

MEMORANDUM OF SETTLEMENT

BETWEEN:

WHITCHURCH-STOUFFVILLE PUBLIC LIBRARY BOARD

(hereinafter referred to as "the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.28

(hereinafter referred to as "the Union")

WHEREAS the parties have met to negotiate a renewal collective agreement which replaces the collective agreement that expired December 31, 2022;

AND WHEREAS the parties wish to resolve all of the outstanding issues between the parties;

THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to unanimously recommend this Memorandum of Settlement to their respective principals. The parties also agree to keep all details of this memorandum confidential until such time as both parties have ratified the settlement.
2. The agreed items shall be those items as attached hereto as the "Agreed to #1 – March 31, 2023," "Agreed to #2 – May 10, 2023," "Agreed to #3 – October 5, 2023," "Agreed to #4 – October 12, 2023," "Agreed to #5 – November 8, 2023," "Agreed to #6 – February 8, 2024" and "Agreed to #7 – May 3, 2024" (hereafter the "Agreed Items"). Unless specifically noted in this Memorandum or the attached Agreed Items, all terms and conditions of the Collective Agreement will be unchanged.
3. All adjustments to monetary entitlements, including compensation, are prospective in nature, unless expressly provided otherwise, and will be made no later than two (2) pay periods from the date that the last party ratifies this agreement. Retroactive wage adjustments and wage increases shall be applicable to all previous compensation (retroactive from January 1, 2023). Current employees will be paid no later than three (3) pay periods from the date that the last party ratifies this agreement. All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments.

4. The term of the Collective Agreement will be from January 1, 2023 through December 31, 2025.
5. The agreed terms and conditions will become effective following ratification.
6. Any proposals not specifically referenced in the attached Agreed Items and this Memorandum of Settlement shall be considered withdrawn and/or abandoned.
7. Any errors or omissions shall be mutually resolved by the parties acting reasonably with a desire to effect a final and binding collective agreement.
8. Final acceptance of the Memorandum of Settlement is subject to a majority vote in the affirmative by the membership of the Union and the Board of the Whitchurch Stouffville Public Library Board.

DATED this 3rd day of May, 2024.

For the Employer:

For the Union:

M. Wallace

M. Auguste

[Signature]

[Signature]

Michelle Brown

K.G.
[Signature]

[Signature]

**WSPL and CUPE 905.28 Agreed To Document #1
March 31, 2023**

The parties agree to the following changes to the Collective Agreement between the
Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

Amend the Collective Agreement title page as follows:

COLLECTIVE AGREEMENT

Between

WHITCHURCH-STOUFFVILLE PUBLIC LIBRARY BOARD

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 905.28

**October 15, 2019 –
January 1, 2023 - December 31, 2022**



HOUSEKEEPING

1. Create a gender-neutral Collective Agreement throughout – use of they, them or their.
2. Capitalization of all Positions, Titles, and Terms throughout for consistency ex. steward to Steward, Collective Agreement to Collective Agreement, Employer and Employee to Employer and Employee.
3. Any amendments made to the Collective Agreement impacting the index will be addressed at the conclusion of Bargaining and Reflected in the Memorandum of Settlement.
4. All timelines will be consistent to spell out the number and include the numerical value in brackets e.g., one (1)
5. All settlement notes in the previous MOS will be deleted as they are no longer relevant. Should a settlement note be in the opinion of one party relevant it will be negotiated and inserted as agreed into the body of the Collective Agreement.
6. All agreed to items will be signed off at the end of the bargaining day. In no event will an item which is agreed to be held back to become part of a “package”.

Amend Article 1.02 as follows:

- 1.02 The Employer recognizes the **Canadian Union of Public Employees (CUPE)** and its Local 905 as the bargaining agent for all employees of the Whitchurch-Stouffville Public Library, save and except for the Administrative Assistant (CEO), Coordinators, and persons above the rank of Coordinator.

Amend Article 4.05 as follows:

- 4.05 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 Articles dealing with union membership and dues check-off~~ **shall give new employees the name of the Lead Steward and a copy of the current Collective Agreement.**

Amend Article 4.07 as follows:

- 4.07 Employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Chief Executive Officer (CEO), or designate, ~~of the Employer.~~

Amend Article 5.01 as follows:

- 5.01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Chief Executive Officer of the Employer, or their designate, and the Unit Chair and **Recording Secretary** of CUPE Local 905.28 or a Library representative as designated by the Union.

