

# **COLLECTIVE AGREEMENT**

**Between**

**WHITCHURCH-STOUFFVILLE PUBLIC LIBRARY BOARD**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL  
905.28**

**January 1, 2023 – December 31, 2025**

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## **ARTICLE 1 – PURPOSE AND RECOGNITION**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Employees concerned in the interest of:

- (a) Maintaining mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement
- (b) Providing for the prompt and equitable disposition of grievances
- (c) Delivering effective and efficient Library services

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

### 1.03 Full-Time Employees

A Full-Time Employee is an Employee within the bargaining unit who has satisfactorily completed the probationary period and is regularly scheduled to work seventy (70) hours in every two (2) week pay period.

### 1.04 Part-Time Employees

A Part-Time Employee is an Employee within the bargaining unit who has satisfactorily completed the probationary period and is regularly scheduled to work forty-eight (48) hours or less in every two (2) week pay period.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Union recognizes and acknowledges that the management of operations and direction of the work force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) select, hire, transfer, lay-off, schedule and assign to shifts, direct, promote, demote, classify, and recall 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;
- (c) make and enforce and alter from time-to-time rules and regulations to be observed by the Employees.

2.02 The Employer agrees that none of the rights set forth in this Article will be exercised in a manner inconsistent with the express provisions of this Agreement.

2.03 For the purpose of this Agreement, it is recognized that the CEO, Managers and Coordinators, as applicable, are agents of the Employer.

### **ARTICLE 3 – RESPECTFUL WORKPLACE**

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

3.02 No discrimination

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

3.03 Workplace Harassment

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

3.04 Workplace Sexual Harassment

Workplace sexual harassment means:

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

### **ARTICLE 4 – UNION MEMBERSHIP**

4.01 The Employer and the Union agree that all Employees of Whitchurch-Stouffville Public Library who fall within the CUPE Local 905.28 bargaining unit shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union, subject to the Ontario *Labour Relations Act*.

4.02 The Employer agrees to deduct from wages due and payable to each Employee the regular monthly union dues as stipulated in writing by the Union to the Employer.

4.03 The Union shall indemnify and hold the Employer harmless with respect to all union dues deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

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

- 4.05 The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and shall give new Employees the name of the Lead Steward and a copy of the current Collective Agreement.
- 4.06 A representative of the Union shall be given an opportunity to meet with each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and the Employee's responsibilities and obligations to the Employer and the Union.
- 4.07 Employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Chief Executive Officer (CEO), or designate.

#### **ARTICLE 5 – CORRESPONDENCE**

- 5.01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Chief Executive Officer of the Employer, or their designate, and the Unit Chair and Recording Secretary of CUPE Local 905.28 or a Library representative as designated by the Union.
- 5.02 The Union agrees to keep the Employer advised of the names of the officers of the Union and of the names of those Employees on Union committees, upon their election or appointment to office.
- 5.03 It is the duty of each Employee to notify the Employer promptly of any change in principal address and/or telephone number. If an Employee fails to do so, the Employer will not be responsible for failure of a notice to reach the Employee.

#### **ARTICLE 6 – UNION EMPLOYER RELATIONS**

- 6.01 (a) A Union bargaining committee shall be elected or appointed and shall consist of not more than three Employees, (Unit Chair or designate and two (2) bargaining committee members).
- (b) Employees on the bargaining committee shall be allowed three (3) days without loss of salary or benefits to prepare for bargaining. The cost of the above days shall be invoiced to the Union for reimbursement.
- 6.02 All executive members of the Union or any person serving on any Committee for the Union shall be paid for such hours as required to meet with the Employer. Part-Time Employees who are elected to represent the Union who are not scheduled to work on a day where they are required to meet with the Employer, shall be paid their normal regular hourly rate for all hours spent with the Employer. Service and seniority shall also accrue for Part-Time Employees on said day(s). Full-Time Employees who are not scheduled to work on a day where they are required to meet with the Employer shall receive time in lieu.
- 6.03 (a) The Employer acknowledges the right of the Union to appoint or elect a Steward, from amongst Employees who are covered by this Agreement, who along with the Whitchurch-Stouffville Library Unit Chairperson or their designate, form the grievance committee. The function of these grievance committee members shall be to assist Employees in the processing of any grievance which may properly arise under the provisions of this Agreement.

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

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

- (c) The Union shall keep the Employer notified in writing of the names of the Union executive, current Stewards, and members of the negotiating committee.

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

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

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

## **ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

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

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

- 7.02 It is the responsibility of the Employer, its Employees, and the Union to maintain a safe and healthy work environment and, to this end, all agree to comply with the *Occupational Health and Safety Act*.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

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

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

8.02 A grievance shall be defined as any difference between the Employer and the Employee or Union relating to the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.03 Step 1 – Early Resolution

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

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

Step 2

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

Step 3

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

8.04 If final settlement of the grievance is not reached at Step 3, then the grievance may be referred in writing by either party to a Sole Arbitrator as provided in Article 9 below. Such referrals shall be made and received by the other party within thirty (30) business days after the decision given under Step 3.

