

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

(hereinafter called “the Union”)

Party of the Second Part

April 1, 2022 to March 31, 2025

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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, library pages, 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 Full-time employee shall mean an employee who is hired to work more than twenty-four (24) hours [maintenance employees twenty-six (26)] and up to thirty-five (35) [maintenance employees forty (40)] hours a week.
- 3.03 “Probationary Employee” shall mean a new employee who has been hired by the Employer for permanent employment in accordance with Article 14.02.
- 3.04 “Employee” shall mean a permanent employee who has satisfactorily completed the probationary period of employment. A newly hired employee will remain in their position during their probationary period. Consideration will be given to newly hired employees where there are no internal successful applicants for a job posting.
- 3.05 Part-Time Employees
- a) “Part-time Employee” shall mean an employee who is hired to work twenty-four (24) hours [maintenance employees twenty-six (26) hours] or less per week.
- b) Part-time employees shall be covered by all of the terms of this Agreement with the exception of Article 19 (Paid Holidays), Article 21 (Sick Leave), and Article 23 (Benefits and L.T.D.). In lieu of these benefits, part-time employees shall receive fourteen percent (14%) above the rate contained in Appendix “A” of this Agreement. If a part-time employee is eligible for and chooses to participate in OMERS, the percent-in-lieu referred to above shall be reduced by four percent (4%).
- c) Full-time equivalent seniority for part-time employees shall be determined on the basis of one thousand six hundred and forty five (1645) hours [maintenance employees one thousand eight hundred and eighty (1880) hours]. A part-time employee who works more than one thousand six hundred and forty five (1645) hours [maintenance employees one thousand eight hundred and eighty (1880) hours] in one (1) year shall not accumulate

more than one (1) year's seniority in one (1) year.

- d) Regularly scheduled part-time employees who work twenty-four (24) hours [maintenance employees twenty-six (26) hours] per week or less shall be paid their normal number of hours that would have been scheduled to work on a Paid Holiday had work been performed. It is understood that relief staff called in to assist with the delivery of public programs or to receive training of less than three hours duration will be paid a minimum of three hours.
- e) Part-time 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) anniversary and each year thereafter up to – 6 % of wages
- the fifth (5th) anniversary and each year thereafter – 8 % of wages

To ensure comparable vacation time entitlement, part-time employees shall receive periods of unpaid vacation in accordance with Article 20.01 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 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.

- f) On each anniversary date of their employment, part-time employees shall be eligible to advance to their next increment on the wage/salary scale.
- g) A part-time employee may work relief and/or temporary hours in excess of the hours associated with their part-time position. The total hours worked on a bi-weekly basis will not exceed the hours of work described in Article 17.01 (a) or (b).

3.06 Relief Employees

- a) "Relief employee" shall mean an employee who is hired to work on a casual as-required basis.
- b) The Employer agrees that relief 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

(Sick Leave), Article 22 (Leave of Absence), Article 23 (Benefits and L.T.D.), Article 26 (Job Security) and Article 28 (Termination of Employment).

- c) In lieu of benefits, relief employees shall receive fourteen percent (14%) above the rate contained in Appendix A of this Agreement. Vacation pay shall be calculated and paid at the rate of four percent (4%) of wages, payable with each bi-weekly pay.
- d) If a relief employee is called into work, they shall be paid a minimum of three (3) hours, except where the shift of the employee they are replacing is two (2) hours, in which case they shall be paid a minimum of two (2) hours. It is understood that relief staff called in to assist with the delivery of public programs or to receive training of less than three (3) hours duration will be paid a minimum of three (3) hours.
- e) Relief employees may apply for full-time and part-time positions which are posted with the Employer. When a relief employee fills one of these positions and completes their probation period, their seniority date shall then be retroactive and pro-rated to their first date of employment within the bargaining unit.
- f) Full-time equivalent seniority for relief employees shall be determined on the basis of one thousand six hundred and forty five (1645) hours [maintenance employees one thousand eight hundred and eighty (1880) hours]. A relief employee who works more than one thousand six hundred and forty five (1645) hours [maintenance employees one thousand eight hundred and eighty (1880) hours] in one (1) year shall not accumulate more than one (1) year's seniority in one (1) year.
- g) The Employer shall notify the Union in writing of any relief employees hired.
- h) Relief employees shall be considered on probation for six-hundred and twenty-four (624) hours of work [maintenance relief employees six hundred and seventy-six (676) hours of work], or six months, whichever comes first.

3.07 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 relief hours in excess of the hours associated with their temporary and/or part-time position. The total hours

worked on a bi-weekly basis will not exceed the hours of work described in Article 17.01 (a) or (b).

A temporary employee may hold two temporary positions as long as the hours of the two positions do not overlap or conflict with any other provision of the collective agreement.

- b) A temporary employment period shall not exceed six (6) months or the length of the approved leave of absence where greater than 6 months, unless agreed to by the Union and the Employer.
- c) Notwithstanding the foregoing, if a temporary employee replaces an employee on Long Term Disability, such temporary employment shall continue to run until the employee on Long Term Disability either returns to their position or loses their seniority pursuant to this Agreement.
- d) No Temporary employee shall be hired until all interested permanent employees have been given the opportunity to apply for the vacant position, including lateral transfers. It is understood that when a permanent employee is the successful candidate for the temporary position, they shall continue to accrue seniority.
- e) 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.
- f) 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 (Sick Leave), Article 22 (Leave of Absence), Article 23 (Benefits and L.T.D.), Article 26 (Job Security) and Article 28 (Termination of Employment).
- g) In lieu of benefits, temporary employees shall receive fourteen percent (14%) above the rate contained in Appendix A of this Agreement. Vacation pay shall be calculated and paid at the rate of four percent (4%) of wages, payable with each bi-weekly pay.
- h) Temporary employees may apply for full-time and part-time positions which are posted with the Employer. Where a temporary employee fills one of

these positions and completes their probation period, their seniority date shall then be retroactive and pro-rated to their first date of employment.

