

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON**  
**HEALTH DEPARTMENT**  
**AND**  
**THE OTTAWA-CARLETON PUBLIC EMPLOYEES' UNION**  
**LOCAL 503, (IN AFFILIATION WITH C.U.P.E.)**

Effective January 1, 1990

**Expiry Date:** December 31, 1991

**COLLECTIVE AGM—**

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**HEALTH DEPARTMENT**

*AND*

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

**LOCAL 503, (IN AFFILIATION WITH C.U.P.E.)**

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 cooperation 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

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ARTICLE 1 - SCOPE

**101** This Agreement shall apply to all Employees of the Employer with the exception of those specified in Appendix 1 of this Agreement.

ARTICLE II - RESPONSIBILITY OF ~~THE~~ EMPLOYER201      Recognition

The Employer recognizes the Union as the sole collective bargaining agency for all Employees coming within the scope of this Agreement.

202      No Interference

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 against any Employee because of Union membership, or against any Union Representative because of Union activity within the provisions of this Collective Agreement.

203      No Lockout

The employer agrees that during the life of this Agreement and during the period of negotiation of any revisions of this Agreement or of a new Agreement, including the period of arbitration, there shall be no lockout.

204      No Discrimination

There shall be no discrimination against any Employee in the continuance of their employment because of race, creed, colour, ancestry, age, ~~sex~~, marital status, political and religious affiliation, place of residence or sexual orientation.

205      ~~Employer Observation of Agreement~~

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.

206      Recognition of Labour Representatives

The Employer shall recognize the Union's Labour Representatives.

**207      Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Administration (with a copy to the Personnel Commissioner) and the Labour Representative of the Union.

**208      Reports and Recommendations to the Executive Committee and Regional Council**

The Employer agrees that any public reports or recommendations to be made to the Executive 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 Executive Committee so as to afford the Union reasonable opportunity to consider them, and if necessary, to make its views known to the Executive Committee and Regional Council. The Employer also agrees to provide the Union with all reports and recommendations to be dealt with by Regional 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 will not be construed as concurrence by the Union with the report or recommendation.



**ARTICLE III - RESPONSIBILITY OF THE UNION****301      No Intimidation**

The Union shall not intimidate or coerce Employees into membership in the Union.

**302      Union Activities**

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.

**303      No Strike**

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.

**304      No Discrimination**

There shall be no discrimination against any Employee in their representation by the Union because of race, creed, colour, ancestry, age, sex, marital status, political and religious affiliation, place of residence or sexual orientation.

**305      Union Recognition of Employer Rights**

The Union recognizes that, subject to the provisions of this Agreement, it is the function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) classify positions;
- c) hire, transfer and promote;
- d) 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 12;

e) plan, control and direct its operations.

306 Union Observation of Agreement

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 authorized officers and representatives and Employees represented by the Union, will observe the provisions of this Agreement.

307 The Union agrees that any Employee to whom this contract applies may exercise his right to become a member of the Union or to cease to be a member of the Union. It is agreed that each Employee who is eligible to be in the bargaining unit shall have deducted from his pay in each month, an amount equal to the current monthly Union dues whether a member or not, so long as the Union is the recognized bargaining agent. Funds so deducted shall be remitted to the Union.

**ARTICLE IV - STANDARD HOURS OF WORK****401      Reporting**

Employees shall report for duty at the place directed by the person in charge and shall go to and from such place in their **own** time within the limits of the Regional Municipality of Ottawa-Carleton.

Should an Employee report to his/her regular work location and be directed to an alternative work location, the Employer shall transport the Employee (or pay mileage in accordance with this Collective Agreement if the Employee drives his/her **own** vehicle) to such alternate work location on the Employer's time.

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

A five **(5)** day week, Monday to Friday, 9:00 a.m. to 5:00 p.m. with one (1) hour for lunch from the day following Labour Day to May 31st inclusive and a five **(5)** day week, Monday to Friday 9:00 a.m. to 4:30 p.m. with one (1) hour for lunch from June 1st to Labour Day inclusive.

**403      Modifying Hours**

Where it would appear to be in the interest of efficiency in the staffing of any of the above operations, the hours of work of salaried Employees covered by this section may be modified by mutual agreement between any Employee and the Head of the Department subject to the following:

- a) Daily hours shall be seven **(7)** consecutive hours in the period from the day following Labour Day to May 31st and six and one-half **(6 1/2)** consecutive hours in the period from June 1st to Labour Day inclusive;

- b) Weekly hours shall be thirty-five (35) hours per week from the day following Labour Day to May 31st inclusive and thirty two and one-half ( $32\frac{1}{2}$ ) hours per week from June 1st to Labour Day inclusive;
- c) Hours shall be worked between 8:00 a.m. and 5:30 p.m.

ARTICLE V - OVERTIME**501      Definition of Overtime**

No Employee shall work overtime unless authorized by the Head of the Department or a person delegated by the Department Head. (Overtime shall be defined as time worked before or after a normal work day or week).

**502      Rate for Overtime Worked**

Employees who are called upon to work overtime hours shall be paid as follows:

- a) any hours worked as overtime hours (defined in Article 501) shall be paid at the rate of one and one-half (1 1/2) times the Employee's regular rate of pay;
- b) the regular rate of pay shall be calculated by dividing the Employee's four-week salary by one hundred and forty (140) to determine the hourly rate.

**503      On Call Pay**

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 employee designated to be on call during the weekend will be paid ten (10) hours at his/her regular hourly rate. In addition the employee designated to be on call may be scheduled for up to three consecutive hours work in total to be worked per weekend at straight-time rates. In addition, if called out employees shall be paid at time and one-half (1 1/2) with the minimum payment to be one (1) hour in terms of the pay to be received per call out. For purposes of this Agreement, a weekend is defined as a period between work-end Friday night and work-commencement Monday morning.

Any employee placed on call between Monday and Thursday inclusive except on statutory holidays shall be entitled to receive two hours pay at straight time rates for each period of on call and if called out shall be paid at time and one-half (1-1/2) his/her regular rate for each call out, with the minimum payment for any call out being one hour in terms of the pay to be received. The period of on call from Monday to Thursday shall be construed as being from 3 p.m. to 7 a.m. the following morning.

In cases of a statutory holiday the period of on call shall be from 7 a.m. on the morning of the holiday until 7 a.m. on the following day. Any employee placed on call on a statutory holiday shall be entitled to receive four (4) hours pay at straight time rates for each period of on call. In addition, if an employee is called out he/she shall be entitled to receive payment for the hours worked at the rate of time and one-half (1-1/2) his/her rate. The minimum payment shall be for one hour in terms of the pay to be received.

**504 a) Time Off in Lieu of Overtime**

On each occasion that an Employee works overtime, the Employee shall elect to either be paid in cash or to bank the overtime to a maximum in the year of 97 1/2 hours straight time, 88 hours worked at time and one-half (1 1/2) for the purpose of having time off in lieu of overtime.

- b)** Overtime will be paid in accordance with the overtime provisions if the Employee does not elect time off in lieu. Requests in relation to overtime hours must be made to the Employee's immediate supervisor and must be dated and signed.

**ARTICLE VI - LEAVE**

601 Annual leave shall be granted to all salaried Employees under the following conditions:

- a) An Employee who has completed two months of continuous service shall be entitled to three weeks (15 working days) annual vacation earned at the rate of a day and a quarter ( $1\frac{1}{4}$ ) for each completed month of continuous service.
- b) An Employee who has completed five or more years of continuous employment shall be entitled to four weeks (20 working days) annual vacation earned at the rate of a day and two-thirds ( $1\frac{2}{3}$ ) for each completed month of continuous service.
- c) (i) Five (5) weeks per year, which is earned at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) working days for each completed month of continuous service if the Employee has completed seventeen (17) but less than twenty-five (25) years of continuous employment.
- (ii) Effective 1 January 1991 five (5) weeks per year, which is earned at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) working days for each completed month of continuous service if the Employee has completed sixteen (16) but less than twenty-five (25) years of continuous employment.
- d) Six (6) weeks per year which is earned at the rate of two and one half ( $2\frac{1}{2}$ ) working days for each completed month of continuous service if the Employee has completed twenty-five (25) or more years of continuous service.
- e) Effective 1 January 1991 seven (7) weeks per year, which is earned at the rate of two and eleven twelfths ( $2\frac{11}{12}$ ) working days for each completed month of continuous service if the Employee has completed thirty-five or more years of continuous employment.
- f) **Scheduling of Vacations**

Annual leave shall be taken at a time mutually agreeable to the Employee and the Employer with seniority determining order of preference.

g) Carry-Over of Unused Vacation

An Employee may be authorized to carry-over from year to year unused annual leave in an amount of not more than his or her total annual entitlement. Authorization must be obtained in writing from the Head of the Division for any such carry-over.

h) Priority of Carry-Over Vacation

In the case of carry-over vacation, it shall rank secondary to regular annual vacations of other Employees in the same Division, except where the carry-over was initiated by the Employer, in which case it shall be given priority. Vacation carried over voluntarily shall be taken with seniority determining the order in which the carried over vacation is taken.

i) Permission to Carry Over Vacation

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.

j) Basis for Calculation

For the purpose of vacation calculation, the vacation year shall be January 1 to December 31.

k) Vacation During Probationary Period

An Employee earns, but is not entitled to receive, vacation leave with pay during the probationary period. Exceptional circumstances shall be reviewed by the Employer.



- 1) 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.

602 An Employee not completing one full year of service with the Employer will be entitled to annual vacation at a rate of  $6\frac{2}{3}$  times his regular salary earned to date (excluding any overtime or on call).

603 Income Protection Plan

- (i) 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:

<u>Length of Service</u>	<u>Full Salary (Weeks)</u>	<u><math>66\frac{2}{3}</math> Salary (Weeks)</u>
Less than 3 months	0	0
3 mos. but less than 6 mos.	0	17
6 mos. but less than 1 yr.	1	16
1 yr. but less than 2 yrs.	2	15
2 yrs. but less than 3 yrs.	3	14
3 yrs. but less than 4 yrs.	4	13
4 yrs. but less than 5 yrs.	5	12
5 yrs. but less than 6 yrs.	7	10
6 yrs. but less than 7 yrs.	9	8
7 yrs. but less than 8 yrs.	11	6
8 yrs. but less than 9 yrs.	13	4
9 yrs. but less than 10 yrs.	15	2
10 yrs. and over	17	0

- (ii) Effective January 24, 1991, for new employees hired from that date, the 3 to 6 month provision will not apply, but such employees will earn sick leave at one and one-half ( $1\frac{1}{2}$ ) days per month, payable at  $2/3$ 's salary. This is not payable at termination and ceases upon eligibility for placement in the six month plateau of the IPP schedule.

An Employee's entitlement to any particular level of benefit in accordance with the schedule set out in (a) above shall be based on her/his length of service with the Employer and commencing January 1, 1982, shall be updated every six (6) months.

- a) 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 Director of Administration. 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. Each Employee shall be allowed, if qualified, to apply for this leave 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.
- b) 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 Director of Administration is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.
- c) If it should appear to the Director of Administration 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.
- d) Occurrence of Statutory or Declared holidays during an Employee's absence on the income protection plan shall not reduce an Employee's number of days of income protection eligibility.

- 603(ii) 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 discontinuance of the former cumulative sick leave plan may utilize those credits in the following manner.

a) **Topping Up**

Employees may use these credits to top up the two-thirds ( $\frac{2}{3}$ ) salary portion of the income protection plan to full salary. This topping up shall be on the basis of one-third ( $\frac{1}{3}$ ) 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 ( $\frac{1}{2}$ ) 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 without actuarial reduction, 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 of retirement, or
  - (ii) Conversion to an individual income averaging annuity, or
  - (iii) Deposit into an 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 §03(ii) will not apply to Employees hired on or after the date of implementation of the new income protection plan (Salary August 3, 1979).
- g) Concurrent with the introduction of and to ensure proper operation of the new Income Protection Plan, it is agreed to set up a joint committee to coordinate 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 the Employer. Should there be a dispute in the Committee which cannot be resolved, the matter in dispute may be referred to arbitration.
- h) 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.

