

COLLECTIVE AGREEMENTS

BETWEEN:

THE TOWN OF GEORGINA PUBLIC LIBRARY BOARD

(Hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 905.13**

(Hereinafter called the "Union")

APRIL 1, 2021 - MARCH 31, 2025

A G R E E M E N T

BETWEEN:

**THE TOWN OF GEORGINA PUBLIC LIBRARY BOARD
AND
THE GEORGINA LIBRARY UNIT OF
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.13**

April 1, 2021 - March 31, 2025

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THIS AGREEMENT entered into December 15th, 2022.

BETWEEN:

**THE TOWN OF GEORGINA PUBLIC LIBRARY BOARD
(hereinafter referred as the “Employer”)**

OF THE FIRST PART

AND:

**THE GEORGINA LIBRARY UNIT OF
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.13
(hereinafter referred to as the “Union”)**

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 Purpose

It is the purpose of both parties to this Agreement:

- a) to maintain harmonious relations and settle conditions of employment between the Employer and the Union;
- b) to recognize the value of joint discussion and negotiations;
- c) to encourage efficiency in operations;
- d) to encourage cooperation in the promotion of high standards of service;
- e) to promote the morale, well-being, and security of all Employees in the Bargaining Unit of the Union;
- f) to recognize the Employer’s basic right to manage in its own affairs without unreasonable restrictions.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Respect to Management Rights

The Union recognizes and acknowledges that the management of operations and direction of the working force is fixed exclusively in the Employer, and without restricting the generality of the foregoing to:

- a) maintain order and efficiency;
- b) hire, promote, classify, demote, transfer, suspend and rehire Employees, and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the Employees;
- d) to determine the number of personnel required from time to time, the standards of performance of all Employees, service levels of the library, the methods, procedures, machinery and equipment to be used, schedules and location of work and all other matters concerning the Employers operations not otherwise specifically dealt with in this Agreement.

2.02 Exercise of Management Rights

The Employer agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement and at all times in a fair and reasonable manner.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all Employees shown in Article 30 and any new library positions which the parties to this Agreement classify as a Bargaining Unit position, save and except management, Executive Assistant to the Director of Library Services/CEO, and Summer Reading Club Assistants.

3.02 No Other Agreement

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

3.03 Restrictions on Contracting Out

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the Employees (as per the job descriptions of the Employees, as described in Article 3.01 of this Agreement) shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit Employee.

- 3.04** (a) The parties agree that from time to time it is beneficial to engage the services of volunteers to maintain the community spirit of public libraries. When a volunteer is performing Bargaining Unit duties such volunteer shall perform those duties only when under the direction of an existing CUPE Employee. In the case of Summer Reading Club programs, direction to a volunteer may be provided by a Summer Reading Club Assistant only where a Georgina Public Library staff member is not available on-site.
- (b) It is however agreed that no member of the CUPE Bargaining Unit will be laid off, or have a reduction of their hours as a result of the use of volunteers, and volunteers will at no time displace hours held by existing Employees.

ARTICLE 4 - NO DISCRIMINATION

The Employer endorses the right of every Employee to work in an environment free from personal harassment, sexual harassment, and discrimination. Employees are encouraged to use the avenues available to them should they at any time have a complaint of discrimination, personal harassment, or sexual harassment. These avenues include contacting your Union representative or Human Resources representative to discuss your concerns. Whenever possible, Town processes must be followed before any grievance is initiated. In this case grievance timelines shall be frozen during the Town process in which the parties are engaged.

4.01 No Discrimination

The Employer and the Union agree there shall be no intimidation, discrimination, interference, restriction, or coercion exercised or practiced

with respect to any Employee by reason of: age; race; colour; religion; creed; sex; sexual orientation; gender identity; gender expression; pregnancy; physical disability; mental disability; illness or disease; ethnic, national, or aboriginal origin; family status; marital status; source of income; political belief, affiliation, or activity; membership in Employers' organization or Employees' organization; physical appearance; residence; activity or non-activity in the Union; association with others similarly protected; or any other prohibition of the Human Rights Code.

4.02 Personal Harassment

Personal Harassment is defined as any behaviour which denies and/or undermines individuals their health, dignity, and respect and that is offensive, embarrassing, or humiliating to an individual from one Employee to another, regardless of position.

4.03 Sexual Harassment

Sexual Harassment is defined as any sexually oriented practice that undermines an Employees' health, job performance, or workplace relationships, or endangers an Employee's employment status or potential. Sexual harassment shall include, but not be limited to: unnecessary touching or patting; suggestive remarks or other verbal abuse; leering at a person's body; compromising invitation; demands for sexual favours; physical assault.

ARTICLE 5 – CHECKOFF OF UNION DUES

5.01 Union Dues

- a) Employees occupying positions set out in the column headed "Position Title" Article 30.01 shall be required to pay an amount equivalent to the regular monthly union dues as determined from time to time, as a condition of employment.
- b) The Employer shall deduct such dues from each pay of each Employee and remit such deduction to the Treasurer of CUPE, Local 905, not later than the 15th day of the following month. Such deductions so remitted shall be accompanied by a list of the names and most recent contact information, including address and phone number of the Employees from whom such deductions have been made, the amount of each deduction, and a total of all regular wages paid to Bargaining Unit Employees for the period, exclusive of overtime, premium, and benefit costs.

- c) The deduction of union dues shall commence in the pay period following the date of with the Employee's first pay.

5.02 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 of these dues.

ARTICLE 6 - EMPLOYER AND 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 Article 5.01.

6.02 Interviewing Opportunity

A representative of the Georgina Library Unit of CUPE, Local 905.13 shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of sixty (60) minutes during the first week of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligation to the Employer and the Union. The Steward or their representative will provide the new Employee with a copy of the Collective Agreements.

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 Director of Library Services/CEO and Human Resources Representative and the Unit Chair or Vice Chair of the Georgina Library Unit of CUPE, Local 905.13.

ARTICLE 8 - 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.

8.02 Representative of CUPE and the Employer

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

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

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

8.03 Time Off For Meetings

The Employer shall not unreasonably deny Union Officers or Stewards time off for meetings as follows:

- a) Meetings with the Employer, held within the Employee's working hours, without loss of remuneration.
- b) When an Employee has requested Union representation at a meeting between an Employee and supervisory personnel, the Union Officer or Steward shall be permitted to attend within their regular working hours without loss of remuneration. If such meeting is held outside of the Union Officer or Steward's regular working hours, the Union Officer or Steward shall be paid. However, overtime rates shall not apply.
- c) When a member of supervisory personnel has requested the presence of a Union Officer or Steward at a meeting, the Union Officer or Steward shall be paid for their time regardless of whether or not such meeting occurs within their regular working hours.
- d) The foregoing does not apply to Collective Bargaining meetings; see Article 8.04.

8.04 Collective Bargaining

- a) A Union Bargaining Committee shall be elected or appointed and consist of not more than three members of the Georgina Library Unit of CUPE, Local 905.13 one of which shall be the Unit Chair or Vice Chair. The Union will advise the Employer of the Union members of the Committee.
- b) The members of the Bargaining Committee shall be granted a maximum of twenty-one (21) paid hours in order to prepare for collective bargaining.
- c) The members of the Bargaining Committee shall be paid for all time scheduled or in attendance for collective bargaining meetings with the Employer. It is understood that in the event said meeting is cancelled or rescheduled, no payment shall be required.

8.05 Labour Management Committee

- a) A Labour/Management Committee, consisting of not more than two (2) representatives from the Union, one of which shall be the Unit Chair or Vice Chair, 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 endeavor, 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 location/department in order to minimize the impact on operations and services to the public. In addition to the above, the CUPE National Staff Representative and another representative from the Employer shall be permitted to attend and act as a representative, each of whom will have voice with no vote.
- b) The Labour/Management Committee shall be advisory and consultative only and shall not discuss negotiations or grievances.
- c) The Committee shall meet as required at a mutually agreeable time and date. Meetings will be offered a minimum of four (4) times per year. The parties will determine the necessity of a meeting no less than one (1) week in advance and cancellation of the meeting will be mutually agreed.
- d) 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. If a meeting is not held within regularly scheduled hours, Employees will be paid for the time they spend at the meeting.

- e) A Recording Secretary shall be provided by management and the minutes of the meeting shall be posted electronically. Minutes of the meetings will be approved by the co-chairs in advance of posting.
- f) Upon the request of either party, the Labour Management Committee shall meet as soon as reasonably possible to discuss issues that arise outside of the normal scheduled dates.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select Stewards and Officers of the Union from among Employees of the Employer, each of whom shall have attained seniority. The names of the Stewards/Officers shall be given to the Employer, in writing, and the Employer shall not be required to recognize any such Steward/Officer until it has been so notified.

It is understood that all Union elected officials to the 905.13 Unit may act in the capacity of a Steward as required by the Union.

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 secure from its Officers, Stewards and members, their cooperation with the Employer and with all persons representing the Employer in a supervisory capacity.

9.02 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 Manager or designate. In obtaining such permission, the Steward shall state their destination to their Manager or designate, the approximate time required, and report again to them at the time of their return to work. Such permission will not be unreasonably withheld, and reasonable notice shall be given to the Supervisor whenever possible, having full regard for the time constraints prescribed in the grievance procedure. In accordance with this understanding,

Stewards attending grievance meetings, excluding Mediation and / or Arbitration, where attended by the Unit Chair and / or Vice Chair, shall be paid for said time.

9.03 Settling of Grievances

- a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints as quickly as possible, and further that every effort shall be made by the parties to effect a mutually acceptable resolution to such differences before advancing to Step No. 1 of the Grievance Procedure.
- b) After a grievance has been initiated, the Employer shall not initiate negotiations with the aggrieved Employee with respect to the grievance, either directly or indirectly, without the consent or presence of a Steward or Chief Steward. Once initiated, the grievance is the property of the Union. For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive (Statutory holidays are not considered working days). The date of submission of any grievance or the giving of any grievance or decision shall be excluded from the computation time.
- c) A grievance shall be defined as any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement and/or policies and/or procedures and/or legislation.
- d) All grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came, or ought to have come, to the attention of the Union or Employee concerned. No grievance shall be considered where this requirement is not satisfied.
- e) Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved Employee and their Steward shall present their grievance, and the remedy sought, in writing to their Manager or designate. Within ten (10) working days of receipt of the grievance, the Manager or designate will meet with the Employee. The Employee shall be accompanied by a representative of the Union. The Manager or designate shall give their decision in writing within ten (10) working days following such meeting.

It is understood that an Employee does not have a complaint unless it is officially brought to the attention of the immediate Manager or designate in accordance with 9.03 d) above.

If the Manager or designate's decision is not satisfactory to the Employee or Union concerned, then the grievance shall be submitted to Step. No. 2.

In the event that the grievance concerns job selection for a Bargaining Unit position, or the Manager or designate is the subject of the complaint, the grievance shall be submitted directly to Step No. 2.

Step No. 2

Within five (5) working days after the decision is given under Step No. 1, the aggrieved Employee and their Steward shall present their grievance in writing to the Director of Library Services/CEO or designate. Within ten (10) working days of receipt of the grievance the Director of Library Services/CEO or designate will meet with the Employee and their Steward. The assigned CUPE National Staff Representative will also be in attendance. The Director of Library Services/CEO or designate shall render a decision in writing within ten (10) working days following such meeting with a copy to the assigned CUPE National Staff Representative.

Step No. 3

If final settlement of the grievance is not reached at Step No. 2, either party may refer the grievance to an Arbitrator.

Referral to Arbitration may be made in writing and sent within thirty (30) working days from receipt of the written decision under Step No. 2.

Job Selection Grievances

Grievances relating to job selection for Bargaining Unit positions shall be presented by the aggrieved Employee and their Steward in writing to the CEO or their designate. The assigned CUPE National Staff Representative will also be in attendance. The CEO or their designate shall give a decision in writing within ten (10) working days following the presentation of the grievance with a copy to the assigned CUPE National Staff Representative. Job Selection grievance shall be initiated at Step No. 2.

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, the grievance shall be submitted, in writing, at Step No. 2.

9.05 May Omit Grievance Steps

A claim by an Employee who has completed their probationary period that they have been wrongfully or unjustly discharged or suspended shall be entitled to a meeting under Article 9 - Grievance Procedure. Such grievance shall be filed at Step No. 2 within five (5) working days of receipt of notice referred to above.