- i) Full-time equivalent seniority for temporary employees shall be determined on the basis of one thousand six hundred and forty five (1645) hours [maintenance employees one thousand eight hundred and eighty (1880) hours]. A temporary employee who works more than one thousand six hundred and forty five (1645) hours [maintenance employees one thousand eight hundred and eighty (1880) hours] in one (1) year shall not accumulate more than one (1) year's seniority in one (1) year.
- j) The Employer shall notify the Union in writing of any temporary employees hired including their period of employment.
- k) Notwithstanding the foregoing, where the employer hires into the classification of Technology Tutor, Literacy Tutor, Maintenance Helper or Systems Helper, it is understood that the term of the position will be no greater than two years. Further, it is understood that the filling of these positions would be exempted from the internal job posting process under Article 15. Should funding for these positions dictate a higher rate of pay than what is set out in Appendix A then the rate will be amended to reflect that (but not reduced). Any employee hired under this clause shall not cause the layoff of an employee or the reduction of permanent hours of an employee.
- l) 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.
- m) Weekend Worker

Weekend Workers shall be considered temporary part-time employees and will be paid at their regular straight-time hourly wage rate for working on Saturdays and Sundays. Article 18.04 (Sunday premium) will not apply to hours worked by a Weekend Worker.

Regular part-time employees may apply for any Weekend Worker job posting pursuant to Article 15. The number of Weekend Workers will be limited to twenty-five percent of the staff complement on a Sunday.

- 3.08 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 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 their 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, personal email address where available and home address information for all employees covered by 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 their 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 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 Local 2202 of CUPE 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.

Employees are encouraged to raise their concerns regarding workload with their non-union 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 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.

- b) 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.
- c) 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.
- d) 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, part-time 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 Job Evaluation Committee member will be as per Article 24.07.

9.02 Union Negotiating Committee

The Employer agrees to recognize a Union Negotiating Committee of three (3) employees. Notwithstanding Article 9.05, part-time 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 their designate, Chief Steward 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 two (2) representatives on the Health and Safety Committee, one of whom shall be a certified worker representative under the Occupational Health and Safety Regulations. Certified Union members shall serve a term of at least two years, subject to the election limits of the Union's Constitution.

9.05 Employees 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 Chief Librarian.
- 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.
- 9.11 One copy of the agenda for, and all minutes adopted at, regular meetings of the Library Board shall be forwarded to the Secretary of the Union.

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 shall be disciplined for not crossing the picket line in the event that Local 2202.01 goes on strike, nor shall any member of Local 2202 be required to do the work of a member of 2202.01 in the event Local 2202.01 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 their 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 them. 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, they may discuss the matter with their 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. The non-union supervisor shall submit their 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 Chief Librarian 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 Chief Librarian shall be delivered in writing within five (5) working days after a meeting has been held. If the Chief Librarian is the grievor's immediate non-union supervisor, Steps 1 and 2 may be combined. 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 only, "working days" shall mean Monday to Friday, excluding Saturday, Sunday and Paid Holidays.
- 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 they shall not leave their work during working hours except to perform their duties under this Article. Therefore, no steward shall leave their 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 their 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 their record. The record of an employee shall not be used against them 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, they shall be given the reason in the presence of their 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 their probationary period, that their discharge or suspension was without just cause shall be treated as a grievance only if their written statement is lodged with the Employer within five

(5) working days of their discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure.

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

Article 14 – Seniority

- 14.01 Seniority, as referred to in this Agreement, shall mean length of continuous service within the bargaining unit.
- 14.02 All employees shall be considered on probation for a period of four (4) 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 of up to a further three (3) months by written notice from the Chief Librarian to the employee and the Union. Upon the mutual agreement of both parties the probationary period may be further extended for a period of up to three (3) months. On completion of the probationary period, seniority shall be effective from the original date of employment.
- 14.03 Seniority for employees who normally work more than twenty-four (24) hours [maintenance employees twenty-six (26) hours] per week and less than thirty-five (35) hours [maintenance employees forty (40) hours] shall accrue on the same basis as full-time employees.
- 14.04 The Employer shall maintain a seniority list showing the date on which each employee's service 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.
- 14.05 An employee's seniority shall be lost 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 they have so notified their 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 eighteen (18) months;
- g) absence from work for a period of two (2) years after exhaustion of sick leave; or
- h) absence from work for a period of two (2) years due to injury covered by the Workplace Safety and Insurance Board (WSIB).

14.06 No employee shall be transferred to a position outside of the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their 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 their trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their 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: nature of the position, qualifications required, required knowledge and education, shift, wage or salary rate or range.
- 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 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.

15.05 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 their new job classification they shall be returned to their former position, wage or salary rate without loss of seniority.

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 a) Should a temporary vacancy occur, the employer shall allow employees to apply for the Temporary Vacancy in accordance with 15.04. Should the ensuing vacancy require filling, it shall be filled pursuant to the collective agreement (e.g. post &/or relief).

b) Employees filling a temporary position must remain in the position for the term of the position as posted. Thirty (30) calendar days prior to the completion of the temporary position, the employee shall be permitted to

apply for another temporary position.

- c) It is understood that an employee filling a temporary position may at any time apply for a permanent part-time or full-time position and would therefore not be required to complete the term of the temporary position.

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, twenty (20) working days prior to the effective date of lay-off or shall be paid a minimum of twenty (20) days' pay in lieu of notice at the option of the Employer.
- 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 (14) days, to give proper notice to a temporary employer.
- 16.06 The Employer agrees that during the term of this Agreement no full-time regular employee within the bargaining unit shall be laid off for reason of their duties being carried out by one or more part-time employees of the Employer.
- 16.07 The Employer agrees that such employees as detailed in Articles 3.06 and 3.07 shall not cause the lay-off of any regular employees nor shall any position covered by the bargaining unit be declared redundant or not posted and filled as a result of the employment of such relief/temporary help.

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 full-time employees, other than maintenance employees, hours of work shall be thirty-five (35) hours of work per week or 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 Friday; Saturday hours 8:30 a.m. to 5:00 p.m.
 - b) For full-time maintenance employees, hours of work shall be forty (40) hours of work per week or eighty (80) hours of work per pay period; no more than eight (8) hours of work per day over an elapsed time of nine (9) hours, inclusive of a one (1) hour unpaid meal break, between the hours of 7:00 a.m. and 11:30 p.m., Monday to Saturday. For full-time employees, seven dollars (\$7) shall be paid for all scheduled shifts which end after 6:00 p.m.
 - c) No employee shall be required to begin a new day's shift until a minimum of twelve (12) hours [for maintenance employees eleven (11) hours] have elapsed since the end of their shift on the previous day.
 - d) The employer shall provide twenty-four (24) hours' notice to an employee of the cancellation of a relief shift. Where 24 hours' notice can't be provided, the employee will work the relief shift that they were offered (same amount of hours).
 - e) Where the employer requires a relief or regular part-time employee to work two shifts in a day, the employer will guarantee that the total hours worked will be a minimum of seven (eight for maintenance employees). The two split shifts are to be considered two separate shifts and the daily overtime provision would not apply.
- 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 No full-time employee shall be required to work more than one (1) Saturday in

three (3) without the employee's consent. No full-time employee shall be required to work more than one (1) evening per week without the employee's consent.