- 603(iii) 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 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 one hundred percent (100%) salary protection shall only be available once in any calendar year.

#### 604 Bereavement Leave

- i) The Employer shall grant leave of absence with full pay, of four (4) working days, to any Employee on the following basis: death of mother, father or person standing in loco parentis, spouse, child, sister, brother.

- ii) The Employer shall grant leave of absence with full pay, of three (3) working days, to any Employee on the following basis: death of father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent.
- iii) 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.
- iv) In special cases when an extension of leave under §04 may be required, application shall be made to the Personnel Commissioner.

605

Parental Leave

- a) An Employee with more than twelve (12) months seniority, 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.
- b) Subject to the eligibility requirements for parental leave as set out in (a) above, female employees shall be entitled to receive a topping up of U.I.C. benefits and all other earnings as defined in the applicable legislation to 93% of normal salary.

It is recognized that this top up only applies in respect to the actual period of time in which the employee is in receipt of Unemployment Insurance benefits to a maximum of fifteen (15) weeks.

- 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:
  - 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:
    - 1) OHIP
    - 2) Extended Health Care
    - 3) Semi-Private
    - 4) Life Insurance
    - 5) 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.
- f) Upon written request an employee will be granted leave without pay in accordance with article 6.09 for up to an additional six month period. In such instances the employee may make arrangements to continue membership in the plans specified in (d)(iii) above but is responsible for payment of the full premium cost (employer and employee share).

606

**Special Leave**

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

- (i) Professional appointments such as medical, dental, legal and optical for the Employee and/or his/her child;
- (ii) The unexpected or sudden illness of the Employee's spouse or child 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.

To qualify for special leave the Employee must have:

- (a) completed the probationary period as specified in this Agreement;
- (b) notified his/her 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 three (3) days per annum, non-cumulative, 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.

**607**

Leave of Absence with Pay - Union Business

(a) 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 XXII, Duration of the Agreement, or at such other times as may be required, initiated or authorized by the Personnel Commissioner.

(b) Leaves 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 Personnel Department.

(c) 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 fifty (50) working days in a pay year. Individual use of such leave shall be capped at thirty (30) days and applications for such leave shall be submitted in a businesslike and timely fashion. 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. The individual (30) or group cap (50) may be exceeded at the discretion of the Employer upon application from the President.

(d) Reimbursement by the Union

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

608 One (1) 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 in the sole discretion of the Employer, such leave will not be unreasonably withheld.

609 Leave of Absence Without Pay

Employees who desire leave of absence without pay shall make application to the Personnel Commissioner through the Director of Administration, Health Department.



**610      Retirement Leave**

- a) The effective date of retirement of an Employee shall be 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 September 1st, 1962 shall have the option of retiring at the age of 60 or the right to retire up to the age of 65 without going through the formality of seeking approval for their continued employment beyond the age of 60. For female Employees employed after September 1st, 1962, their retirement age shall be the same as that of male Employees; namely, the age of 65.
- c) The retiring Employee whether voluntarily or compulsory retiring shall be given terminal allowance equivalent to his accumulated sick leave subject to a maximum of one hundred and thirty (130) days and that the calculation of the entitlement in all cases shall be on the basis of working days.

- d) Any Employee may, before reaching retirement age, request permission from the Director of Administration to take his terminal leave immediately prior to his effective date of retirement.
- e) The retiring Employee's position shall be considered vacated on the effective date of retirement or on the date the Employee starts his terminal leave.

**611 Armed Forces Summer Camp**

The Employer shall grant one (1) week's holiday to any Employee who has completed one (1) year of service to enable him to attend the Armed Forces Summer Camp on the production of required evidence from military authorities that he will be attending it. Payments to the Employee during this period will be the difference between his rank pay received from the military and his normal pay entitlement under this contract. This provision is in addition to any annual leave thus set out in Item 601.

**612 Statutory Holidays**

- a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
<b>Good</b> Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	

- four (4) hours on the Employee's last working day prior to the New Year's Day;
- four (4) hours on the Employee's last working day prior to Christmas Day;
- and any other proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

In addition to those set out in the preceding subparagraph, 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.

- b) Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay (or in the case of the four (4) hour holidays, four (4) hours' pay). Payment shall be calculated on the basis of the Employee's rate excluding overtime on the last day worked prior to the holiday. If any 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.
- c) 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 five (5) days' duration shall be entitled to the above-mentioned holiday pay with no reduction in their normal pay.
- d) Alternate Day of Observance
  - i) Holiday on Saturday or Sunday  
A holiday falling on a weekend shall be observed on the following Monday.
  - ii) Christmas and Boxing Day  
When Christmas and Boxing Day fall on Saturday and Sunday, or when Christmas falls on a Sunday, both holidays shall be celebrated on the following Monday and Tuesday.
- e) Calculation of Holiday Pay  
Payment shall be calculated on the basis of the Employee's daily rate excluding overtime on the last day worked prior to the holiday.

f) Rate for Working on a Holiday

Employees authorized and required to work on a recognized holiday shall be paid at the rate of time and one-half (1 1/2) for all such work performed, in addition to the pay for the holiday set out in subsection (e) above.

**613** Jury and Witness Duty Leave

An Employee called upon to act as a jurymen or subpoenaed witness at any legal proceedings shall be allowed his regular salary and the fees.

**614** 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.

**615** 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.

**616** Quarantine

The Employer shall grant leave of absence with pay for Quarantine Leave as designated by the Medical Officer of Health.

617 Workers' Compensation

Every Employee who is absent from duty **as a** result of personal illness or injury arising from his employment within the meaning of the Workers' Compensation Act will be provided with medical care and treatment as provided in the Act and shall comply with Section 603(i) of this Agreement.

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 Workers' compensation Act) and who has not completed his probationary period as provided for in this Agreement, shall receive compensation from the Employer to the level provided under the Workers' Compensation Act effective from the date of disability. Where a claim has been disallowed by the Workers' Compensation Board, all payments made by the Employer will be recovered from the Employee's income Protection Plan.

In addition, every Employee who has completed his probationary period and who suffers a personal injury arising out of and in the course of his employment (within the meaning of the Workers' Compensation Act) shall be entitled to the following:

- a) Payment of salary or earnings by the Employer to the maximum allowable under the Workers' 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
 provided that in any calendar month the employee is absent five (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.

In the event that an employee is able to return to light or modified duties as determined by the Workers' 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 he was receiving prior to the date of his accident.

Any employee who returns to modified or light duties shall be assessed on an on-going basis by the Workers' Compensation Board of Ontario. In the event such assessments determine that the employee is able to return to full and regular duties, (c) above shall apply. In the event the employee's condition is assessed as deteriorating the Employer shall provide rehabilitation as recommended by the Workers' 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 ongoing alternate employment. In any case, when the employee returns to light or modified duties, the Employer shall be guided by the assessment of the Workers' Compensation Board of Ontario.

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

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 Workers' Compensation Board of Ontario, and such payments will not reduce the wage or salary the employee will be receiving.

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.

In the event that Workers' Compensation should become taxed as normal income, the Employer and the Union agree that the employee receiving Workers' 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 legislation.

Footnote: In the event the employee is assessed as being permanently partially disabled, the Employer shall attempt to provide light or modified duties and the employee shall receive the appropriate pay, as determined by the parties, for the work performed.

**ARTICLE VII - SUPERANNUATION AND CONTINUOUS EMPLOYMENT DEFINED**701 Superannuation

- a) i) Salaried and wage Employees hired prior to July 1, 1965 who were enrolled in the City of Ottawa Superannuation Fund (COSF) shall have their superannuation governed by the By-laws of that Fund.
- ii) In the case of salaried Employees hired after July 1, 1965, their superannuation shall be governed by the Ontario Municipal Employee's Retirement System (OMERS).
- b) i) The Employer agrees that it will not make any unilateral revisions to the provision of benefits under the Ontario Municipal Employees Retirement System. Any changes or revisions shall only be made with the concurrence of the Union.
- ii) The Employer agrees not to make any unilateral amendments to the OMERS Disability by-law, known as by-law 218-73.

702 Continuous Employment Defined

No Employee shall be deemed to have ceased to be continuously employed by reason only of being absent from work on statutory holidays or on holidays, sick leave or special leave duly authorized under the provisions of this agreement or while on parental leave with pay in accordance with 605(b) or because of lay-off lasting not more than 90 calendar days or for parts of regular working days.



ARTICLE VIII - PROBATIONARY PERIOD

- 801** New Employees shall be on a probationary period of six (6) calendar months and no disputes to the termination of such Employees shall be considered under Grievance or Arbitration procedures as outlined in this Agreement.
- 802** The Employer may, with the approval of the Union, extend the probationary period an additional three (3) months. Requests and confirmations of such requests must be in writing. It is understood that requests will not be unreasonably withheld.

**ARTICLE IX - SENIORITY****901      Salaried Employees**

- a) For the purpose of determining seniority, an Employee's length of service shall commence and accumulate from the date on which he entered the service of the Employer.
- b) Seniority shall commence from the first day of continuous employment provided that the Employee has completed the probationary period.
- c) Seniority shall accumulate under the following circumstances:
  - i) When the Employee is on the active payroll of the Employer.
  - ii) When the Employee is off the payroll due to an authorized lay-off of not more than six (6) months.
  - iii) When the Employee is off the payroll due to an accident and when the Employee is receiving compensation under the Workers' Compensation Act and has not accepted employment with another Employer.
  - iv) When the Employee is off the payroll for less than twenty (20) working days on any leave of absence authorized by the Employer.
- d) An Employee shall lose seniority in cases where an Employee is:
  - i) dismissed for just cause;
  - ii) voluntarily resigns or leaves the employment of the Employer;
  - iii) is absent from work without authorization for a period in excess of five (5) working days, in which case it shall be deemed to be a voluntary termination;

- iv) off the payroll for a continuous period of more than six (6) months as a result of a lay-off;
  - v) fails to report to work within three (3) working **days** after having been notified of a recall to work following lay-off unless the Employee has a reason acceptable to the Employer.
  - vi) fails to return to work upon termination of an authorized leave leave of absence unless the Employee has a reason acceptable to the Employer, such failure shall be considered as a voluntary termination.
  - e) The Employer shall provide sufficient copies of seniority lists for postings in appropriate work places.
- 902
- a) i) In all promotions, reclassifications and transfers, the required qualifications, including skill, knowledge and efficiency of the Employees concerned shall be the primary requirements and where such qualifications are equal, seniority shall be the determining factor.
  - ii) In the event an Employee is unsuccessful in a competition, such Employee may request a meeting with the Employer. In such cases, the Employer agrees to explain the reason(s) for the Employee not being selected.
  - b) A vacancy is defined as an unfilled position within a classification in the approved establishment of the Employer for the current year.

- c) All vacancies and new positions of a permanent nature within the bargaining unit shall be posted for a period of not less than five (5) working days throughout the Employer's premises. Prior Consideration shall be given to internal candidates. In the event of any delay in the filling of the vacancy, the Employer shall utilize the acting pay provision to fill the vacancy on an interim basis provided a qualified candidate is available and it is operationally feasible to utilize such an Employee.

A successful applicant from within 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 or wage 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 without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to his/her former position and salary or wage rate without loss of seniority.

(It is understood that 'suitable' and 'unsuitable' above refers to the performance of work).

(Refer to reciprocal agreement at Appendix IV).

- d) The Employer shall inform the successful candidate as well the unsuccessful candidates in relation to **all** competitions.
- e) All job vacancy notices shall contain the following information: job title, qualifications, required knowledge and education, skills, salary range or wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.

903

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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. Employees who have not completed the probationary period will not be entitled to the provisions of this Article.

- a) Nothing in this Article will derogate from the Employer's right to have qualified people available to do the work.
- b) In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority.
- c) The Employer will notify Employees one (1) week prior to a lay-off provided the Employee has completed the probationary period.
- d) No new Employee will be hired until those Employees in the same or equivalent classification who have been laid off have been given an opportunity of re-employment provided such Employee(s) is qualified and can do the work of the position with **a** reasonable period of familiarization.
- e) In the event of lay-off below the Employer's salary schedule Group 3, Employees shall be given the opportunity within the bargaining unit to bump Employees with less seniority who are in positions with equal or lower classifications provided the Employees are qualified and able to perform the work.

- f) Employees on layoff shall be recalled in the order of seniority provided they possess the necessary knowledge and ability for the position and are capable of performing the work available.
- g) It is the responsibility of every Employee to notify the Employer promptly of any change of address and telephone number. If an Employee fails to make this notification to the Employer, the Employer shall not be responsible for any failure of notice to recall to reach the Employee.

- 904 Should an Employee exercise their seniority in accordance with **903** above, it is understood that the Employee must be qualified at the time to do the work of the "new" position. It is recognized that this does not include a period of familiarization.
- 905 The union shall be notified of all promotions, lay-offs, transfers, re-calls and terminations of employment pertaining to the Scope of this Agreement.
- 906 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 Agreement. (Please refer to Appendix 4 of this Agreement and letter dated May 27, 1988).

**ARTICLE X - SHOP STEWARDS**

- 1001 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize three (3) Union stewards within the Bargaining Unit. The Union shall notify the Employer in writing of the names of such stewards at the time of their appointment.
- 1002 No steward shall leave his work to perform his functions without the prior consent of the person in charge and such permission ~~shall~~ not be unreasonably withheld.
- 1003 The Employer agrees to introduce each new Employee who falls within the scope of this Agreement to his Union steward, and allow the Union steward one-half (1/2) hour with pay with the new Employee in order to acquaint the new Employee with Union matters. Such introduction and meeting will take place within the new Employee's first week of employment.

**ARTICLE XI - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 1101 a) When, as a result of a formal review of an Employee's performance, the performance of an Employee is judged to have been unsatisfactory, the Employee concerned must be given an opportunity to sign the review form in question to indicate that its contents have been read and understood.
- b) The Employer agrees not to introduce **as** evidence in a hearing relating to disciplinary action any document from the file of an Employee, the existence of which the Employee was not aware at the time of filing or within a reasonable period thereafter.
- c) Any notice of disciplinary action which may have been placed on the personal file of an Employee shall be removed after not more than twenty-four (24) months has elapsed since the disciplinary action has been taken provided that no further similar disciplinary action has been recorded.
- d) After three (3) months of notice of disciplinary action an Employee may discuss the removal of same with the Employer.
- e) **Access to Personnel Files**
- 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.



**1102      Right to have Union Representative or Steward Present**

An Employee shall have the right to have a Union representative or Steward present at any discussion with 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.

**ARTICLE XII - GRIEVANCE PROCEDURE - GRIEVANCES**

- 1201 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 five (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/her 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 time 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 Personnel Commissioner within fifteen (15) days from the day on which the grievance was presented to the Department Head or designate.
- g) The Personnel Commissioner 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 Personnel Commissioner is not acceptable to the Union Grievance Committee, the Committee may notify the Personnel Commissioner within ten (10) days of the receipt by it of the decision of the Personnel Commissioner 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 Personnel Commissioner is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the Personnel Commissioner may notify the Chairman of the Union Grievance Committee within ten (10) days of the receipt by the Personnel Commissioner 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 Personnel Commissioner 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 Personnel Commissioner 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 Personnel Commissioner or designate. In each case, a request to extend the time limits must be in writing stating the reasons for the request. The Personnel Commissioner or the Union shall reply in writing.

**ARTICLE XIII - ARBITRATION PROCEDURE - GRIEVANCES**

**1301** 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 above 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) working days, appoint its members to the Board or 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) working day the two (2) 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.

**1302** 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.

**1303** In the case of an Employee who has been found to be unjustly suspended or discharged, ~~he/she~~ shall be reinstated and have all rights and benefits restored.

**1304** 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 XIV - UNION SECURITY**

- 1401 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 once **a** month. "Normal dues" shall not include entrance fees or special assessments levied by the Union.
- 1402 The Employer shall include with the remittance to the Treasurer the name of any new Employee within the scope of the Agreement or the name of any Employee who has left the Bargaining Unit as well **as** his date of employment or the date on which he left the Bargaining Unit and his classification.
- 1403 The Union and its **Local** 503 will jointly and severally indemnify and save harmless the Employer and all its officers and Employees from any and all claims, demands, damages and costs which may be made or awarded against the Employer or against any Employee of the Employer for making a deduction from the pay of any Employee of the Employer pursuant to this Article.

The Employer **shall** advise all new Employees prior to commencement of employment of the contents of the Union Security Clause.

ARTICLE XV - HEALTH PLAN

1501 The Employer shall pay 100% of the cost to each Employee for membership in the Ontario Health Insurance Plan or any plan substituted therefore under the Ontario Health Insurance Plan of the Province of Ontario; the Ontario Blue Cross Plan (Supplementary for Hospital Care); the Ontario Blue Cross Extended Plan (including vision care coverage at \$150.00 net per claimant every twenty-four (24) months) or any other plan or plans that may be agreed upon, provided that the employee has completed six (6) months of service. Effective 23 January 1991 vision care coverage at \$200.00 net per claimant every twenty-four (24) months.

In the case of a married Employee with respect to whom the Employer is obligated to pay 100% of the cost of membership, the cost of membership shall be computed on the basis of providing coverage for the bonafide dependents of the married Employee. Notwithstanding the foregoing, all Employees who have enjoyed the benefit of having their spouses included in their coverage at 100% of the Employer's expense shall not have this benefit subsequently taken away.

Upon completion of six (6) months of continuous employment, the Employer shall reimburse the Employee the full premium cost of the Long Term Disability Insurance with some mutually agreeable insurance company providing for 66 2/3% of salary on date of disability commencing seventeen (17) weeks after the date that the Employee became continually disabled, to a maximum of \$2,000 per month.

A cost of living adjustment shall provide for an increase of up to 4% in accordance with the Master Contract.

The Employer agrees to continue their present practice of continuing the following benefits when a disabled Employee is receiving L.T.D. benefits (at no expense to the Employee):

- a) Life Insurance
- b) Extended Health Care Insurance/Vision Care
- c) OHIP
- d) Semi-private Coverage; and,
- e) Dental Insurance

"Totally Disabled" for Class I Employees shall mean for the Qualifying Period and the first twenty-four (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 normal occupation. Thereafter, "Totally Disabled" shall mean the Employee is unable to perform any and every duty of any occupation for which he is reasonably fitted by education, training or experience.

"Totally Disabled" for Class II Employees shall mean the Employee is wholly and continuously disabled by illness or accidental bodily injury which prevents the Employee from performing any and every duty of any occupation for which he is reasonably fitted by education, training or experience.

Definitions of Class I and Class II Employees shall be as defined in the Master Contract.

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 disability.

Should a disabled person who has been on LTD 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.

The Employer shall pay 75% and the Employee shall pay 25% of the cost of group life insurance premiums. Coverage shall be at the level of \$50,000 per Employee and shall commence after six (6) months of continuous employment with the Employer. Effective January 23, 1991 coverage shall be at the level of \$55,000 per Employee.

It is the responsibility of the Employee to notify the Employer of any changes of status, i.e., family to single coverage, etc.



1502 Payment of OHIP Premiums to Quebec Residents

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 that which 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 reimbursement, **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.

1503 Dental Plan

- (a) The Employer shall provide a dental plan equivalent to the basic Blue Cross Plan #7 and Riders 1, 2, 3 and 4 and shall pay 75% of the premium cost of this plan which shall commence after six (6) months of continuous employment.

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

Covered to 50% of schedule with a \$1,000 annual maximum per claimant and \$3,000 overall lifetime maximum per claimant.

- (b) (i) Effective May 10, 1989 the Employer shall ensure coverage to the 1988 O.D.A. Schedule of Fees.
- (ii) Effective January 23, 1991 the Employer shall ensure coverage to the 1990 O.D.A. Schedule of Fees..

**1504** 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 XVI - PERSONNEL ADVISORY COMMITTEE**

- 1601 The Employer and the Union agree to set up a Committee to be known as the Personnel Advisory Committee composed of two representatives of the Employer, two representatives of the Union and the Director of Administration.
- 1602 This Committee shall meet from time to time as required in order to consider matters of mutual interest and to exchange views for the purpose of assuring continuing good relations between the parties.
- 1603 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 XVII - SALARIES**

- 1701** 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 and set out in Appendix 2.
- 1702** The administration of Salaries shall be governed by the Employer's Salary Administration policy submitted to Council on the 23rd of April, 1975 or as may be amended from time to time. (Refer to Information Item #1 on page 71).
- 1703** 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 anniversary of the Employee's appointment, subject to the provisions of 609(c).
- 1704**
- (a) Except as provided in subsections 1704(b) and 1704(c), every Employee shall be granted salary increments on his/her salary increment date until he/she reaches the maximum rate in the range of rates for the classification level to which he/she is appointed.
  - (b) 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 two (2) 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.
  - (c) Where the Employer has denied a salary increment to an Employee on his/her 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/her increment date.

**1705** When a position not set out in the classification and salary schedule (Appendix 2) is established during the term of this Agreement and such a position would normally fall within the scope of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The rate of pay shall become retroactive to the time the position was first filled.

**1706** a) 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 ten (10) 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.)

(b) Acting Pay - Calculation - Salary

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

- i) the first year rate in the position in which such Employee is acting; or
- ii) 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.

c) 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 1709) at the increment level to which he/she is entitled in accordance with Clauses 1702 to 1704.

d) 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.

e) 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.

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

**1707** Longevity Pay shall be paid 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, he 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 his estate.

1708 Salaries as set forth in this Agreement shall be effective on the first day of the pay period within which the specified dates fall.

1709 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 increase 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 increase negotiated by the parties.

**ARTICLE XVIII - MILEAGE ALLOWANCE****1801     Reimbursement For Use Of Private vehicle**

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 municipal business as follows:

- i) Effective July 1, 1988 30.3 cents for all kilometers driven on municipal business. However, the minimum payment for such Employees will be \$60.00 per month.
- ii) The rate per kilometer specified above will be adjusted annually (January of each year) to reflect any percentage change in the Private Transportation Sub-Component of the Consumer Price Index as set out in the report immediately prior to the adjustments. (The index at the end of December will be compared to the index at the end of the previous December and the rate per kilometer specified in (i) above will be adjusted upwards or downwards based on this percentage change, effective January 1 of the following year, and rounded to the nearest one decimal).
- iii) 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.
- iv) 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.



**ARTICLE XIX - LEGAL PROTECTION**

- 1901 Where an action ~~is~~ brought against the Employer or any member, officer or Employee of the Employer by a person who has suffered damage by reason of any act or default on part of the Employer or any member, officer or Employee thereof in the course of the pursuit or intended pursuit of their duties, the Employer shall ~~assume~~ the liability of the defence of the action and shall pay any damages or costs for which the Employer or the member, officer or Employee is liable in respect of such act or default.

**ARTICLE XX - ORGANIZATIONAL OR TECHNOLOGICAL CHANGE**

- 2001**
- a) When the Employer is proposing the introduction or implementation of technological or organizational change which may result in Employees/positions being declared surplus/redundant, the Employer agrees to notify the Union when its intentions are known and to update the information provided as new developments arise and modifications are made. Where possible such notice shall be at least six months in advance.
  - b) The incumbent in any position which has been declared surplus or redundant, as a result of organizational or technological changes will be given prior consideration for all vacancies for which they are qualified and have the ability to perform the duties of the position. In such cases it is recognized there may be a period of familiarization. Such Employees may be placed in positions without competition.
  - c) 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.
  - d) An Employee not successful in obtaining a position in which he/she is interested, in the manner set out in Clause b) and c) above, may be reassigned to another job including one which may be a lower paying job.
  - e) Employees shall continue to receive their regular salary, exclusive of premiums, during the period of reassignment and/or retraining. However, upon entering the position as described in b), c) or d) above, the Employee will be slotted into the salary range of the position which he/she has newly entered. If the salary of the Employee exceeds the maximum range of the position the

Employee enters, the Employee will maintain his/her present salary, with half (1/2) of any future negotiated increases until such time as the Employee can be slotted into the new salary range without loss of pay.

- f) If an Employee is not placed **as** per the above, the Employee may exercise his/her 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.
- g) Should the Employee not exercise his/her rights under f) above, 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:
  - i) More than one (1) year but less than three (3) years of service - two (2) months;
  - ii) More than three (3) years but less than five (5) years of service - three (3) months;
  - iii) More than five (5) years but less than ten (10) years of service - four and one-half (4 1/2) months;
  - iv) More than ten (10) years but less than sixteen (16) years of service - seven (7) months;
  - v) More than sixteen (16) years but less than twenty (20) years of service - ten (10) months;
  - vi) More than twenty (20) years but less than twenty-five (25) years of service - fourteen (14) months;
  - v) Twenty-five (25) or more years of service - eighteen (18) months.

**ARTICLE XXI**

- 2101** It is agreed that no right, benefit or privilege enjoyed or possessed but not set down in this Agreement shall be altered or revoked without the consent of the Union.
- 2102** The Employer at the Union's request, shall provide the number of ~~Employees~~ in each classification and the seniority of each Employee covered by the collective agreement.
- 2103** The Employer shall provide to each Employee in writing at their time of employment notification of their classification and salary.
- 2104** The Employer agrees to allow Employees a 1/4 hour extension of their lunch hour on pay days for the purpose of cashing their cheques.
- 2105** The Employer shall reach agreement with the Union regarding the use of any volunteer in the performance of bargaining unit work.
- 2106**
- i) The Employer shall pay to all employees who work in the stock room and audio visual equipment areas \$60 per annum for the cleaning of their clothes and to make available a **lab** coat/equivalent for their use.
  - ii) The Employer shall pay to each Public Health Inspector and Public Health Inspector Trainee \$120.00 per annum for the cleaning of their clothing.
  - iii) In cases (i) and (ii) above, the amount per annum shall be divided into four (4) portions and paid quarterly, in arrears.
- 2107** The Employer agrees to pay the fees for any job-related course or seminar deemed beneficial to the Employer upon successful completion of such course or seminar providing the application and approval for Employer assistance is made prior to the Employee taking such course or seminar.

2108 The Employer agrees that where in the interests of increased efficiency and/or effectiveness in-service training courses are deemed desirable, the Employer will provide such courses at the expense of the Board of Health.

2109 All changes in this Agreement shall be adjusted retroactively in accordance with the Memorandum of Understanding.

2110 Joint Occupational Health and Safety Committee

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.

Health and Safety

It is agreed that representatives of both parties will meet to establish guidelines to assist in the implementation, monitoring and enforcement of the provisions of the Occupational Health and Safety Act.



**ARTICLE XXII - DURATION OF AGREEMENT**

- 2201 This agreement shall remain in force and effect from ~~January 1, 1990 (except where a clause otherwise provides) to December 31, 199~~ and thereafter from year to year.
- 2202 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 party not later than the first day of November in the year in which the contract expires.
- 2203 Within thirty 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 XVIII - ARBITRATION RESPECTING AMENDMENTS TO THE  
AGREEMENT OR TERMS OF A NEW AGREEMENT

- 2301** If by January 1st, 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.
- 2302** 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.
- 2303** 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 (2) days' notice in writing to the other member, apply to the Minister of Labour of the Province of Ontario to appoint the Chairman.
- 2304** The decision of the Board of Arbitration shall be final and binding on both parties.
- 2305** 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.

IN WITNESS WHEREOF the Employer has hereunto affixed its Corporate Seal attested by the hands of its Chairman and Secretary in that behalf and the Union has caused these presents to be executed in its behalf by its President and Secretary,

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON  
HEALTH DEPARTMENT

\_\_\_\_\_  
Chairman

*Chie Brown*  
\_\_\_\_\_  
Secretary  
Regional Clerk

THE OTTAWA-CARLETON PUBLIC EMPLOYEES' UNION  
LOCAL 503, C.U.P.E.

*[Signature]*  
\_\_\_\_\_  
President

*[Signature]*  
\_\_\_\_\_  
Secretary  
TREASURER



1 X C E 7

APPENDIX I

1. Medical Officer of Health
2. Secretary to the Medical Officer of Health
3. Associate Medical Officers of Health
4. Secretaries to the Associate Medical Officers of Health
5. Director of Administration
6. Secretary to the Director of Administration
7. Finance Officer
8. Personnel Administration Supervisor
9. Director of Inspection
10. Assistant Director of Inspection
11. Section Chief Inspector
12. Director of Dental
13. Clinical Dentist
14. Dental Prevention Supervisor
15. Director of Nursing
16. Program Directors, Nursing
17. Nursing Supervisors
18. Nurse Manager
19. Director of Home Care
20. Assistant Director of Home Care
21. Home Care Case Managers Supervisors
22. Director of Therapy
23. Supervising Therapist
24. Director, Community Affairs
25. All persons represented by the Civic Institute of Professional Personnel of Ottawa-Carleton
26. All persons represented by the Association of Allied Health Professionals.

**APPENDIX 11-A**  
**JOB TITLES**

**HEALTH DEPARTMENT POSITIONS**  
**(Local 503)**

**PAY PLAN 2**

<u>Position Title</u>	<u>JE Number</u>	<u>Pay Grade</u>
Accounting Control Clerk	6574	8
Accounting Supervisor	6805	14
Accounts Clerk	6721	9
Accounts Clerk	6519	8
Accounts Clerk-ADP	6582	8
Accounts Clerk-Equipment	6705	9
Accounts Clerk-Home Care (Oxygen)	6544	8
Admin. Clerk-Nursing Division	6595	8
Administration Clerk	6746	10
Administration Hospital/ Team Clerk	6745	8
Administrative Assistant	6724	10
Administrative Assistant	6725	9
Administrative Assistant	6586	10
Administrative Assistant	6655	8
Administrative Assistant	6541	9
Administrative Assistant	6704	2
Administrative Assistant	6588	10
Administrative Assistant	6584	9
Administrative Assistant	6625	8
CNS Team		
Administrative Assistant GI	6720	8
Administrative Assistant II	6770	10
Administrative Clerk	6509	8
Administrative Clerk	6605	7
Administrative Clerk	6585	9
Aids Info Line Operator	6718	8
Audit Clerk	6592	9
Buyer/Storeman	6775	12
Clerical Supervisor	6766	11
Clerical Supervisor	6777	15
Clerk STD Clinic	6714	8
Clerk Typist	6525	8
Clerk/Secretary	6560	7
Clerk/Secretary	6567	7
Communicable Disease Clerk	6581	8

**APPENDIX 11-A**  
**JOB TITLES**

**HEALTH DEPARTMENT POSITIONS**  
**(Local 503)**

**PAY PLAN 2**

<u>position Title</u>	<u>JE Number</u>	<u>Pay Grade</u>
Data Control Clerk	6545	8
Data Control Clerk	6535	8
Data Control Clerk	6615	8
Data Entry Clerk	6549	6
Dental Assistant	6565	7
Dental Assistant/ Receptionist	6695	8
Dental Health Educator	6635	10
Distribution Clerk	6510	5
vening Receptionist STD Clinic	6587	7
Events Support Clerk, Heart Beat	6537	6
General Support Clerk (Temp-Generic)	6516	5
Heart Beat Assistant	6702	8
Heart Beat Clerk	6646	8
Hospital Team Clerk	6706	8
Hospital Team Clerk	6707	8
Information Clerk Home Care	6543	8
Library Technician	6767	10
Mail Clerk	6514	5
Medical Records Clerk	6547	8
Medical Supply Clerk	6564	8
Nutrition Technician	6726	9
Office Manager	6776	16
Personnel Records/Payroll Clerk	6566	8
Planning Clerk	6583	7
Project Manager - Automation Implementation	6782	17

APPENDIX 11-A  
JOB TITLESHEALTH DEPARTMENT POSITIONS  
(Local 503)PAY PLAN 2

<u>Position Title</u>	<u>JE Number</u>	<u>Pay Grade</u>
Public Health Inspector	6785	15
Receptionist - RHU	6508	7
Receptionist Clerk	6555	7
Receptionist-Clerk	6644	8
Receptionist-Nursing		
Division	6645	7
Receptionist/Clerk	6548	6
Receptionist/Clerk	6715	8
Receptionist/Salesperson		
BCC	6563	7
Records Management Clerk	6556	8
Referral Clerk	6540	7
Senior Accounts Clerk	6765	9
Senior Administration Clerk	6546	9
Senior Public Health		
Investigator	6781	17
Service Ordering Clerk	6703	8
Special Events Coordinator	6722	9
Student Public Health		
Inspector	6536	6
Student Public Health		
Inspector A	6515	5
Systems Operator	6719	8
Systems Supervisor	6780	12
Terminal Operator	6505	7
Word Processing Clerk	6685	8
Word Processing Clerk/		
Receptionist (Temp)	6568	7
Word Processing Operator	6647	8

**APPENDIX II-B  
PAY RATES**

**PAY PLAN II**

**JOB EVALUATION**

**The Ottawa-Carleton  
Public Employees' Union  
Local 503, in Affiliation with C.U.O.U.**

**Effective: Jan 90**

**Prepared: 06 Nov 90**

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON  
 Local 503 CUPE  
 Job Evaluation Pay Schedule 1990  
 Plan 2

Increase  
 1.06

PAY GRADE 1	1	2	3	4	5
-----					
<b>35 Hours/Week</b>					
Annual	18,327.40	19,055.40	19,819.80	20,620.60	21,439.60
Bi-weekly	704.90	732.90	762.30	793.10	824.60
<b>40 Hours/Week</b>					
Annual	20,945.60	21,777.60	22,651.20	23,566.40	24,502.40
Bi-weekly	805.60	837.60	871.20	906.40	942.40
Hourly	10.07	10.47	10.89	11.33	11.78
<b>PAY GRADE 2</b>					
-----					
<b>35 Hours/Week</b>					
Annual	19,583.20	20,365.80	21,184.80	22,040.20	22,913.80
Bi-weekly	753.20	783.30	814.80	847.70	881.30
<b>40 Hours/Week</b>					
Annual	22,380.80	23,275.20	24,211.20	25,188.80	26,187.20
Bi-weekly	860.80	895.20	931.20	968.80	1,007.20
Hourly	10.76	11.19	11.64	12.11	12.59

