



**PART-TIME
LIBRARY EMPLOYEES
COLLECTIVE AGREEMENT**

C.U.P.E. LOCAL 905.10

and

NEWMARKET PUBLIC LIBRARY BOARD

April 1, 2023, to March 31, 2026

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THIS AGREEMENT entered into effective the 1st day of April 2023.

B E T W E E N:

THE TOWN OF NEWMARKET PUBLIC LIBRARY BOARD
hereinafter referred to as the "Employer"

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
C.U.P.E. LOCAL 905.10
(Library Employees Part-Time) hereinafter referred to as the
"Union"

OF THE SECOND PART

Article 1 - Preamble

1.01 Preamble

It is the purpose of both parties to this agreement:

- 1) to maintain and improve relations and settle conditions of employment between the Employer and the Union;
- 2) to recognize the value of joint discussions and negotiations;
- 3) to encourage efficiency in operations;
- 4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 5) to recognize the right of the Employer to manage its own affairs without unreasonable restrictions.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

Article 2 - Management Rights

2.01 Respect to Management Rights

The Union acknowledges it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency:
- b) Promote, classify, demote, layoff, transfer and hire employees and also to suspend, discipline or discharge employees covered by this Agreement.

The Union further recognizes the right of the Employer to operate and manage the Library in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees.

The Employer shall exercise its rights in a fair and reasonable manner.

2.02 Exercise of Management Rights

None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

2.03 Employer Defined

For the purpose of this Agreement it is recognized that the C.E.O. and Department Heads as applicable, are agents of the Employer.

Article 3 - Recognition

3.01 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all Employees regularly employed for not more than forty-eight (48) hours bi-weekly, any person employed through a government grant, working solely on duties specified in the government program but who shall be paid no less than the minimum Union rate save and except C.E.O., Manager, Library Operations, Manager, Library Services, Head of Children's Services, Circulation Manager, Systems Manager, Systems Technician, Administrative Coordinator, Marketing and Communications Coordinator, Accounting Clerk, Customer Experience, Supervisor, Programs & Community Engagement, and Financial Analyst and full time employees.

3.02 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this collective agreement.

3.03 Recognition of Union Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select up to three (3) stewards, each of whom shall have attained seniority. The names of the stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such Steward until it has been so notified.

The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this agreement. The Union undertakes to instruct its officers, stewards and members, to cooperate with the Employer and with all persons representing the Employer in a supervisory capacity.

Article 4 - No Discrimination

4.01 Neither Employer nor Union Shall Discriminate

The Employer and the Union agree there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practice with respect to any Employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, same sex partnership status, family status or disability, nor by reason of the Employee's activity or non-activity in the Union.

If the immediate Supervisor is the subject of a complaint the matter shall be brought to the attention of the CEO or designate.

Article 5 - Union Membership Requirements

5.01 All Employees to be Members

All employees of the Employer except as noted in 3.01 shall become and remain members of the Union, according to the constitution and by-laws of the Union. All new employees shall become and remain members of the Union within thirty (30) days of employment.

5.02 Check Off Payments

The Employer shall deduct from every Employee any dues, levied by the Union on its members. Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made.

Upon request, a list of names and most recent contact information including phone number and

home address of employees of the bargaining unit will be provided to the Unit Chair.

5.03 Employer Indemnity

In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection or forwarding of these dues.

5.04 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall type in the amount of Union dues paid by each Union member in the previous year.

Article 6 - Employer & Union Shall Acquaint New Employees

6.01 New Employees

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 article dealing with Union security and dues check off. The Employer shall provide a copy of the Collective Agreement to all new employees.

6.02 Interviewing Opportunity

A representative 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 week of employment for the purposes of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

6.03 Designation of Supervisor

Every Employee shall be notified of the name of their immediate designated Supervisor.

Article 7 - Correspondence

7.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the C.E.O. and the Unit Chair/Chief Steward.

7.02 Copies of Resolutions and Reports

Copies of the approved minutes of public meetings of the Library Board containing matters which affect the members of this Union are to be:

- 1) forwarded to the Unit Chair/Chief Steward of the Union, and
- 2) posted on the bulletin board(s) within seven (7) days of approval, whenever possible.

Article 8 - Bargaining Relations

8.01 Representation

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.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the committee.

8.03 Representation by the Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to assist in the settlement of a grievance.

8.04 Time off for Meeting

Any representative of the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiations with the Employer, held within working hours without loss of remuneration.

Each Bargaining Committee member, who is in the employ of the Employer, shall be granted up to seven (7) hours of paid leave to prepare for bargaining. Up to twenty one (21) hours of time spent in bargaining outside an Employee's scheduled working hours shall be paid out at straight time or taken as time in lieu as agreed to between the parties.

Article 9 - Grievance Procedure

9.01 Settling of Grievances

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints as quickly as possible. It is understood that an Employee does not have a complaint unless it is officially brought to the attention of the immediate Supervisor as a “pre-grievance complaint” within five (5) working days of the event or time at which the Employee became or ought reasonably to have become aware of the event which led to the complaint. The immediate Supervisor shall reply to the complaint within five (5) working days.

