

SOURCE	City		
EFF.	2000	01	01
TERM.	2000	12	31
No. OF EMPLOYEES	1400		
FORMER EMPLOYEES	AH		

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF
THE CITY OF OTTAWA

AND

THE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION
LOCAL 503
in affiliation with
CANADIAN UNION OF PUBLIC EMPLOYEES (C.L.C.)

EFFECTIVE JANUARY 1, 2000 TO DECEMBER 31, 2000

RECEIVED
SEP 14 2000

INDEXED

06963(09)

TABLE OF CONTENTS

ARTICLE PAGE

ARTICLE 1

SCOPE 2

ARTICLE 2

RESPONSIBILITY OF THE EMPLOYER 2

ARTICLE 3

RESPONSIBILITY OF THE UNION 3

ARTICLE 4

HOURS OF WORK 3

- 4.1 Reporting 3
- 4.2 Flexible Working Hours/Week 4
- 4.3 Standard Hours of Work 4

ARTICLE 5

PREMIUMS 10

- 5.1 Overtime 10
- 5.2 On Call 12
- 5.3 Premium Pay 13
- 5.4 Reporting Pay 14

ARTICLE 6

LEAVE 14

- 6.1 Vacation Leave 14
- 6.2 Income Protection Plan 16
- 6.3 Special Leave 18
- 6.4 Bereavement 19
- 6.5 Parental Leave 20
- 6.6 Leave for Collective Bargaining 21
- 6.7 Leave of Absence to Union Members 21
- 6.8 Leave of Absence Without Pay 21
- 6.9 Retirement Leave 22
- 6.10 Armed Forces Summer Camp 22
- 6.11 Statutory Holidays 23
- 6.12 Jury/Witness/Court 23
- 6.13 Time off for Voting 24
- 6.14 Blood Donors 24

ARTICLE 7

WORKPLACE SAFETY AND INSURANCE 24

ARTICLE 8

- 8.1 Superannuation 26

ARTICLE 9

TABLE OF CONTENTS

ARTICLE PAGE

PROBATIONARY PERIOD	27
ARTICLE 10	
SENIORITY	28
ARTICLE 11	
PROMOTIONS & TRANSFERS	29
ARTICLE 12	
LAY OFF AND RECALL	32
ARTICLE 13	
UNION REPRESENTATION	33
ARTICLE 14	
GRIEVANCE PROCEDURE	34
ARTICLE 15	
ARBITRATION PROCEDURE - GRIEVANCES	36
ARTICLE 16	
UNION SECURITY	37
ARTICLE 17	
INSURANCE	37
17.1 Health - Medical	37
17.2 Life Insurance	38
17.3 Long Term Disability Insurance	38
17.4 Dental Insurance Plan	40
ARTICLE 18	
UNION MANAGEMENT ADVISORY COMMITTEE	41
ARTICLE 19	
PERSONNEL FILES	41
19.1 Access	41
19.2 Discipline	41
ARTICLE 20	
SALARIES AND WAGES	41
ARTICLE 21	
OCCUPATIONAL HEALTH & SAFETY	43
ARTICLE 22	
JOB SECURITY RESPECTING CONTRACTING OUT	43

TABLE OF CONTENTS

ARTICLE PAGE

ARTICLE 23

JOB DESCRIPTIONS AND JOB EVALUATION 44

ARTICLE 24

ACTING PAY 44

ARTICLE 25

ORGANIZATIONAL OR TECHNOLOGICAL CHANGES 46

ARTICLE 26

26.1 47
26.2 Legal Protection 48
26.3 Car Parking 48
26.4 Automobile Allowance 48
26.5 Protective Clothing and Footwear 48
26.6 Provision of Metric Tools 49
26.7 Identification Cards 49
26.8 Feminine Gender or Plural 49
26.9 Rights of Unilingual Employees 50

ARTICLE 27

DURATION OF AGREEMENT 50

ARTICLE 28

ARBITRATION RESPECTING AMENDMENTS TO THE AGREEMENT OR TERMS OF A
NEW AGREEMENT 50

APPENDIX 1

EXCLUSIONS FROM SCOPE 53

APPENDIX 2

DEFINITIONS FOR THE PURPOSES OF THIS AGREEMENT 54

APPENDIX 3

NOTES TO PAY 55

APPENDIX 4

REFERENCE: HOURS OF WORK (ARTICLE 4) 56

APPENDIX 5

SCHEDULES OF VEHICLES AND EQUIPMENT 57

APPENDIX 6A

JOB EVALUATION LEVELS 59

APPENDIX 6B

TABLE OF CONTENTS

ARTICLE PAGE

RATES OF PAY 63

APPENDIX 7
73

APPENDIX 8
74

APPENDIX 9
76

APPENDIX 10
77

APPENDIX 11
78

APPENDIX 12
79

APPENDIX 13
80

APPENDIX 14
81

APPENDIX 15
82

APPENDIX 16
83

APPENDIX 17
84

INFORMATION ITEM NO. 1
85

APPENDIX A
TEMPORARY EMPLOYMENT 86

APPENDIX B
PROVISIONS APPLICABLE TO PART-TIME EMPLOYEES 91

COLLECTIVE AGREEMENT

This Agreement made in duplicate this 26th day of November, 1999

- BETWEEN -

THE CORPORATION OF THE CITY OF OTTAWA

(herein called "The Employer")

of the first part

- AND -

THE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION
Local 503
CANADIAN UNION OF PUBLIC EMPLOYEES (C.L.C.)
(formerly THE OTTAWA MUNICIPAL EMPLOYEES UNION)

(herein called "The Union")

of the second part

Whereas it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties.

And whereas it is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and its employees and to this end this Agreement is signed in good faith by the two parties. And whereas this Agreement is designed to set out clearly the rates of pay, hours of work and conditions of employment to be observed by the Employer and the Union.

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1
SCOPE

- 1.1 This Agreement shall apply to all employees of the Employer with the exception of those specified in Appendix 1 of this Agreement.

ARTICLE 2
RESPONSIBILITY OF THE EMPLOYER

- 2.1 The Employer recognizes the Union as the sole collective bargaining agency for all employees coming within the scope of this Agreement.
- 2.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer, or any of its representatives against any employee because of Union Membership, or against any union representative because of Union activity within the provisions of this Collective Agreement.
- 2.3 The Employer agrees that during the life of this Agreement and during the period of negotiation of any revisions to this Agreement, or of a new agreement including the period of arbitration, there shall be no lockout.
- 2.4 The Employer agrees that there shall be no discrimination against any person in the employing or continuing to employ because of race, creed, colour, ancestry, age, sex, marital status, political and religious affiliation, or place of residence.
- 2.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.
- 2.6 The Employer agrees that any public reports or recommendations to be made to the Committee dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the Union Office, prior to the report or recommendation being dealt with by the Committee so as to afford the Union reasonable opportunity to consider them, and if necessary to make its views known to the Committee and City Council. The Employer also agrees to provide the Union with all reports and recommendations to be dealt with by City Council at the same time as they are sent to the members of Council. Should the Union not make its views known prior to the Committee or Council dealing with the report or recommendation, this shall not be construed as concurrence by the Union with the report or recommendation.
- 2.7 The Employer agrees to recognize the Union's Labour Representatives.

ARTICLE 3
RESPONSIBILITY OF THE UNION

- 3.1 The Union agrees that it will not intimidate or coerce employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Employer or on

any work project the Employer may be engaged in.

- 3.3 The Union agrees that during the life of this Agreement and during the period of negotiation of any revision to this Agreement, or of any new agreement including the period of arbitration, there shall be no strike or other cessation of work.
- 3.4 The Union agrees that there shall be no discrimination against any person in the employing or continuing to employ because of race, creed, colour, ancestry, age, sex, marital status, political and religious affiliation, or place of residence.
- 3.5 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.
- 3.6 The Union agrees that it will consider any reports or recommendations to the Council dealing with matters covered by this Agreement or concerning the Union or its members and to express its opinion before the matter is to be dealt with by the Council, when the Union deems it necessary to do so.
- 3.7 The Union recognizes that, subject to the provisions of this Agreement, it is the function of the Employer:
- (i) to maintain order, discipline and efficiency;
 - (ii) to classify positions;
 - (iii) to hire, transfer and promote;
 - (iv) to suspend, discharge or otherwise discipline employees for proper cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in Article 14.

ARTICLE 4 **HOURS OF WORK**

4.1 Reporting

Employees shall report for duty at the place directed by the person in charge and shall go to and from such place on their own time within the limits of the Corporation of the City of Ottawa.

4.2 Flexible Working Hours/Week

- (a) During the life of this Agreement flexible working hours may be introduced in part or in whole provided that:
- (i) The normal daily working hours for all employees except regular shift and part time, fall between the hours 7 a.m. to 7 p.m.
 - (ii) They be consecutive and do not exceed the number of daily working hours provided for in this Agreement. This provision may be altered only by mutual agreement in writing between the Employer and the Union.

- (iii) They be mutually agreed upon between the employees and the Employer.
- (b) A flexible work week may be introduced during the life of this Agreement subject to mutual agreement between the Union and the Employer.

4.3 Standard Hours of Work

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

4.3.1 Office & Administration Staff (APPENDIX 4-1)

A five (5) day week, Monday to Friday, seven (7) hours per day to be worked between the hours of 8:00 a.m. and 5:00 p.m. with one (1) hour for lunch from September to May inclusive and, a five (5) day week, six and one half (6½) hours per day to be worked between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday, with one (1) hour for lunch from June 1 to Friday next before Labour Day inclusive. (See Appendix 13)

4.3.2 Outside Salary Office Day Staff (APPENDIX 4-2)

A five (5) day week, Monday to Friday, 7 hours per day to be worked between the hours of 7 a.m. and 5 p.m. with one hour for lunch from September to May inclusive and a 5 day week, 6 1/2 hours per day, Monday to Friday from June 1 to Friday next before Labour Day.

4.3.3 Salaried Employees - Operational (Appendix 4.3)

A five (5) day week, Monday to Friday, eight (8) hours per day, to be worked between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch from September to May inclusive and a five (5) day week, Monday to Friday, seven and one-half (7½) hours per day to be worked between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch from June 1 to Friday next before Labour Day inclusive.

4.3.4 Special Cases (Appendix 4.4)

- (a) The hours of work shall be arranged by the Head of the Department provided that in no case shall limits of:
 - (i) Between Labour day and May 31st inclusive, eight (8) hours per day and five (5) days per week be exceeded in establishing the normal work week and that two (2) consecutive days off per week be provided.
 - (ii) Between June 1st and the Friday next before Labour Day inclusive, seven and one half (7½) hours per day and five (5) days per week be exceeded in establishing the normal work week, and that two (2) consecutive days off per week be provided.
- (b) Recreation Branch (Program Staff) (Appendix 4-3)
 - (i) Between Labour Day and May 31st inclusive, a five (5) day, forty (40) hour week, eight (8) hours per day which will provide for two (2) consecutive days off.

- (ii) Between June 1st and the Friday next before Labour Day inclusive, a five (5) day, thirty-seven and one-half (37%) hour week, seven and one-half (7%) hours per day, which will provide for two (2) consecutive days off.

The hours of work to be determined by the Commissioner of Community Services.

(c) Recreation Branch - Program Workers/Facility Assistant - Wage

- (i) Between Labour Day and May 31st inclusive, a five (5) day, forty (40) hour week, normally eight (8) hours per day which will provide for two (2) consecutive days off. It is recognized that daily hours may vary from the eight (8) hours set out above but Article 5, Clause 5.1 shall apply only to the extent that the Employment Standards Act provisions are met or eighty (80) hours in a bi-weekly pay period are exceeded or the five (5) days per week are exceeded.

- (ii) Between June 1 and the Friday next before Labour Day, a five (5) day, thirty-seven and one-half (37%) hour week, normally seven and one-half (7%) hours per day which will provide for two (2) consecutive days off. It is recognized that daily hours may vary from the seven and one-half (7%) hours set out above but Article 5, Clause 5.1 shall apply only to the extent that the Employment Standards Act provisions are met or seventy-five (75) hours in a bi-weekly pay period are exceeded or the five (5) days per week are exceeded.

The hours of work to be determined by the Commissioner of Community Services.

4.3.5 Animal Control Officers

A five (5) day week, seven (7) hours per day providing for two (2) consecutive days off with up to a one (1) hour unpaid lunch period from September to May inclusive and a five (5) day week, six and one-half (6%) hours per day providing for two (2) consecutive days off with up to a one (1) hour unpaid lunch period from June 1 to the Friday next before Labour Day.

The hours of starting and finishing of each shift shall be determined by the Head of the Department in consultation with the employees.

This change in the hours of work shall be without reduction in salary.

4.3.6 License Inspectors

An average of thirty-five (35) hours per week from the Saturday before Labour Day to the end of May inclusive with a one (1) hour unpaid lunch period and an average of thirty-two and one-half (32%) hours per week from June 1 to the Friday next before Labour Day with a one-half (1/2) hour unpaid lunch period on a four (4) to six (6) week cycle as the case may be.

The rotating shift shall be defined as a period of seven (7) hours or six and one-half (6 1/2) hours per day as the case may be, part of an eighteen (18) hour operation.

The hours of starting and finishing each shift shall be determined by the Head of the Department in consultation with the employees.

Alternate arrangements in relation to the length of the cycle may be made by mutual agreement between the Employer and the Union.

4.3.7 Parking Control Officers

An average of thirty-seven and one-half (37½) hours per week from the Saturday before Labour Day to the end of May inclusive with a one (1) hour unpaid lunch period and an average of thirty-five (35) hours per week from June 1 to the Friday next before Labour Day with a one-half (½) hour unpaid lunch period on a four (4) to six (6) week cycle as the case may be.

The rotating shift shall be defined as a period of seven and one-half (7½) hours or seven (7) hours per day as the case may be, part of a twenty-four (24) hour operation during the overnight parking ban period in the winter months and an eighteen (18) hour operation at all other times.

The hours of starting and finishing of each shift shall be determined by the Head of the Department in consultation with the employees.

4.3.8 Parking Division - Operational Staff

Between Labour Day and May 31st inclusive, a five (5) day week, Monday to Friday, eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch. From June 1st to the Friday next before Labour Day, a five (5) day week, Monday to Friday, seven and one-half (7½) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch. It is recognized that Saturday may be scheduled by the Employer as a regular working day, part of the five (5) day week, providing the two (2) days off per week are scheduled consecutively (see Section 5.3.5).

4.3.9 Market Staff

- (i) Between Labour Day and May 31st inclusive, a five (5) day week, Monday to Friday, eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch. From June 1st to the Friday next before Labour Day, a five (5) day week, Monday to Friday, seven and one-half (7½) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch. It is recognized that Saturday may be scheduled by the Employer as a regular working day, part of the five (5) day week, providing the two (2) days off per week are scheduled consecutively (see Section 5.3.5).
- (ii) Effective October 2, 1991, between Labour Day and May 31st inclusive, a five (5) day week, eight (8) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch, with two (2) consecutive days off per week. From June 1st to the Friday next before Labour Day, a five (5) day week, seven and one-half (7½) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch, with two (2) consecutive days off per week.

4.3.10 Wage Staff

Between Labour Day and May 31st inclusive, a five (5) day week, Monday to Friday, eight (8)

hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch. From June 1st to the Friday next before Labour Day, a five (5) day week, Monday to Friday, seven and one-half (7½) hours per day between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch. It is recognized that Saturday may be scheduled by the Employer as a regular working day, part of the five (5) day week, providing the two (2) days off per week are scheduled consecutively (see Section 5.3.5).

4.3.11 Regular (permanent) Shift Employees

Between Labour Day and May 31st inclusive, a five (5) day week, Monday to Friday, eight (8) hours per day with normally a one (1) hour lunch period. From June 1st to the Friday next before Labour Day, a five (5) day week, Monday to Friday, seven and one-half (7½) hours per day, with normally a one (1) hour lunch period. It is recognized that Saturday may be scheduled by the Employer as a regular working day, part of the five (5) day week, providing the two (2) days off per week are scheduled consecutively (see Section 5.3.5).

A regular shift shall be defined as part of a twenty-four (24) or sixteen (16) hour operation and not part of the twenty-four (24) hour rotating shift schedule.

4.3.12 Rotating Shift Employees

Between Labour Day and May 31st inclusive, an average of forty (40) hours per week on a four (4) or six (6) week cycle as the case may be. Between June 1st and the Friday next before Labour Day inclusive, an average of thirty-seven and one-half (37½) hours per week on a four (4) to six (6) week cycle as the case may be. Rotating shifts shall be defined as a period of eight (8) hours or seven and one-half (7½) hours, part of a twenty-four (24) hour operation. The hours of starting and finishing of each shift shall be determined by the Head of the Department in consultation with the employees. Normally, an employee on a rotating shift will alternate through day, afternoon and night shifts as laid down in the Shift Schedule. Alternate arrangements in relation to the length of the cycle may be made by mutual agreement between the Employer and the Union.

4.3.13 Employees Engaged in Snow Removal Operations

(a) Day Shift

The standard work week for the day shift (6:00 a.m. to 4:00 p.m.) shall be a five (5) day week, eight (8) hours per day, with a maximum of one (1) hour for lunch, commencing Monday at 6:00 a.m. and continuing until Friday at 4:00 p.m.

(b) Night Shift

The standard week for the night shift (9:00 p.m. to 6:00 a.m.) shall be a five (5) day week, eight (8) hours per day, with a maximum of one (1) hour for lunch, commencing Sunday at 9:00 p.m. and continuing until Friday at 6:00 a.m. This shift shall be entitled to a 7% premium for all hours worked.

4.3.14 Spreader Operator Shifts

(a) Day Shift

The standard work week for the day shift (6:00 a.m. to 2:00 p.m.) shall be a five (5) day week, eight (8) hours per day, commencing Monday at 6:00 a.m. and continuing until Friday at 2:00 p.m.

(b) Afternoon Shift

The standard work week for the afternoon shift (2:00 p.m. to 10:00 p.m.) shall be a five (5) day week, eight (8) hours per day, commencing Monday at 2:00 p.m. and continuing until Friday at 10:00 p.m.

(c) Night Shift

The standard work week for the night shift (10:00 p.m. to 6:00 a.m.) shall be a five (5) day week, eight (8) hours per day commencing Sunday at 10:00 p.m. and continuing until Friday at 6:00 a.m. This shift shall be entitled to a 7% premium for all hours worked.

