

**COLLECTIVE AGREEMENT**

**between**

**The Oshawa Public  
Library Board**

**and**

**The Canadian Union  
of Public Employees  
and  
its Local No. 960, C.L.C.  
Oshawa Public Library Employees Union**

**April 1, 2023 - March 31, 2026**

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# **COLLECTIVE AGREEMENT**

between

**THE OSHAWA PUBLIC LIBRARY BOARD**  
(hereinafter referred to as "the Employer")  
**OF THE FIRST PART**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL NO. 960, C.L.C.**  
(hereinafter referred to as "the Union")  
**OF THE SECOND PART**

WHEREAS it is the responsibility of the Employer to provide the taxpaying public with efficient library service, and it is the responsibility of the employees working under the direction of the Employer or its representatives to contribute towards this; and

WHEREAS it is desirable that a spirit of co-operation and understanding be maintained between the Employer and the members of the Union, and the Employer and the Union recognize the mutual value of joint discussions and negotiations in matters concerning working conditions, hours of work, scale of salaries, efficiency of operation, the elimination of waste, and the promotion of morale, well-being and economic security of all members of the bargaining unit; and

WHEREAS it is desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE, this agreement witnesseth:

That the parties hereto in consideration of the mutual covenants hereinafter contained agree each with the other as follows:

## **ARTICLE 1 RECOGNITION AND NEGOTIATIONS**

1.01 The Employer, or anyone authorized to act on their behalf, approves and recognizes the Canadian Union of Public Employees and its Local No. 960 as the sole collective bargaining agent for all of its employees, save and except, Managers and persons above the rank of Manager; Executive Assistant; Administrative Assistant; one Confidential Systems Administrator, and students and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking toward a peaceful and amicable settlement of all and any differences that may arise between them.

- 1.02 (a) Employees whose regular jobs are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit except for purposes of instruction, experimentation, or in emergencies when regular employees are not available. The intent of this clause shall be such that no bargaining-unit employee's job shall be adversely affected.
- (b) No Bargaining Unit Employee shall lose any existing hours, be laid off, or fail to be recalled as a result of the utilization of students or volunteers. The Employer shall provide the Bargaining Unit with advanced written notification whenever volunteers are to be utilized.
- 1.03 With respect to employees covered by this agreement, the Employer shall not recognize, during the currency of this agreement, any other bargaining unit with respect to any matters herein dealt with.
- 1.04 No employee shall be required, or permitted, to make any written or verbal agreement which may conflict with the terms of this agreement unless agreed to by the Union.

## **ARTICLE 2 NO DISCRIMINATION**

- 2.01 The Employer and the Union, their servants and agents, agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of: age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity and gender expression, record of offences, marital status, family status or disability, pursuant to the Ontario Human Rights Code; nor by reason of membership in a trade union.
- 2.02 The Union and the Employer recognize the right of the employees to work in an environment free from Personal Harassment and Bullying. Personal Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the Employer, either directly or indirectly that demean, belittle or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the first person knows or ought reasonably to have known to be unwelcome to the recipient.
- 2.03 For clarification, Personal Harassment and Bullying does not include, among other things, proper management disciplinary actions, counseling, or actions related to performance or attendance problems that are conducted according to Library procedures.
- 2.04 Should an employee believe they are a victim of Bullying or Personal Harassment they should first follow the procedures outlined in the Library's Harassment Prevention Policy. If the issue is still not resolved through the Harassment

Prevention Policy, it may be filed as a grievance at step #2 within ten (10) business days after the conclusion of the Harassment Prevention Policy process.

### **ARTICLE 3 UNION SECURITY**

3.01 All employees of the Employer coming within the scope of this agreement shall, as a condition of continued employment, become and remain members of the Union according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become members of the Union not later than three (3) months from date of last employment.

3.02 The Employer agrees that a Local Union Officer within the workplace will be given the opportunity to meet with each newly hired employee for the purpose of advising such employee of their rights and obligations under the terms of this agreement. Such introduction shall not exceed thirty minutes and is to occur within the first month of employment.

3.03 The Employer agrees to provide to the Union a list that includes the names, job title, job classification, last known address, home phone number and cellular number (if available), and home email address (if available), work site, status and if an employee is on a statutorily protected leave of absence for all bargaining unit members.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive semi-annually.

The Union agrees that the information shall only be used for the proper administration of the Collective Agreement and is to remain confidential.

### **ARTICLE 4 CHECK-OFF OF UNION DUES**

4.01 The Employer agrees to deduct from every employee coming within the scope of the agreement any monthly Union dues or assessments and Union initiation fees (provided these are not fines) levied in accordance with the Union Constitution or By-laws.

4.02 Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union with a copy to the National Secretary-Treasurer not later than the 15<sup>th</sup> day of the month following the month in which the deductions were made. Remittances shall be accompanied by a list of all employees from whose wages the deductions have been made and the hours paid.

4.03 The amount of Union dues deduction shall be shown on each employee's income tax slip (T-4).

## **ARTICLE 5 RESOLUTIONS AND REPORTS OF THE EMPLOYER**

- 5.01 (a) Copies of all resolutions and by-laws adopted by the Employer which affect the members of the Union are to be forwarded to the Union by the Employer and are to be posted on the Union bulletin board by the Secretary of the Union.
- (b) Copies of all resolutions or by-laws adopted by the Union which affect deductions under article 4.01 are to be forwarded to the Employer by the Union.

## **ARTICLE 6 MANAGEMENT RIGHTS**

- 6.01 The Union acknowledges that it is the exclusive right of the Employer to direct the working forces, to promote, demote, lay-off, transfer and discipline, also to discharge employees, who have completed their probationary period, only for just cause and without limiting the generality of the foregoing to determine and exercise all other prerogatives which remain solely with the Employer except as specifically limited by the express provisions of this agreement.
- 6.02 The Employer agrees that it will not exercise these functions in conflict with any of the provisions of this agreement and, further, that employees shall have the right to file a grievance in the manner hereinafter set forth.

## **ARTICLE 7 LABOUR/MANAGEMENT NEGOTIATIONS**

### **7.01 Bargaining Committee**

- (a) The Employer acknowledges the right of the Union to appoint a bargaining committee from among its regular employees, and shall recognize said committee for the purpose of attending negotiating meetings with Employer representatives. The Union will notify the Employer in writing of the names of such committee members.
- (b) It is understood and agreed that members of the bargaining committee shall, where permission has been granted, be permitted to leave their employment temporarily to attend at negotiating meetings with Employer representatives. Such committee members, up to a maximum of four (4), one of whom shall be President of the local Union, shall suffer no loss of pay, benefits or seniority for time spent at such meetings.

### **7.02 Representatives of the Parties**

The Union and the Employer shall each have the right at any time to have the assistance of an authorized representative of the Canadian Union of Public

Employees or outside counsel when dealing or negotiating with each other. The representative of the Canadian Union of Public Employees shall request permission to have access to the Employer's premises in order to investigate or assist in the settlement of grievances, which permission shall not be unreasonably withheld.

7.03 Meeting of Committee

In the event of either party wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement. However such meeting will normally be held not later than six (6) calendar days after the request has been made by either party.

**ARTICLE 8 SENIORITY**

8.01 Seniority List

Seniority and qualifications shall be the basis for promotion, demotion, lay-off and recall, and all other matters measured by length of service with the Employer. Seniority shall operate on a bargaining-unit-wide basis. The Employer shall maintain a seniority list showing the date upon which each employee's seniority commenced. An updated list shall be forwarded to the Union and posted on the Union bulletin board every six months if there are changes.

8.02 Seniority for New Employees

Newly hired employees shall be considered to be on probation for a period of six (6) months from their last date of hire. During the probationary period employees shall be entitled to all rights and privileges of this agreement except with respect to discharge. It is understood that the Employer may discharge a probationary employee for any reason satisfactory to the Employer provided that it is done in good faith and in a non-arbitrary manner. The employment of such employees may be terminated at any time during this period of six (6) months. After completion of the probationary period seniority shall be effective from the original last date of employment.

8.03 Seniority During Absence

If an employee is absent from work because of sickness, accident or maternity, parental or adoption leave, they shall continue to accumulate seniority while they continue to be absent.

If an employee is absent from work because of layoff or leaves of absence approved by the Employer, they shall continue to accumulate seniority while they continue on lay-off or leave of absence for a period of up to 6 months.

#### 8.04 Loss of Seniority

An employee shall lose their seniority and their employment shall be deemed to have been terminated in the event:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign;
- (c) They are absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) That after a lay-off they fail to return to work within seven (7) calendar days after being notified by registered mail to do so unless through sickness or other just cause;
- (e) Of retirement;
- (f) They are not actively employed by the Employer for a period in excess of twenty-four (24) months subject to the Human Rights Code;
- (g) They are not recalled for a period in excess of twenty-four (24) months.

It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number, if any.

#### 8.05 Seniority During Transfers to Non-Bargaining Unit Positions

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, seniority shall accumulate for the first six (6) months from the date of them leaving the bargaining unit and thereafter shall be frozen.

Where the transfer outside the bargaining unit is identified as being temporary and such employee is returned to the bargaining unit within the first year of them leaving, they shall be entitled to return to their prior job and any other employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position without loss of seniority or former salary. Where the transfer is not temporary or where it extends beyond one year, they may return to the unit in accordance with their seniority.

#### 8.06 Retention of Seniority Rights

In the event that the Employer merges or amalgamates with any other body, the Employer if within its power to do so, undertakes to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer;

- (b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.

8.07 Upon successful completion of the probationary period, a temporary employee who becomes a regular employee within thirty (30) days following their temporary assignment, shall have all their temporary hours worked credited to their seniority.

## **ARTICLE 9 LAY-OFFS AND RECALL**

### 9.01 Lay-off and Recall Procedure

- (a) In the event of the layoff of five (5) days or less, employees can be laid off without regard to seniority and without notice.
- (b) In the event of a longer layoff of less than five (5) employees at any one time, the Employer shall provide the Union and the employees with at least one (1) week written notice or such greater amount of notice as may be required by the Employment Standards Act (Ontario).
- (c) In the event of a layoff of more than five (5) employees at one time, the Employer will provide eight (8) weeks' written notice or pay in lieu thereof.
- (d) Where the layoff results in displacement of the staff, the original notice shall constitute notice to the Union and the employee displaced.

### 9.02 Notice of Lay-off

When the Employer determines that a reduction of staff is necessary, the following shall apply:

The employee whose job has been eliminated will be assigned to the first position determined in accordance with the following sequence:

- To a vacant position in their band which they are qualified and able to perform.
- If no such position is available, to the position held by the most junior employee in their band that they are qualified and able to perform and provided they are more senior than the incumbent.
- If no such position is available, to a vacant position in the next lower band that they are qualified and able to perform.
- If no such position is available, to the position held by the most junior employee in that band that they are qualified and able to perform and provided they are more senior than the incumbent.

