

COLLECTIVE AGREEMENT

between

THE VAUGHAN PUBLIC LIBRARY BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.17**

for

FULL-TIME EMPLOYEES

April 1, 2024 to March 31, 2028

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AGREEMENT*between***THE VAUGHAN PUBLIC LIBRARY BOARD**
*("The Board")**- and -***THE CANADIAN UNION OF PUBLIC EMPLOYEES**
AND ITS LOCAL 905.17
*("The Union")***FULL-TIME EMPLOYEES****ARTICLE I - RECOGNITION**

- 1.01 The Board recognizes the Union as the sole and exclusive Bargaining Agent with respect to all matters covered by this agreement for all Employees of the Board in the City of Vaughan, regularly employed for not less than one hundred forty (140) hours over a four (4) week period, save and except Security Guards, Technology Support Specialists, Technology Support Analysts, Staff Engagement Specialists, Business Improvement Specialists, Managers and persons above the rank of Managers, Executive Assistants, Staff Engagement Assistants, Corporate Services Assistants, and students employed during the school vacation period.
- 1.02 Notwithstanding anything to the contrary in this Agreement, those Employee classifications herein excluded from the bargaining unit may continue to perform work, in accordance with past practices and procedures established prior to ratification of this Agreement, normally performed by members of the bargaining unit without being considered to be included in the bargaining unit on the understanding that this will not result in the reduction of established hours of persons in the bargaining unit.
- 1.03 Visiting library services workers, community service workers, students gaining work experience and contract Employees will not, as non-bargaining unit persons, perform tasks which would result in the reduction of established hours of persons in the bargaining unit.

ARTICLE II - RELATIONSHIP

- 2.01 The Board and the Union agree that every Employee has a right to work in an environment free from harassment. No Employee may be harassed in the workplace because of any protected grounds under the Ontario Human Rights Code, membership or non-membership in the Union or activity or lack of activity in the Union.
- 2.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Board, except as specifically permitted by this Agreement.

2.03 **Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new Employee during their regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purposes of acquainting the Employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. Management will provide the new Employee with a copy of the current Collective Agreement.

2.04 **Labour Management Committee**

A Labour - Management Committee shall consist of two (2) representatives of the Union and two (2) representatives for the Board. Furthermore, the C.U.P.E. Local 905 National Representative is an ex officio Committee member. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and shall meet to discuss matters of mutual concern to the parties.

The purpose of the Labour/Management Committee shall be, in general terms, to:

(i) examine and consider means by which Board services can be improved and expanded; and (ii) constructively examine means of improving Employee/Board relations.

The Labour/Management Committee shall be advisory and consultative only. The Labour/Management Committee shall not be utilized to discuss grievances under the Collective Agreement.

The Committee shall meet as required at a mutually agreeable time and place. Its members shall receive a notice and an agenda of the meeting at least 48 hours in advance of the meeting. No Employee acting as a Union Committee representative will lose pay for time spent at Committee meetings if same meetings are held during their scheduled normal hours of work, or a portion thereof.

A Board and a Union representative shall be designated as chairpersons and shall rotate every six (6) months in presiding over meetings.

2.05 **Mergers & Amalgamations and Integration Service**

The Union and the Employer agree that in the case of a merger of services, or the integration of the Library into the City, the Employer agrees to meet with the local Union with no less than ninety (90) days of any action to be taken as soon as they are made aware of the pending plan and will offer the Union disclosure of the information as required.

2.06 **Job Security**

The Board will commit to make every possible effort during the term of this Agreement to maintain the existing staff complement. If, in the Board's view, work force reductions may become necessary, the Board will request the assistance of the Union to explore alternative means of meeting the Board's needs prior to any implementation.

Employees shall be laid off in reverse order of their seniority provided that those Employees who remain have the qualifications and ability to do the jobs remaining. The Board will guarantee that seventy-five percent (75%) of those Employees who were permanent full-time at the start date of this Collective Agreement will be provided with full-time employment during the term of this Agreement. This does not guarantee that Employees will retain the positions which they occupied at the start of this Agreement or at the time a layoff occurs.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is exclusively the function of the Board to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline Employees for just cause, subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or layoff or that an Employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure except that the discharge of a probationary Employee will not be subject to the grievance and arbitration procedures, unless they are discharged for reasons that are arbitrary, discriminatory or in bad faith;
 - c) maintain and enforce rules and regulations governing the conduct of the Employees; and
 - d) generally to manage and operate Vaughan Public Libraries in all respects in accordance with its commitments, obligations and responsibilities to the public and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all Employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Board operation, not otherwise specifically dealt with elsewhere in the Agreement.
- 3.02 The Board agrees that these rights shall only be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE IV - UNION SECURITY

- 4.01 The Board agrees to deduct regularly monthly Union dues in the amount to be advised by the Union. The Union shall notify the Board in writing of the exact amounts to be deducted from the first pay due each calendar month from Employees covered by this Agreement. The Board agrees to remit same (assuming sufficient pay is available) to the Treasurer of the Union, not later than the twentieth (20th) day of the same month. A list of additions, deletions and changes will also be supplied. The Board will be notified in writing of any changes in the amount of the regular monthly Union dues at least thirty (30) days in advance of the effective date of the change.
- 4.02 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Board, the Union agrees to indemnify and save the Board harmless against any claim or liability arising out of or resulting from the operation of this section.
- 4.03 The total amount of Union dues deducted shall be included on the T-4 slips.

- 4.04 An Employee shall have the right to review their employment record file in the presence of the Chief Executive Officer or their designate.

ARTICLE V - UNION REPRESENTATION

- 5.01 In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect Stewards from amongst the Employees covered by this Agreement who have completed their probationary period, whose duties shall be to assist Employees in preparing and presenting grievances in accordance with the Grievance Procedure.
- 5.02 The Union shall notify the Board in writing of the name of each Steward before the Board shall be required to recognize the Steward.
- 5.03 It is agreed that a maximum of two (2) Stewards shall constitute the Union Grievance Committee, as so recognized in accordance with the Grievance Procedure.
- 5.04 It is understood and agreed that the Steward has their regular work to perform on behalf of the Board. However, should they be required to assist an Employee in preparing or presenting a grievance or attending disciplinary and investigation meetings during their regular working hours, the Employee shall not leave their work without first obtaining the permission of their Manager or the Manager's designate in the event of the Manager's absence from the work location, and such request shall not be unreasonably denied. When resuming regular duties, the Employee shall again report to their Manager, or the Manager's designate in the event of the Manager's absence from the work location. Reasonable time spent by a Steward assisting an Employee in presenting a grievance shall be without loss of regular pay.

Where an Employer representative intends to meet with an Employee, the Employee shall be advised of their right to have Union Representation present.

- 5.05 The Board agrees to recognize up to three (3) Employees plus one (1) alternate to serve on a Union negotiating committee to negotiate the renewal of this Agreement. Employee committee members shall not suffer any loss of pay, seniority or benefits for normal hours of work spent at scheduled negotiating sessions with representatives of the Board.
- 5.06 Where an Employee is elected or appointed to a full-time or part-time office within CUPE Local 905, the Employer may consider a request for extended leave of absence for such Employee and the Employer may grant such leave of absence; such request shall not be unreasonably denied. The Employer shall pay the Employee's wages and benefits and may be required to top up the salary/grade/level, to that which is assigned by the 905 Executive Board, however, it is agreed and understood by the parties that the Employer shall invoice the Union, and the Union shall forthwith provide full reimbursement to the Employer.

Such leave will be granted without loss of seniority. The Employee shall retain their seniority acquired at the date of leaving the Unit but shall not accumulate any further seniority for the duration of the leave.