8.05 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 3. This article shall not be used by the Union to initiate a grievance properly initiated by an Employee.

8.06 The time limits are to be mandatory for all steps of the Grievance Procedure unless the Union and the Employer mutually agree in writing to extend the time limits.

8.07 The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.08 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

8.09 A grievance by an Employee that has been discharged shall commence at Step 3 of the Grievance Procedure, provided it is submitted within five (5) business days after the date the discharge is effected.

8.10 Management Grievances

Any grievance instituted by Management may be referred in writing to the Union Executive within five (5) business days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within five (5) business days thereafter with Management to consider the grievance.

**ARTICLE 9 - ARBITRATION**

9.01 If a grievance has not been resolved and the Grievance Procedure has been exhausted, any difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, may be submitted to arbitration at any time within thirty (30) working days after the decision at Step 3, Article 8.03, is given, the grievance shall be deemed to have been abandoned.

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

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

9.03 The Union and the Employer shall each pay one-half (½) of the expenses of and fees payable to the sole Arbitrator.

9.04 The proceedings before the sole Arbitrator shall be expedited by the parties hereto and the decision of the sole Arbitrator will be final and binding upon the parties and the Employees covered by this Agreement.

9.05 The sole Arbitrator shall not have any power to alter or change any provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.06 If mutually agreeable by both parties, and in an attempt to find resolution to any matter proceeding to arbitration, the matter may be heard by a mutually agreed-to mediator.

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

**ARTICLE 10 - DISCIPLINE AND DISCHARGE CASES**

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

- 10.02 Where the Employee declines to exercise their right to Union representation, the Employer shall obtain dated and signed documentation of such refusal.
- 10.03 Each Employee shall have reasonable access to their Personnel File, in the presence of the CEO or designate. An Employee has the right to request copies of any document in this file.
- 10.04 At the Employee's request, the Employer shall remove any letter of discipline from their record, following twenty-four (24) months of discipline free active service.
- 10.05 Where the Employer intends to hold a meeting where an Employee has a right to Union representation, the Union shall be advised of the type of meeting in advance.
- 10.06 Where the Employer is calling a meeting with the Employee for the purposes of fact-finding or investigations the Employee shall have a Union Steward present.

#### **ARTICLE 11 – SENIORITY**

- 11.01 Seniority shall mean the length of continuous service with the Employer in a bargaining unit position. For Full-Time Employees, seniority shall be calculated from the last date of hire. For Part-Time Employees, seniority shall be calculated based on hours worked.

For clarity, 1820 hours worked is equivalent to one (1) year of service. No Employee shall accumulate more than 1820 hours towards seniority per year. Full- and Part-Time Employees' seniority will be integrated. Seniority shall operate on a bargaining unit wide basis.

- 11.02 The Employer shall maintain a seniority list which shall be sent to the Union in January of each year. Included with the seniority list, the Employer will provide the Union with a separate list of Employees' contact information (address and telephone number), as well as a list of terminations, retirements, and lay-offs.
- 11.03 Within seven (7) days of a new Employee commencing employment their contact information shall be forwarded to the Unit Chair, 905.28 Recording Secretary and [reception@cupe905.com](mailto:reception@cupe905.com)
- 11.04 Seniority shall terminate, and an Employee shall cease to be employed by the Employer, when they:
- (a) quit or retire;
  - (b) are discharged for just cause and not reinstated through the grievance procedure;
  - (c) are absent from work for more than three (3) consecutive shifts without notifying the appropriate immediate Supervisor, unless a reasonable explanation satisfactory to the Employer is given by the Employee;
  - (d) engages in other gainful employment while on a leave of absence unless the Employee has received permission in writing from the Employer to undertake such employment;
  - (e) fail to return to work upon the termination of an authorized leave of absence on the Employee's next scheduled shift unless a reason acceptable to the Employer is given;

- (f) fail to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail unless a reasonable explanation satisfactory to the Employer is given by the Employee;
- (g) are not recalled for a period in excess of eighteen (18) months; or,
- (h) are absent from work due to illness or disability for more than two (2) years, subject to the requirements of the *Human Rights Code*.

## **ARTICLE 12 - PROBATIONARY AND TEMPORARY EMPLOYEES**

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

### 12.02 Temporary Employees

- (a) A Temporary Employee is one who is hired for a stated purpose and period of time not to exceed nine (9) consecutive months. A member of the bargaining unit who accepts a position on a temporary basis for a predetermined period is not considered a Temporary Employee.
- (b) Temporary Employees shall not acquire seniority and shall only be subject to the following terms of the Collective Agreement:
  - Article 2 – Management Rights
  - Article 3 – Respectful Workplace
  - Article 4 – Union Dues Check Off
  - Article 8 – Grievance
  - Article 9 – Arbitration
  - Article 15 – Hours of Work
  - Article 16 – Overtime
  - Article 20.03 – Bereavement Leave
  - Article 23 – Wages
- (c) Temporary Employees shall be entitled to vacation time, vacation pay and public holiday pay in accordance with the *Employment Standards Act, 2000*. Temporary Employees will receive their vacation pay on each pay cheque.

