



**FULL-TIME  
LIBRARY EMPLOYEES  
COLLECTIVE AGREEMENT**

**C.U.P.E. LOCAL 905.09  
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 LOCAL 905.09**  
(Library Employees Full 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.

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 Right**

**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, lay off, 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 the agents of the Employer.

## **Article 3 - Recognition**

### **3.01 Bargaining Unit**

The Employer recognizes the Union as the sole bargaining agent for all Employees save and except the C.E.O., Manager, Library Operations, Manager, Library Services, Head of Children's Services, Systems Manager, Systems Technician, Administrative Coordinator, Marketing and Communications Coordinator, Accounting Clerk, Supervisor, Customer Experience, Supervisor, Programs & Community Engagement, Financial Analyst and persons 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 and students.

### **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 two (2) 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 practiced 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 Relation**

### **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**

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.

### **11.01** 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 newly hired Employee shall be on probation for the first nine hundred and ten (910) hours worked. 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.

#### **12.04 Loss of Seniority**

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

- a) voluntarily terminates 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 more than one (1) year, or two (2) years in the case of an Employee on Long Term Disability, save and except for protected grounds;
- d) fails to report for work within Ten (10) calendar 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) is absent from work for three (3) consecutive days or more without notifying the Employer in advance or without an explanation that is satisfactory to the Employer;
- h) Seniority shall continue to accumulate during a leave of absence of thirty (30) consecutive days or less, or as provided for under legislation.

As a result of a leave of absence greater than thirty (30) days, an Employee's seniority date shall be adjusted forward for the period of the absence, less thirty (30) days.

Example:

An Employee requests an eight (8) week leave of absence (i.e. 56 Calendar days) and currently has a service date of January 7. This date is moved forward to February 2 as a result of the eight (8) 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 on a pro rata basis 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 were 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 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 work week shall be from Monday to Sunday.
- c) 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.
- d) The Employer shall not schedule an Employee for a split shift.
- e) The normal work period shall be seventy (70) hours over ten (10) days in a fourteen (14) day period, exclusive of meal periods.
- f) Compressed or flex time schedules may be arranged at the mutual convenience of the Employee and the appropriate Manager.
- g) The schedule for hours of work shall be posted on the appropriate Union bulletin boards a minimum of two (2) weeks in advance of the scheduled work period.
- 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 commencement of the scheduled shift.
- i) The Employer shall endeavour to schedule two (2) consecutive days off, unless mutually agreed by both parties.

## **15.02 Paid Rest Period**

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a shift in an area made available by the Employer.

## **Article 16 - Overtime**

### **16.01 Overtime Rates**

- 1) Overtime shall be all time worked at the Employer's request and shall be paid at the appropriate rate indicated as follows.
  - a) All hours worked before and after the scheduled shift - one and one-half (1-1/2) times.
  - b) All hours worked in excess of seventy (70) hours in a fourteen (14) day pay period - one and one-half (1-1/2) times.
  - c) All hours worked on the eleventh (11th) and/or subsequent days of the 14 day period - one and one-half (1-1/2) times.

- d) All hours worked on a Paid Holiday - one and one-half (1-1/2) times, in addition to the Holiday Pay.
- 2) No Employee shall work overtime without the approval of their Department Head or Management Staff in authority at the time.
- 3) 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.
- 4) Overtime as set out herein shall only be recognized when the Employee is required to work more than fifteen (15) minutes beyond their scheduled work day.
- 5) At the request of the Employee, the Employer may grant lieu time for overtime hours worked, to be calculated at 1 and ½ times the time worked. Lieu time will be taken at a mutually agreeable time between the Employee and the supervisor.

**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 regularly scheduled hours for the day, shall be paid at one and one-half (1-½) 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 following Paid Holidays, regardless of when they fall, will be granted with pay to all Employees in accordance with the Employment Standards Act:

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

and any other day proclaimed as a holiday by the Municipal Government. The Employer will pay wages for a seven (7) hour day to anyone who works on December 24 or December 31, when such days are within the normal work week.