4.3.15 Computer Operation

- (a) The operation of the computer shall be on a three shift basis, 8 a.m. - 4 p.m., 4 p.m. - midnight, midnight - 8 a.m., or such modification of this Agreement as may be agreed upon between the Union and the City Treasurer.
- (b) Shift employees who may be required actually to work up to 8 hours on their shift shall be compensated for the hours over 6½ in the non-summer months or 6 hours in the summer by payment in accordance with Article 5.1.2.
- (c) The hourly rate will be calculated by dividing the annual salary by 261 x 6 1/2.
- (d) When an employee is employed on the afternoon shift (4p.m. - midnight) he will be compensated by having his daily rate including the overtime increased by 5%. Employees on the late shift (midnight - 8 a.m.) will be compensated by having their daily earnings including overtime increased by 10%.
- (e) The posted shift shall be a minimum of one week duration. Should an employee's shift be changed for any reason before the completion of the week, the employee will continue to receive the differential rate until the end of his regular posted shift.
- (f) In the event an employee's shift is changed, there shall be a minimum of 8 hours rest period from the end of one shift until the beginning of the next shift.

4.3.16 Lunch Period

Lunch time, as specified in this Article, is outside the limitation of the hours to be worked as imposed in the sections and is not paid time.

- 4.3.17 (a) The parties to this Agreement recognize that the Employer may be required to alter the

hours of work in relation to various operations and if such is the case, the provisions of Article 5 shall apply.

- (b) Where the Employer wishes to introduce a new shift operation, which shall require the starting and quitting times to be other than those specified in the Collective Agreement, the Employer will notify and discuss the new shifts with the Union.

4.3.18 Lansdowne Park Administration

It is recognized that staggered working hours are necessary, varying the starting and quitting times within the park to meet the requirements of providing services and that it is agreed where staff is required to work for foreseeable events outside the normal working hours as defined in this Article such staggered working hours shall be mutually agreed upon by the General Manager and the employees. However, no employee shall refuse to work staggered hours when requested to do so. All re-scheduled work which is to be performed on Saturday or Sunday or in which the majority of the hours worked falls between 7 p.m. and 7 a.m. shall be subject to premiums as set out in Article 5.

4.3.19 Daily working hours referred to in this Article are to be worked consecutively.

4.3.20 Alterations To Standard Hours of Work

During the term of the Collective Agreement, should the Employer wish to amend specific standard hours of work, the Employer shall discuss the matter in detail with the Union. The Parties to the Agreement shall meet with the employees affected on the Employer's time (at a mutually agreeable time) to explain the proposal. After the explanation, the Employer's representatives shall leave and the Union shall be given the opportunity to meet with the members for purposes of discussion and to conduct a secret ballot. Provided that more than 50% of the employees affected agree, the standard hours of work shall be amended on a trial basis until the end of the term of the Collective Agreement.

"Employees affected" shall be defined as those employees directly affected in the work unit who are members of the bargaining unit.

The Union and the Employer may jointly agree to end the trial on some other mutually agreeable date.

ARTICLE 5
PREMIUMS

5.1 Overtime

- 5.1.1 (a) No employee shall work Overtime unless authorized by the Head of the Department or a person delegated by the Head. Overtime shall be defined as time worked before or after a normal work day or normal work week as well as time worked in excess of the normal hours of work.
- (b) No employee shall be required to work in excess of sixteen (16) hours in any

twenty-four (24) hour period, or to exceed thirty-two (32) Overtime hours in any bi-weekly pay period. It is recognized, however, that the limitation of thirty-two (32) Overtime hours may be exceeded in those situations where it is deemed that an emergency exists which requires the employee to exceed the Overtime limit.

5.1.2 Salaried Employees

All salaried employees who are called upon to work Overtime hours shall be paid as follows:

Any hours worked as Overtime hours (defined in 5.1.1 (a)), shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

5.1.3 Wage Employees

All wage employees who are required to work Overtime hours (as defined in 5.1.1 (a)) shall be paid for such hours at the rate of one and one-half (1 1/2) times their regular hourly rate of pay.

5.1.4 Any employee, (salaried or wage) receiving a premium who works Overtime shall be paid at a rate of one and one-half times (1 1/2) the total of his normal rate and his premium.

5.1.5 Any employee, (salaried or wage), who is required to work on a statutory holiday shall be paid one day's pay at his regular rate for the statutory holiday, and for such hours as he works, at time and one half.

5.1.6 A regular forty (40) hour shift employee whose day off falls on a statutory holiday shall receive an additional eight (8) hours pay while the employee who is working shall receive two and one-half (2%)times the regular rate of pay.

5.1.7 Time Off In Lieu of Overtime

(a) All employees may, between January 1 and January 15 or between July 1 and July 15 in any year, elect to bank Overtime to a maximum in that year of one hundred and twelve and one-half (1 1/2) hours straight time (75 hours worked at time and one-half) for the purpose of having time off in lieu of Overtime. Overtime will be paid in accordance with the Overtime provisions if the employee has not elected time off in lieu. Requests to bank Overtime hours must be made to the employee's immediate supervisor and must be dated and signed.

(b) Overtime hours which are banked for the purpose of time off in lieu as per 5.1.7 (a), are to be recorded and disposed of in the following manner:

(i) Each Overtime hour banked will be recorded as one and one-half (1 1/2) straight time hours;

(ii) Time off in lieu of Overtime is subject to a maximum of one hundred and twelve and one-half (1 1/2) straight time hours per calendar year;

Such time off shall be at a mutually agreeable time and such requests for time off shall not be unreasonably withheld;

- (iii) Recorded time off in lieu of Overtime not used in the calendar year in which it was earned shall, at the employee's request:
 - (1) Be carried over into the following year, or
 - (2) Be paid for at the employee's official hourly rate. The official hourly rate for wage employees shall be the rate paid for each job performed.
- (iv) Should the employee choose to carry these Overtime hours into the following year, the employee shall only be entitled to bank sufficient further hours to provide time off to a maximum of one hundred and twelve and one-half (1 12%) straight time hours in the new calendar year.

5.2 On Call

- 5.2.1 On call pay shall be defined as pay received by an employee as a result of the employee being available on a stand-by basis outside of the employee's normal working hours.

The period of On Call shall be construed as being from 5 p.m. to 7 a.m. the following morning. On Saturday the period of On Call shall be 7 a.m. Saturday to 7 a.m. Sunday, and on Sunday the period of On Call shall be from 7 a.m. Sunday to 7 a.m. Monday. In the case of a statutory holiday or declared holiday the period of On Call shall be as on Sunday, that is from 7 a.m. of the morning of the holiday until 7 a.m. on the following day.

- 5.2.2 Any employee placed On Call from Monday through Friday shall be entitled to receive two hours pay at straight time rates for each period of On Call and if called shall be paid at time and one-half (1½) his regular rate plus any shift bonus applicable. The minimum payment for any call out shall be one hour in terms of the pay to be received.
- 5.2.3 An employee placed On Call on Saturday or Sunday shall be entitled to receive three hours pay at straight time rates for the period of On Call. This arrangement will also apply in the case of statutory holidays. If the employee is called he shall be entitled to receive payment for the hours worked at the rate of time and one-half (1½) his rate, including any shift or other premium. The minimum payment shall be for one hour in terms of the pay to be received.
- 5.2.4 All employees whose names are posted On Call shall be paid the On Call rates. The rate for a salaried employee shall be calculated as in Section 5.1.2 or 5.1.3 (whichever is applicable). An employee who is called and works but whose name has not been posted, shall receive the On Call pay as though his name had been posted.

5.3 Premium Pay

5.3.1 Rotating Shift Employees

Any employee of the rotating shift schedule required to work on a rotating shift basis, will receive a premium of 7% of the regular rate of pay for his classification for all shifts.

- 5.3.2 Rotating shift employees who are granted their request that they not rotate through day, afternoon and night shifts shall not receive the 7% premium.

- 5.3.3 Premium for Hours Worked Between 7 p.m. and 7 a.m.

(Other than Computer Operations) _____

Where the Employer requires any employee to work hours other than what has been defined under Hours of Work, the employee shall be paid the 7% premium for all regular hours worked provided that 50% or more of those regular hours fall between 7 p.m. and 7 a.m.

5.3.4 Regular (Permanent) Shift Employees
(Other than Snow Removal Operations)

Employees who are granted their request that they not work the shift as requested by the Employer, shall not receive the 7% premium.

5.3.5 (a) Work on Saturday and Sunday
(Other than Lansdowne Park)

All hours which fall within an employee's regular work hours or work week which fall on Saturday and/or Sunday shall be subject to a 7% premium.

(b) Work on Saturday and Sunday
(Lansdowne Park Administration)

(i) All hours which fall within an employee's regular work hours or work week which are worked on Saturday shall be subject to a 7% premium.

(ii) All hours which fall within an employee's regular work hour or work week which are worked on Sunday shall be subject to a premium of time and one half (1 1/2) the employee's hourly rate and the employee shall not be entitled to a 7% premium for such hours. However, when such hours are subject to the payment set out in Clause 5.3.6 (b) (i) the employee shall only receive the four hour short notice payment and a premium of 7% for all regular hours worked.

5.3.6 (a) Posting of Shift

The Employer agrees that, where possible, a schedule reflecting the changed hours of work for any employee shall:

(i) Be posted at least one week (5 working days), prior to the commencement of the shift;

(ii) Be five (5) consecutive days, Monday through Friday. Monday through Friday for this purpose shall be defined as Monday commencing at 7 a.m. and finishing on Saturday at 7 a.m.

(b) Change to Posted Shift

(i) Where an employee's shift has been changed and the notice of change of shift is less than one week, the Employer shall pay four (4) hours at straight time rates of the employee's regular salary in lieu of notice.

(ii) An employee required to work a changed shift or who is ordered by the Employer to return to his regular day shift shall, for the balance of that week,

receive or continue to receive 7% premium pay.

5.4 Reporting Pay

- 5.4.1 In the event of an employee reporting for work in the ordinary course of his employment and not being able to perform his regular work because of inclement weather, he shall be provided with work to the end of the half shift or pay in lieu thereof.

ARTICLE 6 **LEAVE**

6.1 Vacation Leave

6.1.1 Salaried Employees

Vacation Leave shall be earned and granted to all employees at the following rates:

- (a) Two (2) weeks per year, which is earned at a rate of five-sixths (**5/6**) working days for each completed month of continuous service, if the employee has completed less than one (1) year of continuous employment.
- (b) Three (3) weeks per year, which is earned at the rate of one and one quarter (1 1/4) working days for each completed month of continuous service, if the employee has Completed one (1) but less than eight (8) years of continuous employment.
- (c) Four (4) weeks per year, which is earned at the rate of one and two thirds (1 2/3) working days for each completed month of continuous service, if the employee has completed eight (8) but less than eighteen (18) years of continuous employment.
- (d) Five (5) weeks per year which is earned at the rate of two and one-twelfth (2 1/12) working days for each completed month of continuous service if the employee has completed eighteen (18) but less than twenty-four (24) years of continuous employment.
- (e) Six (6) weeks per year, which is earned at the rate of two and one half (2½) working days for each completed month of continuous service if the employee has completed twenty-four (24) or more years of continuous employment.
- (f) An employee, upon completion of his/her thirtieth (30th) year of service shall receive a bonus of one (1) week of vacation leave in addition to his/her normal entitlement set-out in Article 6, clause 6.1.1(e). It is understood that this additional one (1) week of vacation leave is only provided in the employee's thirtieth year and it is not available to the employee in any subsequent year(s) of service.
- (g) An employee earns but is not entitled to receive vacation leave with pay during his probationary period.
- (h) After the first year of continuous employment an employee may be granted vacation leave in excess of the earned credits to the extent of credits that would accumulate to the end of that year.

- (i) Vacation leave shall be taken at a time mutually agreed upon by the employee and his department.
- (j) If, in any year the Employer has been unable to grant all of the vacation leave earned by the employee in that year, the unused portion of vacation leave shall be carried over into the following year.
- (k) Subject to (l) below, employees are not permitted to carry over more vacation leave into the following year than the number of days of leave earned by them in that year.
- (l) Employees who have more than one year's vacation leave entitlement to their credit must obtain written authorization by September 15th of each year, from the Head of their Department, to carry over their excess leave to the following year. If the Department Head denies the carry over of the excess into the following year, requests for the use of such excess between September 15th and December 31st of that year shall not be unreasonably denied. Should the employee not arrange the use of this excess vacation leave by September 30th, the Department Head may schedule its use. Should the Department Head not be able to allow the use of this excess between September 15th and December 31st the employee shall carry this excess leave over into the following year.
- (m) If an employee has taken more leave than he has earned at the time when the employee's services are terminated for a reason other than lay-off or death, the salary overpayment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer.
- (n) When the employment of an employee terminates for any reason and the employee has earned, but, unused vacation leave, the employee or the estate of the deceased employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment. When any employee retires, he shall be deemed to have earned vacation leave for the full year in which he retires.

6.1.2 Wage Employees

- (a) Wage employees shall be granted the same leave with full pay as set out for salaried employees in Section 6.1.1.
- (b) A weekly pay for wage employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour but shall not include any Overtime rates. Employees not completing their probationary period are entitled to 4% vacation pay.

6.2 Income Protection Plan

- 6.2.1 (a) All employees who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule:

	Full Salary	66 2/3% Salary
<u>Length of Service</u>	<u>(Weeks)</u>	<u>(Weeks)</u>

Less than 3 months	0		0
3 months but less than 6 months	0	17	
6 months but less than 1 year	1		16
1 year but less than 2 years	2		15
2 years but less than 3 years	3		14
3 years but less than 4 years	4		13
4 years but less than 5 years	5		12
5 years but less than 6 years	7		10
6 years but less than 7 years	9		8
7 years but less than 8 years	11		6
8 years but less than 9 years	13		4
9 years but less than 10 years	15		2
10 years and over	17		0

- (b) An employee's entitlement to any particular level of benefit in accordance with the schedule set out in (a) above shall be based on his/her length of service with the Employer and commencing January 1, 1982, shall be updated every six (6) months.
- (c) Occurrence of Statutory or Declared Holidays during an employee's absence on Income Protection Plan shall not reduce an employee's number of days of I.P.P. eligibility.
- (d) Employees who are entitled to leave of absence on account of non-occupational illness or injury may obtain it on production of satisfactory application, through the Head of their Department to the Commissioner of Corporate Services. Each employee who is absent for a period of more than four (4) consecutive working days shall file with the application a satisfactory certificate from a qualified, medical practitioner. A diagnosis shall not be required on such medical certificates. Each employee shall be allowed, if qualified, to apply for this leave of up to four (4) consecutive working days without a doctor's certificate provided that the total number of such uncertified days in any calendar year shall not exceed eight (8) days.
- (e) Employees, including employees absent as a result of an industrial accident, will be required to produce any medical certificate necessary within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every twenty (20) days thereafter, unless the Commissioner of Corporate Services is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.
- (f) If it should appear to the Commissioner of Corporate Services that any employee is making too frequent application for this leave, or that the correctness of a certificate is questionable, the matter shall be referred to the Medical Officer for investigation and report.

6.2.2 Concurrent with the introduction of the new Income Protection Plan there will be no further accumulation of sick leave credits and the sick leave program shall be discontinued. Employees who had sick leave credits at the date of the discontinuance of the former cumulative sick leave plan may utilize those credits in the following manner:

- (a) An employee may use these credits to top up the 2/3's salary portion of the Income Protection Plan to full salary. This topping up shall be on the basis of one third of a day credit for each day topped up.
- (b) On termination, an employee who has five (5) or more years of continuous employment

shall be entitled to a pay out equal to the product obtained by multiplying one-half (1/2) the number of days of unused credits on termination of employment by the employee's daily rate of pay to a maximum of one hundred and thirty (130) days' pay.

- (c) On termination of employment by reason of death or retirement, an employee or the estate of the employee shall be entitled to a pay out equal to the product obtained by multiplying twice the number of days of unused credits on termination of employment by the employee's daily rate of pay divided by two (2) to a maximum of one hundred and thirty (130) days' pay.
- (d) Should an employee use less than ten (10) uncertified days in a year (under the new Plan), the employee will be allowed to increase the number of credits the employee had at the date of discontinuance of the former cumulative sick leave plan by the difference between ten (10) days and the number of uncertified days actually used.
- (e) At the employee's option, the following payment methods are available to any employee who is entitled to a pay out.
 - (i) A lump sum payment at the time of termination or retirement, or
 - (ii) Conversion to an individual income averaging annuity, or
 - (iii) Deposit into a Registered Retirement Savings Plan.

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

- (f) It is understood that Article 6.2.2 will not apply to employees hired on or after the date of implementation of the new Income Protection Plan (Salary August 3, 1979; Wage August 9, 1979).
- (g) Concurrent with the introduction of and to ensure the proper operation of the new Income Protection Plan, it is agreed to set up a joint committee to co-ordinate the introduction of this Plan. The Committee shall make recommendations to the Parties for the resolution of problems which may arise from time to time. The Committee shall be comprised of two representatives of the Union and two from the Employer. Should there be a dispute in the Committee which cannot be resolved the matter in dispute may be referred to Arbitration.

6.2.3 The President of the Union may request that the Employer give special consideration to an employee in a situation where income protection is not available.

6.2.4 (a) In the case of an unrelated claim the potential seventeen (17) week period of Income Protection shall be reinstated provided an employee has returned to active employment and has completed one (1) tour of duty.

- (b) In the case of a claim which is related to a previous claim the potential seventeen (17) week period of Income Protection shall be reinstated provided thirty (30) days have elapsed from the cessation of the previous claim and the commencement of the related claim.

- (c) It is understood that the applicable number of weeks of 100% salary protection shall only be available once in any calendar year.

6.3 Special Leave

Special leave is a provision which is designed to enable an employee to be absent from employment with full pay for the following reasons:

- (i)
 - (1) Professional appointments such as medical, dental, legal, optical and parent/teacher interviews;
 - (2) professional appointments for the employee and/or his or her child, and/or his/her aging parent, such as medical, dental, legal, optical and parent/teacher interviews;
- (ii) The unexpected or sudden illness of the employee's spouse or child, and/or his/her aging parent, which prevents the employee from reporting to duty;
- (iii) Emergency situations which prevent the employee from reporting to duty.

Special leave is to be utilized solely for the purposes as specified in (i), (ii) and (iii) above, and may be taken in quarter, half or full days or in increments of one hour or one-half hour.

To qualify for special leave the employee must have:

- (a) completed the probationary period as specified in this Agreement,
- (b) notified his department at least 48 hours in advance of the date and required time off.

In the event of an emergency situation (b) above shall be waived.

Special leave is limited to a maximum of four (4) days per annum, noncumulative, and may be taken in quarter, half or full days. Time required in excess of one (1) day may be extended by the Head of the employee's Department.

Application beyond the one day will be considered on an individual basis and authorization shall be solely at the discretion of the Employer.

Employees who have taken special leave may be required to produce satisfactory evidence.