### 12.03 Temporary Replacement Employees

- (a) It is understood, where a permanent Employee is on an approved leave of

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

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

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

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

12.04 A Temporary Employee or Temporary Replacement Employee who, without a break in service, becomes a permanent Employee is entitled to credit the temporary service accumulated towards their seniority. The probationary period can only be completed during permanent service. A Temporary Employee or Temporary Replacement Employee who completes one or more contracts totaling a minimum of twenty-four (24) months and has been the successful applicant in a competition for a permanent position, shall have their probationary period waived.

12.05 (a) A Temporary Employee or Temporary Replacement Employee may be terminated for unsuitability prior to the end of the temporary period. No grievance will be filed with respect to the discipline or discharge of a Temporary Employee or Temporary Replacement Employee except in cases of discharge where it is alleged that the termination of the Temporary Employee or Temporary Replacement Employee was arbitrary, discriminatory, or in bad faith.

(b) For the purposes of Article 13.02, Temporary Employees or Temporary Replacement Employee will be considered prior to external applicants.

(c) Temporary Employees and Temporary Replacement Employees shall be entitled to one (1) paid sick leave credit for every seventeen (17) continuous weeks of service up to a maximum of three (3) sick leave credits per calendar year. Should the Temporary Employee or Temporary Replacement Employee's

employment terminate prior to the end of a full year it is understood that time taken shall be prorated and any time taken but not accrued will be deducted from the Employee's final pay cheque.

- 12.06 An Employee may accept a temporary non-union assignment of up to twenty-four (24) months in a thirty-six (36) month period without losing their seniority in the bargaining unit. Accumulation of seniority shall freeze immediately. While an Employee fills a temporary position outside of the Bargaining Unit, they shall not pay Union dues, but will retain their seniority at the date of leaving the Bargaining Unit. It is understood that while an Employee is in a temporary position outside of the Bargaining Unit, the Collective Agreement shall not apply to them.

### **ARTICLE 13 – JOB POSTINGS**

- 13.01 When the Employer determines that a permanent vacancy exists, or when a new position is created by the Employer within the bargaining unit, the Employer shall post notices of the position for seven (7) full calendar days. The position will not be filled until the posting period has expired. Such notice shall contain the following information:

Classification  
Qualifications  
Department  
Wage Rate  
Summary of Job Duties

- 13.02 The Employer shall consider applicants for whom a successful bid would result in a promotion or transfer to a higher or equal rate classification. In cases of promotion or transfer, the following factors shall be considered:

- (a) skill, ability, job efficiency, qualifications and experience;
- (b) seniority with the Employer;

When the matters in factor a) are relatively equal in the opinion of the Employer, then factor b) shall govern.

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

13.04 Trial Period

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

- 13.05 Except in the case of a promotion, the Employer shall not consider any applicant to a posting who has, within the prior three (3) month period successfully bid on a vacancy.

### 13.06 New Job Classification

If a new permanent job is established, or if there is a substantial change to an existing job, the Employer will have the job evaluated by a third party consultant using the McDowall gender neutral job evaluation tool. The Employer will use the job evaluation results to set the pay rate for the job, in order to ensure internal equity and fair compensation. The Employer will notify the Union of the results of the job evaluation and provide the information used to determine the rate of pay.

## **ARTICLE 14 – LAY-OFFS AND RECALLS**

### 14.01 Lay-Off Procedure

- (a) In the event of a lay-off, the Employee who has the least seniority within the classification shall be the first Employee to be laid off.
- (b) An Employee who is subject to lay-off shall have the right to either:
  - i) Accept the lay-off; or
  - ii) Displace an Employee who has
    - less bargaining unit seniority in a lower or identical paying classification; and
    - who has scheduled hours less than or equal to the Employee being laid-off; and
    - if the Employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
- (c) An Employee who wishes to exercise their right to displace another Employee with less seniority shall advise the Employer within three (3) business days of the date of the notice of lay-off issued by the Employer.
- (d) An Employee who is displaced as a result of the bumping process described in (b) ii) above, shall have the right to exercise their seniority rights in the same manner.
- (e) An Employee who is displaced in accordance with the process outlined in Article 14 will have the option to return to their "home position" if the work becomes available within eighteen (18) months of the date they moved into the new position.

### 14.02 Notice of Lay-Off

In the event of a proposed lay-off of thirteen (13) calendar weeks or more, the Employer will provide affected Employees with seven (7) calendar days notice, unless legislation is more favourable to the Employee

### 14.03 Notification of Recall

An Employee on lay-off shall be notified of the date of recall by letter sent by registered mail at least seven (7) calendar days before the date of recall. Laid off Employees will promptly notify the Employer of any change in their address and telephone number.

