

AGREED TO ITEMS #1
May 10, 2024

The parties agree to the following changes to the Collective Agreement between the New Tecumseth Public Library Board and CUPE, Local 905.04:

HOUSEKEEPING ITEMS:

- Amendments to incorporate gender neutral language
- Correction to spelling, grammar, and punctuation
- Amend updating errors from last round.

2.04 The Library may agree to hiring co-op students or interns who will be restricted to work performed by Volunteers as described in sub article 2.03, **job shadowing** and/or special projects which are mutually agreed between the parties. Individuals utilized under this sub article shall not cause a member of the CUPE bargaining unit to be laid off or have a reduction of their hours as a result of their work. 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.

~~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.~~

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.

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~~ **Lead** Steward, but not more than one (1) per library branch excluding the ~~Chief~~ **Lead** 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.

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 their Steward to be present at the interview. A Steward or † Local union officer may consult with a CUPE staff representative and may have them present at any discussion with the CEO (or designate) which might be the basis for disciplinary action.

Article 11 – Seniority

- 11.03 a) An employee shall have no seniority rights during their probationary period. Upon completion of the period, seniority shall be effective from the original date of hire ~~employment~~.
- b) A Temporary Employee shall not acquire seniority, except in the event that the employee is subsequently appointed to permanent staff, in which case, upon completion of the probationary period, their seniority shall be backdated to their date of hire as a Temporary Employee in their current period of continuous employment. Employment shall be considered continuous provided the employee did not have a break of service for more than thirty (30) calendar days.

Article 12 – Job Postings

12.02 Vacancies may be concurrently posted, internally and externally, so as not to impede the recruitment process. No external candidate will be considered before all internal candidates have been considered.

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 their former position, wage or salary rate, without loss of seniority. If such position does not exist the employee will be laid ~~not~~ off. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their 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, or a Temporary Employee should no permanent employee be willing or available.

Housekeeping – remove the word “not” that was stricken and missed during editing of the last Collective Agreement.

Article 14 – Hours of Work/Overtime

14.02 An employee shall be entitled to the following rest periods:

- Shifts of more than three (3) hours, **and up to and including** ~~but less than~~ five (5) hours, shall be entitled to a fifteen (15) minute paid rest period.
- Shifts of more than five (5) hours, **and up to** ~~but less than~~ seven (7) hours, shall be entitled to a thirty (30) minute unpaid rest period.
- Shifts of seven hours or more shall be entitled to two (2) fifteen (15) minute paid rest periods and a thirty (30) minute unpaid rest period.
- Employees may elect to combine their break times up to a maximum of forty-five (45) minutes, ~~a request for such shall be submitted to the Manager on shift and shall not be unreasonably denied.~~

Any employee who is required to be "on call" during lunch shall be paid for such.

Article 15 – Employee Transfers

15.01 An employee who has successfully completed their 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 they return to the bargaining unit within this time frame, ~~she~~ they will be credited with such seniority accrued prior to leaving the bargaining unit. No employee shall be transferred outside of the bargaining unit against their will.

Housekeeping – remove the word “she” that was stricken and missed during editing of the last Collective Agreement.

Article 16 – Paid Holidays

16.01 amend to read “National Day for Truth & Reconciliation”

Article 17 – Vacations

17.02 Temporary employees shall ~~receive~~ **be entitled to** vacation and vacation pay pursuant to the *Employment Standards Act*. **Temporary employees shall receive their vacation pay bi-weekly, through payroll deposit, based upon the number of hours worked during the pay period.**

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

Housekeeping – remove the word “she” that was stricken and missed during editing of the last Collective Agreement.

Article 18 – Bereavement Leave

18.02 An employee shall be granted five (5) consecutive scheduled shifts when a death occurs in the family. Such scheduled shifts must fall within a ten (10) calendar day period. Family is defined to include: spouse, child, foster child, parent, foster parent, **sibling**, ~~brother, sister, father~~ **parent-in-law, mother-in-law, son, child-in-law, daughter-in-law**, spouse's child, grandchild, spouse's grandchild (including step and common law relationships).

18.03 An employee shall be granted three (3) consecutive scheduled shifts bereavement leave in recognition of the death of the employee's grandparent, ~~sister~~ **sibling-in-law, brother-in-law**, spouse's grandparent, or great-grandchild (including step and common law relationships). Such scheduled shifts must fall within a ten (10) calendar day period.

Article 21 – Leave of Absence

21.05 a) An employee shall receive pay and benefits provided for in this agreement ~~W~~ 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 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 two (2) years. 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 their~~ **attend their** Canadian citizenship ~~ceremony application~~.

Article 25 – Job Security

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 ~~Union regular staff within the branch~~ when planning to use students to replace any hours of staff who are on vacation.

Article 27 – General Conditions

27.04 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~~ **Lead** 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 their designate, and the Steward involved if applicable, as well as the National Representative.

Article 28 – ~~Consultation~~ Labour Management

Article 29 – ~~Legislation~~ Health and Safety

Article 30 – ~~Duration of Agreement~~ Legislation

Article 30 31 – Duration of Agreement

Signed in New Tecumseth this 10th day of May, 2024


For the Employer:

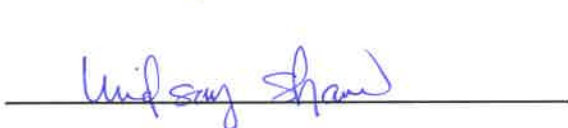







For the Union:







AGREED TO ITEMS #2
July 19, 2024

The parties agree to the following changes to the Collective Agreement between the New Tecumseth Public Library Board and CUPE, Local 905.04:

- 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 **prior to any labour disruption** ~~up to and including conciliation~~ provided that direct negotiations take place for any part of such days.
- c) Employees on the bargaining committee shall be allowed ~~two (2)~~ **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 hours over the previous twelve (12) weeks, and/or scheduled shift length.

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

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. **For clarity, the last date of hire is the date on which an employee works their first scheduled shift with the Employer.**

14.07 Working Alone

No employee in a branch shall work alone, unless due to unforeseen, exceptional circumstances of a short duration. Branches can only open when two or more employees are present. This provision includes the facilitation of programs that fall outside of branch open hours.

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
National Day for Truth & Reconciliation	Thanksgiving Day
½ Christmas Eve Day	Christmas Day
Boxing Day	½ New Year's Eve Day

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*.

17.01 a) **Vacation Entitlement**

i) Full-time employees shall be entitled to paid vacations **days** as follows:

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

- ii) **Part-time employees shall be entitled to unpaid vacation days as follows:**

Months of Service	Annual Vacation
1 – 24 months (0 to 2 years)	2 weeks (prorated in the first year)
25 – 84 months (2+ to 7 years)	3 weeks
85 – 168 months (7+ to 14 years)	4 weeks
169-228 months (14+ to 19 years)	5 weeks
229 - 288 months (19+ to 24 years)	6 weeks
289 months plus (over 24 years)	7 weeks

The number of vacation days each Part-Time Employee is entitled to is determined by the average shifts worked per week in the prior year according to their Regular Schedule. For example, if an employee has 3 years of service and has an average of 3 shifts per week, then they would be entitled to 9 vacation days for that following year (3 x 3). In their first year of employment, a part-time employee's entitlement to prorated vacation will be determined based on the average number of shifts scheduled per week.

Flexibility will be given in that these days may be taken off as individual days rather than blocked weeks of time.

~~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.~~

- iii) All requests for vacation will be granted subject to the efficient operations of the library.
- iv) 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) Vacation Pay

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

Months of Service	Annual Vacation	Percentage of Payment
1 – 24 months (0 to 2 years)	10 days	4%
25 – 84 months (2+ to 7 years)	15 days	6%
85 - 168 months (7+ to 14 years)	20 days	8%
169-228 months or more (14+ to 19 years)	25 days	10%
229 - 288 months (19+ to 24 years)		10%
289 months plus (over 24 years)		10%

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.

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

18.04 An employee shall be granted one (1) scheduled shift bereavement leave in recognition of the death of an **parent's sibling** ~~aunt, uncle~~, grandparent's **sibling** ~~great aunt, great uncle~~, cousin, **sibling's child** ~~niece or nephew~~ and great-grandparents, of the employee or employee's spouse (including step and common law relationships).

21.04 The Employer may grant a leave-of-absence without pay to employees for **union work**, conventions, conferences or seminars. No more than ~~one~~ **two (2)** employees may be absent at one time. Such leaves shall not exceed an aggregate of **twenty-five (25)** ~~twenty (20)~~ days in any calendar year. **Requests shall be made at least two (2) weeks in advance. Additional days and the number of people on a leave of absence at any given time may be increased with the approval of the Chief Executive Officer or designate.**

Article 23 – Benefits

23.02 a) **For Full-Time Employees, ¶ 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:**

- i. Short term disability
- ii. Long term disability;
- iii. Health care/medical care/vision care as agreed and as outlined in the booklet referenced in 23.04
- iv. Dental care;
- v. Life insurance;
- vi. Dependent life insurance;
- vii. Accidental death and dismemberment insurance.

b) **For Part-Time Employees, the Employer agrees to provide a Health Care Spending Account of \$250 per employee per year to be used for Extended Health Care including Paramedical, or Drug Coverage, or Dental Care, or Vision Care, effective April 1, 2026.**

25.02 In the event of technological change ~~with an impact to the employees~~, **wherein it has been determined by management that such change will result in the displacement of personnel** 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.

ARTICLE 29 – HEALTH & SAFETY

29.01 The Employer and the Union are committed to a respectful workplace and agree to be bound by New Tecumseth Public Library’s Workplace Harassment Policy and Violence in the Workplace Policy, and the *Occupational Health and Safety Act*, and all other relevant policies and legislation as amended from time to time, in order to promote and encourage a safe and respectful workplace for all Employees.

29.02 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. The Employer will provide the Employee with any required training.

29.03 Workplace Video Surveillance

The parties agree that all video surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee safety. Video surveillance equipment will not be used for the purpose of regular monitoring of Employees in the workplace.