Upon thirty (30) days written notice, the Employee shall be returned to their former position, or to a position comparable to that in which they were employed before taking office, or to such other position as may be determined by the Employer, the Employee, and the Union as being suitable

5.07 Whenever an Employee is on leave of absence requested under Article 5.06, the Employer shall pay the Employee's wages and benefits, invoice CUPE Local 905, and the Local shall forthwith provide full reimbursement. It is agreed this is not applicable to days which are paid for by the Employer as per other articles in the Collective Agreement.

a) **Leave for Federal/Provincial Union Office**

An Employee who is elected or appointed to office in the Canadian Union of Public Employees, whether National or Provincial, the duties of which require their full-time attendance, may and shall not be **unreasonably** denied, upon written request, be granted leave of absence without loss of seniority and service for a term not exceeding two (2) years, except whereby the parties agree in writing to extend such leave requests.

b) **Leave for Federal/Provincial Union Employment**

An Employee who becomes a paid Employee of the Canadian Union of Public Employees, whether National or Provincial, may, upon written request, be granted leave of absence without loss of seniority and service for a period not exceeding six (6) months. Such Leave, if requested, may be extended up to a period of two (2) years and shall not be unreasonably denied.

c) **Leave for Federal/Provincial Union Office/Employment**

Such leave of absence shall be without pay, but benefits will be continued by the Employer, and the Union shall reimburse the Employer for the cost of maintaining such Employee's benefits during the said leave of absence. The Employer may be requested by the Union to pay the Employee's wages and benefits, invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

Such leave will be granted without loss of seniority. The Employee shall retain their seniority acquired at the date of leaving the Unit but shall not accumulate any further seniority for the duration of the leave.

ARTICLE VI - NO STRIKE OR LOCKOUT

6.01 The Union agrees that during the term of this Agreement there shall be no strikes. The Board agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible. It is understood that an Employee has no grievance until they have first given their Manager an opportunity to address their complaints. If an Employee has a complaint, they shall discuss it verbally with their Manager no later than their fifth (5th)

working day after the day on which the circumstances giving rise to the complaint originated or occurred.

- 7.02 Failing settlement within the above-referred to five (5) working days, it may then be taken up as a grievance no later than their seventh (7th) working day, following advice of the Manager's decision, in the following manner and sequence:

Step No. 1

The Employee may request the assistance of a Steward to present the Employee's grievance to the Manager. The grievance shall be in writing/email (C.A.I.S.) and shall indicate the article(s) of the Collective Agreement that is being grieved and why it is being grieved and shall specify the remedy sought. The Manager shall deliver a decision in writing/email no later than the fifth (5th) working day following the presentation of the grievance.

Step No. 2

Failing a settlement, the Employee and the Union Grievance Committee may present the grievance in writing/email (C.A.I.S.) to the Chief Executive Officer or designate no later than the Employee's seventh (7th) working day after the decision is given above. A meeting will be held no later than the seventh (7th) following working day between the Chief Executive Officer or designate and the Employee and the Union Grievance Committee. A Staff Representative of the Union shall be present at the request of either Party. Failing settlement, the decision of the Chief Executive Officer or designate shall be delivered to the Union in writing/email no later than the-fifth (5th) following working day.

Step No. 3

Failing settlement and if the grievance is to proceed to arbitration such grievance shall be submitted to arbitration within fourteen (14) working days from receipt of the written/email decision under Step No. 2. Replies to grievances stating reasons shall be in writing/email at all stages.

- 7.03 The Union or the Board may file, in writing, a policy grievance with the other party on any difference between the parties and such grievance shall commence at Step No. 2 of the Grievance Procedure and the time limits set out with respect to that Step shall appropriately apply. It is further agreed that the Union may act on behalf of an Employee who is unable to file a proper grievance initiating the grievance at the appropriate Step. It is understood, however, that a policy grievance may not be used with respect to a grievance directly affecting an Employee or Employees and that the regular Grievance Procedure shall not be thereby bypassed.
- 7.04 When an Employee is formally disciplined, a Steward, shall be present, unless the Employee declines Union Representation. If an Employee declines Union Representation the Employer shall have the Employee sign a waiver and a copy of such waiver shall be sent to the Union.
- 7.05 The grievor shall have the right to be present at all meetings of the parties held to resolve or discuss the grievance.

7.06 It is agreed and understood that all time limits in the grievance procedure shall be adhered to except where they are extended by mutual agreement. Section 44(6) of the *Labour Relations Act* shall apply where applicable.

7.07 It is agreed that the discharge grievance of an Employee who has completed their probationary period shall commence at Step No. 2 of the grievance procedure no later than the seventh (7th) working day after the discharge and the time limits set out with respect to that Step shall appropriately apply. The discharge of a probationary Employee will not be subject to the Grievance and Arbitration Procedures, unless the probationary Employee is released for reasons which are arbitrary, discriminatory or in bad faith.

7.08 **Removal of Discipline**

Where the record of an Employee has been clear of disciplinary notations for any twenty-four (24) month period of employment, the Employee may request the removal of any written warnings, reprimands or record or disciplinary actions, previous to that twenty-four (24) month period (except relating to misuse of drugs or illegal activities related to employment).

Regardless, the record of any disciplinary action or warning shall not be referred to or used against an Employee at any time after twenty-four (24) months following such action, provided no other related disciplinary action has been taken against that Employee within those twenty-four (24) months.

The Employer agrees to remove all instances of non-disciplinary notations, such as coaching letters, letters of counsel, letters of expectations or any other type of letter created with the same intent, from an Employee's file twenty-four (24) months after the issuance of such notation.

ARTICLE VIII - ARBITRATION

8.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request, in writing, addressed to the other party to this Agreement.

8.02 Within fifteen (15) working days thereafter, the selection of an Arbitrator shall be initiated.

8.03 At any time after either party has requested Arbitration, either party may provide the other party with a written request to have the matter heard by a Mediator agreed to by both parties, in an attempt to find a resolution before proceeding to Arbitration under this provision. The opposing party shall provide a written response to the request within fifteen (15) working days of receipt. If the parties do not agree to a Mediator, or if the matter is not settled at Mediation, any party may advise the other in writing that it will be proceeding to Arbitration.

8.04 No matter may be submitted to arbitration which has not been carried through all requisite steps of the Grievance Procedure.

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

- 8.06 The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 8.07 Each of the parties hereto will jointly bear the fees and expenses of the Mediator and/or Arbitrator. Each of the parties hereto will bear the fee and expenses of the nominee appointed by them.
- 8.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties of this Agreement.
- 8.09 A grievor or any Employee with a legally vested interest shall not lose any pay for regular time spent at an Arbitration Hearing. Necessary witnesses shall not lose any pay for the day(s) of testimony.

ARTICLE IX - SENIORITY

- 9.01 Seniority, as referred to in this Agreement, shall mean length of continuous service of Employees who are in the bargaining unit and shall include service with the Board, which would have fallen within the bargaining unit description of the parties' Recognition Clause, prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.
- 9.02 An Employee will be considered a probationary Employee for the first one hundred and twenty (120) days worked of their employment and will have no seniority rights during this period nor shall their name be placed on the seniority list. During this period, the Employee may be terminated at the Board's sole discretion without recourse to the Grievance and Arbitration Procedure, unless they are released for reasons which are arbitrary, discriminatory or in bad faith. After one hundred and twenty (120) days worked, the Employee's name shall be placed on the seniority list with seniority dating from their date of hire.
- 9.03 Seniority lists will be posted in all locations twice a year, in January and July, and a copy mailed and/or emailed to the Union Chairperson and Local 905 at reception@cupe905.com at the same time.
- 9.04 An Employee will lose their seniority, and their employment shall be deemed to be terminated if they:
- a) quit their employment;
 - b) are discharged and not reinstated;
 - c) fail to return to work within seven (7) calendar days after written notification has been sent advising of the Employee's recall from layoff. It is the Employee's responsibility to inform the Board in writing of any change of address or telephone number;
 - d) fails to return to work upon the termination of an authorized leave of absence unless an explanation satisfactory to the Board is given by the Employee; or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - e) is absent from work without permission for three (3) consecutive working days unless

- an explanation satisfactory to the Board is given by the Employee;
- f) is laid off for a period of more than twelve (12) months without being recalled;
 - g) is absent from work because of sickness for more than twenty-four (24) consecutive months.

ARTICLE X - PROMOTION AND STAFF CHANGES

10.01 When a vacancy occurs or a new position is created within the bargaining unit, the Board shall email all Employees and post on the Employer's Staffnet system a notice stating the nature of the position, the educational and experience qualifications required, the salary rate or range, and the cut-off date for application. Internal job postings shall be open for seven (7) days.