6.4 Bereavement

6.4.1 Bereavement Leave

The Employer shall grant leave of absence with full pay to any employee as follows:

- (i) Four (4) working days for death of mother, father (or person standing in loco parentis), spouse, children, brothers, sisters.
- (ii) Three (3) working days for death of father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren, grandparents.

For the purposes of definition, brother-in-law and sister-in-law shall be the brother or sister of the employee's spouse or the spouse of the employee's brother or sister.

Grandparent is to be defined as the father or mother of the employee's father or mother.

- (iii) The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when part or all of an employee's entitlement may be requested and shall be granted at a later date in order to attend to matters related to the bereavement.

6.4.2 Quarantine

The time shall be designated by the Medical Officer of Health.

- 6.4.3 In special cases when an extension of leave under Article 6.4 may be required application shall be made to the Commissioner of Corporate Services.

6.5 **Parental Leave**

- (a) An employee who has completed thirteen weeks of service with the Employer, upon written request to the Department Head, shall be granted parental leave of absence without pay for a period of up to six (6) months. This leave shall only be used for adoption or birth of an employee's child. An employee may request to have this leave extended for up to a further six (6) months and such a request will not be unreasonably denied.
- (b) (i) Female
Female employees shall be entitled to receive a 'topping-up' of UIC benefits to ninety-three percent (93%) of normal salary to a maximum of twenty-five (25) weeks of such leave.
- (ii) Male
Male employees shall be entitled to receive a 'topping-up' of UIC benefits to ninety-three percent (93%) of normal salary to a maximum of ten (10) weeks of such leave.
- (c) It is understood and agreed that an employee is not entitled to Income Protection Plan benefits while on such leave.
- (d) While on Parental Leave of Absence without pay and/or while in receipt of the Unemployment Insurance Top-up:
- (i) the employee shall accumulate seniority,
(ii) the employee's increment date shall remain unchanged,
(iii) the employee's benefits, as set out below, shall be maintained, provided the employee makes the necessary arrangements to pay his/her share (if any) of the premium costs:
- O.H.I.P.
 - Extended Health Care
 - Semi Private Hospitalization

- Life Insurance
- Dental Insurance

- (e) The employee shall be entitled to return to his/her job upon the completion of this Parental Leave, in the same manner as provided by the Employment Standards Act for a woman on maternity leave under this legislation.

6.6 Leave for Collective Bargaining

The Employer shall grant Leave of Absence with pay to a maximum of three (3) employees elected or appointed by the membership to represent the Union in negotiations with the Employer as set out in Article 27 Duration of Agreement; or, at such other times as may be required, initiated or authorized by the Commissioner of Corporate Services.

6.7 Leave of Absence to Union Members

- (a) Leave to attend Union Conventions

The Employer shall grant Leave of Absence with pay to union delegates to the following:

Canadian Labour Congress;
 Canadian Union of Public Employees;
 Ontario Division of C.U.P.E.;
 Ontario Federation of Labour.

The Union will attempt to notify the Department Head of each delegate at least twenty (20) days prior to the date that delegates will be leaving to attend the Convention. A copy of this notification will be provided by the Union to the Human Resources Branch.

- (b) Leave for Union Business

The Employer shall grant reasonable leaves of absence with pay to representatives of the Union from within the bargaining unit elected or appointed by the membership to a maximum total of two hundred and ten (210) working days in a calendar year. Individual use of such leave shall be capped at 30 days and applications for such leave shall be submitted in a businesslike and timely fashion. The individual cap may be exceeded at the discretion of the Employer upon application from the President. This leave relates solely to the affairs of the Union. Leave to attend at grievance hearings will not be included in the above-mentioned totals.

- (c) Reimbursement By The Union

The Union shall reimburse the Employer for the costs of such absences as set forth in subsections (a) and (b) above.

6.8 Leave of Absence Without Pay

- (a) Salaried and wage employees who desire leave of absence without pay shall make application to the Head of the employee's Department.

- (b) Under special circumstances, one employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated may apply to the Employer for leave of absence without loss of seniority, and while the granting of such leave and its duration are at the sole discretion of the Employer, such leave will not be unreasonably withheld.
- (c) Except where otherwise provided, when an employee is on authorized leave of absence without pay in excess of twenty (20) consecutive working days, the employee's seniority date, increment date, and all benefits enjoyed by the employee immediately prior to the commencement of such leave of absence without pay, shall be suspended. When the employee returns to full time employment with pay, the employee's seniority date, increment date, and the benefits, shall resume at the level at which they were when he absented himself, recognizing any negotiated changes.

It is understood that arrangements may be made between the employee and the Employer for continuation of the insured benefits while on such leave of absence without pay.

6.9 Retirement Leave

- (a) The effective date of retirement of an employee is the first day of the month following the month in which the employee has reached retirement age.
- (b) Female employees in the employ of the Employer prior to the 1st day of September 1962 shall have the option of retiring on the anniversary of their sixtieth birthday or anytime thereafter up to their sixty-fifth birthday. The retirement age for all employees employed on or after the 1st day of September 1962, shall be sixty-five years.
- (c) An employee who is entitled to a Terminal Allowance in accordance with the provisions of Clause 6.2.2(c) may apply to the Policy, Priorities and Budgeting Committee for permission to advance the last day of active employment prior to the effective date of retirement by the number of days of Terminal Allowance to which the employee is entitled and these days shall be called Retirement Leave.
- (d) The retiring employee's position shall be considered vacated on the effective date of retirement or on the date the employee starts retirement leave.

6.10 Armed Forces Summer Camp

For those employees hired prior to September 2, 1987, the Employer shall grant one week's holiday with pay to any salaried employee who has completed one year of service and to any wage employee who has worked 244 days during a period of 52 weeks to enable the employee to attend Reserve Armed Forces Summer Camp on the production of required evidence from military authorities that the employee will be attending same. This provision is in addition to any vacation leave as set forth in Clause 6.1

6.11 Statutory Holidays

The following days shall be statutory and declared holidays:

NEW YEAR'S DAY

LABOUR DAY

GOOD FRIDAY
EASTER MONDAY
VICTORIA DAY
DOMINION DAY
CIVIC HOLIDAY (August)

THANKSGIVING DAY
REMEMBRANCE DAY
CHRISTMAS DAY
BOXING DAY

In addition to those set out in the preceding sub-paragraph, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario shall be a statutory holiday.

Salaried employees who have worked the day previous to and the day subsequent to the above-mentioned holidays, and those on authorized leave with pay or authorized leave of absence without pay of less than 5 days duration shall be entitled to the above-mentioned statutory holidays with no reduction in their normal pay.

Wage employees after five (5) consecutive working days service shall receive the same holidays and be governed by the same regulations as above.

Any holiday falling on a Saturday or Sunday shall be celebrated on the following Monday.

When Christmas and Boxing Day fall on Saturday and Sunday, or when Christmas falls on Sunday, Christmas and Boxing Day shall be celebrated on the following Monday and Tuesday.

Payment shall be calculated on the basis of the employee's rate excluding overtime, on the last day worked prior to the holiday. If an employee is to receive a salary increment on the day of the holiday, payment shall be calculated on the basis of his rate including salary increment.

6.12 Jury/Witness/Court

6.12.1 Jury and Witness Duty Leave

An employee who is called upon to

- (i) serve on a jury or
- (ii) attend as a witness by subpoena or summons or by providing proof satisfactory to the Employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized to compel the attendance of witnesses before it or any person or body of persons authorized by law to compel the attendance of witnesses before it shall be allowed leave of absence with full pay.

6.12.2 Court Duty

An employee on authorized vacation leave who is required to testify or is subpoenaed as a witness to give evidence on behalf of the Employer shall have his vacation leave entitlement restored for the period of time required to attend court or any legal proceeding and will, in addition for the hours so required to attend, receive twice his regular or normal salary.

6.13 Time off for Voting

- (a) Every employee who is a qualified elector in a municipal or provincial election shall, for the purpose of casting his vote on an election day, be excused from his regular duties for a period sufficient to allow him three (3) consecutive hours immediately prior to the closing of the polls.
- (b) Every employee who is a qualified elector under the Canada Election Act shall, for the purpose of casting his vote on an election day, be excused from his regular duties for a period sufficient to allow him four (4) consecutive hours immediately prior to the closing of the polls.
- (c) The above shall not apply if the employee works on any shift that provides an equal number of hours to vote as set out above, on the employee's own time.

6.14 Blood Donors

The Employer agrees to allow the necessary time off with no loss of pay to employees who are called upon to donate blood to the Red Cross Blood Bank.

ARTICLE 7 **WORKPLACE SAFETY AND INSURANCE**

- 7.1 Every employee who is absent from duty as a result of personal illness or injury arising from his employment within the meaning of the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act, will be provided with medical care and treatment as provided in the Act and shall comply with Section 6.2.1.(e) of this Agreement.
- 7.2 Every employee who is absent from duty as a result of personal illness or injury arising out of and in the course of his employment (within the meaning of the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act) and, who has not completed the probationary period as provided for in this Agreement, shall receive compensation from the Employer to the level provided under the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act effective from the date of disability. Where a claim has been disallowed by the Workplace Safety and Insurance Board and the predecessor Worker's Compensation Board all payments made by the Employer will be recovered from the employee's Income Protection Plan. In the event a probationary employee is not entitled to benefits under the Income Protection Plan or the probationary employee has insufficient coverage under the Income Protection Plan, the Employer shall recover any resulting over-payments from future earnings paid to the employee.
- 7.3 In addition, every employee who has completed the probationary period, and who suffers a personal injury arising out of and in the course of employment (within the meaning of the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act) shall be entitled to the following:
 - (a) Payment of salary or earnings by the Employer to the maximum allowable under the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act and the Employer will also pay to the employee, where applicable, the difference between the maximum allowable under the Act and the actual amount equal to 75% of the employee's salary or regular wage.

(b) In addition, the Employer will pay on behalf of the employee, the total payment or premium for the following plans:

- (i) pension;
- (ii) medical plans as specified in the Agreement;
- (iii) life insurance;
- (iv) long term disability;
- (v) dental insurance.

provided that in any calendar month the employee is absent 5 or more working days.

(c) When the employee returns to full and regular duties, the employee shall be returned to a position equal to the one which was held prior to the compensable injury and the benefits specified in (a) and (b) above shall cease. When the employee is able to return to modified duties, the benefits specified in (a) and (b) above shall cease.

7.4 Should any employee be off work in excess of three (3) consecutive months without any regular pay for work done, the employee shall not accumulate leave credits for this period of time.

7.5 In the event that an employee is able to return to light or modified duties as determined by the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario, the Employer shall attempt to provide such work and the employee shall continue to receive the hourly rate of pay or bi-weekly salary the employee was receiving prior to the date of the accident.

7.6 Any employee who returns to modified or light duties shall be assessed on an on-going basis by the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario. In the event such assessments determine that the employee is able to return to full and regular duties, 7.3 (c) above shall apply. In the event the employee's condition is assessed as deteriorating, the Employer shall provide rehabilitation as recommended by the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario for employment with the Employer or other employers. In this case, the Employer will make a reasonable effort to offer the employee on-going alternate employment. In any case, when the employee returns to light or modified duties, the Employer shall be guided by the assessment of the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario.

7.7 The Union recognizes that reassignment of a permanently partially disabled employee to alternate employment, may necessitate a change of classification and pay.

7.8 It is recognized that where the employee has been reassigned or offered, and accepts alternate employment with the Employer, the employee shall be entitled to any lump sum payment or permanent award payable as determined by the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario, and such payments will not reduce the wage or salary the employee will be receiving.

7.9 No employee shall have his employment terminated until, all benefits, which are standing to the employee's credit at the time the assessment is made, are paid to the employee.

7.10 In the event that Workplace Safety and Insurance and the predecessor Worker's compensation should become taxed as normal income, the Employer and the Union agree that the employee

receiving Workplace Safety and Insurance and the predecessor Worker's Compensation shall not receive less than his normal salary or wage. The details of such rearrangement shall be negotiated between the Union and the Employer at the time of such change in the legislation.

ARTICLE 8

8.1 Superannuation

- (a) (i) Salaried and wage employees hired prior to July 1, 1965, who were enrolled in the City of Ottawa Superannuation Fund (C.O.S.F.) shall have their superannuation governed by the By-laws of that Fund.
 - (ii) In the case of salaried employees, Recreation Program Workers and Recreation Facility Assistants hired after July 1, 1965 their superannuation shall be governed by the Ontario Municipal Employee's Retirement System (O.M.E.R.S.).
 - (iii) Any wage employee (save and except Recreation Program Workers and Recreation Facility Assistants) who has completed 122 days during a period of 26 consecutive weeks shall have his or her superannuation governed by the Ontario Municipal Employee's Retirement System (O.M.E.R.S.). Upon the completion of this waiting period, any wage employee may opt to buy back service for this waiting period, and the Employer shall pay the normal contributions plus interest as assessed by O.M.E.R.S. for that period with the employee paying his normal contributions plus interest as assessed by O.M.E.R.S. for that period.
- (b) (i) The Council of the City of Ottawa agrees not to make any unilateral amendments to the City of Ottawa Superannuation Fund commonly referred to as By-law 7200.
 - (ii) The Employer agrees that it will not make any unilateral revisions to the provision of benefits under the Ontario Municipal Employee's Retirement System. Any changes or revisions shall only be made with the concurrence of the Union.
 - (iii) The Employer agrees not to make any unilateral amendments to the O.M.E.R.S. Disability By-law known as By-law 273-73.

8.2 It is agreed that any general conditions of employment presently in force, and applicable to members of the bargaining unit, which are not specifically mentioned in this Agreement and are not contrary as to its intent, shall continue in force and effect, and be deemed to form part of this Agreement.

ARTICLE 9 PROBATIONARY PERIOD

9.1 New employees shall be on a probationary period normally not exceeding six (6) consecutive calendar months and no disputes concerning the termination with proper cause of such

employees shall be considered under the Grievance or Arbitration Procedures as outlined in this Agreement.

9.2 The Employer, may with the approval of the Union, extend the probationary period as specified above for an additional three (3) months but, in all cases, the request and confirmation must be made in writing.

9.3 (i) Salaried Employees

For the purpose of this section, six (6) consecutive calendar months shall be defined as being employed without a break in service for which an employee receives pay except where an employee requests and is granted leave of absence without pay for a period not exceeding one calendar month.

(ii) Wage Employees

For the purpose of this section six (6) calendar months shall be defined as having received pay for at least 122 days in any 130 consecutive working day period.

9.4 Recreation Program Workers/Recreation Facility Assistants

New Recreation Program Workers and Recreation Facility Assistants hired after September 2, 1987 shall serve a probationary period of nine hundred and seventy-six (976) accumulative paid hours, which shall be completed within one anniversary year. Recreation Program Workers and Recreation Facility Assistants hired prior to September 2, 1987 shall be on a probationary period for six (6) accumulative months or eight hundred and fifty (850) hours, whichever shall first occur within one (1) year of commencing employment with the Corporation of the City of Ottawa as a Recreation Program Worker or Recreation Facility Assistant.

ARTICLE 10 SENIORITY

10.1 Seniority, as referred to in this Agreement, shall mean the length of continuous service of an employee within the Bargaining Unit.

10.2 Seniority shall commence from the first day of continuous employment provided that the employee has completed the probationary period.

10.3 Seniority shall accumulate under the following circumstances:

- (a) when the employee is on the active payroll of the Employer;
- (b) when the employee is off the payroll due to an authorized lay off of not more than six (6) months;
- (c) when the employee is off the payroll due to an accident and when the employee is receiving compensation under the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act, and when the employee has not accepted employment with another employer;
- (d) when the employee is off the payroll on any leave of absence authorized by the

Employer and/or under the provisions of this Agreement, except in those situations covered by 6.8 (c).

- 10.4 In addition to 10.3 (b), an employee shall retain his/her seniority when he/she is off the payroll due to lay-off exceeding six (6) months but not more than twelve (12) months.
- 10.5 An employee shall lose his seniority when he/she:
- (a) voluntarily resigns or leaves the employment of the Employer or is absent from work without authorization for a period in excess of five working days, in which case it shall be deemed to be a voluntary termination;
 - (b) is discharged and not reinstated;
 - (c) is off the payroll for a continuous period of more than twelve (12) months as a result of a lay off;
 - (d) fails to report to work within three working days after having been notified of a recall to work following a lay off unless the employee has a reason acceptable to the Employer;
 - (e) fails to return to work upon termination of authorized leave of absence unless the employee has a reason acceptable to the Employer, such failure shall be considered as a voluntary termination.
- 10.6 In the event an employee, covered by this Agreement, is transferred to a position outside the scope of this Agreement and at a later period, returns to a position within the scope of this Agreement, the employee shall retain the seniority which the employee held at the time of transfer but shall not accumulate any additional seniority for the period during which the employee held a position outside the scope of this Collective Agreement.
- 10.7 Seniority Lists
- (a) The Employer shall provide the Union with monthly seniority lists in seniority order detailing the employees' names, Departments and seniority dates:
 - (b) At all times the Employer shall supply sufficient copies for posting in appropriate work places.
 - (c) Copies of all lay-off notices shall be sent to the Union and shall contain the following information: the employee's name, address, social insurance number, commencement of service (i.e., seniority date) and classification and department.

ARTICLE 11 **PROMOTIONS & TRANSFERS**

11.1

11.1.1 SALARIED POSITIONS - including Wage Foreman/woman & Sub-foreman/woman

- (a) All vacancies and new positions within the Bargaining Unit (except temporary positions

as described in Appendix 'A', lasting less than six months), and the positions of Sub-Foreman/Forewoman and Foreman/Forewoman in the Wage Schedule shall be posted for a period of not less than five working days throughout the Employer's premises.

- (b) Appointment shall be made of the applicant having the greatest seniority and the required qualifications, academic or otherwise for the position available, and in the case of a tradesman/woman, demonstrated ability to carry out the work of the Employer and competence in the trade. It is understood that the Employer has a right to establish the qualifications for the required vacancy or new position. These qualifications shall be those that are actually required to perform the normal functions of the position. The employee's absenteeism, past record and ability to perform the work of the Employer, shall be considered. Should the successful candidate be from within the bargaining unit, such selection where possible shall be made within four weeks from the initial date of posting.

- (c) Salaried positions; and Caretakers, in Senior Citizen's Portfolio of City of Ottawa Non-profit Housing Corporation

A successful applicant from the bargaining unit shall be placed on trial for a period of three months. The purpose of the trial is so that the employee can ascertain whether the work of the position is suitable to him/her and so that the Employer can determine if the employee is suitable and capable of performing the work of the position. While on such trial the employee shall receive the salary to which an employee is entitled on promotion in accordance with the Salary Administration Policy. As well, should the employee be confirmed in the position, this trial period will not delay the employee's increment. Should the employee find the work suitable and should the Employer find the employee suitable and capable of performing the work of the position, after three months, the Employer shall confirm the employee in the position. However, should the employee find the work unsuitable and/or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be returned to his/her former position and salary or wage rate. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position and salary or wage rate.

