

**2016/2019
MEMORANDA OF AGREEMENT**

between

The Ottawa Public Library Board

and

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

in affiliation with

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



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MEMORANDUM OF AGREEMENT

Between

THE OTTAWA PUBLIC LIBRARY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LIBRARY GROUP

Re: Contracting Out

1. Notwithstanding Article 22, and in order to provide job security for members of the bargaining unit, the Employer agrees that prior to contracting out any work that would normally fall within the scope of the bargaining unit, it will provide the Union with a meaningful opportunity to suggest alternatives as to how work can be performed by bargaining unit members.
2. The parties agree to work collaboratively on an ongoing basis to seek out opportunities to use staff to deliver more efficient and effective services rather than resorting to contracting out. As such the underlying principles that will guide the parties in their discussions will be to:
 - Reduce the need for contractors;
 - Optimize the use of equipment;
 - Reduce overall costs and,
 - Improve services.
3. Discussions will normally take place at the Union Management Consultation Committee (UMCC).
4. At the first UMCC meeting of each calendar year, the parties will conduct an annual review of existing contracts that are up for renewal in the upcoming year. They will also discuss any anticipated needs for contracting out in the next twelve (12) months.
5. The Employer agrees to provide at the UMCC information available to it that would allow the Union to be in a position to analyze which contracts may provide sufficient operational efficiencies to be considered by the CEO under this memorandum.
6. The Union undertakes that all information disclosed with regards to contracts will be held in the strictest of confidence.
7. The parties will review and report back to the Chief Executive Officer (CEO) any identified opportunities for consideration. This may include the review of existing contracted services for the purpose of exploring the feasibility of bringing these services in-house.

8. If the parties consider that it could be operationally efficient and cost effective to bring a contracted service in-house, a recommendation will be provided to the CEO for consideration.
9. While any joint recommendations arising from those discussions will be provided to the CEO for consideration, the Union also has the right to make its own written submissions as to how work might be completed by bargaining unit members and such submissions shall be given all due consideration by the Employer. The Union shall also have the opportunity to discuss, explain or amend its submissions in response to questions or concerns of the Employer.
10. It is recognized that any final decision to bring a contracted service in-house will be subject to obtaining all necessary approvals including any budgetary approvals from the Library Board.
11. The Union shall be notified of the acceptance or rejection of its submission in writing and, in the case of rejection, shall also be provided with written reasons for the decision.
12. It is further agreed that the parties may explore other opportunities to achieve lower delivery costs and improve services and submit their recommendation to the CEO for consideration.
13. The parties also recognize that they share the responsibility to initiate discussions should the opportunity arise between UMCC meetings.

Signed in Ottawa, on December 7, 2017


For CUPE 503, Library Group


For the Ottawa Public Library

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.

Renewal, signed in Ottawa, on December 7, 2017


For CUPE 503, Library Group


For the Ottawa Public Library

MEMORANDUM OF AGREEMENT

Between

THE OTTAWA PUBLIC LIBRARY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LIBRARY GROUP


Re: Page Opportunity Process

The Parties agree that the following will govern the internal process for Page positions within the Ottawa Public Library.

- a. The Employer and the Union agree to an expedited process to fill Page positions when the Employer has determined that a vacancy will be staffed. Employees who are interested in participating in the process will apply for Page positions using the OPL Page Opportunity Wiki.
- b. Electronic applications will be retained by the Employer for audit and integrity purposes.
- c. In order to fill a Page vacancy, the Employer shall review applicants' updated seniority points and/or total hours worked and determine the most senior employee. It is understood that offers for the vacant position(s) will be made in order of seniority first to permanent eligible employee(s) and then in order of hours worked to casual/temporary employee(s) who have expressed an interest in accepting the position.
- d. The Employer shall email eligible employees who have applied through the OPL Page Opportunity Wiki. Employees shall have seven (7) calendar days in which to provide their response. A non-response from an eligible Page shall indicate non-interest in the position(s) offered.
- e. Employees on probation are not eligible for the Page Opportunity Process during the first six calendar months of their probationary period.
- f. Notwithstanding Article 11.3, full-time employees shall be placed on a trial period for three (3) months. Part-time employees shall be placed on a trial period for two hundred and ten (210) hours. Should the employee find the work suitable and should the Employer find the employee suitable and capable of performing the work of the position, after the trial period the Employer shall confirm the employee in the position. However, should the employee find the work unsuitable or be incapable of performing the work of the position, the employee shall be returned to his/her former position and salary rate.

- g. A list of successful candidates under this memorandum of agreement will be posted on Ozone at the earliest possible date following the required IT configuration.

Signed in Ottawa, on December 7, 2017


For CUPE 503, Library Group


For the Ottawa Public Library

MEMORANDUM OF AGREEMENT

Between

THE OTTAWA PUBLIC LIBRARY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LIBRARY GROUP

Re: Sunday Scheduling

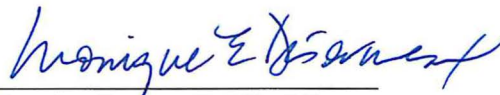
The Parties agree that the following process will be followed when scheduling Sunday shifts.

1. Sunday schedules will be set twice per year.
2. The Employer has the right to designate a minimum number of Sunday shifts to be staffed by regular (permanent) employees at the branch. These shifts will first be offered to qualified regular employees at the branch in order of seniority who have expressed a desire to work the shift. If the minimum number of Sunday shifts to be staffed by regular employees at the branch has not been met, shifts will be filled in reverse order of seniority from among qualified regular employees at the branch who have accepted the fewest Sunday shifts.
3. A subsequent call-out shall be made, simultaneously system-wide to fill any remaining shifts. These shifts shall be offered in order of seniority first to qualified employees who have expressed a desire to work the shift and then in order of hours worked to casual/temporary employees.
4. If Sunday shifts remain unfilled after the call-out, the Employer has the right to require employees to work Sundays based on reverse order of seniority.
5. It is understood that employees have an obligation to not accept shifts that put them into an overtime situation without management approval.
6. All collective agreement provisions shall continue to apply.

Signed in Ottawa, on December 7, 2017



For CUPE 503, Library Group



For the Ottawa Public Library

MEMORANDUM OF AGREEMENT

Between

THE OTTAWA PUBLIC LIBRARY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LIBRARY GROUP

Re: Hours of Work for Part-Time Employees and Full-Time Employees Working Less Than 35 Hours per Week

Whereas the parties recognize that many continuous part-time employees and full-time employees working less than 35 hours seek additional hours and/or full-time work, and

Whereas the Union raised concerns that the start and end times of shorter shifts can make it difficult for part-time employees and full-time employees working less than 35 hours to pick up additional hours, and

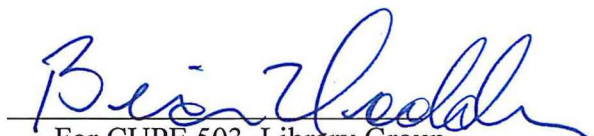
Whereas the parties seek to improve branch schedules to address these concerns,

Therefore, the parties agree to the following:

1. Within sixty (60) days of ratification of this collective agreement the OPL will review vacancies, with a view to bolstering the core hours and extending the length of shifts for continuous part-time employees and full-time employees working less than thirty-five hours per week where operationally feasible.
2. The intent of reviewing vacancies where operationally feasible is to:
 - a) Increase the core hours of part-time employees and full-time employees working less than 35 hours per week.
 - b) Extend the length of shifts available to part-time employees and full-time employees working less than 35 hours per week.
 - c) Convert part-time positions into full-time positions.
3. The process to do this will include the following:
 - a) On a branch-by-branch basis, Managers in consultation with Supervisors shall review all vacant positions in all classifications, with a view to distributing the available hours where operationally feasible in accordance with the statements above. Where operationally feasible, core hours will be increased by utilizing the hours of positions that are not currently being held by an incumbent.

- b) As positions become vacant, and prior to the position being posted, the hours and schedule associated with the position will be reviewed. Where operationally feasible, these hours will be added to the core hours of existing part-time and full-time employees working less than thirty-five hours per week.
- c) No shifts will be longer than seven (7) hours. No employee's core schedule will result in an overtime situation or violate the hours of work provisions of the collective agreement.
- d) No employee will lose core hours through this process unless they agree to the reduction of hours in their schedule.
- e) Hours will be offered in order of seniority to employees within the required job classification as much as is practicable and operationally feasible.
- f) By mutual agreement of both employees, employees in the same job classification and at the same branch who work multiple short shifts shall be allowed to permanently switch with another employee working a short shift in order to extend the length of the shifts worked provided both employees meet the qualifications of the job. Such a switch cannot result in an overtime situation, shall be within the budget envelope, will be operationally feasible, and must be approved by the branch manager. Approval will not be unreasonably denied.
- g) The OPL will also review the start and end times of shifts at library branches and, where feasible, allow for staggering start and end times of shifts at library branches, particularly library branches in the same cluster to allow employees working short shifts to travel to other branches (e.g., 9 or 9:30am start at some branches to allow travel to a branch with a shift starting at 1:30pm).

Signed in Ottawa, on December 7, 2017


For CUPE 503, Library Group


For the Ottawa Public Library