
AGREEMENT
BETWEEN

THE REGIONAL MUNICIPALITY
OF OTTAWA-CARLETON

AND

THE CIVIC INSTITUTE OF
PROFESSIONAL PERSONNEL (HEALTH DEPARTMENT)

Date of Expiry: March 31, 1996

THIS AGREEMENT made the 1st day of August, 1993 between:

THE REGIONAL MUNICIPALITY
OF OTTAWA-CARLETON (HEALTH DEPARTMENT)
(hereinafter called the "**Employer**")
of the First Part;

and

THE CIVIC INSTITUTE OF
PROFESSIONAL PERSONNEL
OF OTTAWA-CARLETON
(hereinafter called the "**Institute**")
of the Second Part.

THIS AGREEMENT has been entered into under the authority of the Regional Municipality of Ottawa-Carleton and confirms the terms of an Agreement entered into between the Regional Municipality of Ottawa-Carleton and the Civic Institute of Professional Personnel of Ottawa-Carleton acting on behalf of certain employees as set forth in Appendix A of this Agreement and in the salary schedules forming part of this Agreement.

In this Agreement

(a) "Institute" means the Civic Institute of Professional Personnel of Ottawa-Carleton;
(b) "**Employee**" means all employees in the classification as set forth in Appendix A;
(c) "Employer" means the Regional Municipality of Ottawa-Carleton.

WHEREAS it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Institute 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 establish clearly the remuneration, hours of work and conditions of employment to be observed by the Employer and the Institute;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Scope	1
2. Responsibility of the Employer	2
3. Responsibility of the Institute	3
4. Hours of Work	4
5. Extra Professional Services	6
6. Annual Leave	8
7. Income Protection Plan	11
8. Terminal Allowance	15
9. Bereavement Leave	16
10. Leave of Absence Without Pay	18
11. Parental Leave	19
12. Retirement Leave	21
13. Special Leave	23
14. Armed Forces Summer Camp	24
15. Statutory and Declared Holidays	25
16. Jury and Witness Duty	26
17. Time Off For Voting	27
18. Grievance Procedures	28
19. Arbitration Procedure - Rights Dispute	31
20. Institute Fees	32
21. Insurance Plans	33
22. Termination Resulting From Organizational Changes .	37
23. Layoff and Recall	39
24. Seniority and Service	40

<u>Article</u>	<u>Page</u>
25. posting of Vacancies	43
26. Joint Consultation	45
27. Automobile Expense	46
28. Salary Administration	47
29. Leave Of Absence - Union Business	49
30. Notification Of Changes In Membership	50
31. Career Development	51
32. Employee Performance Review And Employee Files	53
33. Longevity Pay	54
34. Categories Of Employees	55
a) Permanent Full-Time	55
b) Permanent Part-Time	55
c) Temporary Employment	59
i) Full-Time	59
ii) Part-Time	61
d) Regular Relief In Home Care	61
35. Legal Protection	62
36. Duration Of Agreement	63
37. Arbitration Respecting Interest Disputes	64
Signature Page	66

<u>Appendices</u>	<u>Page</u>
A Classifications	67
Scope	69
B Educational Leave Policy	70
C Language Rights	72
D Employer/Employee Initiated Overtime	73
E Protection of Health Department Equipment	74
F Sabbatical Leave	75
G New Positions	79
H Job Sharing	80
I Professional Responsibility	81
J Car Repairs/Maintenance	82
K Recognition of Work Related Experience	83
L Expanded Hours of Work	84
M Illness While on Annual Leave	85
N Classification Review - Nutritionist	86
O Salaries	87
P Special Leave	91

ARTICLE 1 - SCOPE

- (a) This Agreement shall include all positions of a professional/paraprofessional nature and includes those positions already listed in Appendix A.
- (b) The Employer agrees to advise the Institute, in writing, of any new position created within the bargaining unit.
- (c) Where the Institute feels that the classification level assigned to a newly created position is inappropriate, the Institute may apply to the Commissioner of Human Resources (copy to the Director of Administration, Health) for a review. The decision of the Employer is final.
- (d) Wherever the feminine is used in this Agreement, it shall be considered as if the masculine has been used wherever the context **so** requires.