- 14.04 New Employees shall not be hired for bargaining unit positions until those laid off and qualified to perform the work have been recalled. An Employee on lay-off will only be recalled to an identical or lower paying classification.

## **ARTICLE 15 - HOURS OF WORK**

- 15.01 The provisions of this Article shall not be construed as a guarantee by the Employer of hours of work per day or week, or days of work per week.

### **15.02 Normal Hours of Work – Full-Time Employees**

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

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

### **15.03 Normal Hours of Work – Part-Time Employees**

Where reasonably possible, scheduled hours of work for Part-Time Employees shall be distributed equitably amongst Employees qualified to perform the work. Where additional hours of work are available before the schedule is posted, the Employer will endeavor to distribute these hours on the basis of seniority within their classification. No shift shall be less than four (4) hours unless by mutual agreement between the parties to this Collective Agreement.

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

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

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

- 15.04 The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance and be for a four (4) week period. No Employee shall be scheduled to work a split shift unless mutually agreed to.

- 15.05 Employees shall receive one of the following break entitlements, depending on the length of their shift:

- (a) one (1) fifteen (15) minute paid coffee break for shifts of less than five (5) hours;
- (b) one (1) thirty (30) minute meal break of which fifteen (15) minutes is paid for shifts of five (5) hours to less than seven (7) hours; or,
- (c) one (1) sixty (60)-minute meal break of which thirty (30) minutes is paid for shifts of seven (7) hours or more.

15.06 Person in Charge

- (a) Where an Employee is asked to work the duties of Person In Charge, they will receive a shift premium of two dollars (\$2.00) per hour.
- (b) Where the Employer designates an Employee to act as the Person in Charge during their break, the Employee will be required to remain in the Library and to respond when needed. In these circumstances, the designated Employee's break shall be paid. Where the Employee is required to respond during their break, when possible without impacting other Employees or operations, they will be entitled to complete their break period.

15.07 Flex time schedules may be arranged at the mutual convenience of the Full-Time Employee and the CEO.

15.08 Meeting Attendance

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

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

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

**ARTICLE 16 – OVERTIME**

- 16.01 Overtime at the rate of time and one-half (1.5) of the Employee's regular hourly rate shall be paid in the event an Employee is required to work over and above forty (40) hours per week. All such excess time must be authorized by the CEO, or designate.
- 16.02 Full-Time Employees shall have the option to bank their overtime, up to a maximum of thirty-five (35) hours per year. Lieu time shall be taken at a time mutually agreeable between the Chief Executive Officer and the Employee. Lieu time must be used no later than June 30th of the following year.
- 16.03 A meal allowance up to twenty dollars (\$20) including taxes, shall be paid to Employees who are required to work four (4) consecutive overtime hours or more, upon production of original receipt.

**ARTICLE 17 – PAID HOLIDAYS**

17.01 The following paid holidays and any other holidays proclaimed by the Provincial or Municipal Government, regardless of when they fall, will be granted with pay to all Employees:

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

Christmas Day  
 ½ day New Year’s Eve

Boxing Day

- 17.02 In order to qualify for Holiday Pay, an Employee shall work their scheduled hours of work on the day immediately prior to and on the day immediately following the Holiday (or the day on which the Holiday is observed). If on sick leave, approved leave of absence, vacation or bereavement leave, they shall not lose their Holiday Pay. The Employer will require a medical certificate from a duly qualified medical practitioner to confirm that illness or injury prevented the Employee from attending at work.
- 17.03 The calculation of Holiday Pay shall be in accordance with the terms of the *Employment Standards Act, 2000*.
- 17.04 (a) In addition to the paid holidays listed in Article 17.01, Full-Time Employees who have completed their probationary period are entitled to one (1) additional day off, and Part-Time Employees who have completed their probationary period are entitled to four (4) additional hours off, with pay in lieu of Remembrance Day, which must be scheduled on a mutually satisfactory day during the current calendar year. This floating holiday cannot be banked or carried forward to the next year.
- (b) The floating holiday shall not be classed as a paid holiday for the purposes of premium rates of pay.
- 17.05 Any Employee required to work on a paid holiday as defined above shall be paid for all authorized work performed on such holiday at one and a half (1.5) times their regular straight time rate of pay for all hours worked in addition to their holiday pay. Full-Time Employees may elect to receive their premium pay as lieu time.

