

# **COLLECTIVE AGREEMENT**

**Between**

**SPRINGWATER TOWNSHIP PUBLIC LIBRARY BOARD**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2380-10**

**May 29, 2024 to December 31, 2027**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Employees concerned in the interest of:
- Delivering effective library services
  - Maintaining mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement
  - Providing for the prompt and equitable disposition of grievances

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union and its Local 2380-10 as the sole and exclusive bargaining agent for all employees of the Springwater Township Public Library in the province of Ontario, save and except students, the Chief Executive Officer and those above the rank of Chief Executive Officer.
- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.
- 2.03 Union members shall not be required to hire, fire, discipline, or write performance appraisals.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 Chief Executive Officer**

When the term Chief Executive Officer is used in this agreement, with the exception of Article 2.01 of this agreement, it shall be understood that the term shall mean the Chief Executive Officer or any person given authority by the Chief Executive Officer to act as their designate.

### **3.02 Full-Time Employees**

A permanent Full-Time Employee is an employee within the bargaining unit who has satisfactorily completed the probationary period and is regularly scheduled to work thirty five (35) hours or more per week.

### **3.03 Part-Time Employees**

A permanent Part-Time Employee is an employee within the bargaining unit who has satisfactorily completed the probationary period of employment and is regularly scheduled to work thirty (30) hours or less per week.

### 3.04 Contract Employees

A Contract Employee is one who is filling a position on a temporary basis for a pre-determined period of time. Such Contract Employee shall, at the commencement of employment, be informed in writing, with a copy to the Union, of the anticipated duration of the period of employment. All Contract Employees shall be covered by this Collective Agreement, with exception to the Articles listed below:

Article 8 – Grievance against layoff and dismissal

Article 10 – Discharge, Discipline and Suspension

Article 12 – Lay-off and Recall

Article 17 – Overtime

Article 18 – Leaves of Absence

Article 19 – Sick Leave

Article 20 – Seniority, except as provided in Article 20.05

Article 22 – Benefits (Full-Time Employees)

Article 23 – Paid Holidays

Article 24 – Vacations

A member of the bargaining unit who accepts a position on a Contract basis for a predetermined period is not considered a Contract employee but is considered to be on Temporary Assignment.

Contract positions shall not exceed eighteen (18) months without the mutual agreement of the Union and the Employer.

### 3.04 Working Day

A working day shall mean any day from Monday to Saturday, inclusive, excluding those days recognized as holidays under Article 23 – Paid Holidays.

## **ARTICLE 4 – NO DISCRIMINATION**

4.01 The Employer and the Union agree that 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; nor by reason of their activity or non-activity in the Union.

- 4.02 The Union agrees it will not discriminate against, coerce or restrain any employee because of their membership or non-membership, their activity or their lack of activity in the Union.
- 4.03 The Union agrees that neither the Union nor its members will engage in Union activities during working hours or hold meetings on the Employer's premises at any time without obtaining the prior permission of the Chief Executive Officer, or designate.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 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) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees, subject to the right of the employees who have acquired seniority to grieve to the extent and manner provided herein, if the provisions of this Agreement are violated in the exercise of these rights;
- (c) make and enforce and alter from time to time rules and regulations to be observed by the employees; and
- (d) generally to manage the Employer's operations, determine operational requirements and required levels of service and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, the hours and schedules of work, to institute changes in jobs and job assignments, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

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

5.03 The Employer will exercise its management rights in accordance with the provisions of this Agreement and any applicable legislation.

## **ARTICLE 6 – UNION DUES**

6.01 Dues/Fee Deductions from Pay

Upon commencement of employment the Employer shall deduct a one-time initiation fee along with regular Union dues from the bi-weekly pay of each employee in the amount or rate notified in writing from time to time to the Chief Executive Officer or designate by the Secretary Treasurer of CUPE Local 2380. The Union agrees that the amount or rate of dues/fee to be so deducted, once set, shall not be changed by the Union for a period of six (6) months and thereafter shall not be changed more than once in any six (6) month period.

**6.02 Remittance of Dues/Fee Deductions**

The Employer shall forward to the Secretary-Treasurer of CUPE Local 2380 payment for the amount deducted pursuant to Article 6.01 for the initiation fees on a monthly basis. The Employer shall forward to the CUPE National Office payment for the amount deducted pursuant to Article 6.01 for regular Union dues on a monthly basis along with a list of names of all employees from whose wages the deductions were made in the previous month.

6.03 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.

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

6.05 The Employer agrees to provide each new employee covered by the Collective Agreement with the following documents:

(a) Collective Agreement

(b) List of Union Officers

6.06 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.

