



# **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.)**

*Ratified by the Employer : December 13, 2004  
Expiry: December 31, 2006*

# TABLE OF CONTENTS

<b>ARTICLE 1</b> .....	<b>1</b>
RECOGNITION.....	1
<b>ARTICLE 2</b> .....	<b>1</b>
RESPONSIBILITY OF THE EMPLOYER.....	1
<b>ARTICLE 3</b> .....	<b>2</b>
RESPONSIBILITY OF THE UNION .....	2
<b>ARTICLE 4</b> .....	<b>3</b>
HOURS OF WORK.....	3
4.1 Reporting.....	3
* 4.2 Flexible Working Hours/Compressed Work Week.....	3
4.3 Standard Hours of Work.....	4
* 4.4 Minimum Shift .....	5
* 4.5 (a) Evening and Saturday Work .....	5
* 4.6 Posting of Work Schedules and Shift Changes .....	5
4.7 Split Shifts .....	5
* 4.8 Lunch, Dinner and Break Periods.....	6
<b>ARTICLE 5</b> .....	<b>6</b>
OVERTIME .....	6
<b>ARTICLE 6</b> .....	<b>7</b>
LEAVE.....	7
* 6.1 Vacation Leave .....	7
* 6.2 Income Protection Plan.....	10
* 6.3 Reporting of Absences.....	13
* 6.4 Special Leave.....	13
* 6.5 Bereavement Leave .....	14
* 6.6 Parental Leave .....	14
6.7 Leave for Collective Bargaining .....	15
* 6.8 Leave of Absence for Union Members.....	16
6.9 Leave Without Pay .....	16
* 6.10 Retirement.....	17
* 6.11 Public Holidays.....	18
6.12.1 Jury and Witness Duty Leave.....	18
6.12.2 Court Duty .....	18
* 6.13 Time Off for Voting.....	19
* 6.14 Self-Funded Leave Plan .....	19
<b>ARTICLE 7</b> .....	<b>21</b>
WORKPLACE SAFETY & INSURANCE ACT .....	21

## TABLE OF CONTENTS

<b>ARTICLE 8</b> .....	<b>21</b>
PENSION.....	21
<b>ARTICLE 9</b> .....	<b>21</b>
PROBATION PERIOD.....	21
<b>ARTICLE 10</b> .....	<b>22</b>
SENIORITY.....	22
10.2 Accumulating Seniority .....	22
10.3 Losing Seniority.....	23
10.4 (a) Seniority Lists .....	23
(b) Bulletin Boards .....	23
(c) Lay-Off Notices .....	24
* 10.5 Definition of Continuous Service .....	24
<b>ARTICLE 11</b> .....	<b>24</b>
PROMOTIONS AND TRANSFERS.....	24
<b>ARTICLE 12</b> .....	<b>25</b>
LAYOFF AND RECALL .....	25
<b>ARTICLE 13</b> .....	<b>26</b>
UNION REPRESENTATION .....	26
<b>ARTICLE 14</b> .....	<b>27</b>
GRIEVANCE PROCEDURE.....	27
<b>ARTICLE 15</b> .....	<b>29</b>
ARBITRATION PROCEDURE – GRIEVANCES .....	29
<b>ARTICLE 16</b> .....	<b>30</b>
UNION SECURITY.....	30
<b>ARTICLE 17</b> .....	<b>31</b>
BENEFITS.....	31
17.1 Benefits .....	31
* 17.2 Eligibility .....	31
17.3 Restriction and Limitations.....	31
17.4 (a) Health Plans .....	32
(b) Dental Plan .....	32
* 17.5 Basic Life Insurance.....	32
17.6 Long Term Disability .....	32
17.7 Premiums .....	32

## TABLE OF CONTENTS

<b>ARTICLE 18.....</b>	<b>33</b>
LABOUR MANAGEMENT COMMITTEE .....	33
<b>ARTICLE 19.....</b>	<b>33</b>
PERSONNEL FILES.....	33
19.1 Access.....	33
19.2 Discipline.....	33
<b>ARTICLE 20.....</b>	<b>34</b>
SALARIES.....	34
<b>ARTICLE 21.....</b>	<b>35</b>
JOINT OCCUPATIONAL HEALTH & SAFETY .....	35
<b>ARTICLE 22.....</b>	<b>36</b>
JOB SECURITY .....	36
<b>ARTICLE 23.....</b>	<b>36</b>
ACTING PAY .....	36
<b>ARTICLE 24.....</b>	<b>37</b>
ORGANIZATIONAL OR TECHNOLOGICAL CHANGES .....	37
<b>ARTICLE 25.....</b>	<b>39</b>
GENERAL .....	39
25.1 Automobile Allowance.....	39
* 25.2 Uniforms and Protective Footwear .....	39
25.3 Number or Gender .....	39
25.4 Legal Protection .....	39
25.5 Job Description and Job Evaluation/Pay Equity.....	39
<b>ARTICLE 26.....</b>	<b>40</b>
CATEGORIES OF EMPLOYEES.....	40
<b>ARTICLE 27.....</b>	<b>40</b>
SEVERANCE PROCEDURE.....	40
<b>*ARTICLE 28 .....</b>	<b>41</b>
COLLECTIVE AGREEMENT VARIATIONS (CASUAL EMPLOYEES).....	41
<b>ARTICLE 29.....</b>	<b>43</b>
DURATION OF AGREEMENT .....	43

## TABLE OF CONTENTS

<b>SIGNATURE PAGE</b> .....	<b>44</b>
<b>APPENDIX A</b> .....	<b>45</b>
SENIORITY DOVETAILING CALCULATION .....	45
<b>* APPENDIX B</b> .....	<b>46</b>
AVERAGE WORKING DAY FORMULA .....	46
<b>* APPENDIX C</b> .....	<b>48</b>
SCHEDULING PROCEDURE FOR REPLACEMENT/ADDITIONAL HOURS.....	48
<b>* APPENDIX D</b> .....	<b>49</b>
CLASSIFICATION & SALARY SCALES .....	49
<b>* APPENDIX E</b> .....	<b>50</b>
LIST OF CLASSIFICATIONS .....	50
<b>* APPENDIX F</b> .....	<b>51</b>
SALARY SCALES.....	51
<i>Effective January 1, 2004</i> .....	51
<b>APPENDIX F</b> .....	<b>54</b>
SALARY SCALES.....	54
<i>Effective January 1, 2005</i> .....	54
<b>* APPENDIX F</b> .....	<b>57</b>
SALARY SCALES.....	57
<i>Effective January 1, 2006</i> .....	57
<b>APPENDIX G</b> .....	<b>60</b>
LIST OF MANAGERS.....	60
<b>APPENDIX H</b> .....	<b>61</b>
TEMPORARY EMPLOYMENT .....	61
<b>LETTER OF UNDERSTANDING #1</b> .....	<b>64</b>
“HALF-TIME” EMPLOYEES .....	64

## 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**

The Parties agree that the position of “Manager” as set out in this scope clause includes the positions set out in the list of Managers (Appendix G).

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 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) During the life of this Agreement, flexible working hours may be introduced in part or in whole provided that:

- \* (i) The normal daily working hours for all employees falls between the hours of 7:00 a.m. and 9:30 p.m.;
- (ii) They be consecutive and do not exceed the number of daily working hours provided for in this Agreement. This provision may be altered only by the mutual agreement in writing between the Employer and the Union;
- (iii) They are mutually agreed upon between the employees and the Employer.
- (b) A flexible/compressed workweek may be introduced during the life of this Agreement subject to mutual agreement between the Union and the Employer.

#### 4.3 Standard Hours of Work

The standard hours of work operative during the term of this Agreement shall be as follows:

##### \* 4.3.1 Non Public Service Staff

- (a) The normal hours of work for 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.
- (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 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.

##### \* 4.3.3 Day Span for Part-Time Employees

The weekly hours of part-time employees shall fall within the same hours as those applicable to full time employees as outlined in clauses 4.3.1 and 4.3.2.

\* 4.4 Minimum Shift

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.

\* 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 supervisor.
- (b) Except in cases of emergency, employees shall be given reasonable advance notice (24 hours) of changes in timetables.

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) 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.
- (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 at the end of the 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

- \* (1) 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.

- \* (2) 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.

- (3) 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.

- \* (4) 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.
- (5) To ensure the Library continues to operate in the best interest of the public during staff vacations, each Manager must ensure that:
  - (a) The vacation schedule is arranged so as to require a minimum number of replacements.
  - (b) A representative complement of professional, supervisory, support and clerical support workers is on duty at all times.
- (6) 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 or death, the salary over-payment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer.
- (7) 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.
- (8) 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.

- \* (9) 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, 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, 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
- (c) 10% after seventeen (17) years but less than twenty-five (25) years of continuous service
- (d) 12% after twenty-five (25) 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:

Length of Service	Full Salary (Weeks / Days)		66 2/3 Salary (Weeks / Days)	
	Weeks	Days	Weeks	Days
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.

#### 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 Former Sick Leave Bank Usage

There will be no further accumulation of sick leave credits. Employees from the former Nepean and Ottawa Public Libraries who had frozen sick leave credits at the date of signing this agreement may utilize those credits in the following manner:

- (a) An employee may use these credits to top up the 2/3's salary portion of the Income Protection Plan to full salary. This topping up shall be on the basis of one third (1/3) of a day credit for each day topped up.

An employee may also use these credits from the previous sick leave bank to continue being compensated after depletion of the employee's IPP entitlement.

- (b) On termination for any reason, including death, an employee who has ten (10) or more years of continuous employment shall be entitled to a pay-out equal to the product obtained by multiplying one-half (1/2) the number of days of unused credits on termination of employment by the employee's daily rate of pay to a maximum of one hundred and thirty (130) days' pay.

- (c) At the employee's option, the following payment methods are available to any employee who is entitled to a pay-out:

- (i) A lump sum payment at the time of termination, death, or retirement, or
- (ii) Conversion to an individual income averaging annuity, or
- (iii) Deposit into a Registered Retirement Savings Plan

Any additional cost, other than administration of costs for providing options (ii) and (iii) shall be met by the employee.

- (d) Employees may take up to three (3) days paid leave per year from their old sick leave credits. Such leave is to be taken at a mutually agreeable time.

\* 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 9:15 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.

\* 6.6 Parental 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 6.6.1 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).

## 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, Board Policy & Strategic Planning.

\* (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.

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 Retirement

- \* (a) The effective date of retirement for employees is the first day of the month following the month in which the employee has reached retirement age.
- (b) The retirement age for all employees shall be sixty-five (65) years.
- (c) The retiring employee's position shall be considered vacated on the effective date of retirement.

\* 6.11 Public Holidays

- (a) Employees are entitled to the following public holidays with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (b) A day designated as a recognized holiday, as set out in clause 6.11 (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.
- (c) An employee required to work on any of the holidays, as set out in clause 6.11 (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.

6.12.1 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.

6.12.2 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.

\* 6.13 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.

\* 6.14 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 remaining 20% of salary will be withheld and deposited by the Employer in a separate account for the employee at the Library's bank where interest will accrue. 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) The Employer shall open an account with its own bank for each employee chosen to take part in the plan. Each account will be designated "Account # Ottawa Public Library Board in Trust for \_\_\_\_\_ (employee's name)."
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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 6.9.

### 10.3 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;

### 10.4 (a) Seniority Lists

The Employer shall provide the Union in January of each year with a seniority list in order of seniority. The seniority list shall include the name, employment status, substantive department/branch, substantive work location, employee identification number, seniority, date of hire, substantive classification, 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.

### (b) Bulletin Boards

The Employer shall supply sufficient copies for posting on bulletin boards in all branches. The Union may post notices of meetings and other notices of interest to the employees, upon approval of the Division Manager, Board Policy & Strategic Planning. Such requests shall not be unreasonably denied and shall be dealt with in a timely fashion.

(c) 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.

\* 10.5 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. Applicants who do not meet the minimum requirements shall be informed in writing. The Employer shall notify successful candidates and shall post the name of successful candidates in all competitions. 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 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.
- 12.2 In the event of a layoff, employees shall be laid off in the reverse order of their seniority.
- 12.3 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.
- 12.4 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.

- 12.5 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.
- 12.6 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 12.3.
- 12.7 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.
- 12.8 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.
- 12.9 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.

## 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 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.

14.5 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, Board Policy & Strategic Planning. 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.

14.6 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.

14.7 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.

14.8 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 14.7, 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.

#### 14.9 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.

#### 14.10 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 14.7

#### 14.11 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 14.7.

14.12 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.

14.13 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 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

It is understood that the Employer's obligations under the article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plans described in this Article.

#### \* 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

The amount of eligibility for benefits referred to herein are subject to the terms and conditions of the contract of the Insurer providing such benefits. Any dispute as to entitlement to benefits provided under the contract is between the employee and the Insurer.

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 (a) Health Plans

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

(b) Dental Plan

The Employer agrees during the duration of this contract 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.

The Employer shall ensure coverage based on the previous year's ODA schedule.

\* 17.5 Basic Life Insurance

The Employer agrees during the duration of this contract 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.

17.6 Long Term Disability

The Employer agrees during the duration of this contract to pay one hundred percent (100%) of the cost of the monthly premium of the Long Term Disability plan for employees covered thereby. An employee absent from work on LTDI shall not earn/accumulate annual leave credits while on such leave.

17.7 Premiums

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

17.8 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 plans in each workplace.

## 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 in each classification in which the employee works.
- 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 (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 agrees to provide the Union with the following information three (3) times a year:

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

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

## ARTICLE 23

### **ACTING PAY**

23.1 Except for periods of vacation leave, 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 eight (8) or more continuous working days, the employee shall receive acting pay retroactive to the first day.

In situations involving vacation leave, 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 twenty (20) or more continuous working days, the employee shall receive acting pay retroactive to the first day. 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.

### 23.2 Promotional 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.

### 23.3 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) 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 of two (2) weeks pay for each year of service or part thereof, to a maximum of 26 weeks, as reflected in the Employment Standards Act in effect as of the signing of this collective agreement.

## 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 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), 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 Description and Job Evaluation/Pay Equity

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. This shall be applicable, after the Joint Job Evaluation/Pay Equity Committee has completed the review as outlined in Appendix E.

## 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 (CASUAL EMPLOYEES)**

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

Article 4 Hours of Work and

Article 5 Overtime

Not applicable, except overtime shall be paid after seven (7) 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.

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, 25.3 and 25.4
- Article 26 Categories of employees  
Applicable
- Article 27 Severance Procedure  
Applicable
- Article 28 Collective Agreement Variations (Casual Employees)  
Applicable
- Article 29 Duration of Agreement  
Applicable
- Appendix A Seniority Dovetailing Calculations  
Not applicable
- Appendix B Average Working Day Formula  
Applicable
- Appendix C Scheduling Procedure for Replacement / Additional Hours  
Applicable
- Appendix D Classification & Salary Scales  
Applicable
- Appendix E List of Classifications  
Applicable
- Appendix F Salary Scales  
Applicable

## ARTICLE 29

### **DURATION OF AGREEMENT**

\* 29.1 Duration of Agreement

This agreement shall remain in force and effect from the date of ratification by the Employer (except where a clause otherwise provides), i.e. December 13, 2004, to December 31, 2006. 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.

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

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Per: Rick Chiarelli (Chair)

\_\_\_\_\_  
Per: Jim Robillard (President)

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

\_\_\_\_\_  
Per: Joan Keith

\_\_\_\_\_  
Per: Monique E. Désormeaux  
(Division Manager, Planning  
& Governance)

\_\_\_\_\_  
Per : Pierrette St-Louis

\_\_\_\_\_  
Per: Dorothy McGinn  
(Manager, Beaverbrook, Hazeldean,  
Carp, Fitroy Harbour and Constance Bay)

\_\_\_\_\_  
Per: Elizabeth Tucker

\_\_\_\_\_  
Per: Philip Robert  
(Manager, Rideau, St-Laurent,  
Rockliffe Park and Vanier)

\_\_\_\_\_  
Per: Pierre Lalonde  
(National Representative)

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

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

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

## 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 + 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
- 6.6.2 Parental Leave Top-up
- 6.11 Public Holidays (for Part-Time employees who are not scheduled to work on the day the Public Holiday falls).

\* 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 & SALARY SCALES**

The Parties agree to create a Joint Job Evaluation/Pay Equity Committee comprised of three (3) representatives each excluding their advisor(s) to review 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 will review the above documentation and edit the documents to represent the Library.

The Parties agree to have the Joint Job Evaluation/Pay Equity Committee review 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 may be increased to reflect additional positions which may have been omitted or modified upon review by the Committee.

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

All positions falling within this Collective Agreement will be matched to the benchmark positions and associated salary schedule (Appendix E and Appendix F). Placement in the pay grade will be at the rate closest to but not less than the employee's present rate. Any new position shall be subject to review under the Joint Job Evaluation/Pay Equity provision outlined in Article 25.5. If it is found that the present pay grades are not extensive enough to accommodate rates which are greater than can be accommodated by the established pay grades, the list of pay grades may be expanded.

Upon completion of this process, should a position be classified through the Joint Job Evaluation/Pay Equity process higher than it was originally matched, the incumbent shall be placed at the closest rate within the new pay scale retroactive to January 1, 2002 or if later on the date of appointment to the position.

For those employees whose present rate of pay exceeds the maximum rate of pay of the newly developed pay grades in which they are placed or whose rate of pay would place them beyond existing pay grades, such employees shall continue to receive their rate of pay but will be subject to the provisions of Clause 20.6.