Amend Title for Article 6:

Article 6 – RELATIONS UNION EMPLOYER RELATIONS

Move Article 6.05 to Article 6.01 (b) and renumber existing 6.01 to be (a).

Amend Article 9.02 as follows:

- 9.02 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator.

Where a referral to Arbitration has been made the other party shall provide a response which begins the selection process of the Arbitrator within ten (10) business days of receipt of the referral.

Add NEW Article 9.07 and renumber remainder of Article

- 9.07 The time limits fixed in both the grievance and arbitration procedures are mandatory, but may be extended by mutual consent, confirmed in writing by the parties.**

Move Article 10.02 to be NEW Article 8.08 and renumber

Add NEW Article 11.03 and renumber remainder of Article:

11.03 Within seven (7) days of a new Employee commencing employment their contact information shall be forwarded to the Unit Chair, 905.28 Recording Secretary and reception@cupe905.com

Amend Article 13.03 as follows:

13.03 Hiring of Outside Applicants

External job postings may be made at the same time as internal job postings. No outside applicant for any permanent vacancy shall be considered until the applications of present qualified Union members have been fully processed by the Employer.

Amend Article 13.04 as follows:

13.04 Trial Period

The A successful internal applicant shall be placed in the vacancy or new position for a trial period not exceeding three (3) calendar months. During the trial period, the employee shall be paid the full rate of pay for the job classification. If during the trial period, the employee proves unsatisfactory or makes a request to be returned to their former position, they will be returned to their former position and rate of pay without loss of seniority, as will any other employee in the bargaining unit who was promoted or transferred by reason of the original filling of the vacancy or new position. Any applicants for the original posting will then be given consideration in accordance with Article 13.02. If there are no qualified applicants, then the position would be reposted.

Move Article 13.06 to Article 19 as new Article 19.04 and renumber remainder of Article.


Move Article 14.05 to Article 8 and renumber remainder of Article.


Amend Article 21.01 as follows:

21.01 All Full-Time employees ~~who meet the eligibility criteria under the Ontario Municipal Employees Retirement System~~ shall join OMERS upon commencement of employment. Part-Time employees may elect to join OMERS ~~if they meet the eligibility criteria under the provisions of OMERS, at the relevant time~~ **upon commencement of employment.** The Employer and the employee shall make contributions in accordance with the provisions of OMERS.


Signed in Whitchurch-Stouffville this 31st day of March, 2023.


For the Employer:







For the Union:









**WSPL and CUPE 905.28 Agreed To Document #2
May 10, 2023**

The parties agree to the following changes to the Collective Agreement between the Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

6.04 The ~~Union and the~~ Employer shall ~~each~~ have the right at any time to have the assistance of outside representation when dealing or negotiating with each other.

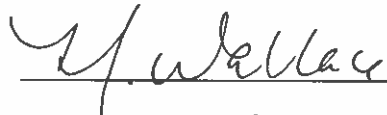
The Union shall have at any time the right to the support of the assigned CUPE National Staff Representative or any CUPE National specialty advisor when dealing with the Employer for any matter either directly or indirectly related to the interpretation or administration of this Agreement. Such Representative will have voice with no vote where applicable.

The CUPE National Staff Representative shall be recognized as having the right to advise and assist the Union Bargaining Committee and the right to speak, bargain and negotiate on their behalf.

Move Article 6.05 to become Article 6.01 (a).


Signed in Whitchurch-Stouffville this 10th day of May, 2023.

For the Employer:

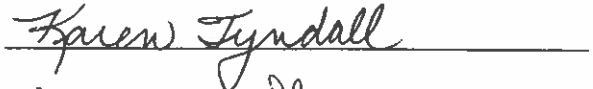




For the Union:











**WSPL and CUPE 905.28 Agreed To Document #3
October 5, 2023**

The parties agree to the following changes to the Collective Agreement between the Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

ARTICLE 3 – RESPECTFUL WORKPLACE

- 3.01 The Parties agree that the workplace should be free of **workplace harassment, workplace sexual harassment, violence, discrimination, and offensive remarks, materials and behaviours. It is further understood that this applies from Employer to Employee, Employee to Employee or Patron to Employee.**

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

3.02 **No Discrimination**

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

3.03 **Workplace Harassment**

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

3.04 **Workplace Sexual Harassment**

Workplace sexual harassment means:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

ARTICLE 6 – RELATIONS

- 6.01 A Union bargaining committee shall be elected or appointed and shall consist of not more than three employees, **(unit chair or designate and two (2) bargaining committee members)**.

Employees on the bargaining committee shall be allowed **three (3) days** without loss of salary or benefits to prepare for bargaining. ~~Part-time employees shall have their days calculated on a pro-rated basis based on their average and/or scheduled shift length.~~ The cost of the above days shall be invoiced to the Union for reimbursement.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The Employer and Union agree that it is of the utmost importance to adjust grievances as quickly as possible in accordance with the procedures set out below.

In calculating the time periods provided for in this Article and in Article 9, “business days” shall mean Monday to Friday, excluding paid holidays. **The day of filing the triggering event for any timeframes shall be excluded from the count.**

8.03 Step 2

Within five (5) business days of the receipt of the immediate Supervisor/Coordinator's reply, the employee, with the assistance of the Union, shall submit to the appropriate Manager, or designate, a written statement of the particulars of the grievance, including the articles of this Collective Agreement alleged to have been violated, and the remedies sought. **The appropriate Manager, or designate, shall meet with the Employee and the Steward within five (5) business days of receipt of the grievance.** The appropriate Manager, or designate, shall give their decision in writing within five (5) business days of the ~~submission of the grievance to them~~ **grievance meeting.**

Step 3

Failing satisfactory settlement at Step 2, the employee **or Union** may submit their grievance to the Chief Executive Officer within five (5) business days of the receipt of the reply at Step 2. The steward will convene a meeting at a mutually acceptable time with the grievance committee, the **grievor** and representatives of management, including, the Chief Executive Officer, within five (5) business days of the submission of the grievance to the Chief Executive Officer. A decision in writing will be provided no later than (5) business days from the date of the meeting.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.XX Where the Employee declines to exercise their right to Union representation, the Employer shall obtain dated and signed documentation of such refusal.

10.03 Each employee shall have reasonable access to their Personnel File ~~for the purpose of reviewing any evaluations or formal discipline notations contained therein,~~ in the presence of the CEO or designate. An Employee has the right to request copies of any ~~evaluation or disciplinary notation~~ **document** in this file.

ARTICLE 11 – SENIORITY

11.034 ...
(g) are not recalled for a period in excess of ~~twelve (12)~~ **eighteen (18)** months; or,
...

ARTICLE 12 – PROBATIONARY AND TEMPORARY EMPLOYEES

12.04 An employee may accept a temporary non-union assignment of up to twenty-four (24) months in a thirty-six (36) month period without losing their seniority in the bargaining unit. **For Part-Time employees, their Accumulation** of seniority shall freeze immediately. ~~For Full-Time employees, their seniority date will be adjusted by the number of weeks the employee was in the excluded position, upon their return to the bargaining unit.~~ **While an Employee fills a temporary position outside of the Bargaining Unit, they shall not pay Union dues, but will retain their seniority at the date of leaving the Bargaining Unit. It is understood that while an Employee is in a temporary position outside of the Bargaining Unit, the Collective Agreement shall not apply to them.**

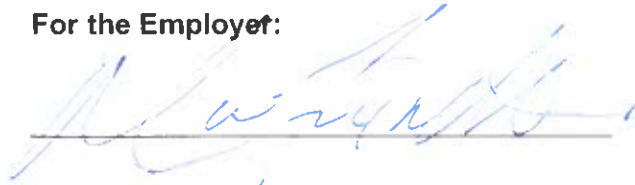
ARTICLE 20 – LEAVES OF ABSENCE

20.XX Mourner's Leave

The CEO or designate may authorize one (1) day of leave without pay to attend a funeral as a mourner.


Signed in Whitchurch-Stouffville this 5th day of October, 2023.


For the Employer:





T. Wallace

For the Union:









WSPL and CUPE 905.28 Agreed To Document #4
October 12, 2023 ✓

The parties agree to the following changes to the Collective Agreement between the Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

ARTICLE 15 - HOURS OF WORK

Amend Article 15.02 as follows:

15.02 Normal Hours of Work – Full-Time Employees

The standard work week shall have shifts which consist of seven (7) hours per shift. Employees shall be scheduled to work five (5) days in any pay period week and up to two (2) weekends in every four (4) weeks. The Employer shall ~~use its best efforts to~~ provide Full-Time employees with two (2) consecutive days off in every pay period week.

It is understood that scheduling an Employee to be off Friday and Saturday will be in compliance with this Article.

Amend Article 15.03 as follows:

15.03 Normal Hours of Work – Part-Time Employees

Where reasonably possible, scheduled hours of work for Part-Time employees shall be distributed equitably amongst employees ~~available and~~ qualified to perform the work.

Where additional hours of work are available ~~to be scheduled~~ **before the schedule is posted**, the Employer will endeavour to distribute these hours on the basis of seniority within their classification. No shift shall be less than ~~three (3)~~ **four (4)** hours unless by mutual agreement between the parties to this Collective Agreement.

The Employer shall schedule Part-Time employees with two (2) consecutive days off and two (2) weekends off in every four (4) weeks. Part-Time employees will and be scheduled for not more than five (5) consecutive days.

It is understood that scheduling an Employee to be off Friday and Saturday will be in compliance with this Article.

It is further understood that this Article does not apply to shift exchanges, meetings or coverage needs after the schedule has been posted.

Add new Article 15.06 and renumber the remaining articles accordingly:

NEW 15.06 Paid Break

Where the Employer designates an employee to act as the Person in Charge during their break, the employee will be required to remain in the Library and to respond when needed. In these circumstances, the designated employee's break shall be paid. Where the employee is required to respond during their break, when possible without impacting other employees or operations, they will be entitled to complete their break period.

Amend Article 15.07 as follows:

15.078 Meeting Attendance

Employees shall be compensated a minimum of three (3) hours for required mandatory attendance at department and staff meetings. Should the meeting be less than three (3) hours, employees will be required to work for the balance of the three (3) hours in order to receive this compensation. Should the meeting be more than three (3) hours, employees will be compensated for all hours in attendance.

For Full-Time employees, on a non-scheduled work day, their lieu bank shall be credited at the appropriate rate. For Part-Time employees, on a non-scheduled work day, they shall be compensated with paid time at the appropriate rate.

Scheduled shifts shall not be split or shortened in order to avoid overtime.

Signed in Whitchurch-Stouffville this 12th day of October, 2023.

For the Employer:

For the Union:














LETTER OF UNDERSTANDING

BETWEEN

WHITCHURCH STOUFFVILLE PUBLIC LIBRARY BOARD

(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.28

(the "Union")

Re: New Scheduling Practices

The Parties agree that a committee shall be struck to discuss any benefits and issues created by the implementation of the new scheduling provisions in the Collective Agreement.

The committee shall consist of two (2) representatives from the Employer and two (2) bargaining unit representatives, plus a National Representative if available, on behalf of the Union. The committee shall arrange a meeting at least nine (9) months, and no more than twelve (12) months, following the implementation of the new schedule.

Signed in Whitchurch-Stouffville this 12th day of October, 2023.

For the Employer:

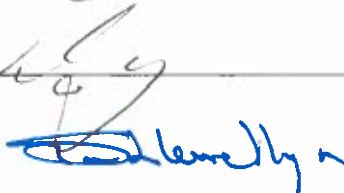
For the Union:











**WSPL and CUPE 905.28 Agreed To Document #5
November 8, 2023**



The parties agree to the following changes to the Collective Agreement between the Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

Amend Article 6.03(b) as follows:

6.03 (b) It is understood that stewards have their regular work to perform. If it is necessary for them to leave their work during working hours in order to process grievances or attend grievance meetings with the Employer, they will first obtain permission from their immediate supervisor. Such permission shall not be unreasonably withheld. In obtaining such permission, the stewards shall state their destination **and the approximate time required** to their immediate supervisor and report again to their supervisor at the time of their return to work. Reasonable Time spent by a Steward assisting an employee in presenting a grievance, shall be without loss of regular pay.

It is further understood that time outside of the regularly scheduled day shall be compensated at straight time.

Add NEW provisions to Article 10:

10.XX Where the Employer intends to hold a meeting where an Employee has a right to Union representation, the Union shall be advised of the type of meeting in advance.

10.XX Where the Employer is calling a meeting with the Employee for the purposes of fact-finding or investigations the Employee shall have a Union Steward present.

Signed in Whitchurch-Stouffville this 8th day of November, 2023.

For the Employer:

For the Union:













WSPL and CUPE 905.28 Agreed To Document #6
February 8, 2024

The parties agree to the following changes to the Collective Agreement between the Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

Amend Article 7.01 as follows:

- 7.01 A Labour/Management Committee consisting of not more than two (2) **bargaining unit** representatives from the Union who have completed their probationary period, and two (2) representatives from the Employer may meet with a view to promoting good labour management relations and communications. The Union shall endeavour in good faith, to select two (2) representatives in a manner that minimizes the impact on operations and services to the public. The Labour/Management Committee shall be advisory and consultative only and shall not discuss negotiations or grievances.

In addition to the above, the CUPE National Staff Representative and another Employer representative shall be permitted to attend and act as a representative, each of whom shall have voice with no vote.

Amend Article 8.03 as follows:

8.03 Step 1 – Early Resolution

It is agreed that an employee does not have a grievance unless the employee has discussed the matter with **their** immediate Supervisor/Coordinator, or designate, within five (5) business days of the event or time at which the employee became aware or ought reasonably to have become aware of the event leading to the grievance. **The employee may have the support of a Union Steward when meeting with their Supervisor/Coordinator.**

The immediate Supervisor/Coordinator, or designate, shall reply to the employee within five (5) business days. Grievances and replies of the Employer shall be in writing commencing at Step 2 **at all steps** of the grievance procedure.

Amend Article 10.01 as follows:

- 10.01 At the time of imposition of discipline or discharge, an employee shall be advised by the Employer of the reasons, therefore. The employee ~~may~~ **shall** have **the right to have a representative of the Union Steward** present and the Employer will advise the employee of that right. The employee and the Union will be provided with the reasons in writing for such action.

Amend Article 12.01 as follows:

- 12.01 Newly hired employees shall be on probation for the first six (6) calendar months of active employment. During the probationary period, the employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. After completion of the probationary period, seniority shall be effective from the original date of employment. **Probationary employees may be terminated at the Employer's sole discretion, without recourse to the grievance and arbitration process, unless the termination was arbitrary, discriminatory or in bad faith.**

Amend Article 12.02 as follows:

12.02 Temporary Employees

- (a) A Temporary Employee is one who is hired for a stated purpose and period of time not to exceed nine (9) consecutive months. A member of the bargaining unit who accepts a position on a temporary basis for a predetermined period is not considered a Temporary Employee.
- (b) Temporary Employees shall not acquire seniority and shall only be subject to the following terms of the Collective Agreement:
- Article 2 – Management Rights
 - Article 3 – Respectful Workplace
 - Article 4 – Union Dues Check Off
 - **Article 8 – Grievance**
 - **Article 9 - Arbitration**
 - Article 15 – Hours of Work
 - Article 16 – Overtime
 - Article 202.023 – Bereavement Leave
 - Article 253 – Payment of Wages
- (c) **Temporary Employees shall be entitled to vacation time, vacation pay and public holiday pay in accordance with the *Employment Standards Act, 2000*. Temporary Employees will receive their vacation pay on each pay cheque.**

Amend Article 12.03 as follows:

12.03 Temporary Replacement Employees

- (ba) It is understood, where a permanent employee is on an approved leave of absence (for example, pregnancy/parental leave, long-term disability leave, temporary non-

Union assignment), the Employer may fill the incumbent's position for the length of the employee absence to a maximum of twenty four (24) months, which can be extended by mutual agreement. The Employer shall advise the Union of the hiring of a Temporary **Replacement** Employee hired to backfill a permanent employee on leave, including the name of the individual and the estimated duration. If the leave of absence is filled by another permanent employee, the Employer agrees to backfill the second permanent employee and any subsequent vacancy caused.

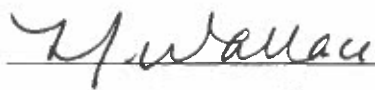
(eb) **Temporary Replacement Employees shall not acquire seniority but shall be subject to the terms and conditions of the Collective Agreement with the exception of the following:**

- **Article 10 – Discipline and Discharge**
- **Article 11 – Seniority**
- **Article 13 – Job Postings**
- **Article 14 – Lay-offs and Recalls**
- **Article 18 – Vacations**
- **Article 19 – Short Term Disability and Sick Leave**
- **Article 21 – Employee Benefits**

(c) **Temporary Replacement Employees will be entitled to vacation time and pay in accordance with the *Employment Standards Act, 2000*. Temporary Replacement Employees will receive their vacation pay on each pay cheque.**

Signed in Whitchurch-Stouffville this 8th day of February, 2024.


