COLLECTIVE AGREEMENT

~between~

NEW TECUMSETH PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Employer")

~and~

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.04
(hereinafter referred to as the "Union")

EXPIRY OF AGREEMENT: March 31, 2022

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DEFINITIONS

Full-time Employee – includes any employee who is regularly scheduled to work **35** hours per week.

Part-time Employee – includes any employee who is regularly scheduled to work not more than thirty (30) hours per week. (This does not prevent part-time employees from working more than thirty (30) hours per week for a short duration or on an intermittent basis or for a period which may extend up to fifty (50) weeks in case of pregnancy or parental leave.)

Regularly Scheduled – means hours assigned on the Regular Schedule and does not include extra hours assigned on the monthly schedule.

Student shall be an employee who is attending secondary school on a regular basis unless mutually agreed between the parties on a case-by-case basis. No one under the age of **15** shall be hired.

Reference to working days, as set out in this collective agreement, shall exclude Saturdays, Sundays, or Paid Holidays as specified in Article 16.

ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement, and provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.

1.02 This Agreement sets forth the entire agreement between the parties on pay, hours of work and other conditions of employment, to encourage efficiency in operations and to promote the morale, well-being and security of all employees in the bargaining unit of the Union. Amendments to this agreement may be made in writing on the agreement of both parties.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the bargaining agent for all employees of the New Tecumseth Public Library Board in the Town of New Tecumseth save

and except Branch Managers, Administrative Coordinator and those above the rank of Administrative Coordinator.

2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or her representative which may conflict with the terms of this Collective Agreement.

2.03 Subject to Article 2.05, those persons exempted from the bargaining unit shall not perform work of the bargaining unit beyond what is currently performed as part of the Regular Schedule. No member of the CUPE bargaining unit will be laid off, or have a reduction of their hours as a result of the use of volunteers and volunteers will not displace hours held by existing CUPE staff. Volunteers shall be generally restricted to the following duties performed under the direction of the Library staff:

1) shelving
2) shelf reading
3) under direction, assists with preparation of materials for programs
4) book sales (held for special events only)

In the event of the formation of a Friends of the Library group, the Friends will be responsible for fund raising projects only.

2.04 Individuals retained through government-funded employment programs shall be restricted to retrospective conversion activities and/or other work performed by Volunteers as described in sub article 2.03 and/or special projects which are mutually agreed between the parties. Students performing the work component of a co-operative program and individuals required to perform community service as part of a court-imposed sentence, shall be restricted to work performed by Volunteers as described in sub article 2.03. Individuals utilized under this sub article will not be considered part of the workforce when establishing the Library's staffing needs. Individuals utilized under this sub article will not be considered to be filling vacancies which are subject to the posting procedure.

2.05 Management may perform work normally performed by members of the bargaining unit such as to help staff cover peak work periods or for the purpose of learning or demonstration or in case of emergency or for special projects which are mutually agreed between the parties.

ARTICLE 3 – RELATIONSHIP

3.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, color, national origin, religious affiliation, disability, sexual orientation, residential status nor by reason of union membership, activity, or lack thereof or any prohibited ground under the *Human Rights Code*.

3.02 The Employer agrees to confer with the Union in maintaining a policy as related to preventing violence and harassment and maintaining a safe workplace as per the Occupational Health and Safety Act (OHSA) and make all management personnel and employees aware that violations of the policy may be subject to disciplinary action.

3.03 Subject to other terms of this Agreement it is agreed that the Union and the employees will not engage in Union activity during working hours or hold meetings at any time on the premises of the Employer without the permission of the Chief Executive Officer or their designate. Where the Chief Executive Officer or their designate gives permission under this article, the meeting or other activity shall take place at a location or on the terms specified by the Chief Executive Officer or their designate. Time taken for meetings or activities specified under this article held during an employee's working hours shall not result in a loss of earnings for said employee.

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes that the management of employees and the direction of the working force are affixed exclusively with the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

a) Maintain order, discipline and efficiency;

b) Hire, assign, direct, promote, demote, classify, transfer, layoff, recall, approve vacations subject to organizational requirements and to discharge or otherwise discipline employees who have completed their probationary period, for just cause, subject to the right of employees to grieve to the extent and manner provided herein, if the provisions of this agreement are violated in the exercise of these rights;

c) To discipline or discharge any probationary employees without just cause for any reasons satisfactory to the Employer. A probationary employee so disciplined or discharged shall not have recourse to the grievance or arbitration process as such discipline or discharge shall not constitute a dispute between the parties. However, the Employer agrees they will not act in a manner which is arbitrary, discriminatory or in bad faith.

d) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used, the number of persons to be employed, the extent, limitation, curtailment, or cessation of operations, and to determine all other functions and prerogatives. This includes outsourcing so long as the total number of weekly hours of the full and part-time staff schedule will not be reduced as a result of the use of volunteers, students or outsourcing, unless otherwise mutually agreed between the parties and such agreement will not be unreasonably withheld.

e) The Employer also has the right to make and alter from time to time rules and regulations to be observed by employees. When rules or regulations are instituted or altered, the employer shall give notice as soon as practicable to the Union and inform employees by posting on bulletin boards.

4.02 The Employer agrees that these functions shall be executed in a manner consistent with the general principles and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

5.01 In view of the orderly procedures established by this agreement and the provisions of the *Labour Relations Act*, the Union agrees that there will be no strike, slow-down or stoppage of work, either complete or partial, or collective action which will stop or interfere with the services of the Employer during the

term of this agreement. The Employer agrees that there shall be no lockout by it during the term of this Agreement.

ARTICLE 6 – UNIT SECURITY

6.01 On commencing employment, the CEO or designate shall introduce the new employee to her Union Steward. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of thirty (30) minutes, during the first month of employment for the purpose of acquainting the new employee with the Collective Agreement.

6.02 All employees shall complete and sign an application for membership and pay an initiation fee on a form supplied by the Union within one week of commencing employment.

6.03 The Union copy of this form will be forwarded to the Union upon completion. The Union will notify the Employer in writing of any change in the amount of Union dues and/or initiation fee to be deducted.

6.04 In consideration of deducting and forwarding of the Union dues to the Secretary-Treasurer of CUPE Local 905 no later than the 15th of the month following the month the dues were levied by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article. The cheque shall be accompanied by a list of the names, amount of dues paid by each employee from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other termination of employment.

6.05 At the same time that Income Tax (T-4) slips are available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 – REPRESENTATION

7.01 The Union may elect or appoint a Unit Chair and up to four stewards of which one will be the Chief Steward, but not more than one (1) per library branch excluding the Chief Steward, among employees in the bargaining unit who have completed their probation period for the purpose of assisting employees

in the presentation of complaints and/or grievances in accordance with the provisions of this Agreement.

7.02 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

7.03 a) A Union Bargaining Committee shall be elected or appointed and consist of not more than three members and one alternate of the Union. The Union will advise the Employer of the Union members of the Committee.

b) The Employer agrees to pay for any time spent by the Union Bargaining Committee members up to but not including conciliation provided that direct negotiations take place for any part of such days.

c) The Employer agrees to provide the elected bargaining committee with one (1) day paid time off, to be taken in two ½ day sessions, in order to prepare for bargaining a renewal collective agreement.

7.04 The Union shall keep the Employer notified in writing of the names of the current Stewards and Officers and Officials of the bargaining unit as well as the effective date of their respective appointments.

7.05 The Steward may leave her work to investigate and adjust complaints affecting the group she represents, or do so by telephone, on the following conditions:

a) The Steward shall obtain the permission of the Chief Executive Officer or her designate before leaving her work/responding by telephone;

b) The time off shall be devoted to the prompt handling of complaints and shall be limited to the time required for attending to complaints;

c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive;

d) The complaint shall be scheduled at a time suitable to all concerned. No member of the bargaining unit shall lose pay as a result of attending such meeting.

e) The Steward shall document and report time spent adjusting complaints and/or grievances to the Chief Executive Officer.

7.06 a) An employee, upon giving 24 hours notice shall have the right at any time to have access to and review his/her personnel record in the presence of the CEO or designate.

b) An employee shall have the right to date and initial each page in his or her file.

c) An employee shall have the right to make copies of any material contained in her personnel record. The Employer may bill the employee for the cost of making copies.

ARTICLE 8 – GRIEVANCE PROCEDURES

8.01 The parties to this agreement agree that it is of the utmost importance to adjust complaints and grievances concerning the administration, interpretation or alleged violation of this Agreement as quickly as possible. Employees shall try to settle their complaints with their Branch Manager as soon as possible after the complaint originated, but not later than five (5) working days after circumstances giving rise to it became known or ought to have become known to the employee before proceeding with the formal grievance procedure. If settlement is not possible, the employee may, if the employee chooses, contact the Union Steward (who may attend in accordance with Article 7.05) to attempt to settle the complaint.

8.02 No grievance shall be considered when it is filed more than ten (10) full working days after the circumstances giving rise to it became known or ought to have become known to the affected employee or Union official.

8.03 Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1

The affected employee shall attempt to adjust the complaint through the processes set out above. If the complaint is not so adjusted, it shall be reduced

to writing on the Labour Ware Grievance Form supplied by the Union, and presented on the Grievance Labour Ware electronic version – copied to the Branch Manager in writing who shall meet with the Steward and griever to try to resolve the matter within five (5) working days of the presentation of the grievance in written form. The Branch Manager or their designate shall give her written decision within five (5) working days following the meeting of the grievance. If the Branch Manager's decision is not satisfactory then the grievance may then be presented as indicated in Step 2.

Step 2

Within five (5) working days after the decision is given or should have been given at Step 1, the Union may submit the grievance on the Labour Ware Grievance Form to the Chief Executive Officer (C.E.O.), or their designate, who shall convene a meeting within ten (10) working days or such longer period as may be mutually agreed to accommodate the parties to consider and discuss it in the presence of the Steward and employee concerned. The National Union representative shall be present at the meeting. As well, if requested by the Employer, its advisor/counsel, may be present. The C.E.O. or their designate shall render their decision in writing within five (5) working days following the meeting. If the Employer fails to reply, or if the Union is not satisfied with the written response, the Union may refer the grievance to arbitration within fifteen (15) working days of the response time.

8.04 In the case of a discharged or suspended employee, the grievance shall be presented on the Labour Ware Grievance Form at Step 2 to the Employer. If the decision of the Employer is not satisfactory, the grievance may be referred to arbitration.

8.05 Union/Employer Grievance

Either the Union or the Employer shall have the right to file a grievance against the other regarding the administration, application or alleged violation of any term(s) of this agreement. A Union grievance shall not include any matter upon which the employee or a group of employees would personally be entitled to grieve. All such grievances must be in writing, signed by the filing party and presented to the other party within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. A Union or Employer grievance shall be filed at Step 2 of the grievance procedure.

8.06 Group Grievance

Where a number of employees have identical grievances, and each employee would be entitled to grieve separately, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance may be filed at Step 2 of the grievance procedure within five (5) working days after the circumstances giving rise to the grievance have occurred.

8.07 Written grievances, to be valid, shall set out the nature of the grievance, the article, or articles, of the agreement alleged to have been violated and the nature of the remedy sought, and shall not be subject to change at a later date except by mutual agreement. It is understood that an Arbitrator has the jurisdiction to substitute a lesser penalty pursuant to the *Labour Relations Act.*

8.08 The parties agree that time lines referred to in this article may be extended by mutual agreement in writing.

ARTICLE 9 – ARBITRATION

9.01 Failing settlement under the procedures outlined in Article 8 of any grievance between the parties arising from the interpretation, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance shall be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) full working days after the decision under Step 2 is given, or should have been given, the grievance shall be deemed to have been abandoned.

9.02 Where no written answer has been given within the limits specified in either the grievance or the arbitration procedure, the matter shall be submitted to the next step of the procedure.

9.03 For all grievances, retroactivity shall be restricted to the date 10 working days prior to the filing of the grievance.

9.04 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it may make such request in writing addressed to the other party to this agreement. The parties agree that any

outstanding grievances will be heard by a sole arbitrator. However the parties may agree to a Board of Arbitration.

Where the parties have agreed to a Board of Arbitration, the party submitting the written request will submit its nominee at the time of submission of request. Within five (5) working days thereafter, the other party shall appoint its nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Ministry of Labour of the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees so appointed shall, within five (5) working days or such longer time as may be mutually agreed, attempt to select, by agreement, a third person to be a member and chairperson. Failing agreement being reached, they may then request the Ministry of Labour to appoint a chairperson.

9.05 No person may be appointed as a sole arbitrator or as a member to Board of Arbitration who has been involved in an attempt to negotiate or settle a grievance.

9.06 The sole arbitrator or The Board of Arbitration shall not have jurisdiction to alter or change any of the provisions of this Agreement, to add any new provisions to this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement.

9.07 The proceedings of the sole arbitrator or the Board of Arbitration will be expedited by the parties hereto. Where there is a three-person board, the decision of the majority and, where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

9.08 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the expenses, if any, of the sole arbitrator or the Chairperson of the Board of Arbitration, as the case may be.

9.09 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be complied with, except by written agreement to extend them, and failure to so comply shall result in the grievance being deemed to have been abandoned.

ARTICLE 10 – DISCIPLINE

10.01 Where the CEO (or designate) intends to interview an employee for disciplinary purposes, the CEO (or designate) shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present at the interview. A Steward or local union officer may consult with a CUPE staff representative and may have her present at any discussion with the CEO (or designate) which might be the basis for disciplinary action.

10.02 The record of an employee shall not be used against her at any time after eighteen (18) months following the incident giving rise to the record provided the employee has been discipline free for that period of time.

ARTICLE 11 – SENIORITY

11.01 Seniority is defined as the length of service in the bargaining unit and any continuous unbroken service prior to certification. Seniority shall be calculated from the last date of hire with the Employer. Seniority shall operate on a bargaining unit-wide basis.

11.02 The Employer shall maintain a seniority list showing each employee's current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, preference shall be given to be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union for posting on all bulletin boards in January of each year. Newly hired employees shall be considered on a probationary basis for a period of six (6) months of active employment from the date employment commenced for full-time and part-time.

11.03 An employee shall have no seniority rights during her probationary period. Upon completion of the period, seniority shall be effective from the original date of employment.

11.04 An employee shall lose all seniority and shall be deemed to have been terminated if:

a) the employee is discharged and not reinstated under the terms of this

Agreement;

b) the employee resigns and does not withdraw the resignation by the end of the next business day;

c) the employee is absent from work in excess of two (2) working days without providing a reason satisfactory to the Employer;

d) the employee utilizes any leave of absence for a purpose other than for which the leave was granted or fails to return to work on the first working day following the expiry of an approved leave of absence, unless providing a reason satisfactory to the Employer;

e) the employee fails to return to work within three (3) working days following a layoff after receiving notice by registered mail to return. Notice will be deemed to have been received on the seventh working day after it is sent by the Employer;

f) the employee is laid off for a period in excess of her length of seniority or to a maximum of eighteen (18) months, whichever is shorter;

g) the employee retires.

11.05 It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number.

ARTICLE 12 – JOB POSTINGS

12.01a) Where the Employer decides to fill a permanent vacancy or creates a new position within the bargaining unit, it will post the position for five (5) full working days, and the Employer will include reference to hours and location of work with the understanding that hours and location of work are subject to change based on organizational needs. An employee who has completed her probation period and who has the requisite minimum qualifications, ability and skill to fill the vacancy immediately without training, shall be selected.

b) Where two or more employees' requisite qualifications, skill, and ability as described above are relatively equal, seniority shall be the deciding factor.

c) In case of a laid off employee a copy of the posting will be sent to such employee, by registered mail, at the same time it is posted.

12.02 If no employee applies for the position who possesses the required qualifications, ability and skill for the permanent vacancy, or new position immediately without training, the Employer may choose the most suitable amongst the applicants for training bearing in mind qualifications and seniority or may choose another person from outside the bargaining unit who is qualified as specified in sub article 12.01.

12.03 Unless her employment is terminated, an employee's job shall not be considered vacant by reason of her absence from work because of sickness, injury, or otherwise, or authorized leaves of absence, including vacation.

12.04 The successful applicant shall be given a trial period of three (3) months, during which time the applicant will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new classification, the employee shall be returned to her former position, wage or salary rate, without loss of seniority. If such position does not exist the employee will be laid off. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority. If such position does not exist the employee will be laid off. Position(s) left vacant as a result of the filling of a posting may be filled temporarily by the most senior employee who has the qualifications and interest.

ARTICLE 13 – LAYOFF AND RECALL

13.01 In cases of layoff, the Employer will give as much notice as practicable, and unless impossible to do so, will give not less than two weeks notice to the affected person(s). Employees with the least amount of seniority will be laid off first, provided those remaining with more seniority possess the required qualifications, skill and ability to perform the available work, without training but subject to a two week trial period.

13.02 An employee in receipt of notice of layoff pursuant to Article 13 may:

a) accept the layoff; or

b) opt to retire, if eligible under the terms of the OMERS pension plan
c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.01.

13.03 An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

13.04 A lay-off shall be defined as a reduction in the work force.

13.05 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

13.06 New employees shall not be hired until those laid off have been given an opportunity of recall.

13.07 The employees shall be recalled from layoff in order of seniority provided they have the required qualifications to perform the work without training subject to a two week trial period.

13.08 An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

13.09 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

13.10 An Employee on layoff shall not be required to accept a recall to a temporary vacancy, which is not expected to exceed ten (10) working days, and may remain on layoff.

ARTICLE 14 – HOURS OF WORK/OVERTIME

14.01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the total days of work per week, or the placement of days of work within a week.

a) The present normal work week for full-time employees shall be thirty-five (35) hours.

b) No full-time employee shall be required to work split shifts or more than five (5) days within a calendar week unless agreed to by the employee.

c) Part-time employees shall work the hours as scheduled by the Employer. Part-time employees may exchange scheduled shifts, but if additional costs may be incurred, advance approval of the CEO or designate, is required where practicable.

14.02 An employee shall be entitled to a rest period of fifteen (15) consecutive minutes after each three (3) hours of work to be taken during that time, as long as it doesn't interfere with public service. An employee who works a shift of 7 hours, shall be entitled to two fifteen (15) minute paid rest periods and one-half (l/2) hour unpaid lunch break. Any employee who is required to be "on call" during lunch shall be paid for such.

14.03 a) i) Overtime shall be paid in accordance with the *Employment Standards Act* R.S.O. 2000.

ii) The parties agree that any authorized overtime between thirty-five (35) but less than forty-four (44) shall be paid in lieu time at the straight hourly rate. Approved hours in any week shall be taken at a later date, which is mutually agreeable between the employer and employee.

iii) Such banked hours may not exceed 35 hours at any one time. Banked hours must be taken before year-end unless prior permission of the CEO has been granted. Carryover will not be unreasonably withheld if the employee encounters unforeseen circumstances.

iv) Any hours accrued after the bank has reached 35 hours shall be paid at the appropriate overtime rate as stated in the ESA R.S.O., 2000.

b) Where an employee is required to present herself for work and works less than three (3) hours, the employee shall be paid for three (3) hours. This does not apply to a student who is regularly scheduled for less than three (3) hours because she is unavailable to work a 3-hour shift. Employees who leave work prior to the three (3) hours due to personal reasons will be given the opportunity to make up the lost time prior to the next pay period.

14.04 There shall be no duplication or pyramiding of hours of work or any other premium under this Agreement.

14.05 To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the Employer prior to the performing of the work. In cases of unforeseen circumstances overtime hours will be approved by the CEO or in her absence a designate as established through the chain of command.

14.06 Where the total regularly scheduled weekly hours within a branch are to be permanently altered, the Employer shall consult with the affected employee(s) and the Union prior to implementation of the change. Consideration shall be given to employees' seniority and the ability to do the required work during such undertaking.

ARTICLE 15 – EMPLOYEE TRANSFERS

15.01 An employee who has successfully completed her probation period and successfully applies to a position outside the bargaining unit shall retain the seniority accrued within the bargaining unit for up to six (6) months. If she returns to the bargaining unit within this time frame she will be credited with such seniority accrued prior to leaving the bargaining unit. No employee shall be transferred outside of the bargaining unit against her will.

15.02 During the recruitment period and the trial period, the Employer reserves the right to temporarily transfer any employee subject to the employee's agreement to any position for a time period of up to three months. In the event that those employees offered such a transfer refuse the offer, the Employer has the right to hire a temporary employee for the period. It is understood that such temporary employees are not covered by this Agreement.

ARTICLE 16 – PAID HOLIDAYS

16.01 The Employer recognizes the following as paid holidays for **all** employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	½ Day Christmas Eve
Christmas Day	Boxing Day
½ Day New Year's Eve	

Full-time employees shall get an additional two (2) floating days which shall be taken at a mutually agreeable time.

The Employer shall recognize as paid holidays any additional statutory holidays introduced by the federal or provincial governments.

Payment formula for Statutory Holiday pay shall be in compliance with the Employment Standards Act.

ARTICLE 17 – VACATIONS

17.01a) i) Full-time employees shall be entitled to paid vacations as follows:

Months of Service	Monthly Allotment	Annual Vacation
1 – 24 months (0 to 2 years)	.833 days per month	10 days
25 – 84 months (2+ to 7 years)	1.25 days per month	15 days
85 – 168 months (14 years)	1.666 days per month	20 days
169-228 months (19 years)	2.0833 days per month	25 days
229 – 288 months (24 years)	2.5000 days per month	30 days
289 months plus (over 24 years)	2.9166 days per month	35 days

It is agreed to by the parties that any employee of the Library Board who

currently receives a greater benefit than that which is negotiated above shall receive the greater benefit until they come in line with the schedule above.

ii) All requests for vacation will be granted subject to the efficient operations of the library.

iii) Part-time employees who are successful in posting into a permanent full-time position will be entitled to use their vacation as accumulated based on date of hire as a part-time employee.

b) i) Part-time employees shall be entitled to **vacation pay as follows:**

Months of Service	**Percentage Payment**
1-59 months (0 – 4.9 years)	4%
60 - 144 months (5 – 12 years)	6%
145 months plus (over 12 years)	8%

Percentages are based on gross earnings biweekly.

ii) Part Time employees shall receive their vacation pay bi-weekly, through payroll deposit, based upon the number of hours worked during the pay period.

17.02 Temporary employees shall receive vacation and vacation pay pursuant to the *Employment Standards Act*.

17.03 Employees are not permitted to take pay in lieu of annual vacation. An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 All employees shall submit, on the proper form, requests to reserve vacation dates for the next twelve (12) months through the Chief Executive Officer prior to January 15th of each year. Subject to Article 17.05 such requests shall be approved by March 1st of each year.

17.05 Seniority within the bargaining unit will resolve conflicts and requests for vacations, provided said requests are submitted prior to January 15th.

17.06 Employees may submit vacation requests at any time after January 15, however, such requests will be granted in the order received, provided such requested vacation does not conflict with vacations approved by March 1st. The Employer will respond to such requests within two weeks of the request being submitted.

17.07 An employee entitled to four weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation.

17.08 If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed a day in lieu at a time mutually agreed upon.

17.09 An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

17.10 Where an employee requires hospital treatment or qualifies for bereavement leave, during her period of vacation, there shall be no deduction from vacation credited for such absence. Proof of hospitalization may be requested by the employer and shall be provided before an employee is entitled to benefit from this article, cost borne by the employer.

17.11 No employee shall be required to work during her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, she shall be paid at the regular rate of pay. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

17.12 Once vacation requests have been approved they shall not be changed unless mutually agreed between the employer and employee(s) concerned.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 The regular rate of pay shall be maintained for any such days falling during an employee's regular work schedule.

18.02 An employee shall be granted five (5) consecutive working days off when a death occurs in the family. Family is defined to include: spouse, child, foster child, parent, foster parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, spouse's child, grandchild, spouse's grandchild (including common law).

18.03 An employee shall be granted three (3) consecutive working days bereavement leave to attend the funeral of the employee's grandparent, sister-in-law, brother-in-law, spouse's grandparent, or great-grandchild (including common law).

18.04 An employee shall be granted one (1) working day bereavement leave to attend the funeral of an aunt, uncle, great aunt, great uncle, cousin, niece or nephew and great grandparents of the employee or employee's spouse (including common law).

18.05 When traveling is required to attend the funeral of a family member as defined in 18.02, the employee may, with the approval of the Chief Executive Officer, be allowed up to an additional two (2) working days bereavement leave.

ARTICLE 19 – JURY DUTY

19.01 Employees who are required to attend for jury selection or to serve as jurors or witnesses subpoenaed by the Crown, shall be granted paid leave of absence for that purpose.

19.02 The employee granted paid leave of absence under this article shall receive\ her normal compensation and benefits, provided the employee reports for work when not actually required to attend court. If requested by the Chief Executive Officer, the employee on returning to duty shall present proof showing the period of such court service. If an employee does not comply with the request for proof of service, she shall forfeit all rights to claim any compensation from the Board for the period she was absent from work.

19.03 In exchange for paid leave the employee shall remit any jury or witness fees to the Employer, exclusive of travel, meals or other expenses.

ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

20.01 Pregnancy and parental leave shall be granted as per the *Employment Standards Act*.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 An employee may seek leave of absence without pay for justifiable reasons, not otherwise provided for, by submitting a written request through the Chief Executive Officer. The Chief Executive Officer shall consider the merits of the request and decide whether the leave is granted.

21.02 During the leave of absence described in Article 21.01 and 21.07 exceeding four (4) weeks and subject to the provisions of the carrier, payment of extended fringe benefits premiums shall be the responsibility of the employee, if the employee is entitled to receive such benefits pursuant to Article 23, commencing on the first day of the fifth week.

21.03 If an employee must attend a medical/dental appointment within the working day, this will be considered paid time up to a maximum of ten (10) hours for full-time employees and three (3) hours for part-time employees to be taken in hourly increments.

21.04 The Employer may grant a leave-of-absence without pay to employees to serve as delegates of the local at Union conventions and conferences. No more than one employee may be absent at one time. Such leaves shall not exceed an aggregate of twenty (20) days in any calendar year.

21.05 a) An employee shall receive pay and benefits provided for in this agreement When on unpaid leave of absence for union work, conventions, conferences or seminars. However, the Union shall reimburse the Employer for all pay during the period of absence within thirty (30) days of being billed by the employer, but in case of December billings, payments will be made by year-end.

b) Leave for Local 905 Union Office
An employee who is elected or appointed to full time office in the Canadian Union of Public Employees Local 905, may be granted, upon written request, leave of absence without loss of seniority and service for a term not exceeding two (2) years, except whereby the parties agree in writing to extend such leave requests.

c) Leave for Federal/Provincial Union Office or Employment
An employee who becomes a paid employee or elected/appointed to a position of the Canadian Union of Public Employees, whether National or Provincial, may, upon written request, be granted leave of absence without

loss of seniority and service for a period not exceeding one (1) year. Such Leave if requested may be extended by mutual agreement.

21.06 An employee shall be allowed the necessary time off with pay to process her Canadian citizenship application.

21.07 a) The Employer may authorize employees with five (5) years' employment who wish to pursue their education, in a job-related educational program, up to one year education leave. An employee's service and seniority shall be retained but not accumulated. The employee shall be placed in a position equivalent to that which she held prior to the education leave, if available. If such a position does not exist, the employee will be laid off.

b) Any employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

21.08 a) The Employer may require an employee to participate in a course of training or education or a conference, workshop, seminar or meeting which is related to her employment. Such attendance will be with full pay and without loss of benefits or seniority. Tuition and approved expenses for travel, accommodation and meals will be paid by the employer. Registration fees will be prepaid by the Employer.

b) Permission may be granted to an employee to attend a conference, workshop, seminar, short course, or meeting which directly relates to her employment. Requests for such attendance shall be submitted in writing to the Employer. Permission to attend shall be granted with the understanding that the pay received for attendance shall not exceed seven (7) hours of pay per day except in the case of a full-time employee who is participating in such staff development on her regularly scheduled day(s) off. She shall be compensated with equal time off, not including travel time to be taken at a time mutually agreeable to the employee and employer and within 12 months of dates of participation. Such attendance will be without loss of benefits or seniority. The choice of those expenses to be paid (including tuition) by the Employer shall be at the discretion of the CEO or her designate.

21.09 If an employee is sent home or if the library is closed prior to her scheduled shift as a result of a snow storm, ice storm, tornado, flood or other unforeseen act of nature or should there be a power failure or loss of heat or similar circumstances for a prolonged period or period of unknown duration resulting

in a loss of hours, the affected employee(s) shall be entitled to make up such lost time within the next two (2) pay periods provided the building reopens within a week. An employee who is prevented from reporting to work due to the foregoing circumstances shall notify the CEO or designate as soon as possible. Part-time employees may attempt to trade shifts.

ARTICLE 22 – WAGES

22.01 Payment of wages shall be by payroll deposit, biweekly on Fridays. All employees shall be paid for the period up to and including the preceding Sunday. Part-time employees shall be paid up to the preceding Sunday, according to hours on regular schedule. Adjustments will appear on following pay. Statements of earnings and deductions will be made available at the employee's place of work bi-weekly on the following business day.

22.02 An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay in the new classification which represents an increase for that position for the time he/she performs that job.

22.03 No employee shall have his/her wages reduced because of any revision in her job description or job classification.

22.04 When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

22.05 Where a classification or a job is created or where either party feels there is revision in an existing classification or job, the Employer shall prepare a job description and may propose a rate for the job. The rate shall be subject to negotiations within ten (10) days of presentation of the job description. Should the parties fail to reach agreement on where the job fits in the classification structure and the rate therefore, the Union may submit a grievance at Step 2 of the grievance procedure. If no grievance is filed within ten (10) working days, the placement in the classification structure and the rate shall be deemed acceptable. The parties agree that any award made at arbitration shall be effective from the date the new position was first filled by the employee or date of change in job duties.

22.06 Whenever an employee is re-assigned to a position at a higher pay grade, she shall be paid at the higher pay grade for the duration of that assignment. Coverage for illness of a short duration or for regularly scheduled vacations or absences of ten days or less is not considered a re-assignment.

ARTICLE 23 – BENEFITS

23.01 The benefits which apply to eligible full time employees covered by this Collective Agreement shall be set out as in sub Article 23.02.

Except as otherwise provided in this Agreement, the Employer is solely responsible for the benefit premiums. The Employer shall continue to provide the benefit plan described in Article 23.02 unless otherwise mutually agreed between the parties to this Agreement. It is further understood that benefit plans are not part of this Agreement and will not form the subject matter of a grievance or be referred to arbitration.

23.02 The Employer agrees to pay 100% of the premium costs towards those benefits currently included in the Group Benefit Plan of the Corporation of the Town of New Tecumseth, New Tecumseth Public Library Board. These benefits are as follows:

a) Short term disability
b) Long term disability;
c) Health care/medical care/vision care as agreed and as outlined in the booklet referenced in 23.04
d) Dental care;
e) Life insurance;
f) Dependent life insurance;
g) Accidental death and dismemberment insurance.

23.03 The Employer and the employee shall contribute towards the cost of OMERS pension plan in accordance with the provisions of the plan. Part-time may be enrolled in OMERS subject to the regulations. Pension contributions will cease per pension regulations.

23.04 The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan text and amendments when they become available to the Employer.

23.05 Subject to the provisions of the carrier an employee who is laid off may arrange to pay the full coverage for her benefits for as long as she retains her seniority rights.

23.06 In the event of a work stoppage, the Employer agrees to arrange to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period within the next pay period following the end of the work stoppage.

ARTICLE 24 – SICK LEAVE

24.01 The following definition shall apply to this section:

a) "sick leave" – means working time during which an employee is absent through personal injury or illness, and for which the employee is qualified to receive normal salary or wages;

b) "sick leave credit" – means the accumulation of unused sick leave on any given date.

24.02 Full-time employees will be credited with eight (8) sick leave days per calendar year, after completion of the probationary period. Short-term disability provisions will be available in accordance with the terms of the Town of New Tecumseth Short Term Disability and Care Management Policy.

24.03 Part-time employees who are scheduled twenty (20) hours or more on the regular schedule, will be credited with one scheduled shift per calendar month of unbroken service after completion of the probationary period, cumulative to a maximum of forty-five (45) shifts. Sick pay will be based only on the number of hours of the regular shifts which have been missed.

24.04 No sick leave credits will be earned by an employee during a period of unpaid leave.

24.05 When a full-time employee is absent for more than three (3) consecutive scheduled working days due to personal illness/injury, an Attending Physician's Statement (APS) from a qualified medical practitioner will be required to be submitted to the Town's Short-Term Disability benefits adjudicator to determine eligibility of Short-Term Disability benefits. The APS will verify the illness or injury, describing any limitations the condition places upon the

performance of her duties and estimate the duration of the illness or injury. Any cost incurred in obtaining such certificate shall be borne by the Employer.

24.06 Where the Employer is concerned about the abuse of sick leave by an employee, the employee will be interviewed and provided with notice of the concern, only then the CEO may require proof of illness or injury. Proof of illness shall not be required for the first two (2) sick days each year.

The employee may also be advised in writing that the CEO (or designate) may require a doctor's report to justify future absences covered by the sick leave.

24.07 Whenever an employee's days of illness exceed accumulated sick leave credit, the excess days of illness are not carried forward against future credits, but are regarded as days of illness without pay or the employee may request to use earned vacation days for sick days. Such requests must be accompanied by proof of illness from a qualified medical practitioner. Such requests shall not be denied when accompanied by proof of illness from a qualified medical practitioner (covering all dates of illness/absence). Any costs incurred for obtaining medical proof shall be paid by the employer.

24.08 There will be payment of sick leave credit for Part Time Employees upon termination of employment to a maximum of 30 days. "A day" is defined as the number of hours in the employee's normal shift.

24.09 An employee shall be granted up to four (4) days leave of absence with pay per year when a serious injury or illness occurs or there is an unexpected occurrence of sudden illness in the immediate family. Immediate family is defined as parent, spouse, child, father-in-law, mother-in-law, or step-child. These days may not necessarily be consecutive. If more days are required, an employee may utilize accrued sick days, vacation days or as a last resort may be granted unpaid leave of absence.

ARTICLE 25 – JOB SECURITY

25.01 Work of the Bargaining Unit and Contracting Out

It is agreed that in order to provide job security for the members of the bargaining unit, the Employer shall not perform the work of the bargaining unit except for the purpose of instructions or in an emergency situation.

In the event that the employer considers contracting out work beyond what is presently contracted out, as of December 31, 2009, the Employer will consult with the Union and as necessary will re-train the affected employee for expansion of duties within her classification, or retrain the employee for another position within the bargaining unit or if retraining is not an option the employee will be laid off and shall be able to exercise her rights under the layoff and recall provisions of this Collective Agreement.

25.02 In the event of technological change with an impact to the employees, the Board shall provide the Union with thirty (30) days written notice of any intended technological change.

In the event notice has been provided, which requires new or greater skills than are presently possessed by affected Employees, said Employees shall be given the first opportunity to upgrade themselves through approved study courses or training.

The Employer shall pay the cost of any approved courses or training. When the Employer requires employees to attend in-house training sessions outside of normal working hours, the time spent in such sessions shall be considered as time worked but will not result in overtime premiums being paid.

Employees who are displaced from their existing group through technological change to a lower group shall be red circled in the lower group until the rate for the new group reaches the red circled rate. Employees who obtain a job in a higher group through technological change shall receive the rate of the new group.

25.03 Regular employees shall not have their scheduled hours reduced by the Employer and be replaced by students unless otherwise mutually agreed between the parties to the Agreement. The Employer shall consult with the regular staff within the branch when planning to use students to replace any hours of staff who are on vacation.

25.04 The Employer agrees that to avoid erosion of the bargaining unit numbers (full time) that the number of existing Full Time Employees shall not drop below the current level of four (4).

ARTICLE 26 – EMPLOYEE SERVICE RECOGNITION

26.01 All Employees will receive service pay as follows:

5 years of service	$ 250.00
10 years of service	$ 500.00
15 years of service	$ 750.00
20 years of service	$1000.00
25 years of service	$1500.00
30+ years of service	$2000.00

26.02 For the purposes of this section Part Time employees hired prior to May 1, 2011 will be granted 50% of years of service from hire date to April 30, 2011.

26.03 For the purposes of this section service subsequent to April 30, 2011 for Part Time Employees will accrue based on hours worked. One thousand eight hundred and twenty hours (1820) will be deemed to be equal to one year's service.

26.04 Payments made under this section will be made in a lump sum one time per year on a regular pay cheque. The date of payment will be determined by the Employer.

ARTICLE 27 – GENERAL CONDITIONS

27.01 The Employer shall provide Bulletin Boards in each Library so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.02 The Employer shall copy sufficient copies of the Agreement within thirty (30) days of signing. The cost of such copies will be divided equally between the Union and the Employer.

27.03 Unless otherwise specified in this Agreement all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO and the Chief Steward/Unit Chair of the bargaining unit. A copy of the correspondence between the Employer or designate and any employee in the bargaining unit or the Union, pertaining to the interpretation,

administration, or application of any part of this Agreement shall be forwarded to the Unit Chair of the Union or her designate, and the Steward involved if applicable, as well as the National Representative.

ARTICLE 28 – CONSULTATION

28.01 On request of either party, the parties may meet at least once every three (3) months until this Agreement is terminated, for the purpose of discussing issues related to the workplace which affect the parties or any employee bound by the Agreement.

28.02 Minutes of each meeting of the Labour/Management Committee shall be prepared by the Labour/Management Committee and once agreed upon shall be signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes as promptly as possible.

28.03 The Labour/Management Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Labour /Management Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Labour/Management Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

28.04 Any reports or recommendations about to be made dealing with matters relating to conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to respond to them.

ARTICLE 29 – LEGISLATION

The parties agree that at any time there is a conflict between the Law and the Collective Agreement, the superior provision prevails.

ARTICLE 30 – DURATION OF AGREEMENT

30.01 This Collective Agreement shall become effective on signing and shall remain in force April 1, 2018 to March 31, 2022.

30.02 Either party may notify the other in writing, within ninety (90) calendar days prior to the expiration date that it desires to negotiate amendments to the Collective Agreement, or to terminate it. In the event that no notice has been given as required above, the agreement shall continue in full force and effect until twelve (12) months thereafter. Within thirty-five (35) working days of receipt of such notice by one party or such other time which is mutually agreed between the parties the other party is required to enter into negotiations for a renewed agreement.

DATED at on the day of 2018.

THE NEW TECUMSETH LIBRARY BOARD

THE CANADIAN UNION OF PUBLIC EMPLOYEES NO. 905.04

Schedule A

		Schedule "A"		April 1 2018		April 1 2019		April 1 2020		April 1 2021	
				1.5%		1.5%		1.6%		1.7%	
1	LAI	**Student Page - P/T**	Start	13.15	3.1%	13.35	3.1%	13.56	3.1%	13.79	3.1%
			6 Month	13.56	3.1%	13.76	3.1%	13.98	3.1%	14.22	3.1%
			1 Year	13.98	3.1%	14.19	3.1%	14.41	3.1%	14.66	3.1%
			2 Year	14.41	3.1%	14.63	3.1%	14.86	3.1%	15.11	3.1%
			3 Year	14.86	3.1%	15.08	3.1%	15.32	3.1%	15.58	3.1%
2	LAII	**Circulation Assistant - P/T**	Start	18.19	3.1%	18.46	3.1%	18.76	3.1%	19.08	3.1%
			6 Month	18.76	3.1%	19.05	3.1%	19.35	3.1%	19.68	3.1%
			1 Year	19.34	3.1%	19.63	3.1%	19.94	3.1%	20.28	3.1%
			2 Year	19.94	3.1%	20.24	3.1%	20.57	3.1%	20.92	3.1%
			3 Year	20.56	3.1%	20.87	3.1%	21.20	3.1%	21.56	3.1%
3	LAIIIA	**Library Assistant - P/T**	Start	20.01	3.1%	20.31	3.1%	20.63	3.1%	20.98	3.1%
			6 Month	20.63	3.1%	20.94	3.1%	21.28	3.1%	21.64	3.1%
			1 Year	21.27	3.1%	21.59	3.1%	21.93	3.1%	22.31	3.1%
			2 Year	21.93	3.1%	22.26	3.1%	22.61	3.1%	23.00	3.1%
			3 Year	22.61	3.1%	22.95	3.1%	23.31	3.1%	23.71	3.1%
4	LAIIIA	**Electronic Services Coordinator - P/T**	Start	21.00	3.1%	21.32	3.1%	21.66	3.1%	22.03	3.1%
			6 Month	21.65	3.1%	21.98	3.1%	22.33	3.1%	22.71	3.1%
			1 Year	22.33	3.1%	22.67	3.1%	23.03	3.1%	23.42	3.1%
			2 Year	23.02	3.1%	23.37	3.1%	23.74	3.1%	24.14	3.1%
			3 Year	23.73	3.1%	24.09	3.1%	24.47	3.1%	24.89	3.1%
5	LAIIIB	**Senior Reference Assistant - P/T**	Start	22.42	3.1%	22.75	3.1%	23.12	3.1%	23.51	3.1%
			6 Month	23.12	3.1%	23.46	3.1%	23.84	3.1%	24.25	3.1%
			1 Year	23.83	3.1%	24.19	3.1%	24.57	3.1%	24.99	3.1%
			2 Year	24.56	3.1%	24.93	3.1%	25.33	3.1%	25.76	3.1%
			3 Year	25.32	3.1%	25.70	3.1%	26.12	3.1%	26.56	3.1%
6	LAIIIB	**Children & Youth Program Coordinator - F/T** **Senior Reference Assistant / Inter-Library Loans - FT** **Adult Services Programmer - P/T *** **Children's / Youth Services Programmer - P/T *** ** subject to evaluation*	Start	24.96	3.1%	25.34	3.1%	25.74	3.1%	26.18	3.1%
			6 Month	25.74	3.1%	26.12	3.1%	26.54	3.1%	26.99	3.1%
			1 Year	26.53	3.1%	26.93	3.1%	27.36	3.1%	27.83	3.1%
			2 Year	27.36	3.1%	27.77	3.1%	28.22	3.1%	28.70	3.1%
			3 Year	28.20	3.1%	28.62	3.1%	29.08	3.1%	29.58	3.1%
7	LAIIIB	**Senior Reference Assistant / Technical Services - F/T** **Senior Reference Assistant - F/T**	Start	26.69	3.1%	27.09	3.1%	27.53	3.1%	28.00	3.1%
			6 Month	27.51	3.1%	27.92	3.1%	28.37	3.1%	28.85	3.1%
			1 Year	28.36	3.1%	28.79	3.1%	29.25	3.1%	29.74	3.1%
			2 Year	29.24	3.1%	29.68	3.1%	30.15	3.1%	30.67	3.1%
			3 Year	30.14	3.1%	30.59	3.1%	31.08	3.1%	31.61	3.1%
8	LAIV	**Technical Services Coordinator - F/T**	Start	29.95	3.1%	30.40	3.1%	30.89	3.1%	31.41	3.1%
			6 Month	30.88	3.1%	31.34	3.1%	31.84	3.1%	32.39	3.1%
			1 Year	31.84	3.1%	32.31	3.1%	32.83	3.1%	33.39	3.1%
			2 Year	32.82	3.1%	33.32	3.1%	33.85	3.1%	34.42	3.1%
			3 Year	33.84	3.1%	34.35	3.1%	34.90	3.1%	35.49	3.1%

LOU – Student Minimum Wage

New Tecumseth Public Library

June 7, 2018

Kim Burgess

CUPE 905.04

Re: Student Minimum Wage

It is agreed that the Library will adjust student minimum wages in accordance with ESA, retroactive to Jan 1, 2018 and apply the prescribed step levels in effect as of Jan. 1 to Mar. 31, 2018.

Any future new minimum legislated student wage increases will be applied and paid (including the prescribed step levels in effect) during the term of the Collective agreement 2018 – 2022.

Mark Gagnon
CEO

Date: 07 JUNE 2018

Pavlina Thompson
Director, Human Resources

Date: June 7/2018

LOU – New Part-Time Positions

New Tecumseth Public Library

June 6, 2018

Kim Burgess

CUPE 905.04

RE: New part-time positions

This letter will communicate and confirm the steps in implementing two (2) new additional part-time positions in the bargaining unit (new classification), following ratification of the Collective Agreement.

The primary role of these two new positions is to provide additional staffing for children and adult programming as well as provide support for any other positions as required, e.g. backfill for sick leave, vacations, etc.

These two positions will have a home location, however, they will be expected to work at other library locations as needed. Hours of work will be no less than 20 hours per week on the master schedule.

It is agreed that the two new additional part-time positions will not be lower than level LAIIIB.

It is agreed that the employer and union will create a committee consisting of no more than 3 members each to meet to discuss the needs, ideas and concerns of management and union members in terms of staffing for adult and children's programming and how best to design the job description and hours of work.

Based on the committee discussions, Management will draft the appropriate job description and hours of work arrangements and will share with the union for an opportunity to provide further input. The new classification will be evaluated to ensure the appropriate wage rate is applied.

It is agreed that the two new additional part-time positions will be posted by September 30, 2018.

Mark Gagnon

CEO

Date: 07 JUNE 2018

Pavlina Thompson,

Director, Human Resources

Date: June 7/2018