9.06 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

9.07 Replies in Writing

Both grievances and replies to grievances stating reasons shall be in writing and sent electronically at all stages.

9.08 Amending of Time Limits

In determining the time within which any step is to be taken under the grievance and arbitration procedures, Saturdays, Sundays, and Statutory Holidays shall be excluded. Any and all time limits in both the grievance and arbitration procedures may, at any time, be extended only by agreement, in writing or sent electronically, between the parties to this Agreement. The failure of an individual to file a grievance, or the failure of an individual to proceed to the next grievance procedure step, does not prejudice any other Employee or the Union from filing a future grievance on a similar or related matter.

9.09 Management Grievances

Any grievance instituted by Management may be referred, in writing and sent electronically, to the Union Executive within ten (10) full working days of the time at which the Employer became or ought reasonably to have become aware of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within five (5) 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 an Arbitrator as provided in Article 10 at any time within ten (10) working days, but not later.

9.10 Mediation

By mutual consent, the parties may agree to use the services of a Mediator.

The parties agree to equally share the cost of mediation.

- 9.11** It is agreed that the grievor shall not suffer any loss of pay for hours of their regularly scheduled workday, seniority, or benefits while attending Mediation or Arbitration with the Employer. Any time spent in such meetings that is in addition to said hours shall be compensated at straight time.
- 9.12** The Unit Chair or Vice-Chair shall be in attendance at all Mediation or Arbitration with the Employer. It is agreed that the Unit Chair or Vice-Chair shall not suffer any loss of pay for hours of their regularly scheduled work day, seniority, or benefits while attending Mediation or Arbitration with the Employer. Any time spent in such meetings that is in addition to said hours shall be compensated at straight time.
- 9.13** Where the Employer schedules a grievance meeting at Step 1 or Step 2 in the grievance process that is outside of the Grievor's regular workday, the Grievor shall be paid at straight time for any time spent at such meeting.

ARTICLE 10 - ARBITRATION

10.01 Appointment of Arbitrator

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 and sent electronically, addressed to the other party of the Agreement. Within ten (10) working days thereafter, the Union Executive and Management shall agree to the selection of an impartial Arbitrator.

10.02 Failure to Appoint

Should the Union Executive and Management fail to agree on an Arbitrator within ten (10) working 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 Arbitrator.

10.03 Decision of the Arbitrator

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision of the Arbitrator shall be final, binding, and enforceable on all parties and may not be changed. The Arbitrator 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 Arbitrator

The parties to this Agreement will equally share all costs associated with Arbitration.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge and Discipline Procedure

An Employee may be dismissed or suspended but only for just cause. A Manager may suspend an Employee but shall immediately report such action to the Director of Library Services/CEO or designate. Dismissal may be only upon the authority of the Director of Library Services/CEO.

When an Employee is discharged, suspended, or disciplined, the reason shall be given in the presence of a Steward or other member of the Union Executive.

Additionally:

- (a) where an Employee may be required to meet with the Employer to interview said Employee about their own conduct where disciplinary action may result for them, the Employee shall be informed by the Employer of their right to have a Steward in attendance. Where possible, Employees shall communicate through the Unit Chair or Vice-Chair when arranging for a Steward. Where the Employee has elected to have a Steward attend this meeting with the Employer, said meeting shall not begin until the Steward is present.
- (b) All notice of suspension, discipline, or discharge will be done in person, where practicable.
- (c) Where an Employee declines to exercise their right to Union representation, the Employer shall obtain dated and signed documentation of such refusal, save and except where the Employee has refused to do so.
- (d) Such Employee and the Union shall be advised promptly, in writing, by the Director of Library Services/CEO or designate, of the reason for such discharge, suspension, or discipline.

11.02 Access to Personnel Files

An Employee shall have the right on three (3) working days' notice to have access to review their personnel file in the presence of one (1) Human Resources Representative or designate and shall have the right to respond,

in writing, to any document contained therein within five (5) days, provided such document was not previously known to exist. Such reply shall become part of the permanent record. Time off to review the personnel file must be preapproved by the Employee's Supervisor, and shall be limited to twice yearly, for one of which the Employee is permitted to invite their Union Steward. It is understood that the Steward will not be eligible for payment pursuant to Article 8.03.

Employees shall be notified prior to the introduction of any new document of a disciplinary nature to their personnel files and shall have the right to review and append comments to said document.

No evidence from the Employee's record of which the Employee was not aware at the time of filing may be introduced as evidence in any hearing. At the request of the Employee, the Employer will make and provide copies of any material addressed to the Employee contained in their personnel record.

11.03 Clearing of Personnel File

Disciplinary notices or adverse reports, and any document related thereto, shall be removed, at the request of the Employee, from an Employee's personnel file after eighteen (18) months of issue, provided there has been no other discipline or other cause for disciplinary action for the same or similar occurrence during that time.

It is agreed that Counselling Letters or Letters of Expectation are not disciplinary in nature and will be removed from the Employee's file twenty four (24) months from the date of the letter.

Upon Request, the Employer will provide email documentation within seven (7) working days to Employees confirming items which have been removed from the Employee's file.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer while in the Bargaining Unit and shall include service with the Employer in what has become a Bargaining Unit position, prior to the certification or recognition of the Union.

Should a part-time member of the Bargaining Unit become a full-time member of the Bargaining Unit, their seniority shall be calculated in accordance with the above, but their service while part-time shall be prorated on the basis of

1300 hours worked equals one (1) year of seniority.

Should a full-time member of the Bargaining Unit become a part-time member of the Bargaining Unit, their seniority shall be brought into the part-time position as it was calculated in the full-time position.

12.02 Seniority List

- a) The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of application for employment. Where the date of application is the same, seniority will be determined using an impartial tie-breaker agreed upon by all parties. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January, April, July, and October of each year.
- b) Included with the seniority list, the Employer will provide a separate list of Employees' contact information (address and telephone number) as well as a list of terminations, retirements, and layoffs.

12.03 Probation for Newly Hired Employees

- a) Employees will be considered on probation for the greater of 325 hours worked or six (6) months of service, and will have no seniority rights during that period. After the greater of 325 hours worked or six (6) months of service, their seniority shall date back to the date upon which the Employee's service commenced. The release of a probationary Employee shall be at the sole discretion of the Employer. The dismissal, lay-off, or failure to recall after lay-off of a probationary Employee shall not be the subject of a grievance unless the Union alleges that the Employer has acted in an arbitrary, discriminatory, or bad faith manner.
- b) This probationary period may be extended by mutual agreement of the parties and will not be unreasonably withheld. Said extensions will be for no more than the greater of 160 hours worked or three (3) months.
- c) In the event that an Employee is absent for ten (10) or more working days during the probationary period, such probationary period shall be extended by the number of days absent to provide for a total of the required period noted above.
- d) Employees on probation shall be paid at Step 1 of the pay scale for the appropriate wage grade until successful completion of the probationary period.

- e) A probationary Employee shall be subject to the terms of this Agreement except as expressly otherwise provided.

12.04 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work due to sickness, accident, pregnancy leave, parental leave, any leave of absence covered by Article 20, or paid leave of absence, where approved by the Employer.

An Employee shall lose seniority and their employment shall be deemed terminated and they will cease to be employed by the Employer in the event 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, unless the Employee is on Long Term Income Protection Plan (LTIPP), in which case employment will terminate twenty-four (24) months after the LTIPP benefit becomes available;
- d) fails to report to work within five (5) working days after receiving documented notification from the Employer, by Registered Mail or courier following a layoff subject to Article 14.01, unless there is good and reasonable cause for a delayed return to work;
- e) fails to return to work upon termination of authorized leave of absence, unless notification, in writing, has been communicated to the Employer. Such notification will only be for good and reasonable 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 more than three (3) consecutive scheduled shifts without notifying the Employer, unless such notice was not reasonably possible;
- h) has concluded a temporary position, in the case of a Temporary Employee;

- i) has not worked twenty-six (26) shifts in a six-month period as identified in Article 27.04, in the case of a Casual Employee;
- j) is no longer enrolled part-time or full-time at a recognized institution of learning in secondary or post-secondary school, in the case of a Student Employee.

12.05 Transfers and Seniority Outside Bargaining Unit

If an Employee is temporarily transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. For the duration, the Employee shall pay dues in accordance with Article 5 of the Collective Agreements, however, said Employee will not be covered by this Collective Agreements. If they return to a position within the Bargaining Unit, within a period of two (2) years, they shall continue to accumulate seniority from the date they assumed such position which will be added to their previous seniority. No Employee shall be transferred outside of the Bargaining Unit without their consent.

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, by forwarding a posting notice of the position to the Unit Chair or Vice Chair, prior to posting. Positions shall be posted electronically a minimum of two (2) weeks, so that all members will know about the vacancy or new position. It is agreed that no one Employee may occupy more than one position at the same time.

Union positions shall not be simultaneously posted internally and externally without the consent of both the Employer and the Union, with the exception of Student and Casual positions. Whenever there is a mutual agreement to post both internally and externally simultaneously, external applications will be considered only when no qualified internal applicant applies. Such occasion will not be construed to set a precedent for any future postings.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of the Position	Qualifications
------------------------	----------------

Required Knowledge and Education Shift
Hours of Work and Salary Range

13.03 Frequent Job Bids

It is agreed and understood that an Employee shall not be considered for another job in the same classification for at least six (6) months from the time of their initial appointment to the classification unless the job would be a promotion.

When an Employee has been subject to a return as detailed in Article 13.06, this article shall not apply.

13.04 Role of Seniority in Promotions and Transfers

The basis for determining suitability for promotion or transfer to Bargaining Unit positions 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 demonstrated performance
- b) seniority

Where two or more applicants apply for the position, and where qualifications and demonstrated performance are relatively equal, seniority will govern.

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

13.05 Promotion Defined

Promotion in this agreement shall mean transfer to an occupational classification carrying a higher rate of pay in the Bargaining Unit.

13.06 Trial Period

The successful internal applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period. However, if the Employee makes a request to be returned to their former position and salary rate, they shall be returned without loss of seniority, as outlined in Article 30. The trial period shall not be extended without mutual written consent of the Union and the Employer.

Any extensions impacting any other Employee will be shared with impacted Employees immediately and prior to any Intranet post or public announcement being shared.

13.07 Notification to Employee and Union

The name of the successful applicant shall be posted electronically. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls, retirements, and terminations of employment within the Bargaining Unit.

13.08 Library Clerk I and II

New Employees hired for the position of Library Clerk will be hired into the Library Clerk I, 90% wage rate. Upon successful completion of the probationary period as per Article 12.03, Employees will move to 100% wage rate of Library Clerk I. Upon fulfilment of the requirements for Library Clerk II as defined in the job description, or sooner at the discretion of Management and provided they have successfully completed their Library Clerk I probationary period, Employees will move to 100% wage rate of the Library Clerk II position. Casual Library Clerks shall not progress past Library Clerk I.

13.09 When a letter of offer for a posting is presented to an Employee that is an existing member of the Bargaining Unit, they shall have the right to review the offer and consult with the Union if they choose to do so. It is understood that this cannot result in the Employee delaying the acceptance and/or return of their offer.

ARTICLE 14 - LAYOFFS AND RECALLS

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 currently filled by an Employee with lesser seniority, provided they are qualified to perform the work. While the Employee has the right to exercise seniority to bump into any other Branch, should the Employee choose not to do so, at the time of layoff, such Employee will still be subject to recall at any Branch. If such Employee should reject recall to another Branch, they will still be subject to recall at the Branch from which they were originally laid off.

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

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

There shall be no use of students and/or temporary Employees, while 905.13 Employees are on layoffs.

Should the Employer find it necessary to reduce the normal hours of work for any Employee, such Employee shall be offered any additional work hours which may become available in any Branch and in their classification, providing the additional hours do not conflict with the Employee's existing working schedule.

Full-time positions shall not be reduced or converted to part-time positions by reason of reassignment of hours whenever possible.

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 day of layoff. If the Employee has not been permitted the opportunity by the Employer to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 15 - HOURS OF WORK

15.01 Hours & Location 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, or of starting and quitting times.

(Pro rata calculations are based on a 35-hour work week)

Full-time

- a) The normal work day shall consist of not more than seven (7) consecutive hours exclusive of the meal periods.

