



COLLECTIVE AGREEMENT

BETWEEN:

**THE CITY OF KENORA
PUBLIC LIBRARY BOARD**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 191**

TERM OF AGREEMENT: January 1, 2024 to December 31, 2027

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COLLECTIVE AGREEMENT

BETWEEN:

THE CITY OF KENORA PUBLIC LIBRARY BOARD

of the First Part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 191**

of the Second Part

ARTICLE 1 - PREAMBLE

1.01 Purpose

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Methods of Bargaining

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.

1.03 Definitions

1. Employer/Board shall mean the City of Kenora Public Library Board and this title shall be applied throughout the written agreement where the employer was previously referred to as the Kenora Public Library Board.
2. CUPE shall mean the Canadian Union of Public Employees. Union shall have identical meaning as CUPE.
3. Employee shall include only such persons coming within the scope of the bargaining unit as described in Article 3.01 – Bargaining Unit.
4. Regular full-time employee shall be an employee who works 35 hours per week on a regular basis, and who has completed the probationary period.
5. Permanent part-time employees shall be a regular part-time employee who works less than thirty-five (35) hours per week on a regular basis, and who has completed the probationary period.
6. Temporary Employee is defined as an Employee who is hired to carry out a short-term job which requires them to work the standard seven (7) hour day, thirty-five (35) hour week or something less than seven (7) hours per day and thirty-five (35) hours per week and who is hired for a specific period of time not to exceed three (3) months (except for Maternity Leave, which shall be for the duration of such leave as per the Employment Standards Act of Ontario) unless extended for a longer period by mutual agreement of the Employer and the Union. A temporary employee shall not accrue seniority and if they are subsequently hired as a regular full-time or regular part-time employee, they must successfully complete the requisite probationary period following which their seniority shall date from their first day of continuous employment. Temporary Employees are not to be paid fringe benefits of any kind.

A temporary Employee shall be paid the probationary rate to a maximum of one year for the position they are occupying and shall pay Union Dues.

The Employer agrees to provide the Union with the name of the temporary Employees, their start date and their anticipated termination date.

7. Student is defined as a person who is enrolled at a school, college or university, or other educational institution, or is planning to return to school in the near future.

Students may be used to fill in for Library Assistants during vacations and shall be paid at the Student rate.

Students shall not accrue seniority or be paid fringe benefits of any kind, except those specified in the Employment Standards Act of Ontario. The Employer reserves the right to pay a higher rate, depending upon qualifications and experience.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Function of the Board

Hires CEO, delegates to the CEO the authority for the organization and operation of the library and its staff, approves salary scales and union contracts, ensures the appropriate steps are in place to handle any grievances that have not been satisfactorily resolved by the grievance procedure.

2.02 CEO Responsibilities

Hires and directs all staff, adhering to board policies. May seek board input on senior staff selection. Ensures that annual performance appraisals are conducted on all staff. Negotiates salary and working conditions for staff including union contracts. Handles all grievances and keeps the board informed.

2.03 Residual Rights

All matters concerning the operations of the Employer and which are not specifically dealt with herein shall be reserved to the Employer.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 191 as the sole and exclusive Collective bargaining agent for all employees of the City of Kenora Public Library Board save and except Chief Librarian, Assistant Librarian, and students employed after school, on weekends, and during the school vacation period. This collective bargaining group is recognized by both parties as being separate and apart from that of the City of Kenora.

3.02 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of protected grounds under the *Ontario Human Rights Code*, nor by reason of their membership or activity in the Union.

Any claim that the Employer has acted in a discriminatory manner as indicated above, the following procedure will apply with respect to the filing of a grievance: Where the person involved is implicated in the grievance and this is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and 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 after thirty (30) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-laws.

6.02 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. Newly hired, terminating, laid-off and recalled employees will be identified on such a list.

6.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall indicate on the amount of union dues paid by each Union member in the previous calendar year.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or Representative will provide them with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

7.04 Training New Employees

Each staff member is a valuable knowledge resource of the library and as such is required to share that knowledge through the instruction and education of new and existing employees as needed. The Employer will train and familiarize new employees with the basic requirements of the job. The existing staff will guide new employees to carry out the duties of their new position in the orientation and training process.

ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass electronically to and from the Chairman of the Library Board or designate and the Recording Secretary of the Union or designate, with a copy to the National Representative of the Canadian Union of Public Employees.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of two (2) Representatives of the Union and two (2) Representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.02 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

10.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union Nominees to the Committee. The Employer will only be responsible for regular, straight time pay for bargaining during normal working hours of the Union Bargaining Committee. The Union agrees that when negotiations extend beyond any of the employee's normal working hours, then this additional time will be considered voluntary time and not be eligible for any compensations from the Employer.

10.02 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.03 National Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of National representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such National representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Time Off for Meeting

Any Representative of the Union on the Bargaining Committee who is in the employ of the Employer, shall have the right to attend meetings held within working hours to a maximum of three (3) days per month. No deduction will be taken from the worker's pay. The Union will reimburse the Library for the full cost of employee leave granted for such attendance.

10.06 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates and financial and actuarial information pertaining to welfare plans.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

11.02 Copies of Resolutions

Copies of all motions, resolutions and by-law or rules and regulations adopted by the Board which affect the members of this Union are to:

- 1) be forwarded to the Union and
- 2) be posted on all bulletin boards.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance is defined as any difference between the Employer and the Employee or Employees as to the interpretation, application, administration or alleged violation of the Agreement. A grievance shall specify the clause or clauses in the Collective Agreement that are alleged to have been violated.

12.02 Recognition of Union Stewards and Grievance Committee

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 shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

12.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

12.04 Grievance Committee

Shall be those elected as the Bargaining Committee.

12.05 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of their Supervisor, which permission shall be given within an hour.

12.06 Grievance Forms

All grievance forms shall contain one grievance. A written grievance shall contain a clear concise statement concerning the alleged grievance, the person involved, the date on which the alleged grievance occurred, the clause or clauses alleged to have been violated and the relief sought.

12.07 Settling of Grievances

An effort shall be made to settle grievances fairly and promptly and it is understood that an employee has no grievance until they have first given the CEO/Head Librarian the opportunity of adjusting the complaint. If an employee has a complaint, they shall: either alone or accompanied by the Steward, first take the complaint up with the CEO/Head Librarian or designate who will attempt to adjust it.

Such complaint must be submitted within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance or within fifteen (15) working days from the time when the aggrieved employee should have known of the occurrence of the event upon which the complaint is based.

The CEO/Head Librarian shall give their response to the complaint within five (5) working days and, failing settlement, it may then be taken up as a grievance within five (5) working days following the decision of the CEO/Head Librarian in the following manner:

Step 1

The employee may be accompanied by a Steward in presenting a grievance in writing to the CEO/Head Librarian.

The CEO/Head Librarian or designate shall give their reply in writing to the employee with a copy to the Union not later than five (5) working days following the receipt by the CEO/Head Librarian or designate of the written grievance.

Step 2

If a settlement satisfactory to the employee is not reached in Step 1, the written grievance may be taken by the employee with a Steward to the Library Board within five (5) working days after the receipt of the decision in Step 1 is given.

The Library Board shall render a decision in writing to the Steward not later than five (5) working days following the presentation of the written grievance to the Library Board.

12.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representatives shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. Violation of this section shall result in the grievance being forwarded to the next step.

12.09 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

12.10 Union Grievance

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee or Steward, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

12.11 Replies in Writing

Replies to grievances shall be in writing at all stages.

12.12 Grievances Settled Satisfactorily

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

12.13 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Agreement and are subject to the Grievance and Arbitration Procedures.

12.14 Facilities for Grievances

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

12.15 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

12.16 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an employee's regular day off. Failure of the employee or the Union to meet time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved employee to take the grievance to the next succeeding step, providing they present the grievance at the next step within five (5) working days

after the expiration of the said time limit. Any agreement as to an extension of time will be valid only if signed by the CEO/Head Librarian or designate and the employee or Chief Steward or designate who signed the grievance.

All time limits referred to herein are considered and acknowledged to be mandatory.

12.17 Employer Grievance

It is acknowledged that the Employer may bring forward at a meeting held with the Union any dispute with respect to the application of this Agreement which may affect the Employer, within ten (10) working days after the occurrence of the event giving rise to the complaint. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as an employer grievance and reduce to writing, and the written grievance shall be sent to the Union, with a copy to the National Servicing Representative.

If such complaint is not settled to the satisfaction of the Employer, the Union shall reply in writing to the Employer within ten (10) working days after receipt of the employer grievance.