- 17.04 Full-time employees whose scheduled shift ends after 6:00 p.m. and not later than 9:00 p.m. shall have a one-half (1/2) hour paid supper break added to their regular one (1) hour unpaid meal break.

Full-time employees shall work seven (7) hours and be credited with seven and one half (7½) hours for work on Saturday. The one-half (1/2) hour shall be accumulated and paid as a lump sum on pay S24.

- 17.05 All employees may volunteer for Sunday work opportunities (normal Sunday hours are limited to four (4) hours). Sunday programming opportunities may exceed four (4) hours but at no time shall the hours exceed seven (7) hours. When more employees volunteer to work a Sunday than are needed, volunteers shall be scheduled by seniority (for relief/temporary or part-time employees seniority shall be calculated as per Articles 3.05, 3.06 and 3.07). When there are insufficient volunteers for Sunday work, the Employer has the right to designate Sunday workers from among those staff members who have not already so volunteered. Relief or temporary employees shall not make up more than twenty-five percent (25%) of the Sunday complement.

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.

Employees volunteering for Sunday overtime may only volunteer to work Sunday shifts in their regular job classification e.g., Branch Operations can't volunteer for Programming and Outreach overtime.

Employees shall be limited to work a maximum of four (4) Sunday shifts during the Fall Sunday scheduling period and a maximum of four (4) Sunday shifts during the Winter scheduling period. This limit does not apply to Programming and Outreach Sunday shifts.

- 17.06 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.

- 17.07 The union shall be informed in writing of any changes in hours of operation at any branch.

17.08 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 their job function, they shall be paid for their 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

b) Optional Meetings:

If an employee asks to attend a conference, workshop, seminar, or meeting and it is approved by the Employer, they shall be paid for their 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.

17.09 Bankable time may be accumulated with the approval of the Employer.

Bankable time is time worked in excess of the regular workday or the regular work week. It is understood that bankable time is accumulated at the employee's regular straight-time hourly rate of pay. Not more than ten (10) hours shall be worked in any one (1) work day [maintenance employees eleven (11) hours].

17.10 A maximum of a total of thirty-six (36) hours [maintenance employees forty (40) hours] in bankable and lieu time (excluding holiday lieu) may be accumulated to be taken as time off. In exceptional cases, an individual's maximum may be extended at the sole discretion of the Chief Librarian. Such time off shall be taken at a time mutually agreeable to the employee and the Employer provided that in the judgment of the Chief Librarian the least possible interference with the efficient operation of the Employer's business shall occur. In calculating bankable time, days off shall count as seven (7) hours [maintenance employees eight (8) hours].

17.11 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 or bankable time
 - 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 their scheduled branch, management may request that they work at another accessible location.

Article 18 – Overtime

- 18.01 All time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime.
- 18.02 Authorized overtime work before and after the regular daily hours (as per Article 17.01) shall be paid for at the rate of time and one-half ($1\frac{1}{2}X$).
- 18.03 Authorized overtime work before and after regular weekly hours (as per Article 17.01) shall be paid for at the rate of time and one-half ($1\frac{1}{2}X$).
- 18.04 All authorized overtime work performed on Sundays shall be paid for at the rate of time and one-half ($1\frac{1}{2}X$). Paid Holiday overtime shall be paid for at the rate of double time ($2X$).
- 18.05 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.
- 18.06 Call-In Premium

An employee called in for overtime work shall be paid a minimum of three (3) hours at the appropriate overtime rate. It is understood that the call-in premium is only payable if the employee is called in or back to a Library branch to respond to a service issue.

However, employees that are contacted by phone, pager or email outside of their regularly scheduled hours will be paid at the rate of time and one-half ($1\frac{1}{2}x$) for all time worked resolving technical / maintenance issues where the total time spent working is greater than ten (10) minutes. All time worked greater

than ten (10) minutes but less than one-half of an hour shall be counted as one-half of an hour of overtime.

- 18.07 An employee shall not be required by the Employer to take time off regular hours of work to equalize any overtime worked.
- 18.08 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.
- 18.09 Compensation for overtime work for part-time employees shall be paid at the appropriate overtime rate. Compensation for overtime work for employees who normally work more than twenty-four (24) hours [maintenance employees twenty-six (26) hours] per week shall be paid at the appropriate overtime rate or time off in lieu at a time mutually agreeable to the employee and the Employer.
- 18.10 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 Employees may request bankable time off to a maximum of two (2) hours in order to attend Remembrance Day services on November 11. Such requests shall be granted in order of seniority provided that in the judgement of the Chief

Librarian the least possible interference with the efficient operation of the Employer's business shall occur.

Employees may request the use of accrued banked time, vacation or personal leave to attend National Truth and Reconciliation events on September 30.

- 19.03 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.
- 19.04 When any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay (lieu time) at a time mutually agreed upon by the employee and their Employer.
- 19.05 Holiday pay for a given paid holiday for a regularly scheduled employee who works more than twenty-four (24) hours [maintenance employees twenty-six (26) hours per week and less than thirty-five (35) hours [maintenance employees forty (40) hours] per week shall be equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the statutory holiday occurred, divided by 20.
- 19.06 Every effort will be made to post a list of the days that the Library will be closed the following year by October 15.
- 19.07 Religious Holidays
The employer agrees to discuss with the Union the accommodation for an employee who wishes to observe their recognized religious holidays which are not statutory holidays.

Article 20 – Vacations

20.01 All employees shall be entitled to annual vacation with pay in accordance with the following schedule:

In the Calendar year of:	
The first (1st) anniversary and each year thereafter up to	15 days
Effective in the calendar year of 2024:	
The third (3 rd) anniversary and each year thereafter up to	18 days
The fifth (5 th) anniversary and each year thereafter up to	20 days

In the Calendar year of:	
The tenth (10th) anniversary	21 days
The eleventh (11th) anniversary	22 days
The twelfth (12th) anniversary	23 days
The thirteenth (13th) anniversary	24 days
The fourteenth (14th) anniversary and each year thereafter up to	25 days
The twenty-first (21st) anniversary	26 days
The twenty-second (22nd) anniversary	27 days
The twenty-third (23rd) anniversary	28 days
The twenty-fourth (24th) anniversary	29 days
The twenty-fifth (25th) anniversary and each year thereafter	30 days

All employees who currently receive vacations which exceed the above schedules shall retain their current vacation entitlement until they reach their next vacation entitlement on the schedule and shall continue at that time through the above schedule.

