall not be precluded from applying for permanent positions at any time.

Temporary positions shall be considered permanent after eighteen (18) months, except in the case of a vacancy that results from an employee being on a leave of absence that is protected by statute.

## **ARTICLE 19 – SALARIES, WAGES & ALLOWANCES**

- 19.01** Effective April 1, 2022, employees' salaries, wages and increments shall be as specified in Appendix A.
- 19.02** When an employee temporarily relieves in or performs for more than 5 consecutive working days, the principal duties of a higher classified position for which a salary range has been established, they shall receive the rate in the higher salary range which is higher than their previous rate effective the first day and for the duration of their performance of these temporary duties. When an employee is temporarily assigned to a position paying a lower rate, their present pay shall not be reduced.
- 19.03** The Employer agrees to provide by separate payment, any retroactivity, vacation pay, and any payments made pursuant to pay equity. Itemized statements for the aforementioned shall be made available by the Employer on request.
- 19.04** Technology Services' employees shall be required to be available for scheduled stand-by duty. Other employees may be asked to be available for stand-by duty, but this will be done on a voluntary basis. Stand-by duty will require the use of a pager, to be provided and paid for by the Employer.
- An employee scheduled for stand-by duty shall be paid a flat rate of \$50 per shift. For the purposes of stand-by, a shift is defined as a period not to exceed five (5) hours. When on stand-by duty and the employee is required to travel to a branch to resolve an issue, the employee shall be paid a minimum of three (3) hours at the rate of time and one-half (1 ½) the employee's regular rate.
- 19.05** Employees who are required by the Employer to wear safety footwear are eligible for a reimbursement of up to two hundred and fifty dollars (\$250) per calendar year for the purchase of CSA approved footwear. Payment will be made upon submission of a receipt.
- 19.06** Time spent travelling between home and work is not paid time. All work related travel during an employee's regular shift is paid time. Where an employee is required by the employer to report to a location other than a Brampton Library branch, the employee will be paid for any travel time that is in excess of the time the employee would normally spend travelling from home to work. All paid travel time must be approved in advance.
- 19.07** Employees required to use their vehicle for approved work related activities shall be paid a travel allowance per kilometre as established by the Canada Revenue Agency ("CRA"). In each calendar year of the life of this Collective Agreement, the applicable rate will be that set by the CRA in January of the current year.
- 19.08** The Employer shall pay up to Seventy-Five Percent (75%) of the tuition fee upon successful completion of a course approved by the Employer.

## **ARTICLE 20 – INSURANCE**

### **FULL-TIME**

**20.01** The Employer agrees to pay the full premium costs of the following:

- (a)** Group Life Insurance;
- (b)** Extended Health Benefits Plan;
- (c)** Weekly Indemnity Plan (providing 80% replacement of before-tax lost income, commencing on the fourth scheduled shift missed of illness or first day of accident or hospitalization);
- (d)** Long Term Disability Plan (providing 80% replacement, to age 65, of before-tax income lost through illness or disability, commencing the day after Weekly Indemnity coverage expires);
- (e)** Dental Plan (covering 100% of root canals and 50% of dentures, crowns and bridges) based on O.D.A. fee schedules for the prior calendar year. Dental Levels iii and iv to 70% reimbursement, to a maximum of \$1,500 per calendar year;
- (f)** Hearing Care, including repairs and batteries, to a maximum of \$1,600 per person per three (3) benefit years;
- (g)** Vision care Plan (covering up to \$450 every 24 months plus \$90 for eye examinations every 24 months);
- (h)** Orthopedic devices and podiatric orthotics: \$450/2years and Orthotics: \$300/calendar year;
- (i)** Paramedical services, including Chiropractic services, to a maximum of \$600 per practitioner per calendar year; and
- (j)** Up to \$225 per visit for any licensed Psychologist/Social Worker/Clinical Counsellor/Psychotherapist/Psychoanalyst/Marriage and Family Therapist up to a maximum of \$2,000.00 per patient per calendar year.

The employee's portion of the EI rebate shall be used and applied to the premium costs of this benefit. The remainder of the premium cost shall be paid by the Employer.