<b>PAY GRADE 3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
-----					
<b>35 Hours/Week</b>					
Annual	20,839.00	21,676.20	22,549.80	23,459.80	24,388.00
Bi-weekly	801.50	833.70	867.30	902.30	938.00
<b>40 Hours/Week</b>					
Annual	23,816.00	24,772.80	25,771.20	26,811.20	27,872.00
Bi-weekly	916.00	952.80	991.20	1,031.20	1,072.00
Hourly	11.45	11.91	12.39	12.89	13.40
<b>PAY GRADE 4</b>					
-----					
<b>35 Hours/Week</b>					
Annual	22,113.00	22,986.60	23,914.80	24,879.40	25,882.20
Bi-weekly	850.50	884.10	919.80	956.90	994.70
<b>40 Hours/Week</b>					
Annual	25,272.00	26,270.40	27,331.20	28,433.60	29,556.80
Bi-weekly	972.00	1,010.40	1,051.20	1,093.60	1,136.80
Hourly	12.15	12.63	13.14	13.67	14.21

**PAY GRADE 5**

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**35 Hours/Week**

<b>Annual</b>	<b>23,368.80</b>	<b>24,297.00</b>	<b>25,279.80</b>	<b>26,299.00</b>	<b>27,336.40</b>
<b>Bi-weekly</b>	<b>898.80</b>	<b>934.50</b>	<b>972.30</b>	<b>1,011.50</b>	<b>1,051.40</b>

**40 Hours/Week**

<b>Annual</b>	<b>26,707.20</b>	<b>27,768.00</b>	<b>28,891.20</b>	<b>30,056.00</b>	<b>31,241.60</b>
<b>Bi-weekly</b>	<b>1,027.20</b>	<b>1,068.00</b>	<b>1,111.20</b>	<b>1,156.00</b>	<b>1,201.60</b>

<b>Hourly</b>	<b>12.84</b>	<b>13.35</b>	<b>13.89</b>	<b>14.45</b>	<b>15.02</b>
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**PAY GRADE 6**

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**35 Hours/Week**

<b>Annual</b>	<b>24,624.60</b>	<b>25,607.40</b>	<b>26,626.60</b>	<b>27,718.60</b>	<b>28,810.60</b>
<b>Bi-weekly</b>	<b>947.10</b>	<b>984.90</b>	<b>1,024.10</b>	<b>1,066.10</b>	<b>1,108.10</b>

**40 Hours/Week**

<b>Annual</b>	<b>28,142.40</b>	<b>29,265.60</b>	<b>30,430.40</b>	<b>31,678.40</b>	<b>32,928.40</b>
<b>Bi-weekly</b>	<b>1,082.40</b>	<b>1,125.60</b>	<b>1,170.40</b>	<b>1,218.40</b>	<b>1,266.40</b>

<b>Hourly</b>	<b>13.53</b>	<b>14.07</b>	<b>14.63</b>	<b>15.23</b>	<b>15.83</b>
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**PAY GRADE 7**

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**35 Hours/Week**

<b>Annual</b>	<b>25,880.40</b>	<b>26,917.80</b>	<b>27,991.60</b>	<b>29,138.20</b>	<b>30,284.80</b>
<b>Bi-weekly</b>	<b>995.40</b>	<b>1,035.30</b>	<b>1,076.60</b>	<b>1,120.70</b>	<b>1,164.80</b>

**40 Hours/Week**

<b>Annual</b>	<b>29,577.60</b>	<b>30,763.20</b>	<b>31,990.40</b>	<b>33,300.80</b>	<b>34,611.20</b>
<b>Bi-weekly</b>	<b>1,137.60</b>	<b>1,183.20</b>	<b>1,230.40</b>	<b>1,280.80</b>	<b>1,331.20</b>

<b>Hourly</b>	<b>14.22</b>	<b>14.79</b>	<b>15.38</b>	<b>16.01</b>	<b>16.64</b>
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**PAY GRADE 8**

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**35 Hours/Week**

<b>Annual</b>	<b>27,136.20</b>	<b>28,228.20</b>	<b>29,356.60</b>	<b>30,557.80</b>	<b>31,759.00</b>
<b>Bi-weekly</b>	<b>1,043.70</b>	<b>1,085.70</b>	<b>1,129.10</b>	<b>1,175.30</b>	<b>1,221.50</b>

**40 Hours/Week**

<b>Annual</b>	<b>31,012.80</b>	<b>32,260.80</b>	<b>33,550.40</b>	<b>34,923.20</b>	<b>36,296.00</b>
<b>Bi-weekly</b>	<b>1,192.80</b>	<b>1,240.80</b>	<b>1,290.40</b>	<b>1,343.20</b>	<b>1,396.00</b>

<b>Hourly</b>	<b>14.91</b>	<b>15.51</b>	<b>16.13</b>	<b>16.79</b>	<b>17.45</b>
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<b>PAY GRADE 9</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
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<b>35 Hours/Week</b>					
Annual	28,410.20	29,538.60	30,721.60	31,959.20	33,233.20
Bi-weekly	1,092.70	1,136.10	1,181.60	1,229.20	1,278.20
<b>40 Hours/Week</b>					
Annual	32,468.80	33,758.40	35,110.40	36,524.80	37,980.80
Bi-weekly	1,248.80	1,298.40	1,350.40	1,404.80	1,460.80
Hourly	15.61	16.23	16.88	17.56	18.26
<b>PAY GRADE 10</b>					
-----					
<b>35 Hours/Week</b>					
Annual	29,666.00	30,849.00	32,086.60	33,378.80	34,707.40
Bi-weekly	1,141.00	1,186.50	1,234.10	1,283.80	1,334.90
<b>40 Hours/Week</b>					
Annual	33,904.00	35,256.00	36,670.40	38,147.20	39,665.60
Bi-weekly	1,304.00	1,356.00	1,410.40	1,467.20	1,525.60
Hourly	16.30	16.95	17.63	18.34	19.07

<b>PAY GRADE 11</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>-----</b>					
<b>35 Hours/Week</b>					
Annual	<b>30,921.80</b>	32,159.40	33,451.60	<b>34,798.40</b>	<b>36,181.60</b>
BI-weekly	<b>1,189.30</b>	1,236.90	1,286.60	1,338.40	1,391.60
<b>40 Hours/Week</b>					
Annual	<b>35,339.20</b>	36,753.60	<b>38,230.40</b>	<b>39,769.60</b>	<b>41,350.40</b>
BI-weekly	1,359.20	1,413.60	1,470.40	1,529.60	1,590.40
Hourly	<b>16.99</b>	17.67	18.38	19.12	19.88
<b>PAY GRADE 12</b>					
<b>-----</b>					
<b>35 Hours/Week</b>					
Annual	<b>32,177.60</b>	33,469.80	<b>34,816.60</b>	<b>36,218.00</b>	<b>37,655.80</b>
BI-weekly	1,237.60	1,287.30	1,339.10	1,393.00	1,448.30
<b>40 Hours/Week</b>					
Annual	<b>36,774.40</b>	<b>38,251.20</b>	<b>39,790.40</b>	<b>41,392.00</b>	<b>43,035.20</b>
BI-weekly	1,414.40	1,471.20	1,530.40	1,592.00	1,655.20
Hourly	<b>17.68</b>	18.39	19.13	19.90	20.69

<b>PAY GRADE 13</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
-----					
<b>35 Hours/Week</b>					
<b>Annual</b>	33,451.60	34,780.20	36,181.60	37,637.60	39,130.00
<b>Bi-weekly</b>	1,266.60	1,337.70	1,391.60	1,447.60	1,505.00
<b>40 Hours/Week</b>					
<b>Annual</b>	38,230.40	39,748.80	41,350.40	43,014.40	44,720.00
<b>Bi-weekly</b>	1,470.40	1,528.80	1,590.40	1,654.40	1,720.00
<b>Hourly</b>	18.38	19.11	19.88	20.68	21.50
<b>PAY GRADE 14</b>					
-----					
<b>35 Hours/Week</b>					
<b>Annual</b>	34,707.40	36,090.60	37,546.60	39,057.20	40,604.20
<b>Bi-weekly</b>	1,334.90	1,388.10	1,444.10	1,502.20	1,561.70
<b>40 Hours/Week</b>					
<b>Annual</b>	39,885.60	41,246.40	42,910.40	44,638.80	46,404.80
<b>Bi-weekly</b>	1,525.60	1,596.40	1,650.40	1,718.80	1,784.80
<b>Hourly</b>	19.07	19.83	20.63	21.46	22.31

**PAY GRADE 15****-----  
35 Hours/Week**

<b>Annual</b>	<b>35,963.20</b>	<b>37,401.00</b>	<b>38,893.40</b>	<b>40,476.80</b>	<b>42,078.40</b>
<b>Bi-weekly</b>	<b>1,383.20</b>	<b>1,436.50</b>	<b>1,495.90</b>	<b>1,556.80</b>	<b>1,618.40</b>

**40 Hours/Week**

<b>Annual</b>	<b>41,100.80</b>	<b>42,744.00</b>	<b>44,449.60</b>	<b>46,259.20</b>	<b>48,089.60</b>
<b>Bi-weekly</b>	<b>1,580.80</b>	<b>1,644.00</b>	<b>1,709.60</b>	<b>1,779.20</b>	<b>1,849.60</b>

<b>Hourly</b>	<b>19.76</b>	<b>20.55</b>	<b>21.37</b>	<b>22.24</b>	<b>23.12</b>
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**PAY GRADE 16****-----  
35 Hours/Week**

<b>Annual</b>	<b>37,219.00</b>	<b>38,711.40</b>	<b>40,258.40</b>	<b>41,896.40</b>	<b>43,552.60</b>
<b>Bi-weekly</b>	<b>1,431.50</b>	<b>1,488.90</b>	<b>1,548.40</b>	<b>1,611.40</b>	<b>1,675.10</b>

**40 Hours/Week**

<b>Annual</b>	<b>42,536.00</b>	<b>44,241.60</b>	<b>46,009.60</b>	<b>47,861.60</b>	<b>49,774.40</b>
<b>Bi-weekly</b>	<b>1,636.00</b>	<b>1,701.60</b>	<b>1,769.60</b>	<b>1,841.60</b>	<b>1,914.40</b>

<b>Hourly</b>	<b>20.45</b>	<b>21.27</b>	<b>22.12</b>	<b>23.02</b>	<b>23.93</b>
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**PAY GRADE 17**

**35 Hours/Week**

<b>Annual</b>	<b>38,493.00</b>	<b>40,021.80</b>	<b>41,623.40</b>	<b>43,318.00</b>	<b>45,026.80</b>
<b>Bi-weekly</b>	<b>1,480.50</b>	<b>1,539.00</b>	<b>1,600.90</b>	<b>1,686.00</b>	<b>1,731.80</b>

**40 Hours/Week**

<b>Annual</b>	<b>43,992.00</b>	<b>45,739.20</b>	<b>47,569.60</b>	<b>49,504.00</b>	<b>51,459.20</b>
<b>Bi-weekly</b>	<b>1,692.00</b>	<b>1,759.20</b>	<b>1,829.60</b>	<b>1,904.00</b>	<b>1,979.20</b>

<b>Hourly</b>	<b>21.15</b>	<b>21.99</b>	<b>22.87</b>	<b>23.80</b>	<b>24.74</b>
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**PAY GRADE 18**

**35 Hours/Week**

<b>Annual</b>	<b>39,748.80</b>	<b>41,332.20</b>	<b>42,968.40</b>	<b>44,735.80</b>	<b>46,501.00</b>
<b>Bi-weekly</b>	<b>1,528.80</b>	<b>1,589.70</b>	<b>1,653.40</b>	<b>1,720.80</b>	<b>1,768.50</b>

**40 Hours/Week**

<b>Annual</b>	<b>45,427.20</b>	<b>47,236.80</b>	<b>49,129.60</b>	<b>51,126.40</b>	<b>53,144.00</b>
<b>Bi-weekly</b>	<b>1,747.20</b>	<b>1,816.80</b>	<b>1,889.60</b>	<b>1,966.40</b>	<b>2,044.00</b>

<b>Hourly</b>	<b>21.84</b>	<b>22.71</b>	<b>23.62</b>	<b>24.58</b>	<b>25.55</b>
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APPENDIX II-B  
PAY RATES

PAY PLAN II

JOB EVALUATION

The Ottawa-Carleton  
Public Employees' Union  
Local 503, in Affiliation with C U.P.B.