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) working days after the receipt of the written grievance to the Union, the Employer may, within ten (10) working days, refer the grievance to arbitration in accordance with Article 13 of this Agreement. Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any employer grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 13 – ARBITRATION

13.01 Arbitration Procedure

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may, within ten (10) working days following receipt of the answer from the CEO/Head Librarian or designate, notify the Employer in writing of its desire to submit the difference or allegation to arbitration. However, it is acknowledged and understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration.

13.02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

13.03 Failure to Appoint

If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.

13.04 Single Arbitrator

Either party to this Agreement may request that the Ministry of Labour, through the Labour Relations Act, R.S.O. 1980, dated August 1981, Section 45-2 and/or 45-3; appoint a Single Arbitrator to settle any dispute arising from this Agreement.

13.05 Compensation of the Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own appointee and one-half of the fees and expenses of the Chairman or Single Arbitrator.

13.06 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

13.07 Failure to Submit to Arbitration

If the grievance is not referred to arbitration within thirty (30) days following notice to the Employer of the Union's desire to submit the difference or allegations to arbitrations, the grievance will be conclusively deemed to have been finally abandoned. Extensions to this timeline may be made by mutual agreement.

13.08 Place of Hearing

Arbitrations shall be heard in Kenora, ON.

13.09 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely directory.

13.10 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, 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 Secretary of the Union, with a copy to the employee involved. The employee's reply, if any, to such complaint, accusation or expression of dissatisfaction shall become part of their record.

14.02 Discharge Procedure

An employee who has completed their six (6) months' probationary period may be dismissed by only for just cause in the opinion of the Employer and only upon the authority of the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

14.03 Unjust Suspension or Discharge

Should it be found upon investigation prior to arbitration that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

14.04 Crossing of Picket Lines During Strike

The Employer recognizes the right of refusal of employees to cross picket lines in a legal strike and failure to cross picket lines shall not be grounds for disciplinary action.

14.05 Warning and Adverse Reports

Any adverse reports shall be removed from the employee's file after twenty-four (24) months and shall not be used against the employee after that time following suspension or disciplinary action, including letters of reprimand, or any adverse reports.

14.06 Access to Personnel File

An employee shall have the right on four (4) working days' notice to have access to review their personnel file and shall have the right to respond in writing to any documents contained therein within five (5) days. Such reply shall become part of the permanent record.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of last service in the employ of the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate on a bargaining-unit-wide basis.

For employees who work less than full-time (1,820 hours per year), seniority shall be calculated by dividing the actual hours worked by one thousand, eight hundred and twenty (1,820) hours.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15.03 Probation for Newly Hired Employees

Each newly hired full-time employee shall be on probation for a period of six (6) months from the date of hiring.

Each newly hired part-time employee shall be on probation until having completed 910 hours of service with the Employer.

During their probationary period, the employees shall be entitled to all rights and benefits of this Agreement except for reasons of discharge.

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

15.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and are not reinstated.
- 2) They resign in writing and do not withdraw within twenty-four (24) hours.
- 3) They are absent from work in excess of five (5) working days without sufficient cause or without permission of the Employer, and such permission will not be unreasonably withheld.
- 4) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.

- 5) They are laid off for a period longer than two years.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs, or a new position is created, within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all Bulletin Boards for a minimum of five (5) working days, so that all members will know about the vacancy of a new position. Positions shall be advertised within one week of vacancy.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

All Job Postings shall state "This position is open to male and female applicants".

16.03 No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully processed.

16.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer.
- 2) that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within three weeks of posting.

16.05 Successful Applicant

The successful applicant shall be notified within one week following the end of the posting period. They shall be placed on trial for a period of three (3) months conditional on satisfactory service, the employee shall be declared permanent after the period of three months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

16.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

16.07 Notification to Employer and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority.

17.02 Recall Procedure

Employees shall be recalled in the order of their seniority. The employee is responsible for providing the Employer with up to date contact information.

17.03 No New Employees

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

17.04 Advance Notice of Layoff

Unless legislation is more favourable to the employees:

- (a) Permanent or long-term layoffs (greater than thirteen weeks):
The Employer shall notify employees who are to be laid off three (3) months' notice prior to the effective date of layoff.
- (b) Short-term layoffs (less than thirteen weeks):
The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff.
- (c) If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

17.05 Continuation of Benefits

The Employer agrees to pay the full coverage for all employee benefit plans for employees laid off for periods of less than thirty (30) days. In the event of a longer layoff, employees so affected shall have the right to continue this coverage through direct payment.