## **PART-TIME**

- 20.02** The employer agrees to allow part-time employees the opportunity to participate in a benefits plan.
- 20.03** Eligible employees will be those who have worked an average of 15 hours per week and who have been employed with the Employer for a minimum of 6 months.
- 20.04** The Employer agrees to pay, for participating employees, 75% of the premium costs of the following:
- (a)** Group Life Insurance (\$8,000 coverage);
  - (b)** Extended Health Benefits Plan;
  - (c)** Weekly Indemnity Plan (providing 80% replacement of before-tax lost income, commencing on the fourth calendar day of illness or first day of accident or hospitalization);
  - (d)** Long Term Disability Plan (providing 80% replacement, to age 65, of before-tax income lost through illness or disability, commencing the day after Weekly Indemnity coverage expires);
  - (e)** Dental Plan (covering 100% of root canals and 50% of dentures, crowns and bridges) based on O.D.A. fee schedules for the prior calendar year. Dental Levels iii and iv to 70% reimbursement, to a maximum of \$1,500 per calendar year;
  - (f)** Hearing Care, including repairs and batteries, to a maximum of \$1,600 per person per three (3) benefit years;
  - (g)** Vision care Plan (covering up to \$450 every 24 months plus \$90 for eye examinations every 24 months);
  - (h)** Orthopedic devices and podiatric orthotics: \$450/2 years and Orthotics: \$300/calendar year;
  - (i)** Paramedical services, including Chiropractic services, to a maximum of \$600 per practitioner per calendar year; and
  - (j)** Up to \$225 per visit for any licensed Psychologist/Social Worker/Clinical Counsellor/Psychotherapist/Psychoanalyst/Marriage and Family Therapist up to a maximum of \$2,000.00 per patient per calendar year.
- 20.05** Part-time employees electing to participate in the benefits plan shall authorize the appropriate share as a deduction from their pay cheque.

- 20.06** It is understood that where a benefit is provided through an insurance policy or plan, the Employer is responsible solely for the payment of premiums unless otherwise agreed.
- 20.07** The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

#### **ARTICLE 21 – NOTIFICATION OF VACANT POSITIONS OUTSIDE THE BARGAINING UNIT**

- 21.01** The Employer will notify its employees, by means of intranet announcements, of vacancies that exist for positions, which are excluded from the Bargaining Unit.

#### **ARTICLE 22 – LABOUR-MANAGEMENT COMMITTEE**

- 22.01** A Labour-Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. An additional person from the Employer will be present as a non-member to provide administrative assistance as required. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.
- 22.02** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 22.03** The Committee shall meet on a bimonthly basis or at such other times as mutually agreed. The Union members will provide the employer with an electronic copy of their agenda no later than one week in advance of the meeting. The Employer will add its agenda items and provide a final agenda no less than forty-eight (48) hours in advance of the meeting. Employees attending the meeting shall be paid. Employees will be scheduled to accommodate their attendance at the meeting.
- 22.04** Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) working days following the meeting.
- 22.05** Union members of the Labour Management Committee shall be provided with two (2) hours of time without loss of pay or benefits to prepare for each scheduled Labour Management Meeting. The two (2) hours of paid time will be divided as follows:

- (a) For the purpose of providing an agenda to the employer for the upcoming meeting, a one (1) hour meeting will be scheduled by the Employer at least two weeks before the scheduled Labour Management meeting. Employees on the Labour Management Committee will be scheduled to accommodate their attendance at the preparation meeting.
- (b) For the purpose of final preparation for the Labour Management meeting, one (1) hour immediately prior to the Scheduled meeting.

## **ARTICLE 23 – DISCIPLINE**

- 23.01** In the event that an employee is to receive a disciplinary warning, suspension or discharge for cause, then that employee shall have the right to request the attendance of a local union representative, and such request shall be granted.
- 23.02** Nothing shall be placed in an employee's personnel file concerning poor performance without the employee's knowledge. An employee shall have the option of adding their own comments to their personnel file should there be a matter to which they choose to respond.

Copies of any disciplinary action which have been placed in an employee's personnel file shall be removed from that file when the employee has completed eighteen (18) months with a clear disciplinary record, from the date of the last occurrence.

## **ARTICLE 24 – PREGNANCY, PARENTAL AND OTHER STATUTORY LEAVES**

- 24.01** (a) Employees shall be granted pregnancy, parental and other statutory leaves of absence in accordance with the provisions of the Ontario *Employment Standards Act, 2000*, as amended and its successor legislation.
- (b) An employee who is on pregnancy or parental leave and has applied for and is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to the *Employment Insurance Act, 1995*, shall be paid a supplement unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

## **ARTICLE 25 – OCCUPATIONAL HEALTH & SAFETY**

- 25.01** The Employer, the Union and the employees agree to abide by all provisions of the Ontario *Occupational Health and Safety Act*.
- 25.02** The parties agree to maintain a Joint Occupational Health and Safety Committee (JOHSC), and to accept the guidelines developed by the JOHSC.
- 25.03** The parties agree to maintain a Modified Duties Program.
- 25.04** The Union and the Employer agree that intimidation, aggressive behaviour, verbal abuse and bullying (“Workplace Discrimination and/or Sexual Harassment”) will not be tolerated in the workplace.
- Employees who feel that they have been subject to Workplace Discrimination and/or Sexual Harassment by another employee shall submit a written complaint to the Employer. A copy will be sent to the Union by the Employer and such complaint will be investigated.
- 25.05** At the conclusion of said investigation any employee who has been found to have engaged in Workplace Discrimination and/or Sexual Harassment behaviour shall be subject to discipline and said discipline shall be subject to the grievance procedure under Article 10.
- 25.06** The Union and the Employer agree that violence, as defined in the *Occupational Health and Safety Act*, as amended, will not be tolerated in the workplace.
- 25.07** It is expected that employees will report incidents of workplace violence to their immediate supervisor and/or Police as the specific circumstance dictates and in accordance with the relevant procedure. Such incidents reported to supervision will be investigated and, as appropriate, a summary report of such investigation will be provided to the JOHSC.