\* APPENDIX E

**LIST OF CLASSIFICATIONS**

**\* NOTE: The List of Classifications will be produced separately upon completion of the joint job evaluation / pay equity process.**

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2004*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 1</b>					
Annual	20,491.38	21,304.92	22,167.60	23,053.94	23,965.76
Bi-weekly	788.13	819.42	852.60	886.69	921.76
Hourly	11.259	11.706	12.180	12.667	13.168
<b>PAY GRADE 2</b>					
Annual	21,894.60	22,766.38	23,687.30	24,637.34	25,609.22
Bi-weekly	842.10	875.63	911.05	947.59	984.97
Hourly	12.030	12.509	13.015	13.537	14.071
<b>PAY GRADE 3</b>					
Annual	23,303.28	24,229.66	25,210.64	26,220.74	27,256.32
Bi-weekly	896.28	931.91	969.64	1,008.49	1,048.32
Hourly	12.804	13.313	13.852	14.407	14.976
<b>PAY GRADE 4</b>					
Annual	24,715.60	25,694.76	26,737.62	27,805.96	28,905.24
Bi-weekly	950.60	988.26	1,028.37	1,069.46	1,111.74
Hourly	13.580	14.118	14.691	15.278	15.882
<b>PAY GRADE 5</b>					
Annual	26,122.46	27,159.86	28,260.96	29,389.36	30,552.34
Bi-weekly	1,004.71	1,044.61	1,086.96	1,130.36	1,175.09
Hourly	14.353	14.923	15.528	16.148	16.787
<b>PAY GRADE 6</b>					
Annual	27,529.32	28,623.14	29,784.30	30,974.58	32,197.62
Bi-weekly	1,058.82	1,100.89	1,145.55	1,191.33	1,238.37
Hourly	15.126	15.727	16.365	17.019	17.691
<b>PAY GRADE 7</b>					
Annual	28,939.82	30,091.88	31,307.64	32,561.62	33,846.54
Bi-weekly	1,113.07	1,157.38	1,204.14	1,252.37	1,301.79
Hourly	15.901	16.534	17.202	17.891	18.597
<b>PAY GRADE 8</b>					
Annual	30,348.50	31,555.16	32,830.98	34,143.20	35,493.64
Bi-weekly	1,167.25	1,213.66	1,262.73	1,313.20	1,365.14
Hourly	16.675	17.338	18.039	18.760	19.502

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2004*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 9</b>					
Annual	31,751.72	33,016.62	34,352.50	35,728.42	37,137.10
Bi-weekly	1,221.22	1,269.87	1,321.25	1,374.17	1,428.35
Hourly	17.446	18.141	18.875	19.631	20.405
<b>PAY GRADE 10</b>					
Annual	33,165.86	34,483.54	35,879.48	37,315.46	38,789.66
Bi-weekly	1,275.610	1,326.290	1,379.980	1,435.210	1,491.910
Hourly	18.223	18.947	19.714	20.503	21.313
<b>PAY GRADE 11</b>					
Annual	34,572.72	35,946.82	37,404.64	38,898.86	40,434.94
Bi-weekly	1,329.72	1,382.57	1,438.64	1,496.11	1,555.19
Hourly	18.996	19.751	20.552	21.373	22.217
<b>PAY GRADE 12</b>					
Annual	35,979.58	37,411.92	38,924.34	40,484.08	42,082.04
Bi-weekly	1,383.83	1,438.92	1,497.09	1,557.08	1,618.54
Hourly	19.769	20.556	21.387	22.244	23.122
<b>PAY GRADE 13</b>					
Annual	37,386.44	38,875.20	40,447.68	42,065.66	43,729.14
Bi-weekly	1,437.94	1,495.20	1,555.68	1,617.91	1,681.89
Hourly	20.542	21.360	22.224	23.113	24.027
<b>PAY GRADE 14</b>					
Annual	38,796.94	40,340.30	41,972.84	43,652.70	45,374.42
Bi-weekly	1,492.19	1,551.55	1,614.34	1,678.95	1,745.17
Hourly	21.317	22.165	23.062	23.985	24.931
<b>PAY GRADE 15</b>					
Annual	43,326.92	45,050.46	46,875.92	48,748.70	50,676.08
Bi-weekly	1,666.42	1,732.71	1,802.92	1,874.95	1,949.08
Hourly	23.806	24.753	25.756	26.785	27.844
<b>PAY GRADE 16</b>					
Annual	46,036.90	47,867.82	49,804.30	51,797.20	53,844.70
Bi-weekly	1,770.65	1,841.07	1,915.55	1,992.20	2,070.95
Hourly	25.295	26.301	27.365	28.460	29.585
<b>PAY GRADE 17</b>					
Annual	48,743.24	50,681.54	52,734.50	54,845.70	57,009.68
Bi-weekly	1,874.74	1,949.29	2,028.25	2,109.45	2,192.68
Hourly	26.782	27.847	28.975	30.135	31.324

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2004*

		<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>PAY GRADE 18</b>						
Annual	51,449.58	53,497.08	55,664.70	57,890.56	60,178.30	
Bi-weekly	1,978.83	2,057.58	2,140.95	2,226.56	2,314.55	
Hourly	28.269	29.394	30.585	31.808	33.065	

APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2005*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 1</b>					
Annual	20,951.84	21,783.58	22,666.28	23,572.64	24,504.48
Bi-weekly	805.84	837.83	871.78	906.64	942.48
Hourly	11.512	11.969	12.454	12.952	13.464
<b>PAY GRADE 2</b>					
Annual	22,387.82	23,277.80	24,220.56	25,192.44	26,186.16
Bi-weekly	861.07	895.30	931.56	968.94	1,007.16
Hourly	12.301	12.790	13.308	13.842	14.388
<b>PAY GRADE 3</b>					
Annual	23,827.44	24,775.66	25,778.48	26,810.42	27,869.66
Bi-weekly	916.44	952.91	991.48	1,031.17	1,071.91
Hourly	13.092	13.613	14.164	14.731	15.313
<b>PAY GRADE 4</b>					
Annual	25,272.52	26,273.52	27,340.04	28,432.04	29,554.98
Bi-weekly	972.02	1,010.52	1,051.54	1,093.54	1,136.73
Hourly	13.886	14.436	15.022	15.622	16.239
<b>PAY GRADE 5</b>					
Annual	26,710.32	27,771.38	28,896.14	30,050.02	31,240.30
Bi-weekly	1,027.32	1,068.13	1,111.39	1,155.77	1,201.55
Hourly	14.676	15.259	15.877	16.511	17.165
<b>PAY GRADE 6</b>					
Annual	28,148.12	29,267.42	30,454.06	31,671.64	32,921.98
Bi-weekly	1,082.62	1,125.67	1,171.31	1,218.14	1,266.23
Hourly	15.466	16.081	16.733	17.402	18.089
<b>PAY GRADE 7</b>					
Annual	29,591.38	30,768.92	32,011.98	33,295.08	34,607.30
Bi-weekly	1,138.13	1,183.42	1,231.23	1,280.58	1,331.05
Hourly	16.259	16.906	17.589	18.294	19.015
<b>PAY GRADE 8</b>					
Annual	31,031.00	32,264.96	33,569.90	34,911.24	36,292.62
Bi-weekly	1,193.50	1,240.96	1,291.15	1,342.74	1,395.87
Hourly	17.050	17.728	18.445	19.182	19.941

APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2005*

		<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
<b>PAY GRADE 9</b>						
Annual	32,466.98	33,759.18	35,126.00	36,532.86	37,972.48	
Bi-weekly	1,248.73	1,298.43	1,351.00	1,405.11	1,460.48	
Hourly	17.839	18.549	19.300	20.073	20.864	
<b>PAY GRADE 10</b>						
Annual	33,912.06	35,258.86	36,687.56	38,154.48	39,663.26	
Bi-weekly	1,304.31	1,356.11	1,411.06	1,467.48	1,525.51	
Hourly	18.633	19.373	20.158	20.964	21.793	
<b>PAY GRADE 11</b>						
Annual	35,349.86	36,754.90	38,245.48	39,774.28	41,344.94	
Bi-weekly	1,359.61	1,413.65	1,470.98	1,529.78	1,590.19	
Hourly	19.423	20.195	21.014	21.854	22.717	
<b>PAY GRADE 12</b>						
Annual	36,789.48	38,254.58	39,799.76	41,394.08	43,028.44	
Bi-weekly	1,414.98	1,471.33	1,530.76	1,592.08	1,654.94	
Hourly	20.214	21.019	21.868	22.744	23.642	
<b>PAY GRADE 13</b>						
Annual	38,227.28	39,750.62	41,357.68	43,012.06	44,713.76	
Bi-weekly	1,470.28	1,528.87	1,590.68	1,654.31	1,719.76	
Hourly	21.004	21.841	22.724	23.633	24.568	
<b>PAY GRADE 14</b>						
Annual	39,670.54	41,248.48	42,917.42	44,635.50	46,395.44	
Bi-weekly	1,525.79	1,586.48	1,650.67	1,716.75	1,784.44	
Hourly	21.797	22.664	23.581	24.525	25.492	
<b>PAY GRADE 15</b>						
Annual	44,302.44	46,064.20	47,931.52	49,846.16	51,815.40	
Bi-weekly	1,703.94	1,771.70	1,843.52	1,917.16	1,992.90	
Hourly	24.342	25.310	26.336	27.388	28.470	
<b>PAY GRADE 16</b>						
Annual	47,072.48	48,945.26	50,925.42	52,962.00	55,056.82	
Bi-weekly	1,810.48	1,882.51	1,958.67	2,037.00	2,117.57	
Hourly	25.864	26.893	27.981	29.100	30.251	
<b>PAY GRADE 17</b>						
Annual	49,840.70	51,822.68	53,921.14	56,079.66	58,292.78	
Bi-weekly	1,916.95	1,993.18	2,073.89	2,156.91	2,242.03	
Hourly	27.385	28.474	29.627	30.813	32.029	

APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2005*

			<b>Steps</b>		
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 18</b>					
Annual	52,607.10	54,700.10	56,916.86	59,193.68	61,532.38
Bi-weekly	2,023.35	2,103.85	2,189.11	2,276.68	2,366.63
Hourly	28.905	30.055	31.273	32.524	33.809

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2006*

	<b>Steps</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 1</b>					
Annual	21,528.78	22,382.36	23,288.72	24,220.56	25,177.88
Bi-weekly	828.03	860.86	895.72	931.56	968.38
Hourly	11.829	12.298	12.796	13.308	13.834
<b>PAY GRADE 2</b>					
Annual	23,002.98	23,918.44	24,886.68	25,885.86	26,906.88
Bi-weekly	884.73	919.94	957.18	995.61	1,034.88
Hourly	12.639	13.142	13.674	14.223	14.784
<b>PAY GRADE 3</b>					
Annual	24,482.64	25,456.34	26,488.28	27,547.52	28,635.88
Bi-weekly	941.64	979.09	1,018.78	1,059.52	1,101.38
Hourly	13.452	13.987	14.554	15.136	15.734
<b>PAY GRADE 4</b>					
Annual	25,967.76	26,996.06	28,091.70	29,214.64	30,368.52
Bi-weekly	998.76	1,038.31	1,080.45	1,123.64	1,168.02
Hourly	14.268	14.833	15.435	16.052	16.686
<b>PAY GRADE 5</b>					
Annual	27,445.60	28,535.78	29,691.48	30,876.30	32,099.34
Bi-weekly	1,055.60	1,097.53	1,141.98	1,187.55	1,234.59
Hourly	15.080	15.679	16.314	16.965	17.637
<b>PAY GRADE 6</b>					
Annual	28,921.62	30,071.86	31,291.26	32,543.42	33,826.52
Bi-weekly	1,112.37	1,156.61	1,203.51	1,251.67	1,301.02
Hourly	15.891	16.523	17.193	17.881	18.586
<b>PAY GRADE 7</b>					
Annual	30,404.92	31,615.22	32,892.86	34,210.54	35,559.16
Bi-weekly	1,169.42	1,215.97	1,265.11	1,315.79	1,367.66
Hourly	16.706	17.371	18.073	18.797	19.538
<b>PAY GRADE 8</b>					
Annual	31,884.58	33,153.12	34,492.64	35,872.20	37,289.98
Bi-weekly	1,226.33	1,275.12	1,326.64	1,379.70	1,434.23
Hourly	17.519	18.216	18.952	19.710	20.489

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2006*

	1	2	Steps 3	4	5
<b>PAY GRADE 9</b>					
Annual	33,360.60	34,687.38	36,092.42	37,537.50	39,017.16
Bi-weekly	1,283.10	1,334.13	1,388.17	1,443.75	1,500.66
Hourly	18.330	19.059	19.831	20.625	21.438
<b>PAY GRADE 10</b>					
Annual	34,843.90	36,228.92	37,695.84	39,204.62	40,753.44
Bi-weekly	1,340.15	1,393.42	1,449.84	1,507.87	1,567.44
Hourly	19.145	19.906	20.712	21.541	22.392
<b>PAY GRADE 11</b>					
Annual	36,321.74	37,765.00	39,297.44	40,868.10	42,482.44
Bi-weekly	1,396.99	1,452.50	1,511.44	1,571.85	1,633.94
Hourly	19.957	20.750	21.592	22.455	23.342
<b>PAY GRADE 12</b>					
Annual	37,801.40	39,306.54	40,893.58	42,531.58	44,211.44
Bi-weekly	1,453.90	1,511.79	1,572.83	1,635.83	1,700.44
Hourly	20.770	21.597	22.469	23.369	24.292
<b>PAY GRADE 13</b>					
Annual	39,279.24	40,844.44	42,495.18	44,195.06	45,944.08
Bi-weekly	1,510.74	1,570.94	1,634.43	1,699.81	1,767.08
Hourly	21.582	22.442	23.349	24.283	25.244
<b>PAY GRADE 14</b>					
Annual	40,760.72	42,382.34	44,096.78	45,862.18	47,671.26
Bi-weekly	1,567.72	1,630.09	1,696.03	1,763.93	1,833.51
Hourly	22.396	23.287	24.229	25.199	26.193
<b>PAY GRADE 15</b>					
Annual	45,520.82	47,330.78	49,249.06	51,216.59	53,241.22
Bi-weekly	1,750.80	1,820.41	1,894.19	1,969.87	2,047.74
Hourly	25.011	26.006	27.060	28.141	29.253
<b>PAY GRADE 16</b>					
Annual	48,366.50	50,292.06	52,325.00	54,418.00	56,571.06
Bi-weekly	1,860.25	1,934.31	2,012.50	2,093.00	2,175.81
Hourly	26.575	27.633	28.750	29.900	31.083
<b>PAY GRADE 17</b>					
Annual	51,211.16	53,247.74	55,404.44	57,621.20	59,896.20
Bi-weekly	1,969.66	2,047.99	2,130.94	2,216.20	2,303.70
Hourly	28.138	29.257	30.442	31.660	32.910

\* APPENDIX F

**SALARY SCALES**

**LIBRARY PAY SCHEDULE  
35 hours/week**

*Effective January 1, 2006*

	<b>1</b>	<b>2</b>	<b>Steps 3</b>	<b>4</b>	<b>5</b>
<b>PAY GRADE 18</b>					
Annual	54,054.00	56,205.24	58,482.06	60,820.76	63,224.98
Bi-weekly	2,079.00	2,161.74	2,249.31	2,339.26	2,431.73
Hourly	29.700	30.882	32.133	33.418	34.739

## APPENDIX G

### **LIST OF MANAGERS**

Manager, Virtual Library Services  
Manager, Collection Development Services  
Manager, Adult and Readers Advisory Services  
Manager, Technical Services  
Manager, Reference Services  
Manager, Circulation Services  
Manager, Access, Outreach and Volunteer Services  
Manager, Elmvale Acres and Alta Vista Branches  
Manager, Blossom Park, Osgoode, Vernon, Metcalfe, Greely Branches  
Manager, Cumberland and Orléans Branches  
Manager, Rockcliffe Park, Rideau, Vanier and St-Laurent Branches  
Manager, North Gloucester and Blackburn Hamlet Branches  
Manager, Children and Youth Services  
Manager, Rosemount and Sunnyside Branches  
Manager, CentrepoinTE Branch  
Manager, Stittsville, North Gower, Manotick, Munster and Richmond Branches  
Manager, Community Partnerships and Programming  
Manager, Emerald Plaza and Carlingwood Branches  
Manager, Centennial and Ruth E. Dickinson Branches  
Manager, Beaverbrook, Hazeldean, Carp, Fitzroy Harbour, Constance and Buckham's Bay Branches

**To be updated as required.**

## Appendix H

### **TEMPORARY EMPLOYMENT**

#### Preamble

- (a) The parties agree that temporary work situations that arise to meet operational requirements 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 Time Limited Projects

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

#### 2) Duration of Time Limited Project

Time limited projects shall not exceed twelve (12) consecutive months. With the consent of the Union, the duration of a time limited project may be extended for a period not exceeding an additional six (6) months.

#### 3) Replacement of Absences

A temporary employee may not be hired for a period in excess of twelve (12) consecutive months, except to replace an employee on authorized leave of absence under the terms of the collective agreement.

#### 4) Staffing of Time Limited Projects and Replacements

When staffing of time limited projects and replacements is not done in accordance with Appendix C, the following shall apply:

- (a) For time limited projects and replacements of less than six (6) months, the Employer shall first seek qualified full-time, part-time and casual employees in the bargaining unit by e-mail and bulletin board notifications.

For time limited projects and replacements of six (6) months or more, staffing will be done in accordance with Article 11.1 (a).

In both instances, applicants will be selected in accordance with Article 11.1 (c) of the collective agreement.

- (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.

5) Terms and Conditions Applicable to Temporary Employees (External Applicants)

All provisions of the collective agreement will apply to temporary employees hired externally, 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 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): 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.
- Article 22 (Job Security): Not applicable
- Article 24 (Organizational and Technological Change): Not applicable

6) Terms and Conditions Applicable to Temporary Employees (Internal Applicants)

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.  
Ledoux, D.

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.
- 6.11 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 on June 16, 2005

“original signed by Monique E. Désormeaux”

“original signed by Jim R. Robillard”

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

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