

MEMORANDUM OF AGREEMENT

Between

THE OTTAWA PUBLIC LIBRARY

And

THE OTTAWA CARLETON PUBLIC EMPLOYEES UNION (CUPE),
LOCAL 503, LIBRARY GROUP

RE: Implementation of Radio Frequency Identification (RFID) and Single Service Access Point Delivery Model

WHEREAS the Ottawa Public Library is implementing a new technology "Radio Frequency Identification" (RFID) and is implementing a new service delivery model which entails a single service access point for library patrons; and,

WHEREAS the parties agree that the implementation of RFID and the move to a single service access point within each library branch of the Ottawa Public Library, will likely reduce the number of Circulation Assistant, Circulation Supervisor and Senior Circulation Supervisor positions required in the Ottawa Public Library System; and,

WHEREAS the parties further agree that the job security of the individuals in the above classifications should increase with seniority status; and

WHEREAS the parties further agree that there may be additional opportunities available for employees through either the creation of new Public Service Assistant positions, new Public Service Supervisor positions, new Children's Programs & Public Service Assistant positions and /or the creation of a new job classification to deal with the new service delivery model.

THEREFORE, the parties agree that in order to maximize redeployment opportunities while protecting the employment of those employees in targeted job classifications as much as possible, the following procedure will be implemented:

1. The Employer will establish two employment pools. One pool will be for employees in the Circulation Assistant job classification. The second employment pool will be for employees in the Circulation Supervisor and Senior Circulation Supervisor job classifications. The employment pools will be used to fill any Circulation Assistant, Circulation Supervisor and/or Senior Circulation Supervisor positions which continue to exist in a library branch in which RFID has been implemented. The pools will also be used to fill new and vacant Public Service Assistant, Children's Program & Public Service Assistant, Public Service Supervisor and new job classification positions that may be established as a result of this reorganization, provided they do not require a Masters degree.

2. Prior to the implementation of RFID and/or the new service delivery model at any individual library branch, the Employer will identify the new complement for staffing the branch and communicate the information to the Union in writing, together with information on the old staffing complement at the branch.

Filling of Circulation Assistant and Circulation Supervisor Positions at Converted Branches

3. Prior to staffing the new Borrower Services complement at a converted library branch, the Employer will offer any Circulation Assistant position available at the branch to members of the Circulation Assistant pool. Additionally, the Employer will offer any Circulation Supervisor or Senior Circulation Supervisor positions available to members of the Circulation/ Senior Circulation Supervisor Pool. The Employer will provide the employees in the respective pools with details of the position(s) available including the job status of each position, the schedule associated with each position and the number of hours required per week for each position.
4. Members of each respective pool will have fourteen (14) calendar days to indicate their interest in the position(s). The most senior employee(s) in the respective employment pool who has (have) expressed an interest in the available position(s) will be awarded the position.
5. It is understood that employees with a full-time substantive position may apply through the pool for both full-time and part time positions. Employees with part-time substantive positions may only apply for part-time positions through the pool. Employees who are temporarily placed while waiting for a position through the pool will use the status they held prior to being temporarily placed.
6. Once an employee is placed in a position at a converted library branch, he/she will be removed from the pool and will not be able to bid on any future jobs offered through the pool, unless that branch undergoes additional restructuring as a result of the implementation of RFID / single service delivery model that causes more redundancies in the Circulation Assistant, Circulation Supervisor and/or Senior Circulation Supervisor job classifications. Employees so affected will be returned to the pool.
7. Employees who worked at the library branch prior to it being converted to RFID and who do not secure a job at the converted branch will remain in the pool for future consideration. Such employees will be entitled to their rights under Article 24.

Filling of New and Vacant Positions in the Public Service Assistant (PSA), Children's Programs & Public Service Assistant (CPPSA) and Public Service Supervisor (PSS) positions

8. New or vacant positions at any library branch in the PSA or CPPSA job classifications will be offered first to members in the Circulation Assistant and the Circulation Supervisor pools prior to the positions being posted under Article 11 of the collective agreement. The Employer will provide the employees in the respective pools with details of the position(s) available including the job status of the position(s), the schedule associated with the position(s) and the number of hours required per week for the position(s).

9. New positions or vacant positions at any library branch in the PSS job classification will be offered first to members in the Circulation Supervisor / Senior Circulation Supervisor pool prior to the positions being posted under Article 11 of the collective agreement. The Employer will provide the employees in the pool with details of the position(s) available including the job status of the position(s), the schedule associated with the position(s) and the number of hours required per week for the position(s).
10. Members of each respective pool will have fourteen (14) calendar days to indicate their interest in the position(s). The Employer will fill the position(s) with the most senior employee who has expressed an interest in the position(s) and who is able to meet the normal requirements of the job as determined by a basic assessment.
11. Once an employee within the applicable pool accepts a new or vacant position as described in paragraphs 8 and 9 above he/she will be removed from the pool and will not be able to bid on any future jobs offered through the pool.

Filling of New Job Classification Positions as they Relate to RFID

12. If a new job classification is created that is related to the organizational and technological changes associated with RFID, vacancies will be filled in accordance with paragraphs 8 through 10 above provided the job does not require a Masters degree. If an employee was to experience a drop in pay by taking the new position he/she would be afforded salary protection in accordance with paragraph 13 below.

Salary

13. Notwithstanding Article 24.4, employees who are placed in a lower level position as a result of the organizational changes arising from the implementation of RFID and/or the single service delivery model will have their salary protected at their rate of pay in their substantive redundant position unless the rate of pay of the lower level position is more than two pay grades below. In that circumstance, the employee's rate of pay will be set at the maximum of the pay band two (2) full pay grades above the rate of pay for the position into which the employee is being placed. The Employee will receive half (1/2) of any future negotiated increases until such time as the employee can be slotted into the salary range of the new position.
14. A successful pool candidate who does not meet the stated job qualifications of a job at a higher level than their substantive position but who meets amended or lowered job qualifications will be placed at one pay grade lower than the established pay grade for the job in question unless the employee is already at the pay grade of the higher level position. Placement in the pay band will be based on the promotional formula. Should the employee subsequently meet the stated job qualifications, he/she shall be slotted into the pay band at the step closest to but not less than their existing rate of pay.

Vacated Pool Positions

15. Positions vacated by pool candidates who acquire a permanent position under paragraphs 8 through 12 of this Memorandum of Agreement may be filled on a temporary basis pending the roll-out of RFID at the location of the vacated positions. In instances where more than one employee already in the same job title as the temporary position express interest, the position will be offered in order of seniority.

Trial Period

16. Upon placement into a new position, an employee will be subject to a trial period as defined under Article 11 of the collective agreement. If the employee is not successful in the trial period and his/her substantive position remains available, the employee will be returned to his/her substantive position. If the employee's substantive position is no longer available, the employee will be afforded his/her rights under Article 24.

Access to Page Positions

17. All pool candidates may participate in the Page Lateral Transfer Process without interview/competition and will be given priority for Page positions. Employees must follow the established process to express interest in such work. Should a pool candidate accept a Page position he/she will be taken out of the pool and will not be entitled to salary protection.

Other

18. It is understood that language requirements must be met in the filling of any new or vacant position under this memorandum of agreement.
19. Throughout the process of converting library branches to the RFID / single service delivery model, employees in the targeted job classifications will have the option of converting their seniority points to hours and dropping to casual status.
20. Once RFID and the single service model has been rolled out at all library branches, any employees remaining in the pool will be entitled to their rights under Article 24.

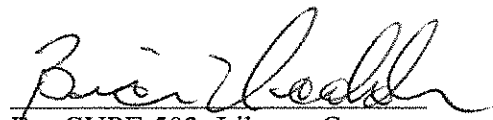
Amendment to Memorandum of Agreement

21. The parties may, from time to time, agree to amend this Memorandum of Agreement to adapt to the changing circumstances of the RFID project and its impact on employees.

Expiry of Memorandum of Agreement

22. This Memorandum of Agreement shall expire following completion of implementation of RFID at the last Library Branch or at earlier date upon mutual agreement of the parties.

Signed in Ottawa, on April 16, 2013


For CUPE 503, Library Group


For the Ottawa Public Library