## **ARTICLE 26 – DURATION**

- 26.01** This agreement shall be effective as from April 1, 2022 and shall remain in force until March 31, 2026.
- 26.02** Notice that amendments are required or that either party intends to terminate the agreement shall be given during the period of ninety (90) days immediately prior to the expiration date of this agreement, or any anniversary date in the event of any subsequent yearly extension as provided above.
- 26.03** If notice of amendments or termination is given by either party, the other party agrees to meet within fifteen (15) days, or within such further period as the parties agree upon, after receipt of such notice for the purpose of negotiations.

## ARTICLE 27 – PRINTING OF THE COLLECTIVE AGREEMENT

**27.01** Within thirty (30) days of signing a renewed collective agreement, the Employer shall arrange for the new collective agreement to be posted on the intranet and for the printing and distribution of the new collective agreement to members of the bargaining unit. The printing costs shall be shared equally by the parties.

## ARTICLE 28 – DISCLOSURE

**28.01** The Employer shall send an agenda for all Board meetings to the Union by email at the same time as the Board is sent its materials for a Board meeting. Copies of all resolutions and minutes of the Board adopted and accepted by the Board at regular monthly Board meetings will be forwarded to the Recording-Secretary of the Union and posted on the intranet. The Employer agrees to provide agendas and copies of the Minutes of any public ad hoc meetings of the Board. The Employer will advise the Union of revised workplace policies once they have been updated following Board review.

**28.02** Prior to amending Procedures or implementing new Procedures that affect the workplace or working conditions, the Employer agrees to notify the Union of the proposed changes or new Procedure. If the Union wishes to provide input about the changes or the new Procedure, it can do so at any time by email, or if the parties agree, a meeting can be scheduled.<sup>6</sup>

## ARTICLE 29 – LAYOFF AND RECALL AND REDEPLOYMENT

**29.01** (a) In the case of lay-offs and recalls from layoffs, the bargaining unit wide seniority of an employee shall govern provided that the senior employee already possesses the necessary skill, ability and qualifications to perform the work available. The following notice shall be given to employees for layoffs the Employer anticipates will be longer than eight (8) weeks in duration:

Less than one (1) year's employment	Two (2) weeks' notice
One (1) year but less than three (3) year's employment	Three (3) weeks' notice
Three (3) year's but less than five (5) year's employment	Six (6) weeks' notice
Five (5) year's or greater employment	Eight (8) weeks' notice

In accordance with the regulations under the *Employment Standards Act, 2000*, where employees are to be laid off, the employer will post a list identifying the employees in the positions that are to be eliminated. This notice will be deemed to be notice to

employees who are displaced and laid off and placed on the surplus list as a result of the redeployment process described below.

(b) The notice of lay-off set out in Article 29.01(a) shall be one week of notice in situations where a lay-off results from a state of emergency declared by the municipality and/or the Province of Ontario.

**29.02** For lay-offs of less than eight (8) weeks in duration, the Employer will provide each employee two weeks' notice. Employees affected by such a lay-off will be placed on the surplus list.

**29.03** In the event of a proposed reorganization at the Library, which may result in a lay-off of more than eight (8) weeks in duration of one or more bargaining unit employees, the following will apply:

- (a) The Employer shall notify the Union at least four weeks before it intends to give notice to affected employees.
- (b) Upon notification, the Union will identify three (3) Union representatives (Redeployment Representatives) who will monitor the redeployment process.
- (c) The Redeployment Representatives shall review the proposed reorganization plan and make recommendations, as appropriate.
- (d) The Employer will identify individual employees who may be affected by the reorganization, including employees who may be relocated in their current positions. The names of these individuals will be provided to the Redeployment Representatives.
- (e) The Employer shall provide to the Redeployment Representatives the details of how it anticipates the redeployment process set out below will apply to the individuals affected by the reorganization.
- (f) Any information provided to the Redeployment Representatives will remain confidential.
- (g) If the Redeployment Representatives have any concerns regarding the Employer's proposed application of the redeployment process, they will advise the Employer immediately.
- (h) The Employer will schedule paid time off for the Redeployment Representatives to meet with the Employer and to review information provided regarding redeployment.

