

# **COLLECTIVE AGREEMENT**

between

**The Ottawa Public Library Board**

and

**The Ottawa-Carleton  
Public Employees' Union  
Local 503, Library Group**

*in affiliation with*

**The Canadian Union of Public Employees (C.L.C.)**



*Latest Date of Ratification: September 14, 2009  
Effective: January 1, 2009 to December 31, 2011*



<b>ARTICLE 8.....</b>	<b>24</b>
PENSION.....	24
<b>ARTICLE 9.....</b>	<b>24</b>
PROBATION PERIOD .....	24
<b>ARTICLE 10.....</b>	<b>25</b>
SENIORITY.....	25
10.2 Accumulating Seniority .....	26
*10.3 Frozen Seniority.....	26
*10.4 Losing Seniority.....	26
*10.5 Seniority Lists .....	27
10.6 Definition of Continuous Service .....	27
<b>ARTICLE 11.....</b>	<b>27</b>
PROMOTIONS AND TRANSFERS.....	27
<b>ARTICLE 12.....</b>	<b>29</b>
LAYOFF AND RECALL.....	29
<b>ARTICLE 13.....</b>	<b>30</b>
UNION REPRESENTATION .....	30
<b>ARTICLE 14.....</b>	<b>31</b>
GRIEVANCE PROCEDURE .....	31
<b>ARTICLE 15.....</b>	<b>33</b>
ARBITRATION PROCEDURE – GRIEVANCES .....	33
<b>ARTICLE 16.....</b>	<b>34</b>
UNION SECURITY .....	34
<b>ARTICLE 17.....</b>	<b>35</b>
BENEFITS .....	35
*17.1 Benefits .....	35
17.2 Eligibility .....	35
*17.3 Restriction and Limitations.....	35
17.4 Premiums .....	36
17.5 Extended Health Care .....	36
17.6 Dental Plan.....	36
17.7 Basic Life Insurance and Accidental Death and Dismemberment. ....	37
17.8 Long Term Disability.....	37
17.10 Benefits for Continuous Employees Working Beyond Age Sixty-Five (65) .....	39
17.11 E.I. Reductions.....	39
<b>ARTICLE 18.....</b>	<b>40</b>
LABOUR MANAGEMENT COMMITTEE .....	40

<b>ARTICLE 19.....</b>	<b>40</b>
PERSONNEL FILES .....	40
19.1    Access .....	40
19.2    Discipline .....	40
<b>ARTICLE 20.....</b>	<b>41</b>
SALARIES .....	41
<b>ARTICLE 21.....</b>	<b>42</b>
JOINT OCCUPATIONAL HEALTH & SAFETY .....	42
<b>ARTICLE 22.....</b>	<b>43</b>
JOB SECURITY .....	43
<b>ARTICLE 23.....</b>	<b>44</b>
ACTING PAY .....	44
<b>ARTICLE 24.....</b>	<b>45</b>
ORGANIZATIONAL OR TECHNOLOGICAL CHANGES.....	45
<b>ARTICLE 25.....</b>	<b>46</b>
GENERAL.....	46
*25.1    Automobile Allowance .....	46
*25.2    Uniforms and Protective Footwear .....	47
25.3    Number or Gender .....	47
25.4    Legal Protection .....	47
*25.5    Job Evaluation/Pay Equity .....	47
*25.6    OC Transpo Ecopass.....	48
*25.7    Bulletin Boards .....	48
<b>ARTICLE 26.....</b>	<b>48</b>
CATEGORIES OF EMPLOYEES.....	48
<b>ARTICLE 27.....</b>	<b>49</b>
SEVERANCE PROCEDURE .....	49
<b>ARTICLE 28.....</b>	<b>49</b>
COLLECTIVE AGREEMENT VARIATIONS SPECIFIC TO CASUAL EMPLOYEES .....	49
<b>ARTICLE 29.....</b>	<b>52</b>
DURATION OF AGREEMENT .....	52
<b>* ARTICLE 30 .....</b>	<b>53</b>
PROVISIONS FOR LIBRARIANS .....	53
<b>APPENDIX A .....</b>	<b>56</b>
SENIORITY DOVETAILING CALCULATION .....	56

<b>* APPENDIX B</b> .....	<b>57</b>
AVERAGE WORKING DAY FORMULA .....	57
<b>APPENDIX C</b> .....	<b>59</b>
SCHEDULING PROCEDURE FOR REPLACEMENT/ADDITIONAL HOURS .....	59
<b>* APPENDIX D</b> .....	<b>60</b>
CLASSIFICATION AND SALARY SCALES .....	60
<b>* APPENDIX E</b> .....	<b>61</b>
LIST OF CLASSIFICATIONS .....	61
<b>* APPENDIX F</b> .....	<b>63</b>
SALARY SCALES .....	63
<i>Effective January 1, 2009</i> .....	63
<b>* APPENDIX F</b> .....	<b>66</b>
SALARY SCALES .....	66
<i>Effective January 1, 2010</i> .....	66
<b>* APPENDIX F</b> .....	<b>69</b>
SALARY SCALES .....	69
<i>Effective January 1, 2011</i> .....	69
<b>* APPENDIX G</b> .....	<b>72</b>
TEMPORARY VACANCIES .....	72
<b>LETTER OF UNDERSTANDING #1</b> .....	<b>75</b>
“HALF-TIME” EMPLOYEES .....	75
<b>* LETTER OF UNDERSTANDING #2</b> .....	<b>76</b>
FORMER SICK LEAVE BANKS .....	76
<b>* LETTER OF UNDERSTANDING #3</b> .....	<b>78</b>
PAY .....	78

## ARTICLE 1

### **RECOGNITION**

- \* 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Ottawa Public Library Board save and except Managers and those persons above the rank of Manager, Planning Consultants, three (3) Administrative Assistants to the City Librarian and one (1) Administrative Assistant per Division Manager, and any other persons excluded under the provisions of the *Ontario Labour Relations Act*.

#### **Clarity Note**

With respect to the creation of any new position of "Manager", the Parties agree that a position that meets the following criteria shall be excluded from the bargaining unit:

- a) a manager of any new library branch or branches; and/or
- b) a person excluded from the bargaining unit under the provisions of the *Ontario Labour Act*.

## ARTICLE 2

### **RESPONSIBILITY OF THE EMPLOYER**

- \* 2.1 The Employer agrees not to interfere with the rights of its employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint, intimidation, bullying and coercion by the Employer, or any of its representatives against any employee because of Union Membership, or against any union representative because of Union activity within the provisions of this Collective Agreement.
- 2.2 The Employer agrees that there shall be no lockout of employees during the operation of this Collective Agreement.
- 2.3 The Employer agrees that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, political and religious affiliations or handicap. The above-noted grounds shall be as they are defined in the Ontario Human Rights Code, R.S.O. 1990.

- 2.4 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it, and each of its duly authorized representatives, will observe the provisions of this Agreement.
- 2.5 The Employer agrees that any public reports or recommendations to be made to the Board dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the Union Office, prior to the public report or recommendation being dealt with by the Board, so as to afford the Union reasonable opportunity to consider them, and if necessary to make its views known to the Board. The Employer also agrees to provide the Union with all public reports and public recommendations to be dealt with by the Board at the same time as they are sent to the members of the Board. Should the Union not make its views known prior to the Board dealing with the report or recommendation, this shall not be construed as concurrence by the Union with the report or recommendation.
- 2.6 The Employer agrees to recognize the Union's Labour Representatives.

### ARTICLE 3

#### **RESPONSIBILITY OF THE UNION**

- 3.1 The Union agrees that it will not intimidate or coerce employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.
- 3.3 The Union agrees that there shall be no strike or other cessation of work during the operation of this Collective Agreement.
- 3.4 The Union agrees that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, political and religious affiliations or handicap. The above-noted grounds shall be as they are defined in the Ontario Human Rights Code, R.S.O. 1990.
- 3.5 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees

represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.

- 3.6 The Union agrees that it will consider any public reports or recommendations to the Board dealing with matters covered by this Agreement or concerning the Union or its members and to express its opinion before the matter is to be dealt with by the Board when the Union deems it necessary to do so.
- 3.7 The Union recognizes that subject to the provisions of this Agreement, it is the right and obligation of the Employer to:
- (a) Hire, promote, direct, transfer, demote, lay-off, retire, rehire employees, schedule work, classify positions, maintain order and efficiency.
  - (b) Suspend, discharge or otherwise discipline employees for just cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in this Agreement.
  - (c) Make and alter, from time to time, reasonable rules and regulations to be observed by the employees, operate and manage its library system in accordance with its obligations, commitments and responsibilities. Decide on the number of employees needed by the Board at any time, use improved methods, machinery and equipment, exercise responsibility for jurisdiction over all operations, buildings, machinery, tools and employees.

## ARTICLE 4

### **HOURS OF WORK**

#### 4.1 Reporting

Employees will not be required to report to work at a location that is more than thirty-five (35) km from their substantive work location unless the employees agree to do so. This does not apply to attending meetings or training sessions and situations where the work has been relocated.

\*4.2 Flexible Working Hours/Compressed Work Week

- \* (a) Flexible/compressed working hours may be introduced provided that:
  - (i) The normal daily working hours for all employees fall between the hours of 7:00 a.m. and 9:30 p.m.
  - (ii) These hours be consecutive and do not exceed the normal hours of work defined in clause 4.3 below.
  - (iii) The schedule is mutually agreed upon between the employee and the Employer.
- \* (b) An employee's request to work on a compressed workweek is subject to mutual agreement between the employee and the Employer.

\*4.3 Standard Hours of Work

\*4.3.1 Non Public Service Staff

- \* (a) The normal hours of work for full-time employees shall be seven (7) hours a day and thirty-five (35) hours per week, scheduled between 7:00 a.m. and 5:00 p.m. Monday through Friday.

The normal hours of work for part-time employees may be up to eight (8) hours a day.

- (b) In order to address traffic concerns, it is agreed that hours of work for Materials Delivery employees will be scheduled between the following hours:

Monday to Saturday: 7:00 a.m. to 5:30 p.m.

\*4.3.2 Public Service Staff

The normal hours of work for full-time employees shall be seven (7) hours a day and thirty-five (35) hours per week, scheduled between 9:00 a.m. and 9:15 p.m., Monday through Saturday.

The normal hours of work for part-time employees may be up to 8 hours a day.

\* 4.4 Minimum Shift

- (a) Part-time and/or full-time employees working fewer than thirty-five (35) hours a week may be scheduled for shifts of less than seven (7) hours but in all events shall be paid a minimum of three and one half (3 ½) hours per shift.
- \* (b) Where an employee has been scheduled a minimum shift or greater on a given day, an offer of additional or replacement hours on the same day may be less than 3.5 hours. It is understood that the offer of such additional hours does not have to be at the same location.

Additional work is defined as hours not regularly scheduled but offered to cover increased workload due to conditions such as:

- Emergencies, civic or branch related
- Library system failure
- Increased volume of work due to long weekends.

Replacement hours are hours offered to replace permanent employees who are absent under the terms of the collective agreement or unable to perform their regular duties due to other work commitments.

4.5 (a) Evening and Saturday Work

Full-time public service employees may be required to work two (2) evenings per week and two (2) Saturdays out of four (4) Saturdays.

It is understood that part-time employees may be required to work more than the minimum applicable to full-time employees.

(b) Sunday Work

It is recognized that Sunday work is a recurring need to be deemed as excluded from the regular workweek and does not have to be scheduled in accordance with Appendix C. Sunday work shall be scheduled as follows:

- Full-time public service employees may be required to work one (1) Sunday out of six (6) Sundays.
- Part-time Public Service employees may be required to work more than the minimum applicable to full-time employees.

An employee who is required to work on Sunday shall be paid at time and one-half (1 ½) their regular hourly rate of pay for all overtime hours if their hours of

work exceed thirty-five (35) hours in that week. For calculation of hours worked in a week, the week begins on Monday and ends on Sunday.

\* 4.6 Posting of Work Schedules and Shift Changes

- (a) Work schedules covering an eight (8) week period will be posted two (2) weeks in advance. Employees wishing to alter hours of duty must have the approval of their Manager or designate.
- (b) Except in cases of emergency, employees shall be given reasonable advance notice (24 hours) of changes in timetables.

\* (c) Shift Exchanges

The Employer shall not unreasonably deny requests by employees to exchange shifts with other employees provided that:

- Employees are of the same classification and Branch,
- Exchanges do not result in additional costs to the Employer and,
- Shifts are for the same duration.

Approval for each shift exchange will be sought from the employee's Manager or designate at least twenty-four (24) hours prior to the start of the shift.

4.7 Split Shifts

There shall be no split shifts, unless mutually agreed upon by the Employer, the employee and the Union.

4.8 Lunch, Dinner and Break Periods

Lunch and dinner breaks are taken on the employee's own time and scheduled at the discretion of the Supervisor. An employee's request regarding the length of his/her lunch or dinner break (½ hour or 1 hour) will not be unreasonably denied.

Paid breaks, not exceeding fifteen (15) minutes, will be arranged and taken in the morning and in the afternoon, or in the afternoon and in the evening.

Lunch, dinner and break periods will be allocated as per the chart below:

<b>LENGTH OF SHIFT*</b>	<b>BREAKS (15 minutes, paid)</b>	<b>LUNCH / DINNER (Non-paid)</b>
Up to and including 5 hours**	1	N/A
More than 5 hours and less than 6 hours	1	½ hour or 1 hour
6 hours or more	2	½ hour or 1 hour

\* A shift is the number of continuous hours worked.

\*\* Should a five (5) hour shift span a lunch or dinner period, a fifteen (15) minute unpaid break may be added to the fifteen (15) minute paid break. It is understood that the five (5) hour shift will be extended by fifteen (15) minutes.

## ARTICLE 5

### OVERTIME

#### \*5.1 Overtime

##### \*(a) (i) Full time Employees

No employee shall work overtime unless authorized by the Manager or designate. Overtime shall be defined as time worked in excess of seven (7) hours per day and thirty-five (35) hours per week.

##### (ii) Part time Employees

No employee shall work overtime unless authorized by the Manager or designate. Overtime shall be defined as time worked in excess of eight (8) hours per day and thirty-five (35) hours per week.

(b) No employee shall be required to exceed thirty-two (32) overtime hours in any bi-weekly pay period. It is recognized, however, that the limitation of thirty-two (32) overtime hours may be exceeded in those situations where it is deemed that an emergency exists which requires the employee to exceed the overtime limit.

- (c) All employees who work overtime shall be paid one and one-half (1½) times their regular hourly rate of pay for all overtime hours.
- (d) If overtime is not consecutive with normal hours, the employee shall receive a minimum three (3) hours pay at the overtime rate.
- \* (e) Time Off in Lieu of Overtime

An employee may request time off in lieu of overtime, such time off to be calculated at the overtime rate for each hour of overtime worked. Such time off shall be taken at a time mutually agreed to by the employee and the Manager or designate. Lieu time must be taken in the calendar year in which it was earned. Any unused lieu time will be paid by the end of January of the following calendar year. Such request shall not be unnecessarily denied.
- (f) Overtime work shall be on a voluntary basis for all employees. If there are no volunteers, the Employer has the right to require employees to work overtime based on reverse order of seniority. This clause is not applicable for Sunday.

## ARTICLE 6

### LEAVE

#### \*6.1 Vacation Leave

- (a) The vacation year is from January 1 to December 31. Although it is intended that vacation credits accumulated during the year should be taken by December 31 of that year, up to five (5) days of annual leave may be carried over to the following year.

This provision does not apply to part-time employees.

- (b) After one year of continuous service, application may be made to carry over vacation credits in excess of five (5) days beyond the December 31 deadline but in no case may the vacation credits carried over exceed the total number of days leave earned in that year. This application must be made in writing by October 1 to the appropriate Manager, stating the reason for the carryover.

This provision does not apply to part-time employees.

- (c) Employees' vacation preferences for the period June 1 to December 31 shall be communicated to the Employer, in writing, no later than March 1, and for the period of January 1 to May 31 shall be communicated to the Employer, in writing, no later than September 1. The Employer shall confirm the vacation timetable by March 15 and September 15. Preference in choice of vacation dates will be determined on the basis of seniority within the Branch/Department.

Vacation requests received after the deadline as outlined above shall be considered on a first come, first-served, basis. Such requests shall not be unreasonably denied.

- (d) A full-time employee earns but is not entitled to receive vacation leave with pay during the first three (3) months of employment. After one year of continuous service, an employee may be granted vacation leave in excess of the earned credits to the extent of credits that will accumulate to the end of the current vacation year.
- (e) To ensure the Library continues to operate in the best interest of the public during staff vacations, each Manager must ensure that:
  - (i) The vacation schedule is arranged so as to require a minimum number of replacements.
  - (ii) A representative complement of professional, supervisory, support and clerical support workers is on duty at all times.
- \* (f) If an employee has taken more leave than the employee has earned at the time when the employee's services are terminated for a reason other than redundancy, layoff, or death, the salary over-payment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer. The Employer shall be deemed to be authorized pursuant to the *Employment Standards Act, 2000* to make deductions from the employee's pay cheque in order to recover the overpayment, provided the employee has agreed in writing to a reasonable re-payment schedule.
- (g) When the employment of an employee terminates for any reason and the employee has accumulated, but unused, vacation leave, the employee or the estate of the deceased employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment.
- (h) Only employees from the former Ottawa Public Library who have completed fifteen (15) consecutive years of service from the employee's last date of hire up to and including December 31, 2003 shall be entitled to

a twenty (20) year service leave of twenty-two (22) consecutive paid days to be taken no later than one (1) year before their retirement date. Public holidays falling during the twenty (20) year service leave will extend the leave with pay by the number of public holidays included. Requests for the use of leave must be submitted to the appropriate Manager, at least three (3) months in advance, and such requests shall not be unreasonably denied. The salary paid during the service leave will be based on the employee's regular position.

- (i) Employees of all former library systems will have their yearly vacation entitlement calculated under the terms and conditions of their respective former Collective Agreement. If it is determined that an employee has a greater vacation entitlement than the entitlement outlined in clauses 6.1.1 – Vacation Entitlement – Full-Time Employees and 6.1.2 – Vacation Entitlement – Part-Time employees, the employee's vacation entitlement will be grand-fathered until their vacation entitlement falls within the entitlement as outlined in clauses 6.1.1 and 6.1.2 below.

#### \*6.1.1 Vacation Entitlement – Full-Time Employees

Vacation leave shall be earned and granted to all full-time employees who have passed probation at the following rates:

- (a) Upon hiring, all employees on the regular payroll shall be entitled to an annual vacation of fifteen (15) days with pay, accumulated at the rate of one and one-quarter working days for each month worked.
- (b) After five (5) years of continuous service, all employees shall be entitled to an annual vacation of twenty (20) working days accumulated at the rate of one and two-thirds working days for each month worked.
- \* (c) After seventeen (17) years of continuous service (Effective Jan. 1, 2010 sixteen (16) years), all employees shall be entitled to an annual vacation of twenty-five (25) working days accumulated at the rate of two and one-twelfth (2 1/12) working days for each month worked.
- \* (d) After twenty-five (25) years of continuous service, (Effective Jan. 1, 2010 twenty-four (24) years) all employees shall be entitled to an annual vacation of thirty (30) working days accumulated at the rate of two and one-half (2 1/2) working days for each month worked.

**\*6.1.2 Vacation Entitlement – Part-Time Employees**

In lieu of paid vacation leave, vacation pay based on gross earnings and paid bi-weekly shall be provided to employees in accordance with the following schedule:

- (a) 6% upon hiring
- (b) 8% after five (5) years but less than seventeen (17) years of continuous service (Effective Jan. 1, 2010, sixteen (16) years)
- \* (c) 10% after seventeen (17) years (Effective Jan. 1, 2010, sixteen (16) years) but less than twenty-five (25) years of continuous service (Effective Jan.1, 2010, twenty-four (24) years)
- \* (d) 12% after twenty-five (25) (Effective Jan. 1, 2010, twenty-four (24) years) years of continuous service

Part time employees shall be entitled to take leave of absence without pay of up to an amount of time equal to one week for each 2% vacation pay entitlement per year.

A part time employee shall accumulate seniority during the vacation leave. In calculating seniority, the Employer shall apply the average working day formula.

**6.2 Income Protection Plan**

- 6.2.1 (a) Full-time employees who have completed three (3) months of continuous service and who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the chart below:

<b>Length of Service</b>	<b>Full Salary (Weeks / Days)</b>		<b>66 2/3 Salary (Weeks / Days)</b>	
Less than 3 months	0	0	0	0
3 months but less than 6 months	0	0	17	85
6 months but less than 1 year	1	5	16	80
1 year but less than 2 years	2	10	15	75
2 years but less than 3 years	3	15	14	70
3 years but less than 4 years	4	20	13	65
4 years but less than 5 years	5	25	12	60
5 years but less than 6 years	7	35	10	50
6 years but less than 7 years	9	45	8	40
7 years but less than 8 years	11	55	6	30
8 years but less than 9 years	13	65	4	20
9 years but less than 10 years	15	75	2	10
10 years and over	17	85	0	0

- (b) An employee's entitlement to any particular level of benefit in accordance with the schedule set out in (a) above shall be based on the employee's length of service with the Employer.
- (c) Occurrence of Public or Declared Holidays during an employee's absence on Income Protection Plan shall not reduce an employee's number of days of IPP eligibility.
- (d) The applicable number of weeks of IPP benefits at full salary (100%) shall be available only once in any calendar year.
- (e) Part-time employees with a weekly average of fourteen (14) hours, calculated using the Average Working Day formula for one week, who are unable to perform their duties due to non-occupational illness or injury shall be entitled to Income Protection for the scheduled hours in accordance with the schedule listed in 6.2.1 (a) for full-time employees.

#### \*6.2.2 Medical Certification

- (a) Employees who are entitled to leave of absence on account of non-occupational illness or injury may obtain it on production of satisfactory application, through their Manager. Each employee who is absent for a period of more than four (4) consecutive working days shall file with the application a satisfactory certificate from a qualified medical practitioner. A diagnosis shall not be required on such medical certificate. Each employee shall be allowed, if qualified, to apply for this leave of up to four (4) consecutive working days without a doctor's certificate provided that the total number of such uncertified days in any calendar year shall not exceed ten (10) days.
- (b) Employees, including employees absent as a result of an industrial accident, will be required to produce any medical certificate necessary within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every twenty (20) days thereafter, unless the Manager is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.
- (c) If it should appear that any employee is making too frequent application for this leave, or that the correctness of a certificate is questionable, the matter shall be referred to the appropriate Division Manager for investigation and report.

- (d) A qualified medical practitioner shall include but is not limited to a general practitioner, nurse practitioner, medical specialist, psychiatrist, oral surgeon, midwife or chiropractor.

### 6.2.3 Illness While On Vacation

While on vacation should illness or injury occur which would have required the employee to take Income Protection Plan benefits from work, that portion of vacation leave shall subsequently be cancelled and deducted from the Income Protection Plan on presentation of medical certificate(s) to the appropriate Manager.

### 6.2.4 Reinstatement of Entitlement

#### (a) Unrelated Claims

In the case of an unrelated claim, the potential seventeen (17) week period of Income Protection shall be reinstated provided an employee has returned to active employment and has worked three (3) days of work.

#### (b) Related Claims

In the case of a claim which is related to a previous claim, the potential seventeen (17) week period of Income Protection shall be reinstated provided thirty (30) days have elapsed from the cessation of the previous claim and the commencement of the related claim.

- \* 6.2.5 If the Employer has overpaid an employee under Article 6.2 – Income Protection Plan, the resulting overpayment may be recovered from the employee by the Employer as follows: The Employer shall be deemed to be authorized pursuant to the *Employment Standards Act, 2000* to make deductions from the employee's pay cheque in order to recover the overpayment provided the employee has agreed in writing to a reasonable repayment schedule.

### 6.2.6 Dental/Medical Appointments

Time off for essential dental or medical appointments may be taken during working hours; advance permission must be obtained from the immediate supervisor. The employee may make up this time or the time off may be accumulated and deducted from the IPP Plan and treated as uncertified leave.

When an employee elects to make up the time, such time shall be made up at a time that is acceptable to both the employee and the Employer.

### \* 6.3 Reporting of Absences

Leave due to non-occupational illness/injury must be reported to the Manager or designate as early as possible and within the timeframes indicated below:

- (a) For shifts beginning prior to 9:00 a.m., absences must be reported fifteen (15) minutes prior to the start of the scheduled shift.
- (b) For shifts beginning between 9:00 a.m. and 12:00 p.m., absences must be reported no later than 8:45 a.m.
- (c) For afternoon or evening shifts, absences must be reported at least two (2) hours prior to the beginning of the scheduled shift.

### 6.4 Special Leave

6.4.1 Employees may be granted up to a total of thirty-five (35) hours leave credits during a calendar year. This leave may be authorized by the Manager for the following reasons:

- (a) The unexpected or sudden illness of the employee's spouse or child and/or aging parent, which prevents the employee from reporting to duty.
- (b) Emergency situations, which prevent the employee from reporting to duty.
- (c) Medical and dental appointments for the employee's dependent child and/or aging parent.

Application for special leave for reasons not specified above shall be submitted to the relevant Manager for approval.

6.4.2 Special leave shall not be unreasonably denied.

6.4.3 Special leave will be based on the Average Working Day Formula for part-time employees.

6.4.4 Special leave is non-cumulative and may be taken on an hourly basis and in minimum units of one hour. Employees who have taken special leave may be required to produce satisfactory evidence to substantiate the reasons for the leave.

## 6.5 Bereavement Leave

In the following context, the definition of “family member” and “spouse” also includes common-law relationships, and conjugal relationships between partners of the same sex.

- (a) When a family member dies, each employee shall be entitled to leave with pay for:
  - (i) A period not exceeding four (4) consecutive working days for the death of a spouse, child, stepchild, mother, father, substitute parent, sister, brother, mother-in-law, father-in-law;
  - (ii) A period not exceeding three (3) consecutive working days for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent of current spouse, grandchild;
  - (iii) One (1) working day for the death of an aunt, uncle, niece or nephew;
  - (iv) One (1) extra working day is allowed for travel time if the distance is greater than 350 kilometers (one way).
- (b) The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when part or all of an employee’s entitlement may be requested and shall be granted at a later date in order to attend to matters related to the bereavement.
- (c) Part-time employees will be entitled to bereavement leave in accordance with clause (a) above, based on the Average Working Day Formula, provided the employee was scheduled to work and the leave falls within a seven (7) calendar day period following the death.

**The following language will govern until December 31, 2009.**

### \* 6.6 Pregnancy and Parental/Adoption Leave

- \* 6.6.1 An employee who has worked a minimum of thirteen (13) weeks, upon written request to the appropriate Division Manager, shall be granted parental leave of absence without pay for a period of up to thirty-five (35) weeks. This leave shall only be used for adoption or birth of an employee’s child. A father may take up to thirty-five (35) weeks of parental leave.

6.6.2 Employees who are on pregnancy leave as defined by the *Employment Standards Act*, shall receive a “topping up” of EI benefits to ninety-three percent (93%) of normal salary up to a maximum of fifteen (15) weeks.

6.6.3 In addition to the fifteen (15) weeks of EI pregnancy benefits, employees are eligible for up to thirty-five (35) weeks of parental benefits from EI. The Employer does not “top up” this additional EI benefit to ninety-three percent (93%) of regular pay.

6.6.4 While on parental leave of absence without pay:

- (a) The employee shall accumulate service and seniority;
- (b) The employee’s increment date shall remain unchanged;
- (c) The employee’s benefits, as set out below, shall be maintained, provided the employee makes the necessary arrangements to pay his/her share (if any) of the premium costs:

- Extended Health Care
- Life Insurance
- Dental Insurance
- OMERS Pension

6.6.5 To cover the birth or the adoption of a child, employees may be granted up to five (5) days leave to be charged against the employee’s Income Protection Plan. This leave can be authorized by the Manager but cannot be taken in conjunction with the leave described in 6.5.1 above.

6.6.6 The employee shall be entitled to return to his/her job on completion of parental leave or earlier on submission of thirty (30) days’ written notice. The procedure to return to work is as described under the provisions of the *Employment Standards Act* with respect to pregnancy and parental leave.

6.6.7 For part-time employees, the “topping-up” of Employment Insurance benefits to ninety-three per cent (93%) of the employee’s earnings will be in accordance with the Average Working Day Formula (see Appendix B).

**\* The language below will replace current sections 6.6.1 to 6.6.7 effective January 1, 2010.**

Pregnancy and Parental /Adoption leave shall be granted in accordance with the *Employment Standards Act, 2000* except where amended by this provision.

\* 6.6.1 (a) Pregnancy Leave

A pregnant employee who has completed 13 weeks of service with the Employer shall, upon written request to their Manager, be granted a leave of absence without pay for a maximum of 17 weeks. The timing and notices related to this leave shall be as set out under the *Employment Standards Act, 2000*.

(b) Parental/Adoption Leave

An employee who has completed 13 weeks of service with the Employer and who is the parent or adoptive parent of a child, shall, upon written request to their Manager, be granted a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. This leave shall span to a maximum of 35 weeks, if the employee has taken pregnancy leave and to a maximum of 37 weeks if he/she has not taken pregnancy leave. The timing and notice provisions relating to this leave shall be as stipulated under the *Employment Standards Act, 2000*.

(c) Topping Up

- (i) An employee with a minimum of six (6) months service who is on pregnancy leave as defined by the *Employment Standards Act 2000*, shall be entitled to receive a topping up of their Employment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of seventeen (17) weeks of such leave.
- (ii) An employee with a minimum of six (6) months service who is on parental/adoption leave as defined by the *Employment Standards Act, 2000* shall be entitled to receive a topping up of their Employment Insurance benefits to a maximum of ninety-three percent (93%) of their normal wage for a maximum of twelve (12) weeks of such leave
- (iii) In order to receive this top-up pursuant to (i) or (ii) above, the employee must qualify for and be in receipt of Employment Insurance benefits. This topping-up arrangement is subject to the approval of Human Resources Development Canada.
- (iv) For part-time employees with at least 12 months of continuous service and who have completed their probationary period, the "topping up" of Employment Insurance benefits to ninety-three percent (93%) of the employee's earnings will be in accordance with the Average Working Day Formula (See Appendix B)

(d) Benefit Entitlements During Pregnancy and/or Parental/Adoption Leave

Employees who are eligible for Pregnancy and/or Parental/Adoption leave as defined above, shall:

- (i) Continue to accumulate service and seniority for the duration of the leave;
  - (ii) Retain their increment date;
  - (iii) Retain their enrolment in the following Benefit Plans provided the employee makes necessary arrangements to pay their share of the premium costs where applicable:
    - Extended Health Care
    - Dental Insurance
    - Group Life Insurance
    - OMERS Pension
- (e) The employee shall be entitled to return to his/her job upon the completion of Pregnancy and/or Parental/Adoption Leave, in the same manner as provided by the *Employment Standards Act, 2000* for an employee on Pregnancy and/or Parental/Adoption Leave under this legislation.
- (f) It is understood and agreed that an employee is not entitled to income protection plan benefits while on pregnancy or parental/adoption leave.
- (g) To cover the birth or adoption of a child, employees may be granted up to five (5) days leave to be charged against the employee's income protection plan. This leave can be authorized by the Manager but cannot be taken in addition to the leave described in paragraphs (a) to (f) of this Clause.

6.7 Leave for Collective Bargaining

The Employer shall grant leave of absence with pay to three (3) employees selected by the Union to serve on the negotiating team. The Employer shall pay for time spent in negotiations as scheduled by the parties. Leave for collective bargaining will not be considered as leave for Union business.

\* 6.8 Leave of Absence for Union Members

(a) Leave to Attend Union Conventions

Subject to operational requirements, the Employer shall grant reasonable leave of absence with pay to Union delegates to attend the convention of the following:

- Canadian Labour Congress
- Canadian Union of Public Employees
- Ontario Division of CUPE
- Ontario Federation of Labour

The Union will notify the Manager of each delegate at least twenty (20) days prior to the date that delegates will be leaving to attend the convention. A copy of this notification will be provided by the Union to the Division Manager, Planning & Governance.

(b) Leave for Union Business

Subject to operational requirements, the Employer shall grant reasonable leaves of absence with pay to representatives of the Union from within the bargaining unit elected or appointed by the membership to a maximum total of one hundred and ten (110) working days in a calendar year. Individual use of such leave shall be capped at twenty-five (25) days. Leave for union business shall be granted by the Employer upon a written request from the Union. Requests shall be submitted in a businesslike and timely fashion, at least forty-eight hours (48) in advance of the requested absence.

The individual cap may be exceeded at the discretion of the Employer upon application from the President. This leave relates solely to the affairs of the Union. Leave to attend grievance and arbitration hearings will not be included in the above-mentioned totals.

(c) Reimbursement by the Union

The Union shall reimburse the Employer for the costs of such absences as set forth in subsections (a) and (b) above.

\* (d) Leave for Full-time Elected or Appointed Union Position

The Employer recognizes that when an employee is elected or appointed to a full-time Union office, the Employer shall grant leave of absence under Article 6.9 Leave without Pay, for up to three (3) years, and upon

returning to his/her former position, at the end of such leave, the employee will be given credit for past service. Should the employee's position be declared redundant during the period of leave, the employee shall be granted his/her rights under Article 24 – Organizational or Technological Changes at the end of his/her leave period.

## 6.9 Leave Without Pay

- (a) Subject to operational requirements, reasonable leave without pay may be granted by the Employer upon a written request by the employee to the Manager, stating the reasons for the request.
- (b) An employee on leave without pay shall:
  - (i) Accumulate seniority for the first month and retain the employee's seniority thereafter;
  - (ii) Retain the increment date unchanged for the first month and then have it adjusted to reflect the period of absence exclusive of the first month thereafter;
  - (iii) Continue to receive the Employer's contribution to the pension, insured health and insured benefit plans for the first month (providing the employee pays his/her share if any) and remain in any or all of the above-noted thereafter providing the employee makes the necessary arrangements to pay the full costs;
  - (iv) Continue to earn vacation leave for the first month of the leave and retain the employee's credits for the remainder of the leave.
- (c) In cases of educational or professional training leave and if a course is of direct benefit to the Library, the Employer may consider paying the salary or part thereof and the full tuition costs or part thereof. In such cases, the employee will not be considered on a leave without pay and may be required to give assurance that the employee will return to work for the Library for a period to be agreed on. While on such leave the employee will continue to accumulate service and seniority.
- (d) The employee may choose to cease the leave without pay at any time provided one month's written notice is given to the Manager.
- (e) Upon the expiry or the employee's cessation of the leave, the employee shall be returned to the employee's own job if available or another job while maintaining the employee's current salary.

\* 6.10 Public Holidays

- \* (a) Employees are entitled to the following public holidays with pay: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. In addition to those set out above, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province shall be a statutory holiday.
- \* (b) A day designated as a recognized holiday, as set out in clause 6.9 (a), which coincides with an employee's day or days of rest, shall be celebrated at a mutually agreeable time no more than three (3) months after the public holiday. Leave in lieu of public holidays that has not been taken within the three (3) month period mentioned above shall be automatically paid out. Such payment will be at the employee's rate of pay applicable when the leave was earned.
- (c) An employee required to work on any of the holidays, as set out in clause 6.10 (a), shall be paid at the rate of one and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday in addition to the pay for the holiday.
- (d) Part-time employees shall be entitled to the same public holidays outlined in the full-time working conditions. Payment of public holidays will be governed by the Average Working Day Formula if an employee is not scheduled to work on the Public Holiday. If an employee is scheduled to work on the Public Holiday, they will receive payment for the hours scheduled as payment of the Public Holiday.

6.11.1 Jury and Witness Duty Leave

- (a) Leave with pay shall be granted to every employee, other than an employee on leave without pay, who is required to:
  - (i) Attend the selection and/or serve on a jury, or
  - (ii) Attend as a witness by subpoena or summons.
- (b) The employee must notify the Manager and provide proof.

### 6.11.2 Court Duty

An employee on authorized vacation leave who is required to testify or is subpoenaed as a witness to give evidence on behalf of the Employer, shall have his/her vacation leave entitlement restored for the period of time required to attend court or any legal proceeding and will, in addition for the hours so required to attend, receive twice the employee's regular or normal salary.

### 6.12 Time Off for Voting

- (a) Every employee who is a qualified elector in a municipal, provincial or federal election shall, for the purpose of casting his/her vote on an election day, be excused from his/her regular duties for a period sufficient to allow the employee three (3) consecutive hours while the polls are open, subject to the provisions of the applicable legislation, as amended from time to time.
- (b) The above shall not apply if the employee works on any shift that provides an equal number of hours to vote as set out above, on the employee's own time.

### \* 6.13 Self-Funded Leave Plan

- (a) The Self-Funded Leave Plan is a system where employees of the Ottawa Public Library may fund prepaid leave for an extended period by an adjustment of normal salary over several years. The plan is voluntary and is established in accordance with a defined formula of income adjustment and prepaid leave. Similarly, the Employer assumes no responsibility for consequences arising from the plan from effects on pension income through OMERS, the Canada Pension Plan, income tax arrangements, Employment Insurance, or other liability arrangements arising from participation in the plan.
- \* (b) The plan is designed to give an employee self-funded, continuous, leave without pay for three (3) months out of a fifteen-month (15) period; for six (6) months out of a two and one-half (2½) year period; for nine (9) months out of a three and three-quarters (3¾) year period; or for one (1) year out of a five-year (5) period. During the funding period, the employee will receive 80% of normal salary. The deferral monies will be deposited in a trust account on behalf of the employee and interest will be accumulated. The sum of the amounts accumulated during the funding period will represent 80% of the employee's normal salary and will be paid in a lump sum at the beginning of the leave period.

- (c) The payment of salaries, benefits and pension contributions shall be such that the Employer is not required to pay more money than it would have paid for the period of active employment.
- (d) A leave of absence under this plan will be granted by the City Librarian.
- (e) Application to take part in the plan must be made in writing at least three (3) months before the start of the funding period. Applicants will be told if accepted at least one (1) month before deductions begin. The funding period will start at the beginning of a two-weekly pay period.
- (f) To take part in this plan, the employee must have been employed by the Library for five (5) consecutive years.
- (g) If there are more applicants for leave under this plan for any one leave period than can be accommodated, a choice shall be made by the City Librarian based on staffing needs.
- (h) On return from leave, the employee shall go back to the same or an equivalent position. If such placement is not possible, the employee shall be placed in the most appropriate position available keeping the same terms and conditions, including salary level, to which he/she was entitled at the beginning of the leave.
- (i) If the employee dies before receiving the full amount of deferred income, the Employer shall, on receipt of the required legal consents and releases, pay the remaining portion of accumulated salary plus accrued interest, less required deductions, to the executors or administrators of the estate in one lump sum in the year of death.
- (j) If an employee decides not to return to the Library after the leave, the Employer must be notified in writing as soon as possible but not later than one (1) month before the expiration of the leave.
- (k) If an employee retires at the end of the leave, the retirement gratuity will be based on the actual gross salary entitlement of the employee in the year before the leave.
- (l) An employee may apply to the Employer to withdraw from the plan. Withdrawals will be at the discretion of the Employer and can be considered only in cases of emergency such as proven financial hardship, serious illness or other extenuating circumstances.
- (m) On withdrawal from the plan, the accumulated salary deductions for the plan, plus accrued interest, must be paid to the employee by the Employer in a lump sum. The same conditions for repayment shall apply to employees

who are terminated or leave the employ of the Library before the leave period.

## ARTICLE 7

### **WORKPLACE SAFETY & INSURANCE ACT**

- 7.1 Every employee who is absent from duty as a result of an illness or injury arising from his/her employment within the meaning of the Workplace Safety & Insurance Act (WSIA) will be subject to the provisions of the Act.

## ARTICLE 8

### **PENSION**

8.1 **Ontario Municipal Employees Retirement System (OMERS)**

- (a) The Ottawa Public Library Board participates in the Ontario Municipal Employees Retirement System. Full time employees must join OMERS effective the date employment starts.
- (b) The employee and the Employer contribute to OMERS in accordance with the OMERS regulations.
- (c) Part-time employees shall have the choice of whether or not to join the OMERS pension plan provided the OMERS requirements are met.

## ARTICLE 9

### **PROBATION PERIOD**

- 9.1 (a) Full-time employees shall be on probation for a period of six (6) consecutive months from the date of hiring.
- (b) Part-time employees shall be on probation for a period of four hundred and fifty-five (455) hours worked from the date of hiring, or for a period of twelve (12) consecutive months from the date of hiring, whichever occurs first.

- (c) The probation period may be extended for a maximum of three (3) consecutive months by mutual agreement of the parties.
- (d) The Employer may release an employee on probation at any time without recourse to the Grievance Procedure and without the necessity to demonstrate just and sufficient cause for such release.
- (e) Employees on probation may apply for other positions within the Library, however, they will be required to complete a probation period in the new position. The probation period in the new position is not considered a “trial”, as outlined in Article 11.

## ARTICLE 10

### **SENIORITY**

- 10.1 (a) Seniority is defined as the length of continuous service with the Employer subject to completion of the probationary period and shall include service with the Employer prior to January 1, 2001 as agreed to in Appendix A (Seniority Dovetailing Calculations).

Effective January 1, 2001, the accrual of seniority shall be as follows:

- (i) For full-time employees, the accrual of seniority shall be based upon five points per day to a maximum of 1825 points in a calendar year.
  - (ii) For part-time employees, the accrual of seniority shall be based upon five points for every seven (7) hours worked to a maximum of 1825 points in a calendar year.
- (b) In the event that a casual employee becomes a full-time/part-time employee, he/she shall have his/her credits of hours worked converted into seniority in accordance with article 10.1 (a) (ii) and continue accruing seniority as per their status.
  - (c) At each year-end the total number of points will be carried over into the subsequent year; however, there will be no carryover of accumulated hours. Hours accumulation will begin from zero at the start of each calendar year.

## 10.2 Accumulating Seniority

Seniority shall accumulate under the following circumstances:

- (a) When the employee is on the active payroll of the Employer;
- (b) When the employee is off the payroll due to an authorized lay-off of not more than six (6) months;
- (c) When the employee is off the payroll for up to two (2) years due to an accident and is receiving compensation under the WSIA, and when the employee has not accepted employment with another employer;
- (d) When the employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this Agreement for a period of two (2) consecutive years except in those situations covered in clause 6.10.
- \* (e) When an employee is on authorized educational or professional leave.

## \* 10.3 Frozen Seniority

Seniority will not accrue when an employee accepts a temporary position / acting assignment outside of the bargaining unit. Seniority accumulated as at the date of transfer to the temporary position will be retained and reactivated upon the employee's return to the bargaining unit.

## \* 10.4 Losing Seniority

An employee shall lose his/her seniority when he/she:

- (a) Voluntarily resigns or leaves the employment of the Employer;
- (b) Is discharged and not reinstated;
- (c) Is absent from work without authorization for a period in excess of three (3) working days, in which case it shall be deemed to be a voluntary termination;
- (d) Fails to report to work within three (3) working days after having been notified of a recall to work following a lay-off unless the employee has a reason acceptable to the Employer;
- (e) Fails to return to work upon termination of authorized leave of absence unless the employee has a reason acceptable to the Employer, such failure shall be considered a voluntary termination;

\*10.5 Seniority Lists

The Employer shall provide the Union in January of each year and every 4 months thereafter with a seniority list in order of seniority along with the ranking list for casual employees. The seniority list shall include the name, employment status, substantive department/branch, substantive work location, employee identification number, seniority, date of hire, substantive position title, and most recent address on file. The Employer agrees to inform the Union of any changes of address at the same time as they are made available to the Employer. The seniority list absent of employee number and home address will be available on the Employer's Intranet site.

10.6 Definition of Continuous Service

No employee shall be deemed to have ceased to be continually employed by reason only of being absent from work on public holidays, on parts of regular working days or on any leave duly authorized under the provisions of this Agreement or because of any layoff lasting not more than ninety (90) calendar days, or because of an absence defined under the terms of the Workplace Safety and Insurance Act (WSIA) and consistent with the terms of this Agreement.

ARTICLE 11

**PROMOTIONS AND TRANSFERS**

- 11.1 (a) Subject to the Employer deciding to fill a vacancy when a position is vacated or notice is given that one will be vacated, or a new position has been established, a notice of position vacancy together with the appropriate job specification shall be posted library-wide for seven (7) consecutive days. A vacancy known in advance to be for less than six (6) months may be filled, at the Employer's option, by temporary transfer.
- \* (b) All applicants who meet the minimum requirements of the job specification shall be granted an interview by a selection board. The Employer shall notify successful candidates and shall post the name of successful candidates in all competitions. Such postings shall be made on the Employer's intranet site within thirty (30) calendar days of the effective date of appointment. Upon request, the Employer shall provide to unsuccessful candidates reasons for its decision.
- (c) The selection of the successful candidates shall be made on the basis of qualifications, knowledge, education and skills as set out in the job

posting. Where two or more candidates for any one vacancy are relatively equal in respect of these criteria, the senior candidate shall be selected.

- (d) In the event an employee does not complete the trial period, the next highest rated employee in the job competition process may be selected without further competition. Any other employees who had been promoted or transferred because of the employee's return to their former position shall also be returned to their former position and salary.

11.2 An employee who is promoted to a position having a higher scale shall be paid at the salary rate next higher to the rate he/she received prior to his/her promotion, provided that his/her salary rate represents a minimum of one hundred and four per cent (104%) of the remuneration which the employee would have received in the next fifty-two (52) week period, had no promotion taken place.

11.3 A successful applicant from the bargaining unit shall be placed on trial for a period of three (3) months. The purpose of the trial is so that the employee can ascertain whether the work of the position is suitable to him/her and so that the Employer can determine if the employee is suitable and capable of performing the work of the position. While on such trial, the employee shall receive the salary of the higher rated position. As well, should the employee be confirmed in the position, this trial period will not delay the employee's increment. Should the employee find the work suitable and should the Employer find the employee suitable and capable of performing the work of the position, after three (3) months the Employer shall confirm the employee in the position. However, should the employee find the work unsuitable or be incapable of performing the work of the position, the employee shall be returned to his/her former position and salary rate.

11.4 All job vacancy notices shall contain the following information: job title, qualifications, required knowledge and education, skills, shift, salary range or wage rate and work location. Such qualifications may not be established in an arbitrary or discriminatory manner.

## ARTICLE 12

### **LAYOFF AND RECALL**

- \* 12.1 The Union shall be notified in advance of all layoffs and recalls.
- \* 12.2 A layoff shall be defined as a temporary cessation of work because of lack of work instituted by the Employer during which the employee is not paid.
- 12.3 In the event of a layoff, employees shall be laid off in the reverse order of their seniority.
- 12.4 Employees on layoff shall be recalled to work following such layoff in accordance with their seniority provided that they have the required knowledge and ability to perform the work available.
- 12.5 For clarification, an employee who is laid off shall be entitled to exercise his/her seniority in his/her current classification to displace a junior employee in that classification within the library system provided the employee possesses the required qualifications and has the ability to perform the work required.
- 12.6 An employee who is unable to displace a junior employee in the same classification shall then seek to exercise his/her seniority in the same manner in the next lower classification.
- \* 12.7 No new employee shall be hired until any employees on layoff have been given an opportunity for re-employment consistent with the provisions of Article 12.4
- 12.8 Should the Employer reinstate the position which triggered a layoff, the affected employees will have the right to return to said positions without competition for a period of up to three (3) years.
- 12.9 It is the responsibility of every employee to notify the Employer promptly of any change of address or telephone number. If an employee fails to make this notification to the Employer, the employee shall be responsible for failure of notice of recall to reach the employee.
- 12.10 It is understood and agreed that in the event of a lay-off, a part-time employee shall not be allowed to displace (bump) a full-time employee.

\* 12.11 Lay-Off Notices

Copies of all lay-off notices shall be sent to the Union and shall contain the following information: the employee's name, seniority, classification, department, work location and employment status.

ARTICLE 13

**UNION REPRESENTATION**

- 13.1 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize as steward any employee appointed by the Union. The Union shall notify the Employer in writing of the names of such stewards at the time of their appointment. The Employer shall not be required to recognize any stewards until it has been so notified.
- 13.2 (a) The Union recognizes that each steward is employed by the Employer and that he/she will not leave his/her work during working hours to perform his/her duties as a steward except in accordance with this Collective Agreement.
- (b) No steward shall leave his/her work to perform his/her duties as a steward without obtaining the permission of his/her immediate supervisor. Permission may be given within an hour of the request unless an emergency situation requires the employee to continue his/her work for the Employer, in which case the steward shall be permitted to immediately contact the Union office.
- (c) When requesting permission to leave his/her work during working hours to perform his/her duties as a steward, the steward shall indicate the anticipated time of return and should it be necessary to revise the time of return, he/she shall notify his/her immediate supervisor. The steward shall report to his/her immediate supervisor upon his/her return to work.
- (d) The Union recognizes that a steward shall not use such time away from his/her work except to perform his/her duties as a steward.
- 13.3 The Union may appoint up to thirty (30) stewards to represent members of the bargaining unit.
- \* 13.4 An employee shall have the right to have a Union Representative and/or Steward present at any discussion with management, or supervisory personnel, which the employee believes, might be the basis of disciplinary action. Where a supervisor

intends to interview any employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview. It is further understood that the Employer is under no obligation to inform the employee that he/she has a right to a steward.

- 13.5 In January of each year, the Union shall provide the Employer with a current list of:
- Members of the Executive of CUPE 503, Library Group, including name, title and contact information;
  - Grievance officers, including name, title and contact information;
  - Stewards, including name, substantive work location and telephone number.

## ARTICLE 14

### **GRIEVANCE PROCEDURE**

14.1 For the purposes of this Agreement, a grievance is a complaint, which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between an employee and the Employer or the Union and the Employer.

#### 14.2 Complaint Step

The Parties to this Agreement share a desire to address employee complaints as quickly as possible. An employee shall discuss his/her complaint with his/her immediate supervisor within ten (10) days of the occurrence giving rise to the complaint, so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

14.3 It is agreed that an employee shall not file a grievance until he/she has discussed his/her complaint with his/her supervisor in accordance with clause 14.2

14.4 When an employee has presented his/her complaint to his/her supervisor and the complaint has not been resolved to his/her satisfaction within ten (10) days of the complaint, the employee may file a grievance with the Union Grievance Committee. The grievance must be signed and dated by the employee within thirty (30) days of the day on which the employee was notified, or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt of the employee's supervisor's reply to the employee's complaint, whichever shall last occur.

\* Step 1

When an employee has filed a grievance with the Union Grievance Committee, the Union may, within ten (10) days from the date thereof, present the grievance to the employee's manager or designate, with a copy to the Division Manager, Planning & Governance. The employee's manager shall meet with the grievor and the Union representative within ten (10) days from the day on which it was received by the employee's manager and shall, within ten (10) days from the meeting, render a decision in writing.

14.5 If the employee's manager or designate:

- (i) Fails to meet the grievor and the Union representative; or
- (ii) Fails to render his/her decision to the grievor and the Union representative within the time prescribed in Step 1, or
- (iii) The decision is not acceptable to the grievor and the Union representative;

the Union Grievance Committee may forward a copy of the grievance to the City Librarian within thirty (30) days from the day on which the grievance was received by the employee's manager.

14.6 Step 2

The City Librarian or designate shall, within ten (10) days of the date the grievance was received, meet with the grievor and the Union representative, and shall within ten (10) days of the meeting, notify the Union in writing of the decision with regard to the grievance.

14.7 In the event the decision of the City Librarian or designate is not acceptable to the Union or if the City Librarian fails to comply with Clause 14.6, the Union may notify the City Librarian of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for Arbitration of Grievances contained in this Agreement, within thirty (30) days of the receipt by the Union office of the decision.

14.8 Employer Grievance

In the event that the City Librarian or designate is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the City Librarian or designate may notify the Chair of the Union Grievance Committee, within ten (10) days of the receipt by the City Librarian or designate, of the decision of the Chair of the Union Grievance Committee, that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with the procedure for Arbitration of Grievances contained in this Agreement.

14.9 Discharge Grievance

Where a grievance relates to the discharge of an employee, the grievance procedure shall start with the City Librarian or designate in accordance with Step 2, clause 14.6

14.10 Policy Grievance

Where a policy grievance is initiated by the Union, the grievance procedure shall start with the City Librarian or designate in accordance with Step 2, clause 14.6.

14.11 At any stage in the grievance procedure the grievor may be present and shall be represented by the Union in the presentation of their complaint or grievance.

14.12 The time limits expressed in this Article are working days and may only be extended by mutual agreement between the Union and the City Librarian.

ARTICLE 15

**ARBITRATION PROCEDURE – GRIEVANCES**

15.1 Any dispute or grievance concerning the interpretation or alleged violation of this Agreement including any question as to whether a matter is arbitrable which having passed through the grievance procedure outlined in the above article still remains unresolved, may be submitted to arbitration. Either party to the Agreement desirous of exercising this provision shall give notice of intention to the other party and at the same time appoint its member to the Board of Arbitration. The other party shall, within a period of seven (7) working days, appoint its member to the Board of Arbitration. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chair of the Board. The parties may mutually agree to use a single arbitrator as outlined in Clause 15.7 in lieu of a Board.

15.2 If within ten (10) working days the two (2) members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair. The decision of the Board of Arbitration shall be final and binding on both parties to the Agreement as well as upon the Employee or Employees involved in the dispute.

15.3 The Board of Arbitration or single Arbitrator shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.

- 15.4 Each party shall bear the expenses of its own member and shall bear equally the expense of the Chair or the single Arbitrator and all other expenses of the arbitration.
- 15.5 In the case of an Employee who has been found to be unjustly suspended or discharged, the employee shall be reinstated and have all rights and benefits restored.
- 15.6 Nevertheless, in any situation where the Board of Arbitration or the single Arbitrator determines that there is cause for discipline, suspension or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

15.7 List of Arbitrators

The Union and the City Librarian shall, by mutual agreement, establish a list of "agreed to" arbitrators, who may be used as determined by the parties sitting as single arbitrators or as members of Arbitration Boards as described in 15.1.

15.8 Alternate Process

The parties, hereby, agree to negotiate a memorandum of agreement or letter of understanding to deal with alternate dispute resolution processes and expedited arbitration/mediation processes which shall have as their main objective that grievances which are referred to arbitration under this article will be resolved within a maximum of one year from the date of that referral.

## ARTICLE 16

### UNION SECURITY

- 16.1 The Employer shall deduct from the pay-cheques of present members of the Union and all future employees represented by the Union all normal dues chargeable by the Union and shall remit the same to the Secretary-Treasurer of the Union bi-weekly. "Normal Dues" shall not include entrance fees or special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay-cheques and remitted to the Secretary-Treasurer of the Union.
- \*16.2 The Employer shall supply a dues check-off list to the Union on a monthly basis. The list shall set out the employees' names in alphabetical order along with their branch/department, position title and most recent address on file and the amount of dues they have paid during the preceding month and on a year-to-date basis.

- 16.3 The Employer shall supply the following information to the Secretary-Treasurer on a once-a-month basis, the dollar amount of the CUPE Local 503 bargaining unit payroll for all their regular hours.

## ARTICLE 17

### **BENEFITS**

#### \* 17.1 Benefits

Except where the Employer is self-insured (with or without an administrative services agreement):

- (a) the Employer's obligation is restricted to contracting with Insurer(s) and payment of its portion of the premiums necessary to provide the employees the specific benefits and entitlements set out in this Article.
- (b) Any dispute as to an employee's entitlement to benefits provided under the contract is between the employee and the Insurer, and the Employer shall have no obligation to resolve or intervene in these disputes.