SCHEDULE A

April 1, 2024 3.25%

April 1, 2025 3.25%

April 1, 2026 2.5%

Rates to be applied retroactively. All retroactive payments to both current and former employees shall be made on a separate payroll deposit.

Signed in New Tecumseth this 19th day of July, 2024

For the Employer:

For the Union:

Letter of Understanding #1

Re: Student Minimum Wage

It is agreed that the Library will adjust student minimum wages in accordance with **the** ESA, ~~retroactive to January 1, 2018 and apply~~ **maintain the relationship between** the prescribed step levels ~~in effect as of January 1 to March 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 2024 – 202X.

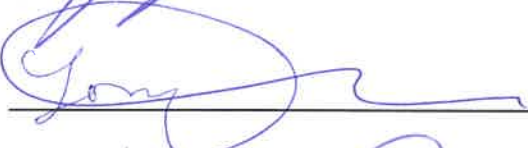
Signed in New Tecumseth this 19th day of July, 2024

For the Employer:

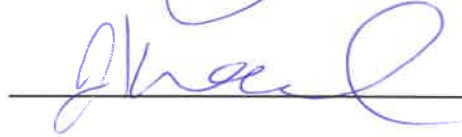
For the Union:













Letter of Understanding #2

re: Workload Management

The Employer and the Union are committed to maintaining a workplace that focuses on the well-being of all employees and shall work collaboratively to resolve workload management issues. The Employer and the Union recognize that workload can fluctuate and therefore needs to be reviewed on a consistent basis agreeable to both parties with the goal of fair, reasonable, and equitable distribution of workload.

Therefore, the parties have jointly agreed to the below understanding to ensure ongoing communication related to workload:

1. The Employer will utilize multiple methods in an ongoing effort to effectively manage workload demands. Specifically:
 - a. The Employer will fill vacancies and assess the need for new positions or changes to current positions to the best of their ability, subject to funding and volume.
 - b. The Employer will ensure that Workload Management will be a standing agenda item for the Labour Management Committee Meetings and branch meetings.
2. The employee will initiate feedback and communication in multiple ways to ensure continued collaborative workload resolution strategies with the Employer:
 - a. The employee will actively engage and participate in meetings to identify challenges and potential solutions to issues they are experiencing.
 - b. The employee may request a review of their workload to their direct Manager and the Manager will make best efforts to respond within one (1) calendar week.
 - c. A meeting between the Manager and employee will be held at a mutually agreeable time, ideally within two (2) calendar weeks of the Manager's response. The purpose of the meeting will be to explore a plan to address and resolve workload issues, using the workload assessment as evidence of demonstrated need.


Signed in New Tecumseth this 19th day of July, 2024


For the Employer:





For the Union:





Kris

Lindsay Shaw

AGREED TO ITEMS #3
July 19, 2024

Article 14 – Hours of Work/Overtime

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

ii) **For Full-Time Employees, ¶** 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.

For Part-Time Employees, the parties agree that any authorized extra hours more than the number of hours the Employee is normally scheduled to work per week ~~between thirty (30)~~ but less than forty-four (44) may be paid in lieu time, at the request of the employee, 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) **For Full-Time Employees, §** 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.

For Part-Time Employees, such banked hours may not exceed the number of hours the Employee is normally scheduled to work per week at any one time ~~thirty (30) hours at any one time. A part-time employee may not bank more than that which the employee is normally scheduled to work per week.~~ 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) **For Full-Time Employees, A** 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.


For Part-Time Employees, any hours accrued after the bank has reached ~~thirty (30) hours~~ the number of hours the employee is normally scheduled to work per week shall be paid in accordance with the Employment Standards Act R.S.O. 2000.


b) Where an employee is required to present themselves 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 they are 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.


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 **five (5) ~~seven (7)~~ four (4)**.

Signed in New Tecumseth this 19th day of July, 2024

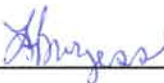
For the Employer:




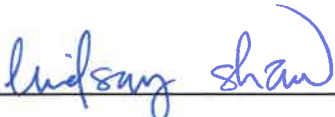




For the Union:







MEMORANDUM OF SETTLEMENT

BETWEEN:

THE NEW TECUMSETH PUBLIC LIBRARY BOARD

(hereinafter referred to as "the Library")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.04

(hereinafter referred to as "the Union")

WHEREAS the parties have met to negotiate a renewal collective agreement which replaces the collective agreement that expired March 31, 2024;

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 Items #1 – May 10, 2024," "Agreed to Items #2 – July 19, 2024," and Agreed to Items #3 – July 19, 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 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 shall be applicable to all previous compensation (retroactive from April 1, 2024). Employees, including former employees, will receive their retroactive wages as a separate payment no later than sixty (60) days 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 April 1, 2024 to March 31, 2027.


5. Any proposals not specifically referenced in the attached Agreed Items and this Memorandum of Settlement shall be considered withdrawn and/or abandoned.
6. Any errors or omissions shall be mutually resolved by the parties acting reasonably with a desire to effect a final and binding collective agreement.
7. Final acceptance of the Memorandum of Settlement is subject to a majority vote in the affirmative by the membership of the Union and the members of the Library Board.

DATED this 19th day of July, 2024.

For the Library:







For the Union:

