

# **COLLECTIVE AGREEMENT**

**between**

**ONTARIO LIBRARY SERVICE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 4705 - 10**

**April 1, 2024 - March 31, 2027**



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## **ARTICLE 1 - PREAMBLE**

**1.01** Whereas it is the desire of the parties to the Collective Agreement to maintain and develop the existing harmonious relations between the Employer and its employees, to promote cooperation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations pertaining to working conditions and to promote morale and well-being of all employees included in the Bargaining Unit represented by the Union. Therefore, to implement the foregoing, the parties mutually covenant and agree to the following:

## **ARTICLE 2 – RECOGNITION AND SCOPE**

### **2.01 Scope**

The Employer and any entity authorized on its behalf recognizes the Union as the sole and exclusive bargaining agent for the Bargaining Unit consisting of the following: all employees in the Province of Ontario, save and except, Chief Executive Officer, Director of Training and Consulting, Director of Operations, the HR Administrator, the Leadership Advisor and one confidential secretary to the CEO.

### **2.02 Definitions**

For the purposes of this Collective Agreement:

- a) An 'employee' is an employee of the Employer who is within the Bargaining Unit for which the Union is the sole bargaining agent as certified and as hereinafter agreed upon;
- b) A 'full-time employee' is an employee who has been hired by the Employer to work 35 hours or more per week on a regular basis. 'Full-time continuous service' is an unbroken period of employment when the employee is receiving full pay or is on an authorized leave of absence.
- c) A 'part-time employee' is an employee whose scheduled work week is less than that of a full-time employee. Conditions for part-time employees are outlined in Article 2.03.
- d) A 'permanent employee' is an employee who has successfully completed the probationary period.

- e) A 'probationary employee' is an employee who is serving his or her probationary period and who has not completed such probationary period.
- f) A 'temporary employee' is an employee who has been hired by the Employer for the purpose of replacing an employee absent due to sickness, accident, or other approved leave of absence or a person employed for the purpose of performing a specific temporary assignment of not more than six months.
- g) A regular work week is defined as a five-day week, seven hours per day.
- h) A compressed work week is defined as a four-day work week, 35 hours per week.
- i) Flex time is a modified bi-weekly work schedule in which an employee may, depending on organizational needs, work up to nine hours a day and take up to one day off, every two weeks.

**2.03 Conditions for employees working more or less than 35 hours per week**

- a) For purposes of applications for job postings, for promotions, for transfers, for lay-off, for recall, for indicating vacation preference and wage progression through the salary grid, each year of seniority shall equate to 1820 hours worked for the Employer.
- b) Employees who work more or less than 35 hours per week shall earn vacation entitlement, sick leave credits and public holidays on a pro-rated basis using 1820 hours as equivalent to one year of work. Eligible part-time employee (i.e.; a part time employee who regularly works 17.5 hours or more) shall be entitled to Benefits and Group Insurance pursuant to Article 16, but the Employer's share of premium costs shall be pro-rated based on the part-time employee's hours in relation to hours for a full-time employee. The Employer shall notify such eligible part-time employee.
- c) Part time employees who are regularly scheduled to work ten hours or less over a two-week period shall have the option of receiving vacation entitlement in paid days off or vacation pay.

Employees who choose vacation pay shall be entitled to request unpaid time equivalent to their entitlement and such leave shall be granted.

## **2.04 Conditions for temporary employees**

- a) A temporary employee will receive vacation benefits in accordance with the Employment Standards Act and will receive vacation benefits with each pay. Such an employee shall not be entitled to other benefits.
- b) A temporary employee shall not accumulate seniority except that a temporary employee who is subsequently appointed to the probationary staff shall have his/her seniority dated back to the commencement of his/her last temporary assignment. Seniority shall be based on actual hours worked.
- c) A temporary employee shall be considered for a job posting only if no permanent member of the Bargaining Unit has applied. A temporary employee will be considered prior to any outside advertising.
- d) Except for the foregoing, a temporary employee shall be entitled to all rights and privileges of this agreement except the right to grieve his/her discharge for lack of work. Such employees shall not be entitled to the provisions of Articles 20.03, 20.04, or 20.05.
- e) Unscheduled part-time employees are employees called in on an as needed basis. They shall accumulate seniority hours but do not have access to the benefit plan. They do not have a guarantee of hours and the Employer shall not be required to provide notice to cease giving hours to them. They will not be offered assignments which the Employer reasonably believes will last more than four weeks.

## **ARTICLE 3 - EMPLOYER RIGHTS**

### **3.01 Union acknowledgement**

The Union acknowledges that it is exclusively the function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, transfer, promote, classify, direct, assign duties, lay-off, discharge, suspend or otherwise discipline employees, provided that a claim that a permanent employee has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this agreement may be the subject of a grievance and dealt with as herein provided;

- c) to maintain and enforce rules and regulations governing the conduct of the employees; and
- d) to manage the affairs of the Employer and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, whether such personnel should be full-time, part-time or otherwise, the nature of their work and the standards of performance for all employees, the methods, procedures and equipment to be used, and all other matters concerning the Employer's operations.

**3.02 Establishing procedures**

All employees agree to follow procedures as established by the Employer and will carry on with their work while any grievance is being investigated. The Employer will not discriminate against any employee who has requested an investigation into a grievance.

**3.03 No contracting out**

The Employer agrees that it will not sub-contract work, contract out work or use the employees of an outside contractor if such would result in the lay-off of a Bargaining Unit member.

**3.04 No work outside Bargaining Unit**

Persons excluded from the Bargaining Unit shall not perform any work that is normally done by Bargaining Unit employees except in any of the following circumstances:

- a) for purposes of experimenting, demonstrating or self familiarization;
- b) for purposes of instructing employees;
- c) in case of emergency or unusual circumstances where employees are not immediately available to perform the work required.

**3.05 No other agreements**

The Employer shall not enter into any agreement with any employee that is inconsistent with the provisions of this Collective Agreement.

### **3.06 Policies & procedures**

The policies of the Employer shall be as per the existing OLS Internal Policy and Procedures unless notification of changes are conveyed to employees by e-mail in advance of taking effect.

### **3.07 Change in work assignment**

The Union shall receive notification of changes in work assignment that impact the employee's job description or working conditions, prior to such changes being made.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 Compulsory dues payment**

It is agreed and understood by the Parties hereto that there shall be compulsory dues payment by all employees who come within the Bargaining Unit to which this Agreement applies and shall continue during the period of the contract.

### **4.02 Handling of dues**

- a) The Employer agrees that it will deduct from the pay of all employees an amount specified by the Union in writing as being the amount of its monthly dues, such deductions to be made bi-weekly.
- b) All deductions made under the provisions of this Article will be remitted monthly to the National Secretary-Treasurer of the Union. The cheque shall be accompanied by a list of the names of employees from whose wages the deductions have been made. This list shall indicate additions or deletions of staff, promotions, demotions, changes of address and whether an employee is permanent, probationary, temporary or part-time.
- c) The Employer shall indicate the amount of Union dues paid by each Union member in the previous year on income tax (T-4) slips.

### **4.03 Orientation of new employees**

- a) The Employer undertakes to acquaint new employees with the fact that they are members of a Collective Bargaining Unit represented by the Union and that the terms of their employment include the terms of this Collective Agreement so long as it is in effect.

- b) On commencing employment, the employee's immediate supervisor or designate shall introduce the new employee to his/her Local Union representative. The Local Union representative will be allowed one 30-minute interview with a new employee during working hours during the first 30 working days of such employee's employment. Such meeting will be virtual if the Union representative is in a different city from the new employee.

**4.04 New employee data**

The Employer shall provide the Union with an employee list.

The list will include each person's name, job title/classification (including indication of job sharing if applicable), home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary including scheduled end), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive in January and July of each year.

**ARTICLE 5 - RESPONSIBILITIES OF THE PARTIES**

**5.01 No strikes - no lockouts**

There shall be no strikes or lockouts so long as this Collective Agreement is in effect.

**5.02 No discrimination**

The Employer and the Union agree that there shall be no intimidation, discrimination, interference or coercion exercised or practised with respect to any employee for any reason.

**5.03 Board meetings**

The Employer agrees to provide a copy of Minutes of Board meetings to the Union upon request.

#### **5.04 Correspondence**

All correspondence between the parties arising under the terms of this Collective Agreement shall pass, if sent by the Union, to the Chief Executive Office or designate and, if by the Employer, to the secretary of the Union unless otherwise specified.

### **ARTICLE 6 - UNION REPRESENTATION**

#### **6.01 Naming of Union officers**

The Union shall keep the Employer notified, in writing, of the names of its officers and of the names of the persons elected or appointed in accordance with the following articles both upon their election or appointment and immediately following changes as such may occur.