For the purposes of this Article an administrative services agreement is one in which the Employer is the self-insurer for a benefit and contracts out the analysis of and payment of benefits claims for that benefit under this Article on its behalf.

#### 17.2 Eligibility

- (a) Employees shall be entitled to the benefits provided for in this Article upon the completion of six (6) months of continuous service. Coverage for an employee is subject to eligibility requirements as described by the Insurer under the specific plans.
- (b) Part-time employees with a weekly average of 17.5 hours, calculated using the Average Working Day Formula for one week will be entitled to the benefits listed in this Article.

#### \*17.3 Restriction and Limitations

Certain limitations and exclusions for coverage may apply. Insurable benefits payable under OHIP or other medicare plans equivalent to OHIP from another province or territory shall not be payable under the Extended Health Plan.

#### 17.4 Premiums

The Employer shall deduct from the employee's pay the employee's share of the cost of the premiums.

#### 17.5 Extended Health Care

(a) The Employer agrees to pay one hundred percent (100%) of the cost of the monthly premium of the Health Plan for employees covered thereby.

(b) Coverage shall include:

- i. Effective January 1, 2010 – Para-medical package: para-medical services above the amount covered by any provincial plan, including psychologist, physiotherapist, chiropractor, osteopath, chiropodist, podiatrist, naturopath, speech therapist, masseur, acupuncturist to a combined maximum of \$1,150 (effective January 1, 2011, this amount will increase to a combined maximum of \$1,250) per person per calendar year.
- ii. Extended Health Care Plan: a deductible of \$25 per family each year (effective January 1, 2010, a deductible of \$2.00 per prescription will apply and the \$25 deductible will no longer apply); a drug card with 90% reimbursement; orthotics to a maximum of \$300 per person per calendar year; registered nurse in your home to a maximum of \$25,000 in any calendar year; certain other prescribed medical supplies and services to specified maximums; semi-private hospital coverage; and, effective January 1, 2010, hearing aid coverage of up to \$1000 per claimant every seven (7) years.
- iii. Vision Care Plan: up to \$300 (effective January 1, 2011, the amount will increase to up to \$350) net per claimant every twenty-four (24) months.

Effective on the first day of the fourth (4<sup>th</sup>) month following the latest date of ratification or January 1, 2010, whichever comes first, coverage for eye examinations with a maximum of \$80 every twenty-four (24) months

#### 17.6 Dental Plan

(a) The Employer agrees to pay seventy-five percent (75%) of the cost of the monthly premium of the Dental Plan for employees covered thereby. The balance of the premium shall be paid by the employee.

- (b) The Employer shall ensure that the coverage is such that it provides full payment in accordance with the current O.D.A. schedule of fees minus one year.
- (c) Maximum reimbursement of basic and major restorative services, including dentures, combined at \$1, 500 per calendar year, this coverage shall include:
  - 90% reimbursement of Basic Services;
  - 80% reimbursement for Dentures;
  - 50% reimbursement for Major Restorative Services such as crowns and bridges;
- (d) 50% reimbursement for Orthodontics with a \$3,000 lifetime maximum per claimant.

#### 17.7 Basic Life Insurance and Accidental Death and Dismemberment.

- (a) The Employer agrees to pay one hundred percent (100%) of the cost of the monthly premiums of the Basic Life Insurance for employees to provide insurance of two times an employee's basic salary with a minimum coverage of \$100,000 per employee.

- (b) Optional Life Insurance

The Employer agrees to provide coverage for the purchase by employees for insurance for employees and their eligible dependant spouse in units of \$10,000 to a maximum of \$700,000 per covered individual provided the employee pays the full premium.

- (c) Voluntary Accidental Death and Dismemberment Insurance

The Employer agrees to provide Voluntary Accidental Death and Dismemberment Insurance for purchase by employees for accident insurance in units of \$10,000 to a maximum of \$250,000 and for an employee's spouse and dependants as a percentage of his/her coverage provided the employee pays the full premium.

#### 17.8 Long Term Disability

- (a) The Employer agrees to pay one hundred percent (100%) of the cost of the monthly premium of the Long Term Disability plan for employees covered thereby and which includes the following:
  - i. Benefits of 75% of the employee's salary or wage earned on the date of disability;

- ii. Benefits shall commence seventeen (17) weeks after the initial date of disability;
- iii. The Long Term Disability benefits will be increased annually to the CPI index to a maximum of 4%;
- iv. While the employee is in receipt of Long Term Disability Benefits, the Employer agrees to pay 100% of the premium cost of the following benefits:
  - Extended Health Care
  - Group Life Insurance
  - Dental Insurance

(b) Definition of Total Disability

Totally disabled means that, during the qualifying period and the 24-month period immediately following it, the employee has a medical impairment due to injury or disease which prevents him/her from performing the essential duties of the occupation in which he/she participated just before the total disability started.

After the 24 months, totally disabled and total disability means that the employee is unable, because of a medical impairment, to perform the essential duties of any occupation for which he/she has at least the minimum qualifications and would earn more than 75% of his/her indexed pre-disability monthly earnings.

- (c) An employee's position may be declared vacant though the employee may be receiving Long Term Disability (LTD) benefits, after the expiry of two (2) years from the initial date of disability.
- (d) Should a person who has been on Long Term Disability (LTD) benefits wish to return to work, the employee shall provide the Employer with a satisfactory medical certificate, and the Employer will endeavor to secure suitable employment consistent with the employee's education, qualifications, training and ability. This shall be in accordance with the Employer's duty to accommodate disabled employees.
- (e) An employee absent from work on Long Term Disability (LTD) shall not earn/accumulate annual vacation leave credits while on such leave.

17.9 The Employer will inform the Union as to any changes in the Benefit Plan. The Employer agrees to post a copy of the Master Policy Plan on the Employer intranet.

17.10 Benefits for Continuous Employees Working Beyond Age Sixty-Five (65)

(a) Employees working beyond age sixty-five (65) will be entitled to the following modified benefit coverage:

- Extended health care without “Out of Country Coverage” and “Drug coverage”
- Extended health care for dependent children and spouse below age 65.
- Dental Insurance
- \$25,000 life insurance
- A maximum of seventeen (17) weeks of short term sick leave (Income protection Plan) annually. This entitlement will be subject to the provisions of the collective agreement.

(b) Coverage details for benefits provided in paragraph (a) above will be as defined in the Benefits Plan Document

(c) Cost sharing for the benefits plan will be in accordance with the formula contained in the collective agreement.

(d) Employees will no longer be covered for Accidental Death and Dismemberment (AD&D) as well as Long Term Disability (LTD) benefits from age 65

(e) The modified benefit coverage described in (a) above will take effect the first of the month following the month the employee turns 65

(f) All benefits will stop at age sixty-nine (69).

17.11 E.I. Reductions

The parties agree that any amount of any reduction in premiums under the Employment Insurance Act granted by the Employment Insurance Commission are and shall remain vested with the Employer in consideration of other provisions made in the Employee Benefit Program.

17.12 Voluntary Critical Illness Insurance

Effective on the first day of the fourth month following the latest date of ratification, the Employer agrees to provide the option for the employee, their spouse and dependent children, to purchase voluntary critical illness insurance ranging from

\$10,000 to \$150,000, one hundred percent (100%) paid by the employee, in multiples of \$5,000.

## ARTICLE 18

### **LABOUR MANAGEMENT COMMITTEE**

- 18.1 A committee known as the Labour / Management Committee shall consist of two (2) representatives from the Union and two (2) representatives from the Employer. The committee structure may be amended as required and agreed upon between the parties.
- 18.2 The committee shall meet as soon as possible but within at least seven (7) working days of the request by either party.
- 18.3 The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties or any employee bound by this agreement. However, the parties recognize that matters which are Health and Safety issues shall be dealt with by the Health and Safety Committee, and matters that fall under the Collective Agreement shall be dealt with by the Negotiation Committee or under the grievance and arbitration procedures and not by the Labour / Management Committee.

## ARTICLE 19

### **PERSONNEL FILES**

#### 19.1 Access

An employee shall have the right upon sufficient notice to have access to his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. With the written permission of the employee, a Union Representative or Shop Steward shall also have the right of access to an employee's personnel file.

#### 19.2 Discipline

Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after not more than thirty (30) months have elapsed since the disciplinary action has been taken provided that no further similar disciplinary action has been recorded.

## ARTICLE 20

### SALARIES

- 20.1 All employees shall be paid every two (2) weeks on Thursday. Payment is made through a compulsory direct deposit plan to the financial institution of their choice.
- 20.2 On leaving the Library, an employee shall receive the final cheque on the pay day coinciding with or next following the last day of work.
- 20.3 Subject to satisfactory evaluation of performance, increases on the salary scale of a particular classification are given to acknowledge the increased value of the services of the employee due to the additional experience, skill and knowledge gained in successive years of employment. Such increases to salary are given on the recommendation of the Manager and the City Librarian for each year of employment, up to the maximum rate for the salary classification.
- 20.4 Salary Increments
- The normal salary increment date shall be the annual anniversary of the employee's appointment subject to the provisions of 6.9 (b) (ii).
- (a) The normal effective date for implementation of a full-time employee's salary increment within a pay range shall be the first day of the appropriate salary increment date.
- (b) For part-time employees, salary increments will be given after completing eighteen hundred and twenty (1820 hours) or eighteen (18) months, whichever occurs first.
- \* (c) For casual employees, salary increments will be given after completing eighteen hundred and twenty (1820) hours.
- 20.5 An employee who is promoted to a position having a higher salary scale, or whose position has been classified upward, shall be paid at the salary rate next higher to the rate he/she received prior to his/her promotion, provided that his/her salary rate represents a minimum of one hundred and four per cent (104%) of the remuneration which the employee would have received in the next fifty-two (52) week period had no promotion taken place. The effective date of the promotion will become the date for establishing the date of implementation of future salary increments.

20.6 Salary Protection on Downward Reclassification

When a position has been reclassified downward the employee shall be placed on the wage grid in the new classification at the first step which is not less than the employee's present salary. Should the employee's salary be in excess of the maximum step in the new classification, the employee's salary shall be frozen until the salary of the new classification exceeds the employee's frozen salary. At that time, the employee shall be eligible for salary increases pursuant to the Collective Agreement.

ARTICLE 21

**JOINT OCCUPATIONAL HEALTH & SAFETY**

- 21.1 The Employer and the Union shall endeavour to provide a safe and healthy environment for employees through their Joint Occupational Health and Safety Committee.
- 21.2 The Employer shall provide occupational health and safety education and training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness. The Library Health and Safety Committee, which includes union representation, shall review the Library's training and education programs on an ongoing basis.
- 21.3 The Employer and the Union will ensure that terms of reference are established for the Occupational Health and Safety Committee with bargaining unit member participation.
- 21.4 Training for Occupational Health and Safety Committee members, mandated by the Terms of Reference, shall be delivered jointly where possible.
- 21.5 Should there be a need for leave for special programs, initiatives or training requirements identified through the Terms of Reference, the City Librarian shall consider such a request from the President of the Union. If the President's request is agreed to by the City Librarian, the President of the Union shall designate one or more Union health and safety representative(s) and the representative(s) shall be entitled to paid leave with full benefits for the duration of the fulfillment of the request.

## ARTICLE 22

### **JOB SECURITY**

22.1 No regular employee covered by this Collective Agreement will suffer a reduction in hours of work or be laid off as a result of the contracting out of work or services that were being performed by members of the bargaining unit.

22.2 The Employer agrees that employees not covered by the terms of this agreement will not perform duties normally assigned to persons in the bargaining unit unless no other bargaining unit member is available to do the work or as may otherwise be mutually agreed to by the parties in writing.

\* 22.3 **Volunteers**

The parties recognize the historic use of volunteers in the rural branches. It is agreed that the use of volunteers will continue to have a useful function at the Library.

(a) The use of volunteers shall not lead to the replacement, transfer, reassignment, or layoff of bargaining unit employees, to a reduction in their hours, or to the elimination of positions in the bargaining unit.

\* (b) The Employer shall endeavor to reduce the performance of bargaining unit work by volunteers.

\* (c) The Employer agrees to provide the Union with the following information three (3) times a year:

- Total number of volunteers used in the previous quarter by location;
- Total hours of service provided by these volunteers by location.

The parties agree that the use of volunteers will be discussed at the Labour / Management Committee.

## ARTICLE 23

### **ACTING PAY**

#### \* 23.1 Qualifying Pay

When an employee is directed to temporarily perform the full duties of a position in a classification having a higher salary range for a period of five (5) or more continuous working days, the employee shall receive acting pay retroactive to the first day.

#### \* 23.2 Acting Pay Calculation

Employees entitled to acting pay shall be paid the first year rate in the position in which the employee is acting or the equivalent to a placement in the new salary range which will give the employee at least 104% of the employee's present normal salary. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

An employee who is in an acting position for one (1) year or more shall, subject to satisfactory performance, be eligible to receive an increment in the salary scale in which the employee is acting.

It is recognized that upon return from acting to the employee's position, the employee's increment date remains unchanged and the employee will be returned to the salary scale of his/her position at the increment level to which the employee is entitled in accordance with Article 20.

#### \* 23.3 Increment Date Upon Appointment

Should an employee, acting in a position, be officially appointed to that position, the date the employee commenced acting duties shall be the employee's new increment date.

#### 23.4 Promotional Increase from an Acting Appointment

The salary placement of an employee, acting in one position, who is promoted to another position while acting, shall be based upon the employee's normal salary, not the acting salary, unless acting for over twelve (12) months, in which case the salary placement shall be based upon the Acting Pay.

## ARTICLE 24

### **ORGANIZATIONAL OR TECHNOLOGICAL CHANGES**

24.1 When the Employer is proposing the introduction or implementation of technological or organizational change which may result in employees/positions being declared surplus/redundant:

- (a) The Employer agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Employer shall provide the Union in advance of the organizational and/or technological change, with the detailed description of the project it intends to carry out and the intended effects on employees/positions within the organization.

24.2 The incumbent in any position which has been declared surplus or redundant, as a result of organizational or technological changes may be placed in any vacant position at the employee's classification level or below without competition.

24.3 If this is not possible, and if a vacancy exists for which the employee can be retrained by the Employer within a period of six (6) months, the Employer shall retrain the employee for the position. This option shall be subject to the agreement of the employee.

24.4 If the employee is placed in a lower level position, the employee would maintain his/her rate of pay. As increases in pay are negotiated, the employee would be entitled to receive only one-half (1/2) the negotiated increase until the employee's higher rate of pay falls within the pay band of the position into which he/she was placed.

- \* 24.5 (a) An employee shall be entitled to exercise his/her seniority and displace a junior employee in his/her current classification or lower classification within his/her branch (Main Library is considered a branch and includes employees working at the Sir Richard Scott Building and the new Materials Distribution Centre including Collection Access, Collection Development and Material Delivery) or displace the most junior employee in that classification within the library system, provided the employee possesses the required qualifications and has the ability to perform the work required.

- (b) An employee who has not exercised his/her rights in accordance with (a) above, shall be able to exercise his/her seniority rights in the same manner in the next lower classification.
- (c) This clause shall apply to every employee affected by Article 24. It is recognized that this is not a layoff, as defined in Article 12.

\* 24.6 Should the employee not be placed in accordance with clause 24.2 or clause 24.3, not accept a placement into a lower level position in accordance with clause 24.4, and should the employee not exercise his/her rights under clause 24.5, then the employee shall receive a severance pay as follows:

- One (1) year but less than three (3) years of service – two (2) months;
- Three (3) years but less than five (5) years of service – three (3) months;
- Five (5) years but less than ten (10) years – four and a half (4 ½) months;
- Ten (10) years but less than sixteen (16) years of service – seven (7) months;
- Sixteen (16) years but less than twenty (20) years of service – ten (10) months;
- Twenty (20) years but less than twenty-five (25) years of service – fourteen (14) months;
- Twenty-five (25) or more years of service – eighteen (18) months.

Payment shall be made at the rate of pay the employee was earning when the position became redundant or the employee was displaced.

It is agreed that the severance payments outlined in this Collective Agreement incorporates any pay in lieu of notice and/or severance pay provided under the *Employment Standards Act*.

## ARTICLE 25

### GENERAL

#### \* 25.1 Automobile Allowance

An employee authorized by management to travel on library business or to attend a meeting at one of the branches or elsewhere within city limits, will be reimbursed at the rate of 35 cents (effective January 1, 2010: increase to \$0.50 per kilometer) for all kilometers driven on OPL business.

\* 25.2 Uniforms and Protective Footwear

Employees who are required by the Employer to purchase protective footwear shall be reimbursed annually up to one hundred and fifteen dollars (\$115) (Effective January 1, 2010 – increase to \$120; effective January 1, 2011 – increase to \$130), including taxes, for the purchase of protective footwear.

Every third year, employees who are required by the Employer to wear a uniform will be issued seven (7) shirts and seven (7) pairs of pants.

25.3 Number or Gender

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

25.4 Legal Protection

The Employer agrees to continue to provide legal protection to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.

\* 25.5 Job Evaluation/Pay Equity

The Joint Job Evaluation/Pay Equity Committee will be mandated to deal with matters of job evaluation and pay equity as set out in the Manual of Maintenance Procedures of the Joint Job Evaluation / Pay Equity Program dated October 2004.

Ratings resulting in an employee's downward reclassification will be administered in accordance with Article 20.6 – Salary Protection on Downward Reclassification.

The Parties agree that Job Rating Reviews can be requested, where there has been a major change to the duties, and/or responsibilities, and/or job requirements, or where there is a new and unique permanent or temporary job. Such reviews are not subject to the grievance and arbitration process set out in Articles 14 and 15, but instead will be handled in accordance with the Job Rating Review Procedure, which includes the Referee Procedure, as set out in the Manual of Maintenance Procedures of the Joint Job Evaluation/Pay Equity Program.

\* 25.6 OC Transpo Ecopass

Effective January 1, 2010 – Permanent full time employees may elect in writing by December 1, for the forthcoming calendar year, to acquire an OC Transpo Ecopass, in which event the Employer will subsidize or reimburse such employee 25% of the cost for the forthcoming year.

Note regarding first time implementation: Application will have to be submitted by December 1, 2009.

\* 25.7 Bulletin Boards

The Union may post notices of interest to the employees upon approval of the Division Manager, Planning and Governance. Such requests shall not be unreasonably denied and shall be dealt with in a timely fashion. Notwithstanding the aforementioned, notices of Union meetings may be posted without prior approval of the Employer.

## ARTICLE 26

### **CATEGORIES OF EMPLOYEES**

- 26.1 Full-time employees are permanent employees who are regularly scheduled for twenty-five (25) hours or more per week.
- 26.2 Part-time employees are permanent employees who are regularly scheduled for less than twenty-five (25) hours per week.
- 26.3 Casual (On-call) employees are employees who are hired to replace permanent employees who are absent from work under the terms of this agreement or other work commitments when no permanent employees are available to perform the duties/work or to cover unforeseen circumstances on a short notice when no regular part-time employees are available.

In the event that a Casual employee becomes a permanent employee, he/she shall have his/her credits of hours worked converted into seniority in accordance with the method of calculating seniority for permanent employees.

## ARTICLE 27

### **SEVERANCE PROCEDURE**

- 27.1 On termination of employment for any reason, employees must on or before their final working day:
- (a) Turn in their employee identification card to their Manager or designate;
  - (b) Turn in any keys to their Manager or designate;
  - (c) Turn in Library related electronic files / documents to their Manager or designate.
  - (d) Turn in Library-owned electronic equipment (e.g. cell phone, palm pilot, laptop, etc.) to their Manager or designate.

## ARTICLE 28

### **COLLECTIVE AGREEMENT VARIATIONS SPECIFIC TO CASUAL EMPLOYEES**

The provisions of the Collective Agreement shall apply to casual employees except as amended below:

- \* Article 4 Hours of Work  
Not applicable, except overtime shall be paid after eight (8) hours per day and thirty-five (35) hours per week.
- \* Article 5 Overtime  
Not applicable, except overtime shall be paid after eight (8) hours per day and thirty-five (35) hours per week.
- \* Article 6 Leave  
Not applicable except vacation entitlement paid as per the part-time employees.

Public Holidays, as defined in the *Employment Standards Act, 2000*, are to be paid in accordance with the provisions of the Act where a casual employee is called and elects to work on such a day.

- Article 8 Pension  
Not applicable
- Article 9 Probation  
Not applicable
- Article 10 Seniority  
Not applicable except for 10.1 (b)
- Article 11 Promotions and Transfers  
Not applicable
- Article 12 Layoff and Recall  
Not applicable
- Article 17 Benefits  
Not applicable
- Article 20 Salaries  
Applicable except for 20.4 a) and b)
- Article 22 Job Security  
Not applicable
- Article 24 Organizational or Technological Changes  
Not applicable
- \*Article 25 General  
Not applicable except for 25.1 (Automobile Allowance), 25.3 (Number or Gender), 25.4 (Legal Protection) and 25.7 (Bulletin Boards).
- Article 26 Categories of employees  
Applicable
- Article 27 Severance Procedure  
Applicable
- Article 28 Collective Agreement Variations Specific to Casual Employees  
Applicable
- Article 29 Duration of Agreement  
Applicable
- \*Article 30 Provisions for Librarians  
Applicable

Appendix A Seniority Dovetailing Calculations  
Not applicable

Appendix B Average Working Day Formula  
Not applicable

Appendix C Scheduling Procedure for Replacement / Additional Hours  
Applicable

\*Appendix D Classification and Salary Scales  
Applicable

Appendix F Salary Scales  
Applicable

\*Appendix G Temporary Vacancies  
Applicable

## ARTICLE 29

### **DURATION OF AGREEMENT**

\* 29.1 Duration of Agreement

This agreement shall remain in force and effect from January 1, 2009 to December 31, 2011. Except where a provision provides otherwise, amended or changed provisions shall become effective on the date of ratification by the Employer (i.e. September 14, 2009). It is understood that the Employer will deal with ratification within two (2) weeks of being notified by the Union that the employees have ratified the agreement.

29.2 Should either party to the agreement wish to seek amendments to or modifications of the agreement or to terminate the agreement and negotiate a new agreement, it shall give written notice to the other party not later than ninety (90) days prior to the expiry of the collective agreement.

29.3 Within thirty (30) days of the receipt of this notice, the parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

\* ARTICLE 30

**PROVISIONS FOR LIBRARIANS**

A Joint Professional Development Committee shall be constituted to develop a professional development program for professional staff that hold a substantive position of Librarian, Supervising Librarian or Coordinator.

(a) Committee Composition

The committee shall be composed of two (2) employee representatives to be designated by professional staff and one (1) management representative to be designated by the Library Senior Management Team (LSMT). The Employer will contribute a maximum of four (4) half days' pay per year for each representative for the purpose of committee meetings. The meeting schedule will be published ahead of time to allow proper coverage of operational requirements.

(b) Purpose

The purpose of such committee is to enhance the specialized knowledge of professional staff and keep them abreast of new developments in library service delivery by initiating, developing and/or promoting professional development opportunities, including reimbursement of related fees.

The committee shall develop their terms of reference for approval by LSMT.

(c) Funding

An annual fund of twenty thousand dollars (\$20,000) shall be allocated to this committee for the purposes described above. This funding shall be in addition to the regular budget for:

- Conferences and conventions, and
- Staffing training and development.

The committee shall recommend the allocation of these funds to the LSMT for approval. The recommendations shall include the rationale for developmental options proposed. LSMT shall communicate its decision to the committee in a timely fashion along with their rationale for any options that are not supported.

The committee funds shall not be used to cover salaries. More specifically, it is understood that these funds shall not be used for the back filling of employees attending developmental opportunities or to cover salaries of employees attending such developmental opportunities on their day(s) of rest.

Unused funds may not be carried over into the subsequent annual budget.

The committee will issue a report on the use of funds by December 31<sup>st</sup> of each year.

(d) Schedule Changes

The Employer will make reasonable efforts to amend employees' schedules by moving their scheduled day(s) of rest in order to maximize employees' opportunities to attend JPDC events. Employees must submit their request to have their schedules changed for this purpose at least thirty (30) calendar days in advance of the applicable JPDC event(s)

The Parties hereto have signed on \_\_\_\_\_  
(Date)

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Per: Jan Harder (Chair)

\_\_\_\_\_  
Per: Brian Madden (President)

\_\_\_\_\_  
Per: Barbara Clubb  
(City Librarian)

\_\_\_\_\_  
Per: Mert McDonald  
(National Representative)

\_\_\_\_\_  
Per: Monique E. Désormeaux  
(Division Manager, Service Excellence)

\_\_\_\_\_  
Per: Julio DaSilva (Vice President)

\_\_\_\_\_  
Per: Deborah Dearham  
(Manager, Nepean Centrepointe, Centennial  
and Emerald Plaza)

\_\_\_\_\_  
Per: Joan Keith (Recording Secretary)

\_\_\_\_\_  
Per: Tony Westenbroek  
(Manager, Alta Vista, R.E.Dickinson  
and Greenboro)

\_\_\_\_\_  
Per: Pierrette St-Louis  
(Executive Member)

\_\_\_\_\_  
Per: Betty Hansis  
(Human Resources Consultant)

\_\_\_\_\_  
Per: Brenda Dodier Roberts  
(Shop Steward)

\_\_\_\_\_  
Per: Diane Johnston  
(Labour Relations Consultant)

\_\_\_\_\_  
Per: Ray Smith  
(Labour Representative)

\_\_\_\_\_  
Per: Lyne Huneault  
(Senior Labour Relations Consultant)

## APPENDIX A

### **SENIORITY DOVETAILING CALCULATION**

#### Day 1 Seniority List (compiled as of January 1, 2001)

A seniority list will be established for all full time and part time employees as of January 1, 2001, using the following calculation:

#### **Full Time Employees**

- Length of service x 1825 = points for seniority ranking
- Date of hire with the predecessor employer will be used to determine the length of service for full-time employees
- Date of hire with the predecessor employer will be used to determine the length of service for full-time non-unionized employees who will move into the scope of this bargaining unit.

#### **Part Time Employees**

- Length of service x 1095 = points for seniority ranking
- Date of hire with the predecessor employer will be used to determine the length of service

The Cognos Cube is the reference tool that contains information for all merging municipalities and shall be used as the information source for seniority dates and hire dates as applicable.

#### 2001 ACCRUAL

Once the list, as of January 1, 2001 has been established, full time and part time employees will accrue seniority as follows:

Full-time employees will accrue seniority based upon the accrual of five points per day (1825 points in a calendar year).

Part-time employees will accrue seniority based upon the accrual of five points per seven hours worked (1825 points in a calendar year).

\*APPENDIX B

**AVERAGE WORKING DAY FORMULA**

Calculated twice (2x) per calendar year, based on total earnings during a six (6) month period (i.e. January to June and July to December)

**\* TOTAL EARNINGS =**

Total hours worked/paid + vacation (paid or unpaid) + public holidays + LTDI + WSIB + IPP + Special Leave + Bereavement Leave + Parental Leave + Educational or Professional Training Leave (paid) + any other paid leave

Note: the formula is cumulative for one (1) calendar year

**MATHEMATICAL FORMULA**

1. *Weekly Average* = total earnings during a six (6) month period / 26 weeks
2. *Daily Average* = weekly average / five (5) days
3. *Benefit* = daily average x benefit entitlement

**Example : Calculation of Annual Leave Benefit**

Employee Information

Employee Status:	Support Staff
Length of Service:	six (6) years
Hours Worked July 1 to December 31, 1998:	780.00
Vacation Entitlement:	2 weeks over a six (6) month period

**Annual Leave Benefit**

*Weekly Average:* 780.00 hours / 26 weeks = 30 hours / week

*Daily Average:* 30 hours / 5 days = 6 hours / day

*Benefit:* 6 hours / day x 10 days = 60 hours of annual leave available

---

The Parties agree that the Average Working Day formula shall apply to employees who work less than thirty-five (35) hours per week.

The application of the formula shall apply to Articles:

- 6.1.1 Vacation Entitlement – Full-Time Employees
- 6.1.2 Vacation Entitlement – Part-Time Employees
- 6.2.1(a) Income Protection Plan
- \* 6.4.1 Special Leave
- 6.5 Bereavement Leave
- \* 6.6 Pregnancy and Parental/Adoption Leave
- 6.10 Public Holidays (for Part-Time employees who are not scheduled to work on the day the Public Holiday falls).
- \* 17.2 (b) Benefits – Eligibility

## APPENDIX C

### **SCHEDULING PROCEDURE FOR REPLACEMENT/ADDITIONAL HOURS**

Hours are offered in order of seniority within their location then system-wide to qualified regular employees to meet operational requirements. If no regular employees accept the hours, they will be offered to casual employees according to their ranking in terms of hours worked.

The Library will establish lists of employees who wish to work extra hours. These lists will be updated on a regular basis. Scheduling of extra hours may take place once the need for coverage has been established. In an emergency, the most expeditious method of offering hours will be used.

\* APPENDIX D

**CLASSIFICATION AND SALARY SCALES**

**JOB EVALUATION / PAY EQUITY PROCESS**

The parties created a Joint Job Evaluation/Pay Equity Committee comprised of three (3) representatives each excluding their advisor(s), which reviewed the implementation of the Job Evaluation Plan used by the former Region of Ottawa-Carleton outlined in the Memorandum of Implementation, the Memorandum on the Manual of Maintenance Procedures and the Memorandum of Understanding Re: Job Evaluation to govern all matters referred to therein. The Committee reviewed the above documentation and edited the documents to represent the Library.

With the agreement of the parties, the Joint Job Evaluation/Pay Equity Committee reviewed the benchmark positions established by the Library and the placement in the new pay grades and associated salary structure developed by the library. The established classifications were increased to reflect additional positions which may have been omitted or modified upon review by the Committee.

Leave with pay was granted to Committee members for scheduled committee meetings.

All positions falling within this Collective Agreement were matched to the benchmark positions and associated salary schedule (Appendix E and Appendix F). Placement in the pay grade was at the rate closest to but not less than the employees' then present rate.

**Go Forward Process**

Any new position or reclassification of existing positions shall be subject to the process outlined in the Job Evaluation / Pay Equity Manual of Maintenance Procedures and the provisions of Clauses 20.6 and 25.5.

\* APPENDIX E

**LIST OF CLASSIFICATIONS**

<b>Job Key</b>	<b>Job Title</b>	<b>Pay Grade</b>
10004841	Page	3
10056814	Collection Access Clerk	6
10004843	Driver	6
10056512	Administrative/Distribution Clerk	7
10056837	Library Support Clerk	7
10056815	Shipper/Receiver	7
10056514	Collection Development Clerk	7
10056813	Acquisitions Clerk	7
10056510	Virtual Library Services Assistant	8
10004847	Secretary/Receptionist	8
10004848	Interlibrary Loans Assistant	8
10004845	Circulation Assistant	8
10004846	Driver/Circulation Assistant	8
10004851	Secretary, Collection Development	8
10004849	Patron Accounts Assistant	9
10056816	Acquisitions Assistant	10
10056817	Cataloguing Assistant	10
10004850	Public Service Assistant	10
10056511	Children's Programs & Public Service Assistant	10
10056811	Integrated Library System Specialist	11
10004853	Communications Assistant	11
10056823	Library Web Administrator	12
10004852	Circulation Supervisor	12
10056818	Cataloguer	13
10004854	Public Service Supervisor	13
10056812	Supervisor, Interlibrary Loans	13
10004859	Supervisor, Patron Accounts	13
10004858	Senior Circulation Supervisor	13
10056824	Supervisor, Materials Delivery	14
10056819	Supervisor, Cataloguing	14

<b>Job Key</b>	<b>Job Title</b>	<b>Pay Grade</b>
10056513	Supervisor, Mobile Services	14
10004855	Graphic Designer	14
10056821	Acquisitions Supervisor	14
10004860	Librarian	15
10074426	Staff Training and Development Officer	15
10056822	Senior Acquisitions Supervisor	16
10056509	Supervising Librarian	16
10004861	Coordinator	18

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2009*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 1</b>					
Annual	23,412.48	24,338.86	25,323.48	26,337.22	27,378.26
Bi-weekly	900.48	936.11	973.98	1,012.97	1,053.01
Hourly	12.864	13.373	13.914	14.471	15.043
<b>PAY GRADE 2</b>					
Annual	25,014.08	26,009.62	27,063.40	28,149.94	29,260.14
Bi-weekly	962.08	1,000.37	1,040.90	1,082.69	1,125.39
Hourly	13.744	14.291	14.870	15.467	16.077
<b>PAY GRADE 3</b>					
Annual	26,624.78	27,682.20	28,805.14	29,955.38	31,138.38
Bi-weekly	1,024.03	1,064.70	1,107.89	1,152.13	1,197.63
Hourly	14.629	15.210	15.827	16.459	17.109
<b>PAY GRADE 4</b>					
Annual	32,472.44	33,762.82	35,122.36	36,543.78	37,990.68
Bi-weekly	1,248.94	1,298.57	1,350.86	1,405.53	1,461.18
Hourly	17.842	18.551	19.298	20.079	20.874
<b>PAY GRADE 5</b>					
Annual	34,321.56	35,686.56	37,128.00	38,629.50	40,158.30
Bi-weekly	1,320.06	1,372.56	1,428.00	1,485.75	1,544.55
Hourly	18.858	19.608	20.400	21.225	22.065
<b>PAY GRADE 6</b>					
Annual	36,170.68	37,617.58	39,124.54	40,711.58	42,318.64
Bi-weekly	1,391.18	1,446.83	1,504.79	1,565.83	1,627.64
Hourly	19.874	20.669	21.497	22.369	23.252
<b>PAY GRADE 7</b>					
Annual	38,019.80	39,543.14	41,126.54	42,795.48	44,488.08
Bi-weekly	1,462.30	1,520.89	1,581.79	1,645.98	1,711.08
Hourly	20.890	21.727	22.597	23.514	24.444
<b>PAY GRADE 8</b>					
Annual	39,872.56	41,465.06	43,128.54	44,875.74	46,650.24
Bi-weekly	1,533.56	1,594.81	1,658.79	1,725.99	1,794.24
Hourly	21.908	22.783	23.697	24.657	25.632

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2009*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 9</b>					
Annual	41,714.40	43,385.16	45,130.54	46,956.00	48,816.04
Bi-weekly	1,604.40	1,668.66	1,735.79	1,806.00	1,877.54
Hourly	22.920	23.838	24.797	25.800	26.822
<b>PAY GRADE 10</b>					
Annual	43,574.44	45,312.54	47,132.54	49,039.90	50,981.84
Bi-weekly	1,675.94	1,742.79	1,812.79	1,886.15	1,960.84
Hourly	23.942	24.897	25.897	26.945	28.012
<b>PAY GRADE 11</b>					
Annual	45,425.38	47,234.46	49,132.72	51,118.34	53,151.28
Bi-weekly	1,747.13	1,816.71	1,889.72	1,966.09	2,044.28
Hourly	24.959	25.953	26.996	28.087	29.204
<b>PAY GRADE 12</b>					
Annual	47,278.14	49,161.84	51,131.08	53,209.52	55,311.62
Bi-weekly	1,818.39	1,890.84	1,966.58	2,046.52	2,127.37
Hourly	25.977	27.012	28.094	29.236	30.391
<b>PAY GRADE 13</b>					
Annual	49,125.44	51,085.58	53,140.36	55,286.14	57,475.60
Bi-weekly	1,889.44	1,964.83	2,043.86	2,126.39	2,210.60
Hourly	26.992	28.069	29.198	30.377	31.580
<b>PAY GRADE 14</b>					
Annual	50,974.56	53,011.14	55,138.72	57,368.22	59,641.40
Bi-weekly	1,960.56	2,038.89	2,120.72	2,206.47	2,293.90
Hourly	28.008	29.127	30.296	31.521	32.770
<b>PAY GRADE 15</b>					
Annual	52,827.32	54,936.70	57,138.90	59,450.30	61,809.02
Bi-weekly	2,031.82	2,112.95	2,197.65	2,286.55	2,377.27
Hourly	29.026	30.185	31.395	32.665	33.961
<b>PAY GRADE 16</b>					
Annual	54,674.62	56,856.80	59,140.90	61,536.02	63,969.36
Bi-weekly	2,102.87	2,186.80	2,274.65	2,366.77	2,460.36
Hourly	30.041	31.240	32.495	33.811	35.148
<b>PAY GRADE 17</b>					
Annual	56,529.20	58,782.36	61,146.54	63,614.46	66,133.34
Bi-weekly	2,174.20	2,260.86	2,351.79	2,446.71	2,543.59
Hourly	31.060	32.298	33.597	34.953	36.337

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2009*

		<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>PAY GRADE 18</b>						
Annual	58,780.54	61,117.42	63,594.44	66,138.80	68,750.50	
Bi-weekly	2,260.79	2,350.67	2,445.94	2,543.80	2,644.25	
Hourly	32.297	33.581	34.942	36.340	37.775	

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2010*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 1</b>					
Annual	23,998.52	24,946.74	25,956.84	26,996.06	28,062.58
Bi-weekly	923.02	959.49	998.34	1,038.31	1,079.33
Hourly	13.186	13.707	14.262	14.833	15.419
<b>PAY GRADE 2</b>					
Annual	25,640.16	26,659.36	27,740.44	28,854.28	29,991.78
Bi-weekly	986.16	1,025.36	1,066.94	1,109.78	1,153.53
Hourly	14.088	14.648	15.242	15.854	16.479
<b>PAY GRADE 3</b>					
Annual	27,290.90	28,373.80	29,525.86	30,703.40	31,917.34
Bi-weekly	1,049.65	1,091.30	1,135.61	1,180.90	1,227.59
Hourly	14.995	15.590	16.223	16.870	17.537
<b>PAY GRADE 4</b>					
Annual	33,284.16	34,607.30	35,999.60	37,457.42	38,940.72
Bi-weekly	1,280.16	1,331.05	1,384.60	1,440.67	1,497.72
Hourly	18.288	19.015	19.780	20.581	21.396
<b>PAY GRADE 5</b>					
Annual	35,178.78	36,578.36	38,056.20	39,595.92	41,162.94
Bi-weekly	1,353.03	1,406.86	1,463.70	1,522.92	1,583.19
Hourly	19.329	20.098	20.910	21.756	22.617
<b>PAY GRADE 6</b>					
Annual	37,075.22	38,558.52	40,101.88	41,728.96	43,376.06
Bi-weekly	1,425.97	1,483.02	1,542.38	1,604.96	1,668.31
Hourly	20.371	21.186	22.034	22.928	23.833
<b>PAY GRADE 7</b>					
Annual	38,969.84	40,531.40	42,154.84	43,865.64	45,600.10
Bi-weekly	1,498.84	1,558.90	1,621.34	1,687.14	1,753.85
Hourly	21.412	22.270	23.162	24.102	25.055
<b>PAY GRADE 8</b>					
Annual	40,869.92	42,502.46	44,205.98	45,996.86	47,816.86
Bi-weekly	1,571.92	1,634.71	1,700.23	1,769.11	1,839.11
Hourly	22.456	23.353	24.289	25.273	26.273

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2010*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 9</b>					
Annual	42,757.26	44,469.88	46,258.94	48,129.90	50,037.26
Bi-weekly	1,644.51	1,710.38	1,779.19	1,851.15	1,924.51
Hourly	23.493	24.434	25.417	26.445	27.493
<b>PAY GRADE 10</b>					
Annual	44,664.62	46,444.58	48,310.08	50,266.58	52,255.84
Bi-weekly	1,717.87	1,786.33	1,858.08	1,933.33	2,009.84
Hourly	24.541	25.519	26.544	27.619	28.712
<b>PAY GRADE 11</b>					
Annual	46,561.06	48,415.64	50,361.22	52,395.98	54,479.88
Bi-weekly	1,790.81	1,862.14	1,936.97	2,015.23	2,095.38
Hourly	25.583	26.602	27.671	28.789	29.934
<b>PAY GRADE 12</b>					
Annual	48,459.32	50,390.34	52,408.72	54,539.94	56,694.82
Bi-weekly	1,863.82	1,938.09	2,015.72	2,097.69	2,180.57
Hourly	26.626	27.687	28.796	29.967	31.151
<b>PAY GRADE 13</b>					
Annual	50,353.94	52,363.22	54,468.96	56,667.52	58,913.40
Bi-weekly	1,936.69	2,013.97	2,094.96	2,179.52	2,265.90
Hourly	27.667	28.771	29.928	31.136	32.370
<b>PAY GRADE 14</b>					
Annual	52,248.56	54,336.10	56,516.46	58,802.38	61,131.98
Bi-weekly	2,009.56	2,089.85	2,173.71	2,261.63	2,351.23
Hourly	28.708	29.855	31.053	32.309	33.589
<b>PAY GRADE 15</b>					
Annual	54,148.64	56,310.80	58,567.60	60,937.24	63,354.20
Bi-weekly	2,082.64	2,165.80	2,252.60	2,343.74	2,436.70
Hourly	29.752	30.940	32.180	33.482	34.810
<b>PAY GRADE 16</b>					
Annual	56,041.44	58,278.22	60,618.74	63,073.92	65,569.14
Bi-weekly	2,155.44	2,241.47	2,331.49	2,425.92	2,521.89
Hourly	30.792	32.021	33.307	34.656	36.027
<b>PAY GRADE 17</b>					
Annual	57,943.34	60,251.10	62,675.34	65,205.14	67,785.90
Bi-weekly	2,228.59	2,317.35	2,410.59	2,507.89	2,607.15
Hourly	31.837	33.105	34.437	35.827	37.245

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2010*

			<b>Steps</b>		
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 18</b>					
Annual	60,249.28	62,646.22	65,185.12	67,793.18	70,468.58
Bi-weekly	2,317.28	2,409.47	2,507.12	2,607.43	2,710.33
Hourly	33.104	34.421	35.816	37.249	38.719

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2011*

	<b>Steps</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>PAY GRADE 1</b>						
Annual	24,659.18	25,632.88	26,670.28	27,738.62	28,834.26	
Bi-weekly	948.43	985.88	1,025.78	1,066.87	1,109.01	
Hourly	13.549	14.084	14.654	15.241	15.843	
<b>PAY GRADE 2</b>						
Annual	26,344.50	27,392.82	28,503.02	29,647.80	30,816.24	
Bi-weekly	1,013.25	1,053.57	1,096.27	1,140.30	1,185.24	
Hourly	14.475	15.051	15.661	16.290	16.932	
<b>PAY GRADE 3</b>						
Annual	28,040.74	29,154.58	30,337.58	31,547.88	32,794.58	
Bi-weekly	1,078.49	1,121.33	1,166.83	1,213.38	1,261.33	
Hourly	15.407	16.019	16.669	17.334	18.019	
<b>PAY GRADE 4</b>						
Annual	34,199.62	35,559.16	36,989.68	38,487.54	40,010.88	
Bi-weekly	1,315.37	1,367.66	1,422.68	1,480.29	1,538.88	
Hourly	18.791	19.538	20.324	21.147	21.984	
<b>PAY GRADE 5</b>						
Annual	36,147.02	37,584.82	39,102.70	40,684.28	42,294.98	
Bi-weekly	1,390.27	1,445.57	1,503.95	1,564.78	1,626.73	
Hourly	19.861	20.651	21.485	22.354	23.239	
<b>PAY GRADE 6</b>						
Annual	38,094.42	39,619.58	41,204.80	42,877.38	44,568.16	
Bi-weekly	1,465.17	1,523.83	1,584.80	1,649.13	1,714.16	
Hourly	20.931	21.769	22.640	23.559	24.488	
<b>PAY GRADE 7</b>						
Annual	40,041.82	41,645.24	43,314.18	45,072.30	46,854.08	
Bi-weekly	1,540.07	1,601.74	1,665.93	1,733.55	1,802.08	
Hourly	22.001	22.882	23.799	24.765	25.744	
<b>PAY GRADE 8</b>						
Annual	41,994.68	43,670.90	45,421.74	47,261.76	49,132.72	
Bi-weekly	1,615.18	1,679.65	1,746.99	1,817.76	1,889.72	
Hourly	23.074	23.995	24.957	25.968	26.996	

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2011*

	<b>Steps</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>PAY GRADE 9</b>						
Annual	43,932.98	45,692.92	47,531.12	49,453.04	51,413.18	
Bi-weekly	1,689.73	1,757.42	1,828.12	1,902.04	1,977.43	
Hourly	24.139	25.106	26.116	27.172	28.249	
<b>PAY GRADE 10</b>						
Annual	45,893.12	47,722.22	49,638.68	51,649.78	53,693.64	
Bi-weekly	1,765.12	1,835.47	1,909.18	1,986.53	2,065.14	
Hourly	25.216	26.221	27.274	28.379	29.502	
<b>PAY GRADE 11</b>						
Annual	47,842.34	49,747.88	51,746.24	53,837.42	55,977.74	
Bi-weekly	1,840.09	1,913.38	1,990.24	2,070.67	2,152.99	
Hourly	26.287	27.334	28.432	29.581	30.757	
<b>PAY GRADE 12</b>						
Annual	49,791.56	51,775.36	53,850.16	56,039.62	58,254.56	
Bi-weekly	1,915.06	1,991.36	2,071.16	2,155.37	2,240.56	
Hourly	27.358	28.448	29.588	30.791	32.008	
<b>PAY GRADE 13</b>						
Annual	51,738.96	53,802.84	55,966.82	58,225.44	60,533.20	
Bi-weekly	1,989.96	2,069.34	2,152.57	2,239.44	2,328.20	
Hourly	28.428	29.562	30.751	31.992	33.260	
<b>PAY GRADE 14</b>						
Annual	53,684.54	55,830.32	58,070.74	60,418.54	62,813.66	
Bi-weekly	2,064.79	2,147.32	2,233.49	2,323.79	2,415.91	
Hourly	29.497	30.676	31.907	33.197	34.513	
<b>PAY GRADE 15</b>						
Annual	55,637.40	57,859.62	60,178.30	62,613.46	65,095.94	66,397.24
Bi-weekly	2,139.90	2,225.37	2,314.55	2,408.21	2,503.69	2,553.74
Hourly	30.570	31.791	33.065	34.403	35.767	36.482
<b>PAY GRADE 16</b>						
Annual	57,582.98	59,881.64	62,285.86	64,808.38	67,372.76	68,719.56
Bi-weekly	2,214.73	2,303.14	2,395.61	2,492.63	2,591.26	2,643.06
Hourly	31.639	32.902	34.223	35.609	37.018	37.758

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2011*

	<b>Steps</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>PAY GRADE 17</b>						
Annual	59,537.66	61,907.30	64,398.88	66,997.84	69,649.58	71,041.88
Bi-weekly	2,289.91	2,381.05	2,476.88	2,576.84	2,678.83	2,732.38
Hourly	32.713	34.015	35.384	36.812	38.269	39.034
<b>PAY GRADE 18</b>						
Annual	61,905.48	64,369.76	66,977.82	69,656.86	72,406.88	73,855.60
Bi-weekly	2,380.98	2,475.76	2,576.07	2,679.11	2,784.88	2,840.60
Hourly	34.014	35.368	36.801	38.273	39.784	40.580

\* APPENDIX G

**TEMPORARY VACANCIES**

Preamble

- \* (a) The parties agree that temporary operational requirements that arise during the normal eight (8) week scheduling period are to be dealt with under Appendix C.
- (b) Temporary employment and/or the hiring of temporary employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in Article 11.
- (c) If the work of a time-limited project becomes ongoing or becomes an established part of the Employer workforce, the position shall be posted in accordance with Article 11 of the collective agreement.

\* 1) Information on Temporary Vacancies

When contemplating a temporary vacancy, the Employer shall notify the Union in writing, giving the details of the temporary vacancy, including the type of work to be performed, the duration, and the applicable classification and rate of pay.

This clause does not apply to circumstances covered under paragraph 2(a) below.

\* 2) Circumstances Allowing Temporary Vacancies

Temporary vacancies may be filled only in the event of one of the following three (3) circumstances:

- (a) A permanent employee is absent or is anticipated to be absent for a period greater than eight (8) weeks but less than two (2) years. Such period may be extended with the written consent of the parties, or
- (b) Specific funding is provided by an outside source (other than the City of Ottawa, with the exception of Development Charge money) for a period not greater than two (2) years. Such period may be extended with the written consent of the parties, or
- (c) Time limited projects not exceeding six (6) months. Such period may be extended with the written consent of the parties.

\*3) Staffing of Temporary Vacancies

- (a) All temporary vacancies shall be filled as per Article 11.1
- (b) If the project is staffed with existing full-time, part-time or casual bargaining unit employees, full-time and part-time employees shall be eligible to return to their former positions and casuals shall be eligible to return to their former casual status either:
  - (i) At the expiry of the term of the project; or
  - (ii) At any time prior to completing three (3) months in the project, as per the trial period outlined in Article 11.3.

\* 4) Terms and Conditions Applicable to Employees Performing Temporary Work Under Appendix G (External Applicants)

All provisions of the collective agreement will apply to externally hired employees performing work under Appendix F, save and except as modified below:

- Article 6 (Leave), not applicable except that the temporary employee shall be paid 6% vacation pay, based on gross earnings on a bi-weekly basis.
- Article 8 (Pension), subject to the terms and conditions of the OMERS Plan.
- Article 9 (Probation Period): Not applicable
- Article 10 (Seniority): In the event that a temporary employee becomes a full-time or part-time employee, he/she shall have his/her credits of hours worked converted into seniority in accordance with the collective agreement.
- Article 12 (Layoff and Recall): Not applicable
- Article 17 (Benefits):
  - i) After six (6) consecutive months, an employee who has worked an average of 17.5 hours per week during the initial six (6) month period shall receive an amount equal to 8% added to his/her regular pay in lieu of benefits
  - ii) The percentage in lieu of benefits payment will cease when the employee reaches sixty-nine (69) years of age.
- Article 22 (Job Security): Not applicable
- Article 24 (Organizational and Technological Change): Not applicable

\*5) Terms and Conditions Applicable to Internal Applicants Performing Temporary Work Under Appendix G

Where the employment status of existing employees changes temporarily, the following will establish which provisions of the collective agreement are applicable:

- (a) If the temporary assignment is known at the outset to be for a period of six (6) consecutive months or less, the employee will continue to be covered by the same provisions of the collective agreement as they were applicable prior to the beginning of the temporary assignment.
- (b) If the temporary assignment is known at the outset to be for a period of more than six (6) consecutive months, the provisions of the collective agreement applicable to the employee's new status will take effect on the first day of the temporary assignment.
- (c) If the temporary assignment was initially for six (6) consecutive months or less but is extended beyond six (6) months without interruption, the provisions of the collective agreement applicable to the employee's new temporary status will take effect on the first day of the seventh month in the temporary assignment. Where applicable, the employee will be deemed to have served the waiting period provided under Article 17, Benefits.

LETTER OF UNDERSTANDING #1

**“HALF-TIME” EMPLOYEES**

For the purpose of the clauses listed below, regular “half time” employees consist of all employees in a half time position at the time of the signing of the Collective Agreement, and shall include the names listed below:

Joseph, M.

The parties further agree that these “half-time” employees will not be forced to work five (5) days a week unless they so wish.

- 6.1.1 Regular half-time employees shall have a choice to receive their vacation entitlement under Article 6.1.1 - Vacation Entitlement – Full-Time Employees or Article 6.1.2 – Vacation Entitlement – Part-Time Employees.
- 6.2 Regular half-time employees shall continue to be entitled to the Income Protection Plan and all conditions. The total entitlement is reduced to one-half (1/2) of the entitlement for full-time employees.
- 6.9 Regular “half time” employees will continue to be entitled to a minimum of 3.5 hours for all public holidays whether or not their shift falls on the day of the public holiday.

Dated in Ottawa, Ontario this 30<sup>th</sup> day of June 2010.

“original signed by Brian Madden”

“original signed by Monique E. Désormeaux”

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For the Union

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For the Employer

\* LETTER OF UNDERSTANDING #2

**FORMER SICK LEAVE BANKS**

\* The parties agree that:

- (a) On June 1, 2007, the Employer will establish the real payout value in hours of the old sick leave banks for the former Nepean and Ottawa Public Library employees who have such banks. This will be accomplished by dividing the total number of hours in the employee's bank by two. The maximum number of hours in any given bank will be capped at 910 hours (the equivalent of 130 days).
- (b) The sick leave banks established in accordance with (a) above will be paid out over a period of five (5) years spanning from 2007 to 2011. Employees who have an accrued bank will receive a yearly payment equivalent to twenty percent (20%) of the number of hours in their bank as of June 1, 2007. The monetary value of the payment will be equivalent to the product obtained by multiplying the number of hours to be paid by the employee's hourly rate of pay in their substantive position as of October 1<sup>st</sup> of each year.
- (c) In each of the five (5) years, amounts will be paid during the pay period covering October 31<sup>st</sup>. The final payment in 2011 will include any outstanding monies remaining in the bank.
- (d) Notwithstanding the above, employees whose former sick leave bank value, as calculated using the formula in (a) and (b) above is worth a total of five hundred dollars (\$500.00) or less as of October 1, 2007, will receive payment in full of this bank in 2007.
- (e) All payments covered herein will be subject to all applicable statutory deductions.
- (f) Employees will no longer be entitled to take paid leave from their old sick leave bank or to top up the Income Protection Plan with leave accumulated in their bank.
- (g) On September 1<sup>st</sup> of each year, the Employer will provide the Union with a list identifying the names of employees having an old sick leave bank, the number of hours paid out to date along with the number of hours remaining in their banks.
- (h) Any employee leaving the employ of the Ottawa Public Library within the five (5) year period will be paid the balance of their entitlement with their last pay cheque.

(i) Examples

Employee #1 has 2030 hours in her bank on June 1, 2007. Half of this amount equates to 1015 hours. Maximum payout equates to 910 hours (the equivalent of 130 days).

The employee will receive:

<b>Year</b>	<b>Formula</b>	<b>Hours to be Paid</b>
2007	20% of 910 hours	182
2008	20% of 910 hours	182
2009	20% of 910 hours	182
2010	20% of 910 hours	182
2011	20% of 910 hours	182
<b>Total</b>		<b>910</b>

Employee #2 has 1537 hours in her bank on June 1, 2007. Half of this amount equates to 768.5 hours.

The employee will receive:

<b>Year</b>	<b>Formula</b>	<b>Hours to be Paid</b>
2007	20% of 768.5 hours	153.7
2008	20% of 768.5 hours	153.7
2009	20% of 768.5 hours	153.7
2010	20% of 768.5 hours	153.7
2011	20% of 768.5 hours	153.7
<b>Total</b>		<b>768.5</b>

Dated in Ottawa, Ontario this 30<sup>th</sup> day of June 2010.

"original signed by Brian Madden"

\_\_\_\_\_  
For the Union

"original signed by Monique E. Désormeaux"

\_\_\_\_\_  
For the Employer

\* LETTER OF UNDERSTANDING #3

**PAY**

Addition of Half Step to Pay Grades 15 through 18

Effective January 1, 2011 a half step (equivalent to an increase of 2% of the respective 5<sup>th</sup> step) will be added to pay grades 15 through 18.

Eligibility for New Step 6 of Pay Grades 15 through 18

Employees who have been at the maximum of the range for at least 12 months as of January 1, 2011 will be eligible to receive the new maximum of the range on their next anniversary date.

Dated in Ottawa, Ontario this 30<sup>th</sup> day of June 2010.

"original signed by Brian Madden"

\_\_\_\_\_  
For the Union

"original signed by Monique E. Désormeaux"

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For the Employer