9.02 Grievance Steps

Step No. 1

Failing settlement of the complaint, the Union may file a grievance on behalf of the aggrieved Employee within five (5) working days with the appropriate Department Head. The grievance shall be in writing and shall include what article (s) of the Collective Agreement is being grieved; why it is being grieved; and shall specify the relief sought. The Parties shall meet within a further five (5) working days with the Department Head or their designate, to consider the grievance. The appropriate Department Head shall give their decision in writing within five (5) working days from the receipt of the grievance. If the decision is not satisfactory to the Employee concerned then the grievance may be presented as follows:

Step No. 2

Within five (5) working days after the decision is given under Step No. 1, the Union and the aggrieved Employee, shall meet within a further five (5) working days with the C.E.O. or their designate, to consider the grievance. The C.E.O. shall give their decision within five (5) working days.

Step No. 3

If final settlement of the grievance is not reached at Step 2 and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 10.00 following, at any time within ten (10) working days after the decision is given under Step 2, and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

9.03 Permission to Leave Work

It is understood that stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate Supervisor or in the absence of the Supervisor, the manager on shift at the time. In requesting such permission, the Steward shall state their destination to their immediate Supervisor, or the manager on shift, the approximate time required, and report to the

Supervisor, or manager on shift, at the time of their return to work.

In accordance with this understanding stewards who have permission to leave their work to service grievances shall not suffer any loss in pay.

9.04 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, step No. 1 of this article may be by-passed.

9.05 Replies in Writing

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

9.06 Amending of Time Limits

In determining the time within which any step is to be taken under the grievance and arbitration procedures; Saturdays, Sundays, Mondays and Statutory Holidays shall be excluded. Any and all time limits in both the grievance and arbitration procedures may, at any time, be extended by agreement in writing between the parties to this Agreement.

9.07 Management Grievances

Any grievance instituted by Management may be referred in writing to the Union Executive within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within five (5) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article 10.00 at any time within ten (10) calendar days, but not later.

Article 10 - Arbitration

10.01 Composition of Board of Arbitration

After the grievance procedure has been exhausted, if either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board or proposed names of sole arbitrators. Within ten (10) days thereafter, the other party shall respond in writing, indicating the name, and address of its appointee to the Arbitration Board, acceptance of a proposed sole arbitrator, or propose alternate names.

10.02 Failure to Appoint

Should the person chosen by the Employer to act on the Board of Arbitration, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Article 10.01 above, the Minister of Labour of the Province of Ontario will be asked to nominate a

person to act as Chairperson.

Should the parties fail to agree on the name of a sole arbitrator within ten (10) days of the respondent's proposed names, an Arbitrator may be appointed by the Ministry.

Either party may request an extension to the time limits noted above.

10.03 Decision of the Board

The Board of Arbitration shall hear and determine the difference of allegation and shall issue a decision. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change the wording of this Agreement, or alter, modify, amend or delete any of its provisions.

10.04 Expenses of the Board of Arbitration

Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson.

Article 11 - Discipline and Discharge

11.01 Progressive discipline is defined as an instructive process that attempts to correct an Employee's unacceptable behaviour. It is structured to reinforce the expected standards with respect to workplace behaviour and to deter inappropriate conduct.

Progressive discipline may include:

- Documented verbal warning(s);
- Written warning(s);
- Period(s) of suspension;
- Termination

The progression of discipline applied may alter depending on the nature and circumstances of the incident. As a result, steps may be repeated or skipped depending on the circumstances.

11.02 In the event of a written warning or higher level of discipline, the Employee shall be given the reason in the presence of the Unit Chair, or designate. Copies of the disciplinary letters shall be provided to the Union.

In the event the Unit Chair, or designate is not available within a reasonable timeframe to attend a disciplinary meeting, the Employer may proceed ensuring the Unit Chair, or designate, is provided copies immediately thereafter.

The Employer shall make reasonable efforts to ensure that the Employee has representation of the

Unit Chair, or designate.

11.03 An Employee may be dismissed but only for just cause, and only upon the authority of the CEO.

11.04 A claim by an Employee that they have been wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9.02 Grievance Procedure. Such grievance shall be filed at Step 2 within five (5) working days of receipt of notice referred to above.

11.05 Disciplinary notices, as identified under Article 11.01, on an Employee's file shall not be used in progressive discipline after a period of eighteen (18) months from date of issuance, unless there has been further disciplinary action for the same or related cause within that period.

The exception to all of the foregoing would be discipline related to the misuse of drugs or illegal activities related to employment and Human Rights issues. Such documentation will not be subject to the foregoing so as to enable the parties to support/comply with Human Rights legislation.

11.06 Access to Personnel File

An Employee shall have the right on four (4) days notice to have access to review the Employee's personnel file in the presence of the C.E.O. or designate and shall have the right to respond in writing to any document contained therein within five (5) days. Such reply shall become part of the permanent record.

The Employer will take reasonable steps to ensure employees are aware of what documentation can be placed in their personnel file.

Article 12 - Seniority and Loss of Seniority Defined

12.01 Seniority is defined as the length of service with the employer and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

12.03 Probation for Newly Hired Employees

a) A newly hired Employee shall be on probation for the first six-hundred and twenty-five (625) hours worked or nine (9) months, whichever is attained first. During the probationary period the Employee shall be entitled to all rights and benefits of this agreement except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original

date of employment. The release of a probationary Employee shall be at the sole discretion of the Employer provided the Employer shall not act in a discriminating or arbitrary manner. Such Employee shall not have access to the grievance procedure.

- b) During this period an Employee shall be given instruction, by a Management representative of the methods of carrying out the required basic duties.

12.04 Loss of Seniority

Seniority shall terminate and an Employee shall cease to be employed by the Employer when the Employee:

- a) voluntarily quits their employment with the Employer;
- b) is discharged and is not reinstated through the grievance procedure or arbitration;
- c) is off the payroll for a continuous period of one (1) year except as otherwise provided for in this Agreement, save and except for protected grounds;
- d) fails to report for work within five (5) working days after being notified by the Employer by registered mail following a layoff;
- e) fails to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to the Employer. Such notice of extension shall only be for good and sufficient cause;
- f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- g) A part-time Employee who requests a leave of absence and is unavailable for work for more than thirty (30) consecutive days shall have their seniority date adjusted forward for the period of the absence less thirty (30) days.

Example:

A part-time Employee requests a six (6) week (i.e. 42 calendar days) leave of absence and currently has a service date of January 2. This date is moved forward to January 14 as a result of the six (6) week absence.

12.05 Transfers and Seniority Outside Bargaining Unit

If an Employee is transferred to a non-Union position outside of the bargaining unit, the Employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If the Employee returns to a position within the bargaining unit, seniority will start to accumulate from the date of the return to the position, which shall be added to the Employee's previous seniority.

Should an Employee be transferred to a position within the CUPE Local 905.09 or 905.10, seniority shall continue to accumulate.

Article 13 - Promotions and Staff Changes

13.01 Job Postings

When a new position is created, or when a vacancy occurs which shall include the resignation of an incumbent, the Employer shall notify the Union in writing and post notice of the position on bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, hours of work, and salary range.

13.03 Role of Seniority in Promotions and Transfers

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

- a) qualifications and ability
- b) seniority

Where two or more applicants qualify for the position, seniority will govern.

Where possible, every effort shall be made to fill the position within the bargaining unit within thirty (30) days of the effective date of the vacancy.

The Employer agrees that seniority as defined in Article 12.01 shall be transferable between the bargaining units once an Employee has entered a bargaining unit, and not to get into a bargaining unit.

Also, the parties agree that the filling of vacancies shall be considered in accordance with Article 12.00 as it applies to the specific bargaining unit with consideration being given to those applicants 1) in the bargaining unit; 2) in the other bargaining unit; and 3) external.

13.04 Trial Period

The successful internal applicant shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, the Employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee feels they are unable to perform the duties of the new job classification, they shall

be returned to their former position, wage or salary rate without loss of seniority.

13.05 Notification to Employee and Union

The name of the successful applicant shall be communicated in writing to all employees. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

Article 14 - Layoffs and Recall

14.01 Layoff and Recall Procedure

Both parties recognize job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid-off in reverse order of their seniority. An Employee who would otherwise be laid-off may exercise a claim to fill any other position in an equal or lower classification currently filled by an Employee with lesser seniority provided they have the ability and qualifications to perform the work.

Employees shall be recalled in order of their seniority provided the Employee has the ability and qualifications to perform the work.

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

14.02 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

14.03 Grievances on Layoffs and Recall

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the grievance procedure.

Article 15 - Hours of Work

15.01 Hours of Work

The following is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- a) All hours of work shall be scheduled and approved by the appropriate Manager or designate. The normal work day shall not commence before 9:00 a.m. nor finish later than 9:00 p.m. except upon the mutual agreement of the parties.

- b) The normal daily hours shall not exceed seven (7) hours per day, exclusive of a one (1) hour meal period unless mutually agreed to.
- c) The normal work week shall be Monday to Sunday.
- d) The hours of work shall not entail more than two (2) evenings a week nor more than two (2) Saturdays and two (2) Sundays in a four (4) Saturday/Sunday month, unless otherwise requested by an Employee and approved by management. This does not apply to Pages.
- e) The Employer shall not schedule an Employee for a split shift.
- f) The employer shall endeavour to schedule two (2) consecutive days off, unless mutually agreed by both parties
- g) The employer shall give consideration to seniority when assigning work hours and shifts
- h) Employees who are unable to report to work on schedule shall notify the Employer at the earliest time possible but not later than fifteen (15) minutes prior to the commencement of the scheduled shift.

15.02 Where hours are to be reduced voluntary reductions should be taken first and any required balance be applied to employees within the same job classifications.

15.03

- a) Hours may be scheduled on the basis of up to forty-eight (48) hours within a two (2) week period. During such two (2) week period the provision for payment of overtime will not apply.
- b) Without restricting the right of management to change scheduled hours of work, the employer shall post work schedules a minimum of two weeks in advance of the work period in question.

15.04 Paid Rest Period

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes per shift and where a shift exceeds five (5) hours a second additional rest period of fifteen (15) consecutive minutes in an area made available by the Employer.

Article 16 - Overtime

16.01 Overtime Rates

- a) No Employee shall work overtime without the approval of their Department Head or Management Staff in authority at the time.
- b) Overtime as set out herein shall only be recognized when the Employee is required to work more than fifteen (15) minutes beyond their normal work day.
- c) Time spent at a conference, workshop, or regional meeting, which an Employee agrees to attend, or on associated travel, shall not be considered as overtime.
- d) Authorized work performed in excess of thirty-five (35) hours per week shall be paid at a rate of one and one-half (1 1/2) times the Employee's regular rate.
- e) All authorized overtime work performed on statutory holidays shall be paid for at the rate of double time.

16.02 No Lay-Off to Compensate for Overtime

An Employee shall not be required by the Employer to lay-off during regular hours of work to equalize any overtime worked.

16.03 Call Back Pay Guarantee

An Employee who is called back in on the same day to work outside their regular scheduled hours for that day shall be paid at the rate of one and one-half (1½) times their regular straight time rate for all call back hours worked ensuring a three (3) hour minimum.

Article 17 - Paid Public Holidays

17.01 Paid Public Holidays

The employer recognizes the following as paid holidays regardless of when they fall. They shall be paid subject to the eligibility requirements and calculations in accordance with the Employment Standards Act.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Civic Holiday – TO BE PAID AT STRAIGHT TIME

Any Employee scheduled to work 9:00 a.m. to 1:00 p.m. on December 24 or December 31, when such days are within the normal work week, will be paid for four (4) hours.

Any Employee scheduled to work 9:00 a.m. to 5:00 p.m. on December 24 or December 31, when such days are within the normal work week, will be paid for seven (7) hours.

Article 18 - Vacations

18.01 Length of Vacation and Corporate Vacation Period

The employer reserves the right to determine the timing and scheduling of vacations.

- i) Corporate Vacation Period is January 1 - December 31.
- ii) At January 1st of each year, each Employee shall be entitled to a vacation without pay in accordance with the Employee's years of service completed as of December 31st in the previous year as follows:

less than one year	.833 days per month of continuous service
one year	2 weeks
five years	3 weeks
ten years	4 weeks
twenty years	5 weeks

Vacation utilization is based on the scheduled days in a requested week. Where vacations are not taken in one-week blocks, entitlement is pro-rated and based on the average number of days per week worked in the previous calendar year.

18.02 Paid Holidays During Vacation Schedule

If a paid public holiday falls or is observed during an Employee's vacation period, the Employee may be allowed an additional vacation day without pay at a time mutually agreed upon by the Employee and the Supervisor.

18.03 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period.

18.04 Approved Leave of Absence During Vacation

Where an Employee qualifies for sick leave (supported by a doctor's certificate) or bereavement leave, as set out under this Agreement, during the Employee's period of vacation, there shall be no deduction from vacation credits for such an absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon by the Employee and the Supervisor.

18.05 Preference in Vacation

- a) While Management reserves the right to determine when vacation may be taken vacation requests received before March 1st will be treated on a seniority basis, after which requests will be treated on a first come first serve basis. Once a vacation has been approved it may be rescheduled without seniority but not bumped.
- b) The Employer requires reasonable notice in advance of vacation requests.
- c) If an Employee is entitled to two (2) weeks or more vacation, they must take a minimum of one (1) week off as a block.

18.06 Accumulating Vacations

An Employee may not accumulate vacation days from the previous year's annual vacation without the approval of the C.E.O.

Article 19 - Leave of Absence

19.01 Amount of Sick Leave

Each Employee shall be eligible to receive full pay during a time of loss because of illness or injury, and will be provided with a sick leave bank at January 1st of each year as follows:

Pages:

<u>Years of Service</u>	<u>No. of hours @ 100% of Wages</u>
Less than 3 months	Nil
3 months to less than 6 months	7 Hours
6 months to less than 1 year	21 Hours
one (1) year or more	35 hours

All Other Part-time:

<u>Years of Service</u>	<u>No. of hours @ 100% of Wages</u>
Less than 3 months	Nil
3 months to less than 6 months	7 Hours
6 months to less than 1 year	21 Hours
1 year but less than 2 years	35 Hours
2 years but less than 3 years	70 Hours
3 years but less than 4 years	105 Hours
4 years or more	140 Hours

Sick days are non-cumulative and no vesting or payment on termination of employment.

The Union acknowledges that the unemployment insurance premium reduction allowed to the Employer by virtue of the existence of the sick leave plan shall be retained by the Employer for the provision of the benefits described in this Article.

Deduction from Sick Leave

The sick leave credits of an Employee shall diminish by the number of hours that such an Employee is absent due to sickness. Portions of hours absent shall be allocated on the following basis:

<u>Portion of Day Absent Due to Sickness</u>	<u>Sick Leave Credit Diminished</u>
0 to 1/2 Hour	1/2 Hour
1/2 Hour to 1 Hour	1 Hour

19.02 Leave of Absence for Union Functions

Employees elected or appointed to represent the Union shall be allowed leave of absence without pay and without loss of benefits, to a cumulative of one hundred and twenty (120) working hours annually, subject to operational requirements.

19.03 Education Leave

- a) An Employee who has completed three (3) years of continuous service with the Library and wishes to further their education may apply to the CEO, or designate, for an unpaid leave of absence for up to one (1) year. The course of study must be relevant to a career within Library Services. Such leave must be requested in writing as early as possible but with a minimum of three (3) months' notice.
- b) While on an approved education leave the Employee's service and seniority shall be frozen. Should the Employee wish to maintain Life Insurance benefits during the period of absence they would have to make application to the carrier. If approved the Employee would pay to the Employer the full cost of premiums for Life Insurance and AD&D coverage at the commencement of the leave. Any other benefits would cease during the leave period. Upon return to active duty following the completion of education leave the Employee shall be placed in an equivalent position to that which was held prior to the leave.
- c) During an education leave the employer shall be entitled to post the vacancy or offer the hours to other staff for the period of the leave. In the event there are no qualified staff available a temporary replacement may be hired.
- d) No more than one (1) Employee may be absent on education leave at one time unless otherwise agreed by the parties.

19.04 Bereavement Leave

- a) An Employee shall be granted leave up to a maximum of five (5) days of operation without loss of pay and benefits for any scheduled hours in the case of death of a parent, wife, husband, common-law spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, and people standing in loco parentis. Where travel time extended is required to attend a funeral, additional leave with or without pay for travelling time may be granted.
- b) An Employee shall be granted leave up to a maximum of three (3) days of operation without loss of pay and benefits for any scheduled hours in the case of death of a grandchild, brother-in-law and sister-in-law. Where extended travel time is required to attend a funeral, additional leave with or without pay for travelling time may be granted.

19.05 Pallbearer's Leave

One (1) day's paid leave of absence shall be granted for the purpose of being a pallbearer.

19.06 Mourner's Leave

The C.E.O. may authorize leave without pay to attend a funeral as a mourner.

19.07 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 witness in court. The Employer shall pay such Employee the difference between their normal earnings and the payment they receive 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 required.

19.08 Pregnancy and Parental Leave

Pregnancy and parental leave shall be in accordance with the Employment Standards Act.

(a) **Service Requirements**

An Employee shall qualify for pregnancy and parental leave in accordance with the Employment Standards Act. The Employer shall not deny the pregnant Employee the right to continue employment during pregnancy.

(b) **Length of Pregnancy and Parental Leave**

Pregnancy and Parental leave shall be in accordance with the Employment Standards Act.

(c) **Adoption Leave**

When a child is adopted, adoption leave shall be in accordance with the Employment Standards Act.

(d) **Seniority During Pregnancy and Parental Leave**

While on pregnancy and parental leave an Employee shall continue to accumulate seniority under this Collective Agreement.

19.09 Non-Birth Parent Leave

Upon request to the C.E.O., or designate, an Employee who is a new parent but who is the non-birth parent shall be granted three (3) days leave with pay for the birth or adoption of a child. Such leave shall be taken within two (2) weeks of the birth or adoption of the child. This clause will not apply in the instance where an Employee is entitled to the same or greater benefit under the collective agreement or as in the case of the birth mother.

19.10 General Leave

A leave of absence without pay and without loss of seniority may be granted to an Employee for good and sufficient reasons. The Management decision shall be passed down as soon as possible. All requests shall be in writing and addressed to the C.E.O., and submitted as far in advance as is possible. Such leave of absence shall not be unreasonably withheld.

Article 20 - Payment of Wages and Allowances

20.01 Pay Day

The Employer shall pay wages bi-weekly every second Friday, in accordance with Schedule 'A' attached hereto and forming part of this Agreement.

20.02 Rate of Pay on Promotion or Reclassification

An Employee promoted or reclassified to a higher paying position shall be placed in an experience grade on the new classification, which is the next higher rate than their previous rate.

20.03 Vacation Pay

Vacation pay will be paid (paid on each pay) at a rate of four per cent (4%) on each regular pay cheque. For those part-time staff with more than five (5) years of service vacation pay will be increased from four per cent (4%) to six per cent (6%).