In accordance with the LOU Re: Distribution Process for Fill-In Hours, fill-in shifts may also result in the Employee working up to a total of eight (8) hours in a single day.

- b) As per Article 27.01 the definition of a Full-time Employee is a full work week of between 25 hours per week and 35 hours per week. The normal work week shall be from Saturday to Friday.

Part-time

- a) The normal work day shall consist of not more than seven (7) hours per day exclusive of the meal periods.

In accordance with the LOU Re: Distribution Process for Fill-In Hours, fill-in shifts may also result in the Employee working up to a total of eight (8) hours in a single day.

- b) As per Article 27.02 the definition of a Part-time Employee is a full work week of less than 25 hours per week; however, from time to time the hours of work may exceed 25 hours per week. The normal work week shall be from Saturday to Friday.

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 Employer and the Union.

Employees who are working in a role supporting YCDSB/YRDSB schools may be scheduled to start work up to 30 minutes prior to the commencement of general class instruction in each school, which is typically prior to 9:00 a.m.

Excluding Casual Employees, the hours of work shall not entail more than two (2) evenings per week, nor more than two (2) weekends in a four (4) weekend month. Provided it does not interfere with the efficient operation of the Library, and subject to the written approval of the Manager, Employees may mutually agree to exchange shifts in such a way as to work more than two (2) evenings per week and/or more than two (2) weekends in a four (4) weekend month, provided this shall not result in premium pay. Whenever possible, each Employee shall be scheduled for two (2) consecutive days off in each seven (7) day period on the Master Schedule.

Compressed or flex time schedules may be arranged at the mutual agreement of the Employee and the appropriate Manager. The Employer shall not schedule an Employee on the Master Schedule for a split shift, except at the request of the Union for special programming.

The Master Schedule for location and regular hours of work shall be posted on the appropriate bulletin boards and in electronic format for a minimum of two (2) weeks in advance of the scheduled work period. Upon mutual agreement between and Employee and the Employer, changes to the Master Schedule are permitted with a minimum of forty-eight (48) hours' notice to the

Employee.

In accordance with the LOU Re: Distribution Process for Fill-In Hours, fill-in shifts may also result in the Employee working up to a total of eight (8) hours in a single day.

15.02 Paid Rest Period

Scheduled Hours	Paid Hours	Paid Break(s)	Unpaid Break
3+ hours	3+ hours	1 X 15 minutes	N/A
4+ hours	4+ hours	1 X 15 minutes	N/A
5 hours	5 hours	1 X 15 minutes	N/A
more than 5, less than 6	4+ hours	2 X 15 minutes	1 X 1 hour*
6+ hours	5+ hours	2 X 15 minutes	1 X 1 hour*
7+ hours	6+ hours	2 X 15 minutes	1 X 1 hour*
8+ hours	7+ hours	2 X 15 minutes	1 X 1 hour*
9 hours**	8 hours	2 X 15 minutes	1 X 1 hour*

*Typically, a 1-hour meal break is scheduled for shifts longer than 5 hours. Subject to scheduling of shifts, meal break may be scheduled for minimum 30 minutes, per employment law.

**Shifts longer than 8 hours are only scheduled in exceptional circumstances.

When an Employee is called in to cover a scheduled shift of 5+ hours and they are unable to arrive in time to work the entire shift, said Employee shall have the option of taking a 30-minute unpaid meal break rather than a 1-hour unpaid meal break. Such information shall be communicated to the Manager on site.

Employees shall be permitted one (1) fifteen (15) minute paid rest period when scheduled for three (3) or more hours, and if scheduled to work for more than five (5) consecutive hours, Employees shall receive a second fifteen (15) minute paid rest period. The time at which the rest period is taken will be approved by the Employee's Supervisor. It is understood and agreed that Employees prevented from completing their break shall be permitted to complete said period to provide a full fifteen (15) minute period in total. Paid rest periods must be taken prior to the final fifteen (15) minutes of a shift.

15.03 Unpaid Meal Period

An Employee scheduled to work more than five (5) consecutive hours shall receive an unpaid meal period. Subject to the scheduling of shifts the unpaid meal break shall be one (1) hour.

15.04 Reporting Pay

- (a) Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. In no case shall an Employee be paid for more than their scheduled shift. However, in the case of attending meetings or training sessions Employees will be paid at least two (2) hours except when work is not available due to conditions beyond the control of the Employer. The guarantee of hours to be paid as outlined herein shall not apply whenever an Employee had received prior notice not to report to work.
- (b) Students may be scheduled to work two (2) hour shifts upon mutual agreement between the Employee and Employer.
- (c) Employees may require preparation time prior to the opening of a Library Branch and prior to the start of their regular shift. In order to ensure the efficient opening of Branches on the weekend, up to fifteen (15) minutes may be added to the start of a scheduled shift, even if this is prior to 9:00 a.m. Such preparation shall not be included in the normal hours of work under Article 15.01, so as not to impact Article 27.02; Article 16.02; or Article 18.
- (d) Employees who are unable to report to work on schedule shall notify their workplace as directed by the Director of Library Services/CEO not less than one (1) hour before the commencement of the scheduled shift, unless such notice is not reasonably possible. Employees must report for each subsequent absence unless notification has been provided for the length of the absence. The Employer will post the appropriate process for reporting absence.

ARTICLE 16 - OVERTIME

16.01 No Employee shall work overtime without the approval of their Manager. Employees shall cooperate in any reasonable request by the Employer to perform overtime. In an emergency, when advance notice is not possible, the Employee shall submit to the Employer a claim for overtime within two (2) working days of the overtime.

16.02 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.

16.03 Overtime for full-time Employees shall be all time worked at the Employer's request and shall be paid at the appropriate rate as indicated.

- a) all hours worked before and after the scheduled shift at one and one-half (1½) times
- b) all hours worked in excess of seventy (70) hours in a fourteen (14) day period at one and one-half (1 ½) times;
- c) all hours worked on the eleventh (11th) and/or subsequent days of the fourteen (14) day period at one and one-half (1 ½) times;
- d) all hours worked on a Sunday at double time, provided the said Sunday is not part of the Employee's normal scheduled shift.

16.04 Overtime for part-time Employees shall be authorized work performed in excess of seventy (70) hours in a pay period, and shall be paid at the rate of one and one-half (1 ½) times the Employee's regular rate of pay.

16.05 General

Time spent at a conference, workshop, or regional meeting (or on travel associated with any of the aforementioned) shall not be considered overtime. An Employee with good and sufficient reason shall not be disciplined for refusal to attend.

16.06 Lieu Time

At the election of the Employee, time off with pay equal to the number of overtime hours worked at the prevailing overtime rate, may be substituted in lieu of overtime pay, at a time mutually agreed upon by the Employee and the Employer. A total of ten (10) days per calendar year may be deferred in such manner and used no later than December 31st.

An Employee, once the ten (10) days have been used, cannot accrue additional lieu time in the same calendar year.

Any deferred days as set out in this Article, not requested by December 15th, shall be paid out to eligible Employees no later than December 31st in each calendar year.

16.07 No Layoff to Compensate for Overtime

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

16.08 Call Back

An Employee who has left the Library premises, having worked their regular shift, and is required to return to work outside of their scheduled hours shall be paid the overtime rate for all such additional hours worked or two (2) hours at their regular rate of pay, whichever is greater.

ARTICLE 17 - PAID HOLIDAYS AND FLOATING HOLIDAY

17.01 Paid Holidays

The following paid holidays, regardless of when they fall, will be granted with pay to all Employees, and shall be subject to the terms of the Employment Standards Act. Casual Employees are exempt from non-statutory holiday pay.

New Years' Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

- a) Payment for such holidays shall be based on regular hourly rate multiplied by the number of hours they would normally have worked on such day; Employees not normally scheduled to work on such day, will be paid the average of hours worked per shift in the previous four (4) weeks. (Total hours in the previous four (4) weeks divided by the number of shifts during the same period).

- b) All hours worked on a paid holiday shall be paid at one and one half (1 ½) times in addition to the Holiday Pay;

17.02 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 regular assigned hours of work on the scheduled shift immediately prior to and on the scheduled shift immediately following the Holiday (or the day on which the Holiday is observed). If on sick leave, approved leave of absence, vacation, or bereavement leave, they shall not lose their pay for the Holiday.

17.04 Christmas Eve and New Year's Eve

The Library shall close at 12:00 Noon on Christmas Eve and New Year's Eve, with no loss in salary to the Employee.

17.05 Floating Holiday

In addition, a Floating Holiday shall be granted to all Employees, at a time convenient to both the Employer and Employee. The following qualifications apply to the Floating Holiday:

- a) It must be taken during the calendar year;
- b) Failure to take the Floating Holiday during the calendar year forfeits all entitlement to the Holiday;
- c) It will be scheduled on a first-request basis;
- d) An Employee must have sixty (60) days' continuous service with the Employer to qualify for the Floating Holiday;
- e) The Floating Holiday shall not be classed as a Paid Holiday for premium rates of pay.

ARTICLE 18 – VACATIONS

18.01 Employees, excluding Student and Casual Employees, shall be entitled to the following annual vacations, with pay. Employees, whose normal work week is less than 35 hours per week, will receive their vacation entitlement on a pro rata basis. The normal work week will not include any sporadic overtime hours or occasional additional hours worked due to vacations, absences, etc. of other Employees.

Vacation entitlement is calculated against the regularly scheduled hours worked, averaged to a weekly basis as recorded on the Master Schedule. Where the Employee works less than 35 hours per week, the number of days' entitlement will be calculated on a pro rata basis. For the purpose of vacation calculations, entitlement may be rounded up to the nearest half-hour.

AS OF JANUARY 1ST IN ANY ONE YEAR:

Up to One Year

In the first year of hire, Employees will not be eligible to take vacation but will accumulate earned vacation entitlement as of January 1st the following year, after completing probation.

That entitlement will be calculated as:

As of January 1st following the date of hire, one (1) day for every month worked up to a maximum of ten (10) days, calculated up to the end of one (1) full year of continuous service. Employees shall be entitled to the vacation entitlement above after completion of the probationary period;

after 1 year	12 days
after 2 years	15 days
after 3 years	15 days
after 4 years	15 days
after 5 years	16 days
after 6 years	17 days
after 7 years	18 days
after 8 years	19 days
after 9 years	20 days
after 10 years	21 days
after 11 years	22 days
after 12 years	23 days
after 13 years	24 days
after 14 years	25 days
after 15 years	26 days
after 16 years	26 days

after 17 years	27 days	
after 18 years	27 days	
after 19 years	28 days	
after 20 years	28 days	
after 21 years	29 days	
after 22 years	29 days	
after 23 years	30 days	
after 24 years	30 days	
after 25 years	30 days	MAXIMUM

Student and Casual Employees shall be entitled to vacation pay added to each pay period, in lieu of paid time off as follows:

From date of hire	4% of earnings
After 2 years	4.8% of earnings
After 3 years	6%
After 10 years	7%

18.02 Employees shall be entitled to their vacation in an unbroken period wherever possible subject to the following:

- a) An Employee may postpone part of their annual vacation entitlement provided the Employee uses the lesser of their annual entitlement or their *Employment Standards Act* entitlement; and the total vacation carryover may not exceed fifteen (15) days on a pro rata basis.
- b) An Employee may make a written request to carry over more vacation for specific use. The total vacation carryover may not exceed fifteen (15) days on a pro rata basis. Details of the specific reason for this carryover must be provided at the time of the request and must contain the expected dates the vacation shall be taken. The approval of such request shall be at the discretion of the Director of Library Services/CEO or designate.
- c) Any additional days or hours beyond the fifteen (15) days pro-rated shall be paid out in January of the following year at the Employee's regular, current rate of pay.

- d) Where a Manager requests, and the Employee agrees to the postponement of all or part of the Employee's vacation, that period shall be in addition to the time specified in paragraph (a) above.

That Employees shall be permitted to take their vacation entitlement at a time convenient to both the Employer and the Employee, providing that they submit to the Employer a minimum of six (6) weeks' notification of their intent to take such a vacation during the same interval will be based on the necessity of maintaining a staff level that will ensure continuance of an efficient operation.

18.03 When an Employee on a scheduled period of vacation is admitted to hospital as an inpatient for two (2) days or more of such vacation as a result of serious illness or accident, such Employee shall be entitled to claim leave-for-illness in lieu of vacation for such days of illness. The Employee must provide a Doctor's certificate verifying hospitalization and the length of illness on their return to work. Employees are entitled to bereavement leave while on vacation, and shall have no deduction from vacation entitlement for such absence. Any vacation entitlement remaining shall be rescheduled to be taken at a time mutually agreed by the Employer and Employee.

18.04 An Employee shall give notice, in writing, to their Supervisor by November 15th in each year of their preferred vacation dates for the following year. On receipt of such notice, vacation dates shall be confirmed by December 15th, based on seniority. Requested dates received after November 15th for the following year will be considered on a first-come, first-served basis.

However, when the requested vacation dates fall in December of the following year, if the request has been submitted before November 15th of the previous year, the dates shall be tentatively confirmed by December 15th of the previous year. These dates shall be confirmed, based on seniority, by March 15th of the following year. When vacation dates for the following December are requested after November 15th of the previous year, requests shall be granted on a first-come, first-served basis and shall be confirmed by the September 30th immediately prior to the requested December dates.

18.05 Employees who fail to give notice of vacation preference by November 15th shall be granted vacation, considering vacation dates confirmed by December 15th, on a first come, first served basis, and such vacation request will be confirmed or denied within two (2) weeks of application.

18.06 An Employee, on cessation of employment for either medical or personal reasons, shall receive their vacation entitlement on a pro rata basis.

18.07 When Employees take a single fill-in position for over one (1) month, the extra time shall be used to calculate vacation time for the next year.

18.08 Paid vacation credits will not accrue while an Employee is absent from work on unpaid leave of absence in excess of thirty (30) calendar days in accordance with the *Employment Standards Act*.

ARTICLE 19 - SICK LEAVE PLAN - INCOME PROTECTION PLAN

The following Plan is designed to provide the Employee with an income if the Employee cannot perform normal duties as laid out in their job description due to illness or injury during both short- and long-term disabilities as defined below. This Plan is not intended to duplicate or replace any Workers' Compensation benefits.

The basic level of benefits in the Long-Term Income Protection Plan will be maintained. However, it is noted that details of coverage are subject to change from time-to-time, depending upon the program of the selected carrier.

DEFINITIONS

IPP; STIPP; LTIPP

Means, Income Protection Plan; Short-Term Income Protection Plan; and Long-Term Income Protection Plan, respectively.

Short-Term Disability

This is defined as a period of disability resulting from illness or injury, as determined by a qualified medical practitioner, which prevents an Employee from attending their regular work and which extends for a period of not more than twenty-six (26) weeks.

Long-Term Disability

This is defined as a period of disability resulting from illness or injury, as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay

For the purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week, multiplied by the Employee's standard rate per hour, paid on a weekly basis, but shall not include any sporadic shift premium, sporadic overtime, or other increments.

Length of Service

Length of service for any Employee, for purposes of this Plan, shall mean completed continuous years of service with the Employer as of January 1st in any year, and shall commence from the date of permanent employment with the Employer and shall be based on full years of service in any year.

Top Up

This is defined as remuneration of the difference between a Workers' Compensation benefit and net wage/salary.

Actively at Work

For the purposes of this Plan, actively at work for any Employee shall mean that they are working their regular work schedule and all of their regular working hours. An Employee is not considered actively at work, and therefore not eligible for the STIPP bank to be restored, where they are on a leave of absence without pay, absent due to illness, on layoff, and/or on modified work program.

COVERAGE UNDER THIS PLAN

Permanent Full-Time, Permanent Part-Time, and Student Employees become eligible upon successful completion of probation period.

An Employee who is not present at work on becoming eligible will commence coverage following return to work. Not being present at work is defined as being on leave of absence without pay for any reason, or on layoff.

An Employee will be paid while they are disabled until the earlier of:

- a) the Employee returns to work, or
- b) the Employee retires, either at the normal retirement age or opts to retire early, or
- c) the Employee exhausts their entitlement under either of the Plans, or
- d) the Employee dies.

The Employer will continue to pay group benefit costs for a period not longer than thirty (30) consecutive months. When required, payroll deductions for pension purposes will continue to be made from STIPP during such short-term disability period.

PART “A” – Short Term Income Protection Plan (STIPP)

1. a) STIPP will apply to disabilities lasting up to twenty-six (26) weeks which prevent the Employee from:
 - i. attending their regular shift as laid out in the current Master Schedule; or
 - ii. attending any Manager-approved shift switch with another Employee; or
 - iii. attending an assigned shift if they are on their way to work and are prevented from arriving; or
 - iv. attending a fourth or greater consecutive shift of an assigned temporary fill-in for another Employee; or
 - v. completing an assigned shift after they have already reported to work.

b) Entitlement to STIPP banks shall be based on the following:

Length of Service	Amount Payable	
	100% Pay	70% Pay
From completion of probation to the end of the first calendar year	See 2 (a) below	See 2 (a) below
Less than one Year	See 2 (b) below	See 2 (b) below
One Year	2 weeks	24 weeks
Two Years	3 weeks	23 weeks
Three Years	4 weeks	22 weeks
Four Years	5 weeks	21 weeks
Five Years	6 weeks	20 weeks
Six Years	7 weeks	19 weeks
Seven Years	8 weeks	18 weeks
Eight Years	9 weeks	17 weeks
Nine Years	10 weeks	16 weeks
Ten Years	11 weeks	15 weeks
Eleven Years	12 weeks	14 weeks
Twelve Years	13 weeks	13 weeks
Thirteen Years	14 weeks	12 weeks
Fourteen Years	15 weeks	11 weeks
Fifteen Years	16 weeks	10 weeks
Sixteen Years	17 weeks	9 weeks
Seventeen Years	18 weeks	8 weeks
Eighteen Years	19 weeks	7 weeks
Nineteen Years	20 weeks	6 weeks

	Amount Payable	
Twenty Years	21 weeks	5 weeks
Twenty-one Years	22 weeks	4 weeks
Twenty-two Years	23 weeks	3 weeks
Twenty-three Years	24 weeks	2 weeks
Twenty-four Years	25 weeks	1 week
Twenty-five Years or more	26 weeks	-----

2. A new Employee shall commence coverage under the Plan on the first working day following successful completion of the probationary period in accordance with the following:
 - a) If the Employee successfully completes probation within their first year of hire, they will be entitled to fifteen (15) weeks at 70% pay for the remainder of that calendar year. Such Employees will be entitled to two (2) weeks at 100% pay and twenty-four (24) weeks at 70% pay for the following calendar year, effective January 1st.
 - b) If the Employee successfully completes probation during the calendar year following their year of hire (i.e. the second calendar year of employment), the Employee will be entitled to two (2) weeks at 100% pay and twenty-four (24) weeks at 70% pay; however, the Employee will not have access to any STIPP payments until they have successfully completed probation.
3. Eligible Employees shall receive a pro-rated amount in their STIPP bank based on the average weekly hours as shown on the Master Schedule and shall not include any sporadic overtime or other increments.
4. A permanent part-time Employee who accepts a permanent full-time position will have their STIPP bank increased to the full-time equivalent, provided they are actively at work. Additionally, this increase shall only take place at the refresh date identified in 8. below, and shall not be backdated.
5. In the event a part-time Employee temporarily fills a full-time position, the sick leave entitlement will continue to be calculated on the part-time status. If a part-time Employee has filled a temporary full-time position for more than six (6) months, and provided they are actively at work, the STIPP bank will be calculated on the full-time status following the six (6) month period at the refresh date identified in 8. below, and shall not be backdated.
6. The Employee must inform their respective supervisor or designate of their absence prior to the commencement of the work day, wherever possible, as well as on each subsequent day(s) of absence, unless notification cannot reasonably be given

and/or where notification has been provided for the length of the absence. In the event that such notification cannot reasonably be given within this period, such Employee must notify, or cause notification to be given, at the earliest reasonable opportunity. Where the Employee is negligent in notifying the Employer of their absence, the Employee shall be considered absent without approved leave, and the time will be without pay.

7. The Employee must provide medical documentation deemed as satisfactory by the Employer, which may include a completed Attending Physician's Medical Statement and /or Functional Abilities Form, to the Employer in order to access and remain eligible for STIPP benefits:
 - i. for each period of absence lasting the lesser of:
 - a. five (5) or more consecutive shifts, or
 - b. seven (7) calendar days;
 - ii. and following re-assessment by the Employee's physician;
 - iii. and at the Employer's request at any time during the absence from work;
 - iv. and prior to returning to work.

At the discretion of the Employer, the Employer may, upon advising the Employee, in writing where practicable, forward the medical documentation to the Employer's third-party medical advisor, disability adjudicator, or case manager.

Access to STIPP compensation may be suspended or denied where an Employee declines to participate and/or cooperate in the administration of STIPP.

8. a) Employees who are actively at work at the beginning of the calendar year (i.e. January 1st or their first regularly scheduled day of work following January 1st), and whose STIPP bank was not exhausted in the previous calendar year, shall have their STIPP bank refreshed to the appropriate number of days as per 1. (b) above.
- b) For Employees who are actively at work at the beginning of the calendar year (i.e. January 1st or their first regularly scheduled day of work following January 1st) and whose STIPP bank was exhausted in the previous calendar year, a new allocation will not be provided unless the Employee has returned to work (and are actively at work) for the twenty-eight (28) consecutive working days prior to January 1st.

- c) An Employee who does not have their STIPP bank refreshed on January 1st in accordance with 8. (a) or (b) above, will continue to have access to any unused STIPP time from the previous calendar year's allocation, if applicable. In addition, the Employee, provided they are actively at work, may have their STIPP bank refreshed to 50% of the entitlement set out in 1. (b), effective July 1st or their first regularly scheduled day of work following July 1st provided the Employee has returned to work, was actively at work and completed twenty-eight (28) consecutive working days of work (i.e. working their regular work schedule and all of their regular working hours) since January 1st. For clarity, the Employee does not need to be actively at work on July 1st to have their STIPP bank refreshed to 50%.
- d) The twenty-eight (28) working days referenced in 8. (b) and (c) above is equivalent to 196 hours based on a 35 hour work week. Accordingly, for Employees whose regular schedule is less than 35 hours per week, the 28 working days referenced in 8. (b) and (c) must be the greater of twenty-eight (28) working days or their pro rated equivalent of 196 hours.
- e) STIPP payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.

Successive absences due to the same or related cause will be considered as one continuous period of disability unless separated by return to active employment (i.e. actively at work) for a period of three (3) months. A disability due to a different cause will be considered a new period after a return to active employment for one (1) month.

- f) It is understood that approved leaves under Articles 20.03 Bereavement Leave, 20.06 Serious Illness Leave, 20.07 Personal Days, and any Medical Appointment time used directly related to Return to Work under 12. below, shall not affect the twenty-eight (28) consecutive working days count described above.
- g) Vacation credits will be calculated up to the date the Employee becomes disabled, is no longer in receipt of STIPP, and who subsequently goes on LTIPP.

9. The medical documentation deemed as satisfactory by the Employer, which may include a completed Attending Physician's Medical Statement and / or Functional Abilities Form provided and requested by the Employer, must be submitted within ten (10) business days from the date of illness or injury and prior to returning to work. It is the Employee's responsibility to provide medical documentation within the specified time periods or more frequently, at the Employer's request.

10. The expense of any Employer-required documents or Employer-required appointments shall be borne by the Employer, upon submission of a satisfactory receipt, as follows:
 - a) Medical certificates, up to a cost of \$25;
 - b) Medical documentation (e.g. Attending Physician's Medical Statement and / or Functional Abilities Form), up to a cost of \$50;
 - c) Related medical practitioner fees, up to a cost of \$100.
11. **Injuries covered under the *Workplace Safety and Insurance Act***

An Employee who is absent from work on a Workplace Safety and Insurance claim is entitled to draw upon their 100% STIPP bank, and this source only, for the purpose of topping up Workplace Safety and Insurance benefits to one-hundred percent (100%) of their net salary. In this event, Workplace Safety and Insurance Board payments will be paid directly to the Employer and the appropriate STIPP bank adjustments will be made. Such arrangement shall occur automatically and continue, if necessary, until the one-hundred percent (100%) STIPP bank is exhausted.