Effective: Jan 91

Prepared: 10 Dec 90

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON  
 Local 503 CUPE  
 Job Evaluation Pay Schedule 1991  
 Plan 2

Increase  
 1.05

PAY GRADE 1 -----	1	2	3	4	5
<b>35 Hours/Week</b>					
Annual	19,237.40	20,001.80	20,820.80	21,658.00	22,513.40
Bi-weekly	739.90	769.30	800.80	833.00	865.90
<b>40 Hours/Week</b>					
Annual	21,985.60	22,859.20	23,795.20	24,752.00	25,729.60
Bi-weekly	845.60	879.20	915.20	952.00	989.60
Hourly	10.57	10.99	11.44	11.90	12.37
<b>PAY GRADE 2 -----</b>					
<b>35 Hours/Week</b>					
Annual	20,566.00	21,385.00	22,240.40	23,150.40	24,060.40
Bi-weekly	791.00	822.50	855.40	890.40	925.40
<b>40 Hours/Week</b>					
Annual	23,504.00	24,440.00	25,417.60	26,457.60	27,497.60
Bi-weekly	904.00	940.00	977.60	1,017.60	1,057.60
Hourly	11.30	11.75	12.22	12.72	13.22



PAY GRADE 3	1	2	3	4	5
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<b>35 Hours/Week</b>					
Annual	21,894.60	22,768.20	23,678.20	24,624.60	25,607.40
BI-weekly	842.10	875.70	910.70	947.10	984.90
<b>40 Hours/Week</b>					
Annual	25,022.40	26,020.80	27,060.80	28,142.40	29,265.60
BI-weekly	962.40	1,000.80	1,040.80	1,082.40	1,125.60
Hourly	12.03	12.51	13.01	13.53	14.07
<b>PAY GRADE 4</b>					
-----					
<b>35 Hours/Week</b>					
Annual	23,205.00	24,133.20	25,097.80	26,117.00	27,154.40
BI-weekly	892.50	928.20	965.30	1,004.50	1,044.40
<b>40 Hours/Week</b>					
Annual	26,520.00	27,580.80	28,683.20	29,848.00	31,033.60
BI-weekly	1,020.00	1,060.80	1,103.20	1,148.00	1,193.60
Hourly	12.75	13.26	13.79	14.35	14.92

**PAY GRADE 5**

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**35 Hours/Week****Annual****24,533.60****25,516.40****26,535.60****27,609.40****28,701.40****Bi-weekly****943.60****981.40****1,020.60****1,061.90****1,103.90****40 Hours/Week****Annual****28,038.40****29,161.60****30,326.40****31,553.60****32,801.60****Bi-weekly****1,078.40****1,121.60****1,166.40****1,213.60****1,261.60****Hourly****13.48****14.02****14.58****15.17****15.77****PAY GRADE 6**

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**35 Hours/Week****Annual****25,862.20****26,881.40****27,973.40****29,101.80****30,248.40****Bi-weekly****994.70****1,033.90****1,075.90****1,119.30****1,163.40****40 Hours/Week****Annual****29,556.80****30,721.60****31,969.60****33,259.20****34,569.60****Bi-weekly****1,136.80****1,181.60****1,229.60****1,279.20****1,329.60****Hourly****14.21****14.77****15.37****15.99****16.62**

**PAY GRADE 7****-----****35 Hours/Week**

<b>Annual</b>	<b>27,172.80</b>	28,264.60	29,393.00	30,576.00	31,795.40
<b>Bi-weekly</b>	1,045.10	1,087.10	1,130.50	1,176.00	1,222.90

**40 Hours/Week**

<b>Annual</b>	31,054.40	32,302.40	33,592.00	<b>34,944.00</b>	36,337.60
<b>Bi-weekly</b>	1,194.40	1,242.40	1,292.00	1,344.00	1,397.60

<b>Hourly</b>	14.93	15.53	16.15	16.80	17.47
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**PAY GRADE 8****-----****35 Hours/Week**

<b>Annual</b>	28,501.20	29,629.60	30,830.80	32,068.40	33,342.40
<b>Bi-weekly</b>	1,096.20	1,139.60	1,185.80	1,233.40	1,282.40

**40 Hours/Week**

<b>Annual</b>	<b>32,572.80</b>	33,862.40	35,235.20	36,649.60	38,105.60
<b>Bi-weekly</b>	1,252.80	1,302.40	1,355.20	1,409.60	1,465.60

<b>Hourly</b>	15.66	16.28	16.94	17.62	18.32
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<b>PAY GRADE 9</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
-----					
<b>35 Hours/Week</b>					
Annual	29,811.60	31,012.80	32,250.40	33,560.80	34,889.40
Bi-weekly	1,146.60	1,192.80	1,240.40	1,290.80	1,341.90
<b>40 Hours/Week</b>					
Annual	34,070.40	35,443.20	36,857.60	38,355.20	39,873.60
Bi-weekly	1,310.40	1,363.20	1,417.60	1,475.20	1,533.60
Hourly	16.38	17.04	17.72	18.44	19.17
<b>PAY GRADE 10</b>					
-----					
<b>35 Hours/Week</b>					
Annual	31,140.20	32,377.80	33,688.20	35,053.20	36,436.40
Bi-weekly	1,197.70	1,245.30	1,295.70	1,348.20	1,401.40
<b>40 Hours/Week</b>					
Annual	35,588.80	37,003.20	38,500.80	40,060.80	41,641.60
Bi-weekly	1,368.80	1,423.20	1,480.80	1,540.80	1,601.60
Hourly	17.11	17.79	18.51	19.26	20.02

<b>PAY GRADE 11</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
-----					
<b>35 Hours/Week</b>					
Annual	32,468.80	33,761.00	35,107.80	36,527.40	37,983.40
Bi-weekly	1,248.80	1,298.50	1,350.30	1,404.90	1,460.90
<b>40 Hours/Week</b>					
Annual	37,107.20	38,584.00	40,123.20	41,745.60	43,409.60
Bi-weekly	1,427.20	1,484.00	1,543.20	1,605.60	1,669.60
Hourly	17.84	18.55	19.29	20.07	20.87
<b>PAY GRADE 12</b>					
-----					
<b>35 Hours/Week</b>					
Annual	33,779.20	35,126.00	36,545.60	38,019.80	39,530.40
Bi-weekly	1,299.20	1,351.00	1,405.60	1,462.30	1,520.40
<b>40 Hours/Week</b>					
Annual	38,604.80	40,144.00	41,766.40	43,451.20	45,177.60
Bi-weekly	1,484.80	1,544.00	1,606.40	1,671.20	1,737.60
Hourly	18.56	19.30	20.08	20.89	21.72

PAY GRADE 13 -----	1	2	3	4	5
<b>35 Hours/Week</b>					
Annual	35,107.80	36,509.20	37,983.40	39,512.20	41,879.80
Bi-weekly	1,350.30	1,404.20	1,460.90	1,519.70	
<b>40 Hours/Week</b>					
Annual	40,123.20	41,724.80	43,409.60	45,156.80	46,945.60
Bi-weekly	1,543.20	1,604.80	1,669.60	1,736.80	1,805.60
Hourly	19.29	20.06	20.87	21.71	22.57
<b>PAY GRADE 14 -----</b>					
<b>35 Hours/Week</b>					
Annual	36,436.40	37,892.40	39,403.00	41,004.60	42,624.40
Bi-weekly	1,401.40	1,457.40	1,515.50	1,577.10	1,639.40
<b>40 Hours/Week</b>					
Annual	41,641.60	43,305.60	45,032.00	46,862.40	48,713.60
Bi-weekly	1,601.60	1,665.60	1,732.00	1,802.40	1,873.60
Hourly	20.02	20.82	21.65	22.53	23.42

**PAY GRADE 15**

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**35 Hours/Week**

<b>Annual</b>	<b>37,746.80</b>	<b>39,257.40</b>	<b>40,840.80</b>	<b>42,497.00</b>	<b>44,171.40</b>
<b>Bi-weekly</b>	<b>1,451.80</b>	<b>1,509.90</b>	<b>1,570.80</b>	<b>1,634.50</b>	<b>1,698.90</b>

**40 Hours/Week**

<b>Annual</b>	<b>43,139.20</b>	<b>44,865.60</b>	<b>46,675.20</b>	<b>48,568.00</b>	<b>50,481.60</b>
<b>Bi-weekly</b>	<b>1,659.20</b>	<b>1,725.60</b>	<b>1,795.20</b>	<b>1,868.00</b>	<b>1,941.60</b>

<b>Hourly</b>	<b>20.74</b>	<b>21.57</b>	<b>22.44</b>	<b>23.35</b>	<b>24.27</b>
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**PAY GRADE 16**

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**35 Hours/Week**

<b>Annual</b>	<b>39,075.40</b>	<b>40,640.60</b>	<b>42,260.40</b>	<b>43,971.20</b>	<b>45,718.40</b>
<b>Bi-weekly</b>	<b>1,502.90</b>	<b>1,563.10</b>	<b>1,625.40</b>	<b>1,691.20</b>	<b>1,758.40</b>

**40 Hours/Week**

<b>Annual</b>	<b>44,657.60</b>	<b>46,446.40</b>	<b>48,297.60</b>	<b>50,252.80</b>	<b>52,249.60</b>
<b>Bi-weekly</b>	<b>1,717.60</b>	<b>1,786.40</b>	<b>1,857.60</b>	<b>1,932.80</b>	<b>2,009.60</b>

<b>Hourly</b>	<b>21.47</b>	<b>22.33</b>	<b>23.22</b>	<b>24.16</b>	<b>25.12</b>
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**PAY GRADE 17**

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**35 Hours/Week**

<b>Annual</b>	<b>40,404.00</b>	<b>42,005.60</b>	<b>43,698.20</b>	<b>45,463.60</b>	<b>47,265.40</b>
<b>Bi-weekly</b>	<b>1,554.00</b>	<b>1,615.60</b>	<b>1,680.70</b>	<b>1,748.60</b>	<b>1,817.90</b>

**40 Hours/Week**

<b>Annual</b>	<b>46,176.00</b>	<b>48,006.40</b>	<b>49,940.80</b>	<b>51,958.40</b>	<b>54,017.60</b>
<b>Bi-weekly</b>	<b>1,776.00</b>	<b>1,846.40</b>	<b>1,920.80</b>	<b>1,998.40</b>	<b>2,077.60</b>

<b>Hourly</b>	<b>22.20</b>	<b>23.08</b>	<b>24.01</b>	<b>24.98</b>	<b>25.97</b>
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**PAY GRADE 18**

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**35 Hours/Week**

<b>Annual</b>	<b>41,714.40</b>	<b>43,388.80</b>	<b>45,136.00</b>	<b>46,956.00</b>	<b>48,812.40</b>
<b>Bi-weekly</b>	<b>1,604.40</b>	<b>1,668.80</b>	<b>1,736.00</b>	<b>1,806.00</b>	<b>1,877.40</b>

**40 Hours/Week**

<b>Annual</b>	<b>47,673.60</b>	<b>49,587.20</b>	<b>51,584.00</b>	<b>53,664.00</b>	<b>55,785.60</b>
<b>Bi-weekly</b>	<b>1,833.60</b>	<b>1,907.20</b>	<b>1,984.00</b>	<b>2,064.00</b>	<b>2,145.60</b>

<b>Hourly</b>	<b>22.92</b>	<b>23.84</b>	<b>24.80</b>	<b>25.80</b>	<b>26.82</b>
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PLAN 2-1991

PAY GRADE 1935 Hours/Week

Annual	43,043.00	44,753.80	46,555.60	48,448.40	50,359.40
Bi-weekly	1,655.50	1,721.30	1,790.60	1,863.40	1,936.90

40 Hours/Week

Annual	49,192.00	51,147.20	53,206.40	55,369.60	57,553.60
El-weekly	1,892.00	1,967.20	2,046.40	2,129.60	2,213.60

Hourly	23.65	24.59	25.58	26.62	27.67
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Jan 14, 1991

**APPENDIX III**

May 27, 1988

Mr. J.W. Foley  
 Staff Relations and Benefits  
 Regional Municipality of Ottawa-Carleton  
 222 Queen St.  
 Second floor  
 Ottawa, Ontario  
 K1P 5Z3

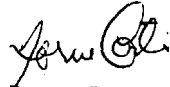
Dear Mr. Foley:

This letter will confirm that the Union, representing the members of the Health Department bargaining unit and the Regional bargaining unit, agree that seniority, in either bargaining unit, shall be completely transferable for the following purposes:

1. All service/seniority-related benefits and payments;
2. Promotions and transfers;
3. Organizational or technological changes.