- 20.02 Paid vacation for employees working more than twenty-four (24) hours [maintenance employees twenty-six (26) hours] per week and less than thirty-five (35) hours [maintenance employees forty (40) hours per week], shall be pro-rated on the basis of hours worked in a regular pay period (e.g., for an employee who regularly works fifty-six (56) hours, in a pay period, one week paid vacation entitlement [five (5) days] shall equal twenty-eight (28) hours).
- 20.03 All new employees shall receive paid vacation on the basis of one and one-quarter (1-1/4) days' vacation for each calendar month worked before December 31 to a maximum of fifteen (15) working days.

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.

January to June Vacation

The vacation schedule for the period from **January 1 to June 30** shall be approved by the Library by **December 1**. The maximum number of employees per work group allowed to be on vacation shall be posted on the electronic

bulletin board by **October 15**. An employee shall submit their request for **January to June** vacation to the Library Administration Office prior to **November 1**.

July to December Vacation

The vacation schedule for the period from **July 1 to December 31** shall be approved by the Library by **April 15**. The maximum number of employees per work group allowed to be on vacation shall be posted on the electronic bulletin board by **February 15**. An employee shall submit their request for **July to December** vacation to the Library Administration Office prior to **March 1**.

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

As vacations are scheduled, this will be documented on the electronic bulletin board as close to real time as possible. Furthermore employees recognize that the process needs to be completed in a short turn-around time and as such shall cooperate with the Employer in accordance with the prescribed procedure.

- 20.04 An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 20.05 If a paid holiday occurs during an employee's regular scheduled vacation time, an extra day is allowed. Such additional day off shall be taken at a time mutually agreeable to the employee and Employer.
- 20.06 Where an employee qualifies for sick leave (supported by a doctor's certificate and where the employee is incapacitated by illness or injury for a period of three (3) vacation days or more) there shall be no deduction from vacation credits for such absence.
- 20.07 Where an employee qualifies for bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits 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.
- 20.08 An employee terminating their employment at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation.
- 20.09 Notwithstanding the schedule of vacations set out in Article 20.01, an employee who has had vacation and terminates before the end of the year in which the vacation is taken shall have the unearned portion of vacation deducted from

termination pay.

- 20.10 Employees should take their paid vacation in the vacation year in which it is earned. However, up to ten (10) paid vacation days may be saved and taken in the next year with the approval of the Employer, provided sufficient advance notice is given.
- 20.11 Temporary and Relief employees who are awarded permanent employment status shall be awarded vacation with pay in the year of the transfer at the rate of one and one-quarter (1-1/4) days' vacation for each calendar month worked in the permanent position before December 31 to a maximum of fifteen (15) working days. Thereafter, vacation with pay shall be in accordance with Article 20.01 and the anniversary date shall be the employee's date of hire in the permanent position.

Article 21 – Sick Leave

Sick leave is defined as absence from work and performance of regular duties because of an employee's bona fide illness or injury.

- 21.01 The Employer shall provide a short term leave/disability plan for all employees that provides the following features:

Length of Service	Weeks of salary at 100%	Weeks of salary at 75%
Less than 3 months	0	0
3 months but less than 6 months	0	17
6 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8

Length of Service	Weeks of salary at 100%	Weeks of salary at 75%
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

- a) Length of service shall be in accordance with Article 14 - Seniority.
- b) Benefits are payable from the first day of sickness or disability.
- c) Benefits are payable for a maximum of seventeen (17) weeks from first occurrence for each unrelated illness or non-occupational injury.

Benefits are payable for a maximum of seventeen (17) weeks from the subsequent recurrence of an illness or non-occupational injury if an employee has completed fifty-two (52) weeks full-time employment after their return to work from a short term disability absence.

It is understood that an employee returning to work from sick leave, having not exhausted their seventeen (17) consecutive calendar weeks for each unrelated illness or non-occupational injury is entitled to exhaust that remaining entitlement. The seventeen (17) week period may be extended by up to one (1) month of modified work.

- d) The Employer shall continue to pay its normal contribution toward the disabled employee's benefits.

21.02 The Employer shall authorize sick leave pay for employees. Employees shall receive sick pay at their salary or wage rate as per the schedule in Article 21.01 for time lost by reason of illness, exposure to a contagious disease for which the employee has been quarantined by the Medical Officer of Health, or injury, except when an award is made under the Workplace Safety and Insurance Board (WSIB).

21.03 An employee who is absent for more than five (5) consecutive working days will furnish a completed KFPL medical certificate from their duly qualified medical practitioner within ten (10) working days from the commencement of such absence. The Employer shall cover the cost of any medical certificate under this Article. The employee must submit a receipt to administration at the time the

certificate is submitted for reimbursement to be approved.

21.04 At the request of the Employer, an employee may be requested to provide the Employer with a medical certificate as prescribed by the Employer, certifying that the employee has been in the care of a duly qualified medical practitioner and to include the following:

- i) that the employee is able to return to their position on a full-time basis without restrictions; or
- ii) that the employee is able to return to work with the nature and duration of any work restrictions described.

The Employer shall cover the cost of any requested medical certificate as may be required in Article 21 and shall reimburse the employee within five (5) working days.

21.05 An employee identified through an attendance awareness program of the Employer shall furnish a medical certificate as prescribed by the Employer.

21.06 The Employer shall have the right at any time to require that an employee who is absent by reason of sickness or accident be examined and reported upon by a duly qualified medical practitioner to be designated by the Employer. The Employer agrees to notify the Union in writing regarding such examination. The employee shall not suffer a loss of pay as a result of such medical appointment and the Employer shall be responsible for any related physician fee.

21.07 Absence by reason of illness for less than three and one-half (3½) hours [for maintenance employees four (4) hours] shall not be counted as an absence provided the employee has reported for duty at the usual starting hour for the day. The Employer shall have the authority to count such absences if, in the Employer's judgement, the employee is abusing this privilege. It is agreed that such judgement shall not be arbitrarily exercised. Absence by reason of illness for any portion of a day in excess of three and one-half (3½) hours [for maintenance employees four (4) hours] shall be counted as three and one-half (3½) hours [for maintenance employees four (4) hours].

21.08 Any part of the annual vacation which may be due shall be allowed an employee who is absent owing to illness, if their sick pay entitlements are exhausted and their sick pay shall be interrupted, if necessary, in order that vacation may be completed prior to the end of the calendar year.

21.09 Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next period.

Article 22 – Leave of Absence

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

22.02 An Employee shall receive, with the approval of the Director, Human Resources or designate, time off work with full pay, benefits 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:

Five (5) regular working days where those 5 days fall within a consecutive seven (7) 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.

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 grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

One (1) regular work day in the case of the death of a grandparent-in-law, aunt-in-law, or uncle-in-law.

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.

See Article 20.07 for bereavement and vacation.

b) Personal Leave

Upon completion of their probationary period, all full-time and part-time employees are entitled to three (3) personal days in a calendar year. It is understood, however, that a newly hired employee who completes their probationary period after June 30 will only be entitled to one personal day in the calendar year of their hire. The scheduling of the days will be subject to Employer approval. It is understood that these days are not eligible for carryover. Where an employee leaves the employment of the Library prior to April 1 of any calendar year, the entitlement to personal days will be pro-rated.

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 twenty-five (25) days in any one calendar year with no more than four (4) employees on leave at one time, no more than two (2) of whom shall be from a single department or branch. 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 allowed the necessary time off with pay for the required processing of their Canadian citizenship application.

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 work on any day or half day they are 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.

f) Conferences

Subject to financial ability, the Employer shall endeavor to send employees to the annual conferences of the Provincial and National Library Organizations. Employees holding personal memberships in the organizations shall be given preference. If an employee has a specialist qualification, they may attend an annual conference in the subject specialization in lieu of a library conference. Applicants in this case must be personal members of the association or organization sponsoring the conference. An employee invited to participate in a conference shall receive first consideration.

g) Office in National or Provincial Library Organization

The Employer may grant such leaves of absence, not to exceed fifteen cumulative working days in one calendar year, upon the written request of an employee who has been elected or appointed to office in a national or provincial library organization for the purpose only of attending executive or

similar meetings thereof.

22.03 An employee shall receive, with the approval of the Chief Librarian, time off work without pay, benefits only as stipulated in Article 22.05 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 or any body with which the Union is affiliated 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 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 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 Chief Librarian.

22.04 An employee shall receive, with the approval of the Chief Librarian, time off work without pay, with full benefits, and with accrual of vacation credits 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 their hourly rate on their last day worked prior to the commencement of the leave, by their normal weekly hours.

Upon return to work the employee shall return to their previous position without loss of seniority, salary or vacation credits.

- c) When the employee returns to work upon the expiration of the above leave, they shall be placed in their 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.

22.05 Benefits While on Leave of Absence

When an employee has been granted a leave of absence without pay for a period of three (3) months or more under Article 22.03, the Employer shall discontinue its share of any premium or contributions to any of the employee benefits. However, the employee may make arrangements for any such continuation of employee benefits by paying the full premiums or contributions themselves. All such premiums or contributions must be paid in advance.

22.06 Self-Funded Leave Program

The Employer agrees to make available a Self-Funded Leave Program (see Appendix B).

Article 23 – Employee Benefits

23.01 Pension Plans

Every employee shall, as a condition of employment, join the Canada Pension Plan and the Ontario Municipal Employees Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of both plans up to the limits allowed.

23.02 Health Benefits

Unless otherwise stated, the Employer shall pay one hundred percent (100%) of the monthly premium cost of the following plans for each employee who is a subscriber, the spouse and all eligible dependents:

- a) Semi-private Hospital Services
- b) Extended Health Benefits (EHB)
 - i. Hospital Benefits
 - ii. Medical Appliances and Equipment
 - iii. Medical Services and Supplies
 - iv. Registered Specialists and Therapists
Physiotherapist (up to a maximum of \$400 per year), clinical psychologist, massage therapist (up to a maximum of \$350 per year), speech pathologist, chiropractor, podiatrist, naturopath, chiroprapist, osteopath, and, nutritional counselling.
 - v. Prescription Drugs
One hundred percent (100%) reimbursement with nil deductible based on the lowest cost interchangeable generic drug product listed in the Ontario Drug Benefit Formulary Comparative Drug Index and a maximum of ten (10) dollars per prescription towards the pharmacist's Dispensing Fee.
 - vi. Vision Care
One hundred percent (100%) reimbursement with nil deductible up to a maximum of \$450 per consecutive 24 months; routine eye exams once every 24 months. Retina Scan coverage is included. Vision care

coverage can be used for laser eye surgery.

vii. Dental Care

One hundred percent (100%) reimbursement of eligible charges based on the ever-current O.D.A. Fee Guide for General Practitioners.

Basic Services including nine (9) month recalls [six (6) month recalls for children under the age of nineteen (19)].

Rider 2: Dentures

Rider 3: Orthodontics: The Employer shall pay fifty percent (50%) of the monthly premium cost of Rider 3

Coverage is \$1,500 lifetime maximum per adult and per child under the age of nineteen (19).

Rider 4: Crowns and Bridgework

Oral Cancer Screening coverage of \$25 per employee every twelve (12) months will be included.

viii. Hearing Aids

One hundred percent (100%) reimbursement with nil deductible up to a maximum of \$500 per consecutive 24 months.

- c) The Board shall pay the Employer's monthly cost of these medical and insurance premiums in order to permit the employee to maintain coverage through the Employer's plans to age 65 or death for:
- i. an employee with pension eligibility whose normal retirement age is 65, who exercises early retirement, or
 - ii. an employee who retires as a result of a disability recognized by the terms of the Long Term Disability plan (LTD), or
 - iii. an employee who retires as a result of a disability recognized by OMERS.
- d) The benefit plans referred to in this Article may be transferred to another carrier with the understanding that the new coverage shall be equivalent or improved and the Employer shall give the Union ninety (90) days' notice of its intention and further, provide the Union with appropriate copies of the Plans and coverage of the proposed new carrier.
- e) Employees working beyond the age of sixty-five shall remain eligible for coverage under the benefit plan (excluding Group Life Insurance) until the end of the month the employee turns age seventy.