#### **29.04 Redeployment Process**

Employees whose positions are eliminated or who have been displaced by a more senior employee will be placed in an alternative position if the employee has the skill, ability and qualifications to perform the work. Alternative positions will be identified for employees by following the following process for each employee in order of bargaining unit wide seniority:

- (i) if there is a vacant position with the same full-time or part-time status as the employee, that is within the employee's labour grade, and that they have the skill, ability and qualifications to perform, they will be placed in the position.
- (ii) if there is no vacant position in the employee's labour grade that they can perform, the employee may:
  - choose any other vacancy whether full-time or part-time for which they have the skill, ability and qualifications to perform; or
  - displace a junior employee in their own labour grade or one labour grade lower where they have the skill, ability and qualifications to perform the work.
- (iii) if the employee cannot be redeployed under (i) or (ii) above, they will be placed on the surplus list for a period of twelve (12) months.

**29.05** Full-time employees may choose to be placed on the surplus list or elect to take severance in accordance with the *Employment Standards Act, 2000* rather than displace a part-time employee.

**29.06** Employees who are in lower job grades as a result of redeployment will maintain their current rate of pay for a period six (6) months. After six (6) months, employees will be paid the highest level in the lower job grade that is not more than the rate they were paid in their original position.

**29.07** Full-time employees who choose to accept part-time vacancies or displace a junior part-time employee will be paid as a part-time employee. The applicable hourly rate will be their current rate for a period of six (6) months, following which they will be paid the highest level in the lower job grade that is not more than the rate they were paid in their original position.

**29.08** Full-time employees who choose a part-time vacancy or who bump a part-time employee will continue to have their benefits paid 100% by the employer for a period of six months while they are redeployed in the part-time position.

**29.09** Employees who are on the surplus list will continue to participate in the benefit plans

described in article 20 for a period of six (6) months from the date of placement on the surplus list. Part-time employees who wish to continue to participate must provide the employer with post-dated cheques for their portion of the premiums within two weeks of their last day of work.

**29.10** Surplus list employees will continue to be eligible for tuition reimbursement under article 19.08 for any courses that they were enrolled in prior to being placed on the surplus list, or which they enrol in while they are on the surplus list and are to be completed within twelve months of the date of placement on the surplus list.

**29.11 Recall**

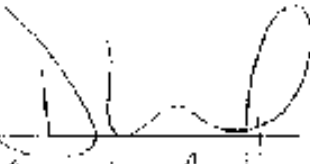


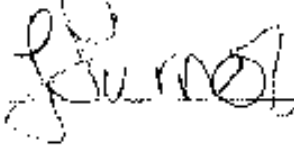

(i) Employees on the surplus list will have recall rights for a period of twelve (12) months. In the event that an employee is not recalled during the twelve (12) month period, they will lose all seniority and they will not be eligible to be recalled.

(ii) A redeployed employee or an employee on the surplus list shall have the right to return to their position held prior to redeployment/placement on the surplus list should it become vacant within twelve (12) months of the redeployment/placement on the surplus list. In the event that there is more than one (1) person wishing to return to the vacant position, seniority shall govern.


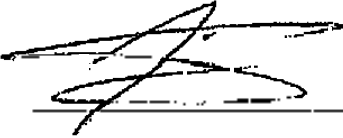
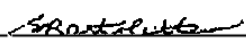
**29.12** If there are employees on the surplus list, the posting procedure in the Collective Agreement shall not apply except where a position becomes available for which none of the employees on the surplus list are able to perform the work. That position may be posted in accordance with article 18.01. Laid off employees may be offered any vacancy in a job grade equal to or lower to their original position for which they have the skill, ability and qualifications to perform with a three week training/familiarization period.

Signed in Brampton, Ontario, this 15<sup>th</sup> day of June, 2022.

For the Union

  
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Louise Lalonde  
  
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For the Employer

  
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Gina DePisces  
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Joseph Sted  
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## **LETTER OF UNDERSTANDING (UNION/NON-UNION FUNCTIONS)**

Between:

**THE BRAMPTON PUBLIC LIBRARY BOARD**

- and

**CUPE, LOCAL 1776**

The Union and the Employer agree that there may be an overlap of the functions in some bargaining and non-bargaining unit functions. In the interests of providing the best customer service possible, non-union staff may fill in for union employees only if there is an illness or unplanned staffing shortage.

The Employer agrees that its practice of non-union employees performing similar tasks as union employees will not result in the lay-off of any union employees.

**LETTER OF UNDERSTANDING (PARKING)**

Between:

**THE BRAMPTON PUBLIC LIBRARY BOARD**

- and -

**CUPE, LOCAL 1776**

During the negotiations the parties discussed the availability of parking to bargaining unit members of the Chinguacousy Branch. The availability of parking at the Chinguacousy Branch is dependent on the owner of the Brampton Civic Centre. During the term of the collective agreement, the Employer agrees to use its best efforts to obtain additional parking passes for the parking lot adjacent to the Brampton Civic Centre.