17.06 Grievances Concerning Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18 - HOURS OF WORK

18.01 Normal Hours of Work

The regular work week is permanent full-time staff members shall be Monday to Saturday thirty-five (35) hours per week.

The regular work week for the permanent part-time staff members shall be up to thirty-five (35) hours per week.

Normal hours of work shall be between 8:00 a.m. and 9:00 p.m. on weekdays and between 9:00 a.m. and 5:00 p.m. on Saturdays.

A normal work day shift for a permanent full-time staff member will be between five (5) and eight (8) hours per day exclusive of a one-hour unpaid lunch period.

Evening Shifts:

- All unionized staff will work evening shifts.
- A schedule of evening shifts will be prepared at least one and one half (1 ½) months in advance for Kenora Branch staff members.
- If a permanent full-time staff member is required to work an evening shift at the branch library they will not be included in that week's rotation at the main branch of the library.
- Full-time permanent staff members will not generally be required to work more than one evening shift per week. In the event that a full-time permanent staff member comes to an agreement with management to work more than one (1) evening in a one (1) week (Monday thru Friday) shift due to the illness of a fellow staff member, the employee will be credited lieu time at the rate of time and one-half (1 ½) for the portion of the shift after 5:00 p.m. Mutually agreed upon switches between unionized staff members will not be awarded lieu time.
- Some evening shifts may require two (2) or more permanent full-time staff members working on or off site and the schedule will be established accordingly.
- The permanent part-time employee works a regularly scheduled evening shift at the Branch Library.

Saturday Shifts:

- The permanent part-time position will be required to work a regularly scheduled Saturday shift each week.
- All permanent full-time staff members will be required to work a five (5) hour Saturday shift between the hours of 9:00 a.m. and 5:00 p.m. on a rotation basis.
- No meal break is provided during a Saturday shift.
- When a permanent full-time staff member is scheduled to work on Saturday, they will be given the preceding Monday as compensating time off (7 hours) prior to the Saturday worked or an alternative date to be mutually agreed upon.

- When a permanent full-time staff member is covering Saturday shift at the Keewatin Branch Library, they will take a day off during that week as compensating time off (7 hours), or an alternative date to be mutually agreed upon.
- The permanent part-time position will be required to work a five (5) hour Saturday shift each week between the hours of 9:00 a.m. and 5:00 p.m.
- The responsibility of replacement staff shall be the sole responsibility of the supervisor.
- It is further understood that the weekend after a scheduled vacation period is a part of the vacation period.

18.02 Reporting Pay Guarantee

In the event of an employee starting work in any day being sent home, they shall be paid for the time scheduled.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

All time worked by an employee before or after their regular scheduled work day or their regular scheduled work week, or on a holiday, shall be considered overtime.

Employees working less than a seven (7) hour day shall be paid overtime once exceeding seven (7) hours per day or in excess of thirty-five (35) hours per week.

19.02 Compensation for Overtime

Employees working overtime before and/or after the regular scheduled hours shall be given compensating time off at the rate of time and one-half.

19.03 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

19.04 Sharing of Overtime

Overtime will be on a voluntary basis and if possible shared equally. In order to ensure that all employees are offered equal opportunities to work, the Employer shall comprise a list of those employees who wish to work overtime and select for overtime from such list.

19.05 Call Back Pay Guarantee

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates. They shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

19.06 Time Off in Lieu of Overtime

For overtime worked on a Sunday the staff member will get one (1) day for a Sunday, to be taken at any time subject to agreement with the Chief Librarian. Sunday time may be added on to holiday time to a maximum of five (5) days subject to scheduling.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday
National Day for Truth and Reconciliation	

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government, plus

On the last working day prior to New Year's Day the Library will close at 1:00 p.m. and no loss of pay shall occur. On the last working day prior to Christmas Day the Library will close at 1:00 p.m. and no loss of pay shall occur.

20.02 Holidays Falling on a Saturday or Sunday

Should any of the above legal holidays fall on a Saturday or Sunday, such other day as may be declared by the Government (Federal, Provincial or Municipal) shall be considered as the legal holiday.