In lieu of Remembrance Day a Floating Holiday shall be granted. The following qualifications apply to the Floating Holiday:

- 1) It must be taken during the calendar year.
- 2) Failure to take the Floating Holiday during the calendar year forfeits all entitlement to the holiday
- 3) It will be scheduled on a first request basis.
- 4) An Employee must have sixty (60) days continuous service with the Employer to qualify for the Floating Holiday. Payment for such holidays shall be based on the Employee's regular hourly rate multiplied by the number of hours they would normally have worked on such day.
- 5) The Floating Holiday shall not be classed as a Paid Holiday for premium rates of pay.

**17.02 Public Holidays Falling on Scheduled Day-off**

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee shall receive an extra day's regular pay for the holiday or another day off with pay at a time mutually agreed upon by the Employee and their supervisor.

**17.03 Qualifications for Holiday Pay**

In order to qualify for Holiday Pay an Employee shall work their regularly assigned hours of work on the day immediately prior to and on the day immediately following the Holiday (or the day on which the Holiday is observed). If on sick leave, approved leave of absence, vacation or bereavement leaves, an Employee shall not lose their pay for the Holiday.

**Article 18 - Vacations**

**18.01 Length of Vacation**

The Corporate Vacation period is January 1 – December 31

An Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:

Completed Years of Employment	Vacation Entitlement
Less than one year	.833 days per month of
1 (one) year	70 (seventy) hours
3 (three) years	105 (one hundred and five) hours
8 (eight) years	140 (one hundred and forty) hours
17 (seventeen) years	175 (one hundred and seventy-five) hours

### **18.02 Paid Holidays During Vacation Schedule**

If a Paid Holiday falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional seven (7) hour vacation day with pay at a time mutually agreed upon by the Employee and the Supervisor.

### **18.03 Unbroken Vacation Period**

An Employee may take vacation periods up to a maximum block of two (2) weeks based on operational requirements and where entitlement is greater than two (2) weeks.

### **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 Vacation Pay on Termination**

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

The foregoing is based on the pro-rated vacation entitlement based on the termination date.

### **18.06 Preference in Vacation**

- a) While Management reserves the right to determine when vacation may be taken, vacation requests received by March 1<sup>st</sup> each year will be treated on a seniority basis, after which requests will be treated on a first come, first served 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) Where vacation entitlement is four (4) weeks (140) hours or greater, vacation requests must include one two (2) week block of time.
- d) Where vacation entitlement is less than four (4) weeks (140) hours, vacation requests must include one (1), one (1) week block of time.

### **18.07 Calculation of Vacation Pay**

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

**18.08 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 - Sick Leave**

**19.01 Amount of Sick Leave**

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

<b><u>Years of Service</u></b>	<b><u>No. of hours @ 100% of Salary</u></b>
less than 3 months	nil
3 months to less than 6 months	7 Hours
6 months to less than 1 year	350 Hours
1 year but less than 2 years	385 Hours
2 years but less than 3 years	420 Hours
3 years but less than 4 years	472.5 Hours
4 years or more	525 Hours

Sick leave credits 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 sick leave plan shall be retained by the Employer for the provision of the benefits described in this Article.

**19.02 Proof of Illness**

After the fifth (5th) absence period in any one year, the Employee would not get paid for any subsequent absences, unless a doctor's certificate is provided. This procedure would continue for the remainder of the year.

An Employee may be required to produce a certificate signed by a qualified medical practitioner for any illness.

**19.03 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:

<b><u>Portion of Day Absent Due to Sickness</u></b>	<b><u>Sick Leave Credit Diminished</u></b>
---	--

0 to ½ Hour  
½ Hour to 1 Hour

½ Hour  
1 Hour

#### **19.04 Doctor or Dentist Appointments**

An Employee will be expected to make every effort to schedule their medical and dental appointments outside of the working day. However, if an Employee has to attend doctor or dentist appointments within the working day, this time will not be deducted from sick leave or pay, up to a maximum of four (4) hours.

### **Article 20 - Leave of Absence**

#### **20.01 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 total of twenty (20) working days annually, subject to operational requirements.

#### **20.02 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 pay reasonable business expenses incurred by the Employee, as established by the Employer from time to time.

#### **20.03 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 hospital and medical insurance (drugs, vision, semi-private hospital), life insurance and dental benefits during the leave period, they shall make application to the benefit provider and if approved, pay to the Employer the full cost of the premiums for this 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 backfill the vacancy with other staff for the period of the leave or in the event there are no qualified staff available a temporary Employee 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.

#### **20.04 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 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 extended travel time is required to attend a funeral, additional leave with or without pay 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 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 may be granted.

#### **20.05 Pallbearer's Leave**

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

#### **20.06 Mourner's Leave**

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

#### **20.07 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 an 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.

#### **20.08 Pregnancy and Parental Leave**

##### **(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 cover a period 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.

**(e) Paid Employee Benefits**

During the period of pregnancy and parental leave the Employer shall continue to pay hospital, medical and group life insurance benefits under this agreement.

**(f) Adoption Leave Benefits**

When an Employee seeks maternity leave due to a legal adoption, the foregoing provisions shall apply.

**20.09 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.

**20.10 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 21 - Payment of Wages and Allowances**

### **21.01 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.

### **21.02 Rate of Pay on Promotion or Reclassification**

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

The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After three months at a higher rate, the Employee shall be reclassified at that rate, except in cases of long-term illness, and pregnancy and parental leave situations where the absent Employee is expected to return.

### **21.03 Pay on Temporary Transfer**

When an Employee is required by the Employer to perform duties other than those in their normal grade or classification, the following shall apply:

#### **(a) In Lower Rated Position**

When required to substitute for another Employee who is receiving a lower rate of pay, they shall continue to receive their regular rate of pay.

#### **(b) In Higher Rated Position**

When required to substitute for another Employee who is receiving a higher rate of pay:

- I. For less than three (3) consecutive normal shifts they shall continue to receive their regular rate of pay;
- II. For the period of three (3) consecutive normal shifts or more, they shall receive the greater of their regular rate of pay or the start level rate of pay in the same grade as the Employee for whom they are substituting.

### **21.04 Mileage Allowance**

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

### **21.05 Cash Shortage**

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

## **Article 22 - Job Classification and Reclassification**

### **22.01 Changes in Classification**

If the duties in any classification are changed or increased, or if the Employee feels they are 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 to the time the request was first filed by an Employee for arbitration, or the date of approval by C.E.O..

## **Article 23 - Employee Benefits**

### **23.01 Pension Plans**

Upon date of hire, full time Employees not in receipt of an OMERS pension shall join the Ontario Municipal Employees Retirement System.

### **23.02 Hospital and Medical Insurance**

The Employer shall pay the full cost of the Employer's portion of the Employer Health Tax.

The Employer shall pay the full cost of the billed premiums for all Employees of the Employer after the completion of the probationary period for an Extended Health Care Plan including no deductible for prescription drugs.

### **23.03 Life Insurance Plan**

The Employer shall pay the full cost of the billed premiums after completion of the probationary period, for all Employees of the Employer, for a group life insurance and accidental death and dismemberment plan of two (2) times the Employee's salary to a maximum of Two-Hundred Thousand (\$200,000) Dollars.

### **23.04 Vision Plan**

The Employer shall pay the full cost of the billed premiums for all Employees on the active payroll who have completed their probationary period for a vision care plan providing a three hundred (\$300.00) Dollars benefit over a twenty-four (24) month period.

### **23.05 Dental Plan**

The Employer shall pay the full cost of the billed premiums for all Employees on the active payroll who have completed their probationary period for a dental plan inclusive of basic and preventative services with the current O.D.A. rate, as published from time to time.

### **23.06 Long Term Disability Plan**

The Employer shall pay the full cost of the billed premium after completion of the probationary period, for all Employees of the Employer, for a long-term disability plan which provides seventy-five percent (75%) of salary to a maximum of Three Thousand (\$3,000.00) Dollars per month which will commence after a qualifying period of seventeen (17) weeks, and shall cover an Employee for their own job for twenty-four (24) months.

### **23.07 Health Care Spending Account**

The Employer will make available a Health Care Spending Account to full-time seniority Employees in the amount of three hundred (\$300) dollars per year, prorated for portions of a year to be used to supplement expenses beyond the maximum normally covered under the benefit plan and in accordance with the CRA guidelines.

### **23.08 Workplace Safety and Insurance Board Pay Supplements**

If an Employee is injured while in the employ of the Employer and is in receipt of payment from the Workplace Safety and Insurance Board for time lost due to the accident, they shall continue to receive their full net wages and benefits for a period not to exceed six (6) months subject to the following:

- 1) They shall assign the payments received by them from the Workplace Safety and Insurance Board to the Employer.
- 2) Seven (7) hours, or portion thereof, will be deducted from their sick leave credits for each twenty-one (21) hours that they are off from work and is eligible to receive payments from the Workplace Safety and Insurance Board.
- 3) In the event that the Employee has no sick leave credits, they will receive only the amount paid to them by the Workplace Safety and Insurance Board.

## **Article 24 - Labour Management Committee**

- 1) 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.

- 2) 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. No Employee acting as a Union Committee representative will lose pay for time spent at Committee meetings if same meetings are held during their scheduled normal hours of work or a portion thereof. 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.
- 3) Minutes of the meetings will be approved by the co-chairs in advance of posting.

## **Article 25 - General**

### **25.01 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.

### **25.02 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.

### **25.03 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.

### **25.04 Health and Safety**

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. The Employer will ensure training of Health & Safety Committee members as required by legislation.

### **25.05 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 once annually thereafter if requested by the Employer. The examination shall be at the Employer's expense where costs are not covered by insurance.

### **25.06 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, meetings, conferences, in-service training plans, 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 workshops, seminars, training sessions, meetings, conferences, 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 26 - Term of Agreement**

### **26.01 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.

### **26.02 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 905.09**



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



\_\_\_\_\_  
**Kathryn Richardson  
Unit Chair**



\_\_\_\_\_  
**Kathryn Davies  
Negotiating Committee Member**



\_\_\_\_\_  
**Michelle Cawker  
Negotiation Committee Member**

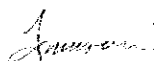


\_\_\_\_\_  
**Fay Simseris  
Negotiation Committee Member**



\_\_\_\_\_  
**Carmen Hyttinen  
Negotiation Committee Member**

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



\_\_\_\_\_  
**Tracy Munusami  
Chief Executive Officer**



\_\_\_\_\_  
**Darryl Gray  
Chair of the NPL Board**



\_\_\_\_\_  
**Biagio Rachiele  
Negotiating Committee Member**



\_\_\_\_\_  
**Lianne Bond  
Negotiating Committee Member**

**AUTHORIZATION FOR DEDUCTION**

I will be absent on Pregnancy and Parental Leave for the period \_\_\_\_\_ to \_\_\_\_\_ inclusive. I understand and acknowledge that the Town of Newmarket Public Library Board (Employer) will pay the premiums for my Employee benefits as outlined in Article 20.07 of the Collective Agreement for the period of my Pregnancy and Parental Leave.

In the event that I do not return to work after the completion of my Pregnancy and Parental Leave, I authorize my Employer to deduct from my pay amount up to \$\_\_\_\_\_ for benefits paid on my behalf. This deduction is authorized for all monies owing to me by my Employer including vacation and severance pay. I further agree to pay the outstanding balance in full in the event that monies owing to me are not sufficient.

**DATED IN** Newmarket this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
The Town of Newmarket  
Public Library Board

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

**LETTER OF INTENT**

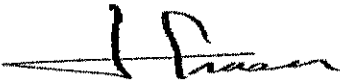
**BETWEEN:**  
**NEWMARKET PUBLIC LIBRARY**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905**

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.

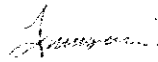
Recognizing that both the community and Employees will be impacted by this change, the Employer will establish a Monday opening Committee and will include two members of the bargaining units to participate, one full time and one part-time, inclusive of the Unit Chair. Should there be a need to amend 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 on behalf of the  
**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 905.09**

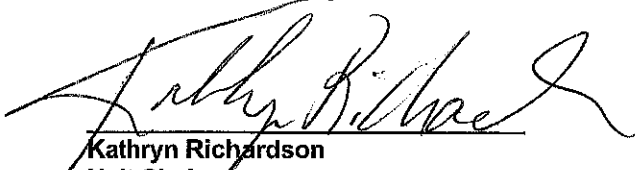
Signed on behalf of the  
**TOWN OF NEWMARKET  
LIBRARY BOARD**



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



Tracy Munusami  
Chief Executive Officer



Kathryn Richardson  
Unit Chair



Darryl Gray  
Chair of the NPL Board



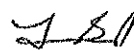
Kathryn Davies  
Negotiating Committee Member



Biagio Rachiele  
Negotiating Committee Member

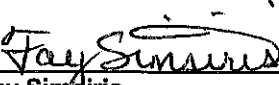


Michelle Cawker  
Negotiation Committee Member



Lianne Bond  
Negotiating Committee Member

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

  
\_\_\_\_\_  
**Fay Siméiris**  
**Negotiation Committee Member**

  
\_\_\_\_\_  
**Carmen Hyttinen**  
**Negotiation Committee Member**

**Renewed on April 1<sup>st</sup>, 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.

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.



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**NEWMARKET PUBLIC LIBRARY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 905**

**RE: ARTICLE 17.01 – PAID PUBLIC HOLIDAYS**

In the event that Remembrance Day is declared a statutory holiday the following language would no longer be applicable and would be removed from the Collective Agreement:

“In lieu of Remembrance Day a Floating Holiday shall be granted. The following qualifications apply to the Floating Holiday:

- 1) It must be taken during the calendar year.
- 2) Failure to take the Floating Holiday during the calendar year forfeits all entitlement to the holiday
- 3) It will be scheduled on a first request basis.
- 4) An Employee must have sixty (60) days continuous service with the Employer to qualify for the Floating Holiday. Payment for such holidays shall be based on the Employee's regular hourly rate multiplied by the number of hours they would normally have worked on such day.
- 5) The Floating Holiday shall not be classed as a Paid Holiday for premium rates of pay.”

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**

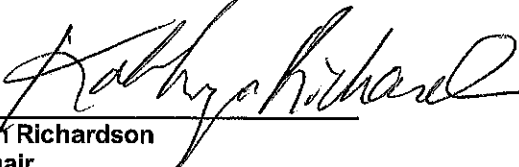


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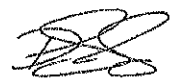
**Jason Fraser  
C.U.P.E. National Representative**

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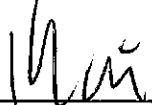
**Tracy Munusami  
Chief Executive Officer**



**Kathryn Richardson**  
Unit Chair



**Darryl Gray**  
Chair of the NPL Board



**Kathryn Davies**  
Negotiating Committee Member



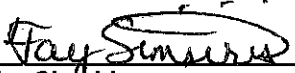
**Biagio Rachiele**  
Negotiating Committee Member



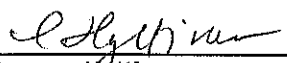
**Michelle Cawker**  
Negotiation Committee Member



**Lianne Bond**  
Negotiating Committee Member



**Fay Simsir**  
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: MAKE-UP HOURS RELATED TO ARTICLE 17.01 PAID PUBLIC HOLIDAYS – TRIAL**

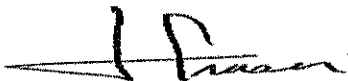
The parties are in agreement to undertake a trial allowing the scheduling of make-up hours related to Article 17.01 and paid public holidays, during the pay period immediately preceding or immediately following the relevant paid public holiday. The Employee's requested make-up dates must be approved by the Employer at least two (2) weeks in advance of the public holiday. It is understood this approach shall in no way result in the accrual or payment of overtime.

The foregoing will be reviewed at Labour/Management Committee at the end of one year following implementation. Should Labour and Management jointly recommend the continuation of the trial it shall continue until the end of the current Agreement. This letter shall expire at the end of one year or the term of the Collective Agreement should Labour/Management Committee recommend same.

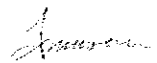
Signed this                      day of    2024.

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

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



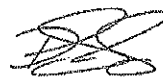
\_\_\_\_\_  
**Jason Fraser  
C.U.P.E. National Representative**



\_\_\_\_\_  
**Tracy Munusami  
Chief Executive Officer**



\_\_\_\_\_  
**Kathryn Richardson  
Unit Chair**



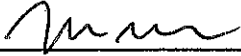
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**Darryl Gray  
Chair of the NPL Board**



\_\_\_\_\_  
**Kathryn Davies  
Negotiating Committee Member**

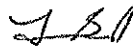


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**Biagio Rachiele  
Negotiating Committee Member**



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**Michelle Cawker**  
**Negotiation Committee Member**



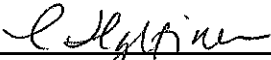
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**Lianne Bond**  
**Negotiating Committee Member**



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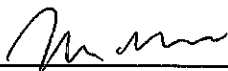
**Fay Simbiris**  
**Negotiation Committee Member**



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**Carmen Hyttinen**  
**Negotiation Committee Member**





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**Michelle Cawker**  
**Negotiation Committee Member**



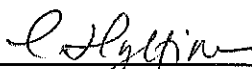
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**Lianne Bond**  
**Negotiating Committee Member**



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**Fay Simsim**  
**Negotiation Committee Member**



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**Carmen Hyttinen**  
**Negotiation Committee Member**

**NEWMARKET PUBLIC LIBRARY**  
**SCHEDULE "A"**

**FULL-TIME WAGES - Annual Salaries**

Effective April 1, 2023						
		88%	92%	96%	100%	
GRADE	EFFECTIVE DATE	START	6 Months & 910 Hours	12 Months & 910 Hours	24 Months	POSITION
Wage Rates						POSITION
						<b>Library Technician II</b>
<b>6</b>	April 1/23	58,074	60,714	63,353	65,993	- Circulation Team Leader
	April 1/24	58,795	61,467	64,140	66,812	- Community Engagement Coordinator
	Sept 1/24	59,675	62,388	65,100	67,813	- Technology Services Coordinator
	April 1/25	60,412	63,158	65,904	68,650	- Adult Services
	Sept 1/25	61,470	64,264	67,058	69,852	- Children's Services
<b>5</b>	April 1/23	49,441	51,688	53,936	56,183	•Library Technician I
	April 1/24	50,050	52,325	54,600	56,875	
	Sept 1/24	50,787	53,095	55,404	57,712	
	April 1/25	51,411	53,748	56,085	58,422	
	Sept 1/25	52,308	54,686	57,063	59,441	
<b>4</b>	April 1/23	41,546	43,434	45,323	47,211	
	April 1/24	42,058	43,970	45,881	47,793	
	Sept 1/24	42,683	44,623	46,563	48,503	
	April 1/25	43,212	45,176	47,140	49,104	
	Sept 1/25	43,964	45,962	47,961	49,959	
<b>3</b>	April 1/23	34,947	36,535	38,124	39,712	
	April 1/24	35,380	36,988	38,596	40,204	
	Sept 1/24	35,908	37,540	39,172	40,804	
	April 1/25	36,356	38,009	39,661	41,314	

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

	Sept 1/25	36,981	38,662	40,343	42,024	
<b>2</b>	April 1/23	29,758	31,110	32,463	33,816	
	April 1/24	30,126	31,495	32,865	34,234	
	Sept 1/24	30,575	31,964	33,354	34,744	
	April 1/25	30,943	32,349	33,756	35,162	
	Sept 1/25	31,471	32,902	34,332	35,763	
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 "A"**

**FULL-TIME WAGES - HOURLY RATES**

Effective April 1, 2023							
		88%	92%	96%	100%		
GRADE	EFFECTIVE DATE	START	6 Months & 910 hours	12 Months & 910 hours	24 Months	POSITION	
		<b>Wage Rates</b>					
						<b>Library Technician II</b>	
<b>6</b>	April 1/23	31.92	33.36	34.82	36.26	- Circulation Team Leader	
	April 1/24	32.32	33.78	35.25	36.72	- Community Engagement Coordinator	
	Sept 1/24	32.80	34.29	35.78	37.27	- Technology Services Coordinator	
	April 1/25	33.21	34.72	36.23	37.74	- Adult Services	
	Sept 1/25	33.79	35.33	36.86	38.40	- Children's Services	
<b>5</b>	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		
<b>4</b>	April 1/23	22.84	23.87	24.91	25.95		
	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		
<b>3</b>	April 1/23	19.21	20.08	20.96	21.83		
	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		

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

<b>2</b>	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.						

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