**LETTER OF UNDERSTANDING (Employment Equity and Vacancies)**

Between:

**THE BRAMPTON PUBLIC LIBRARY BOARD**

- and -

**CUPE, LOCAL 1776**

**Selection Criteria (Employment Equity Language) – The parties agree that, within 90 days of the ratification of the new Collective Agreement, the parties establish a subcommittee of the Labour Management Committee to discuss how the parties might best proceed to explore the concept of incorporating Employment Equity considerations into the selection criteria when filling vacancies.**

**Appendix A - Salary & Wage Scale: April 1, 2022 – March 31, 2023**

<b>Labour Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Job Title</b>
<b>1</b>	38,556 21.18	39,705 21.82				Shelver
<b>2</b>	44,377 24.38	45,341 24.91	46,286 25.43	47,750 26.24		
<b>3</b>	51,810 28.47	52,941 29.09	54,034 29.69	55,721 30.62		Acquisition Processing Assistant Information Services Assistant (Outreach) Customer Service Agent
<b>4</b>	59,243 32.55	60,559 33.27	61,820 33.97	63,710 35.01		Information Services Technician A Technology Services Agent
<b>5</b>	66,658 36.63	68,086 37.41	69,531 38.20	71,700 39.40		Information Services Technician B Media Acquisition Specialist Cataloguer
<b>6</b>	74,072 40.70	75,666 41.58	77,316 42.48	79,671 43.78		Information Services Librarian  Selection Librarian Bibliographic Services Librarian Technology Systems Technician  Supervisor, Customer & Circulation Services Supervisor, Volunteer Services
<b>7</b>	77,391 42.52	79,986 43.95	82,599 45.38	85,250 46.84	87,882 48.29	
<b>8</b>	84,175 46.25	87,048 47.83	89,885 49.39	92,740 50.96	95,631 52.54	

**Appendix A - Salary & Wage Scale: April 1, 2023 – March 31, 2024**

<b>Labour Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Job Title</b>
<b>1</b>	39,250 21.57	40,420 22.21				Shelver
<b>2</b>	45,176 24.82	46,157 25.36	47,119 25.89	48,610 26.71		
<b>3</b>	52,743 28.98	53,894 29.61	55,007 30.22	56,724 31.17		Acquisition Processing Assistant Information Services Assistant (Outreach) Customer Service Agent
<b>4</b>	60,309 33.14	61,649 33.87	62,933 34.58	64,857 35.64		Information Services Technician A Technology Services Agent
<b>5</b>	67,858 37.28	69,312 38.08	70,783 38.89	72,991 40.11		Information Services Technician B Media Acquisition Specialist Cataloguer
<b>6</b>	75,406 41.43	77,028 42.33	78,708 43.25	81,105 44.57		Information Services Librarian Selection Librarian Bibliographic Services Librarian Technology Systems Technician Supervisor, Customer & Circulation Services Supervisor, Volunteer Services
<b>7</b>	78,784 43.29	81,426 44.74	84,086 46.20	86,785 47.68	89,464 49.16	
<b>8</b>	85,690 47.08	88,615 48.69	91,503 50.28	94,409 51.87	97,352 53.49	

**Appendix A - Salary & Wage Scale: April 1, 2024 – March 31, 2025**

<b>Labour Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Job Title</b>
<b>1</b>	39,957 21.96	41,148 22.61				Shelver
<b>2</b>	45,989 25.27	46,988 25.82	47,967 26.36	49,485 27.19		
<b>3</b>	53,692  29.50	54,864  30.14	55,997  30.77	57,745  31.73		Acquisition Processing Assistant  Information Services Assistant (Outreach)  Customer Service Agent
<b>4</b>	61,395  33.73	62,759  34.48	64,065  35.20	66,024  36.28		Information Services Technician A  Technology Services Agent
<b>5</b>	69,079  37.96	70,560  38.77	72,057  39.59	74,305  40.83		Information Services Technician B  Media Acquisition Specialist  Cataloguer
<b>6</b>	76,763  42.18	78,415  43.09	80,125  44.03	82,565  45.37		Information Services Librarian  Selection Librarian Bibliographic Services Librarian Technology Systems Technician  Supervisor, Customer & Circulation Services Supervisor, Volunteer Services
<b>7</b>	80,202 44.07	82,892 45.55	85,600 47.03	88,347 48.54	91,075 50.04	
<b>8</b>	87,233 47.93	90,210 49.57	93,150 51.18	96,108 52.81	99,105 54.45	