In selecting an applicant to fill the vacancy, the Board shall consider the applicant's overall qualifications and seniority. After the interview process has been completed, and where two (2) or more applicants equally satisfy the aforementioned criteria, seniority shall govern.

The Employer shall inform all selected applicants of the components of the interview process.

Interview scores shall be kept on file for a period of five (5) months and will not be re-interviewed for a position of the same job title within that five (5) month period.

Upon request of the candidate the Board shall share the assessment results including pass/fail status of the interview.

Staff Engagement will meet with the interviewed applicant(s) to review the outcome of any interview if unsuccessful, within eight (8) weeks of the Employee receiving the notification, and if requested by the Employee.

All applications for internal postings must be submitted in writing to the Recruitment Office cited on the posting by the specified date. A current resume and a covering letter are required, indicating the posting referral number and position applied for. Submissions received after the closing of the posting or incomplete submissions will not be considered.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this article, Employees from the other CUPE bargaining units at Vaughan Public Library Board will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of the CUPE bargaining units. The Employees eligible for consideration shall be limited to those Employees who have applied for the position in accordance with this article.

If there are no successful internal applicants, probationary Employees may apply and shall be considered prior to external applicants.

10.02 A successful applicant may not bid for another job for at least five (5) months from the time of their appointment to the first job, except as follows:

- i) The job change would constitute a change from "temporary" to "permanent";

- ii) The Employer agrees that having the applicant accept assignment to the position would be mutually beneficial;
- iii) The job constitutes a permanent promotion in grade.

Employees will be limited to one lateral transfer in a six (6) month period.

- 10.03 The successful internal applicant shall be notified within four (4) weeks following the end of the posting period and shall be placed on trial for a period of eighty (80) days worked in their new position. Conditional on satisfactory service, such trial shall be confirmed permanent after the period of eighty (80) days worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and at their former salary rate. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former salary rate.
- 10.04 The successful applicant may elect within the first forty (40) days worked in their new position to return to their former classification with the concurrence of their Manager if the Employee determines they are unable to perform the duties of the new position. No reasonable request will be withheld.

ARTICLE XI - LAYOFF AND RECALL

- 11.01 In the event there is a layoff of Employees, the following procedure shall apply:
- a) Probationary Employees will be laid off first;
 - b) Employees will be laid off on the basis that the Employee having the least seniority shall be the first to be laid off providing the remaining Employees have the necessary skill and ability to maintain the output and quality required to perform the work in question based on the job description of the position being filled.
 - c) An Employee in receipt of notice of layoff pursuant to Article XI may:
 - i) accept the layoff; or
 - ii) displace another Employee as per Articles 11.05 and 11.06 of this Agreement;
 - iii) opt to retire, if eligible, under the terms of the OMERS pension plan.
- 11.02 In the event of a recall of Employees, they will be recalled in the reverse order that they were laid off, provided in all cases the Employee to be recalled has the necessary skill and ability to maintain the output and quality required to perform the work in question based on the job description of the position being filled.
- 11.03 No new Employee will be hired to perform work that an Employee on layoff is capable of performing.
- 11.04 The Bargaining Units are separately certified, therefore there will be no intermingling of seniority, and layoffs and recalls will occur independently.
- 11.05 Bumping is determined by seniority. An individual may "bump" into a position for which they

have the skill and ability to perform the job provided that the position is at the same or lesser wage rate and is currently occupied by an Employee with lesser seniority. In order to bump into a position, the individual must require no training beyond familiarization and orientation.

- 11.06 a) Those who bump into another position to avoid layoff retain the right to be recalled to their original position for twelve (12) months if that position becomes available to be refilled. If the individual refuses a recall to their original position, they will remain in their new position and lose all right to be recalled to their original position.
- b) If an individual refuses recall to their original position, the position shall be offered to those Employees on layoff, in order of seniority, provided they have the skill and ability to perform the available work.
- c) An individual who bumps into another position to avoid layoff, or an individual who is laid off, may refuse recall to any classification without losing their right to recall. However, any individual who refuses recall to their original position shall immediately lose all recall rights. It is clearly understood that the right to refuse recall applies only under these circumstances and does not otherwise affect the Employer's right to transfer Employees.
- d) The recall rights referred to herein shall cease twelve (12) months from the date of layoff, or upon completion of the recall of all Employees on layoff, whichever occurs first.
- e) When any position cannot be filled through the recall procedure, it shall be posted and filled in the usual manner, notwithstanding that there may still be Employees on layoff.
- 11.07 If a probationary Employee is occupying a position no one else in the Bargaining Unit who will be laid off or bumped is qualified to perform, the probationary Employee shall not be laid off, notwithstanding Article 11.01.
- 11.08 All affected Employees shall be given two (2) weeks' notice of layoff.
- 11.09 The Employer shall notify the Employee of a recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Employer.
- 11.10 a) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- b) No full-time or part-time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to a Management or non-union Employee.

11.11 If more than 20% of Unionized Employees are laid off, volunteers or students cannot be used for any purpose unless mutually agreed upon by the Union and the Employer and confirmed in writing.

ARTICLE XII - HOURS OF WORK

- 12.01 The following is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 12.02 The normal work period shall be one hundred forty (140) hours over twenty (20) days in a twenty-eight (28) consecutive day period, exclusive of a meal period but not to exceed the guidelines of the *Employment Standards Act*.
- 12.03 The Board shall not schedule an Employee for a split shift.
- 12.04 The schedule for hours of work shall be posted a minimum of two (2) weeks in advance of the scheduled work period and once posted, any changes made without the required two (2) weeks' notice shall be mutually agreed to by the Employee affected and their Manager or designate.
- 12.05 Employee's requests for working hours within the above shall be accommodated to the extent practical and subject to the Manager's approval.
- 12.06 Where Employee's requests cannot be accommodated, assignments shall be by seniority in the classification within the branch. Where an assignment can be filled by multiple classifications, seniority of staff within the branch shall govern.
- 12.07 Employees scheduled to work more than five (5) consecutive hours shall receive an unpaid meal period. Subject to their Manager's approval, the Employee may select a thirty (30) minute or a sixty (60) minute meal period. Such selection shall be made at least three (3) weeks prior to the effective date, and it shall remain in effect for at least three (3) months.
- 12.08 Employees shall be permitted one (1) fifteen (15) minute paid break period and, if scheduled to work for more than five (5) consecutive hours, Employees shall receive a second fifteen (15) minute paid break period during the second half of the shift.
- 12.09 The normal workday, except for Custodial or Systems staff, shall not commence prior to 8:00 a.m. and shall not finish later than 9:30 p.m. for Monday to Friday and the normal workday shall not commence prior to 8:30 a.m. and shall not finish later than 5:30 p.m. for Saturday and/or Sunday. The normal workday shall be not less than four (4) hours.
- 12.10 a) Each Employee shall have at least two (2) Saturdays and two (2) Sundays off per four (4) week period.
- b) The Employee shall not be required to work more than two (2) evenings per week. (The definition of an evening shift is any scheduled shift that concludes at 7:00 p.m. or later).

12.11 Modifications to the normal hours of work defined above may be altered and implemented at any time by mutual agreement between the Union and the Board.

12.12 It is recognized by the parties that due to the nature of their work, Custodial and/or Systems staff may be assigned to shift work. The hours of shift work may be between 9:00 p.m. and 7:00 a.m. and between Monday through Saturday inclusive. A shift premium of seventy-five cents (.75) per hour shall be paid for all hours worked on any shift scheduled to start between 9:00 p.m. and 7:00 a.m.

12.13 **Shift Changes**

Employees upon seventy-two (72) hours' notice, shall be allowed the switching of shifts with another Employee in the same Area holding the same job title. Such mutual exchange would not require the Employer to pay overtime rates of pay. Such mutual exchange shall be submitted in writing to the Manager for approval. A maximum of twelve (12) shift switches shall be permitted per calendar year.

12.14 **Meal Breaks**

Employees that have their meal break interrupted shall be entitled to an additional meal break. If the Employee is unable to reschedule their meal break, they shall be entitled to either lieu time or pay for their (1/2) half hour or one (1) hour meal break, whichever is applicable.

ARTICLE XIII - OVERTIME

13.01 All overtime must be authorized in advance by the Employee's Manager.

13.02 Overtime as set out herein shall only be recognized when the Employee is required to work more than twenty (20) minutes beyond their scheduled workday.

13.03 Approved overtime shall be all time worked and shall be paid at the appropriate rate indicated as follows:

- a) All hours worked before and after the scheduled shift shall be paid at one and one-half (1-1/2) times the Employee's straight time rate.
- b) All hours worked on a Sunday, subject to Clause 13.03 (e), shall be paid at double (2) time the Employee's straight time rate.
- c) Notwithstanding Clause 13.03 (b), all hours worked on a Sunday shall be paid at the Employee's straight time rate if the Employee requests to work on Sunday and the Board agrees to Sunday work.
- d) All hours worked in excess of one hundred forty (140) hours in a twenty-eight (28) consecutive day period shall be paid at one and one-half (1-1/2) times the Employee's straight time rate.

- e) In lieu of overtime payment, an Employee may request time off at the rate of time calculated above, to be taken at a mutually agreed upon time.

13.04 There shall be no pyramiding or duplicating of overtime rates.

ARTICLE XIV - CALL IN WORK

14.01 An Employee who has completed their regular scheduled hours and has left the Board's premises and is subsequently called back to work hours outside of their regular scheduled hours shall be guaranteed a minimum of four (4) hours work, or four (4) hours pay at one and one-half (1-1/2) times the Employee's straight time rate or at double (2) times the Employee's straight time rate for Sunday call-in hours.

14.02 Call-in hours of work shall neither be used in calculation of overtime pay nor shall it result in any pyramiding or duplicating of any other premium rates.

ARTICLE XV - HOLIDAYS

15.01 All Employees will be paid for the following holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	National Day for Truth and Reconciliation

and any other day proclaimed as a holiday by the federal, provincial or municipal governments.

15.02 In order to qualify for holiday pay, the Employee must work their full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned except in cases of excused absence satisfactory to the Board. Any disagreement regarding this clause may be subject to the Grievance Procedure.

15.03 When one of the above days occurs during an Employee's vacation leave or falls on an Employee's regular non-working day, the Employee will be granted another regular working day off with pay. The date(s) of the day(s) shall be mutually agreed upon between the Employee and their Manager or the Chief Executive Officer and be taken within four (4) months of being earned. Such days may be approved to be used in conjunction with vacation.

15.04 When Christmas Eve and New Year's Eve fall on a normal working day, the library will close at 12:00 noon. Employees will be paid for the hours they would normally have worked.

15.05 An Employee who is required to work on a designated holiday shall receive one and one-half (1-1/2) times their regular basic rate of pay for all time worked on the holiday and where the Employee is entitled to the holiday with pay, their regular wages in addition

thereto.

15.06 Should the Employer choose to close the library on Easter Sunday Employees shall make up the hours on a day within the four (4) week cycle.

Employees shall have the option to submit available shifts for which the make-up hours may be scheduled. Requests shall not be unreasonably denied. When two (2) or more Employees request the same shift(s), and the Employer is unable to accommodate such requests, seniority shall govern.

ARTICLE XVI - VACATIONS

16.01 Vacation schedules must be approved by the Manager. Employees may be granted their vacation in an unbroken period where practical, subject to the Chief Executive Officer's approval of any vacation in excess of fifteen (15) consecutive working days. Employees may be granted single day vacation usage where practical.

16.02 Employees shall be entitled to an annual vacation with pay determined by the length of service as of their official anniversary date of hire, in accordance with the following provisions:

a) Employees who have completed their probationary period and who have one (1) year or less of continuous service shall be entitled to vacation with pay in the amount of one day for every month worked to a maximum of ten (10) days.

b) **Full-Time**

Years of Completed Consecutive Service

Number of Vacation Days

one (1) year

Ten (10) working days

two (2) years

Fifteen (15) working days

five (5) years

Seventeen (17) working days

eight (8) years

Twenty (20) working days

eleven (11) years

Twenty-three (23) working days

fourteen (14) years

Twenty-five (25) working days

sixteen (16) years

Twenty-six (26) working days

twenty (20) years

Twenty-seven (27) working days

twenty-three (23) years

Twenty-nine (29) working days

twenty-five (25) years

Thirty (30) working days

- 16.03 Vacation accrued by the official anniversary date of hire in any year must be used prior to the anniversary date of the following year.
- 16.04 Employees with more than two (2) years' service may retain and accumulate two (2) weeks (ten [10] working days) per year, to provide for a future extended vacation of not more than eight (8) weeks. Permission to retain vacation days must be requested of the Chief Executive Officer a minimum of (8) eight weeks before the Employees' anniversary date.
- 16.05 When an Employee on a scheduled period of vacation is hospitalized for three (3) days or more as a result of serious illness or accident, such Employee shall be entitled to claim sick time in lieu of vacation for such days of illness provided that verification and a doctor's certificate verifying the length of illness is provided to their Manager on the Employee's return to work.

Any vacation entitlement remaining shall be rescheduled to be taken prior to their end of the vacation year, subject to operational requirements and the approval of the immediate supervisor and Chief Executive Officer.

- 16.06 Employees shall submit their vacation preferences to the Employer by September 1st of each year for the following calendar year and the first (1st) week of January in the subsequent year. The Employer shall respond to all vacation requests, on or before October 1st of the same year. Vacation requests received by the prescribed deadline will be awarded based on seniority within classification within the branch. In the event of a vacation scheduling conflict between Employees, preference will be granted on a seniority basis within classification within the branch, however, where an assignment can be filled by multiple classifications, seniority of staff within the branch shall govern. Employees may cancel vacation with two (2) weeks' notice. Vacation requests submitted after September 1st, shall be determined by the Employer on a first come first serve basis.

ARTICLE XVII - SICK LEAVE

- 17.01 Sick leave will be granted to Employees to the limit of their accumulated sick leave or until commencement of long-term disability benefits, whichever date first occurs.
- 17.02 All Employees hired after April 10, 1999 shall accumulate, upon completion of their probationary period of one hundred and twenty (120) working days and while receiving full pay, sick leave credits at the rate of ten and ½ (10 ½) hours per month worked to a total of one hundred and twenty-six (126) hours per year of service.
- 17.03 All unused sick leave may be accumulated to the credit of an Employee up to a maximum of one hundred and eighty (180) days effective January 1, 2014. No Employee shall receive any payment because of unused sick leave.
- 17.04 All Employees who, during their probationary period, suffer a serious illness, will be allowed to draw from their future sick leave accumulation to a maximum of seventy (70) hours. The seriousness of the illness and the need for the time off shall be confirmed in writing by a physician.

- 17.05 An Employee may be required to produce proof of sickness for any absence in the form of a medical certificate or statutory declaration and in all cases of sickness four (4) working days or more, a medical certificate or statutory declaration is compulsory before returning to work. Any fee charged to acquire the certificate or declaration will be reimbursed to Employees upon presentation of a paid receipt up to a maximum of \$100.00 per certificate, pending any Regulations that may be promulgated.
- 17.06 Employees who require time off for unanticipated emergency-related incidents (inclusive of child and elder care) or medical-related appointments or recognized religious observances may, after notifying their Manager, and with the agreement of their Manager, use up to a maximum of five (5) accumulated sick days per year for such purposes.

ARTICLE XVIII - LEAVE OF ABSENCE

- 18.01 The Board, at the discretion of the Chief Executive Officer, may grant a leave of absence without pay for a period not to exceed four (4) weeks for legitimate personal reasons provided at least a one (1) month written request is made to the Board clearly stating the reasons for the request and the proposed duration. Such advance written request may be waived in the case of emergencies. Longer leave of absence without pay may be granted at the discretion of the Board.

18.02 Religious Observances

The Employee will request in advance a leave of absence for recognized religious observances, in which case the Manager must be notified in writing at least two (2) weeks prior to the time requested. In each case, the type of leave must be determined in consultation with the appropriate Management staff. At the Employee's option, the leave of absence may be unpaid, vacation credits, overtime accumulation, accumulated sick days as per Article 17.06, or lieu days may be used.

ARTICLE XIX - PREGNANCY/PARENTAL LEAVE

19.01 Pregnancy Leave

- a) Upon at least two (2) weeks written notice to the Chief Executive Officer, and provision of a certificate from a legally qualified medical practitioner stating the expected birth date, a pregnant Employee who has completed thirteen (13) weeks employment will be granted pregnancy leave without pay in accordance with the Ontario *Employment Standards Act*.

19.02 Parental Leave

- a) Unpaid parental leave will be granted to Employees in accordance with the *Employment Standards Act* who have completed thirteen (13) weeks employment upon at least two (2) weeks' notice to the Employer. The parental leave for an Employee who has taken pregnancy leave must commence immediately following the expiration of the pregnancy leave. For all other Employees, parental leave must begin no more than thirty-five (35) weeks after:

- i) the birth of the child, or,
 - ii) The child comes into the care and custody of the parent.
- b) The following provisions apply to Parental and Pregnancy Leave:
- i) Benefit coverage will continue throughout such leave at the same rate of contribution by the Employee and Employer unless the Employee elects in writing not to do so.
 - ii) The Employee will continue to accrue seniority and vacation entitlements while on Pregnancy and/or Parental Leave.
 - iii) All written notifications will be in accordance with the *Employment Standards Act*, time limits.

19.03 The Employee shall provide the Board with at least two (2) weeks' notice of their date of return to work. On returning from pregnancy and/or parental leave, the Employee shall be placed in their former position. If the former position no longer exists, the Employee shall be placed in a position within Vaughan Public Libraries with an equivalent job classification.

19.04 Effective the date of approval by the Employment Insurance Commission, an Employee who is on pregnancy leave or parental leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplemental Employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the Employee's regular weekly earnings and the sum of the Employee's Employment Insurance benefits and any other earnings. All payments shall commence following receipt by the Employer of the Employee's Employment Insurance cheque stub. SUB payments following the 'waiting period' shall continue while the Employee is in receipt of Employment Insurance benefits for a maximum period of fifteen (15) weeks of pregnancy leave and ten (10) weeks of parental leave.

The Employee's regular weekly earnings shall be determined by multiplying the Employee's regular hourly rate on the last day worked prior to the commencement of the leave, times the Employee's normal weekly hours.

Benefits provided herein are subject to the terms and conditions of the SUB plan registered with the Employment Insurance Commission.

The above applies to a permanent full-time Employee on the following conditions:

- i.) The Employee must have completed their probationary period with the Board prior to beginning the pregnancy/parental leave.

ARTICLE XX - BEREAVEMENT LEAVE

20.01 In the event of a death in the immediate family of an Employee covered by this Agreement, the Employer agrees to grant time off and to make up the Employee's regular pay (exclusive of any premiums) for any absence up to a period of five (5) days for the purpose of making arrangements for or attending the funeral/celebration of life.

20.02 Immediate family shall mean spouse, father, mother, step-father, step-mother, father-in-law, mother-in-law, child, step-child, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild, aunt, uncle, niece, nephew, common-law spouse, and any relative who has

been residing in the same household.

20.03 Additional unpaid leave may be granted at the sole discretion of the Chief Executive Officer.

20.04 When bereavement occurs during an Employee's vacation period, the Corporation shall substitute bereavement days for vacation days.

ARTICLE XXI - JURY DUTY

21.01 An Employee required to serve as a juror or subpoenaed by the Crown as a witness or subpoenaed as a witness in any civil matter to be heard in a Court of Law (but for clarity not including an arbitration, labour board or other administrative tribunal) arising directly out of the Employee's duties and responsibilities as an Employee to the Board and who, therefore, is unable to perform their regular shift shall be entitled to receive for each day of absence the difference between their regular straight time rate for all hours lost and the amount of jury fee received provided the Employee furnishes the Board with a Certificate of Service signed by the Clerk of the Court showing the amount of jury fee received during the normal work week.

ARTICLE XXII - CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

22.01 Employees are encouraged to become personal members of library and related professional associations. The Board will subsidize this membership at a rate of \$65.00 per staff member per year for membership in an appropriate professional organization as approved by the Chief Executive Officer.

22.02 The Board, subject to budgetary constraints, will give Employees the opportunity to participate in conferences, seminars and workshops in accordance with the Board's past practice.

22.03 If the Board requires, as a condition of continued employment, either participation in any such conference, seminar or workshop, or membership in any library or related professional association, the Employee will be reimbursed for expenses and lost regular pay.

ARTICLE XXIII - TEMPORARY RECLASSIFICATION

23.01 The assignment of job classifications to positions held by Employees shall not limit the scope and nature of their duties, except as provided below.

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

- a) If the rate of pay for the job is less than the Employee's regular rate of pay, the Employee shall receive their own higher rate of pay;
- b) If the rate of pay for the job is higher than the Employee's regular rate of pay, the Employee shall receive the minimum rate of the position being filled or one increment

in their category higher than their present rate, whichever is the higher, for that period of time so employed.

23.03 An Employee who, for the convenience of the Employee, is temporarily reclassified to a lower-level classification, shall be paid the applicable job rate while so employed.

23.04 **Definitions**

"Temporary Employee" means a permanent full-time, permanent part-time or casual Employee who is assigned to fill a temporarily vacant position.

"Contract Employee" means an external person who is hired on a non-permanent basis to fill a temporary position.

"Temporarily vacant position" means a permanent position that is vacated as a result of the absence of a permanent Employee for up to a two (2) year period. The temporary position may be extended with the mutual consent of the Employer and the Union. When a temporarily vacant position continues to exist beyond the two (2) year period, or the end of an extension, the position shall be declared vacant and shall be posted in accordance with this Agreement. during the time that a temporary Employee occupies a temporary position, they shall accumulate sick leave and vacation in accordance with the Collective Agreement that applies to the temporary position. When the Employee returns to their normal position and bargaining unit, any unused sick leave and/or vacation shall be recalculated and credited in accordance with the applicable Collective Agreement on a pro-rata basis (1 day = 7 paid hours), except that casual Employees shall not be entitled to sick leave while in a casual position.

ARTICLE XXIV - CHANGES IN CLASSIFICATION

24.01 When a new classification which is covered by the terms of this Collective Agreement is established by the Board or the Board significantly alters the duties of an existing classification, the Board shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, they shall have the right to request a meeting with the Board to endeavour to negotiate a mutually satisfactory rate and at such meeting, the Board shall provide the Union with an outline of the job content of the new or altered classification. Such request will be made within ten (10) days after the receipt of notice from the Board of such new classification and rate. If the parties are unable to agree on the appropriate rate, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting.

24.02 **Full-Time to Part-Time**

A full-time Employee moving to a permanent part-time position, and who successfully completes the trial period, shall have the number of years of seniority x 1820 PLUS the nearest complete month prorated to hours, to determine the total number of hours of seniority. The full-time Employee shall be placed on trial for a period of eighty (80) days worked in their new part-time position. Conditional on satisfactory service, such trial shall be confirmed permanent after the period of eighty (80) days worked. In the event the Employee proves unsatisfactory in the part-time position during the aforementioned trial period, they

shall be returned to their former position without loss of seniority and at their former salary rate.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former salary rate. The Employee shall not be allowed to take vacation during the trial period of said part-time employment. Thereafter, their part-time vacation entitlement shall be in accordance with their part-time seniority date.

24.03 **Part-Time to Full-Time**

Starting from the date of continuous service, all casual hours paid, and all paid permanent part-time hours would be added together, divided by 1820 to convert to the year and nearest month to determine place on full-time seniority list. The permanent part-time Employee shall be placed on trial for a period of eighty (80) days worked in their new full-time position. Conditional on satisfactory service, such trial shall be confirmed permanent after the period of eighty (80) days worked.

In the event the Employee proves unsatisfactory in the full-time position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and at their former salary rate. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former salary rate.

The Employee shall not be allowed to take vacation during the trial period of said full-time employment. Thereafter, their full-time vacation entitlement shall be in accordance with their full-time seniority date.

24.04 **Casual to Full-Time**

Starting from the date of continuous service all casual hours paid would be divided by 1820 to convert to the year and nearest month to determine place on the full-time seniority list. The casual Employee shall be placed on trial for a period of eighty (80) days worked in their new full-time position. Conditional on satisfactory service, such trial shall be confirmed permanent after the period of eighty (80) days worked.

In the event the Employee proves unsatisfactory in the full-time position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and at their former salary rate. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former salary rate.

The Employee shall not be allowed to take vacation during the trial period of said full-time employment. Thereafter, their full-time vacation entitlement shall be in accordance with their full-time seniority date.

24.05 Conditions of Full-Time to Casual

A full-time Employee moving to a permanent casual position, and who successfully completes the trial period, shall have the number of years of seniority x 988 hours plus the nearest complete month prorated to hours to determine the total number of hours of seniority. The full-time Employee shall be placed on trial for a period of 304 hours worked in their new casual position. Conditional on satisfactory service, such trial shall be confirmed permanent after the period of 304 hours worked. In the event the Employee proves unsatisfactory in the casual position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and at their former salary rate.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former salary rate. Accumulated vacation credits to date of reclassification will be retained and carried forward, however the Employee shall not be allowed to take vacation during the trial period of said casual employment. Thereafter, their casual vacation entitlement shall be in accordance with their casual seniority date.

ARTICLE XXV - HEALTH AND SAFETY

25.01 It is the responsibility of the Board, its Employees and the Union to maintain a safe and healthy work environment and, to this end, all agree to comply with the *Occupational Health and Safety Act*.

25.02 The Board and the Union agree to meet, as necessary, to discuss health and safety concerns.

25.03 The Board agrees to provide clothing and allowances on the following basis to Facility Maintenance & Repair Operators:

- One (1) pair of safety boots or shoes (C.S.A. approved as agreed to by the parties) every two (2) years to a maximum of \$250.00 plus taxes upon submission of receipt.

The Board will supply appropriate PPE for Employees to complete their duties including, but not limited to, masks and gloves.

ARTICLE XXVI - TECHNOLOGICAL CHANGE

26.01 Notice

In the event of technological change with an impact to the Employees, the Board shall provide the Union with thirty (30) days written notice of any intended technological change, which effect the right of Employees, conditions of employment, wage rates, or workloads.

If and when the Employer should alter the work methods now in effect, the Board will guarantee that seventy-five (75%) of Permanent Employees will be provided permanent employment.

Training

Any job training required by reason of a technological change shall be without loss of pay and must be approved by the Employer. The Employer shall pay all costs associated with any training provided.

ARTICLE XXVII - TRAVEL ALLOWANCE

27.01 Employees who travel for Employer related business shall be paid mileage for all kilometers travelled at the current Canada Revenue Agency Rate or if less, the actual travel cost incurred.

The Employer shall reimburse the Employee upon submission of receipts for any parking fees incurred.

ARTICLE XXVIII - RATE OF PAY

28.01 Employees shall receive the applicable hourly rate as provided in Schedule "A" for the experience and the grade level to which they are assigned by the Board.

ARTICLE XXIX - BENEFITS

29.01 Benefits established for eligible Employees covered by this Agreement, prior to ratification of this Agreement by the Board and the Union, shall form part of this Agreement on identical terms, conditions and shared cost bases. For greater clarity, those benefits are set out in the attached Schedule 'B'.

29.02 The Board will retain the entire premium reduction granted by the Employment Insurance Commission, because of the Board's sick leave plan, to be applied against the Board's cost of benefits.

ARTICLE XXX - BULLETIN BOARDS

30.01 The Board will provide a bulletin board in each library building in an area designated by the Board for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union.

ARTICLE XXXI - NOTIFICATION

31.01 The Board agrees to notify all Employees of their unused vacation and sick leave three (3) months prior to an Employee's continuous service date.

ARTICLE XXXII - UNION BUSINESS LEAVE**32.01 Union Business Leave**

a) The Board agrees to grant leave of absence without pay and without loss of seniority for Union business and to Employees selected by the Union to attend conventions,

conferences, Union meetings, in order to prepare for meetings with the Employer, or Union schools. Requests for such leave of absence shall be made in writing to the Chief Executive Officer for approval at least two (2) weeks in advance of such leave.

- b) Such leave of absence shall not exceed one-hundred seventy-five hours for any individual Employee per calendar year and a cumulative total of five-hundred sixty (560) hours in any calendar year. It is understood and agreed that the Union may utilize Union business days for the purpose of collective bargaining preparation so long as total individual and total bargaining unit days as herein allocated are not exceeded.
- c) The above caps do not apply to Employees who are elected or appointed to Union positions in accordance with Articles 5.06 or 5.07.

32.02 The Board will continue the Employee's pay and benefits for the period of such leave and will bill the Local Union for such pay within thirty (30) days. The Local Union will pay such billing within thirty (30) days of receipt of same.

32.03 The Board will consider substitutions in the event that the Employee granted leave is unable to utilize said leave. It is further understood that no more than two (2) Employees from any one department or classification shall be absent at the same time. The Board may deny the request for leave of absence for one (1) person where two (2) apply from the same department or classification.

ARTICLE XXXIII - CITY OF VAUGHAN FITNESS CENTRE MEMBERSHIP

33.01 For Employees who have completed the probation period, the Vaughan Public Library Board agrees to pay seventy-five percent (75%) of the adult rate (Vaughan resident category) for Fitness Centre membership. The balance of the cost shall be paid by the Employee either in a lump sum at the start of each month (preauthorized deduction, including administrative charges) or by payroll deduction. If an Employee does not have a pay cheque from which the deduction can be taken, the fitness membership will be cancelled unless the Employee has made other arrangements to pay the bi-weekly amount to be deducted.

ARTICLE XXXIV - WORKPLACE SAFETY AND INSURANCE BOARD

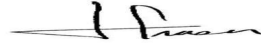
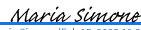
34.01 An Employee who is unable to work as a result of an illness or injury covered under the *Workplace Safety and Insurance Act* shall be entitled to use sick time credits for the purpose of topping up the difference between the WSIB payment and their regular net pay.

An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of claim for WSIB benefits may access their sick credits during the waiting period.

ARTICLE XXXV - TERM OF AGREEMENT

35.01 This Agreement shall be in effect from April 1, 2024 until March 31, 2028 and shall continue thereafter for periods of one year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

FOR THE VAUGHAN PUBLIC LIBRARY BOARD:

M. Singleton (Feb 14, 2025 12:06 EST)**Margie Singleton**Christine Fiorini (Feb 18, 2025 09:33 EST)**Christine Fiorini****Lisa LaBelle**Aleksandra Dowiat Vine (Feb 18, 2025 13:00 EST)**Aleksandra Dowiat**FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 905:**Jason Fraser**Vanda Salvatore (Feb 14, 2025 12:00 EST)**Vanda Salvatore**Jeff Dodge (Feb 7, 2025 14:01 EST)**Jeff Dodge**Maria Simone (Feb 15, 2025 19:33 EST)**Maria Simone**Marianne Rego (Feb 14, 2025 11:47 EST)**Marianne Rego**Josie Ippolito (Feb 14, 2025 11:53 EST)**Josie Ippolito**Connie Saullo (Feb 14, 2025 13:57 EST)**Connie Saullo**

SCHEDULE 'A'- RATE OF PAY

JOB CLASSIFICATIONS	
Grade	Job Title
7	Librarian II, Health Literacies Specialist
6	Librarian I, Electronic Services Specialist, Digital Creation Specialist, French Language Specialist, Culinary Literacies Specialist, Circulation Coordinator,
5	Information Assistant II, Collections Coordinator, Marketing & Corporate Events Assistant, Communications Assistant
4	Acquisitions Supervisor, Acquisitions Technician Cataloguing Technician, Finance Assistant, Graphic Designer, Marketing & Communications Assistant, Finance & Community Spaces Assistant, Digital Marketer, Circulation Supervisor, Information Assistant I
3	Facility & Maintenance Repair Operator
2	---
1	---

Effective April 1, 2024 (3.0%)			
Grade	Start	Year 2	Year 3
7	45.18	47.56	49.96
6	41.07	43.23	45.39
5	34.53	36.35	38.18
4	31.53	33.15	34.70
3	28.83	30.27	31.68
2	26.36	27.68	28.94
1	23.71	24.91	26.45

Effective April 1, 2025 (3.0%)			
Grade	Start	Year 2	Year 3
7	46.54	48.99	51.46
6	42.30	44.53	46.75
5	35.57	37.44	39.33
4	32.48	34.14	35.74
3	29.69	31.18	32.63
2	27.15	28.51	29.81
1	24.42	25.66	27.24

Effective April 1, 2026 (3.25%)			
Grade	Start	Year 2	Year 3
7	48.05	50.58	53.13
6	43.67	45.98	48.27
5	36.73	38.66	40.61
4	33.54	35.25	36.90
3	30.65	32.19	33.69
2	28.03	29.44	30.78
1	25.21	26.49	28.13

Effective April 1, 2027 (3.0%)			
Grade	Start	Year 2	Year 3
7	49.49	52.10	54.72
6	44.98	47.36	49.72
5	37.83	39.82	41.83
4	34.55	36.31	38.01
3	31.57	33.16	34.70
2	28.87	30.32	31.70
1	25.97	27.28	28.97

SCHEDULE 'B' - BENEFITS
Changes Effective Date of Ratification

Further to Article XXIX in the Collective Agreement, with respect to Benefits, it is understood and agreed the benefits are as set out below, to become effective three (3) months after hire. All drug care benefits are administered under a managed health care formulary program (generic substitution, therapeutic cross-selection for prescribed drugs, no over-the-counter coverage, no fertility drugs, no smoking cessation coverage).

Life Insurance: Salary x 1-1/2 to a maximum of \$250,000
A.D. & D.: Salary x 1-1/2 to a maximum of \$250,000
L.T.D.: Salary x 0.75 to a maximum of \$3,000/month; Elimination period 119 days

Healthguard (see Letter of Understanding "A")

- 100% per prescription coverage (\$1.50 deductible on prescription), excluding over the counter drugs. Generic drugs only, unless the physician prescribes otherwise, and in accordance with the insurance provider's enhanced generic drug substitution requirement as described on the date of ratification.
- Major Medical Annual Deductible of \$50.00/family; \$25.00/single
- Out of Province/Country extra coverage
- Private duty nursing
- \$1,500 maximum per year coverage for combined massage, chiropractic, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, acupuncturist and paramedical therapies
- \$2000 maximum per year coverage for combined psychologist, social worker, psychoanalyst, and **psychotherapist**
- Extra paramedic expenses
- Diabetic supplies
- Medical appliances
- Orthotic Devices to a maximum of \$300 per year
- Basic Dental - 2-year lag ODA Scale for each year of the Collective Agreement with \$25/single; \$50/family deductible
- Coverage for major restorations to maximum of \$2,250.00 per year - reimbursement of 50% of eligible charges
- 50% coverage for orthodontic expenses to a maximum of \$3,250 per person
- Vision Care - \$600 each 24 months toward prescription glasses, corrective lenses and/or eye examinations.
- Semi-private hospital room coverage

A detailed Canada Life Insurance information benefits booklet will be distributed to each Employee.

RETIREE BENEFITS:

Retiree benefits for future retirees with a minimum of five (5) years continuous service with the Vaughan Public Library Board, who retire under the OMERS Plan, will be covered for:

- Life Insurance at \$10,000
- Vision Care at \$500 per 24-month period
- Basic Dental – 10-year lag ODA Scale for each year of the Collective Agreement with \$25/single; \$50/family deductible

Employees hired after January 1, 2014 will not be eligible for retiree benefits.

ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (OMERS)

Membership in the OMERS plan is compulsory for all full-time Employees and contributions begin as of date of hire. The Board contributes an equal amount to the plan on behalf of each Employee at the current rates outlined by the plan.

For Union Employees working less than 35 hours per week there is an option to join OMERS, subject to OMERS enrollment requirements.

LETTER OF UNDERSTANDING “A”

ENHANCED GENERIC DRUG SUBSTITUTION REQUIREMENTS

The parties agree that the enhanced generic drug substitution requirements will be in place until the 31st of March 2020 unless renewed by both parties. In addition, within 30 days of ratification, the Employer shall schedule a meeting with the Canada Life representative and the Union Executive to provide further details on the enhanced generic drug substitution requirements. The Employer also agrees to provide all Employees with information packages on the enhanced generic drug substitution requirements within 45 days of ratification.

Healthguard:

100% per prescription coverage (\$1.50 deductible on prescription), excluding over the counter drugs. Generic drugs only, unless the physician prescribes otherwise, and in accordance with the insurance provider’s enhanced generic drug substitution requirement as described on the date of ratification.

LETTER OF UNDERSTANDING “B”

SCHEDULING GUIDELINES AND PRACTICES

It is agreed that scheduling is based on the operational needs of the branch.

The following are the principles and guidelines agreed to by the Employer and the Union in making shift assignments:

1. Classification of Employees

The VPL Board classifies Employees as follows:

- **Full-time Employees:** Employees who work 35 hours per week on a permanent basis.
- **Part-time Employees:** Employees who work 20 to 24 hours per week on a permanent basis
- **Casual Employees:** Employees who work up to 19 hours per week, as needed, to meet the operational needs of the branch

2. Scheduling Priorities

When scheduling evening and weekend shifts, the following priority order guidelines will apply:

- Casual Employees are hired to provide flexibility in meeting operational needs.
- Evening and Weekend Shifts shall be scheduled on an equitable basis within the

classification based on the schedule criteria as outlined below.

3. Full-Time Employee Scheduling Conditions

- Availability: Full-time Employees are required to maintain an availability of 15 out of 18 shifts inclusive of two (2) evenings, Saturdays and Sundays. Full-time Employees will be scheduled to work evening or weekend shifts per their agreed to availability.

Full Time Employees shall have the right to adjust their availability three times per year: by August 1st for Sept-December; by December 1st for Jan-June; and by June 1st for July and August.

Employees that need to change availability due to exceptional circumstances shall be considered on an individual basis and such requests shall not be unreasonably denied.

- Limit on Evening and Weekend Shifts: Full-time Employees will not be required to work more than:
 - Two evening shifts per week;
 - Three weekend shifts over a 4-week period
 - For clarity, the above noted requirements are maximums and are not to be construed as minimum requirements.
 - Employees shall have the option to request the configuration of the three (3) weekend shift requirements. Such requests shall not be unreasonably denied based on operational needs. Should there be a conflict between two (2) or more Employees' seniority shall govern.
- Maximum Number of Shifts: Full-time Employees will not be scheduled for more than five shifts within a seven-day period (Monday through Sunday), unless otherwise agreed upon by the employee and management.

4. Part-Time and Casual Employee Scheduling Conditions

- Availability: Part-Time Employees are required to maintain an availability of 14 out of 18 shifts inclusive of two (2) evenings, Saturdays and Sundays.
- Casual staff hired to work up to 19 hours per week are required to maintain an availability of 12 out of 18 inclusive of two (2) evenings, Saturdays and Sundays.
- Part-time Employees will be scheduled to work evening or weekend shifts per their agreed to availability.
- When a shift becomes available with less than forty-eight (48) hours' notice, the Employer shall offer the shift via telephone call or text at the number provided by the Employee, based on submitted availability. The Employee shall have the right to decline the shift which will not negatively affect the Employee.
- Part-time and Casual Employees shall have the right to adjust their availability three times per year: by August 1st for Sept-December; by December 1st for Jan-June; and by June 1st for July and August.

Employees that need to change availability due to exceptional circumstances shall be considered on an individual basis and such requests shall not be unreasonably denied.

- Limit on Evening and Weekend Shifts: Part-time Employees will not be required to work more than:
 - Two evening shifts per week.
 - For clarity, the above noted requirements are maximums and are not to be construed as minimum requirements.

5. Shift Lengths and General Provisions

- Minimum Shift Length: All shifts scheduled for part-time, Employees will have a minimum length of four (4) hours. The Employer shall make best efforts to schedule casual Employees' shifts to a minimum of four (4) hours meeting operational needs of the branch.
- Maximum Shift Length: Shifts will not exceed eight (8) hours.