23.03 Group Life Insurance

Every employee with six (6) months' service shall take Group Life Insurance, including Accidental Death and Dismemberment on the basis of two times (2X) their regular annual salary to the amount of the next lower multiple of five hundred dollars (\$500) and a minimum coverage of fifteen thousand dollars (\$15,000). The Employer shall contribute one hundred percent (100%) of the monthly premium cost of this insurance.

No medical examination shall be required for Group Life Insurance.

An employee who has joined the plan before the age of sixty-five (65) and who has reached the age of sixty-five (65) shall have the right within thirty-one (31) days to convert their Group Life Insurance to individual insurance at their own expense without a medical examination. This right shall also apply to an employee who is a member of the plan and leaves the employment of the Employer.

The Employer shall keep coverage in place for a period of six (6) months for the plans listed in Articles 23.02 and 23.03 for an employee who has been laid off due to a shortage of work and is unemployed.

The Employer shall provide a voluntary group life insurance plan with coverage of \$10,000 for a spouse and \$5,000 for a child. The plan's availability shall be subject to the approval of the carrier. All premiums shall be paid by the employees.

If an employee dies while in the employ of the Employer, their Estate or Beneficiary shall be provided with a cheque in the amount of five thousand dollars (\$5,000) within forty-eight (48) hours of the Employer being advised of such death. This five thousand dollar (\$5,000) payment shall be deducted from the employee's group life insurance coverage which is detailed in Article 23.03. This payment shall be made to the employee's Estate or Beneficiary upon the filing of a satisfactory release with the City Treasurer.

- 23.04 a) For employees working more than twenty-four (24) hours [maintenance employees twenty-six (26) hours] per week and less than thirty-five (35) hours [maintenance employees forty (40) hours], benefits referred to in Article 23.02, 23.03 and 23.06 shall be prorated on the basis of their regularly scheduled work week.
- b) Employees already working a reduced work week before April 23, 2003 shall continue to receive full benefits under Articles 23.02 and 23.03. However, should any such employee return to full-time hours and then

subsequently adopt a reduced work week for any reason, then 23.04 (a) shall apply.

23.05 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 their regular work with the Employer on account of an occupational accident which is covered by the WSIB, shall continue to receive their 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. They 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 their 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 their control.

23.06 Long Term Disability Plan

The Employer shall make available a Long Term Disability Plan which shall provide for disability coverage at the rate of seventy-five percent (75%) of the employee's current salary effective on the first day following seventeen (17) weeks of disability for the first two (2) years of disability. Disability shall be defined as an employee not being able to perform their own occupation. After two (2) years under the disability plan, "own occupation" shall be amended to provide for "any occupation".

After an employee is on Long Term Disability for a period of two (2) years or longer, disability payments shall be increased by the Consumer Price Index or four percent (4%), whichever is the lesser, and shall continue to be increased on a year to year basis thereafter.

A disability waiver of premiums for O.M.E.R.S. purposes shall be incorporated and an employee shall be covered by all of the benefit provisions contained in this Collective Agreement until they return to work, retire or die.

The premiums for Long Term Disability coverage shall be paid one hundred percent (100%) by the Employer for all employees covered by the Plan in

accordance with the policies and conditions of the Plan.

23.07 Accommodation

An employee covered by this Collective Agreement who is no longer capable of performing their 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 24 – Payment of Salaries, Wages and Allowances

- 24.01 The Employer shall pay salaries 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 their salary, overtime, and other supplementary pay and deductions.
- 24.02 A new employee who possesses significantly more than the minimum qualifications for a position in terms of training or experience shall be given credit for this by an appointment above the bottom of the range for this position.
- 24.03 On each anniversary date of their employment, employees shall be eligible to advance to their next increment on the salary scale and the salary adjustment for their progression shall occur on the first full pay period following the anniversary date.
- 24.04 When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in the new classification which shall provide a minimum wage increase of fifty cents (\$.50) over the previous salary rate, subject to the new classification wage grid. The date of the promotion to the new classification shall become the anniversary date for application of the salary progression.
- 24.05 When the Employer assigns an employee to temporarily perform the duties of a higher paying classification, or is assigned to be acting-in-charge for a higher paying classification, they shall receive the wage rate that produces a minimum

wage increase of fifty cents (\$.50) per hour for all hours worked in the higher paying classification. It is understood that the employee must be assigned for a period of at least 3 hours to be entitled to acting pay. Where the temporary assignment is greater than three months, the employee shall receive the wage rate that produces a minimum wage increase of \$1.00 per hour for all hours worked in the higher paying classification.

When the Employer assigns an employee to be in charge at a system level, in the absence of a designated Librarian or Manager, they shall receive responsibility pay of five dollars (\$5) per hour worked during the assignment.

24.06 When an employee is assigned to a position paying a lower rate, the rate shall not be reduced. An employee, who chooses to apply for and is selected for a position paying a lower rate, shall be paid at the appropriate lower rate.

24.07 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.

24.08 Long Service Recognition

In the year in which an employee reaches 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 month in which the employee's anniversary date falls.

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 25 – Clothing

25.01 The Employer agrees to provide up to \$200 per calendar year to maintenance employees and couriers toward the cost of safety shoes. Payment shall be made following submission of proof of purchase. Employees receiving this allowance shall be expected to wear these safety shoes on the job. Coveralls for maintenance and courier employee use shall be available.

Article 26 – Job Security

26.01 No permanent employee shall have their 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 27 – Technological and other Changes

27.01 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.

27.02 No regular employee shall be dismissed by the Employer because of mechanization, technological or organizational changes. An employee who is displaced by such change shall be offered employment elsewhere by the Employer at the same salary in a comparable class of work if such is available. If the employee refuses such transfer, they shall then be subject to the lay-off procedure.

Article 28 – Termination of Employment

28.01 Employees finding it necessary to resign are expected to give at least one (1) months' notice in writing to the Chief Librarian.

28.02 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 29 – Retirement

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

Article 30 – General

30.01 Where reference is made to the Chief Librarian, it shall mean the Chief Librarian or their designate.

30.02 It is the responsibility of the employee to keep the Employer informed of their current address, phone number, and any other means necessary to communicate with the employee for all purposes contemplated under this Agreement.

30.03 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.

30.04 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.

30.05 The Employer agrees to make available a Job Sharing Plan in accordance with the Job Sharing Policy.

30.06 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.

30.07 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 O.1 and amendments thereto.

30.08 An employee handling petty cash shall not be responsible for any shortages except in the case of negligence.

30.09 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall, within thirty (30) days of signing, have printed one hundred and fifty (150) copies of the Agreement. The cost of printing shall be

shared equally between the parties.