#### **6.02 Grievance committee**

The Employer agrees to recognize and the Union agrees to appoint a grievance committee of not more than three employees, appointed or elected by the Union from amongst the permanent employees for the purpose of assisting in presenting grievances or making representations concerning matters arising under this Collective Agreement. It is understood, however, that the Employer shall not be required to meet with more than two members of the grievance committee at any one time.

#### **6.03 Labour-Management**

- a) The Employer agrees to recognize a Labour-Management committee. The Labour-Management committee shall consist of not more than two Union members. The purpose of the Labour-Management committee shall be to meet with two or more representatives of the Employer on mutually agreeable dates in April and October to discuss matters of mutual interest. Whenever possible, agendas of matters for discussion shall be exchanged seven days before each meeting of the Labour-Management committee and the Employer's representative or representatives.
- b) Time spent in Labour-Management meetings will be considered time worked.

**6.04            Negotiating committee**

The Employer will negotiate with the Union in good faith and will work towards a peaceful and amicable settlement of any difference that may arise between them. The Employer further recognizes the right of the Union to elect a negotiating committee consisting of not more than three Local Union members. The negotiating committee will be for the purpose of conducting negotiations for the renewal of the Collective Agreement. Each employee engaged in such negotiations shall continue to receive all salary and benefits and shall suffer no loss of pay or benefits for the first twenty-one (21) hours of negotiations.

In addition, employees may use up to two (2) days each to prepare for negotiations and shall receive all salary and benefits during this time, subject to reimbursement by the Union to the Employer.

**6.05            Job Evaluation committee**

A job evaluation committee, consisting of two Unionized and two non-Unionized staff, will review all positions to ensure proper classification.

**6.06            Representation**

It is agreed that the parties to this Collective Agreement may have the assistance at any time of any representative, solicitor or other authorized agent as they may require in any meetings or discussions between the Union and the Employer.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01            Definition of grievance**

When a difference arises between the parties hereto relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether or not a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated (such difference or allegations being hereinafter referred to as a "grievance"), the following procedure shall apply. When the term "grievance procedure" is used in this agreement, it shall be considered as including the arbitration procedure.

## 7.02

### **Complaint stage and grievance initiation**

It is the mutual desire of the parties hereto that a grievance of an employee shall be addressed as quickly as possible and it is understood that an employee has no grievance until he or she has first given the supervisor or his/her designate an opportunity to adjust his/her grievance.

#### *Complaint stage*

An employee who has a complaint must bring that complaint to the attention of the supervisor within ten (10) working days of when the employee became or ought reasonably to have become aware of the occurrence that gave rise to the complaint. It is understood that no employee has a grievance until the supervisor has been given an opportunity to adjust the complaint and verbally reply, which shall be a maximum of five (5) working days from the presentation of the complaint.

#### *Grievance initiation*

Following the complaint stage, the grievance shall be reduced to writing, specify the Article or Articles of this Collective Agreement alleged to have been violated, sign the grievance, and then, within five (5) working days of the verbal reply of the supervisor, process the grievance through the following steps in the following sequence.

Step One - The grievance shall be submitted to the employee's supervisor. A meeting will be held between that supervisor and the employee within five (5) working days of the receipt of the grievance by the supervisor. A local Union representative will accompany the employee. The supervisor shall reply in writing within five working days after receipt of the grievance.

Step Two - Failing settlement being reached in Step One, the grievance committee shall present the grievance to the Chief Executive Officer or designate within ten (10) working days. The grievor shall have the right to be present at the meeting. The Chief Executive Officer or designate shall reply in writing within five (5) working days of the meeting.

Step Three - Failing settlement being reached in Step Two, the grievance committee may within thirty (30) working days, refer the grievance to arbitration.

### **7.03 Policy grievance**

When a grievance arises directly between the Employer and the Union, the Employer or the Union may submit the grievance to the other and the time limits and other provisions of this article shall be appropriately applied provided that such grievance shall be filed at Step Two of the grievance procedure. Any Employer grievance shall be filed with the area representative for the Union. Failing settlement, such grievances may be taken to arbitration at Step Three. It is expressly understood that the provisions of this article may not be used where the difference could have been addressed by the employee in the grievance procedure.

### **7.04 Mutually agreed changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

### **7.05 Time limits**

- a) The time limits fixed in the grievance procedure, including arbitration, may be extended by agreement in writing of the parties to this Collective Agreement.
- b) All time limits referred to in the grievance procedure shall be deemed to mean 'working day' (i.e. exclusive of Saturday, Sunday or the paid holidays set out in Article 12 of this agreement).

### **7.06 Replies in writing**

Commencing at Step One, replies to grievances stating reason shall be in writing at all stages.

### **7.07 Facilities for grievances**

The Employer shall supply the necessary facilities for grievance meetings.

### **7.08 Voluntary mediation**

- a) The parties may on mutual agreement request the assistance of a mediator.
- b) The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.

- c) It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party in any future proceeding, except for enforcement purposes.
- d) The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- e) Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - i. A short description of the grievance.
  - ii. A statement of relevant facts.
  - iii. A list of any relevant provisions of the collective agreement.
  - iv. Any relevant documentation.
- f) Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.
- g) The cost for such mediator shall be shared equally between the parties.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Referral to arbitration**

Any difference of opinion relating to the interpretation, application, administration or alleged violation of this Agreement, which cannot be settled after exhausting the Grievance Procedure, may be referred to Arbitration within forty-five (45) working days of the decision at Step Two of the Grievance Procedure. When either party requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party, and at the same time, submit the names of three (3) potential arbitrators. The selection of the arbitrator shall be mutually agreed between the parties. Failing mutual agreement, either party may apply for the appointment of an arbitrator pursuant to section 49 of the *Labour Relations Act*.

### **8.02 Appointment of arbitrator**

No person may be appointed as an arbitrator who has been previously involved in an attempt to negotiate or settle the grievance.

**8.03 Prerequisite**

No matter may be submitted to arbitration that has not been properly carried through all prerequisite steps of the grievance procedure.

**8.04 Consistency of decisions**

The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement nor shall it be authorized to alter, modify, add to or amend any part of this agreement.

**8.05 Final decision**

The proceedings of the arbitration board shall be expedited by the parties hereto and the decision of the majority or, where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

**8.06 Costs of the board**

Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will equally share the expenses and fees, if any, of the chairman of the board of arbitration.

**8.07 Appointment of sole arbitrator**

As an alternative to the appointment of a board of arbitration, the parties may mutually agree to the appointment of a sole arbitrator. If the parties agree to the selection of a sole arbitrator, this article will apply to such sole arbitrator with all appropriate modifications.

**ARTICLE 9 - DISCHARGE AND DISCIPLINE PROCEDURES**

**9.01 Suspension or discharge**

A grievance by an employee that he or she has been unjustly suspended or that he or she has been unjustly discharged shall be lodged with the Employer at Step Two of the grievance procedure.

Such grievance may be settled under the grievance procedure, including arbitration, by:

- a) confirming the Employer's action in dismissing or suspending the employee, or

- b) reinstating the employee without loss of seniority and with full compensation for time lost, or
- c) by any other decision which may be deemed just and equitable, or
- d) in considering the discharge of a probationary employee, a sole arbitrator or a board of arbitration will apply a lesser standard than would be applied in the discharge of an employee who has completed the probationary period.

**9.02 Progressive discipline**

Except in more serious instances, the Employer will exercise progressive discipline if discipline is deemed necessary.

A supervisor who has a complaint must bring that complaint to the attention of the employee within fifteen (15) working days of when the supervisor became or ought reasonably to have become aware of the occurrence that gave rise to the complaint.

**9.03 Disciplinary action**

An employee shall have the right to have a local Union representative present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. When a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee, in advance, of the purpose of the interview in order that the employee may consult with his/her local Union representative and arrange for him/her to be present at the interview.

**ARTICLE 10 - PERSONNEL FILES**

**10.01 Placement of materials**

An employee shall have the right to have access to review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## **10.02 Employee record**

The record of an employee shall not be used against him/her at any time after 12 months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no further disciplinary action has been recorded. Any notice of disciplinary action relating to harassment or violence shall be disregarded after eighteen (18) months provided that no further disciplinary action has been recorded.

