

COLLECTIVE AGREEMENT

BETWEEN

MILTON PUBLIC LIBRARY BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4366

FULL-TIME AND PART-TIME CONTRACT

April 1, 2023 - March 31, 2026



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COLLECTIVE AGREEMENT

BETWEEN:

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

AND

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

ARTICLE 1 - PURPOSE

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

- i) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- ii) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- iii) To encourage efficiency in operations;
- iv) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union; and

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION AND SCOPE

3.01 Bargaining Units

The Union is the sole collective bargaining agent for all Employees of the Milton Public Library Board (including all Branches) in the Town of Milton save and except Managers, persons above the rank of Manager, the Chief Diversity Officer, Human Resources Officer Payroll and Finance Assistant, and IT Officer.

3.02 Definition of Temporary Worker

- a) A Temporary Worker in this Agreement is defined as a person employed for the purpose of performing a temporary assignment of not more than six (6) month's duration except in the case of Pregnancy/Parental Leave in excess of six (6) months, a Temporary Worker may be employed for the duration of the leave. A Temporary Worker shall not in any way displace regular Employees.
- b) Vacations for a Temporary Worker shall be in accordance with the Employment Standard Act and such Worker shall not be entitled to Benefits under Article 16. A Temporary Worker shall not have the right to grieve their discharge. A Temporary Worker shall not accumulate seniority except that a Temporary Worker who is subsequently appointed as a probationary Employee shall have their seniority dated back to the commencement of their last temporary assignment provided there has not been an intervening employment break with the Employer of more than one (1) month between completing the temporary assignment and the probationary appointment. Except for the foregoing, a Temporary Worker shall be entitled to all rights and privileges of this Agreement.
- c) An Employee who accepts an assignment as a Temporary Worker shall have their bargaining rights continue during the temporary assignment.

3.03 No Other Agreements

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

3.04 Management Doing Bargaining Unit Work

Employees excluded from the bargaining unit shall not take on work normally performed by Employees within the bargaining unit for the purpose of causing the layoff or discharge of such Employees.

3.05 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be assigned, in whole or in part, to any other person, or non-unit employee for the purpose of causing the layoff or discharge of Bargaining Unit employees.

ARTICLE 4 - RESPONSIBILITIES OF THE PARTIES

4.01 No Discrimination

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

4.02 No Strikes - No Lockouts

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

4.03 Union Responsibility

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

4.04 Board Meetings

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

4.05 Representation

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

4.06 Union Officers and Committee Members

The employer agrees to recognize:

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

ARTICLE 5 - UNION SECURITY

5.01 Relationship

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

5.02 Deduction of Dues

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

5.03 Cheque and List to Union

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

5.04 Employer Indemnity

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

5.05 Dues Receipts

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

5.06 Inform New Employees

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

5.07 New Employee Data

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

5.08 Orientation

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

5.09 Current Names and Addresses

The Employer agrees to provide the Union Executive electronically with the names and addresses of all bargaining unit Employees twice per year in June and December. Each Employee shall be responsible for advising the Employer of any change in address.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Union Grievance Committee

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

6.02 Definition of Grievance

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

6.03 Time Limits

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

6.04 Complaint Stage

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

6.05 Grievance Initiation

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

Step 1

The Grievance shall be submitted to the assigned Director or designate. A meeting will be held between the assigned Director or designate and the Employee within five (5) working days of receipt of the Grievance by the assigned Director or designate. A Representative designated by the Union will accompany the Employee. The assigned Director or designate shall reply in writing within five (5) working days after the meeting.

Step 2

Failing settlement being reached in Step 1, the Union Grievance Committee, within five (5) working days of the reply from the assigned Director or designate in Step 1 above, but not thereafter, shall present the grievance to the Chief Librarian at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The meeting shall be held within ten (10) working days after the request from the Union for such meeting. The Chief Librarian or designate shall reply in writing within five (5) working days.

Either party may within fifteen (15) working days of receipt of the reply in Step 2 but not thereafter, refer the grievance to arbitration.

6.06 Policy Grievance

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

6.07 Group Grievance

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

6.08 Replies in Writing

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

6.09 Facilities for Grievances

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

6.10 Mutually Agreed Changes

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

6.11 Disciplinary Action

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

ARTICLE 7 - ARBITRATION

7.01 How Board Constituted

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

7.02 Costs of the Board

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

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

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

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

7.03 Limitations upon Board

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

7.04 Sole Arbitrator

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

7.05 Mediation

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

Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session.

Any concessions, discussions or offers to settle to the grievance, which occur during the mediation process, will be without prejudice or precedent by either party at arbitration should the matter not be resolved.

The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties.

The Employer and the Union shall each pay one-half the fees and expenses of the mediator.

ARTICLE 8 - HOURS OF WORK

8.01 Maintenance

Normal hours of work are forty (40) hours per week worked Monday - Saturday between 7:30 a.m. and 11:30 p.m. In any event normal hours of work shall not exceed nine (9) hours per day.

Employees Other Than Maintenance

a. Full-Time Employees:

Normal hours of work are seventy (70) hours worked in a two (2) week period, including no more than three (3) evening shifts in a two (2) week period and no more than two (2) Saturdays in a four (4) week period and no more than one (1) Sunday in a four (4) week period unless mutually agreed by the Parties. Normal daily hours shall not exceed seven (7) hours. There will be no split shifts unless mutually agreed by the Parties.

When employees are scheduled to work on a Sunday, they shall be

scheduled to work on the Saturday as well.

There will be no split shifts unless mutually agreed by the Manager or designate, and the Employee.

For clarity, a split shift means when an employee is not scheduled to work consecutive hours in a day, but instead is scheduled to work their hours at two or more intervals with longer than a scheduled meal break in between those intervals. (For example 9:15 – 12:15 and 5:15 – 9:15pm)

b. Part-Time Employees

The hours of work for such Employees shall not normally exceed twenty-four (24) hours per week as assigned by the Employer. The schedule shall include not more than three (3) weekends in a four (4) week period unless mutually agreed between the Supervisor and the Employee.

Part-time Employees may work in excess of twenty-four (24) hours per week when relieving for illness, bereavement leave, vacation or Union leave or other reasons as agreed between the parties.

Unless mutually agreed between Supervisor and Employee, three (3) hours shall be the minimum shift for Part-Time Employees.

c. Student Pages Employees

A student must be attending full-time schooling unless terminated earlier for other reasons, the position will terminate on August 31 of the year in which the successful applicant graduates or ceases from attending school full-time.