**ARTICLE 18 - VACATIONS**

18.01 Full-Time Employees will accrue paid vacation time as follows:

Less than 1 year	2 weeks/ 10 days prorated	.83 days per month
1 through 2 completed years	2 weeks/ 10 days	.83 days per month
3 through 5 completed years	3 weeks/ 15 days	1.25 days per month
6 completed years	3 weeks plus 1 day/ 16 days	1.33 days per month
7 completed years	3 weeks plus 2 days/ 17 days	1.42 days per month
8 completed years	3 weeks plus 3 days/ 18 days	1.5 days per month
9 completed years	3 weeks plus 4 days/ 19 days	1.58 days per month
10 through 12 completed years	4 weeks/ 20 days	1.67 days per month
13 completed years	4 weeks plus 1 day/ 21 days	1.75 days per month
14 completed years	4 weeks plus 2 days/ 22 days	1.83 days per month
15 completed years	4 weeks plus 3 days/ 23 days	1.92 days per month
16 completed years	4 weeks plus 4 days/ 24 days	2.00 days per month
17 through 25 completed years	5 weeks/ 25 days	2.08 days per month
25 or more completed years	6 weeks/ 30 days	2.5 days per month

18.02 The vacation year shall be January 1 to December 31. Employees shall be credited with their vacation entitlement on January 1st of each year in accordance with the schedule. Progression on the schedule shall occur in the calendar year in which the Employee's anniversary date falls and shall be pro-rated from the Employee's anniversary date of employment to December 31 of that year.

### 18.03 Vacation Entitlement – Part-Time

Part-Time and Temporary Employees with less than five (5) years of service with the Library will receive 4% vacation pay based on their gross earning each payroll and 6% for Employees with over five (5) years of service. Employees with less than five (5) years of service may request up to two (2) weeks of unpaid vacation time off during each vacation year; Employees with five (5) or more years of service may request three (3) weeks of unpaid vacation time off during each vacation year. However, for these Employees, it is not mandatory to take time off.

Employees may request vacation as individual days or in week-long blocks. It is understood that Employee requests for a week-long vacation block shall mean one (1) pay period week (i.e. Saturday through Friday).

18.04 In any vacation year, Employees shall be permitted to take their annual vacation prior to having earned it. Should an Employee leave their employment before earning the vacation time taken, the Employee is responsible for payment of unearned vacation credits taken and the Employer will withhold or make deduction from the Employee's final pay.

18.05 Paid vacation credits will not accrue while an Employee is absent from work on an unpaid leave of absence in excess of thirty (30) calendar days. Employees on unpaid leave of absence, other than pregnancy or parental leave, in excess of thirty (30) calendar days will be deemed to have taken their prorated vacation time entitlement during the period of such leave.

### 18.06 Vacation Selection

Choice of vacation dates shall be governed by seniority, subject to the Employer's operational needs. The vacation schedule for January to March of the following year will be posted by the end of October. The vacation schedule for April to December will be posted by the end of March. Any weeks of entitlement not booked or chosen at that time will lose seniority preference.

### 18.07 Banking Vacation Credits

Employees are normally encouraged to take their vacation credits in the year they are entitled. However, under extenuating circumstances, and with sufficient reason, an Employee may, with the approval of the CEO, carry forward into the next year a maximum of five (5) unused vacation days. Such unused vacation days shall be added to the Employee's vacation entitlement for the next year of employment and shall be taken by June 30th of the next year, failing which they will be lost.

18.08 If an Employee's vacation is interrupted due to illness or accident upon submission of satisfactory medical documentation, the Employee may use up to 5 days of sick leave and the corresponding vacation credits will be restored.

### 18.09 Vacation Pay on Termination

A Full-Time Employee who terminates their employment at any time during the vacation year, shall be paid for any earned but unused vacation.

**ARTICLE 19 – SHORT TERM DISABILITY AND SICK LEAVE****19.01 Sick Leave**

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

19.02 The Employer will provide short term disability leave with pay for Full-Time Employees who qualify for non-occupational illness or injury to a maximum of seventeen (17) weeks for any single absence. The short term disability leave shall be administered in accordance with the Employer's policy. Payments shall be based on the following schedule:

<b>Length of Service</b>	<b>Number of Weeks Regular Salary</b>	<b>Number of Weeks 75% of Regular Salary</b>
Less than 3 months	0	0
3 months but less than 6 months	0	17
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

19.03 An Employee will be required to produce satisfactory medical documentation, in accordance with the Employer's policy, for an absence of more than five (5) consecutive working days related to illness. The Employer will reimburse the Employee for the reasonable cost of the requested medical documentation.

19.04 An Employee who, through illness or injury, cannot return to normal duties and

responsibilities will be accommodated pursuant to the Ontario *Human Rights Code*. When a disabled Employee who has been accommodated in another position is able to perform the normal duties and responsibilities of their former position, then they shall be returned to the former position as soon as possible. It is understood that nothing in this section is intended to limit or expand the Employer's, the Union's, or the Employee's obligations to accommodate disabled Employees under the Ontario *Human Rights Code*.