## **ARTICLE 11 - WORKING HOURS**

### **11.01 Hours of work**

- a) The normal workday for Full Time employees (except JASI Support Analysts) shall be between 8:30 a.m. and 4:30 p.m. during which there will be a one-hour unpaid lunch period. The normal work week will be 35 hours on a five-day basis, Monday through Friday. The Employer will consider requests for a modified start and finish time, subject to operational requirements including full staffing during core operating hours (9:00 a.m. to 4:00 p.m.) and the need for employees to attend meetings as and when required. Such request shall not unreasonably be denied.
- b) Under the conditions of flex time as outlined in Article 11.10, employees will work no more than 70 hours in a two week pay period (excluding authorized overtime) and no more than 42 hours in a one-week period. In one day, employees will work no more than nine hours and no fewer than four hours. Within the flex-time conditions, only one full day may be taken off in each 70-hour period.

#### JASI Support Analysts

Notwithstanding the foregoing, the hours of work for JASI Support Analyst shall be between 9:00 a.m. and 6:00 p.m., Monday to Friday inclusive. Where JASI Support Analysts are required to work away from the usual workplace, hours may be worked between 7:30 a.m. and 10:00 p.m., Monday to Friday inclusive.

- a) No more than eight (8) hours are worked per day;
- b) No more than five (5) consecutive hours are worked without at least a one-half (1/2) hour eating period;
- c) There are no more than two (2) work periods per day. Employees' time is flexible during a work period, with notification to the manager.

- d) Work period is defined as the period from first reporting for work in any day to the eating break, or the period from the eating break to the final departure for the day.
- e) Seventy (70) hours are worked within the period and that no time is carried from period to period.
- f) Scheduling will be managed to ensure continuous coverage during regular hours of operation.
- g) The Union agrees to inform its members of their obligation to ensure that the core hours including statutory meal periods are properly staffed.

A JASI Support Analyst will be required to be available for work during the Christmas Break. Shifts will be offered to JASI Support Analysts in order of seniority. If no JASI Support Analyst is willing to accept the shifts, they will be assigned to the junior JASI Support Analyst, subject to the requirements of the *Employment Standards Act*. The individual so assigned will receive a lieu day for each day worked during the Christmas Break in addition to their regular wages. The hours of work provided for in the above article shall be implemented by mutual agreement between the employee and the employee's immediate manager. Failure to reach mutual agreement may result in the employee being scheduled to work the requested hours.

#### **11.02 Rest period**

Each employee shall be permitted a paid rest period each morning and each afternoon, each of which shall not exceed 15 minutes in duration.

#### **11.03 Lunch period**

An employee who is scheduled to work for more than five consecutive hours on any day shall be permitted an unpaid lunch break of not more than one hour. This lunch period may be scheduled by the employee's supervisor to ensure that the facilities are adequately staffed at all times during each working day.

#### **11.04 Overtime**

For employees working 35 hours per week, overtime is defined as work in excess of 70 hours per two-week period.

**11.05 Compensating time**

- a) Any employee (Levels A to H) who, in the course of his/her employment, works overtime hours at a conference, workshop or meeting with library staff and in associated travel time shall receive an equivalent time off at a time or times to be mutually agreed upon by the supervisor and the employee.
- b) Prior written approval is not required for compensating time.
- c) Employees shall endeavour to adjust their start times to avoid the accrual of compensating time when required to work late.

**11.06 Overtime rates of pay and conditions**

- a) Except as provided for under Article 11.05, employees at Levels A to F shall receive the following rates of pay for overtime worked:
  - i) Over the average weekly hours as set out in Article 11.04, one & half times the normal rate of hourly pay;
  - ii) On Sunday or recognized holiday, double the normal rate of hourly pay.
- b) All overtime shall be pre-authorized in writing by the Chief Executive Officer or designate. Overtime work will be offered equally to those employees capable of performing such work where reasonably possible.
- c) Instead of cash payment for overtime, an employee at levels A to F may choose to receive time off at a time mutually agreed between the Chief Executive Officer or designate and the employee.

**11.07 Overtime meal allowance**

Employees who agree to work a minimum of two hours or more beyond their normal daily schedules shall receive a meal allowance of \$22.50. A 15-minute paid break shall be provided.

**11.08 No lay-off to compensate for hours worked**

Employees shall not be required to lay-off during normal hours to equalize any overtime worked.

**11.09 Call-in guarantee**

An employee required to work overtime which is not consecutive with normal working hours shall be paid for a minimum of three hours at the appropriate overtime rate, or for all hours worked at the appropriate overtime rate, whichever is the greater. A call-in means the time worked by an employee when the employee has been called by an official of the Employer to return to work after regularly scheduled working hours or a non-scheduled working day.

**11.10 Flex-time**

*a) Scheduling*

Each employee is responsible for setting up her/his work schedule. Schedules are subject to the approval, in writing, of the employee's supervisor. Part-time staff follows these scheduling guidelines on a pro-rated basis. A flex-time arrangement can be terminated by either party if it no longer meets the needs of the individual or the organization.

*b) Hours of work*

See Article 11.01 c).

*c) Entitlements within flex-time*

Annual vacations and statutory holidays will be based on a seven-hour day. The seven-hour day applies to all administrative purposes, e.g., the accumulation of holidays, sick leave entitlement, seniority, and incremental dates. In the case of illness, an employee has the option of deducting banked sick leave hours in order to cover the entire day (e.g., nine hours) or one day (seven hours) may be deducted and the extra hours made up during the 70 hour work period. Within the flex-time schedule, employees are entitled to compensating time and overtime accumulation after 70 hours in a two-week period.

**ARTICLE 12 - PAID HOLIDAYS**

**12.01 Public holidays**

All permanent employees except those on unpaid leaves of absence including lay-off and on long-term disability, and all probationary employees who are actively employed and who have completed three consecutive months of employment shall be paid at their regular rate of pay for the following holidays:

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

**12.02 Christmas to New Year closure**

- a) In addition, as the OLS offices are closed between Christmas Day and New Year's Day inclusive, the staff shall be granted a paid leave to cover this period.
- b) If any employee is scheduled to work, the employee shall not be required to work on the last one-half day on the last scheduled workday prior to Christmas Day. An employee, at his/her option, can either take unpaid leave for the half day or make up the half day using vacation, overtime or compensating time credits.

**12.03 Observance of public holidays**

When a paid holiday falls on a non-working day, the next scheduled working day following shall be observed as the paid holiday. If any two consecutive paid holidays fall on consecutive non-working days, the next two scheduled working days shall be observed in place of those holidays.

**ARTICLE 13 - VACATIONS**

**13.01 Entitlement**

All employees shall be entitled to the following vacations based upon 12 months of full-time, continuous service.

- i) Less than one year of service – 11.66 hours of vacation for each completed month of service;
- ii) One year of service but less than 10 years of service – 140 hours;

- iii) Ten years of service but less than 20 years of service – 175 hours;
- iv) Twenty years of service and over – 210 hours.

### **13.02 Calculation of entitlement**

On the first working day of the vacation year:

- a) Vacation entitlement adjustments will be made on April 1<sup>st</sup> each year. If an employee reaches a new level of vacation entitlement during the vacation year, he/she moves to the next level of entitlement on the 1<sup>st</sup> of April of the year.
- b) All assigned time for the vacation year will be placed on the employee's time entitlement records on the first working day of each vacation year. The employee will deduct vacation time taken from this total.

### **13.03 Right to take vacation**

Vacations may be taken at any time during the year subject to the right of the Employer to retain qualified staff available for duty at all times through the year. An employee is entitled to his/her vacation in an unbroken period unless mutually agreed upon by the employee and the Chief Executive Officer or designate.

### **13.04 Applications for vacation**

Applications for vacation shall be submitted to the Chief Executive Officer or designate by the following deadlines:

- a) Prior to March 1 for the period April 1 to September 30 of each calendar year.
- b) Prior to September 1 for the period October 1 to March 31 of the following calendar year.

A schedule of vacation shall be posted not later than 30 calendar days after the submission deadline. If there is a conflict between employees as to the choice of vacation time, then seniority shall govern. Applications for vacation that are submitted after the deadline shall be granted on a first-submitted basis. Posted vacation schedules shall not be altered except by agreement between the Chief Executive Officer or designate and the affected employee or employees.

**13.05 Deferral of vacation**

Employees will be required to take their vacations each year. A maximum of ten (10) days vacation in any year may be carried over to the next year at the employee's discretion. However, an employee may, subject to the prior approval of the Chief Executive Officer or designate, defer additional vacation days in which event the additional deferred vacation shall be taken at a time most suitable to the requirements of the Employer and as approved by the Chief Executive Officer or designate. Additional deferred vacation days will not be granted if they would result in an employee deferring more than half of their annual vacation entitlement.

**13.06 No accumulation**

Unless deferred for one year as provided in Article 13.05, vacations will not be permitted to accumulate.

**13.07 Compensation for holidays falling within vacation schedule**

If a public holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional day with pay at a time or times to be mutually agreed upon by the supervisor and the employee.

**13.08 Approved leave of absence during vacation schedule**

During his/her vacation period, when an employee qualifies for sick leave upon presentation of a doctor's certificate or qualifies for bereavement or any other approved leave pursuant to this Collective Agreement, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use later at a time to be mutually agreed upon by the supervisor and the employee.

**13.09 Earned vacation at death**

If an employee, who has been granted more vacation than he/she has earned and dies, the employee is considered to have earned the amount of vacation with pay granted.

**13.10 Repayment of unearned vacation**

Upon termination of employment, if an employee has taken more vacation than which the employee has earned, an amount equal to the unearned vacation shall be reimbursed to the Employer.

### **13.11 Computation of vacation pay**

An employee's vacation period and pay shall be based upon such employee's normal work week and base rate of pay. If requested, and with at least two pay period's notice, an employee may receive on the last pay day preceding commencement of his/her annual vacation, any net pay which may fall due during the period of vacation. For temporary employees, computation of vacation pay falls under Article 2.04.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 Absence from job**

No employee shall be absent from his/her duties except as outlined in the sections within this Article.

### **14.02 Bereavement leave**

- a) In the event of death in an employee's immediate family, the Employer will grant, upon request, up to a maximum of five days paid bereavement leave. The immediate family of the employee shall mean the spouse, child, including an adopted child, parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, grandparent-in-law, guardian or foster parent, or common-law spouse of the employee. In addition, it will mean any person who the employee shares a home with.
- b) In the event of the death of an employee's uncle, aunt, cousin, nephew, niece, or a person with whom the employee has maintained a close personal relationship, the Employer will grant, upon request, up to two days of paid bereavement.
- c) When the funeral for an individual identified in (a) or (b) above is more than 500 kilometres from the employee's residence, the employee shall be granted two additional days paid leave.
- d) An employee is allowed up to four hours leave with pay to attend a funeral for a loved one or family friend not mentioned in (a) or (b) above.

### **14.03 Preventative medical leave**

Employees shall be allowed personal leave without loss of pay or sick leave credits for regular check-ups:

- a) by a doctor, dentist, or any health service included in the extended benefits plan not to exceed 20 hours per year and five additional hours per year for unusual circumstances and subject to the approval of the supervisor; and,
- b) during the term of pregnancy, 14 hours in addition to those specified above, for prenatal preventative medical care.

**14.04 Pregnancy and/or parental leave**

Pregnancy and/or parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*.

- a) The Employer shall compensate an employee on Pregnancy and/or Parental Leave through an Employment Insurance Commission approved Supplemental Employment Benefit Plan for the waiting period and the first 7 weeks of each leave with payment equal to 75% of the employee's regular wage.
- b) Paternal leave of three days without loss of pay, shall be granted on request.
- c) Seniority shall continue to accumulate during such leaves.
- d) The employee may submit a written request at least four (4) weeks prior to the date the pregnancy and/or parental leave ends to use any or all vacation credits or lieu time credits immediately following the expiration of the leave. Such request shall be granted.
- e) The Employer will maintain the employee's full access to Article 16, Benefits and Group Insurance throughout any leaves taken under this article.
- f) The Employer will continue payments of the Employer pension contributions during any leave under this article provided that the employee continues to make their contributions.

**14.05 Jury or witness duty**

When an employee is subpoenaed for jury duty or as a court witness, he/she shall not suffer any loss of salary or wages while so serving so long as such employee turns over to the Employer all money received on account of witness fees or jury duty remuneration less applicable incurred expenses.

#### **14.06 Special leave**

A written request for a leave of absence by an employee may be granted when, in the opinion of the Chief Executive Officer or designate, the granting of such request would enhance the value of the employee in his/her work and would not in any way interfere with the conduct of the Ontario Library Service. Whether such leave shall be with or without pay shall be a matter within the Employer's sole discretion. During leaves of absence without pay in excess of 30 calendar days, employees may continue participating in pension, benefits and group insurance plans by paying both the employee and Employer portions of premiums at least one week in advance of the first of each month of coverage.

#### **14.07 Leave for personal, religious or cultural reasons**

The Chief Executive Officer or designate may grant to an employee a leave of absence for personal, religious or cultural reasons. A request for such leave of absence shall be made in writing setting forth the reasons for the request, the length of the requested leave and its commencement date. The Chief Executive Officer or designate shall give his/her decision within five working days. This decision shall be in writing setting forth the length of leave, if granted, whether it is to be with or without pay and any other applicable conditions. A leave of absence may be granted in arrears if the Chief Executive Officer or designate so decides provided that the employee advises the Chief Executive Officer or designate of the leave of absence within three days after commencement of the leave. During leaves of absence without pay in excess of 30 calendar days, employees may continue participating in Benefits, Pension and Group Insurance plans by paying both the employee and Employer portions of premiums at least one week in advance of the first of each month of coverage.

#### **14.08 Family Responsibility leave**

Family Responsibility leave up to a maximum of seven days per calendar year shall be granted to employees without loss of seniority who have completed their probationary periods. The time off will be deducted from sick leave credits and record kept of Family Responsibility leaves. It is understood that such leaves are for unexpected or sudden situations that prevent an employee from reporting to work. In the event that an employee has no sick leave credits available then the leave will be granted without pay.

#### **14.09 Leave to attend employment-related seminars and workshops**

Time off with pay will be granted by the Employer to employees, upon application in writing, to attend seminars, workshops, conventions or conferences in connection with their employment. The Employer shall have the sole prerogative to determine which employees shall be granted leave, what events shall be attended, and the amount of expenses to be granted. Employees selected to attend will be notified as soon as possible in advance of the conference or workshop dates.

In addition, at the Employer's discretion, an employee who is enrolled in a professional development course which is not directly related to his/her current job, and for which classes are held during working hours, may be given the opportunity to attend such classes and make up time according to arrangements satisfactory to the Chief Executive Officer or designate.

#### **14.10 Union-related leaves**

##### *a) Union conference leave*

A permanent employee elected or appointed to represent the Union at a conference, convention or on other Union business may, with the approval of the Chief Executive Officer or designate, be granted sufficient leave of absence without pay to attend such conference, convention or other Union business.

##### *b) Leave for Union officer*

Representatives from the local Union may be granted time off without pay by the Chief Executive Officer or designate for the purpose of attending to urgent Union business, such time off to be recorded by the hour and reported to the Employer.

##### *c) Union leave - negotiations and grievances*

The Employer shall grant leave of absence without loss of pay, benefits or credits to members of the Union who participate in negotiations, conciliations or mediation, subject to Article 6.04. Representatives of the Union shall not suffer any loss of pay for the time involved in the grievance and arbitration procedures.

*d) Leave to work full-time for the Union*

An employee who applies for leave of absence to work full-time for the Canadian Union of Public Employees or its Ontario Division shall be granted leave of absence without pay and with no continued accumulation of seniority or other benefits during such leave. Such leave shall be for a maximum term of eight months.

**14.11 12 month education leave**

Employees may be granted a leave of absence without pay or benefits for up to twelve months to attend to educational leaves related to the Employer's business. Permission must be obtained in writing at least three months prior to the commencement of such a leave.

**14.12 Unpaid election and public office leave**

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer will allow leave of absence without pay or benefits but without loss of seniority so that the Employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) An employee who is elected to public office will be allowed leave of absence without pay or benefits during their first term of Office. Seniority will not accumulate during this period.

**ARTICLE 15 - SICK LEAVE**

**15.01 Accumulation**

An employee is entitled to 10.5 hours of sick leave credits per month cumulative at his/her regular rate of pay for each unbroken month of service, such sick leave credit to be applied on the first day of the calendar month following the period of service. Accumulation shall not exceed 210 hours for permanent employees.

**15.02 Notification of absence**

An employee on the first day of absence shall report his/her illness and approximate duration to the supervisor as soon as possible, prior to the start of his/her shift, except where such notice is not reasonably possible.

**15.03 Requirement of doctor's certificate**

- a) An employee who is absent due to illness shall provide a doctor's certificate, attestation or other evidence reasonable in the circumstances to verify medical reasons for the absence upon request of the Chief Executive Officer or designate.
- b) When the Employer requires or requests an employee to provide a doctor's certificate the Employer shall pay the cost of the certificate.

**15.04 Record-keeping**

Each employee shall receive a monthly statement showing the amount of sick leave to his/her credit. An employee shall be entitled to review the record of his/her own sick leave credit accumulation details at any reasonable time.

**15.05 Utilization of sick leave**

An employee may utilize sick leave credits during absence from employment by reason of personal illness provided that:

- a) An employee entitled to loss of earnings benefits under the Workplace Safety & Insurance Act or applicable legislation shall not utilize sick leave credits; and
- b) An employee absent from employment for maternity leave or childbirth shall not be entitled to use sick leave credits; and
- c) An employee shall not utilize sick leave credits once disability benefits become payable pursuant to the disability insurance, if any, as provided in Article 16.01 of this Collective Agreement.
- d) Up to 7 days of sick leave credits may be used for the personal care of a dependent.

**15.06 Sick leave during leave of absence and lay-off**

- a) When an employee is given a leave of absence for any reason, he/she shall receive sick leave credits for the period of such absence on his/her return to work.
- b) When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credits, if any, existing at the time of such lay-off.

**15.07 No payout for sick leave**

Upon the termination of an employee's employment, whether at the instance of the employee or the Employer or by reason of death or retirement, no payment shall be made to the employee or to his/her estate on account of accumulated but unutilized sick leave credits.

**ARTICLE 16 - BENEFITS AND GROUP INSURANCE**

**16.01 Group insurance coverage**

The Employer's sole obligation for health and welfare benefits shall be to pay one hundred percent (100%) of the billed premium costs for all participating eligible permanent and probationary Full-Time employees and their eligible dependants for the following plans subject to the age limits for such coverage as contained in such plans:

- a) Employer Health Tax
- b) Extended Health Care Plan, including a vision component providing five hundred dollars (\$500.00) every twenty-four (24) months and the cost of an eye examination every twenty-four (24) months.
- c) Dental Plan equivalent to former Blue Cross #9, at the current ODA Fee Schedule, with nine (9) month recalls.
- d) Group Life Insurance Plan – one and one-half (1 ½) times basic annual earnings; Maximum of two hundred thousand dollars (\$200,000.00)
- e) Short-term Disability Income Plan providing seventy-five percent (75%) of basic weekly earnings, with a three (3) calendar day waiting period except in the case of hospitalization or accident where there is no waiting period, twenty-six (26) week benefit period.
- f) Long-term Disability Income Plan providing seventy-five percent (75%) of basic salary up to a maximum of seven thousand dollars (\$7,000.00), subject to the non-evidence threshold of the insurance carrier, per month, two-year own occupation benefit, twenty-six (26) week elimination period for illness or injury not occurring in the employ of another Employer.
- g) The conditions of all benefits described under Article 19 are governed by the terms and provisions to the master contract with the carrier and are not subject to grievance or arbitration except as to the payment of premiums. Should the Employer at any time move to any plan other than a premium based plan then the benefits described under Article 16 shall be subject to grievance or arbitration provisions of this Collective Agreement.

Employer will provide and amend the benefit booklet as follows:

Increase Paramedical coverage to \$500.00 per year.

Increase Vision Care to \$500.00 every 24 months.

Increase Physiotherapy coverage to \$1,000.00 per year.

Increase Psychologist coverage to \$1,200.00 per year.

### **Dental**

100% major restorative procedure and dentures to a maximum of \$500.00 per person per benefit year:

- (i) Major restorative procedures, such as inlays, onlays, gold fillings, crowns, repair and recementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old;
- (ii) Initial installation of full or partial dentures, and repair, returning and releasing replacement of dentures which are five (5) or more years old.

**16.02** The Employer's sole obligation for health and welfare benefits for Part-Time employees shall be to pay one hundred percent (100%) of the billed premium costs for all participating eligible permanent Part-Time employees and their eligible dependants, subject to Article 2.03(B) for the benefits contained in Class "C" of the Master Contract.

**16.03** The Employer retains the right to change carriers at any time provided that the following conditions are met:

- i. the benefits cannot be less than those described in 16.01 and 16.02 in whole or in part, and
- ii. the Union is provided a detailed listing of any amendments to the plan thirty (30) days prior to any changes taking place; and
- iii. the Employer must meet with the Union at least thirty (30) days prior to the implementation of any changes to the plan taking effect.

**16.04** Employees on leave of absence without pay in excess of three (3) continuous calendar weeks shall assume the total cost of premiums for the Benefit Plans under Article 16.01 or 16.02 for those months covered by the leave of absence without pay.

- 16.05** Where medical certification is requested by either the Employer or the Employer's fringe benefit carrier, the full cost or such medical certification will be borne by the Employer.
- 16.06** The Employer agrees to make available to all Employees and their dependants at no cost to the employee, the services of a comprehensive and confidential Employee Assistance Program for the life of the Collective Agreement the conditions of which are to be governed by the terms and conditions of the master contract with the carrier.
- 16.07** Costs of benefits described in this Article shall be paid for by the Employer for a period of twenty-four (24) continuous months from the original date of certified disability for those employees who qualify for Short Term Disability as described in Article 16.01(e) and Long-Term Disability as described in Article 16.01(f).
- 16.08** Absence due to illness must be reported before 9:00 a.m. on the first day of absence and each subsequent day where reasonably possible unless such absence has been pre-approved as the result of the acceptance of medical certification for Short-Term Disability. Full-Time employees may use sick leave credits or annual vacation to maintain full pay during absence on Short-Term Disability.

## **ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES**

### **17.01 Salary payment**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

### **17.02 Payment of travel and other expenses**

Employees shall be compensated for travel and other expenses in accordance with the Province's policy for expenses incurred by employees in the Broader Public Sector and authorized in advance by the Chief Executive Officer or designate and incurred while on training or otherwise on the Employer's business.

Meal allowances may be provided in advance when requested with reasonable advanced notice by an employee to their direct Supervisor. Such request will not be unreasonably denied.

### **17.03 Mileage allowances**

Mileage shall be paid for the use of personal vehicles, subject to the maximum use of vehicle space by employees proceeding to the same destination or function. All such expenses must have the prior authority of the Employer. All employees must have appropriate insurance coverage. Employees will be compensated in accordance with the rate paid to provincial government employees at the time the mileage claim is submitted.

It is understood that no employee shall be required to use their personal vehicle for work related business in excess of 100 km return. For travel over 100 km, the Employer will rent a vehicle for the employee.

### **17.04 Education allowance**

The Employer may reimburse employees for fees for authorized training and development courses as follows:

- a) 100% of tuition or course fees will be reimbursed if the training appears to be directly related to the employee's present job assignment. If 100% reimbursement of the fee is approved, 50% will be reimbursed on submission of a tuition fee receipt and the remaining 50% upon submission of proof of successful completion of the course.
- b) 50% of tuition or course fees may be reimbursed if the course is of a developmental nature, i.e., will increase the employee's competence and possibly provide for career progression. This amount will be reimbursed when proof of successful completion is submitted.
- c) In neither a) or b) will charges for books, parking or lab fees be included in the reimbursement of fees. All requests for approval of financial assistance must be submitted prior to course enrolment and the Employer shall respond in writing within ten (10) working days of the receipt of an employee's written request.
- d) Where the Employer requires an employee to take a course, the Employer shall pay the full costs associated with such a course.

**17.05 Professional association membership reimbursement**

Staff may each request up to the cost of an Ontario Library Association membership per year towards any professional membership that is relevant to their work at the Employer.

Staff may also request that the Employer reimburse expenses for members in organizations where the membership provides direct benefits to the Employer.

Requests under this article may be made annually and may be declined by the Employer on the basis of budgetary constraints.

**ARTICLE 18 - PROGRESSION, JOB EVALUATION & PAY EQUITY**

**18.01 Progression**

An employee shall progress from his/her starting rate to the next step on the salary schedule on the successful completion of his/her probationary period. Further progression shall occur on the completion of each full continuous year of work from the date of successful completion of the probationary period. In the event of a reclassification, progression where applicable shall occur on the completion of each full continuous year of work from the effective date of the reclassification.

**18.02 Rate of pay on promotion or reclassification**

An employee assigned, promoted or reclassified to a higher position shall be placed in an experience step in a new classification that is at least five percent higher than the previous rate.

**18.03 Rate of pay for performing duties outside the assigned job description**

An employee who is required to perform the duties of a person in a different category during the absence of the incumbent shall be paid at the employee's regular rate of pay if the rate of pay in the absent employee's category is less than the employee's regular rate of pay. If an employee is required to perform the duties of a person in a higher-rated classification during the absence of the incumbent, the employee shall be paid at the rate in the appropriate salary range which is next above the rate at which the employee was employed prior to the temporary appointment, but not less than five percent above the employee's regular rate, for that period of time so employed.

## **ARTICLE 19 - JOB POSTINGS**

### **19.01 Information on postings**

Vacancies within the Bargaining Unit shall be posted for not less than five working days. Such postings shall contain the following information:

- Nature of position
- Minimum qualifications
- Required knowledge and education
- Skills
- Hours of work
- Wage or salary rate or range
- Job evaluation classification
- Closing date

All postings and job opportunities with the Employer shall be forwarded to employees' work email addresses or home email addresses as applicable.

### **19.02 Consideration of applications**

- a) Applications from present Union members shall be considered before those from any outside applicants.
- b) Applications will be considered on the basis of qualifications, ability and seniority. The senior qualified candidate will be awarded the position.

### **19.03 Application on behalf of absent employee**

In the event that an employee is absent at the time of a job posting, a local Union representative may place an application on behalf of the absent employee. Any such absent employee must be available for an interview within fifteen (15) working days of the close of the posting or the application may not be considered.

### **19.04 Notification to employee and Union**

An employee who is declared a successful applicant for any posted position and the Union shall be notified in writing within four days of the decision and unsuccessful applicants from within the Bargaining Unit shall be advised of the name of the successful applicant within seven days of the successful applicant accepting the posted position.

**19.05 Successful applicant eligibility & trial**

- a) An employee who is a successful applicant for a posted vacancy shall be subject to a trial period of up to three months. If the employee's work in the position is not satisfactory during the trial period, such employee shall be returned to a position in his/her former category without loss of seniority.
- b) In the event that an employee who is a successful applicant for a posted vacancy decides, within the trial period, that he/she is unable to perform or is unsuited for the position, such employee shall return to a position in his/her former category without loss of seniority.

**19.06 Posting**

- a) Any vacancy within the Bargaining Unit shall be posted as in Article 19.01. Should the successful applicant for such vacancy be unsatisfactory, he/she shall be returned to his/her former category and the vacancy may be filled from the original qualified applicants without further posting.
- b) The posting procedure provided for in this article shall only apply to the original vacancy and any vacancy resulting from filling the original vacancy and not to more than one subsequent vacancy.

**19.07 Selection procedure**

Selection of the successful candidate for a job posting shall be made within twenty (20) working days following the closing date. If the Employer finds it necessary to delay selection for more than twenty (20) working days after date of closing, then the Union shall be informed in writing giving reasons for the delay.

**ARTICLE 20 - JOB DESCRIPTIONS & ASSIGNMENT**

**20.01 Job evaluation**

It is the goal of the Employer and the Union to maintain internal equity, which in turn maintains pay equity. In order to do so, using the OLS/CUPE Gender Neutral Joint Job Evaluation System, the Job Evaluation Committee as defined in Article 6.05 Job Evaluation Committee, reviews positions as follows:

- a) On request of management or individual employee at any time if there are changes to duties or responsibilities within a position.

- b) When a new position is created, and again six months after the position has been filled.
- c) All positions at least once every three years.

**20.02 Definition of organization and technological change**

Organizational and technological change is defined as introduction or change of any equipment, material, work functions, processes, methods, organization or a geographic location that is greater than 100 kilometres different from that previously utilized.

**20.03 Effect of change(s)**

- a) When the Employer requires employees to attend in-house training sessions outside of normal working hours, the time spent in such sessions shall be considered as time worked but will not result in overtime premiums being paid.
- b) Employees who are displaced from their existing pay grades through technological change to lower pay grades, shall be "red circled" at their current rates of pay until the rates for the new pay grades reach the "red circled" rates. Employees who obtain jobs in higher pay grades through technological change shall receive the rates of the new pay grades.

**20.04 Notice of change within organization**

In the event that the Employer introduces organizational or technological change such that job duties will be reduced or eliminated or where job duties may be transferred outside the work location, the Union and the employee shall be given 45 working days advance notice. The foregoing notice shall not be required for an unoccupied position.

**20.05 Right to exercise options**

Employees affected by such organizational or technological change shall have the right to exercise one of the following options:

- a) transfer to the position within OLS where the work is to be performed with continuation of all seniority and service benefits and moving expenses with receipts of up to \$2,500.00. Transferred employees shall be entitled to travel, accommodation and paid time for two trips (each of which is not to exceed two days) prior to being transferred, in order to make the necessary arrangements.

- b) when the employee chooses to commute, the Employer shall reimburse the employee for mileage at current rates for a maximum of eight weeks for the difference in mileage travelled to work (this will only apply with respect to relocation of the employee's workplace if the employee's workplace is moved to a location more than 100 kilometers from its current location);
- c) exercise rights under Article 22: Lay-off and recall;
- d) the Employer will pay cost of tuition and required supplies for up to six months of retraining for another job. During the training period the employee(s) involved will suffer no loss of rights under the terms of the Collective Agreement.

## **20.06 Telework**

### General

There are two categories of Teleworker:

- o Teleworker: A worker who works exclusively from home;
- o Partial Teleworker: A worker who regularly works from home for a portion of a work week.

*The intent of the telework article is to inform teleworkers of their responsibilities and of OLS responsibilities.*

### Guidelines

Teleworking is a condition of employment for positions as determined by OLS, in consultation with affected employees.

Telework shall not affect other terms and conditions of employment for staff, nor any relevant provisions in the Collective Agreement.

Teleworkers shall adhere to all OLS policies and applicable legislation.

Teleworkers will endeavor to ensure that their workplace is safe and ergonomic.

Confidentiality and privacy of information will be maintained by acquiring appropriate passwords on computer equipment and keeping hard copies of documents in a locked cabinet as provided in article 20.06.

### Work schedules and absences

Days and hours of work should be consistent. Periodic adjustments may be necessary to achieve optimum scheduling for both staff and OLS needs. Mutual flexibility ensures that telework staff may be required to work, from time to time, in the OLS office or other locations to attend staff meetings, participate on committees and/or projects, to access office materials and resources, etc.

Overtime provisions apply as detailed in OLS's policies and in the Collective Agreement, including the requirement for written approval in advance.

Absences from telework locations also follow Articles 13, 14 and 15. Teleworkers are to notify their supervisors promptly when they are unable to perform their work due to illness, personal or family reasons, equipment failure or any other circumstances.

### Equipment and expenses

Supplies and copying will be obtained through the OLS office, unless permission is obtained from management.

OLS will provide all Teleworkers with an allowance of forty dollars (\$40.00) per month to compensate the Teleworker for additional costs for appropriate internet access. In addition, OLS will provide and replace where necessary, at management's discretion, the following: computer equipment, printer, desk, chair, chair mat, desk lamp and filing cabinet(s).

Teleworkers should contact OLS to make arrangements to have any provided equipment repaired or replaced.

While OLS provides supplies, teleworkers are responsible for costs of providing and maintaining their telework locations including heat, electricity, and insurance.

In calculating travel expenses (e.g. km claims) the home office will be considered the starting point. However, Partial Teleworkers and Teleworkers may not claim occasional travel to the closest OLS office, unless otherwise agreed for an employee who lives beyond normal commuting distance.

### Workplace Safety and Insurance

Teleworkers are responsible for maintaining telework locations that are safe, secure, ergonomically sound and free from distractions.

Teleworkers are responsible for arranging appropriate insurance coverage (a minimum of \$2,000,000 liability) and providing proof of insurance to OLS.

Teleworkers are not to hold in-person OLS business meetings in their homes unless covered by home insurance.

Teleworkers are covered by the *Workplace Safety and Insurance Act* for all work-related injuries that occur in their designated workspaces during their defined work periods. Workers' Compensation does not apply to non job-related injuries that might occur in the home.

Work related accidents or injuries to Teleworkers incurred in telework locations must be brought to the immediate attention of their supervisors and then reported to the Operations Director. The Teleworker must also obtain the WSIB Form 7 from the Operations Director, and return it promptly completed. OLS reserves the right to investigate any accidents or injuries incurred at Telework locations.

#### *Modifications and/or termination*

- Change of location initiated by OLS:

Since geographic locations of Teleworkers are conditions of employment, any change in work locations beyond 100 kilometers required by OLS must be with mutual consent. If moves are initiated by OLS, notice will be given under Article 20.04 and shall have the right to exercise options under Article 20.05 of the Collective Agreement.

- Change of Partial Teleworker status initiated by OLS:

The Employer must provide one month notice to the affected employee for any permanent change in the regular number of days required to be worked in the office (this shall not apply to a requirement to attend a meeting at the office).

If the Employer requires a Partial Teleworker status of an employee to report to the office full-time, the employee shall receive one (1) month notice.

- Closure of an office and shift to telework:

If an OLS office is closed and an employee that formerly reported to that office as an on-site worker or a Partial Teleworker becomes a Teleworker, this shall not be considered an organizational change or technological change pursuant to Article 20.02.

- Change of location initiated by Teleworker within 100 km:

A teleworker does not require OLS's agreement to move within a 100 km radius. OLS will pay the installation and re-connection costs for internet access for a staff initiated move once every five years.

- Change of location initiated by Teleworker beyond 100 km:

You have three options:

- a) Move, using your new location or leaving your original geographic location, being defined as the "current office", whichever is nearer, as the location for the calculation of km claims, travel expenses, and for calculating compensating time in respect of travel to meetings, client's visits, etc.
- b) Discuss the move in advance with your supervisor, requesting that the geographic location specified on your job description be changed. OLS may agree to change the geographic location of your position, considering such factors as proximity to clients, co-workers, other colleagues, and suppliers and services you use in your work. Such agreement will not be unreasonably withheld. If OLS do not agree to change the geographic location of your position, you may still exercise option a) or c).
- c) Resign from your position:

At the conclusion of telework agreements or immediately upon resignations, retirements or terminations from OLS, teleworkers must return all hardware, software and other OLS equipment or proprietary materials to the OLS office, at OLS' expense.

## **ARTICLE 21 - SENIORITY**

### **21.01 Definitions**

For the purpose of this Collective Agreement "seniority" for full time employees is defined as length of continuous service with the Employer since the employee's last date of hire. Seniority for Part Time employees shall be by number of hours worked exclusive of overtime.

In the event that a Part Time employee is off work due to Pregnancy and / or Parental Leave, Bereavement Leave, or an absence due to a disability resulting in WSIB benefits or injury/illness in excess of fourteen (14) consecutive calendar days, seniority shall continue to accrue. The rate of accumulation shall be based upon the employee's normal weekly hours accrued over the proceeding qualifying thirteen (13) weeks. A qualifying week is a week where the employee is not absent due to vacation, Pregnancy/Parental Leave, WSIB or illness/injury that exceeds fourteen (14) consecutive calendar days.

Should a Part Time employee be the successful applicant to a Permanent Full Time posting, a seniority date crediting Part Time seniority will be established on the employee's transference to Full Time, based on one (1) year equalling one thousand, eight hundred and twenty (1820) hours worked. The reverse calculation will be done for Full Time employees who bid/bump successfully to Regular Part Time Positions.

Employees shall be considered probationary for the first six months of continuous employment (and an equivalent number of hours for Part Time employees) and will have no seniority rights during that period. After satisfactory completion of the appropriate probationary period, an employee's seniority shall date back to the day upon which his/her or her employment began. The probationary period may be extended by mutual agreement of the parties in writing.

### **21.02 Accumulation of seniority**

Seniority of employees shall accumulate under the following conditions:

- a) while at work following the completion of the probationary period;
- b) while on a lay-off so long as such lay-off does not exceed a duration of 12 months;

- c) while on any leave of absence with pay;
- d) while on any leave of absence without pay so long as such leave of absence does not exceed a duration of six months except in the case of pregnancy and/or parental leave when seniority shall accumulate for the duration of the leave;
- e) when absent from work when an employee is prevented from performing his/her work by reason of an injury arising out of  
  
and in the course of his/her employment for the Employer and for which he/she is entitled to loss of earnings benefits under the provisions of the Workplace Safety & Insurance Act or applicable legislation.

**21.03 Temporary assignment outside the Bargaining Unit**

An employee shall be deemed to be covered by this Collective Agreement during any period of temporary assignment outside of the Bargaining Unit. An employee shall maintain seniority while on assignment outside the Bargaining Unit.

**21.04 Posting of seniority list**

The Employer shall post a seniority list within 30 days of the execution of this Collective Agreement. After such posting, such list shall become final except as to any employee who disputes, under the grievance procedure, the accuracy of his/her seniority date within 15 working days after the list is posted. A revised seniority list shall be thereafter posted in January and July of each year.

**21.05 Loss of seniority & termination**

An employee shall lose all seniority and be deemed to have terminated his/her employment with the Employer in any of the following circumstances:

- a) if the employee resigns or quits;
- b) if an employee is absent from work for a period of five working days without notice, unless a reason satisfactory to the Employer is given;
- c) if the employee is discharged for cause and not reinstated through the grievance procedure, including arbitration;
- d) if the employee utilizes a leave of absence for purposes other than that for which the leave of absence was granted or taken;

- e) if an employee is laid off and is notified by the Employer to return to work, and if such employee fails to notify the Employer within three working days of the giving of such notice of his/her intent to return to work and is absent for seven calendar days after the notification to do so by registered mail or other personal communication; and it is agreed that, if an employee fails to notify the Employer of any change of address, the Employer shall not be responsible for the failure of the notice to reach the employee - the notice shall be deemed to have been received by the employee two days after it was sent by registered mail;
- f) if the employee is laid off and not recalled by the Employer within 24 months from date of lay-off;
- g) if the employee retires.

## **ARTICLE 22 - LAY-OFF AND RECALL**

### **22.01 Definition of lay-off**

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

### **22.02 Notice to Union**

It is agreed that once the Employer determines that a lay-off will occur, the Employer will notify the Union. As soon as practical after such notice, the parties shall meet to discuss alternative to lay-offs including the feasibility of implementing early exit programs. Every effort shall be made by both parties to minimize the adverse effects of a lay-off.

### **22.03 Notice to employee**

In case of a lay-off, the Employer shall give employees not less eight (8) weeks' notice of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

### **22.04 Grievances**

Grievances concerning the implementation of the lay-off and recall clauses of this Collective Agreement shall be initiated at Stage 2 of the Grievance Procedure.

## **22.05 Seniority**

Both Parties recognize that the job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their Bargaining-Unit-wide seniority, provided the employee exercising the right is qualified to perform the work of the employee with less seniority.

## **22.06 Displacement rights**

An employee in receipt of a lay-off notice may exercise their right to bump an employee with less seniority who has the least seniority in the classification into which the employee wishes to bump provided that the employee exercising bumping rights meets the qualifications as contained in the job description for the position that the employee is selecting and has the requisite skill, ability and experience to perform the work without training, other than orientation, in accordance with the following:

1. The right to bump does not include the right to bump into a higher rated position.
2. An employee in receipt of a notice of layoff shall meet with the Employer within five (5) working days of receipt of lay-off for the purpose of reviewing available positions in which they may bump into. The Employer shall provide Job Descriptions for any potential position considered.
3. An employee in receipt of a notice of lay-off shall make their selection within ten (10) working days of the completion of the above step.

Any employee transferred because of such lay-off shall have up to twenty (20) working days, exclusive of vacation, in which to prove their ability to perform the duties of this position. Any training during this period shall be provided at the Employer's expense. Each employee shall have one trial period in any one position to prove their ability.

## **22.07 Recall**

Employees shall be recalled in the order of their seniority.

A new employee will not be hired to fill a vacant position if there is a laid off employee who has retained his/her seniority and who is able to fill the vacancy and who is available and meets the minimum qualifications for that position.

**22.08 Severance pay**

Failing an employee exercising or having the ability to exercise a right to bump, the employee will be laid off and will have recall rights for the period set out in paragraph 21.05(f). Employees on lay-off will be considered for all other job postings and the Employer will provide employees on lay-off with a copy of all job postings. Alternatively, an employee who is laid off may elect to receive severance pay on the basis two weeks pay for every year of service – minimum four (4) weeks severance to a maximum of forty-eight (48) weeks. Severance will be pro-rated for partial years of service. An employee electing to receive severance pay shall forfeit his/her right to recall.

**ARTICLE 23 - JOB SHARING**

**23.01 Proposal to job share**

A qualified full-time employee who has attained seniority may propose a job-sharing arrangement, and if agreed to by the Employer, it shall be implemented. The other half of the shared job shall be posted.

**23.02 The departure of one party in arrangement**

Except as otherwise agreed to by the Employer; if one employee of a shared position leaves the arrangement, the remaining member of the arrangement shall assume the position full-time.

**23.03 Consultation on changes to job sharing arrangement**

Without prior consultation with the Union, no position shall be changed to part-time as a result of someone leaving a job share arrangement.

**ARTICLE 24 - HEALTH AND SAFETY**

**24.01 Work and life balance**

The Employer undertakes to:

- Protect the safety and health of its employees when assigning work, covering absence or vacation leave,
- Ensure that there is no unreasonable workload imposed on an employee.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload.

The Employer will ensure that the employees know what is expected of them by providing ongoing performance feedback and collaborate on development objectives through regular supervision.

**24.02 Joint Union/Employer responsibility**

The Union and the Employer shall co-operate in promoting and improving practices in the workplace to provide a safe and healthful environment in which to work. The Union and the Employer agree to work together to implement appropriate remedies and initiate preventive measures in order to reduce or eliminate health hazards and personal injuries in the workplace and to provide safe and healthful working conditions for all employees.

**24.03 Compliance with Occupational Health and Safety Laws**

The Employer and the Union will comply with Occupational Health and Safety Laws. Should there be amendments to Occupational Health and Safety Laws, the parties will meet to discuss such amendments.

**ARTICLE 25 - DURATION AND TERMINATION OF THIS AGREEMENT**

**25.01 Duration**

This Collective Agreement shall be effective from April 1, 2024 and continue in effect until March 31, 2027 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing within 90 days prior to the expiration date that it desires to amend or terminate the Collective Agreement.

**25.02 Extension**

If, pursuant to such negotiations, a Collective Agreement is not reached on the renewal or amendment of this Collective Agreement, or the making of a new Collective Agreement prior to the expiry date, this Collective Agreement shall continue in full force and effect until a new Collective Agreement is signed between the parties or until conciliation proceedings prescribed by law have been completed, whichever date should first occur.

**ARTICLE 26 – AMALGAMATION, REGIONALIZATION, AND MERGER PROTECTION**

- 26.01** In the event the Employer merges or amalgamates with any other body or becomes a new legal entity, the Employer will endeavour to ensure that:
- Employees will be credited with all seniority rights with the new Employer;
  - All service credits relating to vacation with pay, pension benefits and any other benefits will be recognized by the new Employer;
  - All work and services presently performed by members of the Canadian Union of Public Employees will continue to be performed by CUPE members with the new Employer;
  - Preference in locations of employment in the merged organization will be on the basis of existing locations as the primary factor and then seniority.
  - The Canadian Union of Public Employees will be granted voluntary recognition as the Bargaining Agent for all Employees of the new Employer.

**DATED IN ONTARIO THIS 17<sup>th</sup> DAY OF JULY, 2024.**

**ONTARIO LIBRARY SERVICE**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4705**

Melissa D'Onofrio-Jones  
Melissa D'Onofrio-Jones (Jul 17, 2024 12:37 EDT)

Beth Harding  
Beth Harding (Jul 17, 2024 14:54 EDT)

Karen Reis

Brian Alberton  
Brian Alberton (Jul 17, 2024 15:19 EDT)

Steven Kraus  
Steven Kraus (Jul 17, 2024 13:46 EDT)

Jesse Roberts  
Jesse Roberts (Jul 17, 2024 12:19 EDT)

Bryan W Keith

Robin Campagnaro

**SCHEDULE "A"**

**SALARY SCALE - YEARLY  
APRIL 1, 2024 (3.0%)**

	STEPS					BAND POINT
LEVEL	1	2	3	4	5	RANGE
A	42,698.79	44,582.56	46,466.33	48,350.10	50,234.30	201-240
B	49,259.38	51,432.59	53,605.79	55,779.01	57,952.21	241-280
C	55,825.14	58,288.01	60,750.89	63,213.77	65,676.63	281-320
D	62,390.90	65,143.44	67,895.98	70,648.51	73,401.06	321-360
E	68,956.66	71,998.87	75,041.07	78,083.28	81,125.48	361-400
F	75,522.42	78,854.29	82,186.16	85,518.04	88,849.91	401-440
G	82,088.18	85,709.72	89,331.26	92,952.80	96,574.33	441-480
H	88,653.94	92,565.15	96,476.35	100,387.55	104,298.76	481-520

**SALARY SCALE - HOURLY  
APRIL 1, 2024 (3.0%)**

	STEPS					BAND POINT
LEVEL	1	2	3	4	5	RANGE
A	23.4609	24.4959	25.5310	26.5660	27.6013	201-240
B	27.0656	28.2597	29.4537	30.6478	31.8419	241-280
C	30.6732	32.0264	33.3796	34.7328	36.0861	281-320
D	34.2807	35.7931	37.3055	38.8179	40.3303	321-360
E	37.8883	39.5598	41.2314	42.9029	44.5744	361-400
F	41.4958	43.3265	45.1572	46.9879	48.8186	401-440
G	45.1034	47.0933	49.0831	51.0730	53.0628	441-480
H	48.7110	50.8600	53.0090	55.1580	57.3070	481-520

**SALARY SCALE - YEARLY  
APRIL 1, 2025 (2.75%)**

	STEPS					BAND POINT
LEVEL	1	2	3	4	5	RANGE
A	43,873.01	45,808.58	47,744.16	49,679.73	51,615.74	201-240
B	50,614.01	52,846.98	55,079.95	57,312.93	59,545.90	241-280
C	57,360.33	59,890.93	62,421.54	64,952.15	67,482.74	281-320
D	64,106.65	66,934.88	69,763.12	72,591.35	75,419.59	321-360
E	70,852.97	73,978.83	77,104.70	80,230.57	83,356.43	361-400
F	77,599.29	81,022.79	84,446.28	87,869.79	91,293.28	401-440
G	84,345.61	88,066.74	91,787.87	95,509.00	99,230.13	441-480
H	91,091.93	95,110.69	99,129.45	103,148.21	107,166.97	481-520

**SALARY SCALE - HOURLY  
APRIL 1, 2025 (2.75%)**

	STEPS					BAND POINT
LEVEL	1	2	3	4	5	RANGE
A	24.1060	25.1696	26.2331	27.2966	28.3603	201-240
B	27.8099	29.0368	30.2637	31.4906	32.7175	241-280
C	31.5167	32.9071	34.2975	35.6880	37.0784	281-320
D	35.2234	36.7774	38.3314	39.8854	41.4393	321-360
E	38.9302	40.6477	42.3652	44.0827	45.8002	361-400
F	42.6370	44.5180	46.3991	48.2801	50.1611	401-440
G	46.3437	48.3883	50.4329	52.4775	54.5220	441-480
H	50.0505	52.2586	54.4667	56.6748	58.8830	481-520

**SALARY SCALE - YEARLY  
APRIL 1, 2026 (2.5%)**

	STEPS					BAND POINT
LEVEL	1	2	3	4	5	RANGE
A	44,969.83	46,953.80	48,937.76	50,921.72	52,906.14	201-240
B	51,879.36	54,168.16	56,456.95	58,745.75	61,034.54	241-280
C	58,794.34	61,388.21	63,982.07	66,575.95	69,169.81	281-320
D	65,709.32	68,608.26	71,507.20	74,406.13	77,305.08	321-360
E	72,624.29	75,828.31	79,032.32	82,236.33	85,440.34	361-400
F	79,539.27	83,048.36	86,557.44	90,066.53	93,575.61	401-440
G	86,454.25	90,268.41	94,082.56	97,896.73	101,710.88	441-480
H	93,369.22	97,488.45	101,607.69	105,726.91	109,846.15	481-520

**SALARY SCALE - HOURLY  
APRIL 1, 2026 (2.5%)**

	STEPS					BAND POINT
LEVEL	1	2	3	4	5	RANGE
A	24.7087	25.7988	26.8889	27.9790	29.0693	201-240
B	28.5051	29.7627	31.0203	32.2779	33.5355	241-280
C	32.3046	33.7298	35.1550	36.5802	38.0054	281-320
D	36.1040	37.6968	39.2897	40.8825	42.4753	321-360
E	39.9035	41.6639	43.4244	45.1848	46.9452	361-400
F	43.7029	45.6310	47.5590	49.4871	51.4152	401-440
G	47.5023	49.5980	51.6937	53.7894	55.8851	441-480
H	51.3018	53.5651	55.8284	58.0917	60.3550	481-520

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ONTARIO LIBRARY SERVICE**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 4705**

**Re: Accumulated Sick Time**

Employees with more than 210 hours of accumulated sick leave shall be entitled to maintain their sick leave balances as of the date of ratification. No additional sick leave shall accumulate until an employee's balance drops below 210 hours and will not again exceed 210 hours.

ONTARIO LIBRARY SERVICE

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4705

Melissa D'Onofrio-Jones  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**ONTARIO LIBRARY SERVICE**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 4705**

**Re: Conflicting Labour Relations Matters**

From time to time the parties recognize there may be unique situations in which an employee may be requested to perform consulting work that may compromise the employee's Union beliefs. In addition, a client may not feel comfortable in discussing confidential matters related to labour relations with a Bargaining Unit member or the Employer may become aware of one of these situations. An example may be consulting work that could result in a detrimental effect on the client's employees.

In such circumstances;

- 1) It is agreed that if any employee becomes aware of such a circumstance that the employee shall notify the Employer or refer client inquiries and requests in such circumstances to the appropriate Director.
- 2) It is agreed that if the Employer become aware of such a circumstance that the Employer shall notify the Union.
- 3) In circumstances where it is more appropriate for a non Bargaining Unit employee to perform such work it shall not cause any reduction of hours for any Bargaining Unit member.
- 4) If a client has Unionized staff and is in a situation of work stoppage, no Bargaining Unit member shall be required to provide services to such group.
- 5) Employees shall have the right to refuse crossing any picket line, and such refusal shall not be subject to any disciplinary action.

ONTARIO LIBRARY SERVICE

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4705

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