It is understood that "suitable" and "unsuitable" above refers to performance of work.

11.1.2 Wage Positions - Above Group #1 and Below Level of Sub-Foreman/Woman

- (a) Qualified Candidates' List

- (i) The Qualified Candidates' List shall be used for the selection of employees for all vacancies continuing for twenty (20) or more working days. The list shall set out for each job above Group 1 and below the level of Sub-foreman the names of the qualified employees in the department in order of their seniority. Each employee shall have entered on his/her file an inventory of their skills. The Qualified Candidates' List and Skills Inventory shall be amended each time an employee's qualifications change at the time they change. Employees who have performed the work of a job for a major part of a season or who have completed the appropriate Employer sponsored training or who can show they are capable of performing the job shall be considered qualified;

- (ii) A dispute concerning an employee's qualifications may be grieved in accordance with Article 14;
- (iii) The Union and the Departmental Shop Steward shall be supplied with copies of the Qualified Candidates' List and the revisions at the time they are amended. Copies of these shall also be posted in work locations.

(b) Selection Procedure

- (i) From the Qualified Candidates' List and the Skills Inventory, all vacancies and new positions lasting twenty (20) or more working days which are above Group 1 and below the level of Sub-foreman, shall be filled by the most senior qualified employee as set out in the Qualified Candidates' List. In the event such senior employee refuses in writing the opportunity for the promotion, the employee shall not lose his/her position on the Qualified Candidates' List, and the next most senior employee on the Qualified Candidates' List shall be given the opportunity. The names of employees appointed in this manner shall be posted with a copy to the Union;
- (ii) If a position has to be filled for less than twenty (20) working days, the most senior qualified person on the Qualified Candidates' List from within that work unit shall be assigned to the job, and afterward shall be returned to the position he/she held at the time of the assignment or an equivalent position within the work unit, and shall continue in the ranking held in the Qualified Candidates' List.

(c) Selection when No Candidates Eligible from Qualified Candidates List

In the event the Employer cannot fill a Wage vacancy or new position from the Qualified Candidates List, and the position is to continue in excess of twenty (20) working days, the position shall be posted for a period not less than five (5) working days throughout the Employer's premises. Appointment shall be made of the applicant with the greatest seniority, and the required qualifications in accordance with Clause 11.3. Should the successful candidate be from within the bargaining unit, such selection where possible shall be made within four (4) weeks from the initial date of posting.

(d) Training of Employees

Employees shall be trained on equipment and provided with on-the-job training in accordance with their seniority providing they have the capability, with a view to the needs of the Employer at that time, and such training shall be on the Employer's time. The Employer, where possible, shall attempt to train present employees for vacancies or new jobs which open up before recruiting from outside of the bargaining unit. Employees who desire such training may make application through the Department of Human Resources in writing. A reply, in writing, shall be given to such request.

11.1.3 Positions Which Meet the Criteria in Appendix 11

- (a) Appointment shall be made of the applicant who meets the required qualifications at a standard determined by the Employer for the position. Such standard shall not be established in an arbitrary or discriminatory manner. In the event that two or more

applicants meet the standard, the most senior of these applicants shall be appointed.

- (b) Qualifications must be those actually required to perform the normal functions of the job and shall consist of the following:
 - (i) Education
 - (ii) Experience
 - (iii) Knowledge
 - (iv) Ability
 - (v) Demonstrated Developmental ability.
 - (c) The standard required by the Employer shall be determined in advance of the competition. Such information will be provided to the Union upon request.
 - (d) The determination of the points received by each employee may be made through an interview or testing process or other procedure as determined by the Employer.
 - (e) All employees in any competition shall be treated in a just and equitable manner.
 - (f) Posting of qualifications as per 11.3.
- 11.2 The Employer shall notify unsuccessful inservice candidates of or, post the name of successful inservice candidates in all competitions.
- 11.3 All job vacancy notices shall contain the following information: Job title, qualifications, required knowledge and education, skills, shift, salary range or wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.

ARTICLE 12 **LAY OFF AND RECALL**

- 12.1 For the purpose of this Article, a layoff shall be defined as a temporary cessation of work because of lack of work, during which the employee is not paid and instituted by the Employer.
- 12.2 Any employee being laid off, who has standing to his credit an entitlement to vacation leave or time off in lieu of overtime may elect to take either during the period of layoff but his recall to work shall be governed by the regulations set forth in this section.
- 12.3 The Employer will notify employees one week prior to a layoff provided that the employee has completed his probationary period. An employee who has not completed the probationary period, will not be entitled to notice of layoff under the terms of this Agreement.
- 12.4 No new employee will be hired until those employees who have been laid off have been given an opportunity of re-employment subject to the conditions of recall set forth in this Agreement.
- 12.5 **SENIORITY RIGHTS - LAYOFF AND RECALL**
- 12.5.1 In the event of a layoff, an employee shall be given the opportunity to revert to a classification equal to or less than the classification he held prior to the layoff. In the wage schedule, a classification shall be equal to or less than another classification if the hourly rates of pay are equal or less than those paid in the other classification.

12.5.2 (a) Salary Positions

The exercising of seniority rights in the event of a layoff shall be on a Bargaining Unit wide basis.

(b) Wage Positions

In the event of a layoff, the employees may exercise their seniority rights on a Bargaining Unit wide basis.

12.5.3 If the employee fails to exercise his seniority rights as outlined in 12.5.1 or 12.5.2, he shall be subject to recall in the classification he held prior to the layoff.

12.5.4 The classification of a wage employee (except foreman and sub-foreman) for the purpose of seniority shall be the highest classification which the employee has occupied for more than 5 consecutive days in the two pay periods immediately preceding the layoff or recall.

12.6 Layoffs and recalls to work following such layoffs shall be in accordance with seniority provided that the employee has the required knowledge and ability to perform the work available.

12.7 It is the responsibility of every employee to notify the Employer promptly of any change of address or telephone number. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall to reach the employee.

12.8 Should employees exercise their seniority in accordance with 12.5.1 and 12.5.2 above, it is understood that the employee must be qualified to do the work of the "new" position. It is recognized that there may be a period of familiarization.

12.9 Recreation Program Workers and Recreation Facility Assistants

Program Workers and Facility Assistants may exercise their bumping rights only if the lay-off period exceeds the normal lay-off period in that year for that position. In no case shall a normal lay-off in a year exceed four (4) weeks.

12.10 Should the employer close some or all operations between Boxing Day and New Year's Day of any given year, it is understood that employees shall not be entitled to exercise their seniority rights to bump for this period. Affected employees may elect to use any accumulated vacation or time off in lieu credits.

ARTICLE 13
UNION REPRESENTATION

13.1 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize as steward any employee appointed by the Union, who has acquired at least one year of seniority under the terms of this Agreement, and the Union shall notify the Employer in writing of the names of such stewards at the time of their appointment. The Employer shall not be required to recognize any stewards until it has been so notified.

- 13.2 (a) The Union recognizes that each steward is employed full time by the Employer and that he will not leave his work during working hours to perform his duties as a steward except in accordance with this Collective Agreement.
- (b) No steward shall leave his work to perform his duties as a steward without obtaining the permission of his immediate supervisor. Permission shall be given within an hour unless an emergency situation requires the employee to continue his work for the Employer, in which case the steward shall be permitted to immediately contact the Union office.
- (c) When requesting permission to leave his work during working hours to perform his duties as a steward, the steward shall indicate the anticipated time of return and should it be necessary to revise the time of return, he shall notify his immediate supervisor. The steward shall report to his immediate supervisor upon his return to work.
- (d) The Union recognizes that a steward shall not use such time away from his work except to perform his duties as a steward.
- 13.3 Generally speaking, there shall be one steward appointed for every 75 employees.
- 13.4 An employee shall have the right to have a Union Representative or Steward present at any discussion with management, security, or supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview any employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or Union Representative to be present at the interview. The Employer may suspend the employee with pay, pending the interview, in an emergency.

ARTICLE 14
GRIEV PROCEDURE

- (a) For the purposes of this Agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between an employee and the Employer or the Union and the Employer.
- (b) The parties to this Agreement share a desire to adjust employee complaints as quickly as possible. An employee shall discuss his/her complaint with his/her immediate supervisor within 5 days of the occurrence giving rise to the complaint so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.
- (c) It is agreed that an employee shall not file a grievance until he/she has discussed his complaint with his/her supervisor in accordance with paragraph (b).
- (d) When an employee has presented his/her complaint to his/her supervisor and the complaint has not been resolved to his/her satisfaction within three (3) days of the meeting, he/she may file a grievance with the Union Grievance Committee. The grievance must be signed and dated by the employee within fifteen (15) days of the day on which he/she was notified or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt by him/her of his/her supervisor's reply to his/her complaint, whichever shall last occur.

- (e) Where an employee has filed a grievance with the Union Grievance Committee, the Union may, within ten (10) days from the date thereof, present the grievance to the employee's Department Head, or designate. The Department Head or designate shall meet with the grievor and the Union representative within five (5) days from the day on which it was presented and shall, within five (5) days from the meeting, render his/her decision in writing.
- (f) If the Department Head or designate
 - (i) fails to meet the grievor and the Union representative, or
 - (ii) fails to render his/her decision to the grievor and the Union representative within the times prescribed in paragraph (e), or
 - (iii) the decision is not acceptable to the grievor and the Union representative,the Union Grievance Committee may forward a copy of the grievance to the Commissioner of Corporate Services within fifteen (15) days from the day on which the grievance was presented to the Department Head or designate.
- (g) The Commissioner of Corporate Services or his/her designate shall within seven (7) days after the service of the copy of the grievance upon him/her, meet with the Union Grievance Committee and the Department Head or designate of the employee's department, and shall within five (5) days after the meeting with the Union Grievance Committee, notify the said Committee in writing of his/her decision with regard to the grievance.
- (h) In the event that the decision of the Commissioner of Corporate Services is not acceptable to the Union Grievance Committee, the Committee may notify the Commissioner of Corporate Services within ten (10) days of the receipt by it of the decision of the Commissioner of Corporate Services that it desires to submit the grievance to arbitration for final disposition in accordance with the procedure for Arbitration of Grievances contained in this Agreement.
- (i) In the event that the Commissioner of Corporate Services is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the Commissioner of Corporate Services may notify the Chairman of the Union Grievance Committee within ten (10) days of the receipt by the Commissioner of Corporate Services of the decision of the Chairman of the Union Grievance Committee that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with the procedure for Arbitration of Grievances contained in this Agreement.
- (j) Where the grievance relates to the discharge of an employee, the grievance procedure shall start with the Commissioner of Corporate Services in accordance with the provisions of paragraph (g).
- (k) Where the grievance is initiated by either the Union or by the Employer, the procedure shall start with the Commissioner of Corporate Services in accordance with the provisions of paragraph (g).
- (l) At any stage in the grievance procedure an employee may be present and shall be represented by the Union in the presentation of a complaint or grievance.

- (m) The time limits expressed in this Article are working days and may be extended by mutual agreement between the Union and the Commissioner of Corporate Services. In each case, a request to extend the time limits must be in writing stating the reasons for the request. The Commissioner of Corporate Services or the Union shall reply in writing.

ARTICLE 15
ARBITRATION PROCEDURE - GRIEVANCES

- 15.1 Any dispute or grievance concerning the interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which having passed through the grievance procedure outlined in the previous Article still remains unresolved, may be submitted to arbitration. Either party to the Agreement desirous of exercising this provision shall give notice of intention to the other party and at the same time appoint its member to the Board of Arbitration. The other party shall, within a period of seven(7) days, appoint its member to the Board of Arbitration. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chairman of the Board.

If, within ten (10) days, the two members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chairman. The decision of the Board of Arbitration shall be final and binding on both parties to the Agreement as well as upon the employee or employees involved in the dispute. The Board of Arbitration shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision, nor to render any decision inconsistent with the terms and content of this Agreement.

- 15.2 Each party shall bear the expenses of its own arbitrator and shall bear equally the expense of the Chairman and all other expenses of the arbitration.
- 15.3 In the case of an employee who has been found to be unjustly suspended or discharged, he shall be reinstated and have all rights and benefits restored.
- 15.4 Nevertheless, in any situation where the Board of Arbitration determines that there is cause for discipline, suspension, or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

ARTICLE 16
UNION SECURITY

- 16.1 The Employer shall deduct from the pay cheque of present members of the Union and all future employees represented by the Union, all normal dues chargeable by the Union and shall remit the same to the Treasurer of the Union bi-weekly. "Normal dues" shall not include entrance fees or special assessments levied by the Union.
- 16.2 The Employer shall supply the Union with an alphabetical order part-time and full-time dues check-off list on a bi-weekly basis and the list shall include the following information: Name, Address, Social Insurance Number (or other employee identifier), seniority date, classification (as soon as possible) and dues paid.

The Employer agrees to provide the Union, on an annual basis, the number of part-time and full-time male and female employees in the bargaining unit.

ARTICLE 17
INSURANCE

17.1 Health - Medical

(a) Health Plan - Ontario Residents

The Employer shall pay 100% of the cost to each employee for membership in the following plans:

- (i) Ontario Health Insurance Plan;
- (ii) Blue Cross Plan (Supplementary for Hospital Care);
- (iii) Blue Cross Extended Plan;

Note: The Extended Health Care Plan provides payments to registered clinical psychologists of up to \$50.00 for the first visit, \$25.00 per hour for subsequent visits to a maximum of \$300.00 per claimant during a benefit year.

- (iv) Vision Care Plan

Note: The amount payable under this plan is \$300.00 net per claimant in any period of twenty-four (24) consecutive months.

or any plan substituted therefore under the Ontario Health Insurance Plan of the Province of Ontario. Salaried employees shall be eligible for such payment after the completion of six months of continuous service. Wage employees shall be eligible after the completion of 122 days in any six month period. Recreation Program Workers and Recreation Facility Assistants shall be insured after the completion of the probationary period; effective August 5, 1987.

The cost of membership shall be computed on the basis of providing coverage in Health and Medical Plans for the employee and for the dependents of a married employee.

An employee who retires and is in receipt of a non-actuarially-reduced pension shall be entitled to the benefits of clause 17.1 (a), (ii) (iii) and (iv) until age 65 and the costs shall be borne by the Employer.

(b) Payment of OHIP Premiums to Quebec Residents

Subject to Appendix 9, the Employer shall provide a payment equal to that of OHIP premiums to employees who reside in the Province of Quebec. The payment will be an amount equal to what would have been paid by the Employer had the Quebec resident lived in Ontario during the previous year. In the case where a married couple is engaged by the Employer, one payment equal to the OHIP dependant coverage will be made annually.

Employees who make their residence in the Province of Quebec must inform their

Employer immediately of any change of residence and in the year following their change of residence must apply to the Employer in writing requesting re-imburement, as provided in this section, indicating total period of residence. Employees who fail to notify the Employer of their change of address, and for which the Employer has continued to pay the Ontario OHIP, shall not be entitled for the period for which the Employer has continued to pay into the Ontario plan.

17.2 Life Insurance

- (a) The Group Life Insurance shall be at a level of \$80,000. per employee. The Employer shall pay 75% of the cost of membership in the Group Life Insurance Plan.
- (b) Salaried employees shall be insured after the completion of six (6) months of continuous service. Wage employees shall be insured after the completion of 122 days in any six (6) month period. Recreation Program Workers and Recreation Facility Assistants shall be insured after the completion of the probationary period; effective August 5, 1987.

17.3 Long Term Disability Insurance

- (a) The Employer shall pay the full premium cost for coverage by a Long Term Disability Plan which provides the following:
 - (i) Effective January 1, 1992, seventy-five percent (75%) of the employee's gross salary or wage earned on the date immediately prior to the disability (to a maximum of \$3,500. of benefit per month). It is understood that the benefits received by an employee under this plan are taxable in accordance with Revenue Canada regulations. Employees who have established a date of disability prior to November 18, 1992 shall have their LTDI benefits covered by the plan in effect at that time, (that plan is 66 2/3% of the employee's gross salary or wage earned on the date immediately prior to the disability (to a maximum of \$3,000. of benefit per month).
 - (ii) Employees shall be eligible for benefits after 17 weeks of continuous disability provided their application for benefits has been accepted by the Insurer.
 - (iii) The Long Term Disability benefits will be increased annually to the CPI Index to a maximum of 4%.
 - (iv) While the claimant is in receipt of Long Term Disability benefits, the Employer agrees to pay 100% of the premium costs of the following benefits:
 - a) Group Life Insurance
 - b) O.H.I.P.
 - c) Semi-Private Hospitalization
 - d) Extended Health Care
 - e) Dental Insurance
- (b) "Totally Disabled" shall mean for the Qualifying Period and the first 24 months immediately

following the Qualifying Period, the employee is wholly and continuously disabled by illness or accidental bodily injury which prevents the employee from performing any and every duty of his/her own occupation. Thereafter, "Totally Disabled" shall mean the employee is unable to perform any and every duty of any occupation for which he/she is reasonably fitted by education, training or experience.

- (c) An employee's position may be declared vacant, even though the employee may be receiving Long Term Disability benefits, after the expiry of a 130 day period from the initial date of the disability.
- (d) Should a disabled person who has been on L.T.D. benefits wish to return to work the Employer will endeavour to secure suitable employment consistent with the applicant's education, qualifications, training and health and the Employer's needs at the time.
- (e) Eligibility for enrollment shall be:
 - (i) Salaried employees:
After six (6) months of continuous service.
 - (ii) Wage employees:
After the completion of 122 days in any six (6) month period.
 - (iii) Recreation Program Workers and Recreation Facility Assistants:
After completion of the probationary period.
- (f) Effective October 2, 1991, employees in receipt of L.T.D.I. for more than fifteen (15) consecutive months shall not accumulate further vacation leave credits beyond their entitlement during those fifteen (15) months, while they continue on L.T.D.I.

17.4 Dental Insurance Plan

- (a) The Employer shall provide a dental plan equivalent to the Basic Blue Cross Plan No. 7 and Riders 1, 2, 3 and 4 and pay 75% of the premium cost of this plan.
- (b)
 - (i) Effective May 6, 1999, the Employer shall ensure coverage to the 1997 O.D.A. schedule of fees.
 - (ii) Effective November 1, 2000, the Employer shall ensure coverage to the 1998 O.D.A. schedule of fees.
 - (iii) Coverage for regular dental check-ups and teeth cleaning will be limited to once every 6 months for children up to the age of 18 years and once every 9 months for all persons over the age of 18.
 - (iv) Coverage will include:
 - Rider 2 equivalent - dentures and partials covered to 80% of Schedule with a \$1,000. annual maximum per claimant.