30.10 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.

30.11 The Employer shall provide access to an Employee Assistance Program.

Article 31 – Term of Agreement

31.01 This Agreement shall be binding and remain in effect from date of signing to March 31, 2025. 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.

31.02 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.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hands of the respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

For the Kingston Frontenac Public Library Board



Laura Carter, Chief Librarian / Chief Executive Officer

February 3, 2023

Date

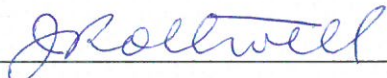


Shelagh Quigley, Director, Human Resources

February 1, 2023

Date

For the Canadian Union of Public Employees and its Local 2202



Jillann Rothwell, President

February 9, 2023

Date



Steve Naish, Recording Secretary

February 9, 2023

Date



CUPE National Representative

February 9, 2023

Date

Appendix A: Wages

Wages / Salaries effective April 1, 2022

	Start	12 Months	24 Months	36 Months
Librarian /	\$69,178	\$71,308	\$73,492	\$75,821
Systems Specialist	\$38.01	\$39.18	\$40.38	\$41.66
Maintenance Supervisor (40 hours / week)	\$60,632	\$62,379	\$64,210	\$66,082
Branch Supervisor	\$53,053	\$54,582	\$56,183	\$57,821
	\$29.15	\$29.99	\$30.87	\$31.77
Library Technician (Systems) /	\$49,959	\$51,470	\$53,089	\$54,727
Systems Application Technician	\$27.45	\$28.28	\$29.17	\$30.07
Library/Office Technician /	\$47,265	\$48,703	\$50,214	\$51,834
Information Systems Assistant /	\$25.97	\$26.76	\$27.59	\$28.48
Library / Programming / Office Assistant / ILLO Library Technician				
Maintenance Assistant	\$45,469	\$46,925	\$48,318	\$49,816
(40 hours per week)	\$21.86	\$22.56	\$23.23	\$23.95
Literacy /Technology Tutor /				
Maintenance / Systems Helper	\$18.00			
Tagging Assistant	\$18.00			

Appendix A: Wages

Wages / Salaries effective April 1, 2023

	Start	12 Months	24 Months	36 Months
Librarian /	\$70,743	\$72,909	\$75,148	\$77,532
Systems Specialist	\$38.87	\$40.06	\$41.29	\$42.60
Maintenance Supervisor (40 hours / week)	\$62,005	\$63,773	\$65,645	\$67,558
Branch Supervisor	\$54,254	\$55,801	\$57,439	\$59,114
	\$29.81	\$30.66	\$31.56	\$32.48
Library Technician (Systems) /	\$51,087	\$52,634	\$54,291	\$55,965
Systems Application Technician	\$28.07	\$28.92	\$29.83	\$30.75
Library/Office Technician /	\$48,321	\$49,795	\$51,342	\$52,998
Information Systems Assistant /	\$26.55	\$27.36	\$28.21	\$29.12
Library / Programming / Office Assistant / ILLO Library Technician				
Maintenance Assistant	\$46,488	\$47,986	\$49,400	\$50,939
(40 hours per week)	\$22.35	\$23.07	\$23.75	\$24.49
Literacy Tutor /Tech Tutor /				
Maintenance / Systems Helper	\$18.41			
Tagging Assistant	\$18.41			

Appendix A: Wages

Wages / Salaries effective April 1, 2024

	Start	12 Months	24 Months	36 Months
Librarian /	\$72,327	\$74,547	\$76,840	\$79,279
Systems Specialist	\$39.74	\$40.96	\$42.22	\$43.56
Maintenance Supervisor (40 hours / week)	\$63,398	\$65,208	\$67,122	\$69,077
Branch Supervisor	\$55,474	\$57,057	\$58,731	\$60,442
	\$30.48	\$31.35	\$32.27	\$33.21
Library Technician (Systems) /	\$52,234	\$53,817	\$55,510	\$57,221
Systems Application Technician	\$28.70	\$29.57	\$30.50	\$31.44
Library/Office Technician /	\$49,413	\$50,924	\$52,489	\$54,200
Information Systems Assistant /	\$27.15	\$27.98	\$28.84	\$29.78
Library / Programming / Office Assistant / ILLO Library Technician				
Maintenance Assistant	\$47,528	\$49,067	\$50,502	\$52,083
(40 hours per week)	\$22.85	\$23.59	\$24.28	\$25.04
Literacy Tutor /Tech Tutor /				
Maintenance / Systems Helper	\$18.82			
Tagging Assistant	\$18.82			

Appendix B: Letter of Understanding – Self Funded Leave Program

The Employer agrees to provide a pre-paid leave program, funded solely by the employee, subject to the following items and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a given five (5) year period, in accordance with Income Tax Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral. Spreading a 2-year salary over 2 ½ years may also be considered as above.
- b) During the four (4) years, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- c) Interest on the deferred salary shall be calculated on the basis of the average rate of interest that is earned by the City of Kingston; in accordance with the Income Tax Act this interest shall be paid to the employee on a yearly basis and shall be considered taxable income.
- d) All deferred salary shall be paid to the employee on a monthly basis beginning with the first month of the fifth year.
- e) If an employee gives notice of withdrawal from the Plan or dies prior to going on leave, the full amount of accumulated salary and accrued interest shall be payable to the employee, or their estate within a reasonable amount of time.
- f) Should the union go out on strike during an employee's self-funded leave, they shall continue to receive their deferred salary.
- g) The following benefits shall be maintained by the Employer during the period of leave provided the employee prepays the monthly premiums at the same time they are making their deferred salary payments (subject to confirmation of approval by the Canada Revenue Agency and the Library payroll provider)

Extended Health Care

Supplementary Semi-Private Hospital Coverage

Group Life Insurance

Dental Plan

Long Term Disability

These Plans shall be administered in accordance with the entitlement provisions as stated in the Insurance Policies. Furthermore, during the four year period that salary is being deferred any benefit under Group Life Insurance is based on net of salary deferral. During the one year period that deferred salary is being paid any benefit under Group Life Insurance is based on the amount of the deferred salary. Likewise

Appendix B: Letter of Understanding – Self Funded Leave Program

during the four year period of salary deferral any benefit under Long Term Disability is based on net of salary deferral; and during the one year period that deferred salary is being paid any benefit under Long Term Disability is based on the amount of the deferred salary. Any benefits payable under Long Term Disability would commence on the later of the expiration of the Elimination Period or the scheduled return to work date.

- h) Short term sick leave under Article 21 of the Collective Agreement is not payable during the period of leave.
- i) OMERS shall be administered in accordance with the OMERS Act, Regulations and Administration Manual. The employee does not make contributions during the year of leave however they are eligible to purchase the year at double contributions.
- j) Canada Pension Plan premiums are based on salary net of the deferred amounts during the period of the salary deferral and on the deferred salary during the leave period.
- k) Employment Insurance premiums are based on the gross salary before salary deferrals during the period of salary deferral and no premiums are payable during the leave period.
- l) The Employer assumes no responsibility for any consequences arising out of an employee's participation in the plan related to OMERS, CPP, EI or Revenue Canada.
- m) The employee must make written application to the Chief Librarian at least three (3) months prior to the intended commencement date of the programme (i.e., salary deferral portion), stating the intended purpose of the leave.
- n) An employee must be employed by the Board for two (2) consecutive years in order to participate in the plan.
- o) An employee shall be limited to self-funded absence of one year in five years.
- p) The maximum number of employees that may be absent on a self-funded leave plan at any one time shall be two (2).
- q) Leaves requested for the purpose of pursuing further education of use to the Library will be given priority. Leaves for other purposes will be dealt with on the basis of seniority.
- r) The employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- s) Seniority shall be maintained and will accumulate during the year of leave.

Appendix B: Letter of Understanding – Self Funded Leave Program

Signed at Kingston, Ontario, this day of 2023.

For the Kingston Frontenac Public Library Board



February 3, 2023

Laura Carter, Chief Librarian / Chief Executive Officer

Date




February 1, 2023

Shelagh Quigley, Director, Human Resources

Date

For the Canadian Union of Public Employees and its Local 2202



February 9, 2023

Jillann Rothwell, President

Date



February 9, 2023

Steve Naish, Recording Secretary

Date



February 9, 2023

CUPE National Representative

Date

Appendix C: 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 3.07 and 3.08, 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.

It is understood and agreed: that the wage rate for the position of Librarian co-op will be 70% of the start rate of the Librarian position; and that the wage rate for the position of Library Technician internship will be 70% of the start rate of the Library Technician position. A moving allowance of up to \$300 for reasonable expenses will be made available to eligible students.

No employee earning less than the above-noted rates will be asked or expected to provide training to Educational Placements.

We agree to the following educational guidelines:

1. **Shadowing:** Usually one day, this placement is an orientation to the library environment. It includes some public service work, if appropriate, with a high level of supervision (e.g., Sitting on the desk to get a sense of the kinds of questions answered, shadowing circulation or programming / outreach staff).

Duration: Typically one day

Key contact: Branch Supervisor

Unpaid

2. **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

Appendix C: Letter of Understanding – Educational Placements

Unpaid

- 3. Placement for job experience.** As above with particular emphasis on project assignments, usually in conjunction with curriculum guidelines and under supervision.

Duration: Several days per week. 2-4 weeks

Key contact: Branch Supervisor

Unpaid

- 4. Co-ops:** A short term educational placement as defined by the educational institution, for an individual pursuing a career in Libraries. Directly related to an educational institution. These students are recognized as temporary employees with the terms of employment established by the employer in accordance with the current collective agreement in conjunction with the educational institution. Trained in bargaining unit work and library service under direct supervision of a librarian to gain meaningful work experience. A formal evaluation by management may be submitted to the relevant educational institution.

Duration: As defined by the educational institution, up to a maximum of twenty-eight weeks. No more than two students at a time.

Key contact: Manager

Paid, a full bargaining unit member with union dues deducted.

- 5. Internships:** A short term educational placement up to 14 weeks, as defined by the Library. Specifically intended for students pursuing a career in Libraries. Premised on the work co-op model, internships are intended for library or technical study students whose home institution does not offer integrated work experience in their program of study. These students are recognized as temporary employees with the terms of employment established by the employer in accordance with the current collective agreement. Trained in bargaining unit work and library service under direct supervision of a librarian to gain meaningful work experience.

Duration: As defined by the educational institution, up to a maximum of twenty-eight weeks. No more than two students at a time.

Key contact: Manager

Paid, a full bargaining unit member with union dues deducted.

Appendix C: Letter of Understanding – Educational Placements

Signed at Kingston, Ontario, this day of 2023.

For the Kingston Frontenac Public Library Board



February 3, 2023

Laura Carter, Chief Librarian / Chief Executive Officer

Date



February 1, 2023

Shelagh Quigley, Director, Human Resources

Date

For the Canadian Union of Public Employees and its Local 2202



February 9, 2023

Jillann Rothwell, President

Date



February 9, 2023

Steve Naish, Recording Secretary

Date

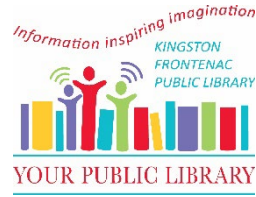


February 9, 2023

CUPE National Representative

Date

Appendix D: KFPL 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: _____

Appendix D: Workload Form

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.

Appendix E: Letter of Understanding – Relief/Hours of Work Scheduling Committee

The parties agree to meet within six (6) months of the ratification of the Memorandum of Settlement in order to establish a **Relief/Hours of Work Scheduling Committee**. The Committee will make recommendations to the Union-Management Committee regarding any changes to the process for scheduling Branch Operations relief staff. The Committee will also make recommendations about increasing the number of hours of work associated with current part-time positions within the limits of Article 3.05 a). The Committee will be comprised of three representatives from the Union and three representatives of the Employer. Article 9.05 will apply to the Committee.

Article 9.01 c) applies to the work of the Committee. It is understood that the recommendations of the Committee are not binding on either the Employer or the Union. The Committee will complete its work within six calendar months unless otherwise agreed by the Employer and the Union.

Signed at Kingston, Ontario, this _____ day of _____ 2023.

For the Kingston Frontenac Public Library Board



Laura Carter, Chief Librarian / Chief Executive Officer

February 3, 2023

Date



Shelagh Quigley, Director, Human Resources

February 1, 2023

Date

For the Canadian Union of Public Employees and its Local 2202



Jiffann Rothwell, President

February 9, 2023

Date



Steve Naish, Recording Secretary

February 9, 2023

Date



February 9, 2023

CUPE National Representative

Date

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