- Each band will be reviewed in descending order until a vacant job or a job held by the most junior employee is identified for which they are qualified and able to perform and which they are more senior than the incumbent. If no such job exists, they will be laid off.

Any employee displaced in accordance with the above procedure shall be assigned according to the same sequence. Bands shall be ranked highest to lowest with the top band being the band with the highest hourly job rate.

9.03 Employees may accept lay-off

If the employee does not wish to accept the assignment made in accordance with the above procedure, they may elect to be laid off provided they make such election in writing within five (5) business days of being notified of the appointment.

9.04 Recall

When a vacancy occurs that is not filled by the normal posting process, an employee on layoff, who retains recall rights, shall be recalled in order of seniority to an available position before new employees are hired, provided they are qualified and able to perform the available work. Employees who have been reassigned pursuant to the layoff procedure shall have the right to return to their original job, before the job is posted, if it becomes available within twelve (12) months of their reassignment.

9.05 Continuation of Benefits

The Employer agrees to pay the full cost of premiums for welfare benefits, excluding OMERS and CPP, for employees laid off for periods of less than six (6) months. In the event of a longer lay-off, the employees so affected will be entitled to continue their coverage, excluding OMERS and CPP, until their recall rights expire, by directly paying the full cost of the premiums themselves.

**ARTICLE 10 FILLING VACANCIES**

10.01 Posting

When a vacancy is determined to exist or a new position in the bargaining unit is established, the Employer shall notify the Local Union in writing and post notice of the position on the Staff bulletin board in each branch for five (5) business days. Such notice shall contain the following information:

Nature of position; general description of duties; required qualifications, including education; ability; skills; anticipated work hours; current work location; wage or salary range or rate.

No outside application for additional employees shall be considered until after such posting has been completed.

The posting period shall end at 5:00 p.m. on the last day (i.e. fifth day).

Where an existing position becomes and remains vacant for one month, then the Employer will indicate to the Union whether or not it intends to fill the position.

#### 10.02 Method of Making Appointments

In filling a vacancy or new position, the best applicant shall be appointed. If two applicants are relatively equal with respect to qualifications, skill, and ability, then the more senior will be appointed.

The successful applicant shall be placed on a trial period of three (3) months. Conditional on satisfactory service, such trial period shall become permanent after the period of three (3) months.

In the event the successful applicant proves unsatisfactory, during the aforementioned trial period, they shall be returned to their former position without loss of seniority or former salary, and any other employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position without loss of seniority or former salary.

If there are no applicants who meet the posted qualifications, then the position may be filled from outside sources.

#### 10.03 Union Notification

The Union shall be notified promptly of all appointments, hirings, lay-offs, recalls and terminations of employment and of all newly created jobs.

#### 10.04 Employees with Disabilities

Any employee covered by this agreement who through injury, illness, or disability (all of which are to be certified by a doctor selected by the parties), is unable to perform their regular duties shall be given the preference of any light work available at the salary payable at the time for the position to which they are assigned.

The employee shall be entitled to return to their prior position if they become able to perform the full responsibility of that job within two (2) years of being assigned the light duty position.

#### 10.05 Promotions Requiring Higher Qualifications

If no qualified employee is appointed to a vacancy according to Article 10.02, the Employer, where practical, agrees to give every reasonable consideration to

employees who have been preparing themselves for qualification prior to the time of posting or, through on-the-job training, if they could reasonably be expected to satisfactorily perform the total job within a six-month period. If these conditions are not satisfactorily completed within such time the employee shall revert to their former position.

10.06 The Employer agrees to give to the Union brief qualification requirements for each job which shall be used for job posting. Unless a job changes or a new job is established, the qualifications set out shall not be changed during the lifetime of this agreement.

10.07 The job qualifications as set out in Schedule D shall be used for the purpose of job postings pursuant to this article. The qualifications in Schedule D shall form an integral part of this Collective Agreement and shall remain unchanged except as below noted. The Employer shall cover all costs incurred by Criminal Record checks for Employees who are posted or transferred to any position in the Bargaining Unit.

Where the establishment of a new job, or the changing in duties of an existing job (as of the signing date of this agreement) requires the review of qualifications, the procedures as outlined in the Joint Job Evaluation Committee Letter of Understanding dated October 17, 2021 shall apply.

10.08 All unsuccessful applicants shall be notified of the successful applicant within three days of the successful applicant being determined. Unsuccessful applicants may request a meeting with the Employer to review why they are not successful. Wherever possible, the meeting will be held within two weeks of the request. At the meeting, the Employer will attempt to provide information concerning where other candidates were stronger and areas where the employee might improve.

10.09 Transfers

It is understood that the Employer may transfer an employee from one job assignment to another within their classification for legitimate operational reasons. Where possible, seniority will be a consideration, provided that legitimate operational requirements are still being met. A job classification is defined by the job titles as identified in Schedule "A". Wherever possible the Employer will give one (1) months' notice of such transfer. The Employer agrees to discuss such plans with the Union in advance with a view to minimizing the impact of such transfers on staff. The Employer further agrees that no employee shall be transferred as set out above more than once every eighteen (18) months unless the employee agrees to do so, or in the case of emergency.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.01 In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint or otherwise select

Stewards (who shall have the assistance of the Union President, or their appointee) whose duties shall be to assist an employee in preparing and presenting their grievance in accordance with the grievance procedure. The Employer will recognize two (2) Stewards to represent employees in the main library, and one (1) Steward to represent employees at each branch library. Should no regular Steward(s) be available, the Chief Steward or any member of the Union Executive shall act as a Steward.

- 11.02 The Union shall notify the Employer in writing of the names of the Stewards and the areas they represent.
- 11.03 A Steward with another person so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.
- 11.04 In order that the work of the Employer shall not be unreasonably interrupted, a Steward shall not leave their work without first obtaining the permission of a manager; such permission not to be unreasonably withheld.
- 11.05 Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this agreement, including, any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise concerning the Collective Agreement, an earnest effort will be made to settle the dispute in the following manner and the parties will meet with a view to attempting to resolve the issue before invoking the formal grievance procedure. Failing resolution, the dispute will be dealt with by a grievance being filed within five (5) business days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee(s) or Union.

Step No. 1: The aggrieved employee shall submit a written grievance to their Steward. If the Executive of the Local Union considers the grievance to be justified, the employee concerned, together with the Steward, shall seek to settle the dispute by presenting the grievance to the Manager, or their appointee within the above mentioned five (5) day period.

Step No. 2: Failing satisfactory settlement within five (5) business days after the dispute was submitted under Step No. 1, the employee concerned, together with the Grievance Committee, will submit the grievance to the Chief Executive Officer or designate whose decision will be rendered within ten (10) business days.

Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of the agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 12.

If no written request for arbitration is received within fifteen (15) business days after the decision under Step No. 2 is given, it shall be deemed to have been settled and not eligible for arbitration.

- 11.06 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees have a grievance, Steps 1 and 2 of this article may be by-passed. Replies to grievances shall be in writing at all stages, and grievances shall be presented in writing at all stages.
- 11.07 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed. The Employer shall provide the necessary facilities for the grievance meeting.
- 11.08 Grievances which remain outstanding at the conclusion of the grievance procedure may, if both parties agree, be referred to a jointly selected Mediator prior to any referral to arbitration. The costs of any such mediation shall be borne equally by the parties.

If a grievance remains outstanding at the conclusion of mediation, either party may refer it to arbitration within fifteen (15) business days of the mediation.

## **ARTICLE 12 ARBITRATION**

### **12.01 Composition of Board of Arbitration**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party to the agreement. Within five (5) business days thereafter each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.
- (b) As an alternative to the procedure set out above, the parties may mutually agree to use a sole Arbitrator. The party making the request shall notify the other party in writing of the proposed Arbitrator.

12.02 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chair within five (5) business days, or any extension agreed upon by the parties, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

12.03 No person shall be selected as a member of an Arbitration Board who:

- (a) Is acting or has acted within a period of six (6) months preceding the date of their appointment in the capacity of solicitor, legal adviser, counsel or paid agent of either of the parties;
- (b) Has any pecuniary interest in the matter referred to the Board.

12.04 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings as quickly as is practical after its constitution. It shall hear and determine the difference or allegation and render a decision. The decision of a majority shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.

12.05 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this agreement in any respect.

The Board shall only hear those matters which have been properly raised through the grievance procedure within the time limits stipulated.

No preliminary objection may be raised at a Board hearing unless the other party has been advised at least three (3) weeks before the hearing, if practical, that the objection will be raised.

Should the parties disagree as to the meaning of the decision of the Board, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board or otherwise to clarify the decision.

12.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the Arbitrator appointed by it;
- (b) One-half the fees and expenses of the chairman.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties to this agreement.

12.08 At any stage of the grievance or arbitration procedures the parties may have the assistance of the employee(s) concerned as witnesses, or any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 13 DISCIPLINE PROCEDURE**

- 13.01 An employee may only be disciplined for just cause. When an employee is disciplined or discharged, such employee and the Union shall be advised promptly in writing by the Employer, giving the reasons for the discipline or discharge.
- 13.02 An employee who considers that they have been wrongfully or unjustly discharged or suspended, shall be entitled to lodge a grievance beginning at Step No. 2, provided such grievance is lodged in writing within three (3) business days of the discharge or suspension.
- 13.03 If the parties agree that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the conferring parties, or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- 13.04 Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal discipline notations contained therein, in the presence of the CEO or designate. An Employee has the right to request copies of any evaluation in this file.
- 13.05 An employee shall have the right to have a union representative present for any meeting when discipline or discharge is being imposed. The Library shall advise the Union when a meeting is intended to be disciplinary in nature and any such meeting shall be scheduled by the Library within a reasonable period of time.

## **ARTICLE 14 HOURS OF WORK**

- 14.01 The parties recognize that the nature and character of the service being rendered to the public prevents the usual standardization of hours of work. Therefore the normal work week shall be as follows:
- All full-time employees, with the exception of maintenance staff, work thirty-five (35) hours per week.
- All full-time maintenance staff, work 35 or 40 hours per week. It is agreed that all maintenance employees employed as of January 1, 2002 shall not have their hours of work per week reduced below 40 hours per week without their agreement.
- 14.02 (a) The normal work day shall be from 8:00 a.m. to 4:00 p.m., from 9:00 a.m. to 5:00 p.m., from 10:00 a.m. to 6:00 p.m., or such shift periods of eight (8) hours including one (1) hour unpaid meal period, and one (1) ten-minute paid rest period

during each half shift. Each full-time member shall be entitled to at least two (2) weekends off every four (4) weeks.

It is understood that flexibility will be permitted the Employer in arranging hours of work provided always that the employee shall work a normal week of thirty-five (35) hours with a reporting time no earlier than 8:00 a.m. and a quitting time no later than 9:00 p.m. except during exam time, for the purposes of set-up/takedown and special/community events. Affected employee(s) shall receive at least 30 days' notice for any Library-initiated events/programs. In the case of non-Library events/programs, the Library shall endeavour to give at least seven (7) days' notice of the change; otherwise, will meet with the affected employee to determine whether the employee can attend or to canvass suitable replacements.

No full-time staff member shall be required to work a "split shift" unless mutually agreed.

- (b) Employees at their option may arrange to trade weekend shifts or offer to work extra weekend shifts, subject to management's approval. Such an arrangement will be deemed not to be in violation of the weekend limits specified in Article 14.02 (a), nor will it result in overtime being paid to the employees involved.

(c) Sunday Work

Employees employed as of December 31, 2001 shall not be required to work on Sundays. Employees hired after December 31, 2001 are hired with the understanding that they will regularly be scheduled on Sundays as part of their regular work week.

- (d) The Employer shall determine its staffing requirements for Sunday work. The Employer will post three (3) weeks in advance, a new schedule for each eight (8) week period, which shall also include Saturday, recognizing that such schedules may need to be adjusted.

Employees employed as of December 31, 2001 who wish to work on Sunday, who work in the classification required, will be able to identify which Sundays they wish to work in the period. It is understood that the Sundays will be part of their regular work week. Volunteers with the greater Bargaining Unit seniority in each required classification shall be given the opportunity to work.

The remainder of the schedule shall be filled with full-time and part-time employees employed after December 31, 2001.

It may be necessary to assign an employee to work at more than one location over the course of the scheduling period.

In order to meet Sunday work requirements part-time staff may occasionally exceed the regular 25-hour work week. Part timers would first be asked to

volunteer for extra hours above their twenty-five hours for Sunday coverage. But failing sufficient volunteers the Employer reserves the right to schedule.

- 14.03 If maintenance staff work forty (40) hours per week, they shall normally work a five (5) day week of forty (40) hours, consisting of a nine (9) hour day, including one (1) hour for a meal, and one (1) ten-minute rest period each half shift and have at least two (2) weekends off every four (4) weeks.
- 14.04 It is understood that flexibility will be permitted the Employer in arranging the hours of work for maintenance staff provided always that the employees shall work a normal work week as stipulated in the preceding paragraphs, i.e., forty (40) or thirty-five (35) hours, and shall be paid at overtime rates for any work in excess of those hours.
- 14.05 The Employer does not require that employees who become involved in such activities as book reviews, reading for book talks, or the preparation for classes held at the Library do such preparatory work on their own time.

## **ARTICLE 15 OVERTIME**

- 15.01 Time and one half (1½) will be paid for hours worked in excess of the normal work week or the normal work day as defined in this agreement. Employees at their option may receive time off equal to one and one half times the time worked in excess of the normal work week or work day. In the event that time off is taken in lieu of overtime pay such time off must be taken within one (1) month of the date the overtime was worked. Such time to be scheduled at a mutually agreeable time.
- 15.02 Where for any cause an employee is required to work on any of the statutory holidays as defined in this agreement, such employee will be entitled to, in each instance, payment for the hours so worked at the rate of time and one half (1½) plus the day's pay for the holiday.
- 15.03 An employee who is called back to work after having completed their regularly scheduled hours and having left the Employer's premises shall be paid as follows:
- (a) Employees shall be paid a minimum of two (2) hours, at overtime rates for each call-out.
  - (b) Additional or successive call-outs commencing and concluding within the two (2) hour period shall be regarded as part of the original call-out.
  - (c) Continuous extension of a call-out beyond the two (2) hour period shall be paid for at overtime rates for the actual time worked.
  - (d) Subsequent call-outs arising after the conclusion of a previous (or extended, if applicable), operation and after the employees shall have reached home

shall be deemed to be a new call-out and be treated as set out in (a), (b) and (c) above.

Such minimum guarantee shall not be applicable, however, if the employee is called in for a period immediately preceding their regularly scheduled hours. No employee will be laid off their normal shift in order to avoid receiving overtime.

15.04 An employee who is called in on a Sunday, or on a holiday listed in this agreement shall be guaranteed a minimum of three (3) hours' pay at straight time rate. No employee will be laid off their normal shift in order to avoid receiving overtime.

## **ARTICLE 16 HOLIDAYS**

16.01 All employees who qualify shall receive one (1) day's pay, or a day in lieu, in observance of the following twelve (12) holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve Day

It is understood that the Library shall be closed on Christmas Eve and New Year's Eve, unless the Library is requested to open as a result of a specific request by the City for special events. The Library shall first ask for volunteers failing which the Library shall first schedule part timers in reverse order of seniority, reserving the right to use full timers if needed, to be scheduled in reverse order of seniority.

The Employer shall post its December hours of operation by March 1<sup>st</sup> of each year, which may be subject to change due to circumstances beyond the Employers control. Employees shall receive one day's pay, or a day in lieu thereof, for not working on any day proclaimed by the Federal, Provincial or Municipal government as a holiday, but not more than one day for any of the listed holidays. Any such lieu day shall be taken within three (3) months after the date of the holiday, unless extended by mutual agreement.

16.02 In order to qualify for payment of any of the above holidays, an employee must work their full shift on the working day immediately preceding and immediately following the holiday, unless absent for reasonable cause.

16.03 No employee who is on a leave of absence (except under 20.01, 20.02, 20.03 or 20.06) or on lay-off, other than a temporary lay-off as defined in the Employment Standards Act, when any of the above days fall or are observed, shall be eligible for either holiday pay or a day in lieu thereof, unless the day falls or is observed on the first day of the leave of absence or lay-off.

16.04 In each calendar year, one (1) paid float day will be granted to full time employees for each of (and in lieu of) Remembrance Day, National Day for Truth and Reconciliation and Easter Monday. Preference for these float days shall be by seniority in each department subject to operational needs. Requests shall be made before March 15<sup>th</sup> each year. Float day requests made after March 15<sup>th</sup> shall be determined on a first come first served with at least three (3) weeks' prior written notice. Float days cannot be taken until after six (6) months of employment by a new employee. No unused float day will be carried over into the following calendar year.

**ARTICLE 17 VACATIONS**

17.01 Length of Vacation

Less than 1 year of Service	Prorated based on 2 weeks' vacation with pay
After completion of 1 year of Service	3 weeks' vacation with pay
After completion of 5 years of Service	4 weeks' vacation with pay
After completion of 15 years of Service	5 weeks' vacation with pay
After completion of 25 years of service	6 weeks' vacation with pay

An employee leaving the service at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies their estate shall be credited with the value of vacation credits owing to them.

17.02 Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

17.03 Preference of Vacation

The normal vacation period shall be from April 1<sup>st</sup> to September 30<sup>th</sup>.

The Employer agrees that in normal circumstances replies to requests for specific vacation periods will be made within two (2) weeks.

In each department, preference in choice of vacation dates will be determined by seniority provided requests are made before March 15<sup>th</sup> in each year. After March 15<sup>th</sup>, vacation requests must be made in writing to the Manager at least three (3)

weeks before the time requested and will be considered on a first-come, first-served basis.

Requests for vacation at times other than the normal vacation period will be granted if the time requested is satisfactory to the Employer. Vacations during the normal vacation period will be granted if the time desired is mutually satisfactory to the Employer and the employee.

17.04 Where, in respect of any period of vacation leave, an employee is granted sick leave on production of a medical certificate, the period of vacation so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or be reinstated for use at a later date.

17.05 Carry Over of Vacation Leave

Vacation must be taken in the year it is earned or it shall be foregone, except as allowed in Article 17.04, or if cancelled by the Employer. However, employees may, at their option, carry a maximum of up to one week of vacation entitlement into the next year but must inform their manager of this intent in writing prior to the end of the normal vacation period.

**ARTICLE 18 CUMULATIVE SICK LEAVE PLAN**

18.01 Part I - General

- (a) The cumulative sick leave credit system, established as of January 1, 1958, shall be continued for all full-time employees of the Board of the Oshawa Public Library and, subject to the final authority of the Board, the administration of this system shall be vested in the CEO or designate.
- (b) The CEO or designate shall have the power to do and perform all things necessary for the conduct of the sick leave plan, including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deductions therefrom under this system.
- (c) The CEO or designate shall keep in the Administration Office, a record in which shall be entered the credits, the accumulated credits, and the deductions therefrom. Employees shall be entitled to a statement of the accumulated credits once yearly.
- (d) Disputes involving credits or deductions under the system shall be subject to the grievance procedure.
- (e) All full-time employees of the Board are eligible for the benefits under this system for the period of continuous service subsequent to regular appointment (or appointment to probationary staff). An employee whose period of service has been broken by resignation and who is subsequently

re-employed shall benefit only from date of re-employment on the regular staff.

18.02 Part II - Credit Provisions

- (a) Each employee shall be entitled to a credit of twenty (20) days for each year of employment with the Board after January 1, 1958.
- (b) An eligible employee shall receive pay for absence caused by sickness up to the amount of their accumulated sick leave reserve.
- (c) The total sick leave credit shall not accumulate beyond a maximum of two hundred (200) days, nor during any leave of absence. Where an employee is absent on account of illness and their cumulative sick leave credits are exhausted, they shall not accumulate sick pay credits for any days where they are so absent. The credits in 18.02(b) shall be prorated accordingly.
- (d) New employees are not entitled to draw sick leave pay except as provided under the Employment Standards Act 2000, as amended, until they have accumulated three (3) months service with the Board. After the three-month period, new regular full-time employees shall receive three (3) months' sick leave credit (i.e.: 5 days) and henceforth accumulate sick leave credits at the rate of 1/12th of 20 days per month.

18.03 Part III - Deductions

- (a) After three (3) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate from a physician or dentist is furnished to the manager certifying to the inability of the employee to attend to their duties.
- (b) Notwithstanding paragraph (a) above, the Employer may require an employee to submit the required certificate for a period of absence of less than three (3) days.

18.04 Absence occasioned through quarantine, jury duty, subpoena or funeral of members of the immediate family shall not be chargeable against the sick leave credit.

18.05 Injuries and illness covered by Workplace Safety and Insurance Board are not chargeable against the sick leave credits.

18.06 Part IV - Gratuity

- (a) An employee with a minimum of five (5) years' service on cessation of employment, or on retirement, will receive a gratuity based on their accumulated sick leave reserve equal to one half (1/2) of their reserve, but in no case more than an amount equal to their salary for the six-month period immediately prior to cessation of employment. Only employees who attained

regular full-time status in the bargaining unit prior to January 1, 1992 will be eligible.

- (b) In the event of the death of an employee, either before or after retirement, but before receiving the benefits of the accumulated sick leave as provided under paragraph (a), such benefits shall be paid to their designated beneficiary or to their estate.
- (c) After five (5) years' service on the Oshawa Public Library staff, any full-time employee may be granted leave of absence with pay up to twenty-five percent (25%) of their accumulated sick credits, but not to exceed twenty (20) working days, for educational study or travel, or illness in immediate family. The number of days with pay taken as a leave for educational study or travel purposes shall be multiplied by two and the result deducted from accumulated sick leave credit. Such employee shall guarantee to remain on the staff of the Oshawa Public Library for at least one (1) year following each such absence. The immediate family is as is defined in Bereavement Leave.

#### **ARTICLE 19 LONG SERVICE BONUS**

19.01 In recognition of the principle that a long-service employee is of increased value to the Employer through their acquired knowledge and experience, the Employer agrees to long-service pay in accordance with the following table:

After 5, 6, 7, 8, 9 years of continuous service -	\$ 52.00
After 10, 11, 12, 13, 14 years of continuous service -	\$104.00
After 15, 16, 17, 18, 19 years of continuous service -	\$156.00
After 20, 21, 22, 23, 24 years of continuous service -	\$208.00
After 25 years or more of continuous service -	\$260.00

The above bonus shall be paid annually on the first pay issued in January following the employee's anniversary date.

19.02 On severance or retirement an employee shall be entitled to long-service pay calculated on a pro-rata basis from the employee's anniversary date to the date of departure. In case of death the long-service pay shall be paid to the employee's beneficiary.

#### **ARTICLE 20 LEAVES OF ABSENCE**

20.01 For Union Business

Stewards and union executive committee members shall, where permission has been granted by a manager, be permitted to leave their employment for a

reasonable length of time without loss of pay to assist in the processing of grievances.

- 20.02 (a) Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to four (4) employees elected or appointed to represent the Union at Union conventions or at C.U.P.E. National or Divisional Board meetings. Such time shall not exceed a total of thirty-two (32) days in any one (1) year. The parties agree that the number of days may be extended by mutual agreement.
- 20.02 (b) The Employer may approve time off for employees for Union business provided it considers the reason to be legitimate and that it does not disrupt the Library operations. Such additional time will be credited against the thirty-two (32) days referenced in 20.02 (a). The parties agree that the number of days may be extended by mutual agreement.
- 20.02 (c) The Employer shall continue to pay an employee on an approved Union leave of absence and the Union shall reimburse the Employer for the amount of wages and benefits paid to the employee during the leave upon request from the Employer, within forty-five (45) days.

An employee who is selected or elected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, may be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year. Such leave may be reviewed by the Board each subsequent year.

20.03 Bereavement Leave

An employee shall be granted up to three (3) working days of leave without loss of wages and without loss of seniority in the event of the death of a sibling, grandparent, parent-in-law, sibling-in-law, grandchild, sibling of a parent.

An employee shall be granted up to five (5) working days of leave without loss of wages and without loss of seniority in the event of the death of a spouse, child or parent.

Where attendance by the employee is required outside the range of five hundred (500) kilometers from Oshawa, such leave may be extended to include reasonable travel time but not to extend beyond seven (7) calendar days.

One-half (½) day shall be granted without loss of wages and without loss of seniority to attend a funeral other than as stipulated above, provided the employee has the permission of their Supervisor.

Commencement of the bereavement leave shall be upon notification of the death or the following working day at the discretion of the employee, except as permitted below.

When established ethno-cultural or religious practices provide for ceremonial occasions other than the period outlined above, the leave may be taken at the time of the ceremonial occasion.

The Employer may consider granting leave under this clause as it deems appropriate where the nature of relationship between the employee and the deceased warrants.

20.05 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause; such a request to be in writing and approved by the Employer. Not more than one such leave shall be granted within any twelve (12) month period.

20.06 Pregnancy and Parental and Adoption Leave

(a) Pregnancy Leave

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks leave of absence without pay, for the purpose of childbirth. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*, as amended. The employee shall provide a minimum of two (2) weeks' written notice to the Employer and a certificate from a legally qualified medical practitioner stating the expected birth date.

An employee on pregnancy leave may take a further sixty-one (61) weeks parental leave of absence without pay, provided the employee applies in writing two (2) weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the provisions of the *Employment Standards Act 2000, as amended*.

(b) Parental and Adoption Leave

A sixty-three (63) week leave of absence is available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the *Employment Standards Act 2000*, as amended. Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a child.

(c) If the employee plans to return from pregnancy, parental or adoption leave earlier than the normal end of the leave, they must provide the Employer with at least four (4) weeks' written notice of that day.

- (d) The employee will continue to participate in benefit plans during pregnancy, parental and adoption leave provided the employee continues to make their contributions, if any. Sick leave credits will not accumulate during the leave.
- (e) Seniority continues to accrue during pregnancy, parental and adoption leave.

20.07 Seniority will not be accumulated beyond six (6) months in all cases of absence unless otherwise specified in this Collective Agreement.

20.08 Education Leave

The Employer may grant an education leave of absence, without pay and without loss of seniority, to an employee requesting such leave in writing when, in the opinion of the Employer such leave would increase the value of the employee to the Employer. The Employer will endeavour to post training courses and conferences for which employees may be selected.

20.09 Jury Duty

If an employee is required to serve as a juror in any court of law or is required by subpoena to act as a witness in any court of law (excluding arbitration) they shall not lose their regular pay because of such attendance provided that they:

- (a) Notifies the Employer immediately upon their notification that they will be required to attend court;
- (b) Presents proof of service requiring their attendance;
- (c) Promptly repays to the Employer the amount paid to them for such service or attendance other than for their expenses.

20.10 Leaves of absence under 20.03, and under article 20.05, if granted to deal with the illness, injury or urgent matters of a family member, and all sick leaves, shall count towards the employee's annual entitlement to emergency leave under the *Employment Standards Act, S.O. 2000*.

**ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

21.01 Pay Days

The Employer shall pay salaries and wages, every two (2) weeks, in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions and employees shall be paid by 5:00 p.m. on payday. Flexibility will be allowed in the event of a reasonable change in the payroll procedure providing that it does not affect any employee's position.

21.02 Pay During Temporary Transfers

When temporary transfers are made at the employees' request, the employee will be paid at the normal rate of the job vacancy to which they transfer.

Where an employee is temporarily assigned to any job during the absence of another employee for a period not to exceed three (3) weeks (or four (4) weeks in the case of vacation replacement) the employee substituting shall continue to maintain their rate of pay throughout the transfer.

If such period of time exceeds three (3) weeks (or four (4) weeks in the case of vacation replacement) the substitute employee shall receive the higher of the job rate or their regular rate from the original date of transfer.

21.03 Educational Allowance

The Employer agrees to pay one hundred per cent (100%) of the cost of a work-related course of instruction. This payment shall be made only in the event that the Employer in its discretion, authorizes the taking of the course. Payment under this provision shall be limited to tuition fees and examination fees up to a maximum of \$750.00 in any twelve month period. Tuition Fees and examination fees above \$750.00 shall be shared equally, to a further amount of \$750.00.

In order to qualify for payment under this provision, approval must be obtained prior to commencement of the course; such payment to be made only upon successful completion of the course and upon providing satisfactory receipts and proof of passing. The provisions of this section do not apply to an employee who takes a course requiring a leave of absence as provided for in Article 20.

21.04 Without modifying in any way the approval or discretion provisions of 21.03 above, the Board will provide information respecting the type of courses which are considered to be library-related. Such information may be changed or added to at any time and is not binding upon the Board with respect to any application.

21.05 No employee shall be required to use their own car on Employer's business.

21.06 Where the Employer requires an employee to take a course of study in order to meet the qualifications required for their job, the Employer shall pay the full tuition and examination fees for such course.

21.07 Maintenance staff required to wear uniforms and/or safety shoes will have these paid for by the employer. The parties agree that the policy regarding uniforms and/or safety shoes may be modified from time to time.

21.08 Should an employee elect to use their personal vehicle for the purpose of traveling between branches while working, they shall be reimbursed at the rate equivalent to that established by the Canada Revenue agency.

## **ARTICLE 22 JOB RECLASSIFICATION**

22.01 When the duties of work in any classification are increased or decreased, or when any position not covered by Schedule "A" is established during the life of this agreement, the procedures as outlined in the Joint Job Evaluation Committee Letter of Understanding dated May 17, 2022 shall apply.

## **ARTICLE 23 WELFARE BENEFITS**

23.01 It is agreed that the benefit plan provisions that are specifically contained in Article 23 shall not be reduced during the term of this agreement.

### 23.02 Pension

Every full-time employee shall join the Employer's Pension Plan. Payment will be made equally by the Employer and the employee, and payment and retirement will be subject to the provisions of O.M.E.R.S. and the C.P.P. Acts.

### 23.03 Hospital and Medical Insurance

The Employer shall contribute the full cost of the premiums of Semi-private Hospital Care and Extended Health Care, to every full-time employee. The Board reserves the right to select a carrier of its choice.

Employees will be eligible for this benefit coverage after three (3) months continuous service.

In the case of absence for illness the Employer's contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter the employee may pay full premium through the Employer if they so desire.

The annual maximum coverage for the listed services for active full and part-time employees is as follows:

Podiatrists and Chiropractors = \$450

Physiotherapists = \$500

Registered Massage Therapists and Psychologists = \$600

### 23.04 Employment Insurance

It is agreed the terms of this Agreement satisfy the requirements relating to the employees' portion of the rebate payable for Employment Insurance Premium Reduction.

The Board agrees to maintain its present practice respecting Employment Insurance Coverage.

23.05 Dental Plan

The Employer shall contribute the full cost of the premiums of a basic preventative dental care program for full-time employees after three (3) months continuous service. Coverage will be based on the Ontario Dental Association Schedule of Fees from the preceding year.

In addition to basic coverage, the dental care program provides coverage as follows:

Level II – Periodontia

Level III - Prosthodontia – coverage is subject to fifty percent (50%) co-insurance with an annual maximum of \$2,500.00 per insured.

Level IV - Orthodontia - coverage is subject to fifty percent (50%) co-insurance with a lifetime maximum of \$2,500.00 per insured.

23.06 Life Insurance

The Employer shall contribute the full cost of the premiums for Life Insurance in the principal sum of twice the regular earnings of the employee, for full-time employees after three (3) months continuous service.