6. This Letter of Understanding shall expire at the same time as the collective agreement.

7. There shall be a joint committee with equal management and union representation to review the above on an annual basis or as requested by either party. Any changes shall be made by mutual agreement between the parties.

LETTER OF AGREEMENT

JOINT JOB EVALUATION COMMITTEE



JOINT JOB EVALUATION COMMITTEE

TERMS OF REFERENCE

between

THE VAUGHAN PUBLIC LIBRARY BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905**

Revised June 2, 2011

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ARTICLE 1 - DEFINITIONS

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

Benchmark Jobs	"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.
Collective Agreement	The Collective Agreement currently in effect between the Employer and CUPE Local 905.
Duty	Is made up of a number of tasks.
Categories	The four major categories used to measure jobs are skill, effort, responsibility and working conditions.
Factor Degree	The actual measurement levels within each factor.
Factors	Components of the four major categories.
Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Incumbent	An Employee who has been appointed to a job.
Job	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.
Job Description	The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	The Plan contains the guidelines and degree levels for each factor used for evaluating a job.
Out-of-Schedule Rate	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.
Pay Grade	A designated salary range within the salary schedule.
Points	A numerical expression assigned to each degree within each factor.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A list of job titles, point bandings, and pay grades.
Total Points	The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Plan.

ARTICLE 2 - THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- 2.1 The J.J.E.C. shall have equal representation and participation from the parties, consisting of two (2) representatives from the Employer and two (2) representatives from the Local Union.
- 2.2 The Budget Analyst shall be the resource person to the Committee and, as the non-voting member of the Committee, shall chair all meetings.
- 2.2.1 The training of Committee members and alternates shall be provided jointly.
- 2.3 Each party may appoint two (2) alternate representatives to serve as replacements for absent representatives or to assist the Committee in its work from time to time. The names of alternate representatives shall be submitted to the Chief Executive Officer of Vaughan Public Libraries and the Unit Chair of CUPE Local 905 respectively for distribution to all members of the Committee.
- 2.4 The Employer will appoint the Chair to act as the Secretary to the J.J.E.C. The Secretary will be responsible to take minutes of each meeting and to circulate to all members of the Committee a copy of the minutes of the previous meeting and of the agenda for the next meeting, at least forty-eight (48) hours before the meeting.
- 2.5 CUPE Local 905 Committee members and any alternates appointed by CUPE Local 905 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.
- 2.6 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a consensus of the full Committee and shall be final and binding on the parties. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 2.7 The Committee shall meet three (3) times a year, in March, June and October. Such meetings to be cancelled if no evaluations to be done at that time. Each member shall receive notice and agenda of the meeting at least forty-eight (48) hours before the meeting.
- 2.8 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.
- 2.9 Committee members and alternates may NOT be present at discussions or participate in any way in the evaluation of their position or that of members of their immediate family.

ARTICLE 3 - MANDATE OF THE J.J.E.C.

- 3.1 The J.J.E.C. shall implement and maintain the Vaughan Public Libraries Gender Neutral Job Evaluation Program by:
- a) Evaluating changed or new jobs using the Job Evaluation Plan.
 - b) Maintaining the integrity of the program.
 - c) Recommending changes to the Job Evaluation Plan, its procedures or methods, as may be deemed necessary from time to time, to the parties.
 - d) Maintaining strict confidentiality of all Committee decisions and proceedings at all times.

ARTICLE 4 - JOB ANALYSIS PROCEDURES AND RATING FOR NEW AND/OR CHANGED JOBS

- 4.1 The following general procedure shall be used to rate new or changed jobs:

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. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

Step 2

The job shall be rated, by unanimous decision, based on the 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. To minimize errors of personal judgment, each of these factors is sub-divided into factors which provide a standard against which each job is rated to determine its relative worth.

Step 3

When the Committee has completed the rating of each job, the Chief Executive Officer of Vaughan Public Libraries shall assign the grade based on the point weightings currently in use for the Plan. The Chief Executive Officer shall arrange compensation adjustment, if any, and shall inform the Unit Chair of the Union, the Payroll Department and the Supervisor of the results.

- 4.2 Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
 - b) provide the basis upon which wage rate relationships between jobs are established;
 - c) measure changes in job content;
 - d) assign jobs into their proper pay grade in the salary schedule.

- 4.3 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 factor by comparing the specific requirements of the job to the factor 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 factor degrees (i.e., mid-points) is permitted.

ARTICLE 5 - MAINTAINING THE JOB EVALUATION PROGRAM

- 5.1 It is important to maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program.
- 5.2 Whenever there is a substantial change in the duties or responsibilities of a job, or 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 Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix A);
 - b) Upon receipt of a complete Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire, the interviewing of incumbents and/or supervisors and/or visits to the job site;
 - c) Where there is a substantial change in the duties or responsibilities of a job, the Committee shall meet to rate each affected factor of the job. The rating of the job shall determine the pay grade for the job;
 - d) All adjustments shall be implemented ninety (90) days after evaluation and following notification of the Board and Union Executive. In the event of a downward adjustment, fifty percent (50%) of the adjustment shall be implemented as above. The remaining fifty percent (50%) of the adjustment shall be implemented at the rate of ten percent (10%) of the adjustment per month over the following five (5) months;

Notwithstanding the above, in the event that a salary adjustment resulting from such evaluation applies to five (5) or more Employees, the implementation schedule shall be discussed and mutually agreed to by the parties.

- e) All compensation and/or pay grade adjustments shall be subject to the requirements and restrictions of the *Ontario Pay Equity Act* and subsequent related legislation.
- f) In any case, the job may not be considered for re-rating if less than twelve (12) months have elapsed since it was last rated.

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

- a) The Employer shall prepare a draft job description and establish a temporary pay grade for the job based on the draft job description;
- 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, along with an updated job description, to the J.J.E.C. The Committee shall rate the job according to the procedure set out in Article 5. The pay grade shall be paid to each incumbent effective the date of their appointment to the job.

ARTICLE 6 - APPLYING THE RATIO TO THE SALARY RANGES

- 6.1 The total point allocation shall be used to determine the salary range for the positions.
- 6.2 There shall be an Audit Committee of two (2) persons, one (1) Union and one (1) Management, who are not members or alternates of the J.J.E.C., who shall meet periodically, at least once per calendar year with the Chair of the J.J.E.C. to check the point/grade assignments of all jobs based on the Job Evaluation Plan weightings to ensure accuracy. The Audit Committee members must strictly maintain the confidentiality of the Job Evaluation Plan weightings chart.

ARTICLE 7 - CONCLUSION AND IMPLEMENTATION

- 7.1 These Terms of Reference, including all appendices and the Gender Neutral Job Evaluation Plan, shall be deemed to be included in the Collective Agreement, effective the date of signing of these Terms of Reference.
- 7.2 All unanimous ratings reached by the J.J.E.C., or ordered by an Arbitrator under Article 6, shall be final and binding on all parties, subject to future re-evaluation as provided for herein.

APPENDIX A
JOB EVALUATION RECONSIDERATION FORM

EMPLOYEE:	
JOB TITLE:	
JOB CLASSIFICATION:	
LOCATION:	
MANAGER:	
REASON FOR REQUEST	INSTRUCTIONS
<input type="checkbox"/> Six month review of new job	Attach completed Job Content Questionnaire and Job Description
<input type="checkbox"/> Change in job duties and/or responsibilities	Attached completed Job Content Questionnaire and Job Description
EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:	
Requested by:	<input type="checkbox"/> Incumbent(s) <input type="checkbox"/> Manager <input type="checkbox"/> Union <input type="checkbox"/> Employer
Signature:	Date:

NOTE: Please send original to the Chair of the Joint Job Evaluation Committee for distribution to the Committee

APPENDIX B
JOB EVALUATION REVIEW DECISION FORM

Employee: _____ Supervisor: _____

Job Title: _____

Location: _____

Date received by Job Evaluation Committee: _____

Reconsideration Request submitted by: _____

DECISION: (A thorough review was done by the Job Evaluation Committee and the following Decision(s) was(were) reached):

REASONS:

Joint Committee Chair Signature: _____

Date: _____

: dak/COPE491