Rider 3 equivalent - orthodontics covered to 50% of Schedule with a \$1,000. annual maximum and a \$3,000. lifetime maximum per claimant.

Rider 4 equivalent - major restorative - crowns and bridges covered to 50% of schedule with a \$1,000. annual maximum per claimant and a \$3,000. lifetime maximum.

- (c) Eligibility for enrollment shall be:
- (i) Salaried employees:
After six (6) months of continuous service.
 - (ii) Wage employees:
After the completion of 122 days in any six (6) month period.
 - (iii) Recreation Program Workers and Recreation Facility Assistants:
After the completion of the probationary period.

17.5 During the period that an employee is a member of the plan or plans introduced as aforesaid, the Employer shall deduct from the employee's pay the employee's share of the cost of such plans.

ARTICLE 18 **UNION MANAGEMENT ADVISORY COMMITTEE**

- 18.1 The Employer and the Union agree to set up a committee to be known as the Union Management Advisory Committee composed of representatives of the Employer, representatives of the Union and the Commissioner of Corporate Services.
- 18.2 It is agreed to hold monthly meetings not only to discuss specific issues but also to discuss issues of general concern to the employing municipality and the Union.
- 18.3 Either party to the Agreement may formally request that a meeting of the Committee be held and the meeting shall be convened within two days.

ARTICLE 19 **PERSONNEL FILES**

19.1 Access

An employee shall have the right upon sufficient notice to have access to his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. With the written permission of the employee, a Union Representative or Shop Steward shall also have the right of access to an employee's personnel file.

19.2 Discipline

Any notice of disciplinary action which may have been placed on the personal file of an employee shall be removed after not more than eighteen (18) months has elapsed since the disciplinary action has been taken provided that no further similar disciplinary action has been recorded.

ARTICLE 20
SALARIES AND WAGES

- 20.1 (a) The salaries and wages to be paid to employees covered by this Agreement shall be in accordance with the official schedule of salaries and wages of the Employer as agreed to by the Employer and the Union.
- (b) When new salary or wage schedules are required as a result of negotiations or Arbitration, the Employer will provide a copy to the Union prior to implementation.

20.2 To be eligible for longevity pay an employee must have completed ten years of service as of December 31, 1999. Eligible employees will receive longevity pay on the following basis:

after 10 years service, \$100 per year
after 15 years service, \$150 per year
after 20 years service, \$200 per year
after 25 years service, \$250 per year

In the year in which an employee retires on normal retirement the employee shall be entitled to receive the full amount of longevity pay for that year.

In the event of the death of an employee, full amount of longevity pay for that year shall be made to the employee's estate.

For the purpose of this section, service is to be construed as continuous service with the Employer.

20.3 The Administration of Salaries shall be governed by the Employer's Salary Administration Policy submitted to Council on the 21st of April, 1975 or as may be amended from time to time. (Refer to Information Item #1).

20.4 The normal effective date for the implementation of an employee's salary increment within a pay range, shall be the first day of the bi-weekly pay period following the appropriate salary increment date. The normal salary increment date shall be the annual (or semi-annual where this is provided within the pay schedule) anniversary of the employee's appointment subject to the provisions of 6:8 (c).

20.5 Except as provided in subsections 20.6, 20.7, every employee shall be granted salary increments on his salary increment date until he reaches the maximum rate in the range of rates for the classification level to which he is appointed.

20.6 The Employer may deny a salary increment to an employee if it is dissatisfied with the employee's performance. Where the Employer intends to deny a salary increment to an

employee, the Employer shall at least 2 weeks, but not more than 6 weeks before the due date for the salary increment of the employee, give the employee the reason for the denial, in writing.

20.7 Where the Employer has denied a salary increment to an employee on his increment date, it shall then grant the salary increment on the first day of any pay period prior to the employee's next increment date, and the employee shall retain his increment date.

20.8 Salary Protection on Downward Reclassification

When a position has been reclassified downward the employee (present incumbent only) in the reclassified position will be fitted into the new classification (at a level not less than the employee's current earnings) provided the employee's earnings do not exceed the maximum of the salary for the new classification; In this circumstance, the employee's increment date will not change and the employee shall receive the negotiated increases, as well.

Should the employee's salary be in excess of the salary for the new classification such salary will be frozen as of the date of the reclassification save and except any increases negotiated by the Parties.

20.9 Salaries and wages as set forth in this Agreement shall be effective on the first day of the pay period within which the specified dates fall.

ARTICLE 21
OCCUPATIONAL HEALTH & SAFETY

21.1 The Employer and the Union shall continue their Joint Occupational Health and Safety Committee in an endeavour to provide a safe and healthful environment for employees.

21.2 Pregnant women who work in physically demanding occupations, may during the last trimester of their pregnancy, request a transfer to lighter duties and if available, be provided with alternate work within their own department.

21.3 Pregnancy and V.D.T.'s

A pregnant employee whose position entails work with a Video Display Terminal may request a transfer to another position without loss of pay during her pregnancy. The Employer shall endeavour to accommodate such requests.

See as well Appendix 10.

ARTICLE 22
JOB SECURITY RESPECTING CONTRACTING OUT

22.1 Contracting Out will be defined as the carrying out of work by a firm or a private contractor which work was formerly done by the Employer itself utilizing its own regular staff and work crew.

22.2 The Employer agrees that persons not covered by the terms of this agreement will not perform duties normally assigned to persons in the bargaining unit, except for purposes of instruction, experimentation, or an emergency when regular employees are not readily available, or as may otherwise be mutually agreed by the parties in writing.

This clause is not however intended to restrict the use by the Employer of volunteers involved in the provision of normal recreational and cultural services to the community.

22.3 In order to provide job security for members of the bargaining unit effective from February 20, 1986, the Employer will not contract out work usually performed by members of the bargaining unit if as a result of any contracting out of services, a layoff or reduction of hours of work of any employee, other than casual employees follows. Nor will an employee remain on layoff or reduced hours of work if that employee can perform the normal requirements of the work which has been contracted out. The contracting out to an employer who is party to a collective agreement and which will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

22.4 (a) The Union agrees that work which has been contracted out by the Employer prior to February 20, 1986 may be continued to be contracted out.

(b) Where the Employer intends to renew or replace these contracts, the Employer will give two (2) months notice to the Union with an estimate of the cost of providing the service by its own work forces and of the costs of contracting out such services.

22.5 Subject to the foregoing, all work of the bargaining unit presently being performed by them shall continue to be performed by members of the bargaining unit.

ARTICLE 23 **JOB DESCRIPTIONS AND JOB EVALUATION**

23.1 The Joint Job Evaluation program as agreed-upon between the Parties and as set out in the Job Evaluation Implementation Agreement, the Job Evaluation Rating Manual, the Job Evaluation Maintenance Agreement and all other related documents, governs the methods and procedures to be used for the creation/updating of job descriptions and the evaluation of jobs.

23.2 Any dispute with respect to the contents of a job description or the evaluation of a job shall be dealt with in the manner agreed upon between the parties as set out in the Maintenance Agreement.

ARTICLE 24 **ACTING PAY**

24.1 Acting Pay - Temporary Assignment - Salary

Employees directed by the Employer to temporarily perform the full duties of a position in a classification having a higher salary range shall be paid acting pay, provided the assignment is for a period in excess of eleven (11) continuous working days.

In such cases, the employee shall be paid acting pay from the first (1st) day of such assignment.

(It is recognized that "duties" refers to the normal duties of the position at the time of acting.)

24.2 Acting Pay - Calculation - Salary

The acting pay received for assignments as set out in Article **24.1** shall provide for the greater of:

- (a) the first year rate in the position in which such employee is acting; or
- (b) the equivalent to a placement in the new salary range which will give the employee at least 104% of the employee's present normal salary, and shall be paid for the period in which acting on such assignment. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

24.3 Acting Pay - Temporary Assignment - Wage Employee Acting In A Salaried Position

A wage employee directed by the Employer to temporarily perform the full duties of a salaried position having a higher hourly rate than the employee's normal hourly rate shall be paid acting pay, provided the assignment is for a period in excess of eleven (11) continuous working days.

In such cases, the employee shall be paid acting pay from the first (1st) day of such assignment. (It is recognized that "duties" refers to the normal duties of the position at the time of acting.)

24.4 Acting Pay - Calculation - Wage Employee Acting In A Salaried Position

The acting pay received for assignments as set in **24.3** shall provide for the greater of:

- (a) the first year rate in the position in which such employee is acting; or
- (b) the equivalent to a placement in the salary range which will give the employee at least 104% of the employee's present normal rate, and shall be paid for the period in which acting on such assignment. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

24.5 Salary Increment While Acting

Should an employee act in a position for one (**1**) year or more, the employee so acting shall be eligible to receive an increment in the salary scale in which he/she is acting, provided that he/she is not already at the maximum of that salary scale. It is recognized that upon return from acting to the employee's position, the employee's increment date remains unchanged and the employee will be returned to the salary scale of his/her position (except in those circumstances covered by Clause **20.8**) at the increment level to which he/she is entitled in accordance with Article **20**.

24.6 Increment Date Upon Appointment

Should an employee, acting in a position, be officially appointed to that position the date the employee commenced acting duties shall be the employee's new increment date.

24.7 Promotional Increase From An Acting Appointment

The salary placement of an employee, acting in one position, who is promoted to another position while acting, shall be based upon the employee's normal salary, not the acting salary, unless acting for over six (6) months, in which case the salary placement shall be based upon the Acting Pay.

24.8 The provisions in respect of acting pay shall not derogate from the provisions in respect of vacancies and new positions.

ARTICLE 25
ORGANIZATIONAL OR TECHNOLOGICAL CHANGES

25.1 When the Employer is proposing the introduction or implementation of technological or organizational change which may result in employees/positions being declared surplus/redundant:

- (a) The Employer agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Employer shall provide the Union in advance of the organizational and/or technological change, with the detailed description of the project it intends to carry out and the intended effects on employees/positions within the organization.

25.2 The incumbent in any position which has been declared surplus or redundant, as a result of organizational or technological changes may be placed in a position which is vacant on the establishment of the Employer, without competition.

25.3 If this is not possible, and if a vacancy exists for which the employee can be retrained by the Employer within a period of six (6) months, the Employer shall retrain the employee for the position. This option shall be subject to the agreement of the employee.

25.4 If no vacancy exists in which the employee may be placed (or retrained within six (6) months pursuant to Clause 25.3), the Employer may place the employee in a lower level position. In such a case, the employee would maintain his/her rate of pay. As increases in pay are negotiated, the employee would be entitled to receive only one-half (1/2) the negotiated increase until the employee's higher rate of pay falls within the pay band of the position he/she was placed. If, after three (3) years from the date of placement into the lower level position, the employee is continuing to receive a salary in excess of the salary that corresponds to the lower level position, he/she shall immediately be placed at the maximum of his/her position's pay band.

25.5 If neither of 25.2 or 25.3 is possible and the employee has not accepted a placement, if available, in accordance with 25.4, the employee may exercise his seniority rights in accordance with the lay off provision in this Collective Agreement, although it is recognized that this is not a lay off, as defined in the Collective Agreement.

25.6 Should the employee not be placed in accordance with Clause 25.2 or Clause 25.3 nor accept a placement into a lower level position in accordance with Clause 25.4, and should the employee not exercise his/her rights under Clause 25.5, then the employee shall be entitled to the separation allowance outlined in this Collective Agreement as well as notice or pay in lieu of notice of:

- (a) More than one (1) but less than three (3) years continuous service, payout of two (2) months' pay;
- (b) Three (3) but less than five (5) years continuous service, a payout of three (3) months' pay;
- (c) Five (5) but less than eleven (11) years continuous service, a payout of four (4) months' pay;
- (d) Eleven (11) but less than sixteen (16) years continuous service, a payout of six (6) months' pay;
- (e) Sixteen (16) but less than twenty (20) years continuous service, a payout of ten (10) months' pay;
- (f) Twenty (20) but less than twenty-five (25) years of continuous service, a payout of fourteen (14) months' pay;
- (g) Twenty-five (25) or more years continuous service, a payout of eighteen (18) months' pay.

Payment shall be made at the rate of pay the employee was earning when the position became redundant.

ARTICLE 26

- 26.1**
- (a) It is agreed that no right, benefit or privilege enjoyed or possessed but not set down in this Agreement, which has been confirmed through Arbitration or grievance settlement as a right, benefit or privilege, including those which may be confirmed or resolved as a result of grievances which have been filed as of November 26, 1999, shall be altered or revoked without the consent of the Union.
 - (b) It is agreed that no right, benefit or privilege, enjoyed or possessed but not set down in this Agreement, with the exception of those covered by (a) above, or as otherwise agreed in writing between the parties, shall be altered or revoked without prior consultation with the Union.

26.2 Legal Protection

The Employer agrees to continue to provide legal protection to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.

26.3 Car Parking

- (a) All employees who are required by the Employer to use their own cars for municipal business shall be provided with free parking facilities or shall be reimbursed for the cost of parking where such parking facilities are not available.
- (b) The Employer shall continue to provide to employees free of charge, parking space which is available for the exclusive use of the Employer free of charge by reason of that space being available as the Employer's property or where such space is made available for the exclusive use of the Employer free of charge by a third party.

26.4 Automobile Allowance

Where the Employer determines that an employee must have available an automobile for business purposes, such employee(s) will be reimbursed for use of such vehicles when on authorized city business as follows:

- (i) Effective January 1, 1999, \$0.41 for all kilometers driven on City business. However, the minimum payment for such employees will be \$60.00 per month.
- (ii) Employees who receive the allowance set out above will, upon request, be provided with an accurate signed form T2200 (Revenue Canada) confirming the automobile use as a work requirement.
- (iii) Employees who do not require as a condition of employment, to have available an automobile, but who may be authorized to use their own vehicle shall be reimbursed at the rate specified in (i) above but with no minimum guarantee.

26.5 Protective Clothing and Footwear

- (a) The Employer shall continue its present policy regarding the issuance of protective clothing.
- (b) Employees who are required by the Employer to wear green patch protective footwear shall receive an annual allowance towards the purchase of such footwear, except that in the case of treeworkers, they shall be provided with the required footwear. Effective April 1, 2000, employees entitled to receive a footwear allowance (or in the case of treeworkers, the required footwear) shall receive an annual allowance of \$100 (or in the case of treeworkers, the required footwear).

It is recognized that there are circumstances (e.g. workplace accidents, nature of work) where consideration should be given for an additional allowance other than mentioned above. Such requests must be made in writing to the Employer.

- (c) To be eligible:
 - (i) Salaried Employees - must be on the payroll of the Employer on January 1 of every year and must have been employed at least six continuous months with the Employer in the previous year.

- (ii) Wage Employees - must be on the payroll of the Employer on January 1 of every year, and must have worked at least 122 days in any consecutive six month period in the previous year.

26.6 Provision of Metric Tools

- (a) The Employer agrees to make available the necessary tools required for the repair of equipment or machinery built in accordance with the metric system. All tools issued by the Employer shall remain the property of the Employer.
- (b) The Employer agrees to reimburse all employees in the following classifications Mechanic I, II, III Welder I, II, III Machinist I, II Body Repairer/Painter I, II Welder/Fitter provided they are required to use their own tools on the Employer's business, up to \$150 per year prorated on a monthly basis. The payment shall be made on the last cheque in each calendar year, or upon termination of employment, as may be applicable.

26.7 Identification Cards

The Employer agrees to continue a system of Photo Identification Cards.

26.8 Feminine Gender or Plural

Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used wherever the context so requires.

26.9 Rights of Unilingual Employees

The parties agree that employees hired prior to July 2, 1980 have acquired rights resulting from By-law 358-70 of the City of Ottawa. It is agreed that employees hired prior to February 20, 1986 are entitled to submit their application for any vacancy with the exception of the classifications of receptionist, switchboard operator, program worker, entrance level counter clerks and any other positions which the parties mutually agree to, falling within the scope of this agreement and be entitled to the position subject to the provisions of Article 11 of the agreement, even though they may not possess the linguistic requirements of the job as posted. It is further agreed that the Employer in appointing the employee may require the employee to enroll in language courses on the Employer's time and at its expense.

- 26.10 The Employer agrees that the current practice with respect to the granting of coffee breaks shall continue in force and effect.

ARTICLE 27
DURATION OF AGREEMENT

- 27.1 This Agreement shall remain in force and effect from January 1, 2000 (except where a clause otherwise provides) to December 31, 2000 and thereafter from year to year.

- 27.2 Should either party to the Agreement wish to seek amendments to or modifications of the Agreement or to terminate the Agreement and negotiate a new Agreement, it shall give notice to

the other party not later than the first (1st) day of November in the year in which the contract expires.

- 27.3 Within thirty (30) days of the receipt of this notice the parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

ARTICLE 28

ARBITRATION RESPECTING AMENDMENTS TO THE AGREEMENT OR TERMS OF A NEW AGREEMENT

- 28.1 If by January 31st following notification of the desire to seek amendments or a new agreement the parties have failed to reach a satisfactory agreement, the parties may mutually agree to request the Minister of Labour of the Province of Ontario to provide the services of an Officer of Conciliation. Failing this or in the event that no agreement is reached either party may demand that matters still in disagreement be submitted to arbitration and shall give notice in writing to the other party detailing the points still at issue.
- 28.2 The Board of Arbitration shall consist of three members to be appointed within thirty (30) days of the demand for arbitration and shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union who within seven (7) days of their appointment shall meet together for the purpose of selecting the third member who shall act as Chairman.
- 28.3 In the event of disagreement and a selection not being made within seven (7) days after the date on which the two members first meet, either of the members may on not less than two days' notice in writing to the other member, apply to the Minister of Labour of the Province of Ontario to appoint the Chairman.
- 28.4 The decision of the Board of Arbitration shall be final and binding on both parties.
- 28.5 The parties shall each bear the expense of its own arbitrator, and shall bear equally the expense of the Chairman and all other expenses of the arbitration.

**THE CORPORATION OF THE
CITY OF OTTAWA**

CHIEF ADMINISTRATIVE OFFICER

COMMISSIONER OF CORPORATE SERVICES

**THE OTTAWA-CARLETON
PUBLIC EMPLOYEES' UNION**

Local 503

PRESIDENT SECRETARY-TREASURER

Signed at Ottawa, Ontario this day of , 2000.