23.07 Long Term Disability Plan

The Employer shall be responsible to provide the full cost of premiums for a long-term disability plan for eligible full-time employees. The benefits shall be such that total income from all sources shall not exceed sixty percent (60%) of the employee's monthly income immediately prior to becoming disabled to a maximum of \$4,000 per month. Eligibility and benefit entitlement are subject to the provisions of the Plan.

It is understood that employees shall not be terminated while on LTD benefits unless they are unable to return to work at the Library for the foreseeable future. Any such termination shall not affect the employee's entitlement to continued LTD benefits.

Persons on LTD will continue to be eligible for Hospital and Medical Insurance, dental, life insurance and vision care in the same manner as an active employee until reaching age 65, or until in receipt of an OMERS pension whichever occurs first, subsequently they will have the same entitlement as a retired employee.

23.08

Vision Care

The Employer shall contribute the full cost of the premium for an optical expense benefit for all full-time employees after three (3) months continuous service.

- i) Retirees: Effective July 1, 2012, coverage will provide a maximum benefit of four hundred dollars per insured in any twenty four month period and a further two hundred and fifty dollars maximum benefit in the twenty-four (24) month period if the prescription changes following the initial \$400.00
- ii) Active Full & Part Time: Coverage will provide a maximum benefit of six hundred and fifty (\$650) dollars per insured in any twenty-four-month period and a further three hundred and fifty dollars (\$350) maximum benefit in the twenty-four (24) month period if the prescription changes following the initial six hundred and fifty (\$650).

23.09

Payment by the Board of all or its portion of the premiums for the above benefits shall not exceed the first month of a leave of absence for whatever cause, except as provided in 23.03 above which excludes maternity leaves.

Continuance of benefits thereafter is at the option of the employee who must assume the full cost of the premiums and pay such to the Board in any manner prescribed by the Board.

23.10 (a)

Medical Benefits

Effective July 1, 1989, the Board will make available to persons who retire from the active service of the Board on or after that date, a Retirees' Medical Benefit Package which, if elected, will include:

Ontario Health Plan to age 65 (if applicable).

Extended Health Care (E.H.C.) (including Semi-private Hospital, Drugs, and Vision Care), subject to an overall maximum of \$10,000.00 every three consecutive years. This amount will increase to \$12,500.00 effective April 1, 2002.

Retiring employees who have elected to draw their pension from O.M.E.R.S. and who elect the package, will be required to pay the entire cost of the package monthly, in advance.

For "eligible" employees who are retiring, the Board will pay 100% of the cost of the billed premium.

- (1) The "eligible" retired employee must be in receipt of either:
  - (i) An unreduced retirement pension from O.M.E.R.S. and have completed twenty-five (25) years of continuous regular full-time service with the Board at the time of retirement, or
  - (ii) A reduced retirement pension from O.M.E.R.S. and have completed thirty (30) years of such service with the Board.

Retention of the package, regardless of the premium-sharing arrangement, is subject to the following conditions:

- (2) The retired employee continues to retain their principal residence in Canada and provides the Board with a correct address at all times.
- (3) Similar benefit plans are not available to the retired employee from another Employer.
- (4) The retired employee shall report any changes in marital status or number of dependents without delay, and shall reimburse the Board for the amount of any overpayment of premiums resulting from failure to report such changes.
- (5)
  - (i) Voluntary cancellations must be properly documented with Chief Executive Officer.
  - (ii) The Board, after reasonable efforts to settle overdue benefit premium accounts with the retired employee, retains the right to cancel coverages, after notification by registered mail to the last known address.
  - (iii) Cancellations are permanent and coverages cannot be reinstated subsequently.
- (6) Benefit coverage terminates at the end of the third month following the month in which death of the retired employee occurs.
- (7) Such benefits will be subject to the terms and conditions of any governing master policy or statutory requirement. Any dispute over the payment of benefits shall be adjusted between the retired employee and the Insurance Carrier, however, the Board will use its best efforts to assist the retired employee in dealing with the Insurance Carrier.
- (8) Any future enhancements or additions to the benefit plans will be at the discretion of the Board.

23.10 (b) Group Life Insurance

Effective July 1, 1989, the Board will make available to persons who retire from the active service of the Board on or after that date, one of three optional group life insurance coverages:

Option A - Coverage in effect at the time of early retirement.

Option B - \$10,000.00 at early retirement.

Option C - \$4,000.00 at normal or early retirement.

- (i) Eligible retired employees who elect either Option A or Option B will be required to pay a portion of the premium cost, monthly, in advance. The Board will share, on a 50-50 basis, the cost of the billed premium up to age sixty-five, at which time coverage will reduce to \$4,000.00 without further cost to the retired employee.

- (ii) Eligible retired employees who elect Option C immediately at retirement will be provided with \$4,000.00 coverage without cost to the retired employee.
- (iii) The provisions of Article 23.10(a) subsections 1, 5, 7 and 8 apply to Article 23.10 (b).

## **ARTICLE 24 SUB-CONTRACTING**

24.01 The parties agree that contracting out will only be permitted if the following conditions are complied with:

- (a) No employee affected by the contracting out will lose their employment at the Oshawa Public Library in Oshawa.
  - (b) Before any contracting out is done the parties shall discuss all implications and transfers or moves which may be involved.
  - (c) If any employee is transferred to another job because of the contracting out, such job must be at a level at least equal to or above their current job level.
  - (d) Where an employee requires training to meet the qualifications of the job to which they are being transferred, the Library shall pay for such re-training if of a formal nature or provide such training as is required in other cases where qualifications require on-the-job training.
- (d) In no case shall an employee who is affected by contracting out displace or “bump” any other employee.

### 24.02 Technological Change

The Employer shall retain the responsibility and the right to determine the methods through which library services are provided, however, the Employer endeavours to give the Union notice as far in advance as possible of upcoming technological changes and to discuss with the Union the effects of technological change.

In the event that a regular employee is displaced from their job by technological change, the Employer will take one or a combination of the following actions:

- (a) Relocate the employee in another job in their area of competency, if such is available within the Library.
- (b) If (a) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee.
- (c) For employees within five (5) years of retirement age, attempt to work out an early retirement arrangement that would be mutually acceptable to the employee and the Employer.
- (d) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the employee, provide them with six (6) months' notice of termination and provide them with a separation settlement of two (2) weeks' pay for each year of service.

24.03 No employee shall be laid off as a direct result of the implementation of self check-out or RFID Technology.

**ARTICLE 25 DURATION OF AGREEMENT**

25.01 This agreement shall be effective from April 1, 2023 and shall expire March 31, 2026, and unless either party gives to the other written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

25.02 Notice that amendments are desired or requested by either party, or that either party intends to terminate this agreement, may only be given within the period of ninety (90) days prior to the expiration date of this agreement, or to any anniversary of such expiration date.

25.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice if requested to do so.

**ARTICLE 26**

26.01 Business Day – A day in which the Library Administrative office is open.

Working Day – A day in which the Library is open to the public.

Regular Employee – A full-time or part-time employee who is not temporary.

**IN WITNESS OF the parties hereto have hereunder set their hands and seals**

This      day of              2023

FOR THE OSHAWA PUBLIC LIBRARIES BOARD:

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 960

**Schedule "A"**  
**Oshawa Public Library Staff**  
**Wage Rates effective April 1, 2023 – March 31, 2026**

<b>Band No.</b>	<b>Classification</b>	<b>Year</b>	<b>April 1, 2022</b>	<b>April 1, 2023 (3%)</b>	<b>April 1, 2024 (2.5%)</b>	<b>April 1, 2025 (2.5%)</b>
1	Public Services Clerk	1	26.72	27.52	28.21	28.92
	Bilingual Public Services Clerk	2	27.51	28.34	29.05	29.78
		3	28.30	29.15	29.88	30.63
2	Custodian	1	27.40	28.22	28.93	29.65
		2	28.21	29.06	29.79	30.53
		3	29.07	29.94	30.69	31.46
3	Graphic Services Assistant	1	28.86	29.73	30.47	31.23
	Technical Services Assistant	2	29.74	30.63	31.40	32.19
		3	30.63	31.55	32.34	33.15
4	Accounts Payable	1	29.77	30.66	31.43	32.22
		2	30.66	31.58	32.37	33.18
		3	31.54	32.49	33.30	34.13
5	Acquisitions Technician	1	31.68	32.63	33.45	34.29
	Community Engagement Associate	2	32.62	33.60	34.44	35.30
	Public Services Associate	3	33.61	34.62	35.49	36.38
	Marketing & Graphics Associate					
6	Customer Services Librarian	1	32.95	33.94	34.79	35.66
	Children's Librarian	2	33.90	34.92	35.79	36.68
	Digital Literacy Librarian	3	34.91	35.96	36.86	37.78
	Local History and Genealogy Librarian					
	Public Services Supervisor					
7	Community Engagement & Programming Librarian	1	38.04	39.18	40.16	41.16
	Mechanical Custodian	2	39.18	40.36	41.37	42.40
		3	40.35	41.56	42.60	43.67
8	Collection Development Librarian	1	40.93	42.16	43.21	44.29
		2	42.15	43.41	44.50	45.61
		3	43.42	44.72	45.84	46.99

## NOTES ON WAGE SCHEDULES

- (1) Schedule A shall be amended as attached to this memorandum with the further inclusion of the 2023 rates as calculated in accordance with the parties November 14, 2023, Letter of Understanding.
- (2) Movement on the steps in the wage grid occurs on the employee's anniversary date in the job classification.
- (3) Employees shall be paid the rate according to their experience on the job. It shall be left to the discretion of Employer to give credit to employees for experience gained in other similar institutions when determining the rate of pay to apply.
- (4) When an employee is promoted on a permanent basis to a job in a higher wage band they shall be placed on the new wage grid at the level which provides the employee a wage increase.
- (5) If under the new schedule an employee's job has been rated at a pay grade with a salary range lower than the employee's previous job the incumbent shall be identified as "red-circled" but shall continue to progress through the salary range to the job rate of the employee's previous pay grade. Red-Circled employees will not receive negotiated increases until the job rate for their new classification has reached the job rate of their old red circled position.
- (6) The rate of pay to apply to any new or changed job shall be determined as provided for in Article 22.
- (7) If the hours of work for maintenance staff are reduced below forty (40) hours per week the hourly rate for the affected positions will be used to calculate the applicable annual salary.

Retroactivity: Nothing will be retroactive prior to the date of ratification except wages as specified herein. Retroactivity for wages is on hours paid for employees employed on date of ratification.

## **SCHEDULE "B"**

### **PART-TIME EMPLOYEES**

Part-time employees shall be covered by the terms of the Collective Agreement except when excluded by the language or as modified below:

1) Definition

"Part-time employees" are those employees regularly working up to twenty-five (25) hours per week.