**Appendix A - Salary & Wage Scale: April 1, 2025 – March 31, 2026**

<b>Labour Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Job Title</b>
<b>1</b>	40,676 22.36	41,889 23.02				Shelver
<b>2</b>	46,817 25.72	47,834 26.28	48,830 26.83	50,376 27.68		
<b>3</b>	54,658 30.03	55,851 30.69	57,005 31.32	58,785 32.30		Acquisition Processing Assistant Information Services Assistant (Outreach) Customer Service Agent
<b>4</b>	62,500 34.34	63,888 35.10	65,219 35.83	67,213 36.93		Information Services Technician A Technology Services Agent
<b>5</b>	70,322 38.64	71,830 39.47	73,354 40.30	75,642 41.56		Information Services Technician B Media Acquisition Specialist Cataloguer
<b>6</b>	78,145 42.94	79,826 43.87	81,567 44.82	84,051 46.19		Information Services Librarian  Selection Librarian Bibliographic Services Librarian Technology Systems Technician  Supervisor, Customer & Circulation Services Supervisor, Volunteer Services
<b>7</b>	81,646 44.86	84,384 46.37	87,141 47.88	89,937 49.42	92,714 50.94	
<b>8</b>	88,803 48.79	91,834 50.46	94,826 52.10	97,838 53.76	100,889 55.43	

**APPENDIX A (a) - Salary & Wage Scale: April 1, 2022 (Employee's Red Circled as per J.J.E. @ Nov. 22, 2002)**

<b>Job Title</b>	<b>Normal Labour Grade</b>	<b>Red Circled Labour Grade</b>	<b>Red Circled Hourly Rate</b>
1 Shelver	1	1*	\$23.44

\* Labour Grade 1 under prior Salary Grid

**Red Circled Employees:**

Red circled employees on staff as of the date of ratification shall receive a onetime lump sum payment in the first year in lieu of the negotiated wage increases. The payment is not to be taken into account in the calculation of any other entitlement under the terms of the collective agreement. This lump sum payment is calculated as a percentage of the straight time hourly rate per hour and is based on each employee's total hours worked in 2021.

Those employees whose wage rates are above the existing wage grid and are red-circled shall have their wage rates frozen until such time that the wage grid passes their rate.

**For clarity, there will be no lump sum payment paid in years 2, 3, or 4.**

## **APPENDIX B - Benefits of Early Retirees**

Employees who retire early, prior to age 65 on an unreduced OMERS pension, may at their own expense, continue to maintain the coverage of any one or all of the following benefits for themselves and their spouses:

### **Full-time employees**

- Extended Health Benefits Plan (includes prescription drug plan) as per Article 21.01 (b)
- Dental Plan as per Article 21.01 (e) Part-Time Employees
- Extended Health Benefits Plan (includes prescription drug plan) as per Article 21.04 (b)
- Dental Plan as per Article 21.04 (e)

Early retirees may continue to pay these benefits through the Employer up to age 65, at which time all benefits will be cancelled.

Upon death of the employee, an eligible spouse and/or eligible dependent covered by benefits will remain on the plan until the end of the current present quarter, at which time coverage will be cancelled.

The early retiree will be required to provide payments in advance on a quarterly basis. Failure to pay the premiums on time will result in permanent cancellation of the coverage. Four post-dated cheques may be provided to the Employer at the beginning of each calendar year to cover such quarterly payments.

**APPENDIX C - (Terms of Reference Joint Job Evaluation)**

**TERMS OF REFERENCE**

**Between**

**THE BRAMPTON PUBLIC LIBRARY BOARD**

**THE EMPLOYER**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its**

**LOCAL 1776**

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## **ARTICLE 1 – PURPOSE – EQUAL PAY FOR WORK OF EQUAL VALUE**

- a. To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 1776 and the Brampton Public Library (employer).
- b. To jointly implement a single gender-neutral job evaluation plan to achieve **Equal Pay for Work of Equal Value** for all jobs within CUPE Local 1776. The plan will include these four main factors:
  - i. skill
  - ii. effort
  - iii. responsibility
  - iv. working conditions
- c. To remove the current inequities in the existing pay plans by ensuring every effort is made for The Joint Gender-Neutral Job Evaluation Program to maintain pay equity.
- d. No employees will have their wages reduced. Monetary increases as a result of this joint process shall be negotiated by the parties, these negotiations shall include the effective date.

## **ARTICLE 2 – DEFINITIONS**

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

<b>Benchmark Jobs</b>	“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison under the job evaluation plan.
<b>Collective Agreement</b>	The collective agreement currently in effect between the employer and CUPE Local 1776.
<b>Duty</b>	Is made up of a number of tasks.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
<b>Gender-Neutral</b>	Any practice or program which does not discriminate between men and women.
<b>Incumbent</b>	An employee assigned to a job.
<b>Job</b>	Is made up of a number of tasks.