In fact, all recognize and agree that they are bound by the Ontario Human Rights Code and that all rights and obligations thereunder apply to them.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 General Leave**

- (a) The Employer may grant a leave of absence without pay to an Employee for good and sufficient personal reasons on an individual basis for a maximum of 6 months. All requests for such leaves of absence must be made in writing as far in advance as practicable.
- (b) If the absence exceeds thirty (30) calendar days, the Employee shall not accumulate service for the purpose of vacation entitlement, seniority, Wage Step progression, or other compensation matters affected by service from the first day of the approved leave of absence. Benefits may be continued for the duration of the leave, but the Employee is responsible for the total premium costs of all benefits for the total period of absence.

### **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 programs with pay and without loss of seniority. Where the Employee is requested by the Employer to attend such functions, the Employer shall also pay all approved expenses incurred by the Employee.

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

### **20.03 Paid Jury Leave or Court Witness Leave**

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

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

### **20.04 Bereavement Leave**

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

- (i) up to five (5) days for loss of spouse, common-law-spouse, parent or step-parent, or child (includes the child of a common-law spouse, and a stepchild);
  - (ii) up to three (3) days for loss of sibling, grandchild, grandparent (or step-relative of the aforementioned), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
  - (iii) up to one (1) day for attending the funeral of an aunt, uncle, niece or nephew, of the Employee.
- (b) Bereavement leave must be taken in consecutive calendar days and may not be accrued. However, an Employee may reserve one (1) bereavement day from the appropriate entitlement to attend a funeral, burial or "Celebration of Life", which occurs at a later date.
  - (c) Notwithstanding (b) above, Employees may request to delay their entire bereavement leave due to individual circumstances and will provide reasonable proof in support of this request.
  - (d) It is understood and agreed that the Employee will notify the Employer of their need for bereavement leave, including the need to reserve any portion of their bereavement leave to a later date, as soon as possible following the death of the family member. The Employer reserves the right to request reasonable proof in the circumstances.
  - (e) When attending a funeral as outlined above and the burial occurs outside the Province of Ontario, and/or is in excess of four hundred (400) kilometers from the Employee's home, then the Employee will be provided with leave without pay for the reasonable travelling time, not to exceed four (4) additional days.
  - (f) In the event that bereavement leave is required while an Employee is on vacation, such vacation is re-credited to the Employee.

#### 20.05 Mourner's Leave

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

#### 20.06 Union Functions

Two Employees at a time may be granted, subject to the Employer's approval which shall not be unreasonably withheld, an unpaid leave of absence to attend Union conventions, conferences, executive and committee meetings, or workshops. It is understood that the cumulative total of leave granted under this section shall not exceed fifteen (15) working days in any calendar year. Requests shall be made at least ten (10) working days in advance. Such leave will be without loss of benefits or wages, which will be invoiced to and paid by the union.

#### 20.07 Leave for CUPE Local 905 Office

Where an Employee is elected or appointed to a Full-Time or Part-Time office/position within CUPE Local 905, CUPE National or CUPE provincial division, the Employer will consider a request for a leave of absence up to two (2) years (with extension subject to mutual agreement) for such Employee and the Employer may grant such leave of absence, provided such leave will not unduly interfere with operating requirements. Such requests shall not be unreasonably withheld.

The Employee shall provide not less than two (2) weeks written notice of the request for leave. The Employer shall pay the Employee's wages and benefits and may be required to top up the salary to that which is assigned by the 905 Executive Board if necessary. However, it is agreed and understood by the parties that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement of the Employee's wages and benefits to the Employer.

Upon thirty (30) calendar days written notice, the Employee shall be returned to their former position or to a position comparable to that in which they were employed before taking the union office.

It is understood the Employer may fill the position with a temporary Employee for the length of the leave.

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

- (a) The Employer shall grant leaves in accordance with the *Employment Standards Act, 2000*, as amended from time-to-time, for Pregnancy Leave of up to seventeen (17) weeks and Parental Leave of up to sixty-three (63) weeks.
- (b) Seniority for all purposes continues to accrue during pregnancy or parental leaves.
- (c) The Employer shall pay the premium for all applicable benefits, (excluding OMERS), for the duration of the pregnancy or parental leave. If the Employee wishes to contribute to the OMERS pension plan in respect of the pregnancy or parental leave, the Employee may purchase the leave period and the Employer will match the contribution for the period involved. The Employee can elect in writing to not purchase the leave period under the OMERS pension plan.

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

### **ARTICLE 21 – EMPLOYEE BENEFITS**

21.01 All Full-Time Employees shall join OMERS upon commencement of employment. Part-Time Employees may elect to join OMERS upon commencement of employment. The Employer and the Employee shall make contributions in accordance with the provisions of OMERS.

21.02 The Employer shall pay one hundred percent (100%) of the premiums for the following benefit plans for all Full-Time Employees:

- i. Group Life Insurance Plan
- ii. Dependent Group Life Insurance Plan
- iii. Accidental Death and Dismemberment Plan
- iv. Extended Health Plan, including paramedicals
- v. Dental Care Plan
- vi. Vision Care Plan
- vii. Short-Term Disability
- viii. Long-Term Disability

It is understood that the Employer's obligation is restricted to the payment of its portion of the premiums necessary to enroll Full-Time Employees in the benefit plans described above.

21.03 The Employer will pay one hundred percent (100%) of the premium costs for a Long-

Term Disability insurance plan for Full-Time Employees. It is understood that the Employer's obligation is restricted to the payment of the premiums necessary to enroll Full-Time Employees in the insurance plan described above.

- 21.04 It is understood that the Employer may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

## **ARTICLE 22 – TECHNOLOGICAL CHANGES**

- 22.01 Where possible, the Employer will notify the Union at least thirty (30) days in advance, or as soon as reasonably possible, of any technological change, which the Employer plans to introduce which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change on the Library, its Employees and the patrons.

## **ARTICLE 23 – PAYMENT OF WAGES**

### **23.01 Pay Days**

The Employer shall pay wages on a biweekly basis in accordance with Schedule "A" attached hereto which forms part of this Agreement. The said wages shall be paid by direct deposit to the Employee's bank account.

- 23.02 An Employee promoted to another classification 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.

### **23.03 Pay on Temporary Transfers, Higher Rated Job**

When an Employee is assigned by the Employer to temporarily perform the full duties of a higher paying position for three (3) or more consecutive normal shifts, the Employee shall receive the rate in the salary range which is higher than the previous rate.

### **23.04 Pay on Temporary Transfer, Lower Rated Job**

When an Employee is assigned to a position paying a lower rate, the Employee's rate shall not be reduced.

### **23.05 New Job Classification**

If a new permanent job is established, or if there is a substantial change to an existing job, the Employer will have the job evaluated by a third party consultant using the McDowall gender neutral job evaluation tool. The Employer will use the job evaluation results to set the pay rate for the job, in order to ensure internal equity and fair compensation. The Employer will notify the Union of the results of the job evaluation and provide the information used to determine the rate of pay.

### **23.06 Mileage**

Employees who are required by the Employer to use their own vehicle on library business shall be entitled to a mileage allowance consistent with the Town of Whitchurch-Stouffville's current rate.

## **ARTICLE 24 – GENERAL**

### **24.01 Bulletin Board**

The Employer shall provide a bulletin board at the library upon which the Union shall be able to post notices of meetings and such other notices as may be of interest to the Employees. All postings must be approved in advance by the Employer.

### **24.02 Dues Receipts**

The Employer shall set out on each Employee's T4 slip the amount of union dues paid by each Employee in the previous year.

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

### **24.04 Copies of the Agreement**

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Parties will prepare the Collective Agreement for signing as soon as reasonably possible and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date they receive the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

## **ARTICLE 25 – AMALGAMATION AND MERGER**

25.01 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall advise the Union as soon as possible, recognizing that such notice may be delayed where confidentiality is initially required. At the time of notice, the Employer shall also provide the Union with all relevant available particulars pertaining to the merger.

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

25.03 Where possible, the Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or Board, 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 905.28 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, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
- (f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

**ARTICLE 26 – NO STRIKES AND LOCKOUTS**

26.01 In view of the orderly procedure established by this Agreement and the provisions of the *Labour Relations Act, 1995* for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, and the Employer agrees that there will be no lockouts.

**ARTICLE 27 - TERM OF AGREEMENT**

27.01 Duration

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


27.02 Changes to Agreement


This Agreement may be changed by agreement made in writing and signed by the parties at any time during the term of the Agreement

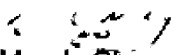
Dated at Stouffville this 16<sup>th</sup> day of December, 2024.

Signed on behalf of the  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 905.28

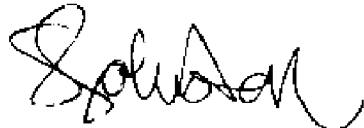
Signed on behalf of the  
STOUFFVILLE LIBRARY BOARD

  
\_\_\_\_\_  
Nina Brown, VP CUPE 905  
Acting as Unit Chair

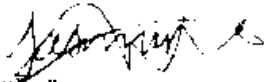
  
\_\_\_\_\_  
Margaret Wallace  
Chief Executive Officer

  
\_\_\_\_\_  
Mandy Cheng  
Negotiation Committee Member

  
\_\_\_\_\_  
Marcia Frignette  
Manager, Library Services

  
\_\_\_\_\_  
Susan Johnston

  
\_\_\_\_\_  
Sandra Liaros



Jasmine Wiradhama  
 Negotiation Committee Member

Kevin Taghabon  
 CUPE National Representative

**Whitchurch Stouffville Public Library (CUPE)**  
 2023 Grid (Effective January 1, 2023)

CUPE FT			2023					
Grade	Job Title	Hours Annual	Step 1	Step2	Step3	Step 4	Step 5	Step 6
7	Technical Services Assistant	1,820	\$30.474	\$31.698	\$32.964	\$34.285	\$35.663	\$37.095
6	Library Assistant	1,820	\$29.055	\$30.211	\$31.422	\$32.678	\$33.988	\$35.342