20.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time agreed upon between the employee and Employer.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Staff

- Two (2) weeks after one (1) year.
- Three (3) weeks after three (3) years.
- Four (4) weeks after eight (8) years.
- Five (5) weeks after fourteen (14) years.
- Six (6) weeks after eighteen (18) years.

There will be an additional day for every year after nineteen (19) years of service.

If an employee starts from 1st to the 15th of the month, they will accumulate their regular holiday time for that month. If an employee starts on or after the 16th of the month, they will not accumulate vacation time for that month.

The date of hire shall determine the anniversary of vacation entitlement. One (1) week of an employee's accrued vacation may be carried over to the subsequent year.

Part Time and Term Appointment Staff

Part-time employees shall receive pro-rata for vacation payment. Progression on the grid for part-time shall be calculated by their date of hire.

21.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.

21.03 Vacation Pay

Vacation pay for each week of vacation shall be at the rate of employee's regular hourly rate of pay times the number of hours vacation. The vacation pay shall include regular shift bonus, where applicable.

21.04 Vacation Pay on Termination

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 or wages in lieu of such vacation, prior to termination.

21.05 Vacation Pay on Retirement

Upon normal retirement an employee shall be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

21.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

21.07 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave verified by a doctor's certificate, 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 either be added to the vacation period or reinstated for use at a later date, at the employee's option.

21.08 Overtime Vacation Rate

No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at one and one-half (½) times the regular rate of pay plus one vacation lieu day off for each day in which they performed any work.

21.09 Vacation Schedules

All employees shall be required to request in writing and have confirmed, vacation periods before March 31st of each year. An employee may only take two weeks of vacation during the prime period between the Victoria Day long weekend and the Labour Day long weekend, local school March Break and the two week Christmas vacation. Booking such vacation is by seniority. If there remain any available un-booked weeks those weeks will be offered by seniority again once all requests are made by the deadline.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.02 Annual Paid Sick Leave

(a) Full-Time

Twenty-one (21) days' sick leave per year shall be earned by a full-time employee at the rate of one and three-quarter (1 3/4) days for every month a full-time employee is employed.

(b) Part-Time

Part-time employees shall receive sick leave benefits on a pro-rated basis.

22.03 Accumulation of Sick Leave

The unused portion of any employee's sick leave shall accrue for their future benefits. But shall accumulate to a maximum of two hundred and fifty (250) days only. An employee will be entitled to the foregoing accumulation of sick leave credits provided they have worked more than half of the working days in any calendar month, unless the absence is by reason of annual vacation or under circumstances which entitle them to Workers' Compensation.

22.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of their family, an employee shall be entitled, after notifying their supervisor, to use a maximum of five accumulated sick leave days per illness for this purpose.

22.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. When an employee is absent due to illness during any part of a shift, sick leave will be deducted on an hourly basis, i.e., for each completed hour of absence.

22.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

Should an employee be requested for a certificate, the employer shall pay for the cost of the first certificate in any calendar year.

22.07 Sick Leave Records

A record of unused sick leave will be kept by the Employer. Sick leave credits will be indicated on each pay stub.

22.08 Payment for Unused Sick Leave on Termination/Retirement of Employment

An employee having accrued sick leave to their credit shall, upon retirement, receive an allowance in lieu thereof equal to fifty (50) percent (to a maximum of two hundred (200) days) of such credit at the rate of pay effective immediately prior to retirement.

An employee having accrued sick leave to their credit, shall upon termination receive an allowance in lieu thereof equal to twenty-five (25%) percent (to a maximum of two hundred (200) days) of such credit at the rate of pay effective immediately prior to termination.

Employees hired after January 1, 2004 shall not be eligible for this benefit.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

23.02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

23.03 Leave of Absence for Union Functions

In case any member of this Union is appointed a delegate to attend conventions in connection with the Union's affairs, they shall be granted leave of absence without pay to attend same. The Union will reimburse the Library for the employee leave granted for such attendance at full cost.

23.04 Wages and Benefits During Negotiations

Employees will be paid regular wages and benefits while in negotiations with the Employer or while on leave of absence for Union functions as per clauses 23.01 above, but the Employer will "bill the Union" for the cost of such time off and the Union shall reimburse the Employer for all time during leave of absence.

23.05 Paid Bereavement Leave

An employee shall be granted a minimum of five (5) consecutive days' leave without loss of pay and benefits in the case of death or serious illness of a parent(step), wife, husband, common-law spouse, brother(step), sister(step), child(step), fiancée, mother-in-law, father-in-law, grandparent, grandchild, three (3) days for aunt, uncle, sister-in-law, brother-in-law, former guardian or any relative who has been residing in the same household, or any other relative for whom an employee is required to attend, and/or administer bereavement responsibilities. If additional time is required for extenuating circumstances, time off without pay can be requested.

23.06 Mourner's Leave

One (1) full day leave shall be granted without loss of salary or wages to attend a funeral/celebration of life as a pallbearer or mourner. Such leave to be granted at the discretion of the Employer and will not be unreasonably withheld.

23.07 Service Requirements for Maternity Leave

An employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

23.08 Maternity and Parental Leave

Pregnancy and parental leave will be granted in accordance with the Employment Standards Act, 2000.

- a) An employee wishing to request pregnancy and/or parental leave shall provide their immediate supervisor as much advance notice as possible, with a maximum of four (4) weeks written notice before the date on which the leave is to begin.

For those requesting a pregnancy leave, a medical certificate outlining the employee's expected due date is required.

- b) An employee on pregnancy and/or parental leave shall not accrue sick leave credits during the period of absence.
- c) An employee on pregnancy/parental leave shall accrue vacation time and vacation pay. Vacation earned while on leave may be taken prior to the employee's return provided it is approved by their direct supervisor.
- d) The Employer will pay a top-up equal for maternity leave to the difference between the employment insurance benefit and 75% of the employee's regular pay in accordance with ESA (return for service contract will be required).
- e) Employees wishing to change the return date of their leave are required to provide the Employer four (4) weeks' written notice prior to the new end date of the leave if it is earlier than the original date, or four (4) weeks prior to the previous end date if the new date is later.

- f) Seniority credits shall continue to accumulate during such leave of absence.
- g) Upon return from such leave of absence the employee shall be reinstated to their former position if available, or given a comparable position at not less than their wages when they began their leave of absence.

23.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

23.10 Education Leave

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications for the Library.

23.11 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer

23.12 Conference Leave

An employee will be paid regular salary or time off and benefits for all time spent including travel time, attending a conference, meeting or workshop when attendance has been approved in advance by the Librarian.

Travel Expense Policy

The Library Board has established a Travel Expense Policy to cover expenses incurred by Board and/or Library Staff members who are travelling on official library business. No Board or Staff member is expected to be out of pocket for reasonable expenses, but it is expected that actual expenses be claimed, not the full daily allowances.

23.13 Leave of Absence for Emergencies

Employee may receive up to two (2) days' leave in the case of an emergency, at the discretion of the Head Librarian, subject to scheduling. More than two (2) days must have the Board's approval.

NOTE: Vacation time should be used before such other leave is granted.

23.14 Conferences and Workshops

Should the Employer request an employee to attend a conference, seminar, workshop or the like on behalf of the Employer, then such cost of attendance shall be paid by the Employer, in accordance with Employer's Policies.

Should an employee be required to attend such conferences on their days off, then upon return from such functions the employees will be granted one (1) working day off with pay for each of the employee's off-days used to attend such functions.

23.15 Role of Seniority During Leave of Absence

Seniority of permanent employees will continue to accumulate during leaves of absence of thirty (30) days or less. In the case of a leave of absence without pay, which exceeds thirty (30) days, seniority of permanent employees will be frozen for the duration of the leave of absence.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. If the normal pay-day falls on a Statutory Holiday, employees will be paid on the preceding business day. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

24.02 Equal Pay for Equal Worth

Employees shall receive equal pay for equal worth, regardless of sex.

24.03 Mileage Allowance

Mileage rates paid to an employee using their own vehicle for the Employer's business shall be as per City of Kenora mileage rate.

24.04 Premium Pay

During the absence(s) of management staff of one (1) full day or more, the employee designated as Supervisory Relief shall be paid fifteen percent (15%) premium of the employee's regular hourly rate. This premium is not applicable for employees working the Saturday shift.