<b>Job Analysis</b>	The process of determining and recording 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 work-site observations.
<b>Job Analysis Questionnaire</b>	The instrument used to collect and record job data, which forms part of the job documents.
<b>Job Description</b>	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
<b>Job Evaluation</b>	A process which measures the value of jobs in relation to each other; this value is expressed in points.
<b>Job Evaluation Plan</b>	Contains the guidelines and degree levels for each sub factor used for evaluating a job.
<b>Joint Job Evaluation Committee</b>	The Committee responsible for the implementation of the job evaluation plan and which is made up of equal representatives from union and management.
<b>Out-of-Schedule Rate</b>	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.
<b>Pay Grade</b>	A designated salary range within the salary schedule including steps, if any.
<b>Points</b>	The numerical expression assigned to each degree within each subfactor.
<b>Rating</b>	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.
<b>Rating Sheet</b>	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
<b>Salary Schedule</b>	A listing of job titles, point bandings and pay grades.
<b>Sore-Thumbing</b>	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 a factor-by-factor basis or on a total point basis.

<b>Steps</b>	One of a series of fixed rates on a salary range.
<b>Sub factors</b>	Are components of the four major factors.
<b>Sub factor Degree Levels</b>	The actual measurement levels within each sub factor.
<b>Task</b>	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.
<b>Total Points</b>	The sum of all points allotted to each job for all factors determined in accordance with the job evaluation plan.

### **ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)**

- 3.1 The J.J.E.C. shall have equal representation and participation from the parties, consisting of three (3) representatives from the employer and three (3) representatives from the local Union.
- 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) Setting the agenda for the Committee including conducting an initial review of the job(s) submitted for evaluation to determine whether it is necessary for the job(s) to be referred to the full Committee for evaluation.
- 3.3 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 3.4 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.

- 3.5 The Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.6 Union Committee members shall be replaced in their regular jobs for such time as they are working on the J.J.E.C. Such replacements will have all the rights and privileges the collective agreement.
- 3.7 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 10.
- 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 within seven (7) working days of 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 J.J.E.C. 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 J.J.E.C.**

- 4.1 The J.J.E.C. shall implement and maintain the CUPE Gender-Neutral Job Evaluation Program by:
- a) Evaluating jobs identified as requiring evaluation;
  - b) Maintaining the integrity of the program;
  - c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.
  - d) Recording the results and rationale on the rating sheet and completing the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.J.E.C., Co-chairpersons, incumbent(s), supervisor and the Union.

## **ARTICLE 5 - JOB EVALUATION PROCEDURES FOR CHANGED JOBS**

5.1 Whenever the Employer significantly changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been significantly changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union or the non-union supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Maintenance Form (Appendix A);
- b) Upon receipt of a completed Job Evaluation Maintenance Form, the Co-chairpersons will review the Form and determine whether the job will be referred to the Committee.
- c) If the job is to be referred to the Committee, the Co-chairpersons will proceed to gather accurate, up-to-date information on the job. The information gathering shall include requesting that the incumbent(s) and supervisor complete an up-to-date Job Analysis Questionnaire.
- d) The J.J.E.C. will review the Job Analysis Questionnaire and determine if more information is required. Where further information is required, interviews may be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description if necessary.
- e) Where the job description is changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision in an Advice of Rating Form (Appendix B). The rating of the job shall determine the pay grade for the job.

## **ARTICLE 6 - JOB EVALUATION PROCEDURES FOR NEW JOBS**

6.1 Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- a) The Employer shall prepare a draft job description for the job and establish a temporary pay grade for the job;
- b) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- c) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted to the J.J.E.C.
- d) The Committee shall rate the job according to the procedure set out in Article 7

## **ARTICLE 7 - JOB ANALYSIS PROCEDURES AND RATINGS FOR NEW AND/OR CHANGED JOBS**

7.1 The following general procedure shall be used to rate jobs that the Co- Chairpersons determine require a maintenance review:

### **a) Step 1**

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.C. along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

### **b) Step 2**

The Committee shall draft an up-to-date job description based on the information gathered. Where further information is required, interviews may be held with the incumbent(s) and/or the supervisor. The Committee shall submit the job description to the incumbent(s) and/or supervisor for their mutual agreement.

Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response to the incumbent(s) and the supervisor. When agreed upon, the job description will be signed by the incumbent(s) and the supervisor to signify their mutual intent.

### **c) Step 3**

The job shall now be rated, based on the agreed-upon job description, in accordance with the job evaluation plan. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

### **d) Step 4**

When the Committee has completed the rating of a job, it will provide the supervisor and the incumbent(s) with a copy of the job description and Advice of Rating Form (Appendix B).

7.2 In the application of the job evaluation plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;

- c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level;
- d) The job analysis 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;
- e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- f) The factors and subfactors must have an impact on all jobs being rated;
- g) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions;
- h) A Committee member shall be excused from rating their own job, or any position where the rating of that job may place them in a conflict of interest situation.

## **ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS**

8.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Co-chairpersons 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.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, 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.

8.2 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 an arbitrator.

8.3 The arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and their decision shall be final and binding on the J.J.E.C., 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. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

8.4 The employer and the Union shall be the parties to the 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.

- 8.5 The arbitrator's fees and expenses shall be borne equally between the parties.
- 8.6 The time limits contained in this article may be extended by mutual agreement of the parties.