For the Employer:







For the Union:





LETTER OF UNDERSTANDING

BETWEEN

WHITCHURCH STOUFFVILLE PUBLIC LIBRARY BOARD

(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.28

(the "Union")

Re: Union Representatives and Unit Executive

WHEREAS the Union has had ongoing vacancies amongst their unit executive;

AND WHEREAS the Union is committed to actively seeking bargaining unit members to act as the unit executive;

AND WHEREAS employees who become unit executive members will require additional training;

NOW THEREFORE the Parties agree as follows:

1. Following the ratification of the Collective Agreement, the Union will be represented by Union Representatives outside of the bargaining unit (including the National Representative) at all meetings called by the Employer, including grievance related meetings, investigation meetings, Labour Management meetings etc.
2. Once bargaining unit member(s) have been elected and trained to perform the functions of the unit executive, they will take over these duties. The Union shall advise the Employer once this has taken place.
3. In order to ensure that bargaining unit members are trained to perform the functions of the unit executive, the parties agree to allow additional union leave for the purpose of facilitating this training. Payment for such Union leave will be in accordance with Article 20.04 of the Collective Agreement.

Signed in Whitchurch-Stouffville this 8th day of February, 2024.

For the Employer:



For the Union:



**WSPL and CUPE 905.28 Agreed To Document #7
May 3, 2024**

The parties agree to the following changes to the Collective Agreement between the Whitchurch-Stouffville Public Library Board and CUPE, Local 905.28:

- 12.04 (e a)** A Temporary Employee or Temporary Replacement Employee may be terminated for unsuitability prior to the end of the temporary period. No grievance will be filed with respect to the discipline or discharge of a Temporary Employee or Temporary Replacement Employee except in cases of discharge where it is alleged that the termination of the Temporary Employee or Temporary Replacement Employee was ~~done~~ arbitrary, discriminatory or in bad faith.
- (f b)** For the purposes of Article 13.02, Temporary Employees or Temporary Replacement Employees will be considered prior to external applicants.
- (c)** Temporary Employees and Temporary Replacement Employees shall be entitled to one (1) paid sick leave credit for every seventeen (17) continuous weeks of service up to a maximum of three (3) sick leave credits per calendar year. Should the Temporary Employee or Temporary Replacement Employee's employment terminate prior to the end of a full year it is understood that time taken shall be prorated and any time taken but not accrued will be deducted from the Employee's final pay cheque.

Note: the remainder of Article 12 to be renumbered

NEW 15.06 (a) Person in Charge

Where an Employee is asked to work the duties of Person In Charge, they will receive a shift premium of \$2.00 per hour.

ARTICLE 17 – PAID HOLIDAYS

17.01 ~~The Employer recognizes the following as paid holidays for all Full-Time and Part-Time employees:~~ **The following paid holidays and any other holidays proclaimed by the Provincial or Municipal Government, regardless of when they fall, will be granted with pay to all Employees:**

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

NEW 17.XX – CITIZENSHIP

When an Employee is scheduled to take the oath of citizenship, they shall be granted one (1) day leave without pay.

ARTICLE 18 – VACATIONS

18.03 Vacation Entitlement – Part-Time

Part-Time and Temporary employees with less than 5 years of service with the Library will receive 4% vacation pay based on their gross earning each payroll and 6% for employees with over 5 years of service.

Employees with less than 5 years of service may request up to two weeks of unpaid vacation time off during each vacation year; employees with 5 or more years of service may request 3 weeks of unpaid vacation time off during each vacation year. However, for these employees, it is not mandatory to take time off.

Employees may request vacation as individual days or in week-long blocks. It is understood that Employee requests for a week-long vacation block shall mean one pay period week (i.e. Saturday through Friday).

ARTICLE 19 – SHORT TERM DISABILITY AND SICK LEAVE

19.01 Sick Leave

- a) Full Time Employees are entitled to ten (10) paid days of sick leave per year, to be used as full or half shifts.
- b) **All part-time Employees shall have five (5) paid shifts of sick leave credits days per year to be used in full shifts. The number of hours of sick pay will be based on the number of hours the part time employee was scheduled to work.**
- c) Sick leave credits are non-cumulative, do not vest and are not payable upon termination of employment.
- d) Employees may use up to **50%** of **their** sick leave for the purpose of providing dependent care. Dependents in this article are defined as an employee's spouse (including common-law spouse), child, step-child, or parent.
Employees are required to notify their Supervisor to utilize this entitlement including which dependent requires the care.