24.05 Parking

Kenora Branch

1. Three thousand five hundred dollars (\$3, 500.00) per year shall be allocated for the purpose of defraying parking expenditures. The cash allotment shall be divided equally amongst the full-time employees.
2. Where an employee is leasing a parking space, the employee shall produce an invoice to the employer for payment. This space shall be considered one of the spaces allotted to the Branch, but it shall remain the personal parking space of the employee. Invoices can be submitted for payment on a monthly, bi-annual or annual basis.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The Employer agrees to draw up duties for all positions and classifications for which the Union is bargaining agent. These duties shall be presented to the Union and shall become the recognized job duties unless the Union presents written objection within thirty (30) days.

Shared duties of all staff is the performance of emergency or unplanned duties which must be considered within the intent of the job description.

25.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior consultation and agreement between the Employer and the Union. If no agreement can be reached then the matter will be subject to grievance and arbitration procedure for settlement.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Hospital and Medical Insurance

Effective the date of ratification, the plans shall cover each employee and eligible dependants as defined in the plan.

The Employer shall pay one hundred percent (100%) of the monthly cost of the Carrier Extended Health Care Plan, including Generic Drugs.

The Employer shall administer the Carrier Comprehensive Dental Plan and the premium shall be paid one hundred percent (100 %) by the Employer. The Dental Plan will include a provision for recall appointments every nine (9) months. The ODA rate shall be the current ODA rate.

The Employer shall pay one hundred percent (100%) of the monthly cost of the Carrier Semi-Private Hospitalization Plan.

The Employer will provide one hundred percent (100%) dependant coverage to employee family members.

The Employer shall administer a Carrier Vision Care Family Plan, which will provide coverage of three hundred dollars (\$300.00) every twenty-four (24) consecutive months and to include coverage for vision exams. The premium shall be paid one hundred percent (100%) by the Employer.

The Employer shall provide coverage of six hundred dollars (\$600.00) per thirty-six (36) months for Hearing Aids.

The Employer shall pay the full cost of the above Plans in cases of layoffs or unpaid absence for a period of ninety (90) days.

In cases of layoffs or unpaid leaves of absence in excess of ninety (90) days, any full-time or regular part-time employee may continue coverage by paying the full cost of the Plan to the Employer.

Regular Part-Time Employee Benefits

Regular part-time employees shall receive the above benefits, if eligible, on a pro-rated basis.

All current part-time employees hired prior to January 1, 2004 who are currently receiving the aforementioned benefits shall continue to do so.

26.02 Benefits for Early Retirement

Where an employee elects to retire early, the Employer agrees to provide Employees who are retiring with:

Retiree Benefits – Basic Benefits as identified by the carrier:

- Basic Extended Health Benefits no paramedical
- Prescription Drugs – generic, maximum amount allowable for a Prescription Drug Dispensing Fee is \$8.00 per prescription
- Semi-Private Hospital Accommodation
- Hearing Aides up to a maximum of \$600 per 36 consecutive months
- Vision \$150 per 24 consecutive months
- Basic dental Plan #9

These benefits are available until the Employee reaches age sixty-five (65) or until their death, whichever occurs first.

The benefit outlined above will not be available through the Corporation if the retired member can receive the benefit through a subsequent employer, spouse, or through Federal or Provincial legislation.

The benefits available to these employees will be adjusted to reflect basic coverage.

26.03 Pension Plans

Every eligible employee shall join the Ontario Municipal Employee's Retirement System (OMERS). The Employer and the Employees shall make contributions in accordance with the provisions of the Plan.

26.04 Group Life Insurance

Employees shall participate in a group life and accidental death and dismemberment insurance policy equal to twice the employee's salary to the nearest one thousand dollars (\$1,000.00) to a maximum of two times (2x) annual earnings. The premium must be paid one hundred percent (100%) by the Employer.

ARTICLE 27 - SAFETY AND HEALTH

27.01 Health and Safety Committee

The Employer shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the protection of employees. For this reason a Health and Safety Committee comprised of two (2) Union members and two (2) Management personnel shall be elected.

Such committee shall hold meetings as requested by the Union or by the Employer, and representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all committee meetings shall be sent to the Employer and to the Union.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Notification of Technological Change

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect if any, upon employees concerned.

Training Benefits

Where the Employer determines that new or greater skills are required than are already possessed by affected employees under the present method of operation, an employee so affected shall be trained at the expense of the Employer. Such expenses shall include transportation, tuition, books, meals and accommodations.