## **ARTICLE 9 - APPLYING THE RATING TO THE SALARY RANGES**

- 9.1 Job ratings serve to:
- 9.2 group jobs having relatively equivalent point values (this is commonly referred to as banding);
- a) provide the basis upon which wage rate relationships between jobs are established;
  - b) measure changes in job content;
  - c) assign jobs into their proper pay grade in the salary schedule.
- 9.3 The total point allocation shall be included as part of the negotiation process.
- 9.4 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay level on the new salary schedule, retroactive to the date agreed to by the Parties. The incumbent(s) shall retain the same place on any increment grid.
- 9.5 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such job shall be identified as "Red-Circled". Each incumbent with a designated "Red-Circled" wage rate shall maintain the current wage rate until such time as the wage rate for the job exceeds the current wage. At that point, the employee will be paid the wage rate for the position.
- 9.6 If a job is at the top of the existing salary range, then the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.

### **New Jobs**

- 9.7 In the event a new job is rated higher than the temporary pay grade determined by the Employer, the higher rate shall be paid to each incumbent retroactive to the date of their appointment to the job. In the event that the pay rate of the job decreases as the result of the six month re-examination of the job, the incumbent shall be paid the lower pay grade effective the date that the Advice of Rating Form is delivered to the incumbent.

## **ARTICLE 10 – RECONSIDERATION**

- 10.1 Either the incumbent(s) or the supervisor may request reconsideration of the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix C), stating the reason(s) for disagreeing with the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating Form (Appendix B). Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix D).
- 10.2 If after reconsideration a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay level on the new salary schedule, retroactive to the date the Job Evaluation Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.
- 10.3 If after reconsideration a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such job shall be identified as "Red-Circled". Each incumbent with a designated "Red Circled" wage rate shall maintain the current wage rate until such time as the wage rate for the job exceeds the current wage. At that point, the employee will be paid the wage rate for the position.

## **ARTICLE 11 – CONCLUSION AND IMPLEMENTATION**

- 11.1 The J.J.E.C. shall report its recommendations to the parties for ratification.
- 11.2 These Terms of Reference, including all appendices shall replace the Terms of Reference and appendices in the existing collective agreement. These Terms of Reference, including all appendices, the Gender-Neutral Job Evaluation Plan, and any other documents, as agreed to by the J.J.E.C., shall be deemed to be included in the collective agreement, effective the date of signing of these Terms of Reference.

<b>FOR THE EMPLOYER</b>	<b>FOR THE UNION</b>
<b>DATE:</b>	<b>DATE:</b>



**APPENDIX B - ADVICE OF RATING FORM**



<b>EMPLOYEE NAME:</b>	<b>JOB TITLE:</b>
<b>LOCATION:</b>	<b>EFFECTIVE DATE:</b>

THIS IS TO ADVISE THAT THE RATING FOR THE JOB TO WHICH YOU HAVE BEEN APPOINTED IS AS FOLLOWS:

JOB RATING											
SUBFACTORS	KNO	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CON	W/C
DEGREE											
POINTS											
TOTAL POINTS											
RATING CLASSIFICATION						LEVEL			STEP		
AS A RESULT OF JOB EVALUATION, <b>this job has been:</b>						UPGRADED					
						UNCHANGED					

**NOTE**

Any employee and/or supervisor or the Union or the employer who disagrees with the rating established for the job, may request reconsideration of the rating by completing a Job Evaluation Reconsideration Form (Appendix C) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document.

Reasons for disagreeing with the rating should be included in the Job Evaluation Reconsideration Form.

**APPENDIX C - JOB EVALUATION RECONSIDERATION FORM**



Any employee and/or supervisor or the Union or the employer, who disagrees with the rating established for the job, may request reconsideration of the rating by completing a Job Evaluation Reconsideration Form (Appendix C) and submitting it to the Joint Job Evaluation Committee.

**Reasons for disagreeing with the rating of the job should be included on the Job Evaluation Reconsideration Form. Please use additional pages, as required.**

<b>Employee Name:</b>	<b>Immediate (Non-Union)Supervisor:</b>
<b>Job Title: (Job in question)</b>	<b>Location:</b>
<b>Date:</b>	<b>Signature:</b>

Reasons for disagreement:

**NOTE: Forward original to Human Resources for distribution to:**

**a) Employee**

**b) Union Secretary**

**C) Job Evaluation Committee**

**APPENDIX D - JOB EVALUATION REVIEW DECISION FORM**



<b>Employee: Name:</b>		<b>Job Title:</b>	
<b>Location:</b>		<i>Date Received by Committee:</i>	
<p><b><u>Decision:</u></b> (A thorough review was done by the Joint Job Evaluation Committee and the following decision(s) was(were) reached):</p>          			
<b>Reasons:</b>			
<b>Joint Committee Chairpersons' Signature:</b>			
<b>Agreement: Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>	<b>Date:</b>	

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