12. When an Employee can demonstrate to the Employer that they can only attend a physician and/or dentist as part of a regular treatment during their working hours, this plan will provide payment for such absences to a maximum of sixteen (16) hours in a calendar year.
13. For clarity purposes, no STIPP benefits shall be payable during any unpaid leave of absence, including a leave of absence to which an Employee is entitled under the *Employment Standards Act*.
14. An Employee who is engaged in outside employment, apart from their employment with the Employer, is not entitled to any benefits under the provisions of this Plan for any occupational illness or injuries sustained during such periods of outside employment for which benefits under the *Workplace Safety and Insurance Act* or STIPP are available.

PART "B" - Long Term Income Protection Plan (LTIPP)

The following outlines the LTIPP benefits applicable to all permanent full-time Employees. This is a summary of the benefits available only and all matters must be referred to the actual insurance plan when determining eligibility and the level of benefits available.

1. The Employer shall pay the premiums to provide an insurance plan providing Employees with LTIPP benefits. All issues regarding Employee eligibility for LTIPP benefits are determined by the insurance plan provider and any disputes regarding said eligibility would be between the Employee and insurance company beyond the scope of this Collective Agreements.

2. For eligible Employees, a benefit level of seventy-five percent (75%) of monthly earnings to a maximum of \$7,500.00 would be payable to the earlier of retirement or age 65. The plan is subject to a three (3) month waiting period and a 180-day elimination period.
3. All group benefits not eligible for waiver of premium provisions, such as Semi-Private Hospital, Extended Health Care and Dental Benefits would be discontinued after twenty-four (24) months of continuous disability on LTIPP.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Leave of Absence for Union Functions

- a) The Employer agrees to grant leaves of absence without loss of seniority for Union business to not more than two (2) Employees selected by the Union to attend conventions or conferences. It is understood however, that the cumulative total of leave of absence granted under this section shall not exceed twenty-five (25) days in any calendar year and that requests for such leaves of absence shall be made in writing at least three (3) weeks in advance. Ten (10) of these twenty-five (25) days may be utilized for the purpose of Local Union business. The Employer agrees to confirm or deny the request for such leave within five (5) days of receipt of the request. It is understood by the parties that less than three (3) weeks' notice may be accepted in exceptional circumstances.

It is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

- b) Where an Employee who is elected or appointed to a full-time or part-time office, or employment with CUPE Local 905 or CUPE National or CUPE Ontario or any other CUPE-affiliated labour body the Employer will consider a request for an extended leave of absence, not to exceed two (2) years without mutual agreement, for such Employee and the Employer may grant such leave of absence. Such leave shall not be unreasonably denied. The Employer shall pay the Employee's wages and benefits during such leave, and may be required to top up the salary/Grade/level, to that which is assigned by the relevant Executive Board. However, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.
- c) Upon thirty (30) days' written notice, the Employee shall be returned to their former position or to a position comparable to which they were employed before taking office. It is understood the Employer may fill the

position with a temporary Employee for the length of the leave.

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 also pay all approved expenses incurred by the Employee.

20.03 Bereavement Leave

In the event of a death in the immediate family of an Employee covered by this Agreement, the Employer agrees to grant time off with normal pay (exclusive of premiums) for the purpose of grieving, making arrangements for and/or attending the funeral.

- a) Up to five (5) days for spouse/partner (or common-law spouse), parent or step-parent, or child or step-child;
- b) Up to three (3) days for brother, sister, grandchild, grandparent (or step-relative of the aforementioned), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- c) Up to one (1) day for attending the funeral of an aunt, uncle, first cousin, niece or nephew, of the Employee or the Employee's spouse/partner, or to act as a pallbearer.

An Employee can reserve, from the appropriate entitlement, to attend a "Celebration of Life" which may occur at a later date.

When attending a funeral as outlined above and the burial occurs outside the Province of Ontario, and/or is in excess of 400 kilometres from the Employee's home, then such leave shall include reasonable travelling time, not to exceed four (4) additional days.

When bereavement occurs during an Employee's vacation period the Employer shall substitute bereavement days for vacation days.

Bereavement leave may not be accrued or transferred to any other date, with the exception of a "Celebration of Life".

20.04 Mourner's Leave

The Director of Library Services/CEO or designate may authorize leave without pay to attend a funeral as a mourner.

20.05 Paid Jury Leave or Court Witness Leave

The Employer shall grant leave of absence, without loss of seniority or benefits to an Employee who serves as juror or who is subpoenaed to appear as a witness in court. Such leave will not constitute a break in service for the calculation of seniority or sick leave credits. The Employer shall pay such Employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals and other expenses. The Employee will present proof of service and the amount of pay received.

It is understood that where vacation has been scheduled during said leave, it may be cancelled upon request by the Employee.

20.06 Serious Illness Leave

In the event of a serious illness of any family member as outlined in Article 20.03 a), the Employer agrees to approve paid days off for the purpose of attending to said person. Approval must be granted in advance by the Employee's Manager or the Director of Library Services/CEO. Approval for paid days, when granted, will not exceed ten (10) days total on a pro-rata basis in a calendar year. Employees are entitled to Serious Illness Leave after successful completion of the probationary period.

20.07 Personal Days

Personal Days is a provision which is designed to enable an Employee to be absent from employment for a maximum of five (5) days, per calendar year, non-cumulative, without loss of wages or benefits, for the following reasons:

- a) Unanticipated emergency-related incidents;
- b) Medical-related appointments of the Employee's spouse, parent, parent-in-law, child, or dependent, which prevents the Employee from reporting to work or requires them to leave the workplace early;
- c) For religious or ethno-cultural observance.

For Employees whose normal work week is less than thirty-five (35) hours per week, their absence from employment for Personal Days will be on a pro rata

basis.

Personal Days shall be utilized for the purposes specified above and the reason for such leave shall be provided. Employees who have taken Personal Days may be required to produce evidence which is satisfactory to Management.

To qualify for this provision, the Employee must notify the Manager or designate at least forty-eight (48) hours in advance of the date and required time off, except for emergency situations, when notice will be given as soon as reasonably possible.

Payment for such absences shall be provided from the Short Term Income Protection Plan.

The above leave provision does not apply to probationary Employees.

20.08 Pregnancy Leave/Parental Leave

1. Service Requirements

An Employee shall qualify for pregnancy leave in accordance with the *Employment Standards Act*, as amended. The Employer shall not deny the pregnant Employee the right to continue employment during pregnancy, unless the Employee is unable to perform their duties as certified by their physician.

2. Length of Pregnancy Leave

Pregnancy leave shall be granted pursuant to the *Employment Standards Act* in effect at the time the leave is requested. Where a doctor's certificate is provided stating a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of two (2) years shall be allowed.

3. Parental Leave

Parental leave shall be granted to eligible Employees, pursuant to the *Employment Standards Act* in effect at the time the leave is requested, and where the Employee is the parent of a child, following the birth of the child or the coming of the child into the Employee's custody, care and control for the first time.

20.09 Birth/Adoption Leave

Upon request to the Director of Library Services/CEO or designate, an Employee shall be granted five (5) days' leave, without loss of wages or benefits, for the birth or adoption of a child by the Employee. Such leave shall be taken within two (2) weeks of the birth or adoption. This clause will not apply to any Employee who is entitled under the Collective Agreements to a same or greater benefit or who has taken a parental leave in accordance to Article 20.08. Employees are entitled to Birth/Adoption Leave after six (6) months of employment.

20.10 General Leave

The Employer may grant a leave of absence without pay benefits and without loss of seniority to any Employee requesting such leave of absence for valid personal reasons. Such request is to be submitted in writing to the Employer for approval.

General leave may be requested in order to extend leave(s) as detailed in article 20.08 up to one additional calendar year. Such leave is not to be unreasonably denied.

20.11 When an Employee is scheduled to take the oath of citizenship or attend any other ceremony related to the Employee becoming a Canadian citizen, they shall be granted one (1) day leave without loss of wages or benefits.

20.12 Continuation/Cancellation of Benefits During Leave of Absence

Where a general leave is for a period of one (1) month or less, benefit coverage shall continue. Where an Employee requests an unpaid leave of absence for a period greater than one (1) month, the Employee shall be given the option to continue the benefits, or to have the benefits cancelled, in accordance with the terms and conditions of the carrier. If the Employee elects to continue the benefits, payments must be tendered to the Employer to cover the cost of the benefits during the period of the leave. The benefits include:

Extended Health and Dental
Group Life Insurance

Payment may be made to the Employer by way of post-dated cheques dated the first day of each month. The provisions of this article shall not be applicable to those Employees on Workplace Safety and Insurance leave or

Employees on protected leaves of absence, as defined by the *Employment Standards Act*.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Day

The Employer shall pay wages bi-weekly, every second Friday.

21.02 Rate of Pay on Promotion or Reclassification

An Employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade on the new classification which is the next higher 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 (3) months at a higher rate, the Employee shall be reclassified at that rate.

21.03 Pay on Temporary Transfer

When an Employee is required by the Employer to perform duties other than those in her 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) if the Employee is not required to perform the assigned duties of the Employee for whom they are substituting, as laid out in their job description, they shall continue to receive their regular rate of pay;
- ii) if the Employee is required to perform the assigned duties of the Employee for whom they are substituting, as laid out in their job description, they shall be paid, beginning on the first shift and continuing throughout the substitution, 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

The mileage rate paid to an Employee using their own automobile for the Employer's business shall be in accordance with the CRA Guidelines.

Mileage will be calculated to all Employer-required locations from home, less the Employee's regular mileage to and from their scheduled Branch from their home. Where an Employee uses their personal vehicle to fulfill work-related tasks assigned and approved by the Employer, they will be compensated for their mileage.

Mileage to Manager-approved professional development events will be paid for distances in excess of the Employee's normal commute to their work location. Travel time to and from voluntary or Employee-requested training sessions will be paid for on a case by case basis, subject to availability of approved budget funds, and approval from the Director of Library Services/CEO. Overtime rates will not apply.

In all cases, mileage will not be paid for travel of a distance of two kilometres or less, nor will it be paid if an Employee elects to stop at another Branch to pick up or drop off materials.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Job Classification

The Employer agrees to maintain a Joint Job Evaluation Program, jointly agreed to by the Union and the Board, for the purposes of providing and maintaining the basis of an equitable wage structure. Refer to Schedule "A" Job Evaluation Program.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Every full-time Employee who meets the eligibility criteria for OMERS shall join the Ontario Municipal Employee's Retirement System at commencement of employment. The Employer and the Employee shall make contributions in accordance with the provisions of OMERS.

All other Employees who meet the eligibility criteria for OMERS shall be notified in writing of the opportunity for membership as of January 1st each year.

23.02 Early Retirement

An Employee under age sixty-five (65) who has at least twenty (20) years of continuous service from the last date of hire with the Georgina Public Library Board and who retires prior to normal retirement age under the OMERS Pension Plan, will continue to receive Dental and Extended Health Benefits, plus Life Insurance coverage, with the Employer paying one-hundred percent (100%) of the premiums for such benefits. This coverage will continue for a maximum of ten (10) years or age of sixty-five (65), whichever comes first, subject to the termination of provisions of the Group policy.

23.03 The Employer shall make available to each permanent Employee, who works a minimum of fifteen (15) hours per week of the normal work week on a continuous basis, a group Life Insurance Plan in the amount of two (2) times salary and the Employer agrees to pay one hundred percent (100%) of the premiums for such plan.

23.04 The Employer agrees to maintain and make available to all permanent full-time Employees a Dental and Extended Health Plan equivalent to the plan as of the date of the current CA.

23.05 Employer agrees to maintain and make available to all permanent part-time Employees, who work a minimum of fifteen (15) hours per week on a continuous basis, single benefit coverage (Dental and Extended Health) with the Employer paying one hundred percent (100%) of the premiums for the single coverage.

And, that subject to approval of the benefit carrier these Employees will have the opportunity to upgrade to family coverage, with any additional premiums and/or penalties for late application, being paid by the Employee.

23.06 In the event that the Employer changes carriers within the term of the Collective Agreements, the benefit coverage levels will not, in any manner or item, be reduced.