2) Hours of Work

Part-time employees shall not regularly work in excess of twenty-five (25) hours per week and shall work such shifts as directed by their Supervisors with a reporting time no earlier than 8 a.m. and a quitting time no later than 9:00 p.m. Shifts of five (5) hours or less shall include one ten (10) minute paid break. Shifts of more than five (5) hours shall include a one hour unpaid meal period. If it is an eight (8) hour shift they will receive an additional ten (10) minute paid break in the second half of the shift.

Part-time employees may work in excess of twenty-five (25) hours when relieving for illness, bereavement leave, vacation or Union leave or other reasons as agreed between the parties. The Employer shall notify the Union in writing or by email of each occurrence stating the name of the employee working the hours, the reason, and the dates.

3) Seniority

Part-time staff shall accumulate seniority from their last date of hiring at the rate of one month's seniority for every one hundred and fifty-one (151) hours paid. Where a regular Part-time employee fills in for a full-time employee the employee shall accrue seniority at the rate of a full-time employee.

In no case shall the seniority of a part-time employee supersede that of a full-time employee in the event of a lay-off.

4) Layoff and Recall

Part-time employees may only use their seniority to displace other part-time employees and shall have no ability to obtain a full-time position as a result of layoff.

5) Vacations

Part-time employees with more than one year of service shall be granted three (3) weeks' vacation with the amount of pay to be determined by dividing the number of hours paid between July 1<sup>st</sup> to June 30<sup>th</sup> times 105 divided by 1820.

Employees having less than one (1) years' service shall be allowed one-half ( $\frac{1}{2}$ ) day three and one-half hours ( $3\frac{1}{2}$ ) for each month of service to a maximum of five (5) days thirty-five (35 hours).

6) Statutory Holidays

Part-time employees shall receive holiday pay calculated pursuant to the Employment Standards Act. S.O. 2000 for the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day, National Day for Truth and Reconciliation.

Part-time employees shall receive an additional half ( $\frac{1}{2}$ ) day for holidays observed during the vacation period.

7) Benefits

In the case of part-time employees the Library will pay one-half ( $\frac{1}{2}$ ) the amount paid for regular full-time employees in respect to premiums for benefits.

8) Pension

Regular part-time employees will become eligible to participate in the OMERS pension plan in accordance with its provisions relating to part-time employees. Payment will be made equally by the Employer and the employee.

## **SCHEDULE "C"**

### **TEMPORARY EMPLOYEES (Excluding Students)**

- 1) It is agreed that from time to time the Employer may find it necessary to hire temporary employees in order to cover peak work periods or extended absences or for special projects and to provide relief when regular bargaining unit employees are on vacation.
- 2) Such persons will be hired at the entry level of the classification they are hired into and the employee shall not be subject to the terms of the Collective Agreement except with respect to the check-off of Union dues, membership, overtime, vacation pay and paid holidays.
- 3) Temporary Employees may be employed for a period of no more than six (6) months, (fifty-two (52) weeks if replacing for Pregnancy/Parental or Adoption Leave). Such term may be extended by mutual consent between the Union and the Employer.
- 4)
  - (i) While the Employer may choose to post a temporary job instead of hiring a temporary employee or assigning an existing employee to the position, it is not required to do so. If it does post the job, the assignment will be filled in accordance with Article 10. If the Employer assigns the job to an existing employee, the most senior employee in the department who can perform the job will be given the first opportunity and then on a descending basis. Failing agreement by a more senior employee the least senior employee will be assigned.
  - (ii) An existing employee filling a temporary position shall be paid in accordance with Article 21.02.
  - (iii) Such assignment shall be for the duration only of the absence and it is understood that the employee shall revert back to their original position and rate when the leave of absence is terminated or the original employee returns to work from the leave of absence.
  - (iv) If the leave is terminated by the original incumbent declining to return to work or the employee on the general leave failing to return, then the position will be declared vacant and shall be posted in accordance with Article 10.
- 5) No temporary employee will be hired when qualified regular employees are on layoff and the hiring of temporary employees shall not result in the layoff of an employee in the bargaining unit.
- 6) The Employer agrees to discuss with the Union the need to hire a temporary employee for a special project and listen to their suggestions of alternative options.

## **SCHEDULE “D”**

### **JOB QUALIFICATIONS**

#### **BAND 1**

##### **Job Title: Public Services Clerk (Full-time)**

###### **Qualifications:**

Secondary school diploma, plus a minimum of one (1) year of relevant work experience. A Criminal Record Check is required. CPR/First Aid certification is required.

###### **Skills and Core competencies required:**

Strong customer service ethic. Technological competency, including proficiency with circulation and office software used in the work area. Familiarity with technology and social media used by the public. Strong communication and interpersonal skills. Ability to establish and maintain effective working relationships. Ability to provide courteous, responsive and effective service to the public.

###### **Physical skills and working conditions:**

This position requires keyboarding, handling of materials, pushing/pulling trucks, manual processing of materials, physical set-up for programs, packing and unpacking boxes, working at the service points.

##### **Job Title: Public Services Clerk (Part-Time)**

###### **Qualifications:**

Secondary school diploma, plus a minimum of one (1) year of relevant work experience. A Criminal record Check is required. CPR/First Aid training certification will be required.

###### **Skills and Core competencies required:**

Strong customer service ethic. Technological competency, including proficiency with circulation and office software used in the work area. Familiarity with technology and social media used by the public. Strong communication and interpersonal skills. Ability to establish and maintain effective working relationships. Ability to provide courteous, responsive and effective service to the public.

###### **Physical skills and working conditions:**

This position requires keyboarding, handling of materials, pushing/pulling trucks, physical set up for programs, packing and unpacking boxes, working at the service points.

**Job Title: Bilingual Public Services Clerk**

**Qualifications:**

Secondary school diploma, plus a minimum of one (1) year of relevant work experience. A Criminal Record Check is required. CPR/First Aid certification is required.

**Skills and Core competencies required:**

Strong customer service ethic. Technological competency, including proficiency with circulation and office software used in the work area. Familiarity with technology and social media used by the public. Strong communication and interpersonal skills. Ability to establish and maintain effective working relationships. Ability to provide courteous, responsive and effective service to the public. Proficiency in English and French

**Physical skills and working conditions:**

This position requires keyboarding, handling of materials, pushing/pulling trucks, manual processing of materials, physical set-up for programs, packing and unpacking boxes, working at the service points

**BAND 2**

**Job Title: Custodian**

**Qualifications:**

Secondary school diploma plus one year of relevant work experience. Must have a valid Ontario driver's license. A Criminal Record Check is required.

**Skills and Abilities required:**

Strong customer service ethic. Computer competency, and proficiency in office software currently in use in the work area. Strong communication skills. Ability to establish and maintain effective working relationships. Ability to provide courteous, efficient and effective service to the public. Knowledge of current legislation, accepted work practices with regard to the safety of this person, other library employees and the public. Ability to operate all equipment used in the performance of their duties. First aid training.

**Physical skills and working conditions:**

This position requires mechanical skills, lifting, pushing, climbing, working with power tools, handling chemicals, exposure to unsanitary conditions, dealing with behaviour problems of library users.

## **BAND 3**

### **Job Title: Graphic Services Assistant**

#### **Qualifications:**

Diploma in a Graphic Design program.

#### **Skills and Abilities required:**

Strong customer service ethic. Computer competency, advanced knowledge of software currently in use in the work area. Ability to operate all equipment used in the work area. This position requires a high level of motivation, initiative, creativity and responsibility. Strong communication skills. Ability to solve problems and meet deadlines. Demonstrated ability in time management skills. The ability to establish and maintain effective working relationships with staff.

#### **Physical skills and working conditions:**

This position requires keyboarding, packing and unpacking boxes, pushing/pulling trucks, extensive attention to detail/print on all materials and computer screens.

### **Job Title: Technical Services Assistant**

#### **Qualifications:**

Library Technician Diploma from an accredited Library & Information Technology program, with 6 months' relevant experience, or equivalent education and knowledge gained by experience. Strong proficiency with Integrated Library Systems (ILS); familiarity with Acquisitions and Cataloging module in Symphony is preferred. Knowledge and solid understanding of cataloguing rules, practices, and classification schemes is preferred. Experience with interlibrary loan systems (INFO VDX) and processing interlibrary loans an asset. Experience and proficiency with Microsoft Office and SharePoint preferred.

#### **Skill and Abilities required:**

Strong customer service ethic; Attention to detail and accuracy are essential; Strong organizational, prioritizing, and planning skills are essential; Excellent communication skills, both written and verbal, are required; Excellent problem-solving skills and ability to take initiative are required; Responsible for the timely distribution of new items and donations; Understands all established procedures, problem-solves issues and suggests improvements; Work collaboratively and independently to problem solve and troubleshoot departmental issues in a timely manner. A Criminal Record Check satisfactory to the Employer is required for this position.

#### **Physical skills and working Conditions**

This position requires extensive keyboarding, the ability to lift and carry items up to 20 kg (44 lbs) associated with daily library deliveries, packing/unpacking boxes, the handling of books and materials, pushing/pulling of trucks over 20 kg (44 lbs).

**BAND 4      Currently No Incumbents**

**BAND 5**

**Job Title:    Accounts Payable**

**Qualifications:**

Ontario Secondary school diploma. One (1) year of formal education in Accounting/Payroll Administration plus 1 year of work related experience or equivalent. Must have a valid Ontario driver's license.

Must be bondable.

**Skills and Abilities required:**

Strong customer service ethic. Ability to work independently. Computer competency, and proficiency in office software, and advanced knowledge of accounting software, currently in use in the work area. Strong communication skills. Ability to operate all equipment used in work area. Ability to establish and maintain effective working relationships with staff and external contacts. Ability to provide courteous, efficient and effective service. Ability to keep work in confidence.

**Physical skills and working conditions:**

This position requires keyboarding, extensive attention to detail. Required to meet strict deadlines on an ongoing basis.

**Job Title:    Community Engagement Associate**

**Qualifications:**

Library Technician Diploma plus a minimum of two (2) years of relevant experience, or equivalent education and knowledge gained by experience CPR/First Aid certification is required. Valid Ontario Driver's License is required. A Criminal Record Check is required.

**Skills and Core Competencies Required:**

Strong customer service ethic. Technological competency, including advanced knowledge of software used in the work area. Familiarity with technology and social media used by the public. Strong communication skills demonstrating diplomacy, tact and empathy. The ability to establish and maintain effective working relationships with staff and the public. Ability to train individuals and groups.

**Physical skills and working conditions:**

This position requires keyboarding, handling of books and materials, pushing/pulling trucks, packing/unpacking boxes, working at the service points. Driving to organizational residences and homebound customers' residences.

**Job Title:    Public Services Associate**

**Qualifications:**

Library Technician Diploma plus a minimum of two (2) years of relevant experience, or equivalent education and knowledge, gained by experience. A Criminal Record Check is required. CPR/First Aid certification is required.

**Skills and Core competencies required:**

Strong customer service ethic. Technological competency, including proficiency with circulation and office software used in the work area. Familiarity with technology and social media used by the public. Strong communication and interpersonal skills. Ability to establish and maintain effective working relationships. Ability to provide courteous, responsive and effective service to the public. Ability to train individuals and groups.

**Physical skills and working conditions:**

This position requires keyboarding, handling of materials, pushing/pulling trucks, manual processing of materials, physical set-up for programs, packing and unpacking boxes, working at the service points.

**Job Title: Marketing & Graphics Associate****Qualifications:**

Post-secondary College Diploma in Marketing, Media, Communication or Graphic Design.

**Skills and Abilities required:**

Superior customer service skills. Computer competency, knowledge of software currently in use in the work area, and awareness of trends in design and software. i.e. Photoshop, Acrobat Pro, InDesign and other cloud and social media platforms. Ability to operate all equipment used in the work area. i.e. printers, laminators etc. This position requires a high level of motivation, initiative, creativity, time management, and respectful and inclusive communication skills. Ability to uphold and promote the values of Diversity, Equity and Inclusion in their work. Demonstrated ability to meet deadlines. Ability to establish and maintain professional working relationships within the organization and the public. A Criminal Record Check satisfactory to the Employer is required for this position.

**Physical skills and working conditions:**

This position requires keyboarding, packing and unpacking boxes, pushing/pulling trucks, extensive attention to detail on all print and electronic materials.

**Job Title: Acquisitions Technician****Qualifications:**

Library Technician Diploma from an accredited Library and Information Technology program, with 1-2 years of relevant experience, or equivalent education and knowledge gained by experience.

Strong proficiency with Integrated Library Systems (ILS); familiarity with Acquisitions and Cataloging module in Symphony as asset.

Experience in accounting procedures and proficiency with Microsoft Office is preferred.

**Skills and abilities required:**

Strong customer service ethic; Attention to detail and accuracy are essential;

Strong organizational, prioritizing, and planning skills are essential;

Excellent communication skills, both written and verbal are required;

Excellent problem-solving skills and ability to take initiative are required;

Responsible for the timely distribution of new items and donations;

Understands all established procedures, problem-solves issues and suggests improvements;

Work collaboratively and independently to problem solve and troubleshoot departmental issues in a timely manner. A Criminal Record Check satisfactory to the Employer is required for this position.

**Physical skills and working conditions:**

This position requires extensive keyboarding, the ability to lift and carry items up to 20 kg (44 lbs) associated with daily library deliveries, packing/unpacking boxes, the handling of books and materials, pushing/pulling of trucks over 20 kg (44 lbs).

**BAND 6**

**Job Title: Customer Service Librarian**

**Qualifications:**

Master's degree in Library or Information Sciences or equivalent from a school accredited by the American Library Association (A.L.A.). Some public library experience preferred.

**Skills and Core competencies required:**

Possess a Natural affinity for working with the Public. Excellent customer service skills and the ability to work with a diverse group of people. Demonstrated understanding of the developmental needs of the changing demographics in our community including Senior Citizens. Advanced technological literacy. Demonstrated ability in setting priorities, monitoring projects, and completion of duties. Diplomatic and collaborative with strong interpersonal skills and a proven ability to work with cross-functional teams. Excellent oral, presentation and writing skills. High level of motivation, initiative and responsibility. The ability to establish and maintain effective working relationships. Computer competency; advanced knowledge of office software and electronic resources.

**Physical skills and working conditions:**

This position requires keyboarding, handling of books & materials, pushing/pulling trucks, and manual processing of materials, serving the public on the floor by standing and walking at the library's service points.

**Job Title: Digital Literacy Librarian**

**Qualifications:**

Master of Library Science or equivalent from an ALA accredited Library School. Experience in a related position would be an asset.

**Skills and Abilities required:**

Strong customer service ethic. Computer competency, advanced knowledge of trends in digital information delivery and technology applications in libraries. Advanced knowledge of current Web authoring and other software currently in use in the work area. Ability to operate all equipment used in the department. Knowledge of reference materials. High level of motivation, initiative, and responsibility. Job related analytical skills. Demonstrated ability in setting priorities, monitoring projects, and ensuring follow-through. Strong communication skills. The ability to establish and maintain effective working relationships. Ability to provide courteous, efficient and effective service to the public. Ability to train individuals and groups.

**Physical Skills and working conditions:**

This position requires keyboarding, handling of books and materials, pushing/pulling trucks, working at the service desks.

**Job Title: Local History and Genealogy Librarian****Qualifications:**

A Master's degree in Library or Information Sciences or equivalent from a school accredited by the American Library Association (A.L.A.) Experience in local history, archives or genealogy would be an asset.

**Skills and Abilities required:**

Strong customer service ethic. Knowledge of archival and/or records management and genealogical research. Computer competency, advanced knowledge of trends in digital information delivery and technology applications and other software currently in use in the work area. Ability to operate all equipment used in the department. Knowledge of reference materials. High level of motivation, initiative, and responsibility. Demonstrated ability in setting priorities, monitoring projects, and ensuring follow-through. Strong communication skills. The ability to establish and maintain effective working relationships. Ability to provide courteous, efficient and effective service to the public. Ability to train individuals and groups.

**Physical Skills and working conditions:**

This position requires keyboarding, handling of books and materials, pushing/pulling trucks, working at the service desks.

**Job Title: Public Services Supervisor****Qualifications:**

Library Technician Diploma, with a minimum of three (3) years relevant experience or equivalent education and knowledge gained by experience. Supervisory training required.

**Skills and Abilities required:**

Strong customer service ethic. Computer competency, advanced knowledge of circulation software, and of the office software currently in use in the work area. Ability to establish and maintain effective working relationships. Ability to provide courteous, efficient and effective service. Attention to detail, high degree of accuracy; numeracy, analytical, reasoning, and problem-solving skills. High level of motivation, initiative, and responsibility. Demonstrated ability in setting priorities, monitoring projects, and ensuring follow-through. Strong communication skills. Ability to train individuals and groups. Ability to work independently with minimal supervision. Ability to write reports.

**Physical skills and working conditions:**

This position requires keyboarding, handling of materials, pushing/pulling trucks, packing and unpacking boxes, attention to detail/print on all materials and computer screens, working at the service desks.

**Job Title: Children's Librarian****Qualifications:**

Master's degree in Library or Information Sciences or equivalent from a school accredited by the American Library Association (A.L.A.). 1-2 years' experience in a public library with a focus on children's services.

**Skills and Abilities required:**

Excellent customer service skills and the ability to work with a diverse group of people. Understanding of the developmental needs of children and adolescents and an affinity for working with children and youth. Strong knowledge of children's and young adult literature. Advanced technology literacy. High level of motivation, initiative, and responsibility. Demonstrated ability in setting priorities, monitoring projects, and ensuring follow-through. Diplomatic and collaborative with demonstrated strong interpersonal skills and a proven ability to work with cross-functional teams. This position is required to take every reasonable precaution in the circumstances for the protection of the health and safety of the worker.

**Physical skills and working conditions:**

This position requires extensive keyboarding, handling of materials, pushing/pulling trucks, attention to detail/print on all materials and computer screens.

**BAND 7****Job Title: Mechanical Custodian****Qualifications:**

Ontario Secondary School diploma or equivalent, plus formal facilities maintenance education with emphasis on facility electrical and mechanical system maintenance; or equivalent education and knowledge, plus a minimum of three (3) years relevant experience. Must have a valid Ontario driver's license.

**Skills and Abilities required:**

Strong customer service ethic. Computer competency, proficient in the use of software currently in use in the work area. Advanced knowledge of electrical and mechanical operating systems, advanced knowledge in the operation of boilers, plumbing, air conditioning, alarm (burglar, fire, etc.) and air handling systems, as well as knowledge of routines as they pertain to daily building and premises maintenance.

**Physical skills and working conditions:**

This position requires mechanical skills, lifting, pushing, climbing, working with power tools, handling chemicals, exposure to unsanitary conditions, dealing with behaviour problems of library users.

**Job Title: Community Engagement & Programming Librarian****Qualifications:**

A Master's degree in Library or Information Sciences or equivalent from a school accredited by the American Library Association (A.L.A.). 1-2 years' experience in a library and/or relevant community organization, including programming. A valid driver's license would be considered an asset.

**Skills and Abilities required:**

Strong customer service skills. High level of motivation, flexibility, creativity, initiative and responsibility. Demonstrated ability in setting priorities, monitoring projects, and ensuring follow-through. Exceptional inter-personal skills with the ability to communicate with all sectors of the community. Strong oral and written communication skills. Computer competency; advanced knowledge of office software and electronic resources used in the work area. Criminal record check required.

**Physical skills and working conditions:**

This position requires keyboarding, handling of books and materials, pushing/pulling, serving the public on the floor & at library service points.

**Band 8**

**Job Title: Collection Development Librarian**

**Qualifications:**

A Master's degree in Library or Information Sciences or equivalent from a school accredited by the American Library Association (A.L.A.). In-depth knowledge of collection development and public library collections for all ages in all media as well as professional collection resources. 2-3 years' experience in a public library.

**Skills and Abilities required:**

Strong customer service skills. In-depth knowledge of collection development and public library collections for all ages in all media. High level of motivation, initiative and responsibility. Strong communication, organization, analytical, problem-solving, writing, and time management skills. The ability to establish and maintain effective working relationships. Computer competency; advanced knowledge of office software and electronic resources used in the work area. A Criminal Record Check is required.

**Physical skills and working conditions:**

This position requires keyboarding, handling of books and materials, pushing/pulling book trucks, serving the public on the floor and from the library's service points.

LETTER OF UNDERSTANDING

between

THE OSHAWA PUBLIC LIBRARY BOARD

and

THE CANADIAN UNION OF PUBLIC

EMPLOYEES AND ITS LOCAL 960

OSHAWA PUBLIC LIBRARY EMPLOYEES UNION

The Parties agree that the following provides an example of the application of Article 9.02.

Employee A has a seniority date of November 1, 1997. Employee A is in Band 6, working as a Local History Librarian.

Employee B has a seniority date of December 1, 1997. Employee B is in Band 6, working as Payroll. Employee B is the most junior employee in Band 6.

Employee C has a seniority date of November 15, 1997. Employee C is in Band 6, working as a Programming Librarian. Employee C is the second most junior employee in Band 6.

No vacancies exist in Band 6 jobs.

Employee A's job is eliminated. They are not qualified and able to perform Employee B's job, so they cannot displace the most junior employee in their Band. They are qualified and able to perform Employee C's job so they are assigned to displace employee C in their position.

**LETTER OF UNDERSTANDING**

between

**THE OSHAWA PUBLIC LIBRARY BOARD**

and

**THE CANADIAN UNION OF PUBLIC**

**EMPLOYEES AND ITS LOCAL 960**

**OSHAWA PUBLIC LIBRARY EMPLOYEES UNION**

The parties agree that the wage rates in Schedule A are pay equity compliant. This letter shall remain in effect until a new Collective Agreement is entered into between the parties.

LETTER OF UNDERSTANDING

between

THE OSHAWA PUBLIC LIBRARY BOARD

and

THE CANADIAN UNION OF PUBLIC

EMPLOYEES AND ITS LOCAL 960

OSHAWA PUBLIC LIBRARY EMPLOYEES UNION

Visiting Services

The parties agree that health and safety is a priority in the workplace, especially when an employee visits a Library customer's residence as part of its Visiting Library Services.

The parties further agree that prior to enrolling a member of the public in the Visiting Library Services Program, a Manager that is certified in health and safety will conduct an initial site visit to determine whether the customer's residence is appropriate for the delivery of library resources.

LETTER OF UNDERSTANDING

between

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EMPLOYEES AND ITS LOCAL 960

OSHAWA PUBLIC LIBRARY EMPLOYEES UNION

Switch Shifts

Article 14.02 (b) Hours of Work will read as follows:

Employees may, at their option, arrange to trade weekend shifts or offer to work extra weekend shifts, subject to management's approval, and part-time staff may average their hours of work up to 50 hours of work over a 2 week pay period as a result of this "switch shift".

Employees requesting a "switch/trade shift" will be required to submit this request in writing to their Manager or designate at least two (2) weeks in advance.

Employees will be responsible for finding their own replacement and the employee providing the backfill will be required to notify their Manager or designate in writing that they agree to this switch, subject to Management approval.

Such an arrangement will be deemed not to be in violation of Article 14.02 (a), Schedule B, now will it result in overtime paid to the employees involved.

**JOINT JOB EVALUATION COMMITTEE**

**LETTER OF UNDERSTANDING**

**between**

**The Oshawa Public Library Board**

**and**

**The Canadian Union of Public Employees  
and its Local 960**

## **Joint Job Evaluation Program**

### **Article 1 Purpose**

- a) To carry out a Job Evaluation Program based on the Mercer Job Evaluation Plan for the Employer and the Union.
- b) To jointly participate in a job evaluation plan which continues to reflect Equal Pay for Work of Equal Value for all jobs within the Union. The plan will include these main factors: skills, effort, responsibility, working conditions and qualifications.
- c) The implementation of the Mercer Job Evaluation Plan will be negotiated between the parties as part of collective bargaining for Collective Agreement expiring March 31, 2008. The money for this program will be paid by the Employer over and above normal wage increases negotiated in collective bargaining.
- d) Ongoing Evaluations carried out under the plan shall be completed in accordance with Article 6 within a reasonable time, mutually agreed upon by the parties. Any reclassification that results in a wage increase will be effective from the date the matter was first brought to the attention of the Joint Job Evaluation Committee. The parties agree to make every reasonable effort to complete the initial job evaluations prior to Jan 15th, 2009.
- e) No employees wage rate will be reduced as a result of the re-evaluation of their job. Article 8.2 of this Letter of Understanding will apply.

### **Article 2 Definitions**

This Letter of Understanding shall be deemed to include the Glossary of Terms as described in the Mercer Job Evaluation Plan.

### **Article 3 The Joint Job Evaluation Committee (J.J.E.C.)**

- 3.1 The J.J.E.C. shall have equal representation and participation from each of the Parties;
- 3.2 The Employer and the Union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
  - i) The chairing of Committee meetings;
  - ii) The scheduling of regular Committee meetings which include notification of appropriate non-Union Supervisors for Committee members' attendance;
  - iii) Establishing the priority of matters to be acted upon by the Committee.
- 3.3 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.
- 3.4 The Employer will provide administrative support services to the Committee. The person performing these functions shall not be a member of the Committee. These services shall be under the direction of the Co-chairs and shall include:

- i) The distribution of all Committee correspondence to the Committee Co-chairpersons;
  - ii) The preparation and distribution of meeting agendas at least 48 hours prior to the meeting;
  - iii) The preparation and distribution of minutes;
  - iv) The preparation and distribution of Committee documents.
- 3.5 The Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that occur as a result of an evaluation of their present position.
- 3.6 Union Committee members shall only be replaced by bargaining unit members for such time as they are working on the J.J.E.C.
- 3.7 Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties subject to the reconsideration procedure as outlined in Article 7.
- 3.8 The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least 48 hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within 7 working days of the delivery of the notice to the other party's Co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representation on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of Committee.

#### **Article 4 Mandate of the Committee**

The J.J.E.C. shall implement a Job Evaluation Program as outlined in the Mercer Job Evaluation Plan with the intent of:

- a) Evaluating all jobs using the job evaluation plan;
- b) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time;
- c) Recording the results and rationale on a rating sheet as outlined in the plan.

#### **Article 5 Job Analysis Procedures**

5.1

a) Step 1

A Job Information Questionnaire shall be completed by the incumbent or representative group and the non-union Supervisor. The completed questionnaire shall be submitted to the J.J.E.C along with a copy of the current job description, if one exists. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

- b) **Step 2**  
The Committee will draft up-to-date job description based on the information gathered. Where further information is required, interviews shall be held with the incumbent and/or the non-union Supervisor. The Committee shall submit the job description to the incumbent and the non-union Supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent and the non-union Supervisor. When agreed upon, the job description shall be signed by the incumbent and the non-union Supervisor to signify their mutual agreement.
- c) **Step 3**  
The job shall now be rated, based on the agreed upon job description in accordance with the Job Evaluation Plan. The committee shall also use information obtained from the completed questionnaire and, if required, interviews with the incumbent and/or non-union Supervisor, and visits to the job site.
- d) **Step 4**  
When the Committee has completed the rating of all jobs it will provide the non-union Supervisor and the incumbent with notice of their salary band and a copy of the job description.

5.2 In the application of the Job Evaluation Plan, the following general rules shall apply:

- a) It is the content of the job, not the performance of the incumbent that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level in each sub factor by comparing the specific requirements of the job to the sub factor definition and the description of each degree level;
- d) The job analysis and rating of each job shall be relevant to and consistent with the job descriptions of all other jobs rated under the Plan;
- e) No interpolation of sub factor degrees (i.e. midpoints) is permitted.
- f) Rating decisions shall include a sore-thumbing process to ensure consistency in Committee decisions;
- g) A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- h) Members of the J.J.E.C. shall not discuss meeting contents outside the meeting forum.
- i) Members of the J.J.E.C. shall not approach employees without the permission or direction of the J.J.E.C. regarding matters currently under review by the committee.

## **Article 6**

### **6.1 Maintaining the Job Evaluation Program**

It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to review jobs, by having each incumbent meet with their non-union manager at

least once during the life of each Collective Agreement or every three (3) years, whichever is greater.

## **6.2 Procedure for Changed Jobs**

Whenever the incumbent/Union/Employer feel that the duties and responsibilities of a job have been changed, or that job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent/Union or the non-union Supervisor/Employer may submit a request for a Job Evaluation review to the Committee through their respective Co-chair. There will be at least a 6 month interval from the last request for review of a job before another request for review may be submitted.
- b) Upon receipt of notice of this request, the J.J.E.C. shall proceed to gather accurate, up-to-date information on the job in accordance with the Job Analysis Procedures. The gathering of information shall involve requesting the incumbent and non-union Supervisor to complete an up-to-date job information questionnaire. Where further information is required, interviews shall be held with the incumbent and/or non-union Supervisor and, if necessary, visits to the job site.
- c) Where the job description has changed, the Committee shall meet to rate the changed sub factors of the job and to establish a new rating for the job. The rating of the job shall determine the pay grade for the job.

## **6.3 Procedure for New Jobs**

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- a) The Employer shall prepare a draft job description for the job;
- b) The J.J.E.C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
- c) The job shall be posted in accordance with usual procedures as outlined in Article 10 of the Collective Agreement, after which the standard procedures of the Joint Job Evaluation process shall apply.

## **Article 7 Settlement of Disputes**

In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretations, application or administration of the job evaluation program, such unresolved matters may then be referred to arbitration for a final and binding decision.

### **Arbitration**

- 7.1.1 Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Ministry of Labour to appoint an Arbitrator.

The Arbitrator shall decide the matter upon which the J.J.E.C. was unable to agree and their decision shall be final and binding on the J.J.E.C., the Employer, the Union and all affected employees. The Arbitrator shall be bound by the Collective Agreement, which for this purpose includes the Job Evaluation Plan, and shall not have the power to modify or

amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

- 7.1.2 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.
- 7.1.3 The Arbitrator's fees and expenses shall be borne equally between the parties.
- 7.2 The time limits contained in this Letter of Understanding may be extended by mutual agreement of the parties.

### **Article 8 Applying the Rating to the Salary Ranges**

- 8.1 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay level on the new salary schedule, retroactive to the date the Job Evaluation Request was submitted to the J.J.E.C. The incumbents shall retain the same place on any increment grid.
- 8.2 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, the incumbent shall be identified as "Red-Circled" but shall continue to progress (increment) through the salary range to the job rate of the previous pay grade. "Red-Circled" positions shall not receive negotiated increases until the job rates for their band have reached the level of the "Red-Circled" position.
- 8.3 No incumbent shall have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

### **Article 9 Inclusion of the Job Evaluation Plan and Documents**

This Letter of Understanding is deemed to include the Mercer Job Evaluation Plan, job descriptions, and any other documents as agreed to by the Joint Job Evaluation Committee.

### **Collective Agreement Articles which reference the Joint Job Evaluation Letter of Understanding:**

#### **Article 22**

When the duties of work in any classification are increased or decreased, or when any position not covered by Schedule "A" is established during the life of this agreement, the procedures as outlined in the Joint Job Evaluation Committee Letter of Understanding shall apply.

**Article 10.07**

The job qualifications as set out in Schedule "D" shall be used for the purpose of job postings pursuant to this article. The qualifications in Schedule "D" shall form an integral part of this Collective Agreement, and shall remain unchanged except as noted below.

Where the establishment of a new job, or the changing in duties of an existing job (as of the signing date of this Collective Agreement) requires the review of qualifications, the procedures as outlined in the Joint Job Evaluation Committee Letter of Understanding shall apply.

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