APPENDIX 1

EXCLUSIONS FROM SCOPE

1. **A** l positions in the Human Resources Department and the C.A.O.'s Office.
2. All Administrative Assistant II positions
 Administrative Assistant I - Fire Department
 Administrative Assistant to the City Auditor

All Administrative Assistant I positions in the Council and Statutory Services Branch

Administrative Assistant to the City Solicitor

All Executive Assistants - Council and Statutory Services Branch

3. All students employed during the summer months.
4. Internal Audit (Clerk VIII).
5. All persons represented by:
 - (a) The Civic Institute of Professional Personnel
 - (b) The Ottawa Police Association
 - (c) The Ottawa Professional Firefighters' Association
 - (d) All persons represented by C.U.P.E. Local 2187
 - (e) All members of the Executive and Management groups of the Employer.
6. Employees covered by the scope of the Part-time Recreation and Culture Collective Agreement.
7. All Aldermanic Assistants

APPENDIX 2

DEFINITIONS FOR THE PURPOSES OF THIS AGREEMENT

1. Continuous Service: No employee shall be deemed to have ceased to be continually employed by reason only of being absent from work on statutory holidays, on parts of regular working days, or on any leave duly authorized under the provisions of this Agreement or because of any layoff lasting not more than 90 calendar days, or because of absence due to an industrial accident under the terms of the Workplace Safety and Insurance Act and the predecessor Worker's Compensation Act of Ontario and consistent with the terms of this Agreement.
2. "Standard Hours of Work" shall be interchangeable with "Hours of Work".
3. In relation to "working hours"; "working days"; "work day"; "work week", the word "Standard" shall be interchangeable with "Normal".
4. In relation to rate of pay the word "normal" shall be interchangeable with the word "regular".

APPENDIX 3

NOTES TO PAY

1. SALARIEDEMPLOYEES AND WAGE EMPLOYEES
 - (a) The hourly rate of pay is the official rate for all employees and the other rates of pay are for information purposes only. (see Appendix **6B**)
 - (b) To calculate the annual salary multiply the hourly rate by the bi-weekly hours of work by **26.088**.
 - (c) To calculate the **52** week salary multiply the hourly rate by the bi-weekly hours of work by **26.0**.
 - (d) To calculate the four-weekly rate multiply the hourly rate by the bi-weekly hours of work by **2**.
 - (e) To calculate the weekly rate multiply the hourly rate by the weekly hours of work.
 - (f) To calculate the daily rate of pay multiply the hourly rate by the daily hours of work.

APPENDIX 4

REFERENCE: HOURS OF WORK (ARTICLE 4)

Appendix 4-1 Office & Administration Staff

- (1) Salaried Employees in the City Hall
- (2) Administrative Staff of the Recreation Branch
- (3) Employees of Community Development (outside City Hall)
- (4) Parking Authority Office Staff
- (5) Property Branch Administration Staff
- (6) Administrative Staff of Grounds & Trees

Appendix 4-2 All Outside Salaried Office Day Staffs

Outside salaried office staff shall be defined as office staff other than those covered in section 4.3.1 and whose function is associated directly with the administration of an outside operational function.

Appendix 4-3 Salaried Employees (except those falling under Appendix 4-1 & 4-2) of:

- (1) The Streets Maintenance Division
- (2) Sanitation Division
- (3) Complaints Bureau & Sewer Maintenance Division Day Staff
- (4) Garage
- (5) Recreation
- (6) Stores
- (7) Workshop Administrative Staff
- (8) Property Branch
- (9) Grounds & Trees

Appendix 4-4 Special Cases

- (1) Stationary Engineer (Indoor Swimming Pools)
- (2) Swimming Pool Supervisors & Matrons
- (3) Supervisor of Ice Plant
- (4) Works & Operational Superintendent VI

APPENDIX 5

SCHEDULES OF VEHICLE AND EQUIPMENT

1. LIGHT AND MEDIUM EQUIPMENT - PAY GRADE THREE (3)

LIGHT EQUIPMENT:

- a) automobiles
- b) small manual horticultural equipment
- c) pickup trucks, 1/2, 3/4 and 1 ton, standard and/or crewcab
- d) 4X4 powerwagon without attachments
- e) economy vans
- f) one ton crewcab dump trucks
- g) landscape roller (1 ton or less)
- h) all material transporters
- i) walkbehind sidewalk sweepers
- j) farm tractor with towed equipment
- k) walkbehind floor scrubbers, snowblowers
- l) hoist lift
- m) hydraulic lifts

MEDIUM EQUIPMENT

- n) pickup trucks, 1/2, 3/4 and 1 ton, standard and/or crewcab, when used as a tow vehicle
- o) 4X4 powerwagon without attachments, or when used as a single axle trailer tow vehicle
- p) economy vans, when used as a tow vehicle
- q) one ton crewcab dump trucks, when used as a tow vehicle
- r) trucks (over one ton but less than five tons)
- s) horticultural accessories
- t) stihl saw c/w cut-off blade
- u) ride on turf mowing equipment (under 30 h.p.)
- v) portable compressor
- w) garbage compactor
- x) truck c/w leaf compactor
- y) boilers
- z) three ton truck c/w crane
- aa) gas powered weed eater
- bb) gas powered lawn mower
- cc) walkbehind snow thrower

2. HEAVY EQUIPMENT - PAY GRADE FOUR (4)

- a) 4X4 powerwagon with attachments and/or when used as a tandem axle trailer tow vehicle
- b) trucks (over 1 ton but less than 5 tons) when used as a tow vehicle
- c) 5 ton dump trucks c/w plow and/or snow wing
- d) 4X2 aerial bucket trucks
- e) hydraulic hoist trucks
- f) single axle spreader trucks
- g) mechanical street sweepers
- h) light duty fuel trucks
- i) front end loaders
- j) front end loader and backhoe
- k) articulating and solid-body utility tractors c/w all accessories, minimum 35 H.P. normally asperated
- l) bombardier on tracks
- m) athey force feed snow loaders (conveyor belt type)
- n) wheeled snow blowers
- o) double drum, self propelled, asphalt roller (over 1 ton)
- p) tennant power ride on sidewalk sweepers/scrubbers
- q) tandem axle spreader truck, c/w underbody plow
- r) tandem axle dump truck
- s) motor graders, c/w snow wing and/or underbody scarifier
- t) ice resurfacers
- u) fuel truck
- v) chipper
- w) zamboni

APPENDIX 6A

JOB EVALUATION LEVELS

GRADE 1

-
- *Caretaker/Janitor
- *Caretaker/Pool
- *General Labourer
- *Watchman/woman

GRADE 2

-
- Driller/Breakerman

GRADE 3

-
- Administrative Clerk
- *Boardroom Attendant
- Data Entry Clerk
- Finance Clerk
- General Clerk
- *Light Equipment Operator
- *Mailroom Driver
- *Medium Equipment Operator
- *Meter Collector
- *Project Superintendent
- *Rink Caretaker

GRADE 4

-
- Administrative Clerk
- *Asphalt Raker
- *Chauffeur
- Customer Service Clerk
- Finance Clerk
- *Handyman/woman
- *Heavy Equipment Operator
- Inventory Control Clerk
- *Meter Maintenance
- *Painter
- *Playground Maintenance Worker
- Records Clerk
- *Repairman
- *Serviceman/woman
- Staffing Clerk
- Standing Committee Assistant
- Store Inventory Control Clerk
- Word Processing Operator

GRADE 5

.....

***Denotes Wage**

Administrative Clerk
Client Service Representative
*Concrete Finisher
Finance Clerk
*Handyman/woman
*Lot Operations, Assistant Supervisor
Printing Technician
Records Clerk
*Rink Caretaker
*Roofer
*Sewer Worker
Word Processing Operator

GRADE 6

.....
Administrative Clerk
Animal Control Officer
Animal Technician
Applications Clerk
*Arena Operator
*Chlorinator Maintenance
*Construction Inspector
*Crew Leader-Parks
Computer Control Operator
Client Service Representative
"Facility Operator
Finance Clerk
Inventory Control Clerk
Law Clerk
Parking Control Officer
Records Clerk
Secretary
Staffing Clerk
*Stationary Engineer
*Sub-Foremadwoman
Technical Clerk
*Treeworker

GRADE 7

.....
Administrative Assistant
Administrative Clerk
*Bodyman/Painter
*Carpenter
Computer Technician/Operator
*Crew Leader-Sewer

***Denotes Wage**

*Crew Leader-Roads
*Crew Leader-District
Client Service Representative
Customer Service Clerk
Drafting Technician
Finance Clerk
Inventory Control Clerk
*Key Cutter
*Parking Meter Collection Supervisor
Printing Supervisor
Records Clerk
*Road Cut Inspector
Staffing Clerk
Standing Committee Assistant
*Supervisor, W & O
"Superintendent, Facility
Survey Assistant
Technical Clerk
Telecommunications Technician
*Welder

GRADE 8

.....

Administrative Assistant
Administrative Clerk
Animal Technician
***Blaster/Driller/Boater/Powderman**
Burner Technician
By-law Officer
Computer Advisor
Computer Technician
*Crew Leader-Trees
Customer Service Clerk
Drafting Technician
*Electrician
*Equipment Operator/Trainer
Events Service Co-ordinator
Facility Superintendent
Finance Clerk
*Foreman/woman-Parks
*Foreman/woman-Roads
*Foreman/woman-Sewers
*Foreman/woman
Graphics Technician
*Machinist
*Mechanic
Mechanical Supervisor
Photographer
*Plumber
*Program Worker
Records Clerk

***Denotes Wage**

"Roofing Specialist
 Site Supervisor
 *Stationary Engineer
 Technical Clerk
 Training Officer
 Tree Inspector
 Works and Operations Supervisor GRADE 9
 Administrative Assistant
 Administrative Officer
 Building Needs Analyst
 Claims Investigator
 Compliance Report Officer
 Computer Technician
 Court Prosecutor
 Drafting Technician
 Finance Clerk
 *Foreman/woman
 Lottery Officer
 Micrographic Technician
 Photo Audio Visual Technician
 Technical Project Officer
 Treasury Officer GRADE 10..... Administrative Office
 Administrative Officer-Supervisory
 Area Recreation Supervisor
 Conservation Technician
 Construction Inspector
 Construction Technician
 Development Information Officer
 Event Services Coordinator
 Finance Accounting Clerk
 *Foreman/woman-Electrical
 *Foreman/woman-Mechanic
 *Foreman/woman-Plumbing
 *Foreman/woman-Machinist
 Interpretation/Education Officer
 *Key Cutting-Sub Foreman/woman
 Licensing Inspector
 Property Standards Officer
 Program Development Officer
 Protocol/Event Officer
 Public Relations Officer
 Standing Committee Assistant
 Survey Leaders
 Technical Assistant
 Technical Officer
 Treasury Officer
 Zoning By-law/Enforcement Officer
 Zoning Enforcement Officer GRADE 11..... Administr
 Coordinator
 Cultural Consultant

***Denotes Wage**

Elections & Special Projects Officer
 Key Cutting Foreman/woman
 Market Inspection
 Plan Examiner
 Property Standard Officer
 Senior Interpretation Officer Sub-Foreman/
 woman Blasting
 Technical Assistant

GRADE 12..... Administrative Officer
 *Blasting Foreman/woman

Building Inspector
 Enforcement Procedures Officer
 Fleet Administrator
 Mechanical Inspector Plan Examiner
 Plumbing Inspector
 Sign Administrator

GRADE 13..... Administrative Officer/Supervisor
 Technical Advisor

APPENDIX 6B

RATES OF PAY

				Effective:	
PAY RATES BY SCHEDULE				Salary:	31-Dec-199
CUPE 503 - 35 HOURS/WEEK					9

BAND 1	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-			--
26 PAYS	24,333.40	25,207.00	26,117.00	27,045.20	28,028.00
BIWEEKLY	935.90	969.50	1,004.50	1,040.20	1,078.00
HOURLY	13.37	13.85	14.35	14.86	15.40
BAND 2	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-		-	--
26 PAYS	26,280.80	27,209.00	28,210.00	29,211.00	30,303.00
BIWEEKLY	1,010.80	1,046.50	1,085.00	1,123.50	1,165.50
HOURLY	14.44	14.95	15.50	16.05	16.65
BAND 3	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-			--
26 PAYS	28,210.00	29,211.00	30,303.00	31,376.80	32,559.80
BIWEEKLY	1,085.00	1,123.50	1,165.50	1,206.80	1,252.30
HOURLY	15.50	16.05	16.65	17.24	17.89
BAND 4	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-			--
26 PAYS	30,175.60	31,231.20	32,414.20	33,542.60	34,743.80

BIWEEKLY	1,160.60	1,201.20	1,246.70	1,290.10	1,336.30
HOURLY	16.58	17.16	17.81	18.43	19.09

BAND 5 -----1----- -----2----- -----3----- -----4----- -----5-----

26 PAYS	32,141.20	33,269.60	34,470.80	35,744.80	37,018.80
BIWEEKLY	1,236.20	1,279.60	1,325.80	1,374.80	1,423.80
HOURLY	17.66	18.28	18.94	19.64	20.34

BAND 6 -----1----- -----2----- -----3----- -----4----- -----5-----

26 PAYS	34,070.40	35,271.60	36,582.00	37,910.60	39,257.40
BIWEEKLY	1,310.40	1,356.60	1,407.00	1,458.10	1,509.90
HOURLY	18.72	19.38	20.10	20.83	21.57

BAND 7 -----1----- -----2----- -----3----- -----4----- -----5-----

26 PAYS	36,017.80	37,273.60	38,638.60	40,076.40	41,532.40
BIWEEKLY	1,385.30	1,433.60	1,486.10	1,541.40	1,597.40

HOURLY 19.79 20.48 21.23 22.02 22.82
PAY RATES BY SCHEDULE
CUPE 503/EXEMPT - 35 HOURS/WEEK

Effective:

Salary: 31-Dec-1999

Wage: 23-Dec-1999

Page 2 of 2

	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
BAND 8	-	-	-	-	--
26 PAYS	37,965.20	39,312.00	40,749.80	42,205.80	43,789.20
BIWEEKLY	1,460.20	1,512.00	1,567.30	1,623.30	1,684.20
HOURLY	20.86	21.60	22.39	23.19	24.06
BAND 9	-	-	-	-	--
26 PAYS	39,912.60	41,350.40	42,824.60	44,408.00	46,009.60
BIWEEKLY	1,535.10	1,590.40	1,647.10	1,708.00	1,769.60
HOURLY	21.93	22.72	23.53	24.40	25.28
BAND 10	-	-	-	-	--
26 PAYS	41,841.80	43,370.60	44,899.40	46,537.40	48,266.40
BIWEEKLY	1,609.30	1,668.10	1,726.90	1,789.90	1,856.40
HOURLY	22.99	23.83	24.67	25.57	26.52
BAND 11	-	-	-	-	--
26 PAYS	43,789.20	45,372.60	47,028.80	48,703.20	50,486.80
BIWEEKLY	1,684.20	1,745.10	1,808.80	1,873.20	1,941.80
HOURLY	24.06	24.93	25.84	26.76	27.74
BAND 12	-	-	-	-	--
26 PAYS	45,754.80	47,411.00	49,121.80	50,905.40	52,743.60
BIWEEKLY	1,759.80	1,823.50	1,889.30	1,957.90	2,028.60
HOURLY	25.14	26.05	26.99	27.97	28.98
BAND 13	-	-	-	-	--
26 PAYS	47,702.20	49,413.00	51,214.80	53,053.00	55,000.40
BIWEEKLY	1,834.70	1,900.50	1,969.80	2,040.50	2,115.40
HOURLY	26.21	27.15	28.14	29.15	30.22

				Effective:	
PAY RATES BY SCHEDULE				Salary:	31-Dec-1999
CUPE 503 - 37.5 HOURS/WEEK					

BAND 6	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	36,504.00	37,791.00	39,195.00	40,618.50	42,061.50
BIWEEKLY	1,404.00	1,453.50	1,507.50	1,562.25	1,617.75

				Effective:	
PAY RATES BY SCHEDULE				Salary:	31-Dec-1999
CUPE 503 - 40 HOURS/WEEK					

BAND 1	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	27,809.60	28,808.00	29,848.00	30,908.80	32,032.00
BIWEEKLY	1,069.60	1,108.00	1,148.00	1,188.80	1,232.00
HOURLY	13.37	13.85	14.35	14.86	15.40 ✓

BAND 2	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	30,035.20	31,096.00	32,240.00	33,384.00	34,632.00
BIWEEKLY	1,155.20	1,196.00	1,240.00	1,284.00	1,332.00
HOURLY	14.44	14.95	15.50	16.05	16.65

BAND 3	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	32,240.00	33,384.00	34,632.00	35,859.20	37,211.20
BIWEEKLY	1,240.00	1,284.00	1,332.00	1,379.20	1,431.20
HOURLY	15.50	16.05	16.65	17.24	17.89

BAND 4	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	34,486.40	35,692.80	37,044.80	38,334.40	39,707.20
BIWEEKLY	1,326.40	1,372.80	1,424.80	1,474.40	1,527.20
HOURLY	16.58	17.16	17.81	18.43	19.09

BAND 5	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	36,732.80	38,022.40	39,395.20	40,851.20	42,307.20
BIWEEKLY	1,412.80	1,462.40	1,515.20	1,571.20	1,627.20
HOURLY	17.66	18.28	18.94	19.64	20.34

BAND 6	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	38,937.60	40,310.40	41,808.00	43,326.40	44,865.60
BIWEEKLY	1,497.60	1,550.40	1,608.00	1,666.40	1,725.60
HOURLY	18.72	19.38	20.10	20.83	21.57

BAND 7	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	41,163.20	42,598.40	44,158.40	45,801.60	47,465.60
BIWEEKLY	1,583.20	1,638.40	1,698.40	1,761.60	1,825.60

HOURLY 19.79 20.48 21.23 22.02 22.82
PAY RATES BY SCHEDULE
CUPE 503 - 40 HOURS/WEEK

Effective:

Salary: 31-Dec-1999
Wage: 23-Dec-1999

Page 2 of 2

BAND 8	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	43,388.80	44,928.00	46,571.20	48,235.20	50,044.80
BIWEEKLY	1,668.80	1,728.00	1,791.20	1,855.20	1,924.80
HOURLY	20.86	21.60	22.39	23.19	24.06
BAND 9	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	45,614.40	47,257.60	48,942.40	50,752.00	52,582.40
BIWEEKLY	1,754.40	1,817.60	1,882.40	1,952.00	2,022.40
HOURLY	21.93	22.72	23.53	24.40	25.28
BAND 10	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	47,819.20	49,566.40	51,313.60	53,185.60	55,161.60
BIWEEKLY	1,839.20	1,906.40	1,973.60	2,045.60	2,121.60
HOURLY	22.99	23.83	24.67	25.57	26.52
BAND 11	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	50,044.80	51,854.40	53,747.20	55,660.80	57,699.20
BIWEEKLY	1,924.80	1,994.40	2,067.20	2,140.80	2,219.20
HOURLY	24.06	24.93	25.84	26.76	27.74
BAND 12	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	52,291.20	54,184.00	56,139.20	58,177.60	60,278.40
BIWEEKLY	2,011.20	2,084.00	2,159.20	2,237.60	2,318.40
HOURLY	25.14	26.05	26.99	27.97	28.98
BAND 13	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	54,516.80	56,472.00	58,531.20	60,632.00	62,857.60
BIWEEKLY	2,096.80	2,172.00	2,251.20	2,332.00	2,417.60
HOURLY	26.21	27.15	28.14	29.15	30.22
BAND 14	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	--	--	--	--	
26 PAYS	56,721.60	58,780.80	60,902.40	63,148.80	65,416.00
BIWEEKLY	2,181.60	2,260.80	2,342.40	2,428.80	2,516.00

				Effective:	
PAY RATES BY SCHEDULE				Salary:	30-Jun-2000
CUPE 503/EXEMPT - 35 HOURS/WEEK					

	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
BAND 1	-	-	-	-	-
26 PAYS	24,460.80	25,334.40	26,244.40	27,172.60	28,173.60
BIWEEKLY	940.80	974.40	1,009.40	1,045.10	1,083.60
HOURLY	13.44	13.92	14.42	14.93	15.48
BAND 2	-	-	-	-	-
26 PAYS	26,408.20	27,336.40	28,355.60	29,356.60	30,448.60
BIWEEKLY	1,015.70	1,051.40	1,090.60	1,129.10	1,171.10
HOURLY	14.51	15.02	15.58	16.13	16.73
BAND 3	-	-	-	-	-
26 PAYS	28,355.60	29,356.60	30,448.60	31,540.60	32,723.60
BIWEEKLY	1,090.60	1,129.10	1,171.10	1,213.10	1,258.60
HOURLY	15.58	16.13	16.73	17.33	17.98
BAND 4	-	-	-	-	-
26 PAYS	30,321.20	31,395.00	32,578.00	33,706.40	34,925.80
BIWEEKLY	1,166.20	1,207.50	1,253.00	1,296.40	1,343.30
HOURLY	16.66	17.25	17.90	18.52	19.19
BAND 5	-	-	-	-	-
26 PAYS	32,305.00	33,433.40	34,634.60	35,926.80	37,200.80
BIWEEKLY	1,242.50	1,285.90	1,332.10	1,381.80	1,430.80
HOURLY	17.75	18.37	19.03	19.74	20.44
BAND 6	-	-	-	-	-
26 PAYS	34,234.20	35,453.60	36,764.00	38,092.60	39,457.60
BIWEEKLY	1,316.70	1,363.60	1,414.00	1,465.10	1,517.60
HOURLY	18.81	19.48	20.20	20.93	21.68
BAND 7	-	-	-	-	-
26 PAYS	36,199.80	37,455.60	38,838.80	40,276.60	41,732.60
BIWEEKLY	1,392.30	1,440.60	1,493.80	1,549.10	1,605.10

HOURLY 19.89 20.58 21.34 22.13 22.93
PAY RATES BY SCHEDULE
CUPE 503/EXEMPT - 35 HOURS/WEEK

Effective:

Salary: **30-Jun-2000**
Wage: **22-Jun-2000**

Page 2 of 2

BAND 8	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	38,147.20	39,512.20	40,950.00	42,424.20	44,007.60
BIWEEKLY	1,467.20	1,519.70	1,575.00	1,631.70	1,692.60
HOURLY	20.96	21.71	22.50	23.31	24.18
BAND 9	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	40,112.80	41,550.60	43,043.00	44,626.40	46,246.20
BIWEEKLY	1,542.80	1,598.10	1,655.50	1,716.40	1,778.70
HOURLY	22.04	22.83	23.65	24.52	25.41
BAND 10	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	42,042.00	43,589.00	45,117.80	46,774.00	48,503.00
BIWEEKLY	1,617.00	1,676.50	1,735.30	1,799.00	1,865.50
HOURLY	23.10	23.95	24.79	25.70	26.65
BAND 11	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	44,007.60	45,591.00	47,265.40	48,939.80	50,741.60
BIWEEKLY	1,692.60	1,753.50	1,817.90	1,882.30	1,951.60
HOURLY	24.18	25.05	25.97	26.89	27.88
BAND 12	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	45,991.40	47,665.80	49,358.40	51,160.20	52,998.40
BIWEEKLY	1,768.90	1,833.30	1,898.40	1,967.70	2,038.40
HOURLY	25.27	26.19	27.12	28.11	29.12
BAND 13	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	47,938.80	49,667.80	51,469.60	53,326.00	55,273.40
BIWEEKLY	1,843.80	1,910.30	1,979.60	2,051.00	2,125.90
HOURLY	26.34	27.29	28.28	29.30	30.37
BAND 14	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
	-	-	-	-	-
26 PAYS	49,886.20	51,688.00	53,562.60	55,528.20	57,530.20
BIWEEKLY	1,918.70	1,988.00	2,060.10	2,135.70	2,212.70
HOURLY	27.41	28.40	29.43	30.51	31.61

				Effective:	
PAY RATES BY SCHEDULE				Salary:	30-Jun-2000
CUPE 503 - 37.5 HOURS/WEEK					

				Effective:	
PAY RATES BY SCHEDULE				Salary:	30-Jun-2000
CUPE 503 - 40 HOURS/WEEK					

BAND 1	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
		-	-		
26 PAYS	27,955.20	28,953.60	29,993.60	31,054.40	32,198.40
BIWEEKLY	1,075.20	1,113.60	1,153.60	1,194.40	1,238.40
HOURLY	13.44	13.92	14.42	14.93	15.48
BAND 2	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
		-	-		
26 PAYS	30,180.80	31,241.60	32,406.40	33,550.40	34,798.40
BIWEEKLY	1,160.80	1,201.60	1,246.40	1,290.40	1,338.40
HOURLY	14.51	15.02	15.58	16.13	16.73
BAND 3	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	32,406.40	33,550.40	34,798.40	36,046.40	37,398.40
BIWEEKLY	1,246.40	1,290.40	1,338.40	1,386.40	1,438.40
HOURLY	15.58	16.13	16.73	17.33	17.98
BAND 4	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
		-	-		
26 PAYS	34,652.80	35,880.00	37,232.00	38,521.60	39,915.20
BIWEEKLY	1,332.80	1,380.00	1,432.00	1,481.60	1,535.20
HOURLY	16.66	17.25	17.90	18.52	19.19
BAND 5	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
		-	-		
26 PAYS	36,920.00	38,209.60	39,582.40	41,059.20	42,515.20
BIWEEKLY	1,420.00	1,469.60	1,522.40	1,579.20	1,635.20
HOURLY	17.75	18.37	19.03	19.74	20.44
BAND 6	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	39,124.80	40,518.40	42,016.00	43,534.40	45,094.40
BIWEEKLY	1,504.80	1,558.40	1,616.00	1,674.40	1,734.40
HOURLY	18.81	19.48	20.20	20.93	21.68
BAND 7	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
		-	-		
26 PAYS	41,371.20	42,806.40	44,387.20	46,030.40	47,694.40
BIWEEKLY	1,591.20	1,646.40	1,707.20	1,770.40	1,834.40

HOURLY 19.89 20.58 21.34 22.13 22.93
PAY RATES BY SCHEDULE
CUPE 503 - 40 HOURS/WEEK

Effective:

Salary: 30-Jun-2000
Wage: 22-Jun-2000

Page 2 of 2

BAND 8	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	43,596.80	45,156.80	46,800.00	48,484.80	50,294.40
BIWEEKLY	1,676.80	1,736.80	1,800.00	1,864.80	1,934.40
HOURLY	20.96	21.71	22.50	23.31	24.18
BAND 9	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	45,843.20	47,486.40	49,192.00	51,001.60	52,852.80
BIWEEKLY	1,763.20	1,826.40	1,892.00	1,961.60	2,032.80
HOURLY	22.04	22.83	23.65	24.52	25.41
BAND 10	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	48,048.00	49,816.00	51,563.20	53,456.00	55,432.00
BIWEEKLY	1,848.00	1,916.00	1,983.20	2,056.00	2,132.00
HOURLY	23.10	23.95	24.79	25.70	26.65
BAND 11	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	50,294.40	52,104.00	54,017.60	55,931.20	57,990.40
BIWEEKLY	1,934.40	2,004.00	2,077.60	2,151.20	2,230.40
HOURLY	24.18	25.05	25.97	26.89	27.88
BAND 12	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	52,561.60	54,475.20	56,409.60	58,468.80	60,569.60
BIWEEKLY	2,021.60	2,095.20	2,169.60	2,248.80	2,329.60
HOURLY	25.27	26.19	27.12	28.11	29.12
BAND 13	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	54,787.20	56,763.20	58,822.40	60,944.00	63,169.60
BIWEEKLY	2,107.20	2,183.20	2,262.40	2,344.00	2,429.60
HOURLY	26.34	27.29	28.28	29.30	30.37
BAND 14	-----1-----	-----2-----	-----3-----	-----4-----	-----5-----
26 PAYS	57,012.80	59,072.00	61,214.40	63,460.80	65,748.80
BIWEEKLY	2,192.80	2,272.00	2,354.40	2,440.80	2,528.80
HOURLY	27.41	28.40	29.43	30.51	31.61

APPENDIX 7

LETTER OF UNDERSTANDING
 BETWEEN
 THE CORPORATION OF THE CITY OF OTTAWA

AND
C.U.P.E. LOCAL 503

The parties agree to the following regarding the introduction of Summer Hours for 40 hour and 37½ hour employees.

Between June 1st and Friday next before Labour day, employees normally required to work 8 hours per day, 40 hours week shall work a 7½ hour day, 37½ hour week, and employees normally required to work 7½ hours per day, 37½ ho per week shall work 7 hours per day, 35 hours per week, however, such employees shall continue to receive pay as if had worked an 8 hour day, 40 hour week or 7½ hour day, 37½ hour week respectively, including premium(s), if applicable. Further, between June 1, and the Friday next before Labour Day, such employees shall receive overtime as set out in Article 5, for any hours worked in excess of 7½ hours per day, 37½ hours per week or 7 hours per day, 3 hours per week as applicable and consistent with the defined hours of work set out in Article 4.

For the Employer

For the Union

“original signed by J.W. Potter”

“original signed by J.R. Robillard”

dated this 20th day of December 1992.

APPENDIX 8

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF OTTAWA
AND
CUPE LOCAL 503

Section 6.2.1 (f) of the Collective Agreement reads as follows:

“If it should appear to the Commissioner of Corporate Services that any employee is making too frequent application this leave, or that the correctness of a certificate is questionable, the matter shall be referred to the Medical Officer for investigation and report.”

Accordingly, two scenarios are contemplated; firstly, where an employee is making too frequent application for sick leave, and; secondly, where the validity of an employee’s medical certificate (required for “certified” leave) is questionable.

1. Too Frequent Application

In a situation where the Employer is concerned that an employee is making too frequent application for sick leave, the Employer may require the employee to undergo a medical examination to determine the reasons for such frequent use of sick leave. This medical examination shall be conducted by a physician of the employee's choice. The results of such medical examination will be made available to Occupational Health Services for review. After said review the Employer reserves the right to request a second medical opinion by another physician of the employee's choice. The result of the second medical examination will also be made available to Occupational Health Services for review. The employee will be entitled to time off with pay during regular scheduled hours of work for the purpose of attending and undergoing the medical examination(s). Where the medical examination(s) are scheduled outside of the regularly scheduled hours of work, the employee will be entitled to a time and one-half premium for attending and undergoing the medical examination(s).

2. Validity of Medical Certificate in Question

Where the medical certificate required by the City to validate "certified" sick leave is questioned by the City provided the employee has been notified that there is a question or concern about a particular medical certificate within ten days of its submission, the certificate shall be referred to Occupational Health Services for review and opinion.

If Occupational Health Services confirms that the "correctness of a certificate is questionable", the Employer may require the employee to undergo a medical examination to address any concerns which Occupational Health Services may identify concerning the said medical certificate.

This medical examination will be conducted by a physician chosen by the employee other than the physician who has signed the original medical certificate questioned by the Employer. The physician selected by the employee must be acceptable to the Employer.

The results of this medical examination, addressing the questions posed by Occupational Health Services, shall be reduced to writing by the chosen physician and will be made available to the Occupational Health Services and to the employee for their review.

The employee will be entitled to time off with pay during regularly scheduled hours of work for the purpose of attending and undergoing the medical examination. Where the medical examination is scheduled outside of regularly scheduled hours of work, the employee will be entitled to a time and one-half premium for attending and undergoing the medical examination.

3. Notwithstanding the above, the Employer reserves the right to take action against an employee who is making too frequent application for sick leave, or where the Employer questions the validity of a medical certificate with the complementary right of the employee to grieve such action.

For the Employer

For the Union

“original signed by J.W. Potter”

“original signed by J.R. Robillard”

dated this 20th day of December 1992.

APPENDIX 9

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF OTTAWA
AND
CUPE LOCAL 503

The Union agrees that in the event legislation is enacted eliminating OHIP premiums during the term of this Agreement the union will then undertake to remove all Articles in the Collective Agreement pertaining to the payment of OHIP premiums by the employer on behalf of the employee. It is understood that employees who are Quebec residents will be entitled to payment of the equivalent of OHIP premiums as at December 31, 1989 until the date of the enactment of such legislation, and further until they either terminate their employment with the Employer, no longer reside in the Province of Quebec or until legislation is passed which transfers the funds collected (pertaining to the OHIP payroll tax) to the Province of Quebec, or some equivalent arrangement is made between the Province of Ontario and the Province of Quebec.

It is further understood that should subsequent legislation reinstate a form of Medicare premium and eliminate the proposed payroll tax that the employer will be required to contribute towards the Medicare premium pursuant to the Collective Agreement (which terms shall be reinstated).

For the Employer

For the Union

“original signed by J.W. Potter”

“original signed by J.R. Robillard”

dated this 20th day of December 1992.

APPENDIX 10

LETTER OF UNDERSTANDING
BETWEEN

THE CORPORATION OF THE CITY OF OTTAWA
AND
CUPE LOCAL 503

The undersigned parties agree that, on a trial basis, a Union Health and Safety representative shall be allowed one (1) off per month in order to perform Health and Safety work for the Union. Such time off shall be with full pay and ben
This time off shall not be considered part of the time available to the union for union business under clause 6.7.

For the Employer

For the Union

“original signed by J.W. Potter”

“original signed by J.R. Robillard”

dated this 20th day of December 1992.

APPENDIX 11

The criteria below shall be used to determine which positions may be filled in accordance with the procedure set out in Article 11, Clause 11.1.3:

- 1.The work involves a continuing responsibility to supervise the activity of others. Non-supervisory duties are of secondary importance. Supervisory duties typically include assigning work, maintaining quality and work output norms, advising, instructing or directing workers, scheduling and co-ordinating unit activities and providing functional supervision to others.
- 2.Number of employees supervised is a minimum of 6.

The parties may also mutually agree on other positions being filled in accordance with the procedures as set out in Article 11, Clause 11.1.3.

APPENDIX 12

Letter of Understanding

Between

The Corporation of the City of Ottawa (the Employer)

• and •

The Ottawa Carleton Public Employees' Union, Local 503 (the Union)

Re: Article 17 - Insurance

Effective as soon as practical, the master agreement for the Extended Medical Plan shall be changed to provide for generic drugs, however, should the physician specifically prescribe that no substitutes are permitted, then a brand name drug be deemed to be covered under the plan.

Effective as soon as practical, the master agreement for the Extended Medical Plan shall be changed to provide for a mutually agreed upon preferred provider. Should an employee not wish to utilize the services of the preferred provider he/she shall be responsible for the difference in dispensing fees incurred as a result of not accessing the preferred provider. In the selection of a preferred provider, options will be considered which maximize convenience and flexibility for employees.

The parties additionally agree to form a joint committee to review the current insured benefit coverages, costs and alternatives. The terms of reference for this committee shall be jointly developed.

For the Employer

For the Union

"original signed by R.T. Leclair"

"original signed by J.R. Robillard"

"original signed by P. Charette"

"original signed by L. Carter"

Signed at Ottawa this 5th day of August 1999.

APPENDIX 13

Letter of Understanding

Between

The Corporation of the City of Ottawa (the Employer)

- and -

The Ottawa Carleton Public Employees' Union, Local 503 (the Union)

Re: Change in Hours of Work Parameters in Clause 4.3.I

The parties agree that as a result of the change in the hours of work parameters from 8:30 a.m. to 4:30 p.m. (8:30 a.m. 4:00 p.m. during summer months) to 8:00 a.m. to 5:00 p.m. (8:00 a.m. to 4:30 p.m. during summer months) employees who have car pooling or child care arrangements which are in conflict with the revised hours will be accommodated. In the event such accommodation is operationally impossible, the union and Employer shall meet to discuss alternative arrangements.

“original signed by P. Charette”

“original signed by J.R. Robillard”

Signed at Ottawa this 4th day of August 1999.

APPENDIX 14

The current practice whereby grievors may be present with full pay at any stage in the grievance procedure, including arbitration, will continue in force during the life of the Collective Agreement.

Signed at Ottawa this day of , 2000.

APPENDIX 15

The Care and Nurturing Leave Policy will continue in force and effect for the life of the Collective Agreement.

Signed at Ottawa this _____ day of _____, 2000.

APPENDIX 16

The current practice of the Employer paying fifty percent (50%) of the cost of printing the Collective Agreement shall continue in force and effect for the life of the Collective Agreement.

Signed at Ottawa this _____ day of _____, 2000.

APPENDIX 17

Letter of Understanding

The parties shall meet to review the continuing application of all side-bar agreements following the conclusion of the negotiations of the Collective Agreement.

Signed at Ottawa this _____ day of _____, 2000.

INFORMATION ITEM NO. 1

SALARY ADMINISTRATION POLICY
CORPORATION OF THE CITY OF OTTAWA
OTTAWA-CARLETON PUBLIC EMPLOYEES UNION

- (a) All employees of the municipality shall be paid in accordance with the salary schedules attached and form part of the Collective Agreement.
- (b) All employees shall be paid bi-weekly for services rendered at the rate in the salary range of the classification which he has been appointed by the Employer.
- (c) If during a period of re-negotiation of salary schedules, an employee is appointed at a level within the range other than the minimum rate and, if the employee at the time of his appointment or prior thereto, has been notified in writing that the negotiated increase will not be applicable to his salary, the employee shall receive rate in the adjusted scale equal to or next higher to the salary rate at which he has been hired.
- (d) The normal effective date for the implementation of an employee's salary increment within the pay range shall be the first day of the bi-weekly period following the appropriate anniversary date of the employee's appointment. Nothing in this section is to suggest that increments are automatic. All increments are subject to the evaluation of satisfactory service basic to the recommendation of the Head of the employee's Department for the implementation of the salary increment. An employee who is promoted to a position having a higher salary scale, or whose position has been re-classified upward, shall be paid at the salary rate next higher to the rate received prior to his promotion, provided that his salary rate represents a minimum of 104% of the remuneration which the employee would have received in the next 52 week period, had no promotion taken place. The effective date of the promotion will become the date for establishing the date of implementation of future salary increments.
- (e) The Employer may deny a salary increment to an employee if he is dissatisfied with the employee's performance. Where the Employer intends to deny a salary increment to an employee, he shall at least two weeks, but not more than six (6) weeks before the due date for the salary increment of the employee, give the employee the reason for the denial, in writing.
- (f) The Employer having denied a salary increment, shall subsequently grant the salary increment on the first day of any pay period prior to the employee's next increment date, and the employee shall retain his original increment date.
- (g) Except as provided in paragraphs (d) and (e), every employee shall be granted salary increments on his salary increment date until he reaches the maximum in the range of rates for the classification level to which he is appointed.