ARTICLE 20 – LEAVE OF ABSENCE

20.XX Leave of Absence for National or Provincial Library Organization

At the request of the Employee, the Employer may allow Employees to attend conferences, conventions and workshops related to library organizations and library-oriented programmes with pay and without loss of seniority. Where the Employee is requested by the Employer to attend such functions, the Employer shall also pay all approved expenses incurred by the Employee.

Time spent at a conference, convention, or workshop (or on travel associated with any of the aforementioned) shall not be considered overtime and it is understood that the scheduling provisions in Articles 15.02 and 15.03 will not apply.

20.02 Paid Jury Leave or Court Witness Leave

The Employer shall grant leave of absence, without loss of seniority or benefits to an Employee who serves as juror or who is subpoenaed to appear as a witness in court in a case in which they have no personal interest, and who would otherwise be on normal working duty for the Employer. Such leave will not constitute a break in service for the calculation of seniority or sick leave credits. The Employer shall pay such Employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals and other expenses. The Employee will present proof of service and the amount of pay received.

It is understood that where vacation has been scheduled during said leave, it may be cancelled upon request by the Employee. ~~The Employee shall suffer no loss of seniority.~~

20.03 Bereavement Leave

- (a) In the event of a death in the immediate family of an Employee, the Employer agrees to grant time off with normal pay (exclusive of premiums) **for the purpose of grieving**, making arrangements for and/or attending the funeral.
- i) Up to five (5) days for **loss of spouse, partner (or common-law spouse), parent or step-parent, or child (includes the child of a common-law spouse and a step-child)**.
 - ii) Up to three (3) days for **loss of mother, father, stepparents or brother, sister, sibling, grandchild, grandparent (or step-relative of the aforementioned), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.**
 - ~~(iii) up to two (2) days for loss of son/daughter-in-law, or parent-in-law of either the employee or spouse;~~
 - ~~(iv) up to one (1) day for loss of grandchild, grandparent, brother/sister-in-law, uncle or aunt of either the employee or spouse.~~
 - iii) Up to one (1) day for **attending the funeral of an aunt, uncle, niece or nephew, of the Employee**
- (b) Bereavement leave must be taken in consecutive calendar days **and may not be accrued**. However, an employee may reserve one (1) bereavement day from the appropriate entitlement to attend a funeral, burial or "Celebration of Life", which occurs at a later date.

- (c) **Notwithstanding (b) above, employees may request to delay their entire bereavement leave due to individual circumstances and will provide reasonable proof in support of this request.**
- (d) **It is understood and agreed that the Employee will notify the Employer of their need for bereavement leave, including the need to reserve any portion of their bereavement leave to a later date, as soon as possible following the death of the family member. The Employer reserves the right to request reasonable proof in the circumstances.**
- (e) **When attending a funeral as outlined above and the burial occurs outside the Province of Ontario, and/or is in excess of 400 kilometres from the Employee's home, then the Employee will be provided with leave without pay for the reasonable travelling time, not to exceed four (4) additional days.**
- (e f) **In the event that bereavement leave is required while an employee is on paid vacation, such paid vacation is re-credited to the employee.**

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding on the parties and the employees in the bargaining unit and shall remain in effect from **January 1, 2023 to December 31, 2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the date of its expiry that it desires its termination or amendment.

SCHEDULE A – Wages

January 1, 2023 – 3.25%
January 1, 2024 – 3%
January 1, 2025 – 3%

The rates are to be applied retroactively.

Eliminate Page I classification – all Pages will be classified as Page II.

Cost of Living Adjustment to Page II , Maker Space Assistant and Program Clerk of \$1.00 per hour to step 4 of Grades 3 and 4 prior to application of percentage increase. Steps 1-3 of Grades 3 and 4 to be adjusted to maintain the existing differentials between steps.

Add Maker Space Assistant and Program Clerk into Schedule "A" at Grade 3

DATED this 3rd day of May, 2024.

For the Employer:

For the Union:

G. Wallace

[Signature]

Mark Fyfe

[Signature]

Nina Brown

[Signature]

[Signature]

[Signature]

[Signature]