The Employer will decide the location and appropriate course to be taken. The employee will be given a period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the new method of operation. If the appropriate skill has not been acquired within the course time, the employee shall be subject to layoff proceedings under the Collective Agreement and the position shall be posted as per the Collective Agreement.

There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

ARTICLE 29 - JOB SECURITY

29.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently being performed by the employees shall not be contracted out, in whole or in part, to any other plant, person, company, or non-unit employee.

ARTICLE 30 - UNIFORM AND CLOTHING ALLOWANCE

30.01 Supply of Work Clothing

The Employer shall provide two (2) smocks or coveralls for each permanent full-time employee at all times which are to be used when performing duties that are not considered suitable in ordinary work clothes.

The Employer shall supply two (2) additional smocks for use by the temporary employees.

30.02 Maintenance of Smocks

When required, cleaning of the smocks and/or coveralls shall be the responsibility of the Employer.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS

32.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

32.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

ARTICLE 33 - GENERAL

33.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

33.02 Replacement for Absence

The Employer will advertise for a replacement for an absence that is expected to exceed two (2) months for Maternity/Adoption Leave, Sick Leave and General Leave of Absence. By mutual agreement, advertisement for a replacement for an absence may be extended beyond two (2) months.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by October 1st in any year that it desires its termination or amendment.

34.02 Changes in Agreement

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

34.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed.

34.04 Agreement to Continue in Force

Where such notice requests revisions only, the following condition shall apply:

Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

34.05 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

34.06 Retroactivity

All future changes in the new Agreement shall be adjusted retroactively unless otherwise specified herein.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executive under the hands of the respective proper officers in that behalf:

DATED AT KENORA, ONTARIO this 7th day of January, 2026

SIGNED ON BEHALF OF:

**THE CITY OF KENORA
PUBLIC LIBRARY BOARD**

Crystal Alcock

Carmen Marginet
Carmen Marginet (Jan 7, 2026 16:55:36 CST)

:RC/COPE491

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 191**

Kristie Roussin
Kristie Roussin (Jan 7, 2026 14:10:59 CST)

[Handwritten Signature]

[Handwritten Signature]

CITY OF KENORA PUBLIC LIBRARY BOARD

SCHEDULE "A"

SCHEDULE "A"					
Classification and Wage Schedule – Library Assistant					
Hourly Rates					
Step Increments	Jan. 1/23 1.5%	Jan. 1/24 LM	Jan. 1/25 3%	Jan. 1/26 2%	Jan. 1/27 2%
Step 1 (Hire – 5459 hours)	\$28.35	\$29.65	\$30.54	\$31.15	\$31.77
Step 2 (60 mths – 9100 hrs)		\$30.87	\$31.80	\$32.44	\$33.09
Step 3 (120 mths – 18,200 hrs)		\$31.48	\$32.42	\$33.07	\$33.73
Annual Salary					
Step 1	\$51,597.00	\$53,963.00	\$55,582.80	\$56,693.00	\$57,821.40
Step 2		\$56,183.40	\$57,876.00	\$59,040.80	\$60,223.80
Step 3		\$57,293.60	\$59,004.40	\$60,187.40	\$61,388.60

:RC/COPE491

LETTER OF UNDERSTANDING

Between:

**THE CITY OF KENORA
PUBLIC LIBRARY BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 191**

RE: Use of Volunteers for the Visiting Library Service Program

The use of volunteers shall not lead to the replacement, reassignment, or layoff of bargaining unit Employees, to a reduction in their hours of work, or to the elimination of positions in the bargaining unit, nor shall volunteers perform the work of the bargaining unit staff.

Volunteers (a maximum of five) may assist with the provision of service to the community as follows:

- Volunteers will be allowed to provide book delivery to shut-ins to allow the library to provide improved and expanded home delivery service.
- The use of Volunteers will cease effective December 31, 2019. These Minutes of Settlement are without prejudice or precedent.

Dated this 7th day of January, 20 26

**ON BEHALF OF THE CITY OF KENORA
PUBLIC LIBRARY BOARD**

**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES and its Local 191**

Crystal Alcock

Kristie Roussin

Kristie Roussin [Jan 7, 2026 14:10:59 CST]

Carmen Marginet

Carmen Marginet [Jan 7, 2026 16:55:36 CST]

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:RC/COPE491