The use of seniority for promotions and transfers shall be in accordance with the provisions of the Collective Agreement that applies to the position to which any employee wishes to move. Seniority under both Collective Agreements is amended by this letter as set out above.

Yours truly,



**Lorne** Carter  
 Labour Representative

**LC/si**

**APPENDIX IV**

28 April 1988

Mr. Lorne Carter  
Labour Representative  
Ottawa-Carleton Public  
Employees' Union  
Local 503, C.U.P.E.  
Suite 205  
460 O'Connor St.  
Ottawa, Ontario  
K1S 5H3

Dear Mr. Carter:

The Employer recognizes that there may be instances when an employee on call is required to perform an unusual amount of work at home and in such cases the employee may request additional payment through the Director of Inspection. Such request shall not be unreasonably denied.

Yours truly,



J.W. Foley  
Director, Staff Relations and Benefits

JWF:km

**APPENDIX V**

14 February 1986

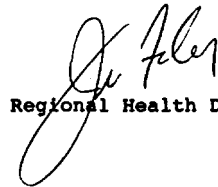
Mr. Clarence Dungey  
National Representative  
Ottawa-Carleton Public  
Employees' Union  
Local 503, C.U.P.E.  
Suite 205  
460 O'Connor St.  
Ottawa, Ontario  
K1S 5H3

Dear Mr. Dungey:

**Re: Sabbatical Leave**

The Employer agrees with the principle of providing sabbatical leave and the Employer agrees to meet to explain its meaning and discuss the terms under which employees may apply for such leave and the administration details with regards to such leave including such things as pay, benefits, seniority, replacement, etc.

Yours truly,



Regional Health Department

APPENDIX VI

28 April 1988

Mr. Lorne Carter  
Labour Representative  
Ottawa-Carleton Public  
Employees' Union  
Local 503, C.U.P.E.  
Suite 205  
460 O'Connor St.  
Ottawa, Ontario  
K1S 5H3

Dear Mr. Carter:

Re: Implementation of Job Evaluation Program

This is to confirm that provided agreement is reached between the Employer and the Ottawa-Carleton Public Employees' Union, Local 503, C.U.P.E. (Health Department and Region) to implement the Job Evaluation Plan on the same basis (e.g. weights, manuals etc.), the principles embodied in the Memorandum of Understanding regarding retroactive payments will apply to both bargaining units.

Yours truly,


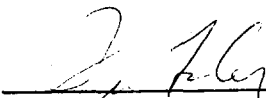
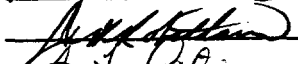
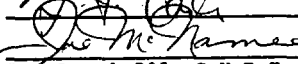
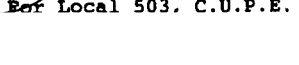


J.W. Foley  
Director, Staff Relations and Benefits

JWF:km

APPENDIX VIIMEMORANDUM OF UNDERSTANDING

The parties do hereby agree that the Arbitration Award between Local 503, C.U.P.E. (Region) and the RMOC dealing with the issue of the percentage in lieu of benefits will also be applicable to the provisions of the collective agreement with the Health Department.

	
	
	
	
For Local 503, C.U.P.E.	For the RMOC

**APPENDIX VIII****LETTER OF UNDERSTANDING**

Public Health Inspectors who incur parking expenses in excess of \$30.00 during any month may submit the expense claim as soon as the minimum \$30.00 in expenses is incurred.

*LaHille*  
*McMillan*  
*J. B. J.*  
*Joe McNamee*  
 For Local 503, C.U.P.E.

*Sp. Lh*  
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 For the RMOC

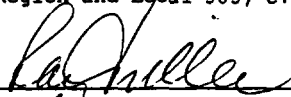


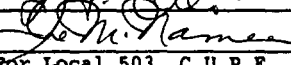
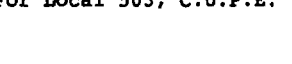
APPENDIX IXMEMORANDUM OF UNDERSTANDING

The Employer feels that four supervisory positions within the scope of Local 503, C.U.P.E. (Health) should be excluded from the scope of the bargaining unit under the provision of the Ontario Labour Relations Act.

The parties agree that the Employer will make application to the Ontario Labour Relations Board for the assistance of a review officer to determine if the proposed positions should be excluded.

It is further agreed that the recommendations of the Officer will be binding on both parties.

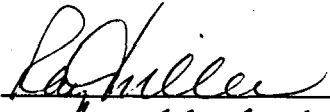

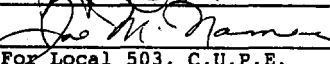
This agreement is without prejudice or precedent in respect to any other position or similar situation which may arise between the Region and Local 503, C.U.P.E.

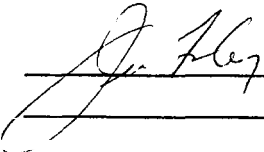
	
	
	
	
For Local 503, C.U.P.E.	For the RMOC



**APPENDIX X****LETTER OF UNDERSTANDING**

Pregnant employees whose position requires continuous exposure to Video Display Terminals may request a transfer to an alternate position and the Employer shall endeavour to accommodate such a request without any reduction in pay.

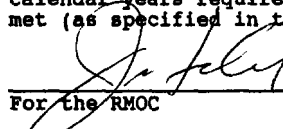
  
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\_\_\_\_\_  
For Local 503, C.U.P.E.

  
\_\_\_\_\_  
\_\_\_\_\_  
For the RMO


**APPENDIX XI****LETTER OF UNDERSTANDING****Re: Increments for Part-time and Casual Employees  
and Vacation Pay for Casual Employees**

The following reflects the intent of the parties with regard to:

- (a) increments for employees covered under the casual and part-time agreements.
  - (b) vacation pay for employees covered under the casual agreement.
1. As outlined in the applicable provisions of the agreement covering casual and part-time employees, the normal increment date shall be after 1500 paid hours. However, a part-time or casual employee, except in accordance with 2 below, is not to receive an increment unless 12 months has elapsed from:
    - i) the initial date of hire or,
    - ii) The date of the employee's increment,
 whichever is applicable.
  2. The parties agree to the carrying over of any paid hours above 1500 paid hours in the relevant 12 month period but recognizing that there will not be more than one increment per year on average.
  3. With regard to vacation pay for casual employees, while the collective agreement specifies that 1500 hours equals one year, in no event should casual employees receive an increase in vacation pay entitlement unless the applicable number of ~~calendar years required~~ to generate such an increase have been met (as specified in the part-time appendix).

  
For the RMOC

Date

  
For Local 503, C.U.P.E.

Date

Mar. 16, '92

INFORMATION ITEM NO. 1

SALARY ADMINISTRATION POLICY  
 REGIONAL MUNICIPALITY OF OTTAWA-CARLETON - HEALTH DEPARTMENT  
 OTTAWA-CARLETON PUBLIC EMPLOYEES' UNION LOCAL 503

- (a) All employees of the Regional Municipality shall be paid in accordance with the salary schedules attached and forming 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 to which he/she 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/her appointment or prior thereto, has been notified in writing that the negotiated increase will not be applicable to his/her salary, the employee shall receive the rate in the adjusted scale equal to or next higher to the salary rate at which he/she 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 pay 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 classified upward, shall be paid at the salary rate next higher to the rate he/she received prior to his/her promotion, provided that his/her 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/she is dissatisfied with the employee's performance. Where the employer intends to deny a salary increment to an employee, he/she shall at least two (2) 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/her original increment date.
- (g) Except as provided in paragraphs (d) and (e), every employee shall be granted salary increments on his/her salary increment date until he/she reaches the maximum rate in the range of rates for the classification level to which he/she is appointed.

**APPENDIX A****PART-TIME EMPLOYMENT**

**Preamble** - This Appendix 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 Job Sharing Trial Agreement).

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

A part-time employee with more than 624 paid hours who then works in a temporary assignment shall maintain and accumulate seniority as a part-time employee, shall continue to receive money in lieu of benefits and statutory holidays and shall return to his/her part-time position following the temporary assignment.

Part-time employees who wish to be considered for work outside of their regular schedule shall advise the Employer of their availability on a bi-weekly basis.

**Article I** - Applicable

**Article II**- Applicable

**Article III**- Applicable

**Article IV**

401 - Applicable

402 - Applicable except:  
and - The standard hours of work set out under  
403 the main body of the Collective Agreement

defines the normal hours of any particular type of work for full-time employees. The regularly scheduled work of twenty-four (24) hours or less worked by part-time employees shall be posted a minimum of two weeks in advance and shall fall within the standard hours of work provided under the main body of the Collective Agreement for that type of work.

#### **Article V**

- 501       - Applicable recognizing that "normal work day" and "normal hours of work" refer to the standard hours of work set out in Clauses 4.3 in the main body of the Collective Agreement.
- 502       - Applicable
- 503       - Applicable
- 504       - Applicable

#### **Article VI**

- 601       (a)- Previous service recognized but effective date of implementation to be January 1, 1989.
- (b)- Vacation pay based on gross earnings and paid bi-weekly shall be provided to all employees in accordance with the following schedule:
  - (i) Employees with less than 2 months continuous service to be paid 4%.
  - (ii) Employees with 2 months but less than 5 years' continuous service to be paid 6%.
  - (iii) Employees with 5 but less than 17 years' continuous service to be paid 8%.
  - (iv) Employees with 17 but less than 25 years' continuous service to be paid 10%.
  - (v) Employees with more than 25 years' continuous service to be paid 12%.

- (c) - An employee's service shall be considered continuous except in the event the employee loses seniority as outlined in Article IX, Clause 901(d).
  - (d) - An employee shall be entitled to take, at a mutually agreeable time, a leave of absence without pay of up to an amount of time equal to one week for each 2% vacation pay entitlement per year.
  - (e) - "Years" as used in (a) above refers to length of service with the Employer (anniversary years).
- 602 - Applicable
- 603 - Part-time employees regularly scheduled to work shall accumulate sick leave credits at the rate of 7% of the scheduled hours worked provided such employees are regularly scheduled to work at least 14 hours bi-weekly. It is understood that this is exclusive of any hours worked on a casual basis outside of regular scheduled hours.
- (i) Employees accumulate sick leave credits from the initial date of hire but can't utilize such credits for the first three (3) months of employment.
  - (ii) Any sick leave taken during the first 624 hours is at 2/3 salary.
  - (iii) A medical certificate may be required by the Employer for any absence where the Employer feels circumstances are such that it is warranted and an employee shall be informed of such requirements in advance. However it is understood that a medical certificate will be required for any absence beyond four (4) consecutive days.

- (iv) It is understood that there will be no pay-out of sick credits on termination.
- (v) Employees on strength the date of signing will be credited with 7% of regular scheduled hours worked retroactive to January 1, 1989 to a maximum of forty-four (44) hours.

604

6.4.1

- (i) 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 seven (7) calendar day period following the death) to any employee on the following basis:

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

- (ii) The Employer shall grant a 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 seven (7) calendar day period following the death) to any employee on the following basis:

Death of father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent.

- (iii) 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.

(iv) Applicable

605(a)- Applicable after twelve (12) months continuous service provided employee has completed the probationary period.



605(b)- Applicable after twelve (12) months continuous service provided employee has completed the probationary period.

605(d) - Applicable

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

- (i) When an employee is unable to schedule professional appointments (as per 606(i) of the full-time agreement) outside of such employee's scheduled working hours, the employee may make application for Special Leave.
- (ii) The unexpected or sudden illness of the employee's spouse or child 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 specified in (i), (ii) and (iii) 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 three (3) of the employee's scheduled days per annum, non-cumulative, 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.

607	-	Applicable
608	-	Applicable
609	-	Applicable
610	-	Applicable
611	-	Applicable
612	-	Applicable only if employee's schedule normally includes the day on which the holiday or designated day falls (whichever is applicable) and provided employee works last scheduled shift before the holiday and first scheduled shift after the holiday.
613	-	Applicable
614	-	Applicable
615	-	Applicable
616	-	Applicable
617	-	Preamble applicable
617(a)	-	Applicable
617(c)	-	Applicable
617 (remainder)	-	Applicable

**Article VII**

702 - Applicable

**Article VIII**

801 - New employees shall be on a probationary period for 624 paid hours 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.

802 - 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.

803 - 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 IX**

901(a) - 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 901(c), 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 801 above, that the probationary period is based on paid hours.

901(b) - Applicable

901(c) - Applicable

901(d) - Applicable

901(e) - Applicable

- 902 - Applicable
- 903 Preamble For the purpose of this Article, a lay-off 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 regularly scheduled hours of part-time employees without prior consultation with the Union at which time the reasons for such change will be explained in detail.
- 903(a) - Applicable  
to (g)
- Note: The provisions under this Article for part-time workers apply to part-time positions.
- 904 - Applicable
- 905 - Applicable
- 906 - Applicable
- Article X - Applicable
- Article XI - Applicable
- Article XII - Applicable
- Article XIII - Applicable
- Article XIV - Applicable
- Article XV - Effective January 1, 1989, upon completion of their probationary period, (counting all hours paid, provided no break in service of more than 90 consecutive calendar days) part-time employees shall receive 8% added on to their hourly rate for all paid hours in lieu of benefits received by full-time employees.
- Article XVI - Applicable

**Article XVII**

- 1701 - The salary to be paid to any employee covered by this Agreement shall be in accordance with the official schedule of salaries of the Employer as agreed to by the duly elected Union. The provisions are found in the attached schedule to the main body of the Agreement.
- 1702 - Applicable
- 1703 - The normal effective date for the implementation of an employee's salary increment within a pay period shall be the first day of the weekly pay period for the appropriate salary increment date. The salary increment date shall be after 1500 hours.
- 1704 - in all
- 1705 - of
- 1706 - per year
- 1707

Applicable with payment as follows:

After 10 years' service, \$50 per year

After 15 years' service, \$75 per year

After 20 years' Service, \$100 per year

After 25 years' service, \$125 per year

"Years" as used above refers to length of service with the Employer.

In the year in which an employee retires on normal retirement, he 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 his estate.

- 1708 - Applicable
- 1709 - Applicable
- Article XVIII - Applicable
- Article XIX - Applicable
- Article XX
- 2001(a) - Applicable
- 2001(b) - The incumbent in any part-time position which has been declared surplus or redundant, as a result of organizational or technological changes; or, the incumbent in any position which is changed from part-time to full-time (in which case the position must be posted and filled in accordance with Article 11), who is not the successful applicant for the position will be given prior consideration for all part-time vacancies for which they are qualified and have the ability to perform the duties of the position. In such cases it is recognized there maybe a period of familiarization. Such employees may be placed in a part-time position which is vacant in the establishment of the Employer, without competition.
- 2001(c) - If this is not possible, and if a part-time 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 agreement of the employee.
- 2001(d) - Applicable
- 2001(e) - Applicable
- 2001(f) - Applicable
- 2001(g) - Applicable

"Years" as used above refers to the length of service with the Employer (anniversary years).

- |                             |              |
|-----------------------------|--------------|
| <u>Article XXI</u>          | - Applicable |
| <u>Article XXII</u>         | - Applicable |
| <u>                    </u> | - Applicable |
| <u>Appendix I</u>           | - Applicable |
| <u>Appendix II</u>          | - Applicable |

**APPENDIX B****CASUAL EMPLOYMENT****Definition:**

An employee who does not regularly work a predetermined schedule but is used to cover unforeseen or intermittent work requirements lasting not longer than fifteen (15) consecutive working days. Casual employees shall declare on a bi-weekly basis availability or non-availability for work on specified days of the next two (2) week period. Casual employees who declare themselves available for any shift and later become unavailable for work shall notify the Employer 24 hours prior to the commencement of the scheduled shift, except in extenuating circumstances.

This Appendix sets out the terms and conditions applying to all casual employees of the Employer covered by this Agreement.

**Article I** - Applicable

**Article II** - Applicable

**Article III** - Applicable

Applicable as per main agreement or part-time agreement depending on whether casual employee is working full-time or part-time respectively.

When there is a shift operation in place, employees may be scheduled at any time during the sixteen (16) or twenty-four (24) hour shift operation provided the employee is scheduled for no more than the regular daily hours (6 1/2, 7 or 8) for a full-time employee. In the event an employee is scheduled to work in excess of such hours (6 1/2, 7 or 8 whichever is applicable) the additional hours will be compensated at overtime rates (including premiums if applicable).

**Article VI**

601 - To be effective January 23, 1989 with placement in the range to be based on number of years' service (1500 hours equals 1 year) and recognizing hours paid prior to 1984.



- Vacation pay as per part-time provision but a year represents 1500 paid hours.
- 604 - Applicable as per part-time agreement provided employee has been scheduled in advance to work.
- 605(a) - Applicable provided employee has completed 976 worked hours. Such employees will be granted Parental Leave without pay for up to six (6) months provided the employee is available for work following the period of leave.
- 606 - Applicable as per part-time agreement provided employee has been scheduled in advance to work.
- 609(a) - Applicable
- 612 - Applicable as per part-time agreement.
- 613 - Applicable as per part-time agreement.
- 614 - Applicable as per part-time agreement.
- 615 - Applicable as per part-time agreement.
- 616 - Applicable as per part-time agreement.
- 617 - Applicable as per Workers' Compensation legislation (covered by provisions of temporary agreement if filling a temporary position).

**Articles VIII and IX, Clauses 901 and 902**

Employees hired on a casual basis and who work more than 976 cumulative hours with no break in service of more than 90 consecutive calendar days, unless such break in service is due to certified illness, shall have completed the waiting period which shall entitle such employees, in addition to the other various clauses and articles in this appendix, to the following:

- (i) priority over casual employees with less than 976 cumulative hours for purposes of work assignment opportunities within specified geographical locations, provided such employees have the required qualifications which may include specific knowledge of a particular function or work area, provided such is necessary.
- (ii) Seniority will be calculated on the basis of hours worked but will only be recognized in accordance with (iii) below.

- (iii) Such employees shall be entitled to any entrance level position in accordance with Clause 11.1.1 or 11.1.2 of the full-time or part-time agreement (as applicable). In the event the employee is the successful applicant, the probationary period will be waived provided the majority of hours worked have been in the same type of work as that in which the employee has been the successful applicant. The employee will be subject to the three (3) month trial period, if applicable. Such successful employee will be immediately enrolled in the benefit plans (recognizing any time lag specified in the individual benefit plans).

Article X - Applicable

Article XI - Applicable

Article XII - Applicable

Article XIII - Applicable

Article XIV - Applicable

Article XV Upon completion of the recognized waiting period (976 hours as earlier laid out), such employees shall receive 8% added on to their hourly rate for all hours worked in lieu of benefits received by full-time employees (retroactive to January 1, 1989) provided no break in service of more than 90 consecutive calendar days.

Article XVI - Applicable

Article XVII

1701 - Applicable as per part-time agreement.

1702-1704 - Applicable but for purposes of this article, a year represents 1500 paid hours. This clause effective 1 January 1989.

1705	-	Applicable
1707	-	Not applicable except if casual employee is successful in a competition for a regular full-time or part-time position, the time spent as a casual (1500 paid hours equates to 1 year) will be recognized provided no break in service of more than 90 calendar days.
<u>Article XVIII</u>		
		Applicable
<u>Article XIX</u>		
		Applicable
<u>Article XXI</u>		
2101		Applicable
2102		Applicable
2103		Applicable
2105		Applicable
2107		Applicable
2108		Applicable
2109		Applicable
2110		Applicable
<u>Article XXII</u>		
		Applicable
<u>Article XXIII</u>		
		Applicable
<u>Appendices</u>		
I.		Applicable
II.		Applicable
A.		Applicable as mentioned in Appendix B including rates of pay.

**APPENDIX C**

**TEMPORARY EMPLOYMENT**

1. Temporary employment opportunities arise in two (2) general categories;
  - .1 employees required to replace employees absent on leaves contemplated/provided in Collective Agreements such as Parental Leave, Workers' Compensation, the Income Protection Plan and Long Term Disability;
  - .2 special, limited duration situations which arise from such things as experimental and/or special programs.

2. **UNDERSTANDINGS**

- 1) 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 IX, Clause 902 or the provisions of Article VIII, Probationary Period.
- 2) 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 Appendix.
- 3) All Temporary Employees falling within the Scope of the Ottawa-Carleton Public Employees' Union, Local 503, 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.
- 4) 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.

- 5) 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.
- 6) The word "service", when used in this paper, refers to actual paid time worked with the Employer.

### 3. COLLECTIVE AGREEMENT VARIATIONS - APPOINTMENT

[4	<u>Temporar</u>	<u>Em</u>	<u>A</u>
	<u>(Special</u>	<u>Limited Duration</u>	<u>t</u>

- .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/her 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 period - outlined in Article 902(c)).
  - (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 (6) months and has not been filled on an Acting basis, a meeting/discussion shall take place between the Personnel 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 IX, Clause 902.

(B) Replacement Employment Situation As Per Section 1.1 (Absent On Leave Situations)

- .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 3.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 3.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 IX, Clause 902.

(C) Secondary Temporary Reaquirements

When a temporary employment need is filled by a seniority employee further to Section 3.A.1 or 3.B.1(ii), the resulting vacancies shall be filled in accordance with the procedure set out at 3.A.2(i).

4. COLLECTIVE AGREEMENT VARIATIONS - BENEFITS

- (A) Continuous Service (in one or more temporary assignments)

- .1 After 3 months - 4 1/2 sick leave days (credits) for future use and accumulate at rate of 1 1/2 days per full month worked thereafter (not eligible for pay out).
- .2 After 6 months - sick leave accumulation (as above) continues and employee is to receive 8% in lieu of benefits.
- .3 After 12 months - Payment of money in lieu of benefits ceases and employee is enrolled in OHIP, EHC package, group life, dental LTD and OMERS; sick leave accumulation ceases and balance is deleted: employee is placed at "after one year" plateau in IFP 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 - 4 1/2 sick leave days (credits) for future use and accumulate at rate of 1 1/2 days per full month worked thereafter (not eligible for pay out).
- .2 After 6 months - sick leave accumulation (as above) continues and employee to receive 8% in lieu of benefits.
- .3 After 12 cumulative months
  - the employee is automatically on a three (3) month probation period during the current or next assignment. At the completion of the probationary period, benefits are as per 4(A).3.

5. 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.