APPENDIX A

TEMPORARY EMPLOYMENT

1. PREAMBLE

- .1 This proposal is intended as a draft/trial/interim resolution of an issue which has been under discussion between the Parties for some time.

- .2 Agreement by the Parties to this "item" will not preclude either Party from bringing forward amendments, additions, deletions or modifications for discussion and resolution at a future time. In other words, it provides a framework for the period of this Collective Agreement and may be altered or changed as a result of future bargaining, or indeed by mutual agreement in the interim. In the event agreement cannot be reached on any proposed amendments or changes to the provisions, either Party may submit such proposed changes to Arbitration after December 31, 1986.
- .3 This proposal is one of intent and proper contract language is to be drafted.

2. BACKGROUND

- 1 A major Municipality is an extremely diverse and dynamic organization. The continuing evolution and various growth areas create opportunities for temporary employment in the salaried workforce. These temporary employment opportunities arise in two (2) general categories:
 - a) employees required to replace employees absent on leaves contemplated/provided in Collective Agreements such as Parental Leave, Workplace Safety and Insurance and the predecessor Worker's Compensation, the Income Protection Plan and Long Term Disability;
 - b) special, limited duration situations which arise from such things as experimental and/or special programs.
- .2 Both Parties to the Collective Agreement share a desire to set forth a method for dealing with these situations without unnecessarily burdening or depriving either Party of their rights and benefits.
- .3 The hiring of Temporary Employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in Article 11, or the provisions of Article 9, Probationary Period.

3. UNDERSTANDINGS

- .1 A Temporary Employee is a salaried employee hired to work for a specified period of time in accordance with the purposes set forth for his/her hiring and is entitled to the rights and benefits set out in this paper.
- .2 All Temporary Employees falling within the scope of the Ottawa-Carleton Public Employees' Union, Local C.U.P.E. (O.C.P.E.U., Local 503, C.U.P.E.) agreement shall pay Union dues from their initial date of employment.
- .3 All Temporary Employees falling within the scope of the O.C.P.E.U., Local 503, C.U.P.E. agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this Appendix.
- .4 A Temporary Employee falling within the scope of the O.C.P.E.U., Local 503, C.U.P.E. agreement shall be entitled to apply for salary or wage competitions in the same manner as any employee of the Corporation.
- .5 The word service, when used in this paper refers to actual paid time worked with the Employer

4. COLLECTIVE AGREEMENT VARIATIONS - APPOINTMENT

- A. Temporary Employment Situation As Per Section 2.1 (b)

- .1 If the Employer considers that a temporary requirement will last six (6) months or more, it will be posted and filled in accordance with Article 11 of the Collective Agreement.
 - (i) if filled by an existing seniority employee, such employee shall be eligible to return to his/h former position either:
 - (a) at the expiry of the term of the assignment;
 - (b) at any time prior to completing three (3) months in the assignment (as per trial per Article 11.1.1.(d)).
 - (ii) If there are no qualified bargaining unit applicants, then the position can be filled with a Temporary Employee.
- .2 (i) If the temporary requirement is considered to last less than six (6) months, the Employer shall first attempt to use the Acting Pay provision if the requirement is above the entrance level and an employee capable of performing the work is available. If such is not the case, the position may be filled with a Temporary Employee.
 - (ii) If a temporary requirement which was considered to last less than six (6) months exceeds six months and has not been filled on an Acting basis, a meeting/discussion shall take place between the Human Resources Department, the hiring department and the Union to determine whether or not the opening should now be advertised.
- .3 If a temporary requirement situation becomes an established part of the Employer workforce, the position shall be posted in accordance with Article 11.

B. Replacement Employment Situation As Per Section 2.1 (a)

- .1 If a replacement situation is expected to last six (6) months or more:
 - (i) the Employer may use the Acting Pay provision, or if not;
 - (ii) the Employer shall post and fill the position in the same manner as 4.A.1.
- .2 If a replacement situation is expected to last less than six (6) months, the Employer shall follow the same procedure as set forth at 4.A.2.
- .3 If a replacement situation which was expected to be temporary becomes a permanent requirement, the position shall be posted in accordance with Article 11.

C. Secondary Temporary Requirements

When a temporary employment need is filled by a seniority employee further to section 4.A.1 or 4.B.1(ii), the resulting vacancies shall be filled in accordance with the procedure set out at 4.A.2(i).

5. COLLECTIVE AGREEMENT VARIATIONS - BENEFITS

A. Continuous Services (in one or more temporary assignments)

- .1 After 3 months - 4½ sick leave days (credits) for future use and accumulate at rate of 1½ day per full month worked thereafter (not eligible for pay out).
- .2 After 6 months - sick leave accumulation (as above) continues and enrolled OHIP, EHC pac Group Life and Dental.
- .3 After 12 months - additionally enrolled in LTD, and OMERS; sick leave accumulation ceases balance is deleted; employee is placed at "after one year" plateau in schedule.

B) Cumulative Service In one or more temporary assignments with no break in employment of more than 90 calendar days

- .1 After 3 months - 4½ sick leave days (credits) for future use and accumulate at rate of 1½ day per full month worked thereafter (not eligible for pay out).
- .2 After 6 months - sick leave accumulation (as above) continues and enrolled OHIP, EHC pac Group Life and Dental.
- .3 After 12 cumulative months - the employee is automatically on a three (3) month probationary period during the current or next assignment. At the completion of the probationary period, benefits are as per

6. COLLECTIVE AGREEMENT VARIATIONS - SENIORITY

- A. A temporary Employee shall achieve seniority status and is considered to have completed the probationary period, after 12 months continuous service or after the probationary period set forth for situations of cumulative service, whichever is appropriate.
- B. A Temporary Employee shall achieve seniority status within the bargaining unit when they apply for and successfully get a job that has been posted in accordance with Article 11 provided that they successfully complete a probationary period in that job of at least three (3) months. The probationary period may be adjusted upwards only to the extent that the total period of service with the Employer is at least six (6) months.

7. COLLECTIVE AGREEMENT VARIATIONS - CURRENT TEMPORARY STAFF

- .1 Temporary Employees on staff at the date of ratification, or hired (again) thereafter without a break of more than 90 calendar days from the end of their last temporary assignment, shall have their length of service calculated in accordance with the principles set out in section 6.
- .2 Temporary Employees on staff at the date of ratification, or hired (again) thereafter without a break of more than 90 calendar days will achieve seniority status with the bargaining unit after six (6) consecutive months of service or 12 cumulative months of service, whichever comes first. It is recognized that this may already have been achieved.
- .3 (i) If these Temporary Employees have achieved seniority status, or when they do (7.2) they will be enrolled in all benefit plans immediately.
- (ii) In such cases the total continuous service, or accumulated service without a break of more than 90

calendar days shall determine the employee's placement in service triggered benefits.

- (iii) In such cases, upon proof of payment, the Employer will reimburse the employee for OHIP premium and costs which would have been covered had the employee been enrolled in the Employer's Extended Health, Semi-Private, and Dental insurance plans upon the completion of the appropriate six (6) months of service. Additionally, the employee may elect to apply to purchase prior pensionable service and the Employer will pay its share. Employees shall all be reimbursed for lost wages which should have been paid under the Income Protection Plan.

APPENDIX B

PROVISIONS APPLICABLE TO PART-TIME EMPLOYEES

(References below are to the Main Collective Agreement)

Preamble - This Appendix A sets out the terms and conditions applying to all part-time employees of the Employer covered by this Agreement (and exclusive of job-sharers whose provisions are set out in the Sharing Trial Agreement).

Part-time employment is defined as regularly scheduled work of twenty-four (24) hours per week or averaged over two bi-weekly pay periods but exclusive of replacement situations provided such replacement situations do not exceed fifteen (15) consecutive working days.

Article 1 - Applicable

Article 2 - Applicable

Article 3 - Applicable

Article 4

4.1 - Applicable

4.2 - Applicable

4.3 Applicable.

4.3.13 - Applicable but lunch time to be provided after five (5) consecutive hours or as per Employment Standards Act, whichever is most favourable.

Article 5

5.1.1 - Applicable recognizing that "normal work day" and "normal hours of work" refer to the standard hours of work set out in Clause 4.3 in the main body of the Collective Agreement.

5.1.2 - Applicable

5.1.3 - Applicable

- 5.1.4 - Applicable
- 5.1.5 - Applicable
- 5.1.6 - Any employee (salaried or wage) who is required to work on a Statutory Holiday as set out in Clause 6.1.1 of the main body of the Collective Agreement shall be paid for such hours as he works at time one-half.
- 5.1.7 - Applicable
- 5.2 - Applicable
- 5.3.1 - 5.3.5 - Applicable
- 5.3.6(b)(i) - Where an employee's part-time shift has been changed and the notice of change of shift is less than week, the Employer shall pay two (2) hours at straight time rates of the employee's regular salary in lieu of notice.
- 5.3.6(b)(ii) - Applicable
- 5.4 - In the event of an employee reporting for work in the ordinary course of his employment and not be able to perform his regular work because of inclement weather, he shall be provided with work for of his/her scheduled shift or pay in lieu thereof.

Article 6

- 6.1.1 - Vacation pay based on gross earnings and paid bi-weekly shall be provided to all employees in accordance with the following schedule:
 - a) Employees with less than one (1) year continuous service to be paid 4%.
 - b) Employees with 1 but less than 8 years' continuous service shall be paid 6%.
 - c) Employees with 8 but less than 18 years' continuous service shall be paid 8%.
 - d) Employees with 18 but less than twenty-four (24) years' continuous service shall be paid 10%.
 - e) Employees with twenty-four (24) or more years' continuous service to be paid 12%.
- 6.1.2 - An employee's service shall be considered continuous except in the event the employee loses senior as outlined in Article 10, Clause 10.5.
- 6.1.3 - An employee shall be entitled to take, at a mutually agreeable time, a leave of absence without pay to an amount of time equal to one week for each 2% vacation pay entitlement per year.
- 6.1.4 - "Years" as used in (a) above refers to length of service with the Employer (anniversary years).
- 6.2 - Part-time employees regularly scheduled to work fourteen (14) hours or more bi-weekly shall accumulate sick leave credits at the rate of 7% of the scheduled hours worked. It is understood that

is exclusive of voluntary call-in and/or replacement hours worked outside of the regularly schedule hours.

- (i) Employees accumulate sick leave credits from the initial date of hire but may not utilize su credits for the first three (3) months of employment.
- (ii) Any sick leave taken in the first 624 hours is at 2/3 salary.
- (iii) A medical certificate may be required by the Employer for any absence where the Employee feels circumstances are such that it is warranted and an employee shall be informed such requirements in advance. However, it is understood that a medical certificate be required for any absence beyond four (4) consecutive working days.
- (iv) It is understood that there will be no pay-out of sick leave credits on termination, resignatio retirement.
- (v) Employees on strength on December 18, 1991, who are regularly working a scheduled fourt (14) hours or more bi-weekly shall be credited with 7% of paid hours to a maximum of 65 h and these credits shall be available to be used in the manner set-out in Clause 6.2.

6.3 - Special Leave is a provision which is designed to enable an employee to be absent from his employ with full pay for the following reasons:

- (i) The unexpected or sudden illness of the employee's spouse or child, and/or his/her aging pa which prevents the employee from reporting to duty;
- (ii) Emergency situations which prevent the employee from reporting to duty.

Special Leave is to be utilized solely for the purposes specified in (i) and (ii) above.

To qualify for Special Leave the employee must have:

- a) Completed the probationary period as specified in this Agreement;
- b) Notified his department at least 48 hours in advance of the date and required time off.

In the event of an emergency situation (b) above shall be waived.

Special Leave is limited to a maximum of four (4) of the employees scheduled days per annum, non-cumulative, and may be taken in quarter, half or full days. Time required in excess of one (1) d may be extended by the head of the employee's department.

Application beyond the one day will be considered on an individual basis and authorization shall be solely at the discretion of the Employer.

Employees who have taken Special Leave may be required to produce satisfactory evidence.

6.4

6.4.1 - The Employer shall grant leave of absence with full pay of four (4) working days (providing the

employee has been scheduled to work and providing the days fall within a five (5) calendar day period following the death) to any employee on the following basis:

Death of spouse, child, mother, father or person standing in loco parentis, sister, brother.

The Employer shall grant leave of absence with full pay of three (3) working days (providing the employee has been scheduled to work and providing the days fall within a five (5) calendar day period following the death) to any employee on the following basis:

Death of father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren, grandparents.

For the purposes of definition, brother-in-law and sister-in-law shall be the brother or sister of the employee's spouse or the spouse of the employee's brother or sister.

Grandparent is to be defined as the father or mother of the employee's father or mother.

- 6.4.2 - Applicable
- 6.4.3 - Applicable
- 6.5(a) - Applicable after twelve (12) months continuous service provided employee has completed the probationary period.
- 6.5(b) - Applicable after twelve (12) months continuous service provided the employee has completed the probationary period and effective December 1, 1990.
- 6.5(e) - Applicable
- 6.6 - Applicable
- 6.7 - Applicable
- 6.8 - Applicable
- 6.9 - Applicable
- 6.10 - Applicable
- 6.12 - Applicable
- 6.13 - Applicable
- 6.14 - Applicable

Article 7

- 7.1 - Applicable
- 7.2 - Applicable

7.3(a) - Applicable

7.3(c) - Applicable

7.5 - Applicable

7.6 - Applicable

7.7 - Applicable

7.8 - Applicable

7.9 - Applicable

7.10 - Applicable

Article 8 - All employees shall be enrolled in the Ontario Employees Retirement System upon completion of a probationary period. At this time, employees shall be given the option of buying back this waiting period with the employer and the employee paying their respective shares.

Article 9

9.1 - New employees shall be on a probationary period for 624 paid hours and no disputes concerning the termination for proper cause of such employees shall be considered under the Grievance or Arbitration Procedures as outlined in this Agreement.

9.2 - The Employer may, with the approval of the Union, extend the probationary period as specified above an additional 244 hours but in all cases, the request and confirmation must be in writing.

9.3 - For the purposes of this section, it is recognized that the 624 hours is defined as 624 hours with no break in service of more than 90 consecutive calendar days.

Article 10

10.1 - Seniority, as referred to in this Agreement shall mean the length of continuous service of an employee within the bargaining unit. The seniority calculation shall be on the basis of all paid hours and hours accumulated in accordance with the provisions of Clause 10.3, provided no employee is credited with more than the equivalent of full-time annual hours in any anniversary year. It is recognized, as set out in Clause 9.1 above, that the probationary period is based on paid hours.

10.2 - Applicable

10.3 - Applicable

10.4 - Applicable

10.5 - Applicable

10.6 - Applicable

10.7 - Applicable

Article 11- Applicable

Article 12

12.1 - For the purpose of this Article, a layoff shall be defined as a temporary cessation of work because of lack of work, during which the employee is not paid and instituted by the Employer.

- The Employer agrees not to reduce the hours of part-time employees scheduled to work fourteen (14) hours or more per week without prior consultation with the Union.

12.2 to 12.8 - Applicable

12.10 - Applicable

12.11 - The provisions under this Article for part-time workers apply to part-time positions.

Article 13 - Applicable

Article 14 - Applicable

Article 15 - Applicable

Article 16 - Applicable

Article 17 - Upon completion of their probationary period, (counting all hours paid prior to 1984, provided no break in service of more than 90 consecutive calendar days) part-time employees shall receive 12% added on to their hourly rate for all paid hours in lieu of benefits received by full-time employees, including compensation for Statutory Holidays.

Article 8 - Applicable

Article 9 - Applicable

Article 20

20.1(a) - The salaries and wages to be paid to employees covered by this Agreement shall be in accordance with the official schedule of salaries and wages of the Employer as agreed to by the Employer and the Union. The salaries and wages for work which is performed on both a full-time basis and a part-time basis are found in the numbered Appendices to the main body of the Collective Agreement.

20.1(b) - Applicable

20.2 - Not applicable

20.3 - Applicable

- 20.4 - The normal effective date for the implementation of an employee's salary increment within a pay range shall be the first day of the bi-weekly pay period following the appropriate salary increment date. The normal salary increment date shall be after 1500 paid hours.
- 20.5 - Applicable
- 20.6 - Applicable
- 20.7 - Applicable
- 20.8 - Applicable
- 20.9 - Applicable
- Article 21 - Applicable
- Article 22 - Applicable
- Article 23 - Applicable
- Article 24 - Applicable
- Article 25 - Organizational and Technological Change
- 25.1 - Applicable.
- 25.2 - A part-time employee with a minimum of one (1) year's continuous service whose position has been declared surplus or redundant (including when a position has been changed from part-time to full-time and providing the part-time employee is not the successful applicant for the position) may be placed in a vacant position for which the employee may become qualified with in-house training within a period up to six (6) months. This position is to be within this bargaining unit. The employee may be placed in this position without competition.
- 25.3 - In the event there is no suitable placement available under the provisions of 25.2 the employee may either exercise his seniority rights in accordance with the lay-off provision in this Collective Agreement (in respect to part-time positions), or be terminated and provided with the severance pay as set out in the schedule in 25.4 below.
- 25.4 - Current 25.5 schedule applicable.
- 25.5 - It is agreed that the above payment incorporates any notice or severance pay provided under the Employment Standards Act except where the Employment Standards Act provisions are superior.
- Article 26 - Applicable
- Article 27 - Applicable
- Article 28 - Applicable

Appendices - Applicable

Letter of Understanding

It is understood by the parties that a part-time employee falling under Appendix 'B' who is called and agrees to work additional hours is not entitled to On-Call pay under Article 5, Clause 5.2.4 unless there is an On Call system in place the employee's operation.

For the Employer

For the Union

"original signed by J.W. Potter"

"original signed by J.R. Robillard"

dated this 20th day of December 1992.

89