To account for a “gap year” the employer will allow for student pages to retain their employment in the immediate year in which they graduate high school if they are not attending full-time education. Their employment will cease as of August 31st of the following year if they are not enrolled in full-time education.

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

Three (3) hours shall be the minimum shift for employees.

Unless mutually agreed between Supervisor and employee, a minimum of three (3) hours shall be the minimum shift for Student Pages Employees. This provision is not applicable to Staff Meetings.

Student Page employees between the ages of fourteen and seventeen (14-17) years old will receive student wages. Individuals in these positions who are eighteen (18) years and older will receive Adult Minimum ESA wage.

Shifts are after school, in the evening and on weekends, during library hours. During scheduled school breaks, as designated by applicable school boards, shifts are scheduled during all library hours.

d. Limitations on Consecutive Workdays

No Employee shall be scheduled to work more than six (6) consecutive days unless mutually agreed by the Parties. For full-time Employees, the Employer shall endeavour to schedule two (2) consecutive days off per week.

8.02 Meaning of Hours of Work

The aforementioned hours of work are stated solely for the purpose of crediting overtime and shall not be construed as a guarantee of any minimum or a restriction of any maximum number of hours to be worked.

8.03 Rest Periods

a.

Work (number of continuous hours)	Breaks 15 minutes (paid)	Meal Periods (Non-paid)
Each 3 hours	1	None
Working between 3-5 hours	1	None
More than 5 hours and less than 6 hours	1	30 minutes, not to exceed 1 hours (60 minutes)
More than 6 hours	2	30 minutes, not to exceed 1 hour (60 minutes)

b. An employee required by the Employer to remain in a building during a meal period shall be paid at the 1.5 time their rate of pay for the duration of the meal period.

8.04 Posting of Schedules

Each Friday the Employer shall post the shift schedule for the following four (4) weeks. If a holiday pursuant to Article 13 is scheduled for a Friday, the shift schedule shall be posted on the Thursday before the holiday.

Schedules shall be made available for all Employees.

Prior to posting the schedule, the employer is able to change/revise the schedule with four (4) weeks notice to employees.

Once a schedule has been posted, no change will be made unless mutually agreed between the Supervisor or designate and the Employee and the union shall be made aware of such adjustments.

In the event of changes to job classifications as a result of a job posting, the Employer will provide the affected employee(s) and the union seven (7) days notice except in the event of staff illness or unforeseen circumstances.

Subject to operational requirements as determined by the Employer, the Employer shall endeavour to ensure that Employees have consistent shifts and consistent days off.

8.05 Inclement Weather

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

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

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

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

ARTICLE 9 - OVERTIME

9.01 Overtime Defined

a. Full Time Employees

Overtime shall mean all time worked before or after the normal work day and the normal work week or bi-weekly period as the case may be, or on a recognized holiday or on a paid vacation day. Except in the case of emergency, the Employer shall give at least forty-eight (48) hours notice of overtime.

b. Part Time and Student Pages Employees

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

9.02 Compensation for Overtime

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

9.03 Rate of Payment

Full-Time Employees

An Employee shall accumulate overtime on the following basis:

- a. Over the normal work day or the normal work week or bi-weekly work period as the case may be pursuant to 8.01 - time and one-half (1-1/2);
- b. On Sunday, when the Employee was not scheduled to work - double (2) time;
- c. On a recognized holiday, when the Employee was scheduled to work - time and one-half (1-1/2) plus another day off with pay at a time mutually agreeable to the Employee and Chief Executive Officer or designate; and
- d. On a recognized holiday, when the Employee was not scheduled to work - double time (2) plus another day off with pay at a time mutually agreeable to the Employee and Chief Executive Officer or designate.

Part-Time Employees

An Employee shall accumulate overtime on the following basis:

- a. Over thirty-five (35) hours weekly or seven (7) hours per day - time and one-half (1-1/2);
- b. On Sunday, when the Employee was not scheduled to work - double (2) time;

- c. On a recognized holiday, when the Employee was scheduled to work - time and one-half (1-1/2) plus another day off with pay at a time mutually agreeable to the Employee and Chief Executive Officer or designate; and
- d. On a recognized holiday, when the Employee was not scheduled to work - double time (2) plus another day off with pay at a time mutually agreeable to the Employee and Chief Executive Officer or designate.

9.04 No Layoff to Compensate for Hours Worked

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

9.05 Call-in Guarantee

An Employee required to work overtime which is not consecutive with normal working hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate, or for all hours worked at the appropriate overtime rate, whichever is the greater. A call-in means the time worked by an Employee when the Employee has been called by an authorized official of the Employer to return to work after regularly scheduled working hours or a non-scheduled working day.

9.06 Shared Overtime

Overtime work will be offered equally to those Employees willing and qualified of performing such work.

9.07 Extra Shifts

Subject to having the required qualification, extra shifts shall be offered as equitably as possible among Employees who are willing and available to work the extra shifts in the following manner:

In the event of an extra shift, an e-mail will be sent out to all staff with the shift type and position. Staff will have 24 hours to respond back to the e-mail if they are willing and available to take the shift. At that time the shift will be awarded to the individual with the highest seniority for the required position, and where no overtime will be accrued.

An extra shift is defined as a shift to cover vacancies and leaves where notice has been given at least 48 hours in advance of the shift. Anything less than 48 hours will be subject to Memorandum of Understanding #1 regarding short-term vacancies of less than 48 hours.

ARTICLE 10 - SENIORITY

10.01 Definition of Seniority

a. Full-Time Employees

As used in this Agreement, "seniority" means length of continuous service with the Employer calculated from the date upon which the Employee last commenced employment with the Employer. Seniority shall accumulate during an absence due to sick leave, due to pregnancy/parental leave, due to vacation, due to the first thirty (30) calendar days of a leave of absence and due to leave for a maximum of one (1) year on Worker's Compensation.

b. Part-Time and Student Pages Employees

Seniority means length of continuous service with the Employer calculated from the date upon which the Employee last commenced employment with the Employer. One year of service will equate to sixteen hundred (1,600) hours worked. Employees shall be credited with seniority for hours they would have normally worked during an absence due to sick leave, pregnancy/paternal leave, vacation, the first thirty (30) calendar days of a leave of absence and leave for a maximum of one (1) year on Worker's Compensation.

10.02 Probationary Period

a. Full-Time Employees

An Employee shall be considered to be on probation and will not have any seniority until they have worked ninety (90) calendar days for the Employer from their last date of hire. Upon satisfactory completion of the probationary period, an Employee will then acquire seniority standing from the date they commenced their current period of employment with the Employer.

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

b. Part-Time Employees

An Employee shall be considered on probation and will not have seniority standing until they have worked two hundred and twenty (220) hours for the Employer from their last date of hire. Upon satisfactory completion of the probationary period, an Employee will be credited with two hundred and twenty (220) hours of seniority.

c. Student Pages

A Student Page shall be considered on probation and will not have seniority standing until they have worked one hundred and fifty (150) hours for the Employer from their last date of hire. Upon satisfactory completion of the probation period, an Employee will be credited with one hundred and fifty (150) hours of seniority.

10.03 Limitations on Probationary Employees

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

10.04 Seniority List

The Employer agrees to supply the Union with a seniority list two times yearly. The up-to-date list will show the Employee's current classification, department, and seniority date. Such list will be sent to the Union executive and posted electronically by email to all staff and a copy to the shared drive by January 15, and July 15 of each year.

10.05 Loss of Seniority

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

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

ARTICLE 11 – LAYOFFS AND RECALLS

11.01 Factors to be Considered in Layoff and Recall

In the event of a layoff, Employees shall be laid off in the reverse order of their

seniority, provided their replacement possesses the qualifications to perform the duties of the position. Employees shall be recalled in order of their seniority provided they have the necessary ability and qualifications to perform the duties of the position.

11.02 Advance Notice of Layoff

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

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

11.03 Notice of Layoff to Union

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

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

11.04 Rights of Employees Receiving Notice of Layoff or Displacement

- (a) An employee who is subject to layoff shall have the right to either:
 - i) Accept the layoff; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being

laid off; and

- if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

- (b) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within three (3) business days of the date of the notice of lay-off issued by the Employer.
- (c) An employee who is displaced as a result of the bumping process described in (a) ii) above, shall have the right to exercise their seniority rights in the same manner.

11.05 Recall Procedure

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

11.06 Employee Recalled to Different Classification

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

11.07 No New Employees

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

11.08 Preference for Temporary Vacancies

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

11.09 Benefits While on Layoff

The employee may, at their own expenses, elect to continue their extended health and dental benefits for up to twelve (12) months provided that the premiums are

paid in advance, or by post-dated cheques, to maintain coverage.

11.10 Grievance on Layoff and Recalls

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

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a new position is created, or when a vacancy occurs, including a temporary assignment of at least thirty (30) days within the bargaining unit, the Employer shall make postings available to all bargaining unit members at all locations/branches on all Employer bulletin boards and through broadcast electronic mail for staff for a minimum of one week.

For short term vacancies of less than thirty (30) days, available hours will be made available in accordance with Article 9.07.

No existing Full-time position will be eliminated because of duties being assigned to one or more Part-time positions through a change to the standard hours of work.

12.02 Information on Postings

Such postings shall contain the following information:

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

Selection Procedure

- a) Selection of the successful candidate for a job posting shall be made within ten (10) calendar days following the closing date. If the Employer finds it necessary to delay selection for more than ten (10) calendar days after date of closing then the Union shall be informed in writing giving reasons for the delay.
- b) Vacancies shall be posted internally and may be posted externally at the same time. The internal posting shall be posted for seven (7) working days, and internal candidates will be considered and notified of the results of their application before external candidates' applications are considered.
- c) In filling vacancies, appointments shall be made on the basis of the following factors:

- a. ability and qualifications to fill the vacancy
- b. seniority (system-wide within bargaining unit) Where the factors in (a) are relatively equal, then seniority shall govern.
- c. Where there is only one applicant for a position within the Bargaining Unit, and the posted job description for the position is the same job that the applicant is doing, it will be deemed a lateral transfer without interview. Notwithstanding, the foregoing shall not apply if the Employee is on probation, or there are current documented performance or disciplinary issues being experienced.

12.04 Notification to Employee and Union

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

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

12.05 No Layoff due to Contracting Out

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

12.06 Disabled Worker Provision

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

12.07 Trial Period upon Promotion and Transfer

An Employee who receives a promotion or transfer through the job posting procedure will be given a sixty (60) calendar day trial period in the new position. During the sixty (60) calendar day trial, the Employer will provide orientation procedures for the work. During this sixty (60) calendar day trial either the Employer or the Employee may decide that the Employee is not suited to the new position, and in such cases the Employee will revert to the position held prior to

the promotion or transfer with no loss of seniority or wage position in that salary range. The sixty (60) calendar day trial period may be extended by one (1) month with the mutual consent of the parties.

ARTICLE 13 - HOLIDAYS

13.01 a. Full-Time Employees

- i) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
July 1 st	A Float Day
First Monday in August	

and any other day (except Remembrance Day) proclaimed as a holiday by the Federal, Provincial or Municipal Government. In addition, Employees will not be scheduled to work after 1:00pm on Christmas Eve (December 24th) and New Years Eve (December 31st), they will continue to receive payment for those hours. Note, these days are not recognized as Paid Holidays.

The Float Day shall be taken at a time mutually agreed between the Employee and their Supervisor provided that it must be taken in each calendar year.

- ii) An employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness or extenuating circumstances. Management may request substantiation for the absence from work.

b. Part-Time and Student Pages Employees

- i) Part-time Employees will receive holiday pay in accordance with the Employment Standards Act or four (4) hours, whichever amount is greater. Part-time and Student page employees will not be scheduled to work after 1:00 pm on Christmas Eve (December 24th) and New Years Eve (December 31st). If an employee was to be normally scheduled to work beyond 1:00 pm on Christmas Eve (December 24th) and New Years Eve (December 31st), they will continue to receive payment for those hours. Note, these days are not recognized as Paid Holidays.

The Float Day shall be taken at a time mutually agreed between the Employee and their Supervisor provided that it must be taken in each calendar year. For part-time and Student Page Employees, one float day equals four (4) hours.

- ii) An employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness or extenuating circumstances. Management may request substantiation for the absence from work.

13.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

13.03 Compensation for Holidays Falling on Scheduled Day Off - Full-Time Employees

When a recognized paid holiday, as listed in Article 13.01, occurs during a scheduled day off, the Manager will work with the employee to provide a day off, with pay, within the pay period the paid holiday occurs.