23.07 The above provisions do not apply to Student or Casual Employees.

23.08 Workplace Safety and Insurance Act Pay Supplement

a) 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 for a period not to exceed six (6) months, subject to the following:

- i) they shall assign the payments received by them from the Workplace Safety and Insurance Board to the Employer;
 - ii) where an Employee is eligible, any top-up provisions shall be deducted from the Employee's STIPP bank in line with Article 19 (11).
 - iii) 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.
- b) An Employee receiving payment for a compensable injury under Workplace Safety and Insurance shall accumulate seniority and shall be entitled to all benefits under this Collective Agreements. While on Workplace Safety and Insurance benefits, the Employer shall continue to pay his share of all premiums for Employee benefit plans, including the pension plan, based on one hundred percent (100%) of the earnings. Such continuation of benefits shall continue for a maximum of twenty-four (24) months from the date of compensable injury.
- c) The Employer agrees that every Employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the *Workplace Safety and Insurance Act*) shall be reinstated in the position they held on the date of injury or provided with alternate employment of a nature and at earnings comparable to the Employee's employment on that date. The Employer agrees further to modify the job, if necessary, to comply with the Employee's capabilities. The salary for such modified job will be determined through the Job Evaluation Program.

23.09 Canada Pension Plan, Employment Insurance and the Workplace Safety and Insurance coverage shall be provided in accordance with the appropriate statutes.

ARTICLE 24 - SERVICE RECOGNITION

It is agreed that the Employer will provide a bonus in recognition of long-term service with the Employer commencing on the date the Employee completes five (5) years of service at two hundred dollars (\$200.00) and increasing by the amount of twenty five dollars (\$25.00) each year thereafter. This provision does not apply to Student and Casual Employees.

Rules of Application

For part-time Employees, as defined in Article 15.01, the bonus will be calculated on a pro rata basis. The normal work week will not include any sporadic overtime hours or additional hours worked due to vacations, absences, etc. of other Employees.

- i) Years of service shall be calculated on the Employee's anniversary date, being the date of commencement with the Employer;
- ii) Awards shall be paid to the Employee within thirty (30) days of the anniversary date.
- iii) Awards shall be calculated in one (1) year increments, as the following schedule will clarify:

5 years	\$200.00
6 years	\$225.00
7 years	\$250.00
8 years	\$275.00
9 years	\$300.00
10 years	\$325.00
11 years	\$350.00
12 years	\$375.00
13 years	\$400.00
14 years	\$425.00
15 years	\$450.00
16 years	\$475.00 etc.

ARTICLE 25 - GENERAL

25.01 Bulletin Boards

The Employer will provide one (1) bulletin board, in each library branch, in an area mutually agreed upon, for the purpose of posting notices regarding meetings and other matters restricted to Union Activity. Before posting, such notices must be signed by an Officer of the Local Union. Notices of a political or personal nature may be posted only after consultation with the Employer.

25.02 Health and Safety Committee

The Union will select one (1) member to represent the workers, and act on their behalf on the Joint Health and Safety Committee between the Employer of the Town of Georgina and the Georgina Public Library Board. This member will be responsible to review and make recommendations to the Committee

Co-chairs on those matters regarding occupational health and safety (including health and safety issues arising from any technological changes being considered by Management) in all branches.

25.03 Technological Change

It is agreed that no Employee will be laid off, and the Employer will endeavour to ensure that no positions will be eliminated, as a result of technological change.

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations for services where such change or changes affect the terms and conditions or security of employment of members of the Bargaining Unit or alter the basis on which this Agreement was negotiated.

The Employer agrees that it will notify the Union, as far as possible in advance, of its intention and to update the information provided as new developments arise and modifications are made when considering technological changes.

Any Employee whose position may be affected by technological change shall be given the opportunity of being retrained.

It is further agreed that a Committee consisting of two (2) representatives of each party shall be formed for the purpose of discussion of the proposed changes.

25.04 Computer Terminals

When a majority of an Employee's daily work involves the use of a computer terminal, such Employee shall have annual eye examinations, if requested by either party. The examination shall be at the Employer's expense where costs are not covered by the Employer's benefit plans.

The Employer agrees to provide an ergonomic assessment for an Employee working at a computer station upon written recommendation from the Employee's medical doctor or nurse practitioner.

The expense of any required medical certificate, up to a cost of twenty five dollars (\$25.00), will be borne by the Employer upon submission of a receipt.

25.05 Professional Development

In order to provide equal opportunity, all Employees are encouraged to continue their professional education by participating in formal courses,

in-service training plans, or to observe in other libraries. Such Employee shall submit a proposal to the Employer for approval. If approved, the Employer will pay the Employee's tuition fees, and cost of required books upon successful completion of the course. Such proposal must clearly indicate how job performance will benefit from such course(s) or training. Development may include courses to enhance skills within the current role or courses that will allow for advancement through Georgina Public Library. Requests will not be unreasonably denied in accordance with the Education, Training, Seminars and Conferences Policy.

Upon request, and where approved by the Manager or designate, when an Employee is scheduled by the Employer to participate in on-site training (in person or on-line) they will be provided a designated area that is away from the regular activities of the library that allows for concentrated learning. For greater certainty, this will be subject to operational needs.

25.06 Copies of Resolutions and Reports

Copies of all public minutes adopted by the Library Board at monthly meetings will be available on the Town website as soon as possible. Said public minutes will be internally posted electronically within five (5) days of adoption by the Library Board.

The Employer agrees that any reports or recommendations about to be made by the Employer dealing with matters of policy, wages, or working conditions covered by this Collective Agreements shall be communicated to the Union prior to being implemented.

ARTICLE 26 - NO STRIKES OR LOCKOUTS

26.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockouts.

ARTICLE 27 - DEFINITION OF EMPLOYEES

27.01 Permanent Full-time Employees - shall mean a person who fills a position created by the Employer for an indefinite period of time and regularly works between twenty-five (25) hours per week and thirty-five (35) hours per week.

27.02 Permanent Part-time Employee - shall mean a person who fills a position created by the Employer for an indefinite period of time and regularly works less than twenty-five (25) hours per week.

27.03 Temporary Employees - It is agreed that from time to time the Employer may find it necessary to hire temporary Employees in order to cover peak work periods or extended absences or special projects and to provide relief when permanent Employees are on vacation. Such persons will be hired at not less than the minimum rate for the appropriate classification of the duties being performed. When such persons are hired, the Employer will advise the Union in writing of the date of appointment and the duration.

The designation of a temporary position may be made for an initial period of a maximum of six (6) months. This period may be extended by a further seven (7) months with mutual consent of the parties to this Agreement. It is expressly provided, however, that an Employee who fills a position temporarily for the purpose of sick leave, maternity leave, or any other approved leave of absence, may fill such position for the duration of the leave granted to the Employee. Such leave shall not exceed a period of two (2) years; however, in the event of a medical leave of absence, under the Income Protection Plan, the duration of leave may be extended to two and one-half (2 ½) years.

A person appointed to a temporary position becomes a member of the Bargaining Unit upon commencement of service and shall be subject to the terms of the agreement.

In the event a temporary Employee becomes a permanent Employee in the same position and at the same classification level, all time spent as a temporary Employee shall be counted towards said Employee's probationary/trial period and shall be paid at the appropriate wage rate for the position.

In the event a temporary Employee becomes a permanent Employee at a higher classification level, they shall be subject to the terms of Article 12.03. Any time spent as a temporary Employee will not be counted toward said Employee's probationary period. Refer to Article 13.08 of the Collective Agreements for transfers between Library Clerk I and Library Clerk II.

27.04 Casual Employee – shall mean an Employee engaged to work at irregular intervals on an "as needed" basis or for temporary relief periods of up to four (4) weeks to cover illness, vacations, or other unplanned absence. Hours are not guaranteed for Casual Employees.

Where a Casual Employee has not worked twenty-six (26) shifts in a six (6) month period, they shall lose their seniority and their employment shall be

deemed terminated pursuant to Article 12.04. It is understood that attendance at staff meetings and training sessions is not considered a shift worked towards meeting the above requirements. For the purpose of this Article, a six-month period is considered to be February 1 – July 31 and August 1 – January 31.

Where a Casual Employee anticipates not being available for a defined time period, they must request and receive approval from the Employer in advance of their absence.

In the event a Casual Employee becomes a permanent part-time or permanent full-time Employee, any time spent as a Casual Employee will not be counted toward said Employee's probationary period and they shall be subject to the terms of Article 12.03.

Casual Employees are exempt from:

ARTICLE 17.01 – Non-statutory holidays

ARTICLE 17.05 - Floating Holiday

ARTICLE 18 - with the exception of Article 18.01

ARTICLE 19 - STIPP and LTIPP

ARTICLE 20 - Leave of Absence - with the exception of Article 20.01 – Leave of Absence for Union Functions

ARTICLE 23 – Employee Benefits

Wellness Benefit LOU

And as noted elsewhere in this Agreement.

27.05 Student Positions

Upon hire, and to maintain Employment, the Employee must be enrolled part-time or full-time at a recognized institution of learning in secondary or post-secondary school. Where they are no longer enrolled in a part-time or full-time course of study, all employment with the Employer shall cease. Confirmation of enrolment must be provided upon request.

Any time spent in a student position will not be counted toward said Employee's probationary period should the Employee be hired to any other Bargaining Unit position and shall be paid at the appropriate wage rate for the position.

ARTICLE 28 - AMALGAMATION OR MERGER

28.01 In the event the Employer may merge or amalgamate with any other body, the Employer shall notify the Union and the affected Employees as soon as they are reasonably able, recognizing that such notice may be delayed where confidentiality is initially required.

28.02 Upon such notification, the parties agree to discuss potential impacts on the Employees of the Bargaining Unit. These discussions shall include but not be limited to pertinent financial and staffing implications.

28.03 Where possible, the Employer agrees that in the event the Employer merges or amalgamates with any other body, that it shall use its best efforts, to the extent that it is within the control of the Employer, to obtain an agreement that will preserve the following rights of its Employees:

- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- b) Full service credits with respect to vacations with pay and all other negotiated benefits;
- c) That the work and services performed by members of the Canadian Union of Public Employees Local 905.13 shall continue to be performed by such members in the employ of the new Employer;
- d) That Employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- e) That no Employee shall suffer loss of employment as a result of such merger;
- f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2025 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 expiration date, that it desires to amend or terminate the

Agreement.

29.02 Changes in Agreement

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

ARTICLE 30 - WAGE AND JOB CLASSIFICATION ADMINISTRATION

30.01 – CUPE LIBRARY WAGE SCALES

Last Updated February 22, 2023

2.00% min wage lower 2.80% min wage low 2.00% 1.75%

Job #	Wage Grade	Position Title	April 1, 2021		October 1, 2021		January 1, 2022		April 1, 2022		October 1, 2022		April 1, 2023		April 1, 2024	
			90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%	90%	100%
	8		\$34.08	\$37.87					\$35.03	\$38.93			\$35.73	\$39.71	\$36.36	\$40.40
LU9 LU10	7 7	Circulation Coordinator eServices Technician	\$31.07	\$34.52					\$31.94	\$35.49			\$32.58	\$36.20	\$33.15	\$36.83
	6		\$28.05	\$31.17					\$28.84	\$32.04			\$29.42	\$32.68	\$29.93	\$33.25
LU2 LU4 LU7	5	Library Technician Children and Youth Assistant Library Assistant	\$25.04	\$27.82					\$25.74	\$28.60			\$26.25	\$29.17	\$26.71	\$29.68
LU12	4	Library Clerk II	\$22.02	\$24.46					\$22.64	\$25.14			\$23.09	\$25.64	\$23.49	\$26.09
	3		\$19.00	\$21.12					\$19.53	\$21.71			\$19.92	\$22.14	\$20.27	\$22.53
LU11	2	Library Clerk I	\$15.99	\$17.77					\$16.44	\$18.27			\$16.77	\$18.64	\$17.06	\$18.97
LU13	2	Casual Library Clerk							\$16.44	\$18.27			\$16.77	\$18.64	\$17.06	\$18.97
LU8	4	Library Student (see split below)														
LU8	1	Library Student - Under 18 years ¹	\$13.67	\$15.19	\$13.67	\$15.19	\$14.10	\$15.67	\$14.49	\$16.11	\$14.60	\$16.22	\$14.89	\$16.54	\$15.15	\$16.38
LU8-I	1	Library Student - Over 18 years ¹	\$14.54	\$16.16	\$14.54	\$16.16	\$15.00	\$16.67	\$15.42	\$17.14	\$15.50	\$17.22	\$15.81	\$17.56	\$16.09	\$17.87

¹ October 1, 2020 minimum wage to \$13.40 if under 18 and \$14.25 if over 18

¹ January 1, 2018 minimum wage to \$13.15 if under 18 and \$14.00 if over 18

¹ October 1, 2022 minimum wage to \$14.60 if under 18 and \$15.50 if over 18

¹ As of Oct 23/21 Ratification LU13 wage rates equivalent to LU11 90% and 100% rates

Library Clerks # represents: 1 for Keswick, 3 for Sutton, 4 for Pefferlaw



IN WITNESS WHEREOF THE Party of the First Part and the Party of the Second Part have caused their proper officers to affix their signatures.

Signed this 15th day of December 2022.

**THE GEORGINA LIBRARY UNIT
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL
905.13**



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

**TOWN OF GEORGINA PUBLIC
LIBRARY BOARD**



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



Ruth Berry (Apr 6, 2023 13:06 EDT)

Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

SCHEDULE “A”- JOB EVALUATION PROGRAM
TOWN OF GEORGINA
JOB EVALUATION PROGRAM

The Employer of the Town of Georgina is committed to establishing a meaningful value for all jobs within the corporate structure by means of a Job Evaluation Program. The focus of the program is to establish the worth of each Bargaining Unit job, relative to other Bargaining Unit jobs within the organization and provide the basis for the Employers pay practices.

A formal Job Evaluation System (attached) has been established to accomplish internal relativity. The system consists of four primary factors: Skill, Effort, Responsibility and Working Conditions. These factors are divided into sub-factors which, taken together, measure the major aspects of work in the organization. Each sub-factor is broken down into levels representing the degree to which that sub-factor is present within the given job. The degree levels have corresponding point values which, when totaled, are applied to Salary/Wage Schedules to determine appropriate compensation for a position.

1. EVALUATION SYSTEM ADMINISTRATION

- 1.01 Joint Job Evaluation Committee, Georgina Library Unit of CUPE, Local 905.13 - will be responsible for evaluating positions within this Bargaining Unit.
- 1.02 The Committee is responsible for evaluating positions in accordance with the Employer’s established Union Job Evaluation System. Evaluations are based on current job content information. For each job being evaluated, the Committee will agree upon appropriate degree levels for each sub-factor thereby establishing the internal equity of each position and subsequent placement on the appropriate wage schedule.
- 1.03 To help ensure fairness and objectivity during Job Evaluation, Committee members will not be aware of points assigned to sub-factor levels or of the factor weighting. The evaluations established by the Committee shall be maintained and processed by the Human Resources Office, in accordance with the Job Evaluation System’s established degree level point scores and factor weightings.
- 1.04 The Committee’s evaluations will be based strictly on job content. Information related to the incumbent, their performance or other such information not related to the job evaluation process will not be considered in determining the appropriate rating for a position.

2. COMMITTEE STRUCTURE

- 2.01 The Joint Job Evaluation Committee, Georgina Public Library Unit of CUPE 905.13 will be comprised of six (6) members, with no more than two (2) alternates, for either the union members or the management members, as follows:

Three (3) of the six (6) members will represent the Georgina Library Unit of CUPE, Local 905.13 one being the Unit Chair or Vice Chair. The remaining three (3) members will be representatives from Management.

- 2.02 Membership on the Committee

Committee membership is an important organizational duty. All Committee members shall be given a reasonable amount of time to prepare for, attend meetings, and to evaluate positions in an objective and unbiased manner.

- 2.03 All Committee members shall have the right, at any time, to request the replacement of any Committee member if there is evidence of such person:

- 1) disrupting the Committees' activities;
- 2) failing to participate productively;
- 3) failing to maintain confidentiality of the Committees' work;
- 4) failing to attend three (3) consecutive meetings, notwithstanding reasonable notice and reason.

A majority vote of the Committee will be required prior to a member being replaced on the Committee. If the member is a union member, the appropriate Union president will appoint a replacement member.

- 2.04 The Human Resources representative will facilitate and chair the Job Evaluation proceedings of all Committees and is a non-voting Committee Member.

3. OPERATION/RESPONSIBILITIES OF THE COMMITTEE

- 3.01 The Job Evaluation Committee is responsible for evaluating newly established positions, and for the review and/or appeal of existing positions. The Committees will determine the final evaluation for a given position, through a process of consensus decision-making as a result of thorough discussion. Where consensus cannot be reached, a majority vote will determine the evaluation.

- 3.02 The stipulated number of members will be present for each evaluation. Where the main members are not available, the alternates will be used.
- 3.03 The Committee will meet at the request of the Human Resources representative who will coordinate the scheduling of Job Evaluation Meetings.
- 3.04 The Committees will evaluate jobs in response to:
- 1) departmental reorganization
 - 2) when new positions are established by the Employer
 - 3) when the duties of an existing position change significantly

4. EVALUATION PROCEDURE

- 4.01 A request for an evaluation review of an existing position, that has changed significantly, will be initiated by the incumbent Employee or the Supervisor/Department Head of the position, by completing a Position Description Questionnaire, detailing changes to the position by updating and tracking changes to the job description, and forwarding it to Human Resources.
- 4.02 Upon receipt of the request, the Human Resources representative will review the documentation and if necessary, conduct interviews with the incumbent(s) and/or the Supervisor to obtain any additional information concerning the job content, working conditions, etc., research other job descriptions for consistency in wording and finalize the job description.
- 4.03 The Human Resources representative will schedule a Job Evaluation Meeting and forward the Position Questionnaire, the Job Description and any other relevant information and documentation to the members of the appropriate Job Evaluation Committee. The Committee members will review the Position Description Questionnaire, Job Description, etc. and obtain clarification if required. The Committee members will make every effort to rate the job individually, prior to the Job Evaluation Meeting.
- 4.04. The Human Resources representative will present the job to the Committee. The incumbent and/or Supervisor will be notified of the Job Evaluation Meeting date, and will have an opportunity to present their request to the Committee members, if they so desire. The Committee will then evaluate the position and reach consensus (or a majority vote). The incumbent and/or Supervisor will not be present during the rating process.
- 4.05 When reviewing and evaluating the position the members will compare these evaluations to the ratings of other positions within the Department, the organization as a whole, and benchmark position ratings to establish

internal relativity. All factors will be reviewed when a request is brought to the Committee.

- 4.06 To help ensure fairness and objectivity, Committee members will not be permitted to rate their own position. An alternate will be used when the member's position is being evaluated.
- 4.07 Upon completion of the evaluation process the Human Resources representative will prepare the necessary documentation and inform the incumbent, Supervisor, and Director of Library Services/CEO of the Committee's decision. The Human Resources Representative will determine and implement any required compensation adjustments.

5. COMPENSATION ADJUSTMENTS

- 5.01 The following will apply when any compensation adjustments, resulting from the Job Evaluation Process, are necessary:
 - 1) when the evaluation results in a reclassification to a higher wage grade, the effective date of the pay adjustment will be the date the request for review is received by the Human Resources Representative.
 - 2) when the evaluation results in the reclassification to a lower wage grade, the incumbent will be "red-circled" until such time as their wage rate falls within the appropriate step in the new salary/wage grade to which the position has been assigned.

6. APPEAL PROCESS

- 6.01 A request for an appeal to an existing evaluation will be initiated by the incumbent and/or the Supervisor/Department Head of the position, by completing the Job Evaluation Appeal Form and forwarding it to the Human Resources Representative.
- 6.02 Upon receipt of the request for an appeal the Human Resources representative will review the documentation and seek clarification, if necessary, from the incumbent and/or Supervisor/Department Head.
- 6.03 A meeting of the appropriate Job Evaluation Committee will be scheduled and the Committee members will follow the evaluation procedure when reviewing and rating the request for an appeal.
- 6.04 Upon completion of the Appeal Process, the Human Resources representative will inform the incumbent, Supervisor, and Director of Library Services/CEO of the Committee's decision and implement any required compensation adjustments, in accordance with 5.01.

7. GENERAL

- 7.01 Positions being reviewed, evaluated and/or appealed will be evaluated in their entirety.
- 7.02 All documentation on the Job Evaluation Program will be maintained in the Human Resources Office.
- 7.03 Decisions made by the Joint Job Evaluation Committees shall be binding upon both the Employer and the Union. Furthermore, such decisions will not be subject to the Grievance Procedure, interpretation, or modification by any other authority.

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: DISTRIBUTION PROCESS FOR FILL-IN HOURS

The parties agree that, for the duration of this Collective Agreement, fill-in hours of work should be made available to Employees who are not regularly scheduled for thirty-five (35) hours/week, whenever practical, and without incurring overtime pay.

The parties recognize that any shift replacements required, with two (2) weeks' or more notice, will continue to be posted.

The parties further agree that a list of those Employees that wish to be considered for fill-in hours shall be maintained. That list shall be formatted by seniority. An Employee may add or remove their name from the list at any time by contacting their Manager.

In the event that shift replacements are required, and the Employer was notified of that requirement with less than two (2) weeks' notice, the procedure titled GPL HR Procedure Filling Shift Vacancies with Short Notice will be followed, as amended from time to time.

At the discretion of Management, when new Casual Employees are hired, said Employees may be given priority over more senior Casual Employees for fill-in shifts, for the purpose of providing opportunities to practice newly learned skills, for the greater of 10 shifts or 40 hours.

Upon request by an Employee, and subject to approval by the Employer, said Employee may be scheduled for fill-in shifts which result in a total of eight (8) hours worked in a single day. It is understood that the shifts do not need to be consecutive. A request shall be deemed to include where an Employee has indicated availability in accordance with the established fill-in procedures.

This will not take effect until sixty (60) calendar days from the date of ratification of this Collective Agreement.

The parties further agree that should this LOU not be extended, the additional language added to Article 15.01 a) referenced in this LOU shall be removed.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen

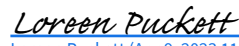


Becky George

For the Union:



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



Ruth Berry (Apr 6, 2023 13:06 EDT)

Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: LIBRARY STUDENT CIRCULATION SHIFTS

The parties agree that, for the duration of this Collective Agreements, Library Students may be permitted to cover Circulation shifts at the discretion of Management, with priorities and restrictions as follows:

1. During high-need times (primarily July & August and over the Christmas/New Year's holiday period), Library Students (at their request) may be added to both the GPL HR Procedure_Filling Shift Vacancies with Short Notice, and GPL HR Procedure_Filling Shift Vacancies with Advance Notice.
2. In order to maintain the highest level possible of "regular" circulation staff on the circulation desks during high-need times, Library Students will be added to a sub-set of the list below other Union members. Within the sub-list, Library Students will be listed in seniority order.
3. When scheduling, Managers will avoid staffing a Branch with only Library Students.
4. If no one else is available, Managers may move another staff member from another Branch and replace that staff member with an available Library Student.

For example: PE LA calls in sick for 5-9 shift on Tuesday night, leaving one Student scheduled. PE branch manager uses Short-Term Call-in list to find a replacement; the only person available is a Library Student. In order to keep the PE branch open, KE LC is shifted to work in PE from 5-9, and the available student works a 5-9 shift in KE (to replace the KE LC).

5. As with any staff member, Library Students will need to receive brief Health & Safety and Branch-specific orientations on their first shift working in a given Branch.
6. Managers may also call on Library Students at other times of year if no other staff members are available.

7. Where the Employer has assigned a Library Student to a fill in for a higher rated position, and where the shift is a minimum of three (3) hours in duration, Library Students will be compensated at the ninety percent (90%) rate of Library Clerk 1 position. It is understood that where a Library Student is assigned to fill in for a higher rated position that is outside of the Library Clerk 1 position, they will not be assigned duties outside of the Library Clerk 1 position.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



[Loreen Puckett \(Apr 9, 2023 11:54 EDT\)](#)

Loreen Puckett



[Ruth Berry \(Apr 6, 2023 13:06 EDT\)](#)

Ruth Berry



[Lynn McKinley \(Apr 9, 2023 10:43 EDT\)](#)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: PAID 30-MINUTE MEAL BREAK

It is agreed and understood that when an Employee who is working a 5+ hour shift is unable to leave the branch for their meal break because the only staff left on site would be a Library Student or Student(s), they will receive a paid 30-minute meal break.

This letter will expire at the end of the Term of this Collective Agreement.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen

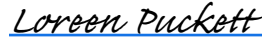


Becky George

For the Union:



Dianna Christie



[Loreen Puckett \(Apr 9, 2023 11:54 EDT\)](#)

Loreen Puckett



[Ruth Berry \(Apr 6, 2023 13:06 EDT\)](#)

Ruth Berry



[Lynn McKinley \(Apr 9, 2023 10:43 EDT\)](#)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: CASUAL EMPLOYEE AVAILABILITY

The parties agree that, in order to maintain employment status, in addition to the terms set out under Articles 12.04 and 27.04, all Casual Employees must:

- a. Be available for a minimum of eight (8) shifts within a calendar month, and must include each of one (1) Saturday, one (1) Sunday, and four (4) evenings; and
- b. Work a minimum of one (1) long weekend shift per calendar year; and
- c. Be available to, and accept, work in every Branch; and
- d. Decline no more than three (3) shifts where availability was identified within each six (6) month period as defined in Article 27.04.

Where the Employer has determined that work was not made available to the Casual Employee in accordance to the requirements in Article 27.04, the Employer may extend the timelines in the Article to mean twenty-six (26) shifts in a period of one (1) year, in accordance with the six (6) month periods defined in Article 27.04.

Two (2) representatives from the Union who were members of the Negotiating Committee for the current Collective Agreement, where possible, and two (2) representatives from the Employer will meet within one (1) year of the implementation date of this LOU to assess the impact and operationalization of the requirements as set out in the LOU. Should either party request to meet earlier, such meeting shall be arranged within four (4) weeks. Should the Union request the support of the assigned CUPE National Staff representative, such request will not be unreasonably denied.

For current Casual Employees, application of this LOU will commence within no less than two (2) months following the date of ratification.

This letter will expire at the end of the Term of this Collective Agreement.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



Ruth Berry (Apr 6, 2023 13:06 EDT)

Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: LABOUR MARKET REVIEW

The Committee will begin the Joint Labour Market Review within sixty (60) days of ratification in accordance with the Terms of Reference.

The letter will expire at the end of the Term of this Collective Agreement.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

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Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: LABOUR MANAGEMENT COMMITTEE

A Terms of Reference for the Labour Management Committee will be jointly created by the Employer and the Union. The Committee will meet within sixty (60) days of ratification to begin this work. The final product will be mutually agreed to and signed off by the parties. The Terms of Reference will not conflict with the Collective Agreements.

This Letter of Understanding shall expire at the end of this Collective Agreement, unless expressly renewed by the Parties.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



[Loreen Puckett \(Apr 9, 2023 11:54 EDT\)](#)

Loreen Puckett



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Ruth Berry



[Lynn McKinley \(Apr 9, 2023 10:43 EDT\)](#)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: INTERVIEW AND TESTING

For 2023 and 2024, the Employer will adjust the passing threshold it has identified for selection processes that are tied exclusively to lateral moves, in which the overall passing score threshold shall be lowered by ten percent (10%).

To clarify, a lateral move is where an Employee has applied to the same position they currently hold, where the position title and the job description remain the same.

This LOU only applies to permanent part-time and permanent full-time Employees.

By December 1st, 2023 the Union and the Employer will meet to review and discuss any impact this LOU may have had.

This LOU will expire on December 31st, 2024, unless otherwise mutually agreed to extend by the Union and the Employer.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:




Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



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Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: ASSIGNMENT OF FILL-IN SHIFTS FOR CASUAL EMPLOYEES

The parties agree to meet within ninety (90) days of ratification in order to undertake an assessment around the amendment of the *Filling Shift Vacancies With Advance Notice Procedure*. The assessment will be focused specifically on the use of seniority and equitable shift distribution for casual Employees as well as the number of shifts that are assigned to new Casual Library Clerks for the purpose of providing opportunities to practice newly learned skills.

The parties understand that the objective of the assessment is to identify if there are alternate options for assigning shifts to casual Employees using seniority, with an increased focus on enhancing equitability of shifts as well as in identifying if fewer shifts are practicable for new Casual Library Clerks. The parties also understand that options that would conflict with the Employer's available resources will not be considered.

The assessment will not result in changes to, or further review of, any other aspects of the current procedure.

Each party will be permitted to have two (2) representatives at the meeting.

Any changes will be by mutual agreement and shall take effect at a time mutually agreed to by the parties.

This LOU will expire at the end of the term of this Collective Agreement.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



[Loreen Puckett \(Apr 9, 2023 11:54 EDT\)](#)

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Ruth Berry



[Lynn McKinley \(Apr 9, 2023 10:43 EDT\)](#)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: PROMOTIONS AND STAFF CHANGES

When a vacancy arises in the same position within three (3) months of the start date of the successful applicant, reposting of the job is not required where there were additional applicants that were successful in the initial recruitment process.

Should the trial period (Article 13.06) be extended, the provisions of this LOU shall be extended by the same period of time.

This Letter of Understanding shall expire at the end of this Collective Agreement, unless expressly renewed by the Parties.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



Ruth Berry (Apr 6, 2023 13:06 EDT)

Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: ONLINE SELF-SERVE LEAVE CALCULATOR

The Employer shall make available to all Employees an online self-serve vacation/personal leave calculator through the staff shared Intranet. Instructions for use will also be available.

It is understood Employees will be responsible for tracking their own seniority date using Employer provided Seniority Lists available on Union Bulletin Boards.

This Letter of Understanding shall expire at the end of this Collective Agreement, unless expressly renewed by the Parties.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



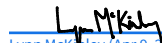
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Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: PANDEMIC PLANNING AND RESPONSE

The Employer recognizes that unique challenges have been presented by the COVID-19 pandemic and remains committed to the health and safety of Employees. Where an Employee or the Union has a specific concern that relates to the health and safety of Employees within the workplace that relates to COVID-19, a meeting may be requested with a member of management for the purpose of raising the concern. Requested meetings shall be scheduled within twenty-four (24) business working hours of request.

This Letter of Understanding shall expire at the end of this Collective Agreement, unless expressly renewed by the Parties.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:

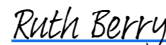


Dianna Christie



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Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING
Between the Georgina Public Library Board and CUPE, Local 905.13

RE: RETROACTIVITY

Increases to the salary schedule shall be retroactive to April 1, 2021. Where Employees have retired from the Employer since March 31, 2021, they shall be entitled to the pro-rated amount of such payments that will be limited up to the Employee's retirement date.

The Employer will endeavour to provide all retroactivity within sixty (60) days of ratification.

All retroactivity will be paid and itemized on the Employees' regular pay cheque.

All former Employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive copies of all notices sent to former Employees.

This letter expires on March 31, 2025.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



Ruth Berry (Apr 6, 2023 13:06 EDT)

Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley

LETTER OF UNDERSTANDING

Between the Georgina Public Library Board and CUPE, Local 905.13

RE: DISTRIBUTION OF COLLECTIVE AGREEMENTS

Upon ratification of the Collective Agreement, each member of the Bargaining Unit shall be entitled to one printed copy of the Collective Agreement for its duration. Copies of new Collective Agreements shall be printed in accordance with the above, the cost to be split between the Employer and the Union.

All new Employees will be provided a copy of the Collective Agreement by Management as a part of their onboarding package.

This Letter of Understanding shall expire at the end of this Collective Agreement, unless expressly renewed by the Parties.

Signed this 15th day of December 2022.

For the Employer:



Cathy Tustin



Valerie Stevens



Lisa Andersen



Becky George

For the Union:



Dianna Christie



Loreen Puckett (Apr 9, 2023 11:54 EDT)

Loreen Puckett



Ruth Berry (Apr 6, 2023 13:06 EDT)

Ruth Berry



Lynn McKinley (Apr 9, 2023 10:43 EDT)

Lynn McKinley











Final Collective Agreement Local 905-13 Georgina Public Library Expiry 2025-03-31

















Final Audit Report

2023-04-10

Created:	2023-04-03
By:	Debra Kendall (dkendall@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKoPbGEue38c-LBE4AZU-2ed8Fn1E_DPm

"Final Collective Agreement Local 905-13 Georgina Public Library Expiry 2025-03-31" History

-  Document created by Debra Kendall (dkendall@cupe.ca)
2023-04-03 - 6:51:16 PM GMT- IP address: 72.143.111.91
-  Document emailed to vstevens@georgina.ca for signature
2023-04-03 - 7:16:37 PM GMT
-  Email viewed by vstevens@georgina.ca
2023-04-04 - 5:46:45 PM GMT- IP address: 199.201.122.78
-  Email viewed by vstevens@georgina.ca
2023-04-05 - 1:37:09 PM GMT- IP address: 199.201.122.78
-  Signer vstevens@georgina.ca entered name at signing as Valerie Stevens
2023-04-05 - 1:38:37 PM GMT- IP address: 199.201.122.78
-  Document e-signed by Valerie Stevens (vstevens@georgina.ca)
Signature Date: 2023-04-05 - 1:38:39 PM GMT - Time Source: server- IP address: 199.201.122.78
-  Document emailed to ctustin@georgina.ca for signature
2023-04-05 - 1:38:41 PM GMT
-  Email viewed by ctustin@georgina.ca
2023-04-05 - 1:40:18 PM GMT- IP address: 199.201.122.78
-  Signer ctustin@georgina.ca entered name at signing as Cathy Tustin
2023-04-05 - 1:49:24 PM GMT- IP address: 199.201.122.78
-  Document e-signed by Cathy Tustin (ctustin@georgina.ca)
Signature Date: 2023-04-05 - 1:49:26 PM GMT - Time Source: server- IP address: 199.201.122.78

-  Document emailed to landersen@georgina.ca for signature
2023-04-05 - 1:49:28 PM GMT
-  Email viewed by landersen@georgina.ca
2023-04-05 - 2:51:24 PM GMT- IP address: 199.201.122.78
-  Signer landersen@georgina.ca entered name at signing as Lisa Andersen
2023-04-05 - 2:54:49 PM GMT- IP address: 199.201.122.78
-  Document e-signed by Lisa Andersen (landersen@georgina.ca)
Signature Date: 2023-04-05 - 2:54:51 PM GMT - Time Source: server- IP address: 199.201.122.78
-  Document emailed to Becky George (bgeorge@georgina.ca) for signature
2023-04-05 - 2:54:53 PM GMT
-  Email viewed by Becky George (bgeorge@georgina.ca)
2023-04-05 - 2:56:31 PM GMT- IP address: 199.201.122.78
-  Document e-signed by Becky George (bgeorge@georgina.ca)
Signature Date: 2023-04-05 - 2:57:17 PM GMT - Time Source: server- IP address: 199.201.122.78
-  Document emailed to rubeeking@hotmail.com for signature
2023-04-05 - 2:57:19 PM GMT
-  Email viewed by rubeeking@hotmail.com
2023-04-06 - 0:22:05 AM GMT- IP address: 72.136.96.28
-  Signer rubeeking@hotmail.com entered name at signing as Ruth Berry
2023-04-06 - 5:06:36 PM GMT- IP address: 199.201.122.78
-  Document e-signed by Ruth Berry (rubeeking@hotmail.com)
Signature Date: 2023-04-06 - 5:06:38 PM GMT - Time Source: server- IP address: 199.201.122.78
-  Document emailed to macpack3@gmail.com for signature
2023-04-06 - 5:06:41 PM GMT
-  Email viewed by macpack3@gmail.com
2023-04-09 - 2:18:10 PM GMT- IP address: 99.226.86.123
-  Signer macpack3@gmail.com entered name at signing as Lynn McKinley
2023-04-09 - 2:43:56 PM GMT- IP address: 99.226.86.123
-  Document e-signed by Lynn McKinley (macpack3@gmail.com)
Signature Date: 2023-04-09 - 2:43:58 PM GMT - Time Source: server- IP address: 99.226.86.123
-  Document emailed to t.puckett@sympatico.ca for signature
2023-04-09 - 2:44:01 PM GMT

 Email viewed by t.puckett@sympatico.ca

2023-04-09 - 3:52:37 PM GMT- IP address: 64.229.148.71

 Signer t.puckett@sympatico.ca entered name at signing as Loreen Puckett


2023-04-09 - 3:54:33 PM GMT- IP address: 64.229.148.71

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2023-04-09 - 3:54:37 PM GMT

 Email viewed by Dianna Christie (dchristie@cupe.ca)

2023-04-10 - 1:20:29 PM GMT- IP address: 104.47.75.254

 Document e-signed by Dianna Christie (dchristie@cupe.ca)

Signature Date: 2023-04-10 - 1:22:16 PM GMT - Time Source: server- IP address: 99.231.152.65

 Agreement completed.

2023-04-10 - 1:22:16 PM GMT

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