

Collective Agreement

Between:

**The Kingston Frontenac Public Library Board
(hereinafter called "the Employer")**

Party of the First Part

And

Canadian Union of Public Employees

And its Local 2202.01

(hereinafter called "the Union")

Party of the Second Part

April 1, 2019 to March 31, 2022

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Article 1 – Purpose

1.01 Whereas it is the purpose of both parties to this Agreement:

- a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in operations;
- d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union:

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement;

Therefore, to implement the foregoing, the parties hereby mutually covenant and agree to the following:

Article 2 - Management's Rights

2.01 The Union acknowledges that it is the exclusive function of the Employer, subject to the terms of this Agreement, to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee of the Employer, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that any such employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with, as provided herein;
- c) generally to manage, organize, and direct the operation and undertakings of the Employer and, without restricting the generality of the foregoing, to:
 - i) select, install and require the operation of any equipment, plant and machinery which the Employer in its uncontrolled discretion considers desirable for the efficient or economical carrying out of the operations and undertakings of the Employer, and
 - ii) determine the nature of the work to be done and methods of performing said work.

The employer agrees that these management functions shall be executed in a manner consistent with the general purpose of this Agreement.

Article 3 - Recognition

3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees, save and except Managers, those above the rank of manager, administrative assistant, budget / human resources analyst, members of any security firm, and hereby consents to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 "Probationary Employee" shall mean a new employee who has been hired by the Employer for permanent employment in accordance with Article 14.02.

3.03 Employees

a) "Employee" shall mean a permanent employee who has satisfactorily completed the probationary period of employment, who is regularly scheduled to work twenty-four (24) hours or less per week and is considered part time. It is understood that those employees regularly scheduled to work greater than 24 hours per week as of the signing of this collective agreement will be included in this definition of employee and as such, are "grandfathered".

b) An employee may work extra and/or temporary hours in excess of the hours associated with her part-time position.

3.04 Temporary Employees

a) "Temporary employee" shall mean an employee who is hired for a specific period of time to cover the absence of a regular permanent employee or to fill a temporary position which supplements existing employees.

A temporary employee may work extra hours in excess of the hours associated with her temporary and/or part-time position.

b) A temporary employment period shall not exceed twelve (12) months unless agreed to by the Union and the Employer. Notwithstanding the foregoing, if a temporary employee replaces an employee on a leave of absence due to illness, such temporary employment shall continue to run until the employee on leave either returns to her position or is terminated pursuant to this Agreement.

- c) The employer may retain employees who are hired through Government and other grants or educational wage subsidy programs with the agreement of the Union. It is understood that these employees would be recognized as temporary employees. If such grants or programs specify the hourly rate to be paid, then the Union agrees that the wage schedule of this collective agreement shall not apply to such employees.
- d) The Employer agrees that temporary employees retained by the Employer shall be covered by all of the terms of the collective agreement with the exception of Article 13 (Discharge), Article 14 (Seniority), Article 16 (Lay-offs and Recall), Article 19 (Paid Holidays), Article 20 (Vacations), Article 21 (Leave of Absence), and Article 24 (Job Security).
- e) Vacation and holiday pay for temporary employees shall be calculated and paid as per the Employment Standards Act, 2000.
- f) Any employee hired as a temporary employee shall not cause the lay-off of an employee or the reduction of permanent hours of an employee.

3.05 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties. The parties agree that members of CUPE Local 2202, the managers and those above such rank may perform such jobs.

Article 4 - Human Rights

4.01 The Parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code, as may be amended from time to time, against any employee by the Union or the Employer. The Employer and the Union further agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives, or members because of any employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

Article 5 - Union Membership Requirement

5.01 All members of the Union shall remain members of the Union in accordance with the Constitution and/or By-Laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

Article 6 - Check-Off of Union Dues

- 6.01 The Employer agrees to deduct from every employee covered by the recognition clause any monthly dues, in accordance with the Union Constitution and/or By-Laws, such deductions to be made from every pay period of the month and forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following, accompanied by a list of the names, hours worked and classification of employees from whose wages the deductions have been made.
- 6.02 The Union agrees to indemnify the Employer and save it harmless against any and all claims which may arise in complying with the provisions of Article 6.01.
- 6.03 On January 1st of each year, the Employer shall provide the Union with a list of names, work email, personal email address where available and home address information for all employees covered by this agreement.

The list will also indicate the employee's work location, employment status and, if the employee is on a leave of absence, the type of leave under this agreement.

Article 7 - The Employer and the Union Shall Acquaint New Employees

- 7.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and give the new employee the name of her steward. The Employer shall provide the new employee with a copy of this Agreement and up to one-half (1/2) hour with a steward.

Article 8 - Correspondence

- 8.01 All correspondence including electronic correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Librarian and the President of the Union, the Chairperson of Local 2202.01 with copies to the Recording Secretary of the Union.

Article 9 - Union-Management Relations

- 9.01 Union-Management Committee
- a) A Union-Management Committee consisting of up to three (3) representatives of the Union and three (3) representatives of the Employer shall meet upon the request of either Party to discuss matters of mutual concern which may help to promote improvement in the functions of the Library and the welfare of its employees.

- b) Employees are encouraged to raise their concerns regarding workload with their non-union Supervisor, utilizing the Workload Form in Appendix C. In the event that workload concerns are not resolved to the employee's satisfaction, the employee or group of employees may submit their concerns to the Union-Management Committee through their Union representative.

It is understood that technological change and/or organizational change will be a topic appropriate for discussion at the Union-Management Committee. The nature, timing and impact of any substantive change will be discussed at a meeting of the Committee.

It is also understood that training and education related to organizational and/or technological changes will be a topic of discussion at the Union-Management Committee.

- c) The Chair at the first meeting shall be named by the Employer and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The Chair shall appoint a secretary who shall keep the minutes of the meeting.
- d) The Committee shall have the power to recommend, but no power to add, amend, delete or change any part of the Agreement. The Committee shall not be empowered to deal with any matter which could form a grievance under the terms of this Agreement.
- e) Job Evaluation Sub-Committee

The Employer agrees to recognize a Job Evaluation Committee as a sub-committee of the Union-Management Committee consisting of up to three (3) employees and three (3) representatives of the Employer for the purpose of evaluating positions covered by this Agreement, and maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements. Substantive changes in the duties of a position shall require its re-evaluation by the Job Evaluation Committee.

Notwithstanding Article 9.05, employees shall be paid their regular straight-time hourly rate of pay for all hours spent meeting with management. It is also understood that mileage reimbursement for the members of the Job Evaluation Committee will be as per Article 23.03.

9.02 Union Negotiating Committee

The Employer agrees to recognize a Union Negotiating Committee of three (3) employees. Every effort will be made to meet during the committee member's

regularly scheduled hours. Employees shall be paid their regular straight-time hourly rate of pay for all hours spent meeting with management.

9.03 Union Grievance Committee

The Employer agrees to recognize a Union Grievance Committee of not more than three (3) employees consisting of the President or her designate, the Chairperson and the Steward involved with the grievance. The Grievor may be in attendance throughout the grievance procedure.

9.04 Occupational Health and Safety Committee

The Union shall have the right to have one Page representative on the KFPL Health and Safety Committee.

9.05 Employees serving on any of the above committees shall suffer no loss of wages when meeting with Management during their regular working hours.

9.06 At all meetings with the Employer, the Committees may be accompanied by a National Representative of the Canadian Union of Public Employees and / or an Employer representative.

9.07 The Employer agrees that the right of Union Committee members to leave their work without loss of regular pay to perform their duties under this Agreement on the premises is granted provided that the member shall obtain permission of the Employer before leaving work. Such permission shall not be unreasonably withheld. The time shall be devoted to the prompt handling of necessary Union business.

9.08 No Union meeting shall be held at any time on the premises of the Employer without the permission of the Employer.

9.09 The Union agrees to notify the Employer of the names of the officers, committee members, and stewards who are elected or appointed to act on behalf of the Union. Such notice shall be within fifteen (15) days of their election or appointment.

9.10 It is agreed that the Parties to this Agreement may have the assistance at any time of any representative, counsel or other authorized agent as they may require when dealing with each other. The cost of such representation shall be borne by the retaining Party.

Article 10 - No Strikes - No Lock-Outs

10.01 There shall be no strikes or lock-outs as long as this Agreement continues to operate.

10.02 No member of Local 2202.01 shall be disciplined for not crossing the picket line in the event Local 2202 goes on strike. Nor shall any member of 2202.01 be required to do the work of a member of 2202 in the event Local 2202 goes on strike.

Article 11 - Grievance Procedure

11.01 Within the terms of the Agreement, a Grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable. The time limits fixed in the grievance procedure may be extended by mutual consent of the Parties.

11.02 It is the mutual desire of the Parties that an earnest effort shall be made to settle all complaints and grievances fairly and promptly. In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents in preparing and presenting her grievance in accordance with the grievance procedure. The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward before the Employer shall be required to recognize her. The list of stewards shall be posted in each work place by the Union and on internal electronic bulletin boards.

11.03 If an employee has a grievance or complaint, she may discuss the matter with her immediate non-union supervisor in the presence of a Union Representative within seven (7) working days after the circumstances giving rise to the complaint have occurred. Failing settlement with the non-union supervisor within two (2) working days thereafter, the complaint may be taken up as a grievance in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, the employee, who may be assisted by a steward, may submit the grievance in writing to the immediate non-union supervisor within ten (10) working days following the circumstances giving rise to the grievance or within three (3) working days following the response of the non-union supervisor. The non-union supervisor shall submit her answer in writing within five (5) working days of the filing of the grievance at Step 1.

Step 2

Failing settlement of the grievance at Step 1 the grievor and the steward shall present the grievance in writing to the Director, Branch Experience within ten

(10) working days. A date shall be agreed upon by the parties for presentation and discussion of the grievance. Such meeting shall take place within ten (10) working days of the filing of the grievance at Step 2. The decision of the Director, Branch Experience shall be delivered in writing within five (5) working days after a meeting has been held. Failing settlement at Step 2, then Step 3 may be invoked.

Step 3

Failing a settlement being reached in Step 2 the Union or the Employer may refer the dispute to Arbitration within twenty (20) working days.

- 11.04 For purposes of Article 11, 13, 14 and 16 only, "working days" shall mean Monday to Friday, excluding Saturday, Sunday and Paid Holidays even though an employee may work these days. It is further understood that under these clauses, "working days" does not refer to the employee's scheduled working days and may include days when a library branch is not open.
- 11.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be bypassed. A grievance under this section must be filed not later than ten (10) working days after the circumstances giving rise to the dispute.
- 11.06 Grievances and replies to grievances stating reasons shall be in writing in all stages.
- 11.07 The Union recognizes that each steward is employed by the Employer and that she shall not leave her work during working hours except to perform her duties under this Article. Therefore, no steward shall leave her work without obtaining the permission of the Employer. The request to leave the workplace shall be made as far in advance as possible. Such permission shall not be unreasonably withheld.

Article 12 - Arbitration

- 12.01 Either of the parties may notify the other party by registered mail or equivalent of its desire to submit the grievance to arbitration. Arbitration shall be by a single arbitrator unless either of the parties wishes arbitration by an arbitration board.
- 12.02 If either of the parties wishes arbitration by a three-person arbitration board then that party shall notify the other party in writing indicating the name of its appointee to an arbitration board. Within five (5) days thereafter, the other Party shall answer by registered mail or equivalent indicating the name and

address of its appointee to the arbitration board. The two appointees shall, within five (5) days of the appointment of the second of the appointees, appoint an impartial third person who shall be the chair. If the two appointees fail to agree upon a chair, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 12.03 The decision of the arbitrator or board of arbitration shall be final, binding and enforceable on all parties. The arbitrator or board of arbitration shall not have the power to change this Agreement, to alter, modify, add to, amend or delete any of its provisions. However, the arbitrator or the board shall have the power to dispose of a grievance by any arrangement that it deems just and equitable. In the case of a board of arbitration the decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the Chair shall be the decision of the board.
- 12.04 Each of the parties shall pay one-half of the remuneration and expenses of the single arbitrator or in the case of an arbitration board each party shall pay the remuneration and expenses of its own appointee and one-half of the remuneration and expenses of the Chair.
- 12.05 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties.
- 12.06 At any stage of the arbitration procedure, the parties shall have the assistance of any employee(s), subject to the concurrence of the Board of Arbitration, as necessary witnesses. The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in arbitration unless the Union member giving the statement is called as a witness.
- 12.07 Nothing in this Agreement shall prevent the Union or the Employer from exercising its rights to use Section 49 of The Labour Relations Act, 1995.

Article 13 - Discharge, Suspension and Discipline

- 13.01 Where the Employer or its authorized agent deems it necessary to reprimand an employee, such shall be done in private.
- 13.02 Where the Employer or its authorized agent deems it necessary to take formal disciplinary action against an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved with a copy to the Secretary of the Union. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of

her record. The record of an employee shall not be used against her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided there has been no recurrence of a similar and/or other infraction.

13.03 An employee may be discharged or suspended, but only for just cause, and only upon the authority of the Chief Librarian. When an employee is discharged or suspended, she shall be given the reason in the presence of her steward or other member of the Union Executive. Such employee and the Union shall be advised promptly in writing by the Chief Librarian of the reason for such discharge or suspension.

13.04 A claim by an employee, who has completed her probationary period, that her discharge or suspension was without just cause shall be treated as a grievance only if her written statement is lodged with the Employer within five (5) working days of her discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure.

Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or, if necessary, a Board of Arbitration.

13.05 An employee shall have access to review her personnel file in the presence of the Director, Human Resources or her designate upon twenty-four (24) hours' notice.

Article 14 – Seniority

14.01 Seniority, as referred to in this Agreement, will be based on hours worked including Saturdays and Sundays.

Seniority for employees shall be determined on the basis of one thousand six hundred and forty five (1645) hours. An employee who works more than one thousand six hundred and forty five (1645) hours in one (1) year shall not accumulate more than one (1) year's seniority in one (1) year.

14.02 All employees shall be considered on probation for a period the lesser of six hundred (600) working hours or six (6) calendar months from the date of hiring, during which the employee shall be entitled to all rights and benefits of this Agreement with the exception of dismissal which shall be at the sole discretion of the Employer. The Employer may extend the probationary period of employees for a period the lesser of three (3) months or three hundred (300) working hours by written notice from the non-union supervisor to the employee

and the Union. On completion of the probationary period, seniority shall be effective from the original date of employment.

14.03 The Employer shall maintain a seniority list showing the date on which each employee's employment commenced, their present classification, and seniority accumulated to date. An up-to-date seniority list shall be sent to the Union and posted on all appropriate bulletin boards in July of each year.

14.04 An employee's seniority shall be lost and the employee deemed terminated in the event of:

- a) dismissal for just cause which is not reversed through grievance or arbitration;
- b) resignation in writing;
- c) absence from work in excess of three (3) consecutive working days without justifiable cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) failure to report for work within seven (7) working days after receipt of notice by registered mail or equivalent following a lay-off, unless through sickness or other just cause where she has so notified her Employer;
- e) failure to return to work upon termination of authorized leave of absence unless a reason acceptable to the Employer is given;
- f) lay-off for a period longer than twelve (12) months;
- g) absence from work for a period of two (2) years after the start of an unpaid general leave due to illness; or
- h) absence from work for a period of two (2) years due to injury covered by the Workplace Safety and Insurance Board (WSIB).

Deemed termination under g) and h) will be decided on a case by case basis to ensure no discrimination has been applied, including an assessment of whether there is a reasonable expectation of a return to work.

14.05 No employee shall be transferred to a position outside of the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during her trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority.

Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

Article 15 – Promotions, Appointments and Staff Changes

- 15.01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and electronically, and post notice of the position electronically and on the appropriate bulletin boards for a minimum of seven (7) calendar days.
- 15.02 A posting shall contain the following information: Position title, qualifications required, shift (number of hours), location and category (e.g. Branch Operations), duration (permanent or temporary), and wage rate.
- 15.03 No outside application shall be considered nor shall any outside advertisement for the same position occur until members of the Union have had a full opportunity to apply. Applicants outside the bargaining unit shall not be eligible for consideration until assessment of internal applicants has been completed, and those applicants have been advised of the Employer's decision.
- 15.04 Members of Bargaining Unit 2202 shall be considered before “outside” applicants and shall be notified of available positions electronically and on the appropriate bulletin boards as in 15.01.
- 15.05 The Employer recognizes the principle of providing employment opportunities within the service of the Employer including an employee’s right to request a lateral transfer within the organization. Therefore, in making any staff changes, including lateral transfers, the Employer will take into account the duties, functions, and responsibility requirements of the position. In making staff changes, promotions and transfers shall be based on the following factors:
- a) ability, qualifications and performance
 - b) seniority.

Where the ability, qualifications, and performance in factor (a) are relatively equal, seniority shall govern. Selection shall be made in a fair, impartial and consistent manner for all applicants and shall include a written evaluation for decision-making purposes.

- 15.06 Within seven (7) calendar days of the date of appointment to a vacant position, the unsuccessful candidate shall be notified by e-mail and the name of the appointee posted system-wide. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

- 15.07 An employee who is the successful candidate through the job posting procedure shall be given a (3) month trial period in the new position. During this three (3) month trial period the employee's manager shall meet with the employee to discuss the employee's progress in the position. Conditional on satisfactory service and suitable ability, the employee shall be declared permanent after the period of three (3) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of her new job classification she shall be returned to her former position, wage or salary rate without loss of seniority.
- 15.08 a) Should a temporary position occur (e.g. summer position, Sunday position), the employer shall allow employees to apply for the temporary position in accordance with 15. Should the ensuing vacancy require filling, it shall be filled at the discretion of the employer.
- b) Employees filling a temporary position must remain in the position for the term of the position as posted.
- c) It is understood that should a permanent part-time employee take a temporary position, they shall return to their original position and hours at the end of the temporary term.
- d) It is understood that an employee filling a temporary position may at any time apply for a permanent part-time position within the organization.

Article 16 - Lay-Offs and Recalls

- 16.01 In the event of a lay-off, employees shall be laid off in reverse order of their seniority, provided those employees retained have the ability and qualifications to perform the work available. Employees shall be recalled in order of their seniority provided they have the ability and qualifications to perform the work available. No new employees shall be hired until those laid off have been given the opportunity of recall.
- 16.02 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off, four (4) weeks prior to the effective date of lay-off or shall be paid a minimum of 4 week's pay in lieu of notice at the option of the Employer. For clarity, the Employer shall pay the employee an amount equal to the average amount of regular wages earned by the employee per week for the weeks in which the employee worked in the period of twelve (12) weeks immediately preceding the day on which notice was given.
- 16.03 Grievances concerning lay-offs and recalls may be initiated according to the Grievance Procedure set out in Article 11.

- 16.04 When an employee is to be recalled by the Employer, notice shall be sent a minimum of fourteen (14) working days prior to the scheduled day of return by registered mail to the last place of residence known to the Employer. The employee is responsible for providing a current address to the Employer.
- 16.05 An employee's recall rights on lay-off shall not be lost if when recalled during a period of eighteen (18) months or less, the employee asks for a reasonable delay, not exceeding fourteen working (14) days, to give proper notice to a temporary employer.

Article 17 - Hours of Work

17.01 The Employer and the Union recognize that the nature and character of the service being rendered to the public prevents the usual standardization of hours of work. Therefore, the normal work week shall be as follows:

- a) For all employees hours of work shall be up to twenty-four (24) hours of work per week or up to seven (7) hours of work per day over an elapsed time of eight (8) hours, inclusive of a one (1) hour unpaid meal break, between the hours of 8:30 a.m. and 9:00 p.m., Monday to Sunday.

Pages will not work in a branch during hours open to the public, without the presence of management and/or an employee other than maintenance. It is understood that this does not include areas of a branch where the Page is working that are not open to the public.

- b) No employee shall be required to begin a new day's shift until a minimum of twelve (12) hours have elapsed since the end of her shift on the previous day.
- c) Nothing in this Agreement prevents employees from working more than twenty-four (24) hours per week. Such work shall not be considered overtime unless otherwise noted.
- d) All employees may volunteer for Sunday work opportunities. When fewer employees volunteer to work a Sunday than are needed, Urban branch employees shall be scheduled to work starting with the employee with the least seniority. When more employees than are needed volunteer for Sunday work, volunteers shall be scheduled by seniority using the July 1 seniority list.

17.02 Employees working a shift of less than five (5) hours shall be allowed one (1) paid rest period of fifteen (15) minutes. Employees working a shift of five (5) hours or more shall be allowed a paid rest period of fifteen (15) minutes in both the first and second half of a shift. Paid rest periods may not be banked, nor can

they be saved and added to a meal break, nor used at the end of a shift in order to leave early.

- 17.03 Schedules shall be established for each three (3) week period and posted two (2) weeks in advance.

The employer will provide one (1) months' notice of permanent changes to the regular days and hours worked for employees. Exceptions may be made due to the accommodation of employees or in cases of emergency.

- 17.04 a) Mandatory Meetings

If an employee is required to attend a conference, workshop, seminar, or meeting on behalf of the Employer as a result of her job function, she shall be paid for her regularly scheduled work hours plus expenses and reasonable travel time at the employee's regular straight-time hourly rate of pay. If the employee's regular scheduled day off falls within the period of the conference, workshop, seminar or meeting, time off in lieu shall be given at a time mutually agreeable to the employee and the Employer.

- a) Optional Meetings

If an employee asks to attend a conference, workshop, seminar, or meeting and it is approved by the Employer, she shall be paid for her regularly scheduled work hours plus expenses. If the employee's regular scheduled day off falls within the period of the conference, workshop, seminar or meeting, time off in lieu shall not be given.

- 17.05 Emergency Conditions

- a) In the event emergency conditions are such that the Chief Librarian determines that it is necessary to close certain locations, the Employer will continue the employees' wages based on their scheduled hours for the duration of the closure.
- b) In the event of inclement weather, the Employer may grant an employee's request to leave for home early, report to work late, or remain at home and not report to work. The employee, in consultation with the Employer, shall make up the lost time in one of the following manners:
- i) a charge to vacation
 - ii) an undertaking by the employee to work extra hours at regular rate to make up the lost time
 - iii) loss of wages.

- c) Employees are expected to report for their scheduled hours or to call in when unable to report to work. If inclement weather prevents an employee from reporting to her scheduled branch, management may request that she work at another accessible location.

Article 18 – Overtime

- 18.01 All time worked in excess of seven and one-quarter ($7 \frac{1}{4}$) hours in a day shall be considered overtime and paid for at the rate of time and one-half ($1\frac{1}{2}X$). It is understood that voluntarily working extra hours in a day does not attract overtime pay.
- 18.02 All time worked in excess of thirty-five hours a week shall be considered overtime and paid for at the rate of time and one-half ($1\frac{1}{2}X$).
- 18.03 All time worked less than one-quarter ($\frac{1}{4}$) of an hour shall not be counted as overtime. All authorized time worked more than one-quarter ($\frac{1}{4}$) of an hour but less than one-half ($\frac{1}{2}$) of an hour shall be counted as one-half ($\frac{1}{2}$) of an hour overtime.
- 18.04 An employee shall not be required by the Employer to take time off regular hours of work to equalize any overtime worked.
- 18.05 It is understood and agreed by the Employer that no employee shall be required to work overtime. All overtime worked by an employee shall be on a voluntary basis.
- 18.06 Time spent at a conference, workshop, seminar, or meeting, shall not apply under this section, nor shall travel time to attend the above.

Article 19 - Paid Holidays

19.01 The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- December 24
- Christmas Day
- Boxing Day
- December 31

19.02 When any of the holidays in clause 19.01 falls on a Sunday, the following Monday shall be deemed to be a holiday for the purpose of this Agreement. When Christmas Day falls on a Sunday, the following Tuesday shall be deemed to be Boxing Day.

The library shall be closed on a Sunday which falls on the day preceding a paid holiday and on the Sunday which falls between Christmas and New Year's.

19.03 Every effort will be made to post a list of the days that the Library will be closed the following year by October 15.

19.04 Holiday Pay

The amount of holiday pay to which an employee is entitled is all of the regular wages earned by the employee in the four work weeks before the work week with the holiday plus all of the vacation pay payable to the employee with respect to the four work weeks before the work week with the holiday, divided by twenty.

Article 20 – Vacations

20.01 a) Vacation Pay

Employees shall be paid vacation pay with each bi-weekly pay in accordance with the following schedule:

In the calendar year of:

The first (1st) to fourth (4th) anniversary of employment: 5 % of wages.

The fifth (5th) anniversary of employment and each year thereafter: 7 % of wages.

Effective January 1, 2020:

In the calendar year of:

The first (1st) to fourth (4th) anniversary of employment: 6 % of wages.

The fifth (5th) anniversary of employment and each year thereafter: 8 % of wages.

b) Vacation Time Off

Employees shall receive periods of unpaid vacation in accordance with the schedule below, pro-rated on the basis of their regularly scheduled work week (e.g. for an employee who regularly works fifteen (15) hours a week, one week unpaid vacation entitlement (five (5) days) shall equal fifteen (15) hours recognizing that no payment shall be made other than the percentages referred to above). The period of unpaid vacation may be taken unbroken and should be taken in the year in which it is earned. However, up to ten (10) unpaid vacation days may be saved and taken in the next year with the approval of the Employer, provided sufficient advance notice is given.

In the calendar year of:

The first (1st) to fourth (4th) anniversary of employment: 10 days

The fifth (5th) anniversary of employment and each year thereafter: 15 days

- 20.02 The scheduling of vacation shall be based on the operational needs of the Employer and therefore the Employer reserves the right to determine the number of employees who are on vacation at any time, including limits on the duration of time off.

If there is a conflict between employees as to their vacation time, then seniority shall govern.

As vacations are scheduled, this will be documented electronically as close to real time as possible.

- 20.03 Where an employee qualifies for bereavement or any other approved leave during her period of vacation, there shall be no deduction from vacation credits (i.e. unpaid vacation time off) for such absence. The period of vacation so

displaced shall be reinstated for use at a later date, mutually agreed upon by the employee and Employer.

Article 21 - Leaves of Absence

21.01 Unless otherwise specified, accumulated seniority shall not be lost during leaves of absence.

21.02 An Employee shall receive, with the approval of the Director, Human Resources or designate, time off from regularly scheduled hours of work, pay based on the employee's regularly scheduled hours of work and accrual of seniority in the following situations:

a) Bereavement Leave

Leave of absence shall be granted to employees upon request in the case of death in accordance with the following entitlement:

Three (3) regular working days where those 3 days fall within a consecutive five (5) day calendar period in the case of the death of a spouse/partner, parent/stepparent, child/stepchild, grandchild, brother, sister, or other relative living in the same household.

One (1) regular working day in the case of the death of a grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

All or some of these days may be postponed for memorial services or interment. Any postponement will be discussed with the Employer and the scheduling of the day(s) will require advance notice by the employee. The postponed day(s) must fall on a day(s) where the employee was otherwise scheduled to work. Postponed days must be taken within a year.

b) Personal Leave

Effective July 1, 2017, all non-probationary employees are entitled to one personal day in a calendar year (Effective January 1, 2020, two personal days in a calendar year). The scheduling of the days will be subject to Employer approval. It is understood that the day is not eligible for carryover.

c) Union Leave

Leave of absence shall be granted upon written request by the Union at least two (2) weeks in advance of the start of such leave, for members of the Union to attend Union conventions, seminars and schools. Such leave shall not exceed a total of fifteen (15) days in any one calendar year with no more than

two (2) employees on leave at one time.

The employer will be reasonable in granting exceptions to the limits (e.g. review availability of staff to cover additional absences). The Union shall reimburse the Employer for the full amount of the pay received for such leave of absence.

d) Citizenship

An employee shall be granted an unpaid leave of absence, as required, to process her Canadian citizenship application. The employee will be entitled to one paid day to attend her Citizenship ceremony. It is understood that the paid day may not fall on a regularly scheduled work day.

e) Court

The Employer shall grant leave of absence to an employee called to serve as a juror or summoned as a witness in any court, providing the employee presents proof of service and reports for scheduled work on any day or half day she is not required as a juror or required to remain at court. The employee shall remit to the Employer such monies as are received in the course of this duty for those days on which the employee was scheduled to work, excluding payment for travel, meals or other expenses.

21.03 An employee shall receive, with the approval of the Director, Human Resources, time off work without pay, without a guarantee of regular hours of work upon their return from leave, and without accrual of seniority in the following situations:

a) Election to Union Office

An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence of up to two (2) years.

b) Public Affairs

The Employer recognizes the rights of the employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence for a period not to exceed three (3) months for employees who are candidates in a federal, provincial or municipal election.

c) Election to Public Office

Any employee who is elected to public office shall be granted a leave of absence of up to three (3) years subject to renewal upon request during the term of office.

d) Educational Leave

The Employer may grant a leave of absence of up to two (2) years to an employee with five (5) years of service, attending an accredited School of Library Science or other course of training or education which, in the opinion of the Employer, shall provide a skill or knowledge of value to the Library System.

e) General Leave

Subject to the operational needs of the Employer's business the Employer may grant a leave of absence of up to one year, for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave, along with the reasons, shall be made in writing to the Employer and be approved by the Director, Human Resources.

An unpaid leave due to illness may be approved under this clause. Upon return to work from an absence due to illness, the employee shall return to her previous number of hours without loss of seniority, wage or vacation entitlement.

21.04 An employee shall receive, with the approval of the Director, Human Resources, time off work without pay in the following situations:

Pregnancy and Parental Leave

a) The Employer shall grant leave of absence for pregnancy, adoption or parenting in accordance with the Employment Standards Act, R.S.O., 2000, Chapter 41:

i) Pregnancy Leave

Upon written request, an employee shall be granted a leave of absence to a maximum of seventeen (17) weeks for pregnancy leave.

ii) Parental Leave

Upon written request, an employee shall be granted a leave of absence to a maximum of sixty-one (61) weeks following Pregnancy Leave or sixty-three (63) weeks if Pregnancy Leave was not taken.

b) The Employer agrees to pay a Supplementary Employment Benefit equivalent to the difference between eighty-five percent (85%) of the employee's regular weekly earnings and the sum of weekly fifty-five percent (55%) Employment Insurance Benefits and any other earnings for fifteen (15) weeks of pregnancy leave and thirty-five (35) weeks of parental leave. The employee's regular weekly earnings shall be determined by multiplying

her hourly rate on her last day worked prior to the commencement of the leave, by her normal weekly hours. Upon return to work the employee shall return to her previous position without loss of seniority, wage or vacation credits.

- c) When the employee returns to work upon the expiration of the above leave, she shall be placed in her former position. If the employee fails to return to work, the Employer may recover in full all benefits paid by the Employer during the authorized leave on the following pro-rata basis:
 - i) When the employee returns to work for one (1) month, the Employer may recover five (5) months of premium payment together with the same period of Supplementary Employment Benefit. When the employee returns to work for two (2) months, the Employer may recover four (4) months of premium payment together with the same period of Supplementary Employment Benefit.
 - ii) This pro-rata recovery plan may be repeated for up to five (5) months of employment following pregnancy and parental leave.

Article 22 – Pension and Workplace Safety and Insurance

22.01 Pension Plans

If an employee is eligible for and chooses to participate in the Ontario Municipal Employees Retirement System (OMERS), the Employer and the employee shall make contributions in accordance with the required provisions of the plan up to the limits allowed.

22.02 Workplace Safety and Insurance Board (WSIB)

All employees shall be covered by the WSIB and by the Regulations of the Workplace Safety and Insurance Act. An employee, prevented from performing her regular work with the Employer on account of an occupational accident which is covered by the WSIB, shall continue to receive her net pay at the time of the injury from the Employer during the duration of the claim or to a maximum of one (1) year. She shall turn over to the Employer all monies received from the WSIB.

- a) Employees taking ill or suffering an accident during working hours shall notify the Employer, or a person designated by the Employer, before the employee leaves her duties.
- b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee shall notify the Employer, or a person

designated by the Employer, as soon as possible prior to the day shift. When working on an evening or night shift, the employee shall give at least two (2) hours' notice prior to the beginning of the shift except where circumstances are beyond her control.

Article 23 - Payment of Wages and Allowances

- 23.01 The Employer shall pay wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of her wages, overtime, and other supplementary pay and deductions.
- 23.02 On each anniversary date of their employment, employees shall be eligible to advance to their next increment on the wage scale and the wage adjustment for their progression shall occur on the first full pay period following the anniversary date.
- 23.03 The Employer agrees to reimburse each employee at the per kilometre rate established by the Board for each kilometre driven in an employee-supplied vehicle on authorized Employer business. This provision does not apply to travel between the employee's residence and their work location or travel to work locations providing work opportunities for additional hours. These reimbursements shall be requested through the Travel Expense Report.
- 23.04 Long Service Recognition
- Effective as of January 1, 2020. In the year in which an employee reaches twenty (20), twenty-five (25) years and then thirty (30) years of service the Employer grants one paid day leave of absence. The paid day will be taken in the year in which the employee's anniversary date falls.

Article 24 - Job Security

- 24.01 No permanent employee shall have her employment terminated by the Employer for reasons involving the contracting out of any process or procedure to companies or individuals offering this type of service.

Article 25 - Technological and other Changes

- 25.01 In the event the Employer should introduce new methods or machines which require new or greater skills than are possessed by present employees, such employees shall, at the expense of the Employer, be given a period of time not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new method of operations. There shall be no change in

salary rates or wages during the training period of such employee and no reduction of pay upon being re-classified in the new position. This clause applies only to positions within the bargaining unit.

Article 26 - Termination of Employment

26.01 Employees finding it necessary to resign shall make every reasonable effort to give at least one (1) month's notice in writing to the Director, Human Resources.

26.02 In case of termination by the Employer, the Employer shall give eight (8) weeks' notice or two (2) weeks' severance pay for the first year and one (1) weeks' severance pay for each successive completed year of continuous employment at the regular rate for the position last occupied if the Employer:

- a) ceases wholly or partly the operations;
- b) merges with another employer;
- c) changes operating methods;

and the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.

Article 27 - Retirement

27.01 Employees shall make every reasonable effort to provide two (2) months' notice of retirement.

Article 28 – General

28.01 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so allows.

28.02 Where reference is made to the Chief Librarian, it shall mean the Chief Librarian or her designate.

28.03 It is the responsibility of the employee to keep the Employer informed of her current address, phone number, personal email address where available and any other means necessary to communicate with the employee for all purposes contemplated under this Agreement.

28.04 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 Collective Agreement.

28.05 When any position not covered by Appendix "A" is established during the term

of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

- 28.06 The Employer agrees to allow the Union to post on existing bulletin boards, notice of Union meetings and such other Union notices that may be of interest to the employees, keeping within the general spirit and intent of the collective agreement.
- 28.07 No employee shall be disciplined for refusal to work on a job which is unsafe pursuant to the Occupational Health and Safety Act, R.S.O. 1990, Chapter 0.1 and amendments thereto.
- 28.08 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall, within thirty (30) days of signing, have printed thirty-five (35) copies of the Agreement. The cost of printing shall be shared equally between the parties.
- 28.09 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer or the Employer's representatives without proper authorization from the Union.
- 28.10 The Employer shall provide access to an Employee Assistance Program.
- 28.11 Accommodation
An employee covered by this Collective Agreement who is no longer capable of performing her full required duties by reason of disability but whose disability is not deemed of sufficient severity to qualify for a disability pension under the provisions of the Canada Pension fund or the Ontario Municipal Employees Retirement System may be placed into a suitable position in the library system, if such is available, without regard to the provisions of the Collective Agreement with respect to advertising vacancies and promotions. The Union will be consulted in advance of placements made under this provision of the Collective Agreement. Such Accommodation shall be reviewed by the Union Management Committee at six (6) month intervals.

Article 29 - Term of Agreement

- 29.01 This Agreement shall be binding and remain in effect from date of signing to March 31, 2022. Thereafter, the contract shall renew itself automatically from year to year, unless written notification of intention to modify or terminate this Agreement be given by one of the contracting parties to the other not more than one hundred and twenty (120) days and not less than sixty (60) days before an

automatic renewal. Within thirty (30) days after a notice has been received, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modifications.

- 29.02 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed, with the exception of Article 10.01 and in accordance with the Labour Relations Act.

Appendix A – Wages

Hourly Wage Rates

| | Position | Hourly Rate |
|--------------------------------|-----------------|--------------------|
| Effective April 1, 2019 | Page | \$14.22 |
| Effective April 1, 2020 | Page | \$14.42 |
| Effective April 1, 2021 | Page | \$14.63 |

Appendix B – Letter of Understanding

Educational Placements

In the interests of sustaining community partnerships, the Union and the Employer agree to support students in educational placements within the library organization.

It is understood and mutually agreed as per Articles 3.05, that although students might undertake bargaining unit work, it is undertaken in a temporary capacity and in the spirit of educational development and in no way will the placement of such a student undermine the interests or rights of any member of the bargaining unit as protected in the current Collective Agreement.

It is understood that an educational placement is considered to be above the normal staffing complement and as such they shall not be scheduled or working without direct supervision. Staff members will be informed of educational placements through Staffnet. The Union executive will be informed of upcoming placements.

We agree to the following educational guidelines:

1. **High school placements:** often for course credit or work placement experience. As above with increased bargaining unit responsibilities if appropriate while under supervision. Project work may be assigned.

Duration: One to three days OR one to two times a week, several hours per day, for one term.

Key contact: Branch Supervisor

Unpaid

Signed at Kingston, Ontario, this day of November 29, 2019.

For the Kingston Frontenac Public Library Board



Lester Webb, Acting Chief Librarian / Chief Executive Officer

November 29, 2019

Date

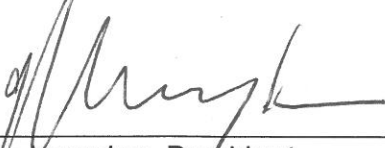


Shelagh Quigley, Director, Human Resources


November 29, 2019

Date


For the Canadian Union of Public Employees and its Local 2202.01


November 29, 2019

Graeme Langdon, President Date

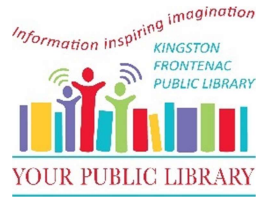

November 29, 2019

Steve Naish, Recording Secretary Date


November 29, 2019

Jennifer Goodfellow, Steward, Local 2202.01 Date

Appendix C – Workload Form



Employees are encouraged to raise their concerns regarding chronic workload with their immediate supervisor (e.g. Maintenance Supervisor, Branch Supervisor). In the event that workload concerns are not resolved to the employee's satisfaction, the employee or group of employees may submit their concerns to their non-union supervisor using this Form. In the event that the workload concerns are still not resolved, this completed form will be submitted to the Union-Management committee.

Employee(s) Name: _____

Dates Workload Concerns Raised with Immediate Supervisor:

Detailed Description of Workload Concerns:

Date Submitted to Non-Union Supervisor: _____

Employee Signature: _____

Non-Union Supervisor Comments:

Recommended Action Including Timelines:

Follow Up:

Non-Union Supervisor Signature: _____

Date: _____

Copy to employee, immediate supervisor, union representative and non-union supervisor. Should the workload complaint be unresolved, copy to the Union-Management Committee.

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| Workload Form | 31 | Appendix C |
| Workplace Safety & Insurance Board (WSIB) | 22 | 22.02 |