ARTICLE 14 - VACATIONS

14.01 Vacation Year

The vacation year shall be from January 1 to December 31 of the same calendar year.

14.02 Schedule of Vacation Entitlement

Full-Time Employees

- a. **Level XI and up shall be entitled to the following vacations:**

Years of Service	Vacation
Less than one (1) year of completed service	1.6 working days vacation with pay for each calendar month worked before December 31
More than one (1) year continuous and completed service and thereafter	Twenty (20) working days vacation with pay

More than ten (10) years continuous and completed service and thereafter	Twenty-five (25) working days vacation with pay
More than twenty-five (25) years continuous and completed service and thereafter	Thirty (30) working days vacation with pay

b. Levels IV to X shall be entitled to the following vacations:

Years of Service	Vacation
Less than one (1) year of completed service	One (1) working day vacation with pay for each calendar month worked before December 31 to a maximum of ten (10) working days with pay
More than one (1) year continuous and completed service and thereafter	Ten (10) working days vacation with pay
More than two (2) years continuous and completed service and thereafter	Fifteen (15) working days vacation with pay
More than seven (7) years continuous and completed service and thereafter	Twenty (20) working days vacation with pay
More than fifteen (15) years continuous and completed service and thereafter	Twenty-five (25) working days vacation with pay
More than twenty-five (25) years continuous and completed service and thereafter	Thirty (30) working days vacation with pay

14.03 Vacation Carry-over - Full-Time Employees

An Employee with any vacation time remaining on November 30th, may, with prior approval of the Chief Executive Officer or designate, carry-over not more than fifty (50) percent of their vacation until April 30th of the next vacation year.

14.04 Vacation Pay on Termination - Full-Time Employees

An Employee terminating employment in the vacation year prior to their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

14.05 Termination after Vacation - Full-Time Employees

Notwithstanding the schedule of vacation set out in Article 14.02, an Employee who has had vacation and terminates before the end of the year in which the vacation is taken will have the unearned portion of the vacation deducted from termination pay.

14.06 Compensation for Holidays Falling within Vacation

Full-Time Employees

When a recognized paid holiday, as listed in Article 13.01, falls during their vacation period, only the respective number of working days will be deducted from an employee's vacation balance. For example: If an employee requests one week of vacation, whereby they are scheduled to work five days and one is a recognized paid holiday, only four days of vacation will be deducted.

Part-Time Employees

When a recognized paid holiday, as listed in Article 13.01, falls during the unpaid vacation period for part-time employees an **additional** unpaid day will be provided and added to the end of the vacation period requested.

14.07 Computation of Vacation Pay - Full-Time Employees

An Employee's vacation period and pay shall be based upon such Employee's normal work week and base rate of pay.

14.08 Scheduling of Vacations

For the purpose of scheduling vacations, a week is defined as seven (7) consecutive days, which equals five (5) vacation days. All vacation requests shall include a start and end date.

- a) No change will be made to the agreed upon vacation schedule without the consent of the Employee(s) involved.
- b) For vacation requests submitted for the period January 1st to December 31st, the Employer shall provide each employee with their individual vacation entitlement for the period of January 1st to December 31st by September

15th. Employees shall submit vacation requests to their manager and must specify their vacation preferences for the period of January 1st to December 31st no later than October 1st of the previous year. If there is a conflict between Employees as to their vacation time, then seniority shall govern. Each manager or designate, after consultation with Employees regarding alternate vacation times, shall issue a decision on vacation approval by October 31st. These requests will be reviewed, considering seniority, and a decision provided no later than October 31st. Once the vacation approvals have been finalized, the Employer will post a list of all staff-approved vacations on the Employee bulletin board.

Failure to indicate their vacation preference by October 1st will result in the employee losing their right to participate in the bidding process. Any request submitted after October 1st will be reviewed on a first come first served basis and a response provided within two weeks.

The Employer shall provide a response to each individual employee on their vacation request by October 31st.

If a pre-approved vacation becomes available during the year, it shall be posted for one (1) weeks, if practical, so that staff may bid for it. It will be awarded to the most senior applicant.

No change will be made to the agreed-upon vacation schedule without consent of the Employee(s) involved.

14.09 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period to a maximum of three (3) weeks unless otherwise mutually agreed upon between the Employee and the Chief Executive Officer or designate.

Notwithstanding the foregoing, an Employee shall be entitled to receive their vacation as individual days to a maximum of five (5) days of their entitlement unless otherwise mutually agreed upon between the Employee and the Chief Executive Officer or designate. Such requests shall not unreasonably be denied.

14.10 Vacation in Year of Retirement - Full-Time Employees

An Employee shall receive all vacation entitlement prior to retirement.

14.11 Approved Leave of Absence During Vacation

Where an Employee qualifies for bereavement leave, or is hospitalized during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the

vacation period or reinstated for use at a later date, at the Employee's option.

14.12 Earned Vacation at Death - Full-Time Employees

If an Employee, who has been granted more vacation than they have earned, dies, the Employee is considered to have earned the amount of vacation with pay granted.

14.13 Vacation Pay for Part-Time Employees

Vacation pay will be payable each pay period.

Vacation pay will be based on calendar years of service and in accordance with the following:

a. For Levels XI and up:

- i) less than ten (10) years of continuous service, eight (8) percent;
- ii) more than ten (10) years of continuous completed service, ten (10) percent.

b. For Levels IV - X:

- i) less than two (2) years continuous completed service, four (4) percent;
- ii) more than two (2) years up to nine (9) years continuous completed service, six (6) percent;
- iii) more than nine (9) years continuous completed service, eight (8) percent.
- iv) more than twenty (20) years continuous completed service, ten (10) percent.

14.14 Vacation Entitlement for Part-Time Employees

Vacation entitlement will be based on calendar years of service, and Employees shall take unpaid vacation time in accordance with the following:

a. Levels XI and up shall be entitled to the following vacations:

Years of Service	Vacation
Less than one (1) year of completed service	1.6 working days vacation without pay for each calendar month

	worked before December 31
More than one (1) year continuous and completed service and thereafter	Twenty (20) working days vacation without pay
More than ten (10) years continuous and completed service and thereafter	Twenty-five (25) working days vacation without pay
More than twenty-five (25) years continuous and completed service and thereafter	Thirty (30) working days vacation without pay

b. Levels IV to X shall be entitled to the following vacations:

Years of Service	Vacation
Less than one (1) year of completed service	One (1) working day vacation without pay for each calendar month worked before December 31 to a maximum of ten (10) working days with pay
More than one (1) year continuous and completed service and thereafter	Ten (10) working days vacation without pay
More than two (2) years continuous and completed service and thereafter	Fifteen (15) working days vacation without pay
More than seven (7) years continuous and completed service and thereafter	Twenty (20) working days vacation without pay
More than fifteen (15) years continuous and completed service and thereafter	Twenty-five (25) working days vacation without pay
More than twenty-five (25) years continuous and completed service and thereafter	Thirty (30) working days vacation without pay

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

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

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

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

15.02 Leave for Personal Reasons

An Employee may be granted leave of absence without pay and without loss of

seniority when the Employee requests such leave for good and sufficient reason. Such requests shall be in writing subject to the approval of the Chief Executive Officer or designate. In an emergency, application may be made by telephone or in person. In non-emergency situations, the Chief Executive Officer or designate shall endeavour to give a response no later than five (5) working days from the receipt of such request.

15.03 Negotiation Pay Provisions

A maximum of four representatives of CUPE Local 4366 (including the Local President) shall be granted leave of absence without loss of pay or benefits for attendance at negotiating meetings with the Employer.

15.04 Grievance, Conciliation, Mediation and Arbitration Pay Provisions

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

15.05 Leave to Attend Employment-Related Seminars and Workshops

Time off with pay will be granted by the Employer to Employees, upon application in writing, to attend seminars, workshops, conventions or conferences in connection with their employment. The Employer shall have the sole prerogative to determine which Employees shall be granted leave, what events shall be attended, and the amount of expenses to be granted.

15.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or who is required by subpoena to attend a court of law or coroners inquest. The Employee shall have their normal wages paid by the Employer and shall turn over to the Employer the fees received for such services up to a maximum of the Employees' normal wages for each day.

15.07 Pregnancy/Parental Leave

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

15.08 Leave to Work Full-Time for the Union

An Employee who applies for leave of absence to work full-time for the Canadian Union of Public Employees or its Ontario Division shall be granted leave of absence without pay and with no continued accumulation of seniority or other benefits during such leave. Such leave shall be for a maximum of one (1) year.

15.09 Leave for Union Business

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

15.10 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. No more than three (3) members of the Union at one time. The granting of such leave shall be subject to the prior arrangement, when possible and mutually agreed upon, of at least twenty (20) days with the Employer and to the efficiency of the Employer's operations. The maximum time for such leave shall not exceed a total of twenty (20) days per Agreement year. The request and reply shall be in writing and a response will be received no later than five (5) working days from the receipt of the Request.

15.11 Education Leave

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

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

15.12 Time Off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of the polls in any Federal, Provincial, or Municipal election or referendum.

15.13 Payment of Benefit Premiums During Leave

An Employee is responsible for full payment of the premiums for the welfare benefits set out in Article 16 of this Collective Agreement while on Leave of Absence under Article 15.08, and, if such leave is of a duration in excess of one (1) month pursuant to Article 15.02. The Employer is responsible to continue to pay its share of premiums for the welfare benefits set out in Article 16 of this Collective Agreement for Employees on Leave of Absence under Article 15.07.

15.14 Medical Leave

Employees shall be allowed personal leave without loss of pay for medical professional appointments for themselves or their dependents, not to exceed twenty-four (24) hours per year for full-time Employees and not to exceed nine (9) hours per year for part-time Employees. Upon request of the Employer, Employees may be required to show proof of the above care. The cost for such proof shall be borne by the Employer. Entitlement for part-time Employees is based on calendar year of service. Under exceptional circumstances, as determined by the Chief Executive Officer or designate, an Employee may be granted additional hours. The lack of approval of any additional hours shall not be subject to Grievance and/or Arbitration.

15.15 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner for an absence of three (3) consecutive working days or more. The cost of this certificate shall be borne by the Employer.

15.16 Illness - Immediate Family

A Full-Time Employee may be granted Leave of Absence of up to twenty-one (21) hours per year with pay and a Part-Time Employee may be granted up to fourteen (14) hours per year with pay, due to an illness in their family. Payment shall be subject to the approval of the Chief Executive Officer or designate.

ARTICLE 16 – BENEFITS

16.01 Benefits

a. Full-Time Employees

Subject to the entrance requirements and other terms and conditions of the individual plans, the following coverages are available to a newly hired Employee from the date of employment until such time as the Employee ceases to be actively employed by the Employer and the Employer agrees to pay 100% of the premium costs for:

- i) An Extended Health Care Plan
- ii) Life Insurance, and Accidental Death Dismemberment level of two (2) times the Employee's annual salary
- iii) Wage Replacement Plan

- iv) Long Term Disability Plan based on sixty (60) percent of earnings to a maximum of \$5,000 per month.
 - v) Dental Plan – Basic services and Comprehensive Basic Services Unlimited, 100% coverage (coverage shall be amended to the current ODA schedule as of January 1 annually).
 - vi) A Major Medical Plan
 - vii) A Vision Care Package of Four Hundred (\$400.00) dollars per family member every twenty-four (24) calendar months. The Employer shall provide a maximum of One Hundred (\$100.00) dollars every two (2) years for eye examinations for the plan member and spouse (if enrolled) and dependent children over eighteen (18) years of age.
 - viii) Addition of a Pay Direct Drug Card
 - ix) Expand Psychologist to include: Psychiatrist/Social Worker/Counsellor, or Master of Social work or Psychotherapist.
- b. Part-Time employees who regularly work twenty (20) hours per week, will be eligible to receive the Dental Plan and Extended Health Care Plan with the Employer paying seventy-five (75%) percent of the premium costs.
 - c. Upon request, the Employer shall supply the Union with a copy of any Welfare Benefit Master Plan. New eligible Employees shall receive a benefit booklet at the time of hire or eligibility. Updates provided to all eligible Employees.
 - d. The Employer will inform the Union of any change to the benefit carrier prior to the implementation.
 - e. Subject to continuing eligibility, an Employee retiring on a pension pursuant to OMERS, may continue participation in the Extended Health Care Plan provided that the retiring Employee pays one hundred percent (100%) of the premium costs.
 - f. During a layoff of up to eight (8) weeks, the Employer will continue to pay its share of premium costs for full-time and part-time Employees.
 - g. In the event of the change in any carrier, benefit levels shall not be reduced.
 - h. For Full Time Status Employees hired before July 1, 1996 and retire at the age of 65 the Library will continue to provide extended health coverage excluding vision care and the out of country travel assistance, for the retired

Employee and eligible dependents, provided that such retired Employees shall be part of a separate group for experience rating. A retired Employee has 31 days from date of retirement to convert group life insurance to term insurance. All other benefits are terminated at retirement. A retired Employee is responsible for the insurance premiums for extended health care and life insurance.

Full Time Status Employees hired after July 1, 1996, or Full Time Status Employees who opt for early retirement before age 65, are not eligible for any benefits at retirement date.

Participation in the Ontario Municipal Employees Retirement System shall be in accordance with the provisions of the applicable legislation.

- j. Addition of a Pay Direct Drug Card
- k. Expand Psychologist to include: Psychiatrist/Social Worker/Counsellor, or Master of Social work or Psychotherapist.

16.02 Unemployment Insurance Premium

Any reduction in the Unemployment Insurance Premium as a result of any of the benefit plans provided herein, shall remain the property of the Employer.

16.03 Sick Leave

- a. Full-time Employees with more than three (3) months of continuous and completed service shall be entitled to use a maximum of ten (10) days per calendar year of pay for sickness or non-occupational accident. Unless approved for Short Term Disability Plan pursuant to 16.04, all time off at exhaustion of ten (10) days in any calendar year for sickness or non-occupational accident, will be taken as vacation time, accumulated lieu time or unpaid leave of absence. The Employee will notify the Employer whether the additional time off should be deducted from available vacation time, accumulated lieu time or taken as unpaid leave.
- b. Part-Time Employees with more than three (3) months of continuous and completed service shall be entitled to a maximum of thirty five (35) hours per calendar year of pay for sickness or non-occupational accident. Any unused hours, to a maximum of ten (10) hours, may be carried over to the next calendar year, but the maximum can never exceed forty (40) hours. All time off at exhaustion of sickness or non-occupational accident hours in any calendar year for sickness or non-occupational accident, will be taken as vacation time, accumulated lieu time or unpaid leave of absence. The Employee will notify the Employer whether the additional time off should be deducted from available vacation time or taken as unpaid leave.

- c. Student Page Employees may be granted Leave of Absence of up to twelve (12) hours per year with pay due to illness. Payment shall be subject to the approval of the Chief Executive Officer or designate.

16.04 Short Term Disability Plan

Full-time Employees off work for sickness or non-occupational accident will be paid as follows:

<u>Seniority</u>	<u>100% Pay</u>	<u>66 2/3% Pay</u>
3 months - less than 1 year	1 week	25 weeks
1 year	2 weeks	24 weeks
2 years	3 weeks	23 weeks
3 years	4 weeks	22 weeks
4 years	5 weeks	21 weeks
5 years	7 weeks	19 weeks
6 years	9 weeks	17 weeks
7 years	11 weeks	15 weeks
8 years	13 weeks	13 weeks
9 years	15 weeks	11 weeks
10 years	17 weeks	9 weeks
11 years	20 weeks	6 weeks
12 years	23 weeks	3 weeks
13 years	26 weeks	0 weeks

For sickness, hospitalization or non-occupational accident in a calendar year, the above benefit shall commence on the first day.

ARTICLE 17 - SALARY PLANS

17.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

17.02 Progression Through the Salary Scale

An Employee shall progress from their starting rate to the next step on the salary schedule after the completion of one (1) year of work. Further progression shall occur on the completion of each one (1) year of work.

For part-time Employees, progression shall occur on the completion of each sixteen hundred (1,600) hours worked.

17.03 Rate of Pay on Promotion

An Employee promoted to a higher position shall be placed in an experience grade in the new classification which is at least five percent (5%) higher than their previous rate. In the event of promotion, progression, where applicable, shall occur on the completion of one (1) full continuous year of work from the effective date of promotion for a full-time Employee and sixteen hundred (1600) hours worked for a part-time Employee.

17.04 Salary on Temporary Assignment

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

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 Technological Change - Advance Notice

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

18.02 Technological Change - Training Benefits

When new or greater skills are required than are already possessed by affected Employees under the present methods of operation, such Employee shall, at the expense of the Employer, be given a reasonable period of time to acquire the skills necessitated by the new method of operation. There shall be no reduction in wage and salary rates during the training period of any such Employee.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Validity of Agreement

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

19.02 Singular vs Plural and Feminine vs Masculine

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

requires.

19.03 Copies of Agreement

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

19.04 Allowance for Use of Personal Cars

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

19.05 Personnel Files

- a. No evaluation material on an Employee's conduct, service, character, or personality will be placed in such Employee's file unless such Employee is given an opportunity to read it. An Employee shall have the right to have access to review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Failure to grieve discipline, or to pursue such grievance to arbitration, shall not be considered an admission that such discipline was justified.
- b. Except for normal personnel actions such as job interviews, performance appraisals and disciplinary interviews, access to an Employee's personnel file is limited to the Chief Executive Officer or designate, Human Resources Department and the Employees' manager. For the purpose of these personnel actions, material in or material intended for the Employee's personnel file, is accessible only to the person or persons conducting the interviews and/or appraisals.
- c. Disciplinary Letters. Any letter of reprimand, suspension, or other sanction will be removed from the Employee's personnel file twenty-four (24) months following the receipt of such letter, suspension, or other sanction, provided that the Employees' record has been discipline free for such twenty-four (24) month period.

19.06 Employee who is Injured or Sick

Any Employee who is injured or becomes sick at the workplace shall be paid for the remainder of the shift involved. These hours will not be deducted from 16.01 (b) or 16.03.

19.07 Labour/Management Committee

The Employer will recognize a Labour/Management Committee consisting of not more than three (3) Employees for the purpose of meeting with not more than three (3) representatives of the Employer to maintain communications between the parties to discuss matters of mutual concern. The Committee will meet at either the request of the Union or the Employer. Representatives of the Union will suffer no loss of pay or benefits for attendance at meetings of the Committee. Meetings will be held at least one session per quarter.

19.08 Correspondence

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

19.09 Meal Allowance

Subject to providing a receipt, an Employee is entitled to a maximum meal allowance of \$65 or "me too" clause with the Library policy per day while attending an employment-related conference, seminar or workshop where a meal is not provided and subject to the following:

- Meals are not included in the cost of registration for the conference, seminars, development program, etc.
- The purchase of alcoholic beverages; and
- The purchase of a meal for any other party other than the employee

19.10 Job Evaluation

The Job Evaluation Committee will continue in accordance with the agreed upon Terms of Reference as outlined in Schedule B for the purpose of evaluating new and revised jobs.

ARTICLE 20 - JOB CLASSIFICATION AND JOB RECLASSIFICATION**20.01 Classification**

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

20.02 Job Descriptions

The job descriptions of all current positions shall be maintained electronically on the MPL Everyone Shared drive.

ARTICLE 21 - TERM OF AGREEMENT

21.01 Duration

The Agreement shall be binding and remains in effect from April 1, 2023 to March 31, 2026 and shall continue from year to year thereafter unless either the Employer or the Union gives to the other notice in writing not more than ninety (90) days nor less than thirty (30) days prior to the expiry date of this Agreement of its desire to bargain with a view to renewal, with or without amendment, of this Agreement, or the making of a new Agreement.

21.02 Retroactivity

Increases to the salary schedule shall be retro active to April 1st and the employer will endeavor to provide all retroactivity payments within forty-five (45) days of ratification by both parties.

All retroactivity will be paid to the employees on their regular payroll and itemized as such.

Dated at Milton, Ontario this day 7th of December, 2023

FOR THE UNION

FOR THE EMPLOYER

~~Deborah Le Bret~~ (Dec 6, 2023 16:28 EST)

Deborah Le Bret
President, CUPE Local 4366

Eileen Gallagher
Eileen Gallagher (Dec 5, 2023 17:58 EST)

Eileen Gallagher
Vice-President CUPE Local 4366

anna cansick
anna cansick (Dec 5, 2023 11:19 EST)

Anna Cansick
Bargaining Committee Member

Bonnie Wong
Bonnie Wong (Dec 5, 2023 14:11 EST)

Bonnie Wong
CUPE National Representative

Sarah Douglas-Murray

Sarah Douglas-Murray
Chief Executive Officer

Kanta Kapoor
Kanta Kapoor (Dec 7, 2023 11:28 EST)

Kanta Kapoor
Director, Support Service

Chris Dorscht

Chris Dorscht
Director, Customer Experience

Christina Shuoprasad
Christina Shuoprasad (Dec 5, 2023 14:04 EST)

Christina Shuoprasad
Human Resources Associate

SCHEDULE A
Milton Public Library
2023 Salary Grid

Wages:

Where applicable, in each instance the increases will be applied retroactively to April 1st, each year, as follows:

- 2023 – 2.0%
- 2024 – 2.0% or “me too” with the Town of Milton
- 2025 – 2.0% or “me too” with the Town of Milton

EFFECTIVE APRIL 1, 2023**2.0% OVER 2022**

Band	MPL Positions	Step 1	Step 2	Step 3	Step 4	Step 5
XIII	Network Administrator/ Technical Services Associate	82,750.37	86,847.36	91,146.96	95,649.16	100,669.12
	Branch Librarian / Bookmobile Librarian (added July 2021)	45.47	47.72	50.08	52.55	55.31
XII		69,356.33	72,823.02	76,379.62	79,756.42	83,763.36
		38.11	40.01	41.97	43.82	46.02
XI	Adult Services Librarian	68,433.38	71,855.08	75,276.74	78,698.38	82,480.25
	Youth Services Librarian	37.60	39.48	41.36	43.24	45.32
	Children's Services Librarian					
	E-Services Librarian					
	Emerging Technologies Librarian					
	Community-Led Librarian					
	Collections Librarian, Adult					
	Collections Librarian, Children/Adult					

	Senior Support Services Associate					
X	ILS & Page Supervisor	61,004.77	64,043.74	67,037.72	70,166.73	73,205.70
	Customer Service Associate	33.52	35.19	36.83	38.55	40.22
	Support Services Associate					
	Circulation and Customer Service Associate					
	Children's Services Associate					
	Information Services Associate					
	Technical Services / Network Assistant					
	Technical Services Assistant					
	Technical Services Assistant - Periodicals					
	Marketing and Communications Coordinator					
	Cataloguer					
IX	Accounts Payable Assistant	52,990.85	55,714.68	58,348.48	61,034.22	63,593.53
		29.12	30.61	32.06	33.54	34.94

VIII	Children's Programmer	48,060.94	50,469.62	53,116.15	55,286.96	57,650.63
		26.41	27.73	29.18	30.38	31.68
VII	Marketing and Communications Assistant	43,738.85	45,899.89	48,083.46	50,289.54	52,473.09
		24.03	25.22	26.42	27.63	28.83
VI	Customer Service Assistant	39,776.90		43,738.85		47,745.80
	Support Services Assistant (added October 2021)	21.86		24.03		26.23
	Information Services Assistant					
V	Unused Level	34,351.74		37,795.95		41,217.59
		18.87		20.77		22.65
IV	Adult Page	28,261.14		29,674.20		32,415.82
		15.53		16.30		17.81
SP	Student Page	27,103.44		27,363.34		28,625.69
		14.89		15.03		15.73

2024 Salary Grid

EFFECTIVE APRIL 1, 2024

2.0% OVER 2023

Band	MPL Positions	Step 1	Step 2	Step 3	Step 4	Step 5
XIII	Network Administrator/ Technical Services Associate	84,405.38	88,584.31	92,969.90	97,562.14	102,682.50
	Branch Librarian / Bookmobile Librarian (added July 2021)	46.38	48.67	51.08	53.61	56.42
XII		70,743.46	74,279.48	77,907.21	81,351.55	85,438.63
		38.87	40.81	42.81	44.70	46.94
XI	Adult Services Librarian	69,802.05	73,292.18	76,782.27	80,272.35	84,129.86
	Youth Services Librarian	38.35	40.27	42.19	44.11	46.23
	Children's Services Librarian					
	E-Services Librarian					
	Emerging Technologies Librarian	th				
	Community-Led Librarian					
	Collections Librarian, Adult					
	Collection Librarian, Children/Teen					
	Senior Support Services Associate					
X	ILS & Page Supervisor	62,224.87	65,324.61	68,378.47	71,570.06	74,669.81
	Customer Service Associate	34.19	35.89	37.57	39.32	41.03
	Support Services Associate					

	Circulation and Customer Service Associate					
	Children's Services Associate					
	Information Services Associate					
	Technical Services / Network Assistant					
	Technical Services Assistant					
	Technical Services Assistant - Periodicals					
	Marketing and Communications Coordinator					
	Cataloguer					
IX	Accounts Payable Assistant	54,050.67	56,828.97	59,515.45	62,254.90	64,865.40
		29.70	31.22	32.70	34.21	35.64
VIII	Children's Programmer	49,022.16	51,479.01	54,178.47	56,392.70	58,803.64
		26.94	28.29	29.77	30.98	32.31
VII	Marketing and Communications Assistant	44,613.63	46,817.89	49,045.13	51,295.33	53,522.55
		24.51	25.72	26.95	28.18	29.41
VI	Customer Service Assistant	40,572.44		44,613.63		48,700.72
	Support Services Assistant (added October 2021)	22.29		24.51		26.76
	Information Services Assistant					
V	Unused Level	35,038.77		38,551.87		42,041.94
		19.25		21.18		23.10
IV	Adult Page	28,826.36		30,267.68		32,415.82

		15.84		16.63		17.81
SP	Student Page	27,645.51		27,910.61		29,198.20
		15.19		15.34		16.04

2025 Salary Grid

EFFECTIVE APRIL 1, 2025

2.0% OVER 2024

Band	MPL Positions	Step 1	Step 2	Step 3	Step 4	Step 5
XIII	Network Administrator/ Technical Services Associate	86,093.49	90,356.00	94,829.30	99,513.38	104,736.15
	Branch Librarian / Bookmobile Librarian (added July 2021)	47.30	49.65	52.10	54.68	57.55
XII		72,158.33	75,765.07	79,465.35	82,978.58	87,147.40
		39.65	41.63	43.66	45.59	47.88
XI	Adult Services Librarian	71,198.09	74,758.02	78,317.92	81,877.80	85,812.46
	Youth Services Librarian	39.12	41.08	43.03	44.99	47.15
	Children's Services Librarian					
	E-Services Librarian					
	Emerging Technologies Librarian					
	Community-Led Librarian					
	Collections Librarian, Adult					
	Collections Librarian, Children/Teen					
	Senior Support Services Associate					
X	ILS & Page Supervisor	63,469.37	66,631.10	69,746.04	73,001.46	76,163.21
	Customer	34.87	36.61	38.32	40.11	41.85

	Service Associate					
	Support Services Associate					
	Circulation and Customer Service Associate					
	Children's Services Associate					
	Information Services Associate					
	Technical Services / Network Assistant					
	Technical Services Assistant					
	Technical Services Assistant - Periodicals					
	Marketing and Communications Coordinator					
	Cataloguer					
IX	Accounts Payable Assistant	55,131.68	57,965.55	60,705.76	63,500.00	66,162.71
		30.29	31.85	33.35	34.89	36.35
VIII	Children's Programmer	50,002.60	52,508.59	55,262.04	57,520.55	59,979.71
		27.47	28.85	30.36	31.60	32.96
VII	Marketing and Communications Assistant	45,505.90	47,754.25	50,026.03	52,321.24	54,593.00
		25.00	26.24	27.49	28.75	30.00

VI	Customer Service Assistant	41,383.89		45,505.90		49,674.73
	Support Services Assistant (added October 2021)	22.74		25.00		27.29
	Information Services Assistant					
V	Unused Level	35,739.55		39,322.91		42,882.78
		19.64		21.61		23.56
IV	Adult Page	29,402.89		30,873.03		33,725.42
		16.16		16.96		18.53
SP	Student Page	28,198.42		28,468.82		29,782.16
		15.49		15.64		16.36

**SCHEDULE B
JOB EVALUATION SYSTEM
Review Committee**

Membership

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

Term

Term of the committee is concurrent with current Union Contract.

Purpose of Committee

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

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

Procedure

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

1. Employee fills out request form and sends it to the Review Committee via the C.E.O.;
2. Chair of Review Committee will call Committee Meeting. The Request Form will be reviewed by full Committee within fourteen days of receiving Request; The Committee will determine what action is required and will inform staff member originating Request of the action being undertaken and provide a date for resolution.
- 3a) Upon resolution of the Request by Committee consensus, a review Committee Report will be completed. A representative of the Committee will inform the Employee of the findings and present the Employee with a copy of the report. The findings of the Committee are considered final and binding upon the Employee.
- 3b) The Employee will sign the Review Committee Report to indicate they have received the information.
- 3c) The Review Committee Report will be filed in Administration with a copy to the Union.

4. Upon the Committee being unable to reach consensus, the Request will be referred to the Referee for resolution.
5. After the final meeting with the Referee, if consensus is still not reached, the Referee will provide the Committee with a written report of his or her resolution. This resolution will be considered binding.
6. Upon resolution of request, no further review may be requested for a six month period.
7. This procedure will form a Letter of Agreement to the current Union Contract.

MEMORANDUM OF UNDERSTANDING
Between
Milton Public Library
and
Canadian Union of Public Employees and its Local 4366

Re: Short-term Vacancy

In the event of a short-term vacancy whereby less than 48 hours are provided to the employer, the following process shall be undertaken to fill the shift:

The employer will contact any employee who is working less than seven (7) hours on the affected day to see if they are able to extend their shift and not incur overtime.

If the above process is not able to fill the shift, the employer will then contact available employees who will not incur overtime in the following manner:

1. Via phone number on file
2. Starting with the available employee with the highest seniority
3. Should there be no answer, MPL will proceed to the next available employee.
4. The employer will maintain and keep accurate records as to who was awarded the extra hours

Dated at Mississauga on June 28, 2023.

Signed this 7th day of December in Mississauga, ON.

For the Employer:

For the Union:

Sarah Duffin

~~Duffin~~ (Dec 6, 2023 16:28 EST)

Kanta Kapoor

Kanta Kapoor (Dec 7, 2023 11:28 EST)

Eileen Gallagher

Eileen Gallagher (Dec 5, 2023 17:58 EST)

Chris Dorscht

anna cansick

anna cansick (Dec 5, 2023 11:19 EST)

Christina Shuoprasad

Christina Shuoprasad (Dec 5, 2023 14:04 EST)

Bonnie Wong

Bonnie Wong (Dec 5, 2023 14:11 EST)

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