20.04 Mileage Allowance

Mileage allowance shall be paid under the prevailing rates and conditions as established by the Employer, and at a rate not less than the rates established by the Federal Department of Finance for tax exempt amounts.

20.05 Cash Shortage

An Employee handling cash shall not be required to personally reimburse for any shortages except in the case of criminal negligence.

20.06 Employee Benefits

The employer shall pay one hundred (100%) percent of the premium for the life insurance and Accidental Death & Dismemberment plan of forty thousand (\$40,000) each, for those employees who have successfully completed the probationary period, and who regularly work thirty-two (32) hours or more bi-weekly.

20.07 Health Care Spending Account

The Employer will make available a Health Care Spending Account (HCSA) to part-time Employees in the amount of three hundred and fifty (\$350) dollars per year based on a calendar year. Implementation part way through the year results in a pro-ration of benefits; i.e. $\$350/\text{yr.} \div 12 \text{ months} \times \text{number of months remaining in the year}$.

Example: If implemented April 1, 2024 the pro-ration would be: $350 \div 12 = \$ 29.16 \times 8 = \233.33 .

January 1, 2025 the Employee receives three hundred and fifty (\$350) dollars in their Health Spending Account.

Health Spending Accounts are available to employees who regularly work a minimum of 32 hours bi-weekly. Payments are in line with Canada Revenue Guidelines. There is no carry-over from year to year.

Article 21 - Job Classification and Reclassification

21.01 Changes in Classification

If the duties in any classification are changed or increased, or if the Employee feels their position is incorrectly classified, the rate of pay shall be subject to negotiation with the C.E.O. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the negotiation with the C.E.O. shall be considered as Step Two (2) of the grievance procedure and such dispute shall be submitted to arbitration.

The new rate shall become retroactive at the time the request was first filed by an Employee for arbitration or the date of approval by the C.E.O.

21.02 Pages will not be assigned to duties regularly performed by staff of other classifications on either the Circulation or Reference desks.

Pages may be offered opportunities to periodically work in other areas to support learning and development. They shall be paid at the appropriate rate for the work being performed.

Article 22 - General

22.01 Workplace Safety and Insurance Board Pay

Every Employee shall be covered by the Workplace Safety and Insurance Act.

22.02 Plural or Masculine Terms May Apply

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

22.03 Bulletin Boards

The Employer shall provide designated space on a bulletin board(s), which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices and such other items that may be of interest to library workers. Notices and any other items posted must be approved by the Unit Chair and must not be derogatory to the Employer.

22.04 Technological Change

Ninety (90) days prior to any technological change being implemented, wherein such change could result in the displacement of personnel, the Employer shall confer with the Union with a view to minimizing the personal effects of such change. Said consultation shall contain all pertinent information and shall include, where possible, required retraining data, if any, for the personnel involved.

22.05 Health and Safety

- a) The Union may appoint a Health and Safety representative who shall be a member of the bargaining unit, to deal with those matters regarding occupational health and safety. This representative shall have all powers as outlined in the Ontario Occupational Health and Safety Act.
- b) The Employer will ensure training of Health and Safety Committee members as required by legislation.

22.06 Computer Terminal

When a majority of an Employee's daily work is done on a computer screen, such employees shall have their eyes examined prior to the initial assignment and annually thereafter if requested by the

Employer. The examination shall be at the Employer's expense where costs are not covered by insurance.

22.07 Training and Career Development

In order to provide equal opportunity, all employees are encouraged to continue their academic and professional education by participating in formal courses, in-service training plans, conferences, meetings or to observe in other libraries. Such employees may submit a plan for job-related courses to the Employer for approval. If approved the Employer will pay the Employee's tuition fees, and cost of required books upon certification of a passing grade.

In recognition of the need to maintain qualified staff and provide up to date services and at the discretion of library management, any staff member may be required to attend conferences, meetings, workshops, seminars, training sessions, or courses to upgrade their skills. The Employee will be paid their regular wage to attend any such session and reimbursed for any other related expenditures incurred such as mileage.

Article 23 - OMERS

23.01 Effective January 1, 2023 , part-time employees may elect to opt in the OMERS pension plan upon date of hire. Part-time employees who choose not to join the OMERS plan must sign a waiver to that effect as required by the OMERS regulations. The Employee shall pay the employee's contribution to the OMERS plan.

In accordance with OMERS regulations, it is understood that once a part-time employee has elected to join the OMERS plan that part-time employee's continued participations in the OMERS plan is mandatory.

The foregoing requirements are as set out by OMERS, as amended from time to time.

Article 24 – Labour Management Committee

- 24.01** A Labour Management Committee consisting of not more than two (2) 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 one (1) full-time and one (1) part-time representative, and shall use its best efforts to choose only one (1) representative from any department in order to minimize the impact on operations and services to the public.
- 24.02** The Labour Management Committee shall be advisory and consultative only and shall not discuss negotiations or grievances. The Committee shall meet as required at a mutually agreeable time and date. Meetings will be held a minimum of four (4) times per year. Committee representatives shall receive notice and an Agenda of the meeting at least two (2) working days in advance of the meeting.
- 24.03** No Employee acting as a Union Committee representative will lose pay for time spent at Committee meetings if same meetings are held during the Employee's scheduled normal hours of work or a portion thereof. Such employees attending Labour Management Committee meetings held outside the Employee's scheduled hours of work will be reimbursed at straight time.
- 24.04** A recording secretary shall be provided by Management and the minutes of the meeting shall be posted on a bulletin board accessible by all staff members. Minutes of the meetings will be approved by the co-chairs in advance of posting.

Article 25 - Term of Agreement

25.01 Duration

This agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the 31st day of March in any year that it desires its termination or amendment.

In the event of Notice being given, negotiations shall begin within fifteen (15) days following receipt of notification, with the exchange of proposals, followed by meetings at such times as may be mutually agreed upon by the two parties within the period prior to the expiry date.

25.02 Change in Agreement

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

DATED this _____ day of _____, 2024

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.10

Signed on behalf of the
TOWN OF NEWMARKET
LIBRARY BOARD

Jason Fraser
C.U.P.E. National Representative

Tracy Munusami
Chief Executive Officer

Kathryn Richardson
Unit Chair

Darryl Gray
Chair of the NPL Board

Kathryn Davies
Negotiating Committee Member

Biagio Rachiele
Negotiating Committee Member

Michelle Cawker
Negotiation Committee Member

Lianne Bond
Negotiating Committee Member

Fay Simsiris
Negotiation Committee Member

Tracy Rozinka
Negotiation Committee Member

Carmen Hyttinen
Negotiation Committee Member

LETTER OF INTENT

BETWEEN:

NEWMARKET PUBLIC LIBRARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905

On April 26, 2023, the Employer provided notice of intent to open on Mondays in 2024. This is, however, dependent upon Board approval and provided funding is confirmed later this year. The Employer will provide a minimum notice of three (3) months with regard to a commencement date.

Recognizing that both the community and employees will be impacted by this change, the Employer will establish a Monday opening Committee and will include two members of the bargaining units to participate, one full time and one part-time, inclusive of the Unit Chair.

Should there be a need to amend language in the Collective Agreement, such as in the areas of Hours of Work and Scheduling, the parties acknowledge there may be a need to enter into a Letter of Understanding.

Signed this _____ day of _____, 2024.

**Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.10**

**Signed on behalf of the
TOWN OF NEWMARKET
LIBRARY BOARD**

**Jason Fraser
C.U.P.E. National Representative**

**Tracy Munusami
Chief Executive Officer**

**Kathryn Richardson
Unit Chair**

**Darryl Gray
Chair of the NPL Board**

**Kathryn Davies
Negotiating Committee Member**

**Biagio Rachiele
Negotiating Committee Member**

**Michelle Cawker
Negotiation Committee Member**

**Lianne Bond
Negotiating Committee Member**

Fay Simsiris

Part-Time Collective Agreement (April 1, 2023 – March 31, 2026)

Negotiation Committee Member

Tracy Rozinka
Negotiation Committee Member

Carmen Hyttinen
Negotiation Committee Member

Renewed April 1, 2023

APPENDIX 'B'

LETTER OF UNDERSTANDING

BETWEEN:

NEWMARKET PUBLIC LIBRARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905

RE: USE OF VOLUNTEERS

The parties recognize that volunteers are currently utilized in the Library and there is no intent to diminish the work they currently perform. The use of volunteers will not result in any lay-off, displacement of hours or reduction of hours of bargaining unit members.

The Employer will provide updates a minimum of twice per year or as requested by the Union with regard to volunteers in the Library.

It is recognized that in addition to supervisory staff, bargaining unit members provide some direction to volunteers in the Library when they are performing duties, such as:

- Reading buddies
- Visiting library services – delivery to shut-ins
- Work experience programs – such as Community Service Hours, Student Placements for Library Technicians/Information Studies, York Region District School Board Work Experience Programs
- Assisting with the preparation of materials for children's programs
- Helping during special events, i.e. book sales

There is no intent through this Letter to restrict volunteer work done outside the Library provided it does not impact bargaining unit work.

Bargaining unit members will continue to provide guidance to volunteers providing supplementary support to capture historical data.

In the event the employer wishes to undertake additional volunteer work that impacts the work of the bargaining unit it will be on mutual agreement of the parties.

Part-Time Collective Agreement (April 1, 2023 – March 31, 2026)

It is recognized the digitization lab is utilized by external parties and staff provide guidance with respect to the process as well as support the production of a quality product.

Signed this day of , 2024.

**Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.09**

**Signed on behalf of the
TOWN OF NEWMARKET
LIBRARY BOARD**

**Jason Fraser
C.U.P.E. National Representative**

**Tracy Munusami
Chief Executive Officer**

**Kathryn Richardson
Unit Chair**

**Darryl Gray
Chair of the NPL Board**

**Kathryn Davies
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**Fay Simsiris
Negotiation Committee Member**

**Tracy Rozinka
Negotiation Committee Member**

**Carmen Hyttinen
Negotiation Committee Member**

LETTER OF UNDERSTANDING

BETWEEN:

NEWMARKET PUBLIC LIBRARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905

RE: PICKUP HOURS

The following is not intended to undermine the Employer's right to manage. It is intended to ensure operational needs are met and support fairness in the distribution of pickup hours. The Employer agrees to maintain the process currently in place with regard to pick up hours for the term of the Collective Agreement unless operational issues necessitate a change. Should operational issues necessitate a change the Employer agrees to consult with the Union in an effort to reach consensus to determine if an alternate approach would better meet the needs of the Parties.

Issues arising relative to the day-to-day administration may be addressed through the Labour/Management Committee.

Dated this day of , 2024.

**Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.09**

**Signed on behalf of the
TOWN OF NEWMARKET
LIBRARY BOARD**

**Jason Fraser
C.U.P.E. National Representative**

**Tracy Munusami
Chief Executive Officer**

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Carmen Hyttinen
Negotiation Committee Member

LETTER OF UNDERSTANDING

BETWEEN:

NEWMARKET PUBLIC LIBRARY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905

RE: AMALGAMATION OR MERGER

In the event of a merger or amalgamation, the Employer shall notify CUPE Local 905 in order to discuss the potential impact on affected employees.

This letter shall expire at the end of the term of the 2026 Collective Agreement.

Signed this _____ day of _____ 2024.

Signed on behalf of the
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.09**

Signed on behalf of the
**TOWN OF NEWMARKET
LIBRARY BOARD**

**Jason Fraser
C.U.P.E. National Representative**

**Tracy Munusami
Chief Executive Officer**

**Kathryn Richardson
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Negotiation Committee Member**

Tracy Rozinka
Negotiation Committee Member

Carmen Hyttinen
Negotiation Committee Member

NEWMARKET PUBLIC LIBRARY
SCHEDULE "A"

PART-TIME WAGES – HOURLY RATES

Effective April 1, 2023

		88%	92%	96%	100%	
GRADE	EFFECTIVE DATE	START	6 Months & 625 Hours	12 Months & 625 Hours	24 Months	
Wage Rates						POSITION
6	April 1/23	31.92	33.36	34.82	36.26	Library Technician II - Sunday Team Leader - Volunteer Services Coordinator
	April 1/24	32.32	33.78	35.25	36.72	
	Sept 1/24	32.80	34.29	35.78	37.27	
	April 1/25	33.21	34.72	36.23	37.74	
	Sept 1/25	33.79	35.33	36.86	38.40	
5	April 1/23	27.17	28.40	29.64	30.88	•Library Technician I
	April 1/24	27.51	28.76	30.01	31.27	
	Sept 1/24	27.92	29.19	30.46	31.74	
	April 1/25	28.27	29.56	30.84	32.14	
	Sept 1/25	28.77	30.08	31.38	32.70	
4	April 1/23	22.84	23.87	24.91	25.95	•Library Assistant I •Technical Services Assistant
	April 1/24	23.12	24.17	25.22	26.27	
	Sept 1/24	23.47	24.53	25.60	26.67	
	April 1/25	23.76	24.84	25.92	27.00	
	Sept 1/25	24.18	25.27	26.37	27.47	
3	April 1/23	19.21	20.08	20.96	21.83	- •Facility Attendant
	April 1/24	19.45	20.33	21.22	22.10	
	Sept 1/24	19.74	20.64	21.54	22.43	
	April 1/25	19.99	20.90	21.81	22.71	
	Sept 1/25	20.34	21.26	22.19	23.11	

Part-Time Collective Agreement (April 1, 2023 – March 31, 2026)

2	April 1/23	16.35	17.10	17.85	18.58	
	April 1/24	16.56	17.31	18.07	18.82	
	Sept 1/24	16.81	17.57	18.34	19.10	
	April 1/25	17.02	17.79	18.57	19.34	
	Sept 1/25	17.32	18.10	18.90	19.68	

The parties agree that the foregoing rates are reflective of pay equity maintenance adjustment and ensure compliance with pay equity legislation.

The 24 Months Wage Rate drives the grid.

Rates not reflective of minimum wage will be adjusted when required to meet legislation.

NEWMARKET PUBLIC LIBRARY
SCHEDULE “B”

PART-TIME WAGES PAGES HOURLY RATE

	Effective Date	Wage Rate
1	April 1/23	16.40
	Oct 1/23	16.55
	April 1/24	16.75
	Sept 1/24	17.00
	April 1/25	17.21
	Sept 1/25	17.52

The parties agree that the foregoing rates are reflective of pay equity maintenance adjustment and ensure compliance with pay equity legislation.

: dak/COPE491