**6.07 Union Constitution/By-Laws**

The Union will provide to the Employer an approved copy of the section of the By-Laws or Constitution of CUPE Local 2380 authorizing any such dues/fees and contributions, and an approved copy of the section of the minutes of a meeting at which any change in such dues/fees and contributions is made.

**ARTICLE 7 – REPRESENTATION**

7.01 (a) All correspondence between the parties arising out of this Agreement, except for Article 8 (Grievance Procedure) and 9 (Arbitration); shall pass between the Chief Executive Officer, or designate, and the Library Unit Chair or designate, and CUPE Local 2380 Recording Secretary.

- (b) The Employer shall provide the Union, at the time of hiring or change in the position of an employee, including temporary transfers of more than two (2) weeks, the employee's name, address, date of hire or change in position, title and level of position, and the wage rate or salary step.
  - (c) The employee shall notify the Employer in writing, of any change in the employees' address, telephone number or change in dependent status within one week of any such change. The employee or the Union shall save the Employee harmless in any action resulting from the employee not making the required changes in records as noted above.
- 7.02
- (a) The Union has the right to select two (2) Union Stewards in addition to the Unit Chair for Local 2380.10.
  - (b) The Employer also recognizes a Negotiating Committee of not more than two (2) employees plus one alternate covered by the Collective Agreement, who have completed their probationary period.
  - (c) A Grievance Committee shall be comprised of not more than two (2) elected representatives of CUPE Local 2380.10, who have completed their probationary period.
  - (d) The Union shall keep the Employer notified in writing of the names of the Union executive, current stewards, and members of the negotiating committee.
  - (e) The Union and the Employer shall each have the right at any time to have the assistance of outside representation when dealing or negotiating with each other.
- 7.03
- (a) It is understood that members of the Grievance Committee 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, the members of the Grievance Committee may leave their work without loss of pay, seniority or benefits on the following conditions:
    - (b) The members of the Grievance Committee concerned shall obtain the permission of their immediate supervisor before leaving their work. Such permission shall not be unreasonably withheld. In obtaining such permission, the members of the Grievance Committee concerned shall state their destination to their immediate supervisor and report again to their supervisor at the time of their return to work.
    - (c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

- 7.04 A Union representative will be given up to thirty (30) minutes with each new employee without loss of pay, to acquaint such employee(s) with the Union and its function, during the first month of employment. The Union representative and the Employer shall arrange a mutually agreeable time for this meeting.
- 7.05 The Union shall keep the Employer notified in writing of the names of the Union executive, current stewards, and members of the negotiating committee.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 The Employer and the 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 - Arbitration, "business days" shall mean Monday to Friday, excluding paid holidays.

- 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- Complaints Meeting**

Where an employee has a complaint, they shall ask for a meeting with their supervisor within ten (10) business days of the circumstance giving rise to it having occurred or became known or ought reasonably to have become known to the employee.

The supervisor shall meet with the employee to discuss the complaint within ten (10) business days of the employee's request to meet, or such mutually agreeable time thereafter. The employee shall have their steward present at this meeting. The purpose of the meeting shall be to attempt to resolve the complaint.

If the complaint is not resolved at Step 1, the supervisor shall provide a written response to the complainant within ten (10) business days, or such mutually agreeable time thereafter.

- 8.04 Before submitting a grievance at Step 2, all individual grievances must proceed through the complaint procedure described in Article 8.03.

### **8.05 Step 2- Grievance Meeting**

Within ten (10) business days of the employee's receipt of the supervisor's Step 1 written response, the employee shall submit to the Chief Executive Officer, or designate, a written statement of the particulars of their grievance, including the articles of this Collective Agreement alleged to have been violated, and the remedies sought.

A meeting shall be held within a period of ten (10) business days, or such mutually agreeable time thereafter, with the grievor, a Union Representative and the Chief Executive Officer, or their designate.

The Chief Executive Officer or their designate shall render their decision in writing within ten (10) business days following said meeting, or such mutually agreeable time thereafter.

If the grievance is not resolved, the grievance may be referred to arbitration as provided in Article 9, at any time within thirty (30) working days of receipt of the decision of the Chief Executive Officer or designate, but not later.

8.06 A grievance arising directly between the Employer and a group of employees or the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2. This article shall not be used by the Union to initiate a grievance properly initiated by an employee.

8.07 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.

8.08 The Employer shall supply the necessary facilities for the grievance meetings.

8.09 Management Grievances

Any grievance instituted by Management may be referred in writing to the Union Executive within ten (10) business days of the occurrence of the circumstances giving rise to the grievance, and the Union Executive shall meet within ten (10) business days thereafter with Management to consider the grievance, or such mutually agreeable time thereafter.

**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) business days after the decision of the Chief Executive Officer or designate at Step 2, Article 8.05, is given. If no written request for arbitration is received within 30 (thirty) business days after the decision under Step 2 of the grievance procedure 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.

- 9.03 The decision of the Arbitrator shall be binding on both parties.
- 9.04 The 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.
- 9.05 The Union and the Employer shall each pay one-half (1/2) of the expenses of and fees payable to the Arbitrator.
- 9.06 The Parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.
- 9.07 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.

#### **ARTICLE 10 – DISCHARGE, DISCIPLINE AND SUSPENSION**

- 10.01 In the event an employee who has attained seniority is being discharged or suspended from employment they may file a grievance at Step 2 in accordance with Article 8.
- 10.02 The rationale for being discharged or suspended from employment shall be given to the employee in writing and in the presence of a Union Steward or member of the Union Executive.
- 10.03 The grievance must be submitted within ten (10) business days after the employee is notified of the discharge or suspension.
- 10.04 Such grievance may be settled under the Grievance Procedure or Arbitration by:
  - (a) confirming the Employer's action; or
  - (b) reinstating the employee without loss of seniority and with full compensation for the time lost; or
  - (c) by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.
- 10.05 An employee shall have the right to review their personnel file in the presence of the Chief Executive Officer or designate and shall have the right to have a copy of any document in their file but shall not alter or remove any document from their file. An employee shall have the right to respond, in writing, to any document contained therein, such reply to become part of their record. The employee shall give the Chief Executive Officer or designate two (2) business days' notice to have access to their personnel file and the written response to any document

contained in the file shall be given within ten (10) business days of the date of access.

10.06 Whenever the Employer issues a disciplinary letter to an employee, the employee will be given a copy of such letter.

10.07 Where an employee receives a formal disciplinary notation, that disciplinary notation will not be relied upon if the employee receives no further discipline for a period of eighteen (18) months of active service from the date of the original disciplinary notation.

## **ARTICLE 11 – PROMOTIONS, APPOINTMENTS, TRANSFERS AND JOB POSTINGS**

11.01 (a) When a new position is created, or when the Employer determines that a permanent vacancy exists, the Employer shall post notice of the position on the Corporation of the Township of Springwater's website for a minimum of one (1) week and shall distribute the posting by corporate e-mail to all employees in the bargaining unit. External job postings may be made at the same time as internal job postings, however internal candidates shall be considered first. For clarity, external applications will be held separate and will not be reviewed until the internal process is complete.

(b) 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 and transfer (other than promotions outside the bargaining unit), the following factors shall be considered:

- (i) skill, ability, job efficiency, qualifications, and experience;
- (ii) seniority with the Employer.

It is understood that where the factors referred to in i) are relatively equal then factor (ii) shall govern. Seniority shall apply when within 10%.

(c) Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to illness, accident, leaves of absence (including maternity leave) need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Employer.

(d) The Employer shall not consider any applicant to a posting who has, within the prior three (3) month period successfully bid on a vacancy.

(e) If there is only one (1) internal applicant for a vacancy that is the same classification as their currently held position, and they meet all of the factors referred to in 11.01 (b)(i), then an interview will be waived.

- (f) The job posting shall contain the title and nature of the position, required qualifications, and a wage or salary rate or range.
- (e) The successful applicant shall be placed in the vacancy or new position for a trial period not exceeding three (3) months. During the trial period, the employee shall be paid the appropriate 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 11.01 (b).

#### 11.02 Temporary Transfers and Assignments (Inside the Bargaining Unit)

- (a) The Employer may temporarily assign an employee to work in any job classification covered by this Agreement. Whenever possible, the Employer shall give (2) two week's notice of such transfer.
- (b) When an employee is temporarily transferred by the Employer to a position in a lower-paying job classification (e.g. to replace an absent employee), the employee shall continue to be paid at their regular rate.
- (c) When an employee requests or competes for a temporary assignment, or accepts redeployment by the Employer to a position in a lower paying job classification in lieu of being laid off pursuant to Article 12.01, the employee shall receive the rate of pay for the new job classification.
- (d) When an employee is temporarily transferred by the Employer to a position in a higher-paying job classification, either inside or outside the bargaining unit, the employee shall be paid at the step in the higher paying range that corresponds to an increase in pay.

11.03 An employee shall not be transferred on a permanent basis from one branch to another in an unfair manner. The affected employee shall be informed in writing a minimum four (4) weeks in advance.

#### 11.04 Transfers and Promotions (Outside the Bargaining Unit)

- (a) No employee shall be transferred to a classification outside the bargaining unit without their consent.
- (b) If an employee is transferred or promoted to a classification outside the bargaining unit on an temporary basis the employee will not continue to accumulate seniority for the period worked outside of the scope of the Agreement, nor pay union dues. Employees will retain their seniority

provided they return to their position in the bargaining unit within twelve (12) months, at which time they shall resume accumulating seniority.

- (c) In the case of an appointment to a permanent position outside the bargaining unit, the employee's seniority shall cease.

## **ARTICLE 12 – LAY-OFF AND RECALL**

### **12.01 Lay-Off**

- (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 has the required qualifications to perform the duties of the job 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 five (5) 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 12 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.

### **12.02 Notice of Lay-Off**

The Employer shall notify permanent and probationary employees who are to be laid off at least twenty (20) business days before the layoff is to be effective, except in circumstances beyond the reasonable control of the Employer. If the employee laid off has not had the opportunity to work twenty (20) full days after

notice of layoff, the employee shall be paid in lieu of work for that part of twenty (20) days during which work was not made available. If a greater period of notice is required by legislation, such greater period of notice or pay in lieu shall be given.

### 12.03 Recall

- (a) Employees laid off or displaced from their regular classifications pursuant to Article 12.01 shall be recalled in the order of seniority provided they have the required qualifications to perform the duties of the job and can perform the duties without training other than orientation.
- (b) An employee on lay-off shall be notified of the date of recall by letter sent by registered mail at least seven (7) business days before the date of recall. Laid off employees will promptly notify the Employer of any change in their address and telephone number.
- (c) No employee shall be recalled to a higher-paying classification than the one from which the employee was laid off, unless they have been previously classified in, and has demonstrated satisfactory performance in such classification with the Employer.
- (d) No new employee shall be hired to perform a job covered by this Collective Agreement as long as there is a permanent employee on layoff who has the qualifications and ability to perform that job.
- (e) A laid off or displaced employee is free to apply for any posted job.

## **ARTICLE 13 – RESIGNATIONS**

13.01 Resignations of all employees shall be made in writing and presented to the Chief Executive Officer at least two (2) weeks in advance of the intended date of termination of employment.

## **ARTICLE 14 – JOINT LABOUR-MANAGEMENT RELATIONS COMMITTEE**

- 14.01 (a) A Joint Labour-Management Committee consisting of two (2) representatives from the Union who have completed their probationary period and when possible two (2) representatives from Management (excluding Library Board Trustees, unless determined appropriate by the Employer) shall meet to discuss matters not covered in this Agreement and with a view to promoting good labour-management relations and communications.
- (b) The Union shall endeavour in good faith, to select two (2) representatives, one (1) being the Unit Chair or designate, and the other member to be elected or appointed by the Union.

- (c) Meetings of said Committee shall be held upon reasonable notice at the request of either party at least every two months during the term of the Agreement.
- (d) Employees attending Joint Labour-Management Committee meetings shall be paid at their regular rate for time necessarily lost from work for the purpose of attending such meetings.
- (e) Draft minutes shall be posted prior to the next Joint Labour-Management Committee meeting, and a copy shall be provided to the Library Board Trustees and the Unit Chair by the Chief Executive Officer or designate.
- (f) Issues for which other formal redress mechanisms have been established will not be discussed at the committee level.

#### **ARTICLE 15 – EXCHANGE OF INFORMATION**

15.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. All postings must be approved in advance by the Employer.

#### **ARTICLE 16 – HOURS OF WORK AND BREAKS**

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

16.02 (a) The normal hours of work for full-time employees shall be thirty-five (35) hours per week consisting of five (5) shifts of no more than nine (9) hours exclusive of meal periods, Monday through Saturday.

(b) Part-time employees will not regularly work in excess of thirty (30) hours a week. Part-time employees may work in excess of thirty (30) hours a week when relieving for illness, bereavement leave, vacation, outreach, program delivery, or union leave or other reasons as agreed to by the Parties.

16.03 An employee reporting for work only for training purposes or staff meetings will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours pay.

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

(a) one (1) 15-minute coffee break which is paid for shifts of four (4) hours to less than five (5) hours; or,

(b) one (1) 30-minute meal break which is unpaid and a 15-minute coffee

break which is paid for shifts of five (5) hours or more.

16.05 Where additional hours become available, such hours shall be offered first to interested part-time employees in order of seniority and then to full-time employees in order of seniority on a voluntary basis. Failure to find volunteers will result in the shift being assigned to part-time employees in the order of reverse seniority, and then to full-time employees in the order of reverse seniority.

16.06 The hours of work and days of work for individual employees shall be posted on the appropriate bulletin boards (or an alternate format as agreed by the parties).

16.07 Library Closure

Employees who are sent home by the Employer or whose shift is cancelled in whole or in part by the Employer due to a branch closure caused by inclement weather will be paid for their scheduled shift at their regular rate of pay.

If a shift is cancelled in part, where the employer gives notice for employees to return to work, employees shall have up to two (2) hours to report to their assigned location. Notice shall only apply where a minimum of half the remaining scheduled shift is available to be worked. Staff shall not be required to work where less than half the originally scheduled shift remains and shall be paid their regular rate of pay.

Employees who are able to perform their regular duties from home, may be required to work remotely until such time that they are recalled to the branch at the discretion of the Chief Executive Officer or designate.

16.08 Permanent Full-Time Employees Flex-Time

(a) At the discretion of and with the written approval of the Chief Executive Officer or designate, "flex-time" may be scheduled if requested by a permanent, full-time employee subject to operational needs.

(b) The flex workday shall not commence before 8:00 a.m. nor finish later than 8:00 p.m. Monday to Friday and shall not commence before 8:00 a.m. nor finish later than 4:00 p.m. on Saturday. The total number of work hours in a workday shall not exceed nine (9) hours. The total hours of work shall not exceed seventy (70) hours in any two-week pay period.

(c) No additional benefits can be earned, in overtime, sick leave or any other benefits, merely by adopting a flex-time work schedule.

## **ARTICLE 17 – OVERTIME**

- 17.01 The parties recognize that the needs of the Employer may require the performance of overtime work from time to time. Overtime work shall be voluntary and distributed as equitably as possible among the employees who normally do the work. The Employer will attempt to advise employees of overtime as far in advance as is practical.
- 17.02 No employee shall work overtime without the written approval of the Chief Executive Officer or designate.
- 17.03 Overtime shall be paid at a rate of one and one-half (1.5) times the employee's regular rate.
- 17.04 All hours worked by full-time employees over and above thirty-five hours a week shall be compensated at the overtime rate.
- 17.05 Full-time employees shall have the option to bank their overtime, up to a maximum of 35 hours per year. Lieu time shall be taken at a time mutually agreeable between the Chief Executive Officer or designate and the employee. Lieu time must be used in the calendar year it is earned. Unused lieu time will automatically be paid out to the employee at the rate it is earned, at the end of the calendar year it is earned.
- 17.06 Overtime worked by part-time employees will be paid in accordance with the *Employment Standards Act, 2000*, as amended.

## **ARTICLE 18 – LEAVES OF ABSENCE**

### **18.01 Unpaid Leave of Absence**

- (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 nine (9) months. All requests for such leaves of absence must be made in writing as far in advance as practicable.
- (b) If the absence exceeds twenty (20) days, the employee shall not accumulate service for the purpose of vacation entitlement, seniority, merit increment 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.

### **18.02 Library Committees**

The Chief Executive Officer or designate may, at their discretion, grant permission for an employee to serve on a library committee for the performance of their duties and functions. Employees will notify and ask permission of the

Chief Executive Officer or designate prior to attending meetings of the library committee. Permission will not be unreasonably denied. The employee shall be paid at their regular rate for the time necessarily lost from work for the purpose of attending such meetings.

#### 18.03 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 during the pregnancy or parental leave, the Employer will match the contribution for the period involved. The employee can elect to not continue contributions to the OMERS pension plan during the pregnancy or parental leave.
- (d) The employee is to provide the Employer with at least four (4) weeks' notice of the date of a return to work.
- (e) On return from pregnancy or parental leave, the employee shall be placed in their former position. If the former position no longer exists, then the employee shall be placed in a comparable position.
- (f) On return from pregnancy or parental leave, the employee will be reinstated at the current rate of pay for the position they are placed in.

#### 18.04 Court Duties

The Employer shall grant leave of absence without loss of seniority, pay, or benefits to an employee who serves as a juror or is subpoenaed to appear as a witness in any court, other than on their own behalf. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury or court witness services, excluding payment for traveling, meals or other expenses. The employee shall present proof of service and the amount of pay received.

#### 18.05 Leave of Absence for Union Business

Two (2) 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.

#### 18.06 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) at the time of the death, where these days fall on the employee's normal working day. Employees will be entitled to:
  - (i) up to five (5) days for loss of parent (includes step-parent), spouse (includes common-law spouse) or child (includes the child of a common-law spouse, a stepchild, and foster child);
  - (ii) up to three (3) days for loss of parents-in-law, child-in-law, sibling or grandchild;
  - (iii) up to two (2) days for loss of grandparent of either the employee or spouse;
  - (iv) up to one (1) day for loss of brother/sister-in-law, uncle or aunt of either the employee or spouse for the purpose of attending a memorial on a workday.
- (b) Bereavement leave must be taken in consecutive business days. 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) In the event that bereavement leave is required while an employee is on paid vacation, such paid vacation is re-credited to the employee.

18.07 Any other requests for leave will be subject to the *Employment Standards Act, 2000*, as amended.

### **ARTICLE 19 – SICK LEAVE**

19.01 Employees who are unable to report to work for a scheduled shift must notify their immediate Supervisor as soon as possible and at least two (2) hours prior to the beginning of their shift. Employees who are unable to report to work must provide their immediate Supervisor with a reason for their inability to report to work for each day of their absenteeism.

#### 19.02 Medical Documentation

An employee absent from work in excess of five (5) consecutive working days related to illness is required to produce satisfactory medical documentation, and

may at the discretion of the Chief Executive Officer or designate, be required to produce satisfactory medical documentation to cover a shorter period of absence related to illness. The Employer will reimburse the employee for the reasonable cost of the requested medical documentation.

- 19.03 Full-Time Employees are entitled to forty-two (42) hours of sick leave. Unused sick leave is paid out at the end of the year.
- 19.04 A Part-Time Employee's entitlement to sick leave shall be in accordance with the provisions of the *Employment Standards Act, 2000*.
- 19.05 The Employer will provide short term disability leave for Full-Time Employees who qualify for non-occupational illness or injury. The short term disability leave shall be administered in accordance with the Employer's policy. It is understood and agreed that the administration of this plan is not arbitrable.
- 19.06 The Employer will pay 100% of the premium costs for a Long Term Disability insurance plan for Full-Time Employees. It is understood and agreed that the administration of this plan is not arbitrable.

## **ARTICLE 20 – SENIORITY**

- 20.01 Seniority shall mean the length of continuous service with the Employer. 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. Seniority shall operate on a bargaining unit wide basis.

- 20.02 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.

Termination of employment of an employee by the Employer during the probationary period shall not become subject to a grievance or arbitration procedure of the Agreement unless the termination was discriminatory.

After completion of the probationary period, seniority shall be effective from the original date of employment.

By mutual agreement of the parties that will not be unreasonably withheld, the probationary period may be extended.

- 20.03 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).

20.04 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 or if it is not reasonably possible to do so;
- (d) 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;
- (e) 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;
- (f) are not recalled for a period in excess of eighteen months; or
- (g) are absent from work due to illness or disability for more than two (2) years, subject to the requirements of the *Human Rights Code*.

20.05 In the event that a Contract Employee is eventually hired as a permanent employee into the position they are currently working, they shall be credited with seniority equal to their immediate unbroken preceding employment time and shall not be required to serve a probationary period if they have held the applicable contract position for more than six (6) calendar months of active employment without a break in service. In the event the Contract Employee has worked less than six (6) calendar months of active employment, they will remain on probation until the completion of six (6) calendar months of active employment.

#### **ARTICLE 21 – PENSION**

21.01 All employees who meet the eligibility criteria under the Ontario Municipal Employees Retirement System (OMERS) shall join OMERS. The Employer and the employee shall make contributions in accordance with the provisions of OMERS.

#### **ARTICLE 22 – BENEFITS (FULL-TIME EMPLOYEES)**

22.01 Full-time employees shall be entitled to benefits as provided in this Article. The amount of and eligibility for benefits referred to in this Article are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to the entitlement to benefits provided under the policy

or policies of insurance is between the employee and the insurer. The insurer is responsible for adjudicating and administering all claims. It is understood that the Employer's obligation under this Article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plans described in this Article.

- 22.02 The Employer shall pay one hundred percent (100%) of the premiums for a group Life Insurance Plan and Accidental Death and Dismemberment Plan.
- 22.03 The Employer agrees to maintain the premium coverage for a Dental Plan, a Vision Care Plan, and a Drug Plan for eligible employees in the active employ of the Employer under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements.
- 22.04 It is understood and agreed that the benefit and insurance plans described in this Article shall be administered by the Plan Carriers. It is further understood that the administration of any and all benefit and/or insurance plans by the Plan Carriers is not arbitrable.
- 22.05 It is understood that the Employer may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

**ARTICLE 23 – PAID HOLIDAYS**

23.01 The Employer recognizes the following as paid holidays:

- |   |                     |
|---|---------------------|
| 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                             | Boxing Day          |
| ½ day New Year's Eve                      |                     |
| National Day for Truth and Reconciliation |                     |

23.02 To be eligible for holiday pay, an employee must have worked their scheduled regular day of work preceding and following the holiday; or their absence on either of said days must have been prearranged (e.g. lieu day, vacation, etc.) or due to illness substantiated by a medical certificate. The calculation of holiday

pay shall be in accordance with the terms of the *Employment Standards Act, 2000*.

23.03 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.

**ARTICLE 24 – VACATIONS**

24.01 Part-time employees shall receive vacation pay on each employee’s bi-weekly pay deposit as follows:

- 4% of salary for 1-3 years of service
- 6% of salary for 4-8 years of service
- 8% of salary for 9-16 years of service
- 10% of salary for 17-24 years of service
- 10% of salary plus a percentage equivalent to one (1) additional day based on years of service calculated against a 35-hour work week for 25 or more years of service

24.02 Full-time employees will accrue paid vacation time as follows:

<b>Completed Continuous Service</b>	<b>Annual Entitlement</b>	<b>Vacation</b>
Less than 1 year	2 weeks/10 days prorated	
After 1 year	3 weeks/15 days	
After 8 years	4 weeks/20 days	
After 17 years	5 weeks/25 days	
After 25 years	6 weeks/30 days	

24.03 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.

24.04 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.

24.05 If an employee's vacation is interrupted due to illness or accident requiring hospitalization, the period of hospitalization may be considered sick leave upon submission of a satisfactory medical documentation and the vacation credits will be restored.

24.06 There shall be no carry over of vacation from one vacation year to the next without written authorization by the Chief Executive Officer or designate.

24.07 Employees on pregnancy or parental leave will accrue vacation time off to be taken at the end of their leave unless agreed otherwise; however, they do not accrue vacation pay.

24.08 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.

24.09 Paid vacation credits will not accrue while an employee is on long-term disability or WSIB benefits for more than two (2) months in one (1) year. Employees who are on short-term disability will continue to accrue vacation credits.

24.10 Vacation Scheduling

- (a) The scheduling of vacations shall remain at the discretion of the Employer, and is subject to operational needs.
- (b) All vacation requests must be submitted in writing to the Chief Executive Officer or designate.
- (c) Requests shall be submitted at least three (3) months in advance of the proposed vacation date.
- (d) Vacation requests will be considered on a first come, first serve basis. If requests are submitted at the same time, seniority shall govern subject to approval by the Employer.
- (e) If an employee wishes to cancel their approved vacation request as much notice as reasonably possible shall be given to the Employer.

**ARTICLE 25 – WORK OF THE BARGAINING UNIT**

25.01 Persons who are not covered by the terms of the Agreement shall not perform work normally done by the employees covered by the Agreement where it

directly results in the reduction in normal hours of work or lay off of a bargaining unit member.

## **ARTICLE 26 – TECHNOLOGICAL CHANGES**

26.01 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 27 – SAFETY AND WELLNESS**

27.01 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. The employee will have the option of having Union representation in all return to work/modified duties meetings.

27.02 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 28 – WAGES**

28.01 The wage rates for employees covered by this Agreement shall be as set out in Appendix "A" which is attached to and forms part of this Agreement.

28.02 The Employer shall pay wages to the employees of the bargaining unit on a bi-weekly basis.

## **ARTICLE 29 – JOB CLASSIFICATIONS**

29.01 The Employer shall maintain job descriptions for all jobs listed in Schedule "A" forming part of this Agreement.

29.02 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 Employer's 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 26 – NO STRIKES OR LOCKOUTS**

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

**ARTICLE 27 – DURATION OF AGREEMENT**

27.01 This Agreement shall be binding and remain in effect from May 29, 2024 to December 31, 2027 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 of this agreement, or to the anniversary of such expiration date.

**27.02 Changes to Agreement**

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

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

Dated this 15 day of August, 2025.

**FOR THE EMPLOYER**

Signed by:  
*Jodie Delgado*  
38F34E20424348C...

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**FOR THE UNION**

Signed by:  
*[Signature]*  
BAF3AEFAEF4044B...

Signed by:  
*Way*  
D4ED0889526A11F...

Signed by:  
*Scott Blackhall*  
364F59F2904946E...

**SCHEDULE "A"**

**Effective May 29, 2024**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Children and Youth Librarian	\$34.33	\$35.70	\$37.13	\$38.64	\$40.16
Marketing and Administrative Coordinator	\$30.31	\$31.53	\$32.79	\$34.10	\$35.47
Technical Services Coordinator	\$30.31	\$31.53	\$32.79	\$34.10	\$35.47
Library Technician 2	\$29.11	\$29.25	\$30.43	\$31.64	\$32.91
Library Technician 1	\$26.05	\$27.09	\$28.17	\$29.30	\$30.47

**Effective January 1, 2025 (3.50% GWI)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Children and Youth Librarian	\$35.53	\$36.95	\$38.43	\$39.99	\$41.57
Marketing and Administrative Coordinator	\$31.37	\$32.63	\$33.94	\$35.29	\$36.71
Technical Services Coordinator	\$31.37	\$32.63	\$33.94	\$35.29	\$36.71
Library Technician 2	\$30.13	\$30.27	\$31.50	\$32.75	\$34.06
Library Technician 1	\$26.96	\$28.04	\$29.16	\$30.33	\$31.54

**Effective January 1, 2026 (3.10% GWI)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Children and Youth Librarian	\$36.63	\$38.09	\$39.62	\$41.23	\$42.85
Marketing and Administrative Coordinator	\$32.34	\$33.65	\$34.99	\$36.39	\$37.85
Technical Services Coordinator	\$32.34	\$33.65	\$34.99	\$36.39	\$37.85
Library Technician 2	\$31.06	\$31.21	\$32.47	\$33.76	\$35.12
Library Technician 1	\$27.80	\$28.91	\$30.06	\$31.27	\$32.51

**Effective January 1, 2027 (3% GWI)**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Children and Youth Librarian	\$37.73	\$39.24	\$40.81	\$42.47	\$44.14
Marketing and Administrative Coordinator	\$33.31	\$34.65	\$36.04	\$37.48	\$38.98
Technical Services Coordinator	\$33.31	\$34.65	\$36.04	\$37.48	\$38.98
Library Technician 2	\$31.99	\$32.15	\$33.45	\$34.78	\$36.17
Library Technician 1	\$28.63	\$29.77	\$30.96	\$32.20	\$33.49

**LETTER OF UNDERSTANDING**

Without prejudice or precedent

**B E T W E E N:**

Springwater Township Public Library Board

(the "Employer")

- and -

Canadian Union of Public Employees, Local 2380-10

(the "Union")

**Re: 4-Day Work Week Trial**

**WHEREAS** the Employer and the Union (collectively referred to hereinafter as the "Parties") agree that the operational needs of the Employer must not be compromised as a result of the trial;

**NOW THEREFORE** the Parties agree to the following terms and conditions to continue a trial 4-day work week for full-time employees who elect to participate:

**Eligibility**

1. A full-time employee must have successfully completed six (6) months of active service with the Employer in order to participate in the trial.
2. The full-time employee will have the choice to participate, or continue working a five (5) day work week, once eligible.
3. If a full-time employee elects to participate, the Employer may deny the election in its discretion based on operational needs. However, approval will not be unreasonably denied.

**Schedule**

4. The total hours of a 4-day work week shall be thirty-five (35) hours per week or seventy (70) hours over a two week pay period.
5. The terms of the 4-day work week for each full-time employee will be negotiated between the applicable employee, the Employer and the Union. The terms of which must be approved by the Employer prior to commencement.

**Success Criteria**

- 6. The Parties agree that the trial schedule will be evaluated throughout the trial period and that the trial shall not:
  - (a) cause additional costs to the Employer either during the implementation period or during the life of trial itself;
  - (b) have a negative consequence to employee health and safety; nor
  - (c) negatively affect the level of service delivered to the public.

**Trial Duration**

- 7. It is agreed that this trial will be in effect for the term of the collective agreement.
- 8. It is agreed that the Parties will meet at any time during the 4-day work week trial period to discuss any issues that may arise with respect to this LOU. The Parties shall make reasonable efforts to resolve any such issues.

**Termination of the Trial**

- 9. The Employer or the Union may give notice to terminate the trial at any time during its duration. In such event, the Parties will meet within ten (10) working days of receipt of such notice to discuss the reasons for the termination of the trial.
- 10. In the event the trial is terminated by either Party, the Employer will endeavour to give staff at least thirty (30) days' notice that they will be returning to a five (5) day work week schedule.

**Other Conditions**

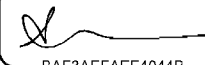
- 11. The Parties agree that this LOU is on a without prejudice or precedent basis.

**Dated this** 15th **day of** August, **2025.**

FOR THE EMPLOYER

FOR THE UNION

Signed by:  
  
 38F34E20421346C...

Signed by:  
  
 BAE3AEEAFF4044B

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Signed by:  
*Way*  
D4ED0889528A41F...

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Signed by:  
*Scott Blackhall*  
364E59E2904946E

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