ARTICLE 2 - RESPONSIBILITY OF THE EMPLOYER

- (a) The Employer recognizes the Institute as the exclusive bargaining agent for all employees in the bargaining unit as defined in Article 1 and Appendix "A" of this Agreement.
- (b) The Employer agrees that it will not interfere with the rights of the employees as may be provided in this Agreement.
- (c) The Employer and employees agree to abide by the Ontario Human Rights Code. It is understood that complaints under the jurisdiction of this Provincial legislation are not grievable under the terms of this Collective Agreement.
- (d) The Parties to this Agreement recognize that it is the responsibility of the Employer:
 - i) to maintain order, discipline and efficiency;
 - ii) to classify positions;
 - iii) to hire, transfer and promote employees subject to provisions of Article 28;
 - iv) to suspend, discharge or otherwise discipline employees for cause, subject to the right of the employee concerned to file a grievance under the procedure outlined in Article 18 of this Agreement.
- (e) No right, benefit or privilege now enjoyed, received or possessed by any employee shall be altered or revoked without prior consultation with the Institute.
- (f) The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and agrees that it and each of its authorized representatives will observe the provisions of this Agreement.
- (g) The Employer agrees that any reports or recommendations to Regional Council respecting matters of substance covered by this Agreement but not respecting the administration of this Agreement, until such time as either Party may serve notice to bargain collectively in accordance with the provisions of paragraph (e) of Article 36, will be communicated to the President of the Institute coincidental to the referral to Regional Council.

ARTICLE 3 - RESPONSIBILITY OF THE INSTITUTE

- (a) The Institute recognizes and accepts the provisions of this Agreement as binding upon it, each of its officers, representatives and employees represented by the Institute will observe the provisions of this Agreement.
- (b) The Institute agrees that it will consider any reports or recommendations to Regional Council dealing with matters covered by this Agreement or concerning the Institute or its members and to express its opinion before the matter is to be dealt with by Regional Council.
- (c) The Employer shall provide to each new employee in the bargaining unit, an information package provided by the Institute, The package will be given to the employee during their first five days of employment.

ARTICLE 4 - HOURS OF WORK

- (a) The work week shall be Monday to Friday, with Saturdays and Sundays as days of rest.
- (b) Except as provided in paragraph (c)
 - i) the hours of work from the 1st day of June in each year that is a normal working day to the Friday prior to Labour Day in each year shall be thirty-two and one-half (32 1/2) hours per week, six and one-half (6 1/2) hours per day and shall take place between the hours of 8:00 a.m. and 6:00 p.m. and
 - ii) the hours of work for the remainder of the year shall be thirty-five (35) hours per week, seven (7) hours per day and shall take place between the hours of 8:00 a.m. and 6:00 p.m.
- (c) Nurses paid under schedule "B" who are assigned to one or more of the elementary or secondary schools on a full time basis shall perform all school related services required during the school year. A school year shall commence in September of one year and end in June of the following year and shall be comprised of:
 - i) the number of instructional days for all students
 - ii) the number of professional activity days, and
 - iii) a maximum of five (5) additional days which may be worked either before the commencement of one school year or after the completion of that school year or in part before the commencement of the school year and in part after the completion of the school year.
- (d) Employees to whom the provisions of paragraph (c) apply are not required to perform any services during the Christmas Holidays or the Mid-Winter Break and these holidays are days of leave with pay.

- (e) Employees to whom the provisions of paragraph (c) apply may elect to work as Public Health Nurses between the end of one school year and the commencement of the next school year and this election must be made known to the Employer in writing on or before April 30 in each year. The Employer agrees to notify, in writing, those employees for whom work is available during the months of July and August on or **before** the 15th day of May in each year. The work day for such employees shall be six and one-half (**6 1/2**) hours per day exclusive of a lunch break.
- (f) Weekend stand by hours shall be **8:30** to **16:30** hours.
- (g) See also Letter of Understanding, Appendix D, which is attached to and forms part of this Agreement.

ARTICLE 5 - EXTRA PROFESSIONAL SERVICES

- (a) All time in excess of the standard hours of work or outside the normal working hours as defined in Article 4 (b) shall be considered as overtime subject to the following conditions:
 - i) prior authorization must be obtained from the employee's direct work supervisor;
 - ii) time less than fifteen (15) minutes shall not be counted. