

COLLECTIVE AGREEMENT

between

THE GUELPH PUBLIC LIBRARY BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1946



FEBRUARY 1, 2012 TO JANUARY 31, 2016

MASTER COPY

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ARTICLE 1:00 PURPOSE

- 1:01 The purpose of this Agreement is to maintain a harmonious relation between the Employer and its employees, provide an amicable method of fairly and peacefully adjusting any disputes, which may arise between the Employer and its employees, and to recognize the mutual value of joint discussions.
- 1:02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2:00 MANAGEMENT'S RIGHTS

- 2:01 The Union recognizes the rights of the Employer to operate and manage its business and affairs in all respects and to hire, promote, demote, transfer, suspend and otherwise discipline and/or discharge an employee for sufficient cause subject to the grievance procedure and arbitration procedure.

ARTICLE 3:00 RECOGNITION

- 3:01 The Employer recognizes the Canadian Union of Public Employees and its Local 1946 as the sole and exclusive collective bargaining agent for all the employees of the Guelph Public Library Board in the City of Guelph, save and except the **Chief Executive Officer**, Administrative Assistant to the **Chief Executive Officer**, and all department heads who exercise supervisory/managerial authority.
- 3:02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which might conflict with the terms of this Collective Agreement.
- 3:03 Nothing in this Agreement shall preclude an employee from discussing any matter with the **Chief Executive Officer** or designate.
- 3:04 When a new position is created, or where a vacancy of a temporary or permanent nature occurs inside the bargaining unit the Employer shall immediately notify the Union in writing with a copy of the job posting. When the Employer intends to change a bargaining unit position or not fill a bargaining unit vacancy or remove a position from the bargaining unit the Employer shall provide the Union with as much notice as possible, but no less than sixty (60) days advance written notice.
- 3:05 Where the Library wishes to use volunteers in any work covered by the Collective Agreement, their use and placement shall not displace any bargaining unit employees or result in the loss of hours of work for any employee.
- 3:06 Temporary employees are included in the bargaining unit and shall have Union dues deducted in accordance with Article 6.01. Seniority shall be acquired upon the completion of the probationary period and shall be retroactive to the start date of temporary employment.
- 3:07 A Professional Librarian is a person holding a University degree and a degree in Library and Information Science from a University accredited by the American Library Association. Persons with foreign degrees and qualifications must be recognized by the American Library Association.

A Professional Archivist is a person holding a University degree and a degree in Archival Science or a degree in (Library and) Information Science with an Archival Specialization from a University accredited by the American Library Association.

ARTICLE 4:00 NO DISCRIMINATION OR WORKPLACE HARASSMENT

4:01 (a) The Library agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of their membership in the Union. The Library further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap or political or religious affiliations.

(b) Cases of alleged harassment because of any of the above grounds, or position or personal harassment will be considered as discrimination and shall be eligible to be processed as grievances under the grievance procedure.

(c) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endangers an employee's employment status or employment potential. Sexual harassment may include, but shall not be limited to:

- unwanted touching
- suggestive remarks, gestures or staring
- verbal abuse
- compromising invitations
- requests or demands for sexual favours
- physical assault
- derogatory or degrading remarks directed toward members of one gender or one sexual preference group.

Normal mutually acceptable workplace banter may not necessarily be construed as sexual harassment.

(d) Personal harassment is defined as any unwarranted behaviour by any person in the workplace that is directed at an employee and:

- is offensive or threatening to the employee
- endangers the employee
- undermines the performance of the employee's job or,
- threatens the economic livelihood or economic potential of the employee.

(e) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall automatically proceed to the next step.

(f) An individual shall, at all times, retain their right to lodge a formal complaint of harassment under the Ontario Human Rights Code. In the event an individual lodges a formal complaint under the Human Rights Code, the grievance shall no longer apply and action commenced under the grievance procedure shall cease forthwith.

(g) It is mutually agreed that any employee who may be either a party to or the subject of a harassment complaint, that is raised under the terms of this Collective Agreement or the City's Workplace Harassment and Discrimination Policy or equivalent, has the right to Union representation at all stages of the harassment investigation process. The Union will be notified of all complaints, at the time they are received by the Board, relating to members of the bargaining unit.

Nothing in the City's Workplace Harassment and Discrimination Policy or equivalent shall alter any right or remedy, available under the Collective Agreement or under law. Any disciplinary action that may be imposed as a result of an investigation conducted under this procedure will be processed in accordance with the applicable sections of the Collective Agreement.

4:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Library by its members or representatives and further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, political or religious affiliations.

4:03 If an employee feels compelled to bring forward an allegation of wrongdoing in the Library, they shall provide information through the Union on the allegations for investigation. The Library Board shall investigate the matter and respond to the Union and the employee in a reasonable period of time.

No employee or Union representative shall be disciplined in any manner, intimidated, coerced, or treated in a discriminatory manner for publicizing any alleged wrong doing within the Library provided such alleged wrong doing has been brought forward by the Union and provided the Library Board has been provided a reasonable opportunity to address any alleged wrong doing.

ARTICLE 5:00 RELATIONSHIP

5:01 The Employer agrees that there shall be no lockout, and the Union that there will be no strikes or collective action which will stop or interfere with the service of the Library for the duration of the Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

ARTICLE 6:00 CHECK-OFF OF UNION DUES

6:01 The Employer shall deduct from every employee in the bargaining unit any monthly dues, in accordance with the Union Constitution and By-laws. Deductions shall be made each month and shall be forwarded to the Secretary-Treasurer of Local 1946 not later than the 15th day of the month following, accompanied by two copies of the names of the employees from whose wages the deductions have been made.

6:02 The Employer will include the amount of Union dues deducted from employees on the T-4 slips. The Library Board and the City of Guelph will ensure that the employee T-4 slips are provided to employees as soon as possible in February of the year.

ARTICLE 7:00 INFORMATION RE: UNION AGREEMENT

7:01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Agreement.

During the first week of employment, the Library shall arrange for an officer of the Union to meet with the new employee for up to thirty (30) minutes during working hours to orient the new employee regarding the benefits and duties of Union membership.

7:02 The Union agrees that there will be no Union Activity, Solicitation for Membership or Collection of Dues during regular working hours and no meetings will be held on the premises except with the permission of the **Chief Executive Officer** or designate.

ARTICLE 8:00 CORRESPONDENCE

8:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the **Chief Executive Officer** and designate, and the President of Local 1946, and the Canadian Union of Public Employees, 1120 Victoria Street North, Suite 204, Kitchener, Ontario N2B 3T2.

ARTICLE 9:00 LABOUR MANAGEMENT RELATIONS

9:01 (a) The Employer shall recognize a negotiating committee of three (3) members of the Union and a grievance committee of three (3) members of the Union.

(b) The Union shall supply the Employer with the names of its officers and stewards, the latter being drawn from any of the library's service points. The Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.

(c) Employees scheduled to work the day shift will not have to report for regular duties prior to any scheduled negotiation, conciliation or arbitration meeting or hearing that occurs within three (3) hours or less of the normal scheduled start time of their shift. Similarly, employees scheduled to work the afternoon shift shall not have to report if, in doing so, their workday would be greater than seven (7) hours.

9:02 (a) Representative of Canadian Union of Public Employees

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

(b) The Employer also has the right to have the assistance of any person or persons when dealing with or negotiating with its employees.

9:03 Representatives of the Union covered in Article 9:01 who are in the employ of the Employer shall have the right to attend meetings called by either party, covering the administration or negotiation of this Collective Agreement held within regular scheduled working hours of the employee without loss of remuneration. Permission to leave work to attend such business shall first be obtained by an employee from their immediate supervisor and such permission shall not be unreasonably withheld.

9:04 Technical Information

There shall be an exchange of information, at the request of either party to the other for discussion purposes on such matters as job descriptions, positions in the bargaining unit, job classifications, wage rates and information pertaining to pension and welfare plans.

9:05 Copies of all minutes, except those sections of a confidential nature, adopted by the Employer at monthly meetings which affect the members of this Union are to be:

- (i) Forwarded to the Recording Secretary of the Union and
- (ii) Posted on all employee bulletin boards in the Library building.
- (iii) Available on the Library staff web-site

The Union shall have the right to make informal representation to the Employer on any matters pertinent to the Local.

9:06 A Labour/Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Library. The purpose of the Committee shall be to discuss matters of interest to either party.

The Committee shall meet when requested by either party, at a mutually agreeable time and place.

9:07 The City and Library will advise the Union in writing in advance of the introduction, implementation, the revision or updating of any new Corporate, Departmental or Library policies

that apply to members of the bargaining unit before such policies become effective for employees. The City and Library shall provide a copy of such policies at the time of notification to the Union.

ARTICLE 10:00 GRIEVANCE PROCEDURE

10:01 (a) A grievance shall be defined as any difference or dispute between the Employer and any employee, group of employees or the Union on matters covered by this Agreement.

(b) It is the mutual desire of the parties hereto, that complaints of employees or alleged grievances of employees, shall be considered as quickly as possible and it is agreed that an employee, has no complaint or grievance until they have first given their immediate supervisor an opportunity of adjusting the complaint or grievance. A Steward shall be allowed time off to investigate grievances subject to the conditions of 10:06 (a).

(c) A Management Grievance shall be defined as a complaint against the conduct of the Union officers or members in relationship with the Board and members of management according to the terms of the Collective Agreement.

10:02 Grievance Procedure

Grievances shall be dealt with in the manner outlined below, providing such grievances are in writing, signed by the aggrieved employee, contain the nature of the grievance, the remedy sought, the specific section or specific sections of the Agreement which are alleged to have been violated, and filed within (ten) 10 working days of the alleged grievance.

Replies to grievances shall be in writing at all stages. (Notice – discharge cases, see Article 12:02).

Step 1

The Employee, assisted by a Steward or members of the Grievance Committee, will seek to settle the grievance, signed by the grievor with the Employee's immediate non-Union supervisor. Failing settlement at this stage, within six (6) full working days, then Step 2 may be invoked.

Step 2

The Grievance Committee shall take the matter up with the **Chief Executive Officer** within six (6) full working days of the receipt of a written decision under Step 1. If the **Chief Executive Officer** is the Employee's immediate non-Union supervisor, Steps 1 and 2 may be combined. Failing settlement at this stage within six (6) working days then Step 3 may be invoked.

Step 3

The Grievance Committee may take the matter up with the Personnel Committee of the Board, provided such action is taken within ten (10) full working days of the receipt of a ruling under Step 2. Such appeal shall contain a written statement of any grievance as presented to the **Chief Executive Officer**, and the Personnel Committee of the Board shall hear the appeal within fourteen (14) calendar days of its receipt and shall give its decision in writing to the Griever or to the Recording Secretary of Local 1946 within ten (10) days of the hearing.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to arbitration.

10:03 Policy Grievance

(a) A policy grievance arising between the Library Board and the Union over the interpretation, application or alleged violation of the Collective Agreement shall be commenced at Step 2 of the grievance procedure within fifteen (15) days of the alleged violation.

(b) It is understood that the Library Board may bring forward at any meeting with the Grievance Committee any complaints or grievances, and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in the Agreement.

10:04 Replies in Writing

Replies to grievances shall be in writing at all stages.

10:05 The Employer shall supply the necessary facilities for the grievance meetings, if such facilities are available.

10:06 Permission to Leave Work

(a) In order that the work of the employer shall not be unreasonably interrupted, no grievance committee member shall leave their work for the purpose of attending grievance committee meetings without seeking the permission of their supervisor in writing, which permission shall be given in writing provided the request is received prior to the meeting within a reasonable length of time.

(b) A steward required to attend interviews involving discharge (12:01) or warnings and adverse reports (12:05) which involve a disciplinary consequence or who requires time off to investigate grievances, shall check with their immediate supervisor before leaving their department to attend or conduct an interview. Attendance at such interviews shall not be during a period of overtime. Permission shall not be unreasonably withheld subject to staffing requirements at the time of the request.

10:07 Technical Objections to Grievance

Any technical irregularities shall be deemed to have been waived if the Library Board does not advise the Union of such irregularities at the first step in the formal Grievance procedure.

10:08 Amending of Time Limits

The time limits fixed in the Grievance Procedure may be extended by mutual consent of the parties.

10:09 Grievances concerning a notice of layoff and recalls shall be initiated with the **Chief Executive Officer**.

10:10 Following receipt of the response at Step 3 of the grievance procedure the parties may, with mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The costs of the grievance mediator shall be shared equally by the parties.

ARTICLE 11:00 ARBITRATION

11:01 When the Grievance Procedure has been exhausted, either party may request that the grievance be submitted to arbitration in accordance with Section 48 of the Ontario Labour Relations Act. The request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its nominees as a sole Arbitrator. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominees as an Arbitrator. The parties shall exchange names until either agrees to the nominee proposed by the other party.

11:02 If the party receiving the notice fails to appoint an Arbitrator, or if the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

11:03 Procedure

The arbitrator shall determine procedure and in so doing should give full opportunity to all parties to present evidence and make representation. In attempting to arrive at a solution, the Arbitrator shall, as much as possible, follow a layman's procedure and avoid legalistic or formal procedures. The Arbitrator should hear and determine the difference or allegation and attempt to give a decision within the time limits set by the Labour Relations Act from the time the hearing is concluded.

11:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change the wording of this Agreement, to alter, modify, amend or delete any of its provisions.

11:05 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the Arbitrator to reconvene the hearing to clarify the decision, provided only that the arbitrator has declared that in such an event they will remain seized of the matter.

11:06 Expenses of the Arbitrator

Each party to an arbitration shall pay one-half the fees and expenses of the arbitrator.

11:07 Location of Arbitration Hearings

All arbitration meetings are to be held in the City of Guelph if facilities are available and acceptable to the arbitrator.

11:08 As an alternative to using a sole Arbitrator, the parties may mutually agree to submit grievances to a Board of Arbitration.

ARTICLE 12:00 DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 (a) A coaching letter is used by the Library to identify concerns with the employee's performance and identifies the expectations required for improvement. The parties agree that coaching letters are non disciplinary. The Library agrees that coaching letters do not form part of progressive discipline and will not be used in arbitration. The Union agrees that coaching letters shall not form the basis of a grievance and that Union representation is not required in coaching sessions between the employee and the supervisor. A copy of the coaching letter will be provided to the Union.

(b) An employee shall be accompanied by a Union representative at meetings where any disciplinary matters are discussed. At any investigation meeting(s) or disciplinary meeting(s) involving verbal or written warnings, the Library shall ensure that the employee is accompanied by a Union Steward. If any employee is to be suspended or discharged, the Library shall ensure that the employee is accompanied by the Union President or Vice-President. No employee shall be transferred out of their current position or shift for disciplinary reasons.

Notice of suspension or discharge shall be sent to the employee's last known address. Copies of this correspondence shall be forwarded to the Executive of the Union and the Canadian Union of Public Employees, 1120 Victoria Street North, Kitchener, Ontario N2B 3T2.

12:02 An employee who considers themselves to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under Article 10:00 – Grievance Procedure. Such grievance shall commence at Step 2.

12:03 Burden of Proof

In cases of discharge and discipline, the burden of proof or just cause shall rest with the Employer. Warnings and adverse reports issued over the preceding twenty-one (21) months shall be admissible in case of suspension and/or discharge. Disciplinary documents shall not be used by the Library after twenty-one (21) months from date of issue.

12:04 Unjust Suspension or Discharge

An employee who has been suspended or discharged and such suspension or discharge has been reversed by the Grievance Procedure and/or arbitration shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such Board.

12:05 Warnings and Adverse Reports

(a) Whenever the Employer or their authorized agent deems it necessary to censure an employee or notify an employee of any expression of dissatisfaction concerning their work, the Employer shall notify the employee within ten (10) working days of the event resulting in the complaint or within ten (10) working days from the receipt of a written complaint from a member of the public. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record.

(b) Access to Personnel Files

No disciplinary document shall be placed on the employee's file that has not first been shown and a copy given to the employee. An employee shall have the right to have access to make copies and review their personnel file, and shall have the right to respond, in writing, to any document contained therein, such reply to become part of their record. The employee or their Union representative shall have the right to request and receive copies of all discipline and work performance documents in the employee's personnel file where the employee has been disciplined for any reason. Any employee wishing to view their own personnel file shall make arrangements to do so with the **Chief Executive Officer** at least twenty-four (24) hours in advance.

The record of an employee shall not be used against them at any time after twenty-one (21) months following any incident, including letters of reprimand or any adverse reports.

12:06 Judgemental Decisions

An employee will not be disciplined for action legally taken relating to their library work, when in their judgement the action taken appears to be compatible with the generally accepted library practice, when there is no written policy to cover the action or when they cannot refer the matter to a member of management personnel. No employee shall be disciplined without the right to have a Union Steward or Union Representative present at the time. Such action must be taken within six (6) working days.

ARTICLE 13:00 SENIORITY

13:01 Seniority is defined as the length of service in the bargaining unit and shall be one factor used in determining preference or priority for promotions, and shall be the primary factor in determining layoffs and recalls. Seniority shall operate on a bargaining-unit-wide basis.

13:02 Seniority List

The employer shall maintain a seniority list showing the accumulated period of service and the number of hours for all full time and part time employees together with Local 1946. Where service has been broken by leave of absence or periods of service outside the bargaining unit, these breaks will be shown. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards quarterly, in the first week of January, April, July and October of each year and at the request of the Union.

13:03 Probation Period

Full-time employees shall be on probation for a period of up to sixty (60) days worked from the date of hiring.

Part-time employees shall be on probation for a period of **four hundred (400) hours** worked or thirty (30) weeks worked, whichever occurs first, from date of hiring.

13:04 Part-time Employees

Part-time employees shall accumulate seniority at the rate of one (1) hour for every hour worked.

13:05 Loss of Seniority

Subject to Article 10:00 – Grievance Procedure and Article 11:00 – Arbitration, an employee shall cease to be employed by the employer and their seniority shall terminate when the employee:

- (a) voluntarily resigns in writing and does not withdraw the resignation within three (3) working days;
- (b) is discharged for just cause and is not reinstated;
- (c) is off the payroll for a continuous period of thirty-six (36) months, or the period equal to their seniority, whichever is lesser, due to layoff;
- (d) fails to report for work within six (6) working days from receipt of notification by Registered Mail from the employer following a layoff, unless prevented through sickness or just causes, (it shall be the responsibility of the employee to keep the Board informed of their current address);
- (e) fails to return to work upon the termination of an authorized leave of absence unless an extension to the leave has been requested in writing and approval has been granted by the employer prior to the end of the original leave;
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Board in writing;
- (g) is absent from work in excess of three (3) scheduled working days without sufficient cause or without notifying the Employer, in a manner acceptable to the Employer.

13:06 Transfers to Positions Outside the Bargaining Unit

- (a) Permanent Transfers to Positions Outside the Bargaining Unit

No employee shall be transferred or promoted to a position outside the bargaining unit without their consent. If an employee is permanently transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, for up to a maximum of sixty (60) calendar days, but will not accumulate any further seniority while outside of the unit. If they return to a position within the bargaining unit, they shall continue to accumulate seniority from the date they assume such position, which shall be added to their previous seniority, provided the return to a bargaining unit position is within sixty (60) calendar days as set out above.

(b) Temporary Transfers to Positions Outside the Bargaining Unit:

Any temporary assignment of a bargaining unit member to a non bargaining unit position shall require the prior mutual agreement of the parties in writing. Such employees will be given their seniority credit they had at the time of the transfer upon their return to the bargaining unit.

ARTICLE 14:00 PROMOTIONS AND STAFF CHANGES

14:01 Job Postings

(a) A job description for all staff positions at Guelph Public Library may be viewed on the Library staff web-site.

(b) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing, and post notice of the position in the Employer's offices and on all employee bulletin boards and on the Library staff website for a minimum of six (6) working days.

(c) Prior to taking of vacation or a period of unscheduled shifts, an employee may submit to the administrative assistant of the **Chief Executive Officer**, and the Library shall accept, an expression of interest letter containing contact information, including telephone number(s) or email if available, for any position that may be posted during the employee's absence on vacation or during unscheduled shifts. Such letter shall be considered as an application for such position should a position be posted during the employee's absence. Should any interview with the employee be required, the interview will be scheduled after the employee's return to their first scheduled shift or after twenty-one (21) calendar days from the start date of the posting, whichever occurs first.

14:02 Information on Postings within Bargaining Unit

(a) A posting shall contain the following information: nature of position, qualifications (education, knowledge, skills, and experience) required, hours of work, salary range, and general description of duties.

(b) An employee will not qualify to apply for a permanent Job Posting equal or below their classification within ninety (90) working days following their start date in a new position. This clause may be waived by the mutual agreement of Management and the Union.

14:03 Outside Advertising

No outside advertising or consideration of external candidates for vacancies within the bargaining unit shall occur until the applications of internal applicants from the bargaining unit have been considered the employees have been notified that they have not been successful, and fully processed.

14:04 Role of Seniority in Promotions and Transfers

The basis for determining suitability for promotion shall be such as to provide equality of opportunity for advancement to all employees. A vacancy shall be filled by an employee who has:

- (a) qualifications (education, knowledge, skills, and experience);
- (b) when two (2) or more applicants meet the criteria under (a) then seniority shall govern.

14:05 Promotions Requiring Higher Qualifications

Where there are no applicants for a job posting from within the bargaining unit who possess the required qualifications (defined as "ability to do the job") as set out in Article 14:04 and as described in the job posting (Article 14:02), consideration for promotion will be given to an employee who does not possess the required qualifications but who is preparing, through means acceptable to the parties, to obtain the required qualifications, before the vacancy is filled by the employee.

Consideration for promotion will be given to an employee who does not possess the required qualifications but who has applied for a position of a Librarian or Archivist and has successfully completed at least two (2) courses required in the attainment of a degree from a University accredited by the American Library Association (as set out in Article 3:07). The successful applicant shall remain at the appropriate rate of pay for the position of Librarian or Archivist as per the salary administration notes until the employee successfully completes the courses for the degree. Successful completion of the degree must be achieved within thirty-six (36) months from the start date in the position. Upon successful completion of the degree, the employee will be moved to a point in the salary grid commensurate with service earned in the position. For the purpose of clarity, the Policy of Continuing Education does not apply.

Where the Employer decides to consider applicants from within the bargaining unit for such position(s) and where there is more than one employee who does not possess the required qualifications the Employer shall interview up to three (3) of the most senior applicants for the position. Selection shall be made in accordance with Article 14:04.

14:06 Notification to Employee and Union

Within fourteen (14) calendar days of the date of appointment to a posted position, the name of the successful employee shall be sent to each applicant within the bargaining unit and a copy posted on all employee bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and termination of employment within the bargaining unit, once a month, with written notice sent to the Recording Secretary of the Union. Included with the written notice will be a copy of the offer of employment letter.

14:07 Trial Period for Promotion

(a) A full time successful applicant from within the bargaining unit shall be placed on a trial basis for a period of sixty (60) days worked. Conditional on satisfactory service, the full time employee shall be declared permanent after the period of sixty (60) days worked. A part time successful applicant from within the bargaining unit shall be placed on a trial basis for a period of thirty (30) days worked. Conditional on satisfactory service, the part time employee shall be declared permanent after the period of thirty (30) days worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority.

(b) A full time employee may within the first thirty (30) days worked decide that the position is not in their best interest and return to their former position and wage rate,

without loss of seniority. A part time employee may within the first fifteen (15) days worked decide that the position is not in their best interest and return to their former position and wage rate, without loss of seniority.

(c) Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.

14:08 All job postings within CUPE Local 241, Local 973 and Local 1946 will be posted on the Library staff website. It is understood that posting outside of the Local in which the vacancy exists is a courtesy posting only.

ARTICLE 15:00 LAYOFFS AND RECALL

15:01 (a) In the event of a layoff, employees shall be laid off in reverse order of their seniority, provided their replacement has the necessary ability and 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. No new employees shall be hired until those laid off have been given the opportunity of recall.

(b) No employee shall be given notice of layoff until the employee to be given notice of layoff is offered all temporary, seasonal and summer student employment. No permanent employee shall be required to bump or be transferred to any position in Schedule "A" that is paid less than job grade 3, unless that employee is in a position in grade 1 or grade 2 at the time of the layoff.

See 28:02 for layoff due to contracting out.

15:02 Notice of Layoff

(a) Temporary Layoff

A temporary layoff is not to exceed four (4) months. All employees shall receive written notification prior to being laid off. All employees to be laid off temporarily shall receive notice of the impending layoff as soon as is practicable.

(b) Permanent Layoff

In the event of layoff defined to permanently reduce the work force (not seasonal layoffs), the employer shall give:

- (i) One (1) week per year of service with a minimum of 2 weeks notice for employees who have completed their probation but have less than five (5) years continuous service with the **Guelph Public Library** at the time of layoff.
- (ii) Three (3) months notice to those employees who have five (5) years or more of continuous service with the **Guelph Public Library** at the time of layoff.
- (iii) Five (5) months notice to those with who have ten (10) or more years of continuous service with the **Guelph Public Library** at the time of layoff.

(c) Bumping Procedure

- (i) An employee being laid off may bump any employee below them in seniority of the same or lower classification provided that the employee bumping is willing and qualified and shows to the satisfaction of the **Chief Executive Officer** that they can do the work, which is available.

- (ii) An employee being laid off, wishing to bump, must notify the **Chief Executive Officer** two working days after receiving the layoff notification of their intentions, in writing, noting the position, person and department they wish to bump.
- (iii) An interview will be arranged with the employee exercising their seniority rights and the Chief Executive Officer or their designate and the Union to determine the status of the employee.
- (iv) If the employee is granted the bump, they will be on trial for sixty (60) days worked. The employee has up to six (6) working days to determine if the position is suitable to them. If not, they have the right to exercise their seniority rights one more time. If the second opportunity is unacceptable to the employee, they must assume the layoff and is not eligible to bump again.
- (v) If the employee is not granted the position through the bump, they then have the right to continue the bumping procedure.
- (vi) If, for whatever reason, the employee does not work out satisfactorily in the sixty (60) days worked trial period, then they must assume the layoff and are not eligible to bump again.

15:03 Benefit Continuation After Layoff

An employee on layoff shall continue to receive benefits as follows:

- (a) Continuation for one (1) month from the date of layoff for an employee who has completed their probationary period but has less than two (2) years continuous service.
- (b) Continuation for three (3) months from the date of layoff for an employee who has more than two (2) years but less than five (5) years continuous service.
- (c) Continuation for six (6) months from the date of layoff for an employee who has more than five (5) years but less than ten (10) years continuous service.
- (d) Continuation for twelve (12) months from the date of layoff for an employee who has more than ten (10) years continuous service.

15:04 Grievances on Layoffs and Recalls

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

15:05 Recall Rights

An employee on lay-off shall not lose their recall rights if, when recalled for a period of twelve (12) months or less, they refuse to return to their former position without giving a reasonable explanation.

15:06 An employee's recall rights on layoff shall not be lost, if when recalled, during a period of twenty-four (24) months or less, the employee asks for a reasonable delay to give proper notice to a temporary employer.

15:07 The Employer agrees that during the term of this Agreement no full-time employee within the bargaining unit shall be laid off for reasons of their duties being carried out by one or more part-time employees of the Employer.

ARTICLE 16:00 HOURS OF WORK

16:01 **Standard Daily and Weekly Hours to Saturday**

The regular work week shall consist of five (5) seven (7) hour days from Monday to Saturday inclusive, for a total of thirty-five (35) hours per week, save and except for maintenance staff. For the purpose of this Agreement the terms "regular work day and regular work week" shall be interpreted to mean, "work schedule" as currently existing or modified as required.

The regular workday shall not commence before 9:00 a.m. nor finish later than 9:00 p.m., **except by mutual agreement of the Employee and the Employer. By mutual agreement with the employer, the employee may schedule their work to commence up to one (1) hour prior to opening or to end their shift up to one (1) hour after closing, but would maintain their regular work day of seven (7) hours.** The hours of each working day shall be consecutive, except where otherwise set by mutual agreement.

Maintenance staff shall not work more than **eight (8)** hours per day, forty (40) hours per week. The maintenance staff hours shall be fixed by mutual agreement.

16:02 **Paid Rest Period**

An employee working a seven (7) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of their shift in an area made available by the employer. These periods must be taken in the first and second half of the shift respectively and cannot be accumulated or used to alter regularly scheduled hours.

An employee must work a shift of at least three (3) consecutive hours to be permitted this same fifteen (15) minute rest period.

16:03 **Days Off**

The number of Saturdays off shall be equal for all employees unless otherwise mutually agreed by the parties.

16:04 **Shift Premium**

A shift premium shall be paid to permanent full-time employees for all hours worked outside the hours of 8:00 a.m. to 5:00 p.m. and for all scheduled seven (7) hour shifts commencing on or after 12:00 p.m. Monday through Friday.

Effective: February 1, 2012: \$1.10

16:05 **Part-time Employee Call In on Non-Scheduled Day**

All part-time employees who are called in to work on a day they are not scheduled to work shall be offered a minimum of three (3) hours at their regular rate of pay. Such call shall be made on a rotational basis starting with the most senior employee within the classification and first within the branch or location.

If sufficient employees are not available within the branch where the work is required, then the next call shall be made to the senior employee at the remaining branches then rotated to the next most senior employee, and so on in a rotational manner to ensure an equitable distribution of hours of work. When an employee accepts the hours of work or is not available when called, the next call is made to the next most senior employee and so on.

Rotational is defined as starting from a list of employees within the classification who have indicated a willingness to be available for extra hours of work.

Hours will be offered to the most senior person on the list and failing an acceptance to the next most senior person until the hours are accepted.

When hours in a branch or division become available again, the supervisor will work from the same list, beginning with the next most senior person on the list. Once the least senior employee has been contacted and an offer made, the calls will begin from the beginning of the list.

This rotation continues in this manner to ensure that all employees are provided an equitable distribution of extra hours.

Commencing May 2009, a calendar of availability will be created by the Library on-line monthly and available remotely to employees. Using this calendar the employees shall be required to identify the days and shifts they would be available by the 3rd week of the preceding month to be eligible for call in for non-scheduled work. Employees must be willing to work at any branch.

16:06 Scheduling for Vacation and Illness

Where multiple shifts are available due to vacation or illness these shifts will be equitably distributed by shift, first to employees within the branch then to employees in other branches by rotation as defined above.

ARTICLE 17:00 OVERTIME

17:01 Overtime shall be all time worked at the Employer's request before or after the regular workday, the regular work week or on a holiday. All overtime, including Sunday work, shall be on a voluntary basis.

Time spent at a conference, conventions, workshop, seminar or similar training course shall not apply under this section, nor shall travel time to attend the above.

17:02 Overtime worked before and after the regular scheduled weekly hours shall be paid for at the rate of time and one-half for the first four (4) hours and double time for all hours thereafter.

17:03 All authorized overtime work performed on Sundays and Holidays shall be paid for at the rate of double time. In the case of custodial staff in calendar weeks where they have only one (1) day off, this day shall be their Sunday. In calendar weeks when they have two (2) days off the second day shall be considered as Sunday for overtime purposes.

17:04 When an employee is required to work three (3) hours or more overtime, which is continuous with the normal work hours, they shall be entitled to a meal allowance of ten dollars (\$10.00), on each such occasion.

17:05 No Layoff to Compensate for Overtime

An employee shall not be required by the Employer to layoff during regular hours of work to equalize any overtime worked.

17:06 Overtime During Layoffs

There shall be no overtime worked in any operation while there are employees on layoff able and readily available and willing to perform the required work.

17:07 Call-back Pay

An employee who is called back to work outside their regular working hours shall be paid for minimum of two (2) hours at overtime rates. **If more than one call-back occurs within the two (2) hour period the time shall be considered continuous.**

17.08 Remote Call-Out

A Remote Call-Out is defined as a situation where an employee is required to attend, via phone, conference call or computer, to an incident outside their regular working hours that can be resolved remotely and where the employee is not required to return to the worksite.

An employee who engages in a remote call-out shall be paid for a minimum of thirty (30) minutes at overtime rates. If more than one remote call-out occurs within the thirty (30) minute period the time shall be considered continuous.

17:09 Time off in Lieu of Overtime

Instead of cash payment for overtime, employees may choose to take equivalent time off in lieu. An employee may accumulate up to a maximum of five (5) working days per year, which may be taken off consecutively at a time mutually agreeable to the employee and Employer.

ARTICLE 18:00 TEMPORARY EMPLOYEES

18:01 Definition

A temporary employee is a full-time or part-time employee who has been hired by the Library to work the regular number of hours in the department for a specified period of six (6) months or less, to perform work that is strictly of a non-recurring short duration or to replace employees who are absent due to illness, injury or leaves of absence under this agreement, or for a leave of absence of up to fifty-two (52) weeks only to replace an employee on pregnancy, parental/adoption leave.

18:02 Any temporary employee retained for more than six (6) months, or for a leave of absence of up to fifty-two (52) weeks in the case of a pregnancy, parental or adoption leave, shall automatically become a full-time permanent or part-time permanent employee as the case may be. The time they have worked as a temporary employee will be counted for seniority purposes and other terms of this Agreement, where applicable, will become effective from the date they commenced work. Union dues shall be deducted from the date of commencement of work.

18:03 Extension of Periods

It is understood that the parties to this Agreement may mutually agree, in writing, on an extension of the temporary employment period only within ten (10) working days prior to the end of the temporary employment period or any mutually agreed subsequent extension.

18:04 Temporary Employees Not to Receive Preference to Full-time or Part-time Employees

Employees hired for such work will not in any way displace regular employees nor will they be retained or granted any work or rights in preference to regular full-time or part-time employees.

ARTICLE 19:00 PAID HOLIDAYS

19:01 (a) The employer recognizes the following paid holidays:

New Year's Day
Family Day
Good Friday

Civic Holiday
Labour Day
Thanksgiving Day

Easter Monday
Victoria Day
Canada Day

Remembrance Day
Christmas Day
Boxing Day

(b) Full-time employees are entitled to one (1) floater day to be taken between December 24th and June 30th of the following year.

Scheduling of the floater day will be subject to Library requirements and shall be taken at a time mutually agreeable to the employee and the Library.

(c) The library shall open for one (1) four (4) hour shift from 9:00 a.m. to 1:00 p.m. on Christmas Eve, and for two (2) four (4) hour shifts from 9:00 a.m. to 1:00 p.m. and from 1:00 p.m. to 5:00 p.m. on New Year's Eve, except if those days fall on a Sunday.

Full-time Employees:

- Christmas Eve – If your normally scheduled work day falls on Christmas Eve, you will work a four (4) hour shift and be paid seven (7) hours straight time.
- New Year's Eve – If your normally scheduled work day falls on New Year's Eve, you will work one of the two (2) four (4) -hour shifts and be paid seven (7) hours straight time. Scheduling of the a.m. or p.m. shift will be based on seniority.

Part-time Employees:

- All part-time employees who are scheduled to work on Christmas Eve or New Year's Eve or both days will work those shifts.
- Part-time employees who would normally be scheduled to work more than four (4) hours on Christmas Eve or more than four (4) hours on New Year's Eve will be allowed to schedule alternate hours to work in that week so that they do not lose any income.

(d) The employer shall close the Library on any day proclaimed a holiday by the federal, provincial or municipal government.

(e) In order to qualify for payment of any of the above holidays, an employee must work their scheduled shift on the working day immediately preceding or immediately following the holiday except in cases of illness, layoff, leave of absence, or excused absences satisfactory to the employee's immediate supervisor or Department Head.

19:02 Holidays Falling on Sundays

For employees working Monday through Friday, when specified holidays such as Canada Day, Christmas Day, Boxing Day or New Years Day fall on a Saturday and/or Sunday the designated holiday shall be observed on the Monday and/or Tuesday immediately following the specified holiday, unless the Library and the Union have reached an agreement in advance as to an alternate day when the holiday will be observed by the Library. The agreement will be determined prior to April 1st, to address the following twelve (12) months.

19:03 Holidays Falling on Scheduled Day Off

When any of the above noted holidays in Article 19:01(a) falls on a full-time employee's scheduled day off, the employee shall receive an extra day's regular pay for the holiday or another day off at a time mutually agreed upon by the employee and the employer and shall be taken within eight (8) months.

19:04 Holidays Part-time Employees

Employees in this category with less than 7,279 hours of employment shall receive holiday pay for those hours they are normally scheduled to work on the day on which the Statutory Holiday falls. Employees with 7,280 hours seniority shall receive seven (7) hours pay for each Statutory Holiday.

ARTICLE 20:00 VACATIONS

20:01 Schedule of Vacation Entitlement

(a) Full-Time Professional Librarians or Archivists

Full-time professional librarians or archivists shall have earned vacation time for the year starting July 1 on the following basis:

Less than one (1) year continuous service before July 1	One and two thirds (1 2/3) vacation days for each completed month of service to a maximum of twenty (20) days
After one (1) year continuous service before July 1	Twenty (20) vacation days
After fifteen (15) years continuous service before July 1	Twenty-five (25) vacation days
After twenty-three (23) years continuous service before July 1	Thirty (30) vacation days
After twenty-six (26) years continuous service before July 1	Thirty-one (31) vacation days
After twenty-seven (27) years continuous service before July 1	Thirty-two (32) vacation days
After twenty-eight (28) years continuous service before July 1	Thirty-three (33) vacation days
After twenty-nine (29) years continuous service before July 1	Thirty-four (34) vacation days
After thirty (30) years continuous service before July 1	Thirty-five (35) vacation days

20.01 (b) Full-Time Non-Professional Employees

Full-time non-professional employees shall have earned vacation days for the year starting July 1 on the following basis:

Less than one (1) year continuous service before July 1	Five-sixth (5/6) vacation days for each completed month of service to a maximum of ten (10) vacation days
After one (1) year continuous service before July 1	Ten (10) vacation days

After three (3) years continuous service before July 1	Fifteen (15) vacation days
After nine (9) years continuous service before July 1	Twenty (20) vacation days
After fifteen (15) years continuous service before July 1	Twenty-five (25) vacation days
After twenty-three (23) years continuous service before July 1	Thirty (30) vacation days
After twenty-six (26) years continuous service before July 1	Thirty-one (31) vacation days
After twenty-seven (27) years continuous service before July 1	Thirty-two (32) vacation days
After twenty-eight (28) years continuous service before July 1	Thirty-three (33) vacation days
After twenty-nine (29) years continuous service before July 1	Thirty-four (34) vacation days
After thirty (30) years continuous service before July 1	Thirty-five (35) vacation days

(c) When an employee's anniversary date for continuous years of service falls after July 1, the employee will not have to wait until the next July 1 before being entitled to five extra days of vacation where applicable in 20.01 (a) and 20.01 (b), but will receive additional vacation time on the following basis:

Anniversary date falls in	Extra vacation added to entitlement at July 1
July, August and September	5 days
October, November and December	4 days
January, February and March	2 ½ days
April, May and June	1 ½ days

(d) An employee may request an advance on vacation entitlement earned up until the time requested. The granting of this request is subject to the usual scheduling requirements of the Employer and such permission shall not be unreasonably withheld.

20:02 Paid Holidays During Vacation

If a paid holiday falls on or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Employer and shall be taken within seven (7) months with written notice being received within six (6) working days.

20:03 Scheduling Vacations

(a) Employees with three (3), four (4), or five (5) weeks' vacation will take the third, fourth and fifth week at the discretion of the **Chief Executive Officer** upon written notice being received within twenty (20) working days of requested vacation or unless mutually agreed upon.

(b) A maximum of up to ten (10) days vacation may be carried over from the vacation year for special reasons, subject to prior approval of the **Chief Executive Officer** and subject to the adequate staffing needs of the Library.

20:04 By April 1 each year, the **Chief Executive Officer** shall post a vacation notice in all Staff Coffee Rooms and all employees shall indicate by April 15th, the vacation period they wish. The **Chief Executive Officer** shall then set the vacation period, taking into account the wishes of the employees on the basis of seniority, in so far as he can consider it consistent with the efficient functioning of the Library. In the event the employee has not indicated their preference for vacation by April 15th, the vacation will be set on a first come, first served basis.

20:05 The **Chief Executive Officer** shall post a list of the vacation periods by May 1st of each year. After May 15th, the **Chief Executive Officer** or the employee shall not alter the vacation periods unless by mutual consent.

20:06 **Approved Leave of Absence During Vacation**

Where an employee or permanent part-time employee qualifies for sick leave because of hospitalization or confinement (supported by a doctor's certificate), bereavement, or any other approved leave as set out under this Agreement, during their period of vacation there shall be no deduction for 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 time mutually agreed upon by the Employer and the employee.

20:07 **Vacation Pay on Termination**

An employee terminating their employment at any time in the vacation year before they have had their earned vacation shall be entitled to a proportionate payment of salary in lieu of such earned vacation.

20:08 **Vacation Pay on Retirement**

An employee retiring at any time in the earned vacation year before they have had their vacation shall be entitled to a full vacation payment in lieu of such vacation and prorated payment for vacation earned.

20:09 **Calculation of Vacation Pay**

Vacation pay shall be at the rate effective immediately prior to the vacation period.

20:10 **Vacation Pay Part-time Employees**

Part-time employees shall have their vacation pay calculated on the basis of four percent (4%) of gross pay for the previous pay period. Those part-time employees who have accumulated a minimum of 5,460 hours of seniority shall receive vacation pay calculated on the basis of six percent (6%) of gross pay for the previous pay period. Part-time employees who have accumulated a minimum of 7,280 hours of seniority shall receive vacation pay calculated on the basis of eight percent (8%) of gross pay for the previous pay period. Part-time employees who have accumulated a minimum of 9,100 hours of seniority shall receive vacation pay calculated on the basis of ten percent (10%) of gross pay for the previous pay period.

Part-time employees shall accumulate vacation pay on a calendar basis based on the above and shall be entitled to take approved vacation with pay up to the amount in their accrued vacation account.

Accrued vacation dollars not taken in the calendar vacation year will be paid to the part-time employee in the last pay period of the calendar year.

A part-time employee shall accumulate seniority during the vacation leave based on their amount of paid vacation.

20:11 The time lost from work of one month or more for any reason other than sick leave, an accident for which the employee is entitled to Workplace Safety and Insurance Board payments, or pregnancy, parental, adoption leaves or Union leave will not count towards the employee's vacation entitlement.

ARTICLE 21:00 SICK LEAVE

21:01 Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick, disabled, quarantined, or because of a non-work related accident not covered under the Workplace Safety and Insurance Act.

21:02 Sick Leave shall not mean any time absent from work due to an accident or disablement incurred, while employed by an employer other than the Guelph Public Library, where compensation for that accident or disablement is being paid under the Workplace Safety and Insurance Act through the other employer.

21:03 Notification Requirements for Absence

(a) Employees unable to report to work on schedule shall notify the Administrative Assistant to the Chief Executive Officer or the senior management representative at least one (1) hour prior to the first shift and two (2) hours prior to the second shift. Failure to notify the above named persons will result in the loss of a day's pay unless failure is due to reasons beyond the employee's control.

(b) Proof of Illness

An employee may be required to produce certification from a medical practitioner for any illness of three (3) consecutive working days for full time employees or after two (2) scheduled shifts in a seven (7) calendar day period for part time employees, certifying that they were unable to carry out their duties due to illness.

(c) Employees returning to work after an absence of four (4) or more working days in duration must notify their supervisor at least one day in advance of their return to work date.

(d) The supervisor shall be responsible for maintaining the contact telephone number for employees in the respective work areas.

(e) The employee must call in on every day of absence unless an extended leave of absence for a specified period of time has been approved. Where the employee is hospitalized or confined for medical care the employee shall not be required to call in on a daily basis.

21:04 Short Term Disability (STD)

(a) A STD Plan, as per the Master Benefit Contract, will be provided to all full time employees and for part time employees hired to work twenty (20) hours or more per week. The Library's Insurance Carrier will adjudicate claims, based on the STD plan in the Master Benefit Contract. STD is paid by the Guelph Public Library to an employee, who is absent due to non-work related illness, subject to medical justification.

(b) Full time employees and part time employees hired to work twenty (20) hours or more per week, as of the 1st of the month following ratification of the contract, will have the remainder of the cumulative sick leave hours carried forward but the balance would have no value on retirement, death or termination of employment.

(c) The carried forward cumulative sick leave hours could be used until depleted to top-up STD to one hundred percent (100%). After the cumulative sick leave hours is depleted, the employee may request to top-up their STD with non-cumulative sick hours, stat lieu bank, banked overtime, floater bank, vacation or personal days.

(d) STD will be subject to medical justification both to commence an STD claim and to continue an STD claim, if the claim extends past the original approval date.

(i) The waiting period for STD coverage will be from 1st day of accident or from 1st day of hospitalization or from the 3rd day of sickness.

(ii) STD will be paid to a maximum of twenty-six (26) weeks.

(iii) The STD benefit will be based on seventy-five percent (75%) of the employee's standard base weekly pay. Standard weekly pay is the weekly hours of work times the employee's rate of pay at the time of commencement of the claim. Overtime is not considered in the base for calculation of STD.

21:05 Applying for Short Term Disability (STD)

(a) An Employee applying for STD benefits is required to complete the STD forms of the Insurer, available from the Human Resources Department.

(b) If the employee does not have sufficient non-cumulative sick hour entitlement to cover the waiting period, the employee may use cumulative sick hours or request to be paid from their stat lieu bank, banked overtime, floater bank, vacation, or personal days.

(c) Employees applying for STD benefits shall receive up to four (4) weeks payment, while waiting on the adjudication by the Insurance Carrier. If the claim is denied, the employee may appeal the decision to the Insurance Carrier.

(d) An employee shall be accompanied by the designated Union Representative, in discussions regarding their claim and the employee does have grievance rights under Article 10:00, at Step 2.

(e) Should the STD claim be denied after exhausting the above options, the employee shall be required to repay any overpayment monies at ten percent (10%) per pay. If the employee leaves the employment of the Guelph Public Library, prior to repayment of the overpayment in full, the amount shall be deducted from their final pay.

(f) Union dues and all required deductions shall be deducted while the employee is on STD. Pension contributions may be deducted while the employee is on STD. If the employee is receiving seventy-five percent (75%) STD with no top-up, they would be required to sign an agreement regarding a reserve that may be established to buy back OMERS, as per Article 25:03, on return to work.

(g) Where the Guelph Public Library or the Insurance Carrier requires the employee to supply a medical certificate to verify sick leave, the Library agrees to reimburse the employee for one hundred percent (100%) of the cost of the medical certificate(s), upon submission of a receipt(s).

21:06 **Non-Cumulative Sick Hours**

- (a) A full time employee will receive forty-two (42) non-cumulative sick hours per year. These non-cumulative sick hours shall be pro-rated for an employee starting employment in a calendar year. (For 2012, all employees will receive a pro-rated amount of non-cumulative sick hours.)
- (b) A full time employee, who has unused non-cumulative sick hours from the current year, may carry over up to fourteen (14) non-cumulative hours into the following year. The non-cumulative sick hour bank would be to a maximum of fifty-six (56) hours, at any point in time.
- (c) Part-time employees, excluding all Pages, hired to work ten (10) hours or less per week shall be entitled to twelve (12) non-cumulative sick hours per year but are not entitled to STD.
- (d) Part-time employees excluding all Pages, hired to work ten (10) hours but less than twenty (20) hours per week shall be entitled to twenty-four (24) non-cumulative sick hours per year but are not entitled to STD.

These part-time employee who have unused cumulative sick hours from the current year, may carry over up to eight (8) non-cumulative hours into the following year. The non-cumulative sick hour bank would be to a maximum of thirty-two (32) hours, at any point in time.

- (e) Part-time employees, excluding all Pages, hired to work twenty (20) hours or more per week, will receive twenty-four (24) non-cumulative sick hours per year and are entitled to STD, as per the Master Benefit Plan.

These employees who have unused cumulative sick hours from the current year, may carry over up to twelve (12) non-cumulative hours into the following year. The non-cumulative sick hour bank would be to a maximum of thirty-three (33) hours, at any point in time.

21:07 In case of illness of an immediate family member, where there is no one other than the employee to care for the needs of the ill person, the employee may, after notifying the employee's supervisor, use non-cumulative sick hours for this purpose, subject to availability of non-cumulative sick hours. The need for the employee to stay home with the ill person shall be supported by a letter from the family member's medical practitioner.

21:08 Employees are encouraged to schedule medical appointments outside of their scheduled hours of work. However, where this is not possible, employees shall be allowed to use a maximum of up to twenty (20) non-cumulative sick hours per year, subject to availability, for medical appointments.

21:09 **Personal Hours**

- (a) All full time employees will receive twenty-one (21) personal hours per calendar year, commencing January 1, 2013. (For 2012, all employees will receive a pro-rated amount of personal hours.)
- (b) Part time employees hired to work twenty (20) hours or more per week will receive eight (8) personal hours per calendar year commencing January 1, 2013. (For 2012, these employees will receive a pro-rated amount of personal hours.)

(c) An employee wishing to use personal hours shall make a request in writing and present it to their supervisor at least three (3) days in advance of the requested day. Approval will be based on operational requirements.

(d) Personal hours may be used for the qualifying period for STD, providing that all the credited non-cumulative sick hours have been used first.

21.10 Modified Work

(a) Rehabilitation, Modified Duties and Work Accommodation:

(i) It is the mutual desire of the parties to assist in the rehabilitation of ill/injured/disabled employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace. The Board acknowledges that it has a legal obligation to provide work accommodation in accordance with the Ontario Human Rights Code and WSIB policies.

(ii) When required by the employee, the Board or the Union, the City shall ensure that the employee is represented by a Union representative in meetings with Board staff to discuss a modified work assignment. In all cases, the Board shall ensure that the Union is informed in advance of modified work assignments.

(b) Return to Work and Job Security

(i) An employee who, because of illness/injury or disability, remains off work due to an **S.T.D. claim**, an L.T.D. claim or a W.S.I.B. claim shall retain and continue to accumulate seniority for a period of time equal to the length of their seniority at the commencement of absence, or for a period of twenty four months, whichever is lesser.

(c) Sequence of Return to Work and Modified Duties:

The Board and the Union shall discuss and jointly determine the suitable placement of an employee in accordance with the following sequence of options:

(i) Should an employee be capable of performing the essential duties of their former position, the Board shall return the employee to their former position.

(ii) Should an employee not be capable of returning to their former position, the Board and the Union shall jointly determine the suitable placement of the employee who is on **S.T.D.**, L.T.D. or W.S.I.B., when it is determined they are capable of returning to work.

(iii) If the employee cannot return to their former position and if all other efforts to find suitable work for the employee have been explored by the Board and the Union and have not been successful, the employee shall have the right to bump a less senior employee for which they are qualified, subject to Article 15 and the established functional abilities, as identified by their Health Care Professional.

(d) Objectives of the Program

(i) To restore an ill/injured or disabled employee to their fullest possible occupational economic capacity.

(ii) To provide the employee with an effective setting for work accommodation and work rehabilitation following illness/injury or disability.

(iii) To accommodate and/or rehabilitate an ill/injured or disabled employee in their pre-injury/pre-illness/pre-disability position or job, wherever feasible, or to accommodate the

employee in another position.

(e) Definitions

- (i) Modified Work of the employee's pre-illness/pre-injury/pre-disability position is a set of alternate duties that accommodates prescribed medical restrictions/limitations, prescribed precautions, or other matters that prevent an individual from resuming their full duties; Altering a work condition or requirement to better match the employee's medical restrictions that they may perform safely without unreasonable risk of injury or re-injury to self or others and to assist in the rehabilitation of the employee. Modified duties are deemed by the parties, to be suitable, available and meaningful in nature and can be temporary, transitional or graduated in nature, in the goal of returning an employee to their regular duties in a timely and proactive manner. The altering of a work condition may include part-time hours.
- (ii) Suitable Work is an alternate position which has been specifically designed by the parties to accommodate an employee's medical restrictions. The employer is required to accommodate an employee's medical restrictions. The employee is required to provide the employer and Union with any changes in their capabilities through their rehabilitation period.
- (iii) Alternate Duties are a set of work duties within the employee's pre-disability job or a position that accommodates the prescribed medical restrictions/limitations of employee.
- (f) When an employee is unable to perform their regular duties or work their full daily or weekly scheduled hours on a temporary basis, they will not be permitted to work overtime.
- (g) The modified work assignment must be productive and meaningful to the Union and the Board. The modified work assignment must generally suit the medical limitations/capabilities, education, training and experience of the employee. Medical restrictions/limitations/capabilities will be determined by the employee's health care professional and provided to the Union and the employer in writing. Where requested by the employer, the employee must have a Functional Abilities Form, completed by their health care professional.

(h) Modified Duties and Work Accommodation Program

- (i) Any employee who has sustained an occupational or non-occupational illness/injury or disability that prevents them from performing the essential duties of their regular job shall be eligible to participate in this program.
- (ii) The Board, in consultation with the Union, shall jointly determine the design of modified work or duties based on medical information for the employee who is off work due to illness/injury/disability.
- (iii) Upon receipt of a release of information signed by the employee, the Human Resources Department shall provide to the Union representative designed to assist the employee medical documentation relevant to the employee's medical restrictions and that is required to determine appropriate modified duties.
- (iv) The Board and the Union shall determine the wage rate, if not the employee's former wage rate.
- (v) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.

- (vi) The modified work assignment must be productive and meaningful to both the Board and the employee. The modified work assignment must suit the medical restrictions, education, training and experience of the employee. Medical restrictions will be determined by the employee's attending physician and provided to the Board in writing.

ARTICLE 22:00 LEAVES OF ABSENCE

22:01 Leave of Absence for Union Business

Upon request to the Employer, and subject to the reasonable demands of the service, not more than three (3) employees elected or appointed to represent the Union, shall be allowed leave of absence without pay and without loss of benefits to a maximum of thirty-six (36) person days annually. The Employer shall continue to pay all wages, benefits and credits to such employees and the Union shall reimburse the Employer for wages.

22:02 Leave of Absence for National or Provincial Organizations

Employees of the Library Board elected or appointed to office in a National or Provincial Library Organization, may with approval of the Board have paid leave with no loss of seniority to carry out these duties. This approval shall not be unreasonably withheld.

22:03 Paid Bereavement Leave

In the case of a death in the family, a leave of absence with pay and without loss of seniority shall be granted to an employee on the following basis:

- (a) Up to five (5) consecutive working days at the time of the death or funeral:
Spouse, common-law spouse, child, step-child, legal dependent child, father, mother.
- (b) Up to three (3) consecutive working days at the time of the death or funeral:
Step-parent, brother, sister, son-in-law, daughter-in-law, grandchild, spouse's parent.
- (c) Up to two (2) consecutive working days at the time of the death or funeral:
Brother-in-law, sister-in-law, grandparent.
- (d) One (1) unpaid day, if the funeral is a scheduled workday:
Spouse's grandparent.
- (e) Up to four (4) hours to attend funeral as a pallbearer. Where additional time is required by an employee to attend a funeral as a pallbearer, an employee may request to use **personal hours, remaining cumulative sick leave credits**, vacation time, banked lieu time or take an unpaid leave. Such requests shall not be unreasonably denied.
- (f) The employee shall not be entitled to the benefits of (a), (b), (c) or (d) when the employee fails upon request to furnish the Library with reasonable proof of death of the member of family concerned.
- (g) Leave in (a), (b), (c) or (d) may be extended by application to the Manager of the Department or their designate, taking into consideration the employee's situation. Such additional leave shall be deducted from the employee's **personal hours, remaining cumulative sick leave credits, vacation time, banked lieu time, or by taking an unpaid leave**. Permission for such additional leave shall not be unreasonably withheld.
- (h) In the event of the death of an employee or a retired employee the Union will name one person, who will receive time off with pay to attend the funeral. The paid time off will be a

minimum of four (4) hours, but may, with the approval of the Manager, be up to a maximum of one (1) day.

22:04 Pallbearer's Leave

One half (½) day shall be granted without loss of salary to act as a pallbearer at a funeral.

22:06 (a) Pregnancy Leave

An employee will be granted unpaid pregnancy leave, upon written request two (2) weeks prior to the leave beginning, and certification of a Medical Practitioner. The leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the Certification. Total length of pregnancy leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such leave prior to the expiration of the seventeen (17) week date. Notice of said return to work must be provided at least two (2) weeks in advance of the date of return.

An employee returning from pregnancy leave shall be reinstated in the employee's previous position and work location and shift, at a rate of pay not less than that which the employee was receiving at the time of the beginning of the leave of absence.

The employee shall continue to accumulate seniority and service benefits during said pregnancy leave. The employer shall pay the premium for all applicable benefits (does not include OMERS) for the seventeen (17) week pregnancy leave. The employer contribution to OMERS will be continued unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions.

Where the Collective Agreement is silent, the current *Employment Standards Act* applies.

(b) The employee will not receive payment for vacation pay owing to them at the start of the pregnancy leave of absence, but such benefit shall be held to their credit until they return to employment with the Library Board or advises that they do not intend to return to work.

(c) The position left vacant by the employee on pregnancy, parental/adoption leave of absence may be filled by:

(i) The use of a temporary employee as set out in Article 18, or

(ii) Dividing the work among the other members of staff, with the agreement of the Union.

(d) The employment of the employee on pregnancy leave of absence shall be considered terminated if the employee indicates, in writing, that they do not intend to return to work.

(e) An employee absent while on pregnancy leave shall continue to accumulate seniority and vacation entitlement.

22:07 Parental Leave/Adoption Leave

(a) An employee will be granted unpaid parental leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

(i) the birth of the employee's child or

- (ii) the coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental Leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and service benefits during the parental leave. The employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the thirty-five (35) week parental leave. The Employer contribution to OMERS will be continued unless the employee gives written notice that the employee does not intend to pay the employee's contributions.

An employee who is prevented from returning to work by reason of personal illness at the end of the thirty-five (35) week parental leave of absence shall then be considered to be on leave of absence due to illness. Said illness must be justified through presentation to the City/Library Board of a medical certificate stating reason for illness and expected return to work date. Where the Collective Agreement is silent, the *Employment Standards Act* applies.

- (b) The position left vacant by the employee on pregnancy/ parental/ adoption leave may be filled by:

- (i) the use of temporary employees;
- (ii) dividing the work among the other members of the staff, with the agreement of the Union.

The employee or employees filling in this manner shall not gain seniority rights in a temporary position, or be entitled to re-classification while so employed.

- (c) An employee absent while on parental/adoption leave shall continue to accumulate seniority and vacation entitlement.

(d) Employee's Leave at the Time of Partner's Birth of their Child

A **paid** leave of absence of up to **two (2)** days will be granted to an **employee** at the time of their **partner's** birth of their child. This applies to any **two (2)** working days in the days preceding the birth, the day of the birth or the **two (2)** days following the birth.

22:08 Employer's Supplemental Unemployment Benefit Plan (SUB Plan). The following will be applicable to Maternity/Parental/Adoption leaves.

- (a) A full time employee who applies for and qualifies under Article 22:06 and Article 22:07, shall be approved for the Employer's Supplemental Unemployment Benefit Plan (SUB Plan) for one period of fifteen (15) weeks for either Pregnancy or Parental or Adoption leave for a female employee or for one period of fifteen (15) weeks for either Parental or Adoption leave for a male employee.

(b) The SUB Plan will pay seventy five percent (75 %) of the employee's base wage, less the amount paid by Employment Insurance (EI) for up to fifteen (15) weeks providing:

- The employee has completed twelve (12) months of continuous service on the date the leave is to commence.
- The employee qualifies for EI Maternity/Parental/Adoption benefits and continues to receive EI benefits for the fifteen (15) week SUB Plan period.
- The SUB payment to the employee will commence on the pay period after the employee provides to the Library Board a copy of their E.I. payment advice slip.
- The SUB plan does not cover the EI unpaid two week waiting period.
- The SUB payment is subject to all applicable payroll deductions.

(c) An employee, who was in receipt of a SUB plan payment and fails to return from leave or who resigns from the employment of the Library Board within twelve (12) months from the date of their return from the leave, will be obligated to repay to the Library Board all monies paid under the SUB plan. In the event that the employee can not return to work due to illness, the employee shall not be considered to have failed to return from the leave in keeping with the intent of Article 22:07 (a) (ii)

22.09 Employer's Supplemental Unemployment Benefit Plan (SUB Plan). The following will be applicable to Compassionate Leaves commencing February 1, 2015, and thereafter.

(a) A full time employee who applies for and qualifies for Employment Insurance benefits, for a Compassionate Leave, shall be approved for the Employer's Supplemental Unemployment Benefit Plan (SUB Plan) for one period of up to eight (8) weeks.

(b) The SUB Plan will pay seventy five percent (75%) of the employee's base wage, less the amount paid by Employment Insurance (EI) for up to eight (8) weeks providing:

- **The employee has completed their probation period on the date the leave is to commence.**
- **The employee qualifies for EI Compassionate benefits and continues to receive EI benefits for the eight (8) week SUB Plan period.**
- **The SUB payment to the employee will commence on the pay period after the employee provides to the City a copy of their E.I. payment advice slip.**
- **The SUB plan does not cover the EI unpaid two week waiting period.**
- **The SUB payment is subject to all applicable payroll deductions.**

(c) An employee, who was in receipt of a SUB plan payment and fails to return from the approved leave period, will be obligated to repay to the Library Board all monies paid under the SUB plan. In the event that the employee cannot return to work due to illness, the employee shall not be considered to have failed to return from the leave.

22.10 Paid Jury Witness Leave

An employee who is obligated to serve as a juror, a court witness, or a witness at an inquest shall be paid the employee's regular rate of pay for the time served during the regular working hours, upon transferring to the City the payment the employee received exclusive of payment for travel, meals or other expenses. Upon completion of the employee's jury duty or witness service, or a witness at an inquest, they shall present to their Department Head a document from the court or the coroner showing the period of such service. Employees who work afternoon or evening shifts shall not be required to report to their shift after serving as a juror or court witness or a witness at an inquest.

22:11 Attendance at Conferences and Conventions

(a) The Employer will endeavour to send employees to the annual library conferences of the Provincial and National organizations, subject to financial ability of the Employer. If an employee has a specialist qualification they may attend an annual conference in subject specialization in lieu of a library conference. Applicants, in this case, must be personal members of the association or organization sponsoring the conference. An employee invited to participate in a conference or convention shall receive first consideration.

(b) In cases where the Employer does not have the financial ability but the employee would like to attend a conference or convention at their own expense, the employee may request in writing that the time spent in transit and in attendance at the conference or convention be deducted from their lieu time or vacation. The employer would allow two (2) paid days per year per employee to attend these conferences or conventions.

22:12 Professional Development

The Employer, subject to financial ability, shall give employees the opportunity to participate in **any** library oriented seminars, workshops, or short courses, **which provide advantages to the employee in performing their job assignments**, with the **approval** of their supervisor. At the discretion of the Employer, an employee shall be given assistance to undertake library oriented research and projects.

22:13 Personal Leave (**Unpaid Leave**)

A leave of absence of up to six (6) months for personal reasons, without pay or benefits, will be granted to an employee, provided such leaves are for good and sufficient reasons and can be granted consistent with the requirements of the Library. A leave request must be approved by the Department Manager, in consultation with the **Chief Executive Officer**.

Seniority is retained up to the commencement of the leave but no seniority is accumulated for the duration of the leave period. Seniority accumulation commences on the return to work.

If in cases of emergency the request is made on a weekend, a holiday or at night, then permission shall be confirmed no later than the first working day following the request.

Employees must use their unscheduled vacation entitlement and all eligible lieu time before an unpaid leave can commence. If scheduled vacation is in the requested leave period it would need to be used.

Requests for personal leaves in excess of six (6) months will be considered providing the request is approved by the Department Manager in consultation with the **Chief Executive Officer** and the Union.

22:14 Citizenship Leave

An employee shall be allowed the necessary time off, up to one (1) day, with pay to process their Canadian citizenship application,

22:15 Leave of Absence 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.

ARTICLE 23:00 PAYMENT OF WAGES AND ALLOWANCES

23:01 Pay Days

The employee's pay stub will show the earnings to date, the sick time accumulated to date, and any lieu days accumulated to date.

23:02 Joint Pay Equity/Job Evaluation Plan

The Joint Job Evaluation Maintenance Plan agreed between the parties to ensure the continuation of the Job Evaluation Plan forms part of the Collective Agreement.

23:03 (a) Pay on Temporary Promotions

When an employee temporarily relieves or is assigned to perform the principal duties of a higher classified position for which a salary range has been established, they shall receive the rate in the salary range which is higher than their previous rate on the second (2nd) working day.

(b) When a higher position outside the bargaining unit is filled on a temporary basis, the employee shall receive the base rate of the new position. The criteria for promotion shall apply in this instance. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary promotion.

(c) When an employee filling a position on a temporary basis is appointed permanently to such position, the effective date of promotion shall be from when the position was first filled on a temporary basis.

(d) When an employee is temporarily assigned to a position paying a lower rate, their present pay shall not be reduced.

23:04 (a) Use of Employee Vehicle on Employer's Business

The allowance paid to employees for use of their own automobiles for the Employer's business shall be the approved City of Guelph corporate rate, which is \$0.45 per kilometre. If the corporate rate increases, employees of the Guelph Public Library Board will receive the increased rate on the date of change. Authority for such use shall be given by the **Chief Executive Officer** upon the recommendation of the employee's Department Head. Employees shall provide a reading of kilometres traveled on behalf of the Employer.

(b) Employees required to maintain a special class licence or permit for the purpose of employment, have the sole responsibility to insure that such a licence or permit is kept up to date according to the Ministry of Transportation regulations.

23:05 Cash Shortages

An employee handling cash shall not be responsible for any shortage except in the case of criminal negligence.

23:06 Annual Increments

Full-time Employees:

Where annual increments apply, they shall be given to the employee on the anniversary date of the commencement of their employment with the Library Board, or the anniversary date of any change in employment status and such increase shall be reflected on the next following pay.

Part-time Employees:

Part-time employees will move through Schedule A based on hours worked; that being:

Start

- (i) **Four hundred (400)** hours worked;
- (ii) **Eight hundred (800)** hours worked;
- (iii) **One thousand, two hundred (1,200)** hours worked; and
- (iv) **One thousand, six hundred (1,600)** hours worked.

Increases shall be reflected on the next pay following achievement of each level.

23:07 Wage Rates and Job Grades -- Schedule A

Attached to this Agreement and forming an integral part thereof shall be Schedule "A" – CUPE Local 1946/Guelph Public Library Internal Equity Salary Grid and Salary Administration Notes, setting forth the wage rates and job grades and classifications. All employees covered by this Agreement shall be paid in accordance with the Internal Equity Grid in the job grade and the rate that is commensurate with the job duties for the position.

23:08 Bookmobile Driver / Clerk

When operating the bookmobile, a Part-Time Bookmobile Driver/Clerk with at least twelve (12) months of service shall be paid at the increment rate in the higher job grade which is at least three (3) wage rates above their current Clerk rate of pay.

Thereafter, further progress in the higher job grade shall depend upon the part-time progression criteria set out in Article 23:06.

ARTICLE 24:00 HEALTH AND SAFETY

24:01 (a) The Board shall observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees. The employees will adhere to safety practices.

(b) Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety Committee to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.

(c) The Library and the Union shall develop, agree and follow terms of reference for the Joint Health and Safety Committee, and such terms of reference shall only be amended by mutual agreement.

24:02 The Library shall provide the Union President with a copy of the "Employer's Report of Injury or Disease" (Form 7) when submitting same to the Workers' Safety and Insurance Board.

24:03 Protective Clothing and Safety Footwear

The Library, at the time of hire, shall provide to employees who operate the Bookmobile the following:

- (i) A voucher for one (1) pair of approved CSA safety footwear purchased from an approved supplier. The voucher would be equal to the current agreed to CUPE 973/241 amount.
- (ii) One (1) Library issued winter parka
- (iii) One (1) mechanics smock

Such items will be replaced provided that the employee turns in the worn out Article(s) that require replacement.

ARTICLE 25:00 EMPLOYEE BENEFITS

25:01 The Library Board agrees to pay 100% of the premium cost of the following benefits, which are subject to the conditions of the Benefits Carrier:

Eligible benefit coverage under the plan for a dependent child will be extended to age 25, if the dependent child provides evidence that:

- (i) They are enrolled in a full time accredited program at a college, university or other institute of higher learning.
 - (ii) They are enrolled in a recognized apprenticeship program in order to attain a licensed trade.
 - (iii) They are involved in a co-op program or placement involving a full time accredited program.
- (a) Manulife Semi-Private Hospital coverage.
Plan pays difference between Ward charge and Semi-private charge.
 - (b) Manulife Extended Health Care Plan or equivalent - Code 10/20

Full details of the Extended Health coverage are in the Benefit Providers employee handbook and include the following:

Prescription drugs with a dispensing fee cap per prescription of \$8.50, for the duration of the contract.

Effective February 1, 2014, Sexual Health and Wellness Drugs.

Ambulance Service

When authorized in writing by the patient's physician the following are covered to plan limits:

Prosthetic Appliances, durable medial equipment, medical services and supplies, orthotics

Paramedical Services, including clinical psychologist, speech pathologist, podiatrist

Physiotherapy Coverage:

\$800 maximum per calendar year, no deductible.

Effective February 1, 2015, \$900 per calendar year, for the duration of the contract.

Massage Therapy:

\$500 maximum per calendar year, no deductible,

Effective February 1, 2010 - \$600 maximum per calendar year, no deductible, (reflexology may be used as part of the maximum massage therapy amount).

Effective February 1, 2013 - \$700 maximum per calendar year, no deductible, (reflexology may be used as part of the maximum massage therapy amount), for the duration of the contract.

Chiropractic Coverage:

\$700 maximum per calendar year, no deductible.

Effective February 1, 2015, \$800 per calendar year, for the duration of the contract.

Acupuncture, Naturopath, Homeopath and Osteopath:

Coverage to a combined maximum of \$600 per covered individual annually for acupuncture, naturopath, homeopath and osteopath, for the duration of the contract.
Note – this applies to the services of a health care provider registered in these professions only and duly licensed.

Sleep Apnea:

Sleep apnea coverage to a maximum of \$500 per covered individual per calendar year, for the duration of the contract.

Specialized Tests:

The Benefit carrier shall pay for the full cost of the following Specialized Diagnostic Tests required by the employee's physician (PSA, CA-125, HRT), for the duration of the contract.

(c) Group Term Life Insurance:

Employee: Two times (2X) annualized wage (current hourly rate X 1820 hrs.) with a minimum of \$55,000.00, for the duration of the contract.

Dependent coverage:

Spouse \$10,000 – for the duration of the contract

Each dependant child \$ 5,000 – for the duration of the contract

Retired employees up to age 65 - \$25,000 – for the duration of the contract

Accidental Death & Dismemberment Insurance: Two times (2X) annualized wage.
(Equal to amount of Life Insurance) - for the duration of the contract

(d) Manulife Dental Plan # 12 or equivalent. Dental recall examinations every nine months for adults, 6 months for dependent children. Previous year O.D.A. fee schedule.

Orthodontic Plan – rider at 50 - 50 co-payment schedule
\$2,400 Lifetime maximum.

Effective February 1, 2013, \$2,600 Lifetime maximum – rider at 50 – 50 co-payment schedule, for the duration of the contract

Major Restorative Plan

100% plan pay up to \$2,400 plan maximum per year

Effective February 1, 2014, 100% plan pay up to \$2800 plan maximum per year.

Effective February 1, 2015, 100% plan pay up to \$2900 plan maximum per year.

(e) The Library Board will pay 100% of the premium cost of Vision Care for each person covered as follows:

\$350.00 every two years

Effective February 1, 2010 - \$400.00 per twenty four (24) months

Effective February 1, 2013, plan maximum increases to \$450 per twenty-four (24) months, for the duration of the contract.

The total or any remaining balance in the employee's vision care coverage may be used by the employee toward the cost of payment for laser eye surgery (once in 24 months).

The benefit plan shall pay for the full cost of eye examinations bi-annually, over and above the amount for allowance every 24 months for the duration of the contract.

(f) The Library Board will pay 100% of the premium cost of the Audio Plan I (Hearing Aid Plan) providing the cost of a hearing aid plus dispensing fee once every 3 years for each person covered.

The benefit plan shall pay for the cost of an audiology test to a maximum of \$80.00 every 36 months, for the duration of the contract.

(g) Long Term Disability Insurance (LTD)

(i) LTD Waiting Period – Twenty-six (26) weeks.

(ii) LTD Duration – Coverage up to twenty four (24) months, if disabled from doing the employee's own occupation, or to age sixty-five (65), if the employee is totally disabled.

(iii) LTD Benefit level - seventy-five percent (75%) of base salary at the date of disability.

(iv) Employee Medical Benefits provided by the City are paid up to thirty-six (36) months for an employee on an approved medical leave of absence.

Note: All benefit changes in the first year will take effect the first (1st) day of the month immediately following ratification. All benefit changes in the second, third **and fourth** year will take effect on February 1st of the year.

25:02 Part-time employees hired after April 20, 1998, who are hired to work less than twenty (20) hours per week will not be entitled to any benefits. Part-time employees who are hired to work twenty (20) hours or more per week will be entitled to full benefit coverage. There will be no changes to the benefits for full-time or part-time employees on staff on April 20, 1998. Any full-time employee on staff on the date of signing of the memorandum who applies for and is accepted for a part-time job with the Library will continue to receive the benefits package with no restrictions due to the number of hours worked. It is not the intention of the Board to reduce the hours worked of any position without the consent of the incumbent.

25:03 Pension Plans

(a) In addition to the Canada Pension Plan, every permanent employee shall join the Ontario Municipal Employees Retirement System.

(b) In addition to the Canada Pension Plan, all permanent part-time employees as a total group shall be allowed to join the Ontario Municipal Employees Retirement System.

25:04 Retirement

(a) The normal retirement age for all employees shall be the last day of the month in which they attain their sixty-fifth (65) birthday.

(b) The Library will pay one hundred percent (100%) of the premium cost of (a), (b), (c), (d), (e) and (f) benefits as per Article 25.01 for an employee voluntarily electing retirement until the retired employee's 65th birthday, subject to the following conditions:

- i. This program will be extended only to employees voluntarily electing retirement before the age of 65 and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date.

- ii. The retiring employee must have a minimum of ten (10) years continuous employment with the Library at the time of retirement to be eligible for this program.
- iii. The above benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's 65th birthday.
- iv. In the event of the employee's death before their 65th birthday, the employee's spouse shall continue to receive the benefits in **25.01** (a), (b), (d), (e) and (f) from the date of the employee's death until the employee's spouse reaches their 65th birthday. Benefit entitlement under this clause will cease when the deceased employee's spouse secures benefit coverage equivalent to or better than those set out in **25.01** (a), (b), (d) (e) and (f).

25:05 The Library Board may change carriers from time to time, provided that the benefits and conditions will at least be equivalent to those now in effect, and provided that the Library Board provides the Union with at least sixty (60) days advance notice of the change along with the specifications, coverage and conditions of benefits to be provided by the new carrier. This does not apply to OHIP or any plan mandated by law.

Any dispute between the parties regarding any of the benefits, conditions, specifications and coverage provided by the current benefit carrier and those to be provided by the new benefit carrier shall be referred first to a meeting of the parties.

25:06 The Union may request in writing during the term of a Collective Agreement the cost to the Library Board of the benefits under Article 25:00, following which the Library Board will provide the Union with the premium costs to the Library Board of the benefits categorized into single and family coverage.

The parties have agreed to provide each other with at least two (2) working days written notice of any legal strike or legal lockout action. Where the Union has provided the Library Board with at least two (2) working days notice of any legal strike and undertakes to reimburse the Library Board for the continuation of the benefits set out above, the Library Board shall invoice the Union and accept payment from the Union on a bi-weekly basis in advance of the period to be covered and shall ensure that such benefits are continued as provided for as long as the payment continues.

Any dispute concerning the continuation of benefits during a legal strike or lockout shall be a matter for a policy grievance and may be referred to arbitration. An arbitrator shall have jurisdiction to hear any grievance concerning this Article.

25:07 An employee who is charged with an offence for any act or omission arising out of carrying out the employee's duties shall have their legal costs paid by the employer, if they are found not guilty, or the charge is withdrawn. The employee's legal cost will not be paid by the employer in cases where the employee is found guilty of the original offence or any reduced charge relating to the original offence. The employee's selection of a lawyer must be ratified by the employer, prior the lawyer being retained.

25:08 Benefits – Employees Working Past Age 65

Health, dental, travel and short term disability coverage will be provided to employees choosing to work beyond 65 except that:

(a) The Ontario Drug Benefit Plan will be the "first payer" for drug coverage for covered individuals over the age of 65. This could be the employee only or it could be the employee and the spouse depending on the ages. The Ontario Drug Benefit Plan at this time requires the

employee to pay the first \$100 and then \$6.11 per prescription. An employee over age 65 would be responsible for the ODBP costs in effect at any point in time.

The Insurance Carrier would pay for eligible items not covered by the Ontario Drug Benefit Plan but otherwise covered under the City Plan.

(b) Short Term Disability for CUPE 1946 employees: coverage would cover up to twenty-six (26) weeks, subject to an approved valid claim and providing they are actively employed.

(c) Life Insurance: The amount of Life Insurance on employees over the age of 65 would be \$10,000.00 while they are still actively employed.

(d) Long Term Disability: There is no LTD coverage for an employee working past age 65.

(e) OMERS: Contributions to OMERS would continue for the employee and for the employer, as long as the employee is active up to the employee's 69th birthday. IF the employee is still working at age 69, they would be eligible to collect OMERS and be paid their wages by the employer.

ARTICLE 26:00 TECHNOLOGICAL AND OTHER CHANGES

26:01 When the Employer is considering the introduction of technological change that will adversely affect the wage rate of the employee the Employer agrees to notify the Union as far as possible in advance of its intentions, and the Employer shall provide the Union, at least one hundred and twenty (120) calendar days before the introduction of a technological change, with a detailed description of the project it intends to carry out.

The notice mentioned in Article 26:01 shall be given in writing and shall contain pertinent data including the nature of the change, the date on which the Employer proposes to affect the change.

No regular employee shall be dismissed or have their regular hours reduced by the Employer because of a technological change. An employee whose job has changed or who is displaced from their job by virtue of technological change will suffer no reduction in normal earnings.

An employee who is rendered redundant or displaced from their job as a result of technological or other change shall be given an opportunity to fill any vacancy for which the employee has seniority and which the employee is able to perform. If there is no vacancy the employee shall have the right to displace employees with less seniority, provided the employee is able to perform the job.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, the Employer shall provide on the job training for a period of not more than six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

No additional employees shall be hired by the employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

ARTICLE 27:00 GENERAL

27:01 Bulletin Boards

The Employer shall provide the Union with bulletin boards, which shall be placed so that all employees will have access to them. The subject matter of any notice posted shall be restricted to notices of meetings, campaigns and the results of elections pertaining to the local Union, or of recreational, educational, cultural, social activities and other material as specified in this agreement. All material shall be submitted to the **Chief Executive Officer** for approval and all Union notices shall be signed by a Union official before posting.

27:02 Printing of the Collective Agreement

The Library shall pay for the printing of the collective agreement in a form that is mutually agreed between the parties. The Library shall ensure the printing of enough copies of the collective agreement for all current employees and for new employees that will likely be hired during the term of the agreement and for the use of the Union.

The Employer shall provide the Union with sufficient copies of the collective agreement for all members of the bargaining unit as soon as possible following signing of the Agreement.

27:03 All provisions in this agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this agreement, this entire agreement shall not be invalidated and the existing rights, privileges and obligations per this agreement shall remain in existence.

27:04 Plural or Feminine Terms May Apply

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

ARTICLE 28:00 AMALGAMATION, MERGER, REGIONAL GOVERNMENT SALE OF BUSINESS

28:01 Should the City of Guelph, the Guelph Public Library, Wellington County, its Townships or their respective advisors/consultants plan to, or merge, amalgamate or combine any of their operations or functions with each other and with the City of Guelph and the Guelph Public Library or should the City of Guelph and/or Guelph Public Library plan to or merge, amalgamate or combine any of their operations or functions with another municipal or private sector employer or transfer, convey or lease any of its operations or functions to another municipal or private sector employer, the Corporation and the Library will contact the Union immediately.

Should the provincial government plan to, or merge, amalgamate or combine any of the operations or functions of the City of Guelph and the Guelph Public Library, Wellington County or its Townships, the Corporation and the Library will contact the Union immediately. The City/Library and the Union representatives will, without delay, meet to discuss the plan of the City of Guelph, Wellington County, its Townships, the provincial government or their advisors/consultants.

The Employer (the City and the Library) and the Union will meet with the new Municipal employer or private sector employer in order to make every effort to ensure the retention of seniority rights, salary and wage levels, vacation and premiums, etc. for each employee who will be transferred to the other Municipal employer or private sector employer. The City and the Library shall make every effort to ensure that no bargaining unit employee shall be deemed redundant or laid-off as a result of the amalgamation of any services of any other municipality.

28:02 Contracting Out and Job Security

(a) No employee with two (2) or more year's seniority shall be laid off as a result of the Library contracting out any services or work performed, in whole or in part by members of the bargaining unit.

(b) No employee with two (2) or more years seniority shall be laid off as a result of the Library assuming the operations, services and/or employees of any other municipality or of any other public service, private sector corporation or of any public-private partnership arrangement not presently represented by the Union.

28:03 The parties agree that Wellington county's "Ontario Works Business Plan" or any successor or similar plan will not be used to displace or replace any paid work of full-time or part-time employees. The Library Board agrees that "Ontario Works" clients/ placement shall not be placed into any work that is or may be covered in whole or in part by Article 3:01 of the Collective Agreement.

28:04 The Library will undertake to review with the Union any contracts currently performed by private contractors involving any work or service that may reasonably be performed by Library employees. This will be done within ninety (90) days after ratification of the contract. Thereafter, review would be on an annual basis. The purpose of this review will be to offer disclosure of such contracts to the Union on an ongoing basis and to allow a full and open discussion of the possibility that these services may be performed by Library employees.

ARTICLE 29:00 TERM OF AGREEMENT

29:01 This agreement shall be binding and remain in effect from February 1, 2012 to January 31, 2016 and shall continue from year to year thereafter unless either party gives to the other party notice in writing, within a period of ninety (90) days prior to the 31st of January that it desires its termination or amendment.

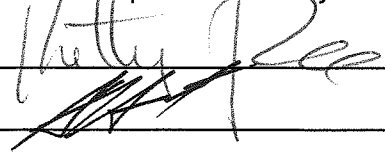
29:02 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

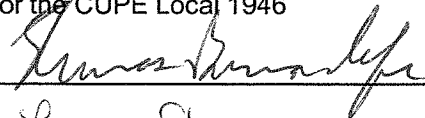
29:03 Retroactive pay shall apply to any permanent full-time or permanent part-time employee who has served their employment between the termination of this agreement and the effective date of the new agreement and to those who have retired or become deceased. These employees shall receive the full retroactivity of any increase in wages or other improvements in the collective agreement.

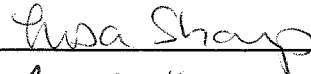
Signed at Guelph, Ontario this 23rd day of April 2012


For the Guelph Public Library Board

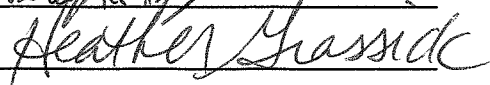


For the CUPE Local 1946









SALARY ADMINISTRATION NOTES:

1. The hourly and salary rates set out in the 1946 Internal Equity Salary Grid are the pay rates determined in accordance with the Pay Equity and Job Evaluation Maintenance Plan.
2. The weekly salary rates represent a thirty-five (35) hour work week.
3. A permanent employee who is selected for a new position or vacancy, either permanent or temporary, shall be paid as follows:
 - (i) for transfers to positions in the same job grade, the employee shall be paid at the same increment in the same job grade:
 - (ii) for promotions or transfers to positions in a higher job grade, the employee shall be paid at the increment level in the higher job grade that is immediately higher in their current salary rate;
 - (iii) for transfers to positions in a lower job grade, the employee shall be paid at the increment level in the lower job grade that is immediately lower than their current salary rate.

APPENDIX "A"

The Library Board recognizes the statement of Intellectual Freedom as adopted by the Canadian Library Association. It is understood that the application of the statement of Intellectual Freedom is not a matter for Grievance.

APPENDIX "B"
**PAY EQUITY PLAN AND
JOB EVALUATION MAINTENANCE PLAN**
Terms of Reference
As of February 29, 2012

PREAMBLE AND PURPOSE:

This Pay Equity and Job Evaluation Maintenance Plan has been mutually agreed between the parties in order to provide an ongoing maintenance mechanism for the Pay Equity and Job Evaluation system that has been developed by the parties.

This Maintenance Plan includes the "Gender Neutral Job Evaluation Manual" and is supplemental to and forms part of the current Collective Agreement between the City of Guelph and CUPE Local 973 and the current Collective Agreement between the Guelph Public Library and CUPE Local 1946 as Schedule "C".

ARTICLE 1 – GENERAL PROVISIONS

1.1 THE STEERING COMMITTEE

a) Role

The Steering Committee negotiates and oversees the entire job evaluation process including determining the nature of the plan; the composition and mandate of the various committees; all related policies, procedures, guidelines and document development associated with the processes. The Steering Committee also determines the weighting, bands and associated job grades.

b) Composition

The Steering Committee will be comprised of Human Resources and/or other management representatives and CUPE Locals 973 and 1946 Union Executive Members and CUPE National Representatives.

c) Responsibilities

- i) To negotiate and develop the Terms of Reference.
- ii) To negotiate and develop factor weighting, banding and associated job grades.
- iii) To deal with any necessary changes or amendments to the JE plan or process on an ongoing basis as mutually agreed.
- iv) Joint information sessions during work hours shall be conducted by the parties to ensure that employees are familiar with the JE process. The parties shall jointly author information bulletins during the process for employees and management staff. Training where necessary for new members of the JJEC by the CUPE JE Representative and a member of Management shall be scheduled far enough in advance to ensure that such training occurs prior to the first day of rating of jobs by the JJEC.

- 1.2 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the following four legislated factors which are further broken down by the Job Evaluation Plan into 11 subfactors as follows:

Skill:

1. Knowledge

2. Experience
3. Judgement

Effort:

4. Mental Effort / Concentration
5. Physical Activity
6. Dexterity

Responsibility:

7. Accountability
8. Safety of Others
9. Leadership
10. Contacts

Working Conditions:

11. Disagreeable Conditions

1.3 Job Evaluations serve to:

- (a) Group jobs having relatively equivalent point values into the same grade;
- (b) Provide the basis from which to gauge equitable wage grade relationships between the jobs;
- (c) Form the foundation from which to measure changes in job content;
- (d) Enable the assignment of jobs into their proper wage grade in Schedule "A".

1.4 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, volume of work, ordinary tact and common courtesy.

1.5 In the application of the Rating Manual the following general rules shall apply:

- (a) It is the content of the job that is being analyzed, not the individual doing the job;
- (b) Jobs are to be evaluated without regard to existing job rates;
- (c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition and the description of each factor level;
- (d) No interpolation of factor degrees is to be made in the use of this programme (i.e. no insertion of a factor rating that falls between the established degrees of the factor);
- (e) The job posting and rating of each job shall be relative to, consistent with, and conform to the job postings and ratings of the benchmark jobs and all other jobs in the bargaining unit.
- (f) Committee members are not provided "grade" information. The role of the Committee is to ensure that the information provided is rated by assigning the appropriate degree in the rating manual. The net effect of the process will result in a grade for the position; however, the Committee must not have this information to keep the integrity of the process.

1.6 The Compensation Specialist will maintain a job file for each position. This file must contain any information that was used to establish the rating for the position including Job Fact Questionnaires, Reconsideration Forms, Job postings etc. The final rating sheets, dated and signed off by both Co-Chairs must be in all job files to serve as the official rating sheet for each position.

1.7 The completed Job Fact Questionnaire is necessary for the purpose of rating a job and assigning the job into the proper wage grade in Schedule "A". The information in the JFQ should be precise and sufficient in detail to accurately rate the job, as well as to enable the creation of an accurate summary of duties herein called the job posting.

ARTICLE 2 - THE JOINT JOB EVALUATION COMMITTEE (JJEC):

- 2.1 The Joint Job Evaluation Committee (JJEC) shall be comprised of four (4) representatives of CUPE and four (4) representatives of the Employer.
- 2.2 No members of the Union Executive or Department Heads may be on the JJEC. There are two Advisors to the Committee, the Manager of Compensation, Benefits and HRIS for the City and the National Representative for CUPE.
- 2.3 A quorum for the JJEC meetings shall be six (6) members, with a minimum of three (3) members each from the Employer and C.U.P.E.; including a minimum of one (1) member each from Local 973 and Local 1946. The Union and the Employer members of the Committee shall each appoint a co-chairperson.
- 2.4 Each party may appoint two (2) alternate representatives to serve as replacements at each parties respective leisure. The alternates shall attend training and must be rotated in to the committee evaluation meetings from time to time to ensure that they remain familiar with the process, understand the terminology and application of the JE Manual to effectively evaluate the positions.
- 2.5 The Compensation Specialist will provide administrative support to the JJEC. The JJEC shall provide detailed rationales for their decisions on the rating sheets that support the degree factor given for each sub-factor. The Compensation Specialist will record the JJEC's ratings for all sub-factors that are reached by consensus. If consensus cannot be reached by the JJEC, refer to the "Settlement of Disagreements" section in Article 7 herein.
- 2.6 It shall be the responsibility of the Compensation Specialist to provide a copy of the Rating Sheet, which has been signed by both co-chairs, to the incumbent(s) and management staff.

ARTICLE 3 – NEW POSITIONS

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

- 3.1 The Department shall prepare a job posting and the job fact questionnaire and forward to the Compensation Specialist.
- 3.2 The Compensation Specialist will use the provided job posting and job fact questionnaire to rate the job according to the procedures set out in the Rating Manual.
- 3.3 The Compensation Specialist will notify management staff of the resulting interim job grade for the position.
- 3.4 The job shall be posted and any person who is successful to the posting shall be paid the interim job grade established by the Employer.
- 3.5 A full Job Fact Questionnaire must be completed by the incumbent and submitted to their Supervisor for signoff and a copy to the Compensation Specialist, within six (6) months of their start date. The Supervisor will provide comments under each sub-factor to support or provide clarity to the information provided by the incumbent. Once the Supervisor and incumbent have signed off on the Job Fact Questionnaire it is forwarded to the Compensation Specialist in Human Resources to be evaluated under the agreed to process.
- 3.6 If an updated questionnaire is not received within the specified six (6) month time period, after the seven (7) month, the Compensation Specialist will provide a final notice to the incumbent, the Supervisor and the Union. The incumbent may submit at a later date, however, if there is an increase in the rating it will be from the date submitted and not the start date of the position. If there is a decrease in the rating the process as outlined in Article 8.3 will be followed from the time in the position.
- 3.7 It is understood that (upon request) the current incumbent(s) in the classification shall have the right to receive copies of all previously submitted documentation that was used to determine the interim job grade.

- 3.8 The Compensation Specialist will review the submitted Job Fact Questionnaire to ensure completeness. If additional information is required the Compensation Specialist may interview the employee, the supervisor, the manager or visit the job site as required.
- 3.9 The Compensation Specialist will schedule a meeting of the JJEC to review the full Job Fact Questionnaire. The Committee shall rate the job according to the procedures set out in the Rating Manual.
- 3.10 The Compensation Specialist will notify the employee and management staff of the result of the JJEC and the position will be officially placed within Schedule A of the Collective Agreement.
- 3.11 Upon final resolution of the job posting and rating, the provisions of Article 6 herein, shall apply to an employee who was assigned to the job at an interim rate.
- 3.12 If either the Employee or the Supervisor is not satisfied with the rating, they may file an Appeal as directed in Article 5 herein.

ARTICLE 4 – CHANGES TO EXISTING POSITIONS

- 4.1 Provisions for maintaining the job postings and job ratings and making the necessary adjustments that occur from time to time, as a result of new, or changed, conditions.
- 4.2 Requests for reconsideration under the job evaluation plan may be initiated by either the incumbent or by management by completing the Request for Reconsideration Form, subject to the provisions of the Pay Equity Act, and may only be made upon the following conditions being present:

Typically one of the following has occurred and therefore caused a change in the position.

- (a) Ongoing significant change(s) to the scope or function required of the position due:
 - o to transfer of duties to or from another level of government;
 - o a program, policy or procedural change as directed by Council;
 - o new, revised or repealed legislation which affects job content;
 - o additional duties and/or responsibilities as assigned by the employer on a regular and ongoing basis.
 - (b) Change(s) to the position following a restructure of the immediate organizational area
 - (c) Change(s) to the position as a result of redesign or change(s) to other jobs that directly affect the functions and/or focus of the position
 - (d) Change(s) to the position as a result of the restructure of another organizational area that directly affects the function and/or focus of the position.
- 4.3 Whenever the Employer changes the qualifications, duties and responsibilities of a job, or whenever the incumbent(s) or Union feel that the qualifications, duties and responsibilities of a job have changed a Request for Reconsideration Form must be completed and submitted to the Compensation Specialist.
 - (a) The incumbent(s)/Union or the Supervisor/Employer may request a job reconsideration by completing and submitting a Request for Reconsideration Form.
 - (b) Upon receipt of a completed Reconsideration Form, the Compensation Specialist will review the Job Fact Questionnaire to ensure completeness.
 - (c) The Compensation Specialist will schedule a meeting with the Co-Chairs of the JJEC who will review the Request for Reconsideration Form and determine if there is sufficient information to support a change in the ratings for the position. There will be a Co-Chair from CUPE Local 973 and CUPE Local

1946 appointed by their respective Locals. Management may provide up to 2 Co-Chairs for this review.

- (d) If additional information is required the Compensation Specialist and the Co-Chairs may interview the employee, the supervisor, the manager or visit the job site as required.
- (e) If it is determined that the information provided will have an impact on the ratings of any sub-factors, the JJEC will be convened to complete the reconsideration for the position.
- (f) The Compensation Specialist will notify the employee and management staff of the result of the review.
- (g) If either the employee or the Supervisor is not satisfied with the rating they may submit a Reconsideration Form containing new information to the Compensation Specialist who will arrange an Appeal Hearing with the JJEC per Article 5 herein.

ARTICLE 5 – PROCESS FOR AN APPEAL:

- 5.1 Either the incumbent(s) or the supervisor may appeal the rating by completing and submitting a Request for Reconsideration Form containing new information and stating the reason(s) for disagreeing with the rating for the job.
- 5.2 Any such request shall be submitted within **thirty (30) calendar** days of the receipt of the Rating Form.
- 5.3 If the incumbent(s) are off due to an illness or on an approved leave, additional time to submit the Request for Reconsideration will be provided.
- 5.4 Upon receipt of a completed Reconsideration Form, the Compensation Specialist will review the Reconsideration Request to ensure completeness.
- 5.5 The Compensation Specialist will schedule a meeting of the JJEC to review the Reconsideration Form.
- 5.6 Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee.
- 5.7 The JJEC shall review use the Reconsideration Form. If additional information is required the Compensation Specialist and JJEC may interview the employee, the supervisor, the manager or visit the job site clarify information and to make a final decision on the positions rating.
- 5.8 The Compensation Specialist will provide a copy of the ratings by the JJEC which have been signed off by both co-chairs, to the incumbent(s) and applicable management staff.
- 5.9 The JJEC decision and ratings as a result of an Appeal Hearing are final and binding.

ARTICLE 6 - JOB EVALUATION TRACKING & REPORTING

- 6.1 The Compensation Specialist will maintain a master tracking spreadsheet of all union positions including: titles, dates of last review, type of review, and ratings.
- 6.2 Annually the Union Presidents, the Manager of Compensation and the Compensation Specialist will meet to review the tracking spreadsheet.
- 6.3 After reviewing the tracking spreadsheet, the Union Presidents or the Manager of Compensation may request that a position that has not been reviewed in the past four years be reviewed.

ARTICLE 7 – REQUEST FOR COMPREHENSIVE REVIEW

- 7.1 Either the Employer or the Union(s) may request a comprehensive review (review of all positions) but not more than once every four years.
- 7.2 The first four year cycle will only start after completion of the current 4 year review.
- 7.3 Upon request, the Employer will have two years to schedule the review. All new position reviews and reconsiderations will continue during this timeframe to ensure maintenance of the job evaluation program continues.

ARTICLE 8 – SALARY ADMINISTRATION

- 8.1 New positions – rated higher: If the job is rated at a pay grade higher than the existing pay grade, the incumbent(s)' rate of pay shall be adjusted retroactive to the employee's start date providing that the information was provided within the established timeline or from the date the completed questionnaire was first provided to their Supervisor/Manager and a copy to the Compensation Specialist. The incumbent(s) will be placed in the same step that they were placed in on the lower pay grade. The employees will continue to receive all economic increases as negotiated by the parties for the duration of the collective agreement.
- 8.2 Changes to the existing job – rated higher: If the job is rated at a pay grade higher than the existing pay grade, the incumbent(s)' rate of pay shall be adjusted retroactive to the date of the Job Evaluation Reconsideration Form was received in Compensation or a maximum of six (6) months.
- 8.3 New positions or changes result in a lower rating: If the incumbent is at Level 4 or Level 5 (the job rate) of the higher job grade, the employee shall be "grand parented" at that rate of pay. The employee shall remain at the "grand parented" rate in the higher job grade until the job rate of the lower job grade catches up to and exceeds the grand parented rate, as set out in 1.5(a).

If the incumbent is at Levels 1 to 3 of the higher job grade, the employee shall be placed in the lower job grade as evaluated by the J.J.E.C. and paid at the next higher salary level that gives the employee an increase in salary. If this next higher salary level is not the job rate, the employee will continue to progress through the levels of the salary grid in the lower job grade in accordance with the time periods set out on the Salary Grid until they reach the job rate in the lower job grade. The employee shall continue to receive any economic salary increases as set out in 1.5(a)
- 8.4 Once the incumbent vacates this position, the salary rate for the vacancy will be in accordance with the revised rating for the position.

ARTICLE 9 - SETTLEMENT OF DISAGREEMENTS:

- 9.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-chairpersons of the Committee shall request, within (10) working days, a meeting with the two advisors and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors, the Committee is unable to agree upon the matter(s) in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact within fifteen (15) working days.
- 9.2 If the issue in dispute is a pay equity issue, then the parties shall notify the Pay Equity Commission to have a review officer appointed. If the issue in dispute is other than pay equity, then either party may, by written notice to the other party, refer the matter(s) in dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on the arbitrator, either party may request the Minister of Labour to appoint an arbitrator.
- 9.3 The arbitrator shall decide the matter(s) upon which the JJEC has been unable to agree and their decision shall be final and binding on the JJEC, the Employer, the Union and all of the affected employees. The

arbitrator shall be bound by these Terms of Reference and the Pay Equity and Job Evaluation Plan and they shall not have any power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be strictly limited to the matter(s) in dispute as submitted by the parties.

- 9.4 The Union and the Employer shall be the sole parties to the arbitration hearing and shall have the right to present evidence and arguments concerning the matter(s) in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other persons to present evidence, as deemed necessary.
- 9.5 The arbitrator's fees and expenses shall be borne equally between the parties.
- 9.6 The time limits contained in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 10 - APPLYING THE RATING TO THE SALARY RANGES:

- 10.1 The total point allocation shall be used to determine the salary range for the position based upon the following table:

Job Grade	Job Evaluation Point Band
1	140 - 164
2	165 - 189
3	190 - 214
4	215 - 239
5	240 - 264
6	265 - 289
7	290 - 314
8	315 - 339
9	340 - 364
10	365 - 389
11	390 - 414
12	415 - 439

GLOSSARY OF TERMS

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

Benchmark Rating: The Compensation Specialist will do the initial rating for a new position using the Job Evaluation Plan.

Collective Agreement: The Collective Agreement currently in effect between the Employer and the Union.

Compensation Specialist: This is a position in the Human Resources Department held by an individual(s) trained in job evaluation. The Compensation Specialist will ensure that employees will provide appropriate documentation that describes the skill, effort, responsibility and working conditions in order to accurately designate an appropriate wage in accordance with the Job Evaluation Plan as set out in the Collective Agreement, for all positions in the respective bargaining units.

Consensus: A group decision making process that seeks the general consent but not necessarily the agreement of all members to a determined course of action.

Current Rate: An employee's current rate of pay.

Dormant: A position that will not be filled for a period of time.

Employee: An employee of the Employer in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement.

Factors: As per the Pay Equity Act, there are four major criteria required in evaluating jobs. They are knowledge, skill, responsibility and working conditions. The four factors are further broken down into eleven (11) sub-factors which are used to measure all jobs covered by this Job Evaluation Program.

Factor Degree: The actual measurement levels within each factor.

Factor Rating: Under each sub-factor the "rater" will review the information provided and the appropriate degree will be assigned which accurately describes the level within the sub-factor. Each degree is assigned points and the total points for all sub-factors results in the final rating for the job.

Grade: The number assigned to a position from the rating sheet which determines the rate of pay (see Schedule A of the collective agreement).

Incumbent: The employee(s) who is assigned to a job. (An employee is an incumbent in one job only).

Interim Rate: The rate established by the Compensation Specialist for a new position which has not yet been formally rated after the employee has been in the new position for a minimum of six (6) months.

Job: A group or range of duties or tasks assigned to and performed by the incumbent(s).

Job Analysis:	The process of determining and recording, through the use of questionnaires, observations and studies, the tasks and duties comprising a job and the required knowledge, responsibility, effort and working conditions involved in the performance of that job.
Job Evaluation:	A systematic procedure designed to aid in establishing pay differentials among jobs using a set of compensable factors contained in a job evaluation plan.
Job Fact Questionnaire (JFQ):	The questionnaire provided to employees to complete detailing the principle function, responsibilities and duties so the Compensation Specialists and/or the JJEC can accurately evaluate a position. It shall not be construed to be a detailed description of all requirements inherent in the job.
Joint Job Evaluation Committee (JJEC):	The Joint Job Evaluation Committee (JJEC) shall be comprised of four (4) representatives of the Employer and four (4) representatives of C.U.P.E. Each party will also designate two alternates.
Job Rate:	The top step of the evaluated rate for the job.
Justifications:	Each Sub-factor will be assigned a rating and the Compensation Specialist will provide a justification using examples provided by the employee in their completed Job Fact Questionnaire.
Points:	The numerical expression adopted for measurement of each degree within each factor.
Rater:	A Rater can be the Compensation Specialist on the initial rating for the posting process or any member of the JJEC.
Rating Manual:	The approval manual used by the Compensation Specialist and/or JJEC Committee for analyzing and evaluating the content of a job from the job posting.
Rating Sheet:	This form will provide details of the rating for the position. It will include the date of the review, the ratings for each sub-factor and justifications for each degree level that best reflects the information provided on the Job Fact Questionnaire and/or the Reconsideration Form.
Request Reconsideration Form:	The form used to appeal sub-factors that the employee or the Supervisor feel do not accurately describe the duties of the position. New information must be provided for each sub-factor that the employee or the Supervisor would like to be reconsidered since the last review.
Red Circled:	The current rate is in excess of the job rate that has been established for the job in accordance with the Job Evaluation Programme.
Redundant Position:	The position no longer exists and the union has received written notice.

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LETTER OF UNDERSTANDING

BETWEEN

THE GUELPH PUBLIC LIBRARY BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1946

The policy of Continuing Education for the employees of the Guelph Public Library Board shall be in accordance with the Continuing Education policy of the City of Guelph.

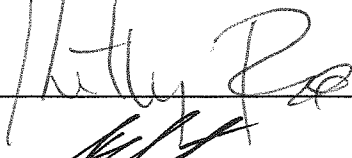
The policy is as follows:


- (a) That in circumstances, where the Chief Executive Officer instructs an employee to take a course of instruction, the Library will pay the cost of such a course.
- (b) That in cases where, in the opinion of the Chief Executive Officer, a course of instruction is desirable in order that an employee may be properly qualified to carry out their duties, fifty percent of the net cost of the course will be paid at the time the employee must make payment for the course and the remaining fifty percent will be paid at the time of successful completion. This letter and its provisions do not apply when an employee has been promoted to a position for which they have not attained the requisite educational qualified requirements as specified and that is within the spirit of Article 14:07 of the collective agreement.
- (c) That the employee makes application to their supervisor to take a course and that the supervisor, in consultation with the Chief Librarian, agrees that such course could enhance the employee's ability to perform Library duties, the Library will pay 50% of the costs upon successful completion of the course, the percentage of the cost coverage to be determined before the course begins.

Renewed this 27th day of January, 2009

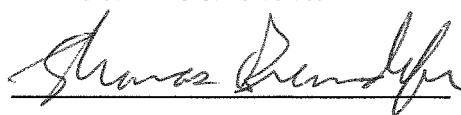
Renewed this 23rd day of April, 2012.

FOR THE GUELPH PUBLIC LIBRARY BOARD:





FOR CUPE LOCAL 1946:



LETTER OF UNDERSTANDING

BETWEEN

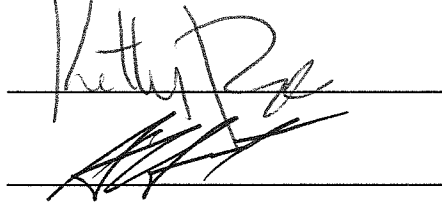
THE GUELPH PUBLIC LIBRARY BOARD

AND

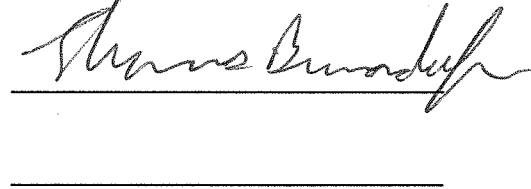
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1946

The Guelph Public Library Board will continue to designate seven parking spaces at the main library branch for cars of employees and will endeavour to supervise these spaces so that they will be restricted to staff use. The arrangement will be maintained for the life of the present Agreement.

FOR THE GUELPH PUBLIC LIBRARY BOARD:



FOR CUPE LOCAL 1946:



Renewed: April 23, 2012

LETTER OF AGREEMENT

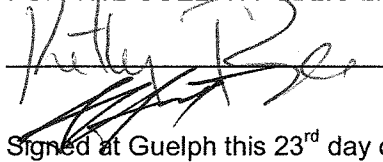
BETWEEN

THE CORPORATION OF THE CITY OF GUELPH
"The Employer"
AND

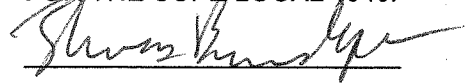
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1946
"The Union"

Full-time and permanent part-time employees may purchase a Guelph Transit bus pass on a monthly basis at a 50% discount off the transit rate. If an employee who is entitled to a City/Library parking pass in a designated City/Library parking lot wishes to relinquish that pass, they will be provided a transit bus pass at no cost, subject to the memo of January 25, 2006.

FOR THE GUELPH PUBLIC LIBRARY BOARD:



FOR THE CUPE LOCAL 1946:



Signed at Guelph this 23rd day of June, 2009

Renewed: April 23, 2012


LETTER OF UNDERSTANDING
BETWEEN
THE GUELPH PUBLIC LIBRARY BOARD
AND


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1946

In the event of a temporary closure of a library facility, due to repairs where it is deemed by Library management to be unsafe for employees to be in the facility, the Library shall make every effort to schedule affected employees by seniority to other library facilities. The Library may also permit the use of accrued vacation or lieu days or time off without pay during the period of the temporary shutdown.


Signed at Guelph, Ontario this 23rd day of April, 2012.

FOR THE GUELPH PUBLIC LIBRARY BOARD:





FOR C.U.P.E. LOCAL 1946:



Susan Sharp

Darryl R. Villy

Heather Grassick

CUPE 1946 - INDEX

Item:	Article:
Absence, Notification of	21:03
Access to Personnel Files	12:05 (b)
Acupuncture	25:01 (b)
Adoption Leave	22:07
Agreement, Term of	29:01
Changes to	29:02
Agreements Conflicting with Collective Agreement	3:02
Allowances: Clothing	24:03
Meal (Overtime)	17:04
Mileage	23:04
Amalgamation, Merger etc.	28:00
Annual Increments (Salary)	23:07
Arbitration	11:00
Availability Calendar	16:05
Benefits	25:00; see also Group Benefit Plan
Benefits: Acupuncture	25:01 (b)
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Change of Carrier	25:05
Chiropractic	25:01 (b)
Continuation after Layoff	15:03
Dental	25:01 (d)
Dependent Child	25:01; see also Group Benefit Plan
Dispensing Fee	25:01 (a)
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Conferences/Conventions	22:11
Jury/Witness	22:10

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Supplemental Unemployment Benefits	
- Compassionate Leave	22:09
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Recognition	3:00
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Supplemental Unemployment Benefit (SUB) Plan (for Compassionate Leave)	22:09
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Wage Increments	23:06; Schedule A
Wages, Payment of	23:00
Wage Rates and Job Grades	Schedule A
Warnings and Adverse Reports	12:05

Note: Article 22:05 Deleted (Obsolete)