CUPE PT		2023			
Grade	Job Title	Step 1	Step 2	Step 3	Step 4
6	Children's Assistant	\$31.351	\$32.454	\$33.555	\$34.654
	Graphics Assistant				
	Library Assistant				
5	Public Services Assistant	\$25.266	\$26.370	\$27.473	\$28.573
4	Page	\$18.832	\$19.699	\$20.566	\$21.438
3	Makerspace Assistant	\$16.582	\$17.451	\$18.318	\$19.185
	Program Clerk				
2					Min Wage

Note: Where a step in a Grade level is less than minimum wage, as outlined in the ESA, the ESA rate will be applied.

**Whitchurch Stouffville Public Library (CUPE)**  
 2024 Grid (Effective January 1, 2024)

CUPE FT			2024					
Grade	Job Title	Hours Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7	Technical Services Assistant	1,820	\$31,388	\$32,649	\$33,953	\$35,314	\$36,733	\$38,208
6	Library Assistant	1,820	\$29,927	\$31,117	\$32,365	\$33,658	\$35,008	\$36,402

CUPE PT		2024			
Grade	Job Title	Step 1	Step 2	Step 3	Step 4
6	Children's Assistant				
	Graphics Assistant				
	Library Assistant	\$32,292	\$33,428	\$34,562	\$35,694
5	Public Services Assistant	\$26,024	\$27,161	\$28,297	\$29,430
4	Page	\$19,397	\$20,290	\$21,183	\$22,081
3	Makerspace Assistant	\$17,079	\$17,975	\$18,868	\$19,761
	Program Clerk				
2					Min Wage

Note: Where a step in a Grade level is less than minimum wage, as outlined in the ESA, the ESA rate will be applied.

**Whitchurch Stouffville Public Library (CUPE)**  
 2025 Grid (Effective January 1, 2025)

CUPE FT			2025					
Grade	Job Title	Hours Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7	Technical Services Assistant	1,820	\$32,330	\$33,628	\$34,972	\$36,373	\$37,835	\$39,354
6	Library Assistant	1,820	\$30,825	\$32,051	\$33,336	\$34,668	\$36,058	\$37,494

CUPE PT		2025			
Grade	Job Title	Step 1	Step 2	Step 3	Step 4
6	Children's Assistant				
	Graphics Assistant				
	Library Assistant	\$33,261	\$34,431	\$35,599	\$36,765
5	Public Services Assistant	\$26,805	\$27,976	\$29,146	\$30,313
4	Page	\$19,979	\$20,899	\$21,818	\$22,743
3	Makerspace Assistant	\$17,591	\$18,514	\$19,434	\$20,354
	Program Clerk				
2					Min Wage

Note: Where a step in a Grade level is less than minimum wage, as outlined in the ESA, the ESA rate will be applied.

**LETTER OF UNDERSTANDING**

BETWEEN

**WHITCHURCH STOUFFVILLE PUBLIC LIBRARY BOARD**

**(the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.28**

**(the "Union")**

**Re: New Scheduling Practices**

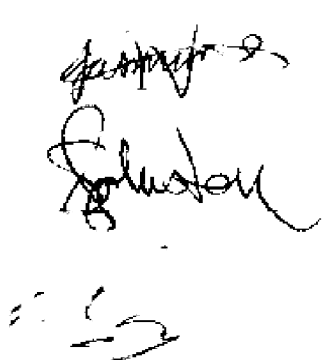
The Parties agree that a committee shall be struck to discuss any benefits and issues created by the implementation of the new scheduling provisions in the Collective Agreement.


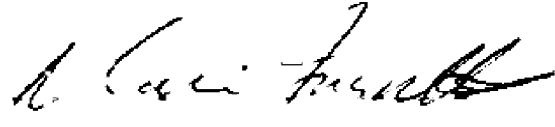
The committee shall consist of two (2) representatives from the Employer and two (2) bargaining unit representatives, plus a National Representative if available, on behalf of the Union. The committee shall arrange a meeting at least nine (9) months, and no more than twelve (12) months, following the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

Signed in Whitchurch-Stouffville this 12<sup>th</sup> day of October, 2023.

For the Employer:

For the Union:



\_\_\_\_\_  
  
\_\_\_\_\_  


**LETTER OF UNDERSTANDING**

BETWEEN

**WHITCHURCH STOUFFVILLE PUBLIC LIBRARY BOARD**

**(the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.28**

**(the "Union")**

**Re: Union Representatives and Unit Executive**

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

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

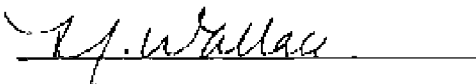
**AND WHEREAS** Employees who become unit executive members will require additional training;

**NOW THEREFORE** the Parties agree as follows:

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

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

**For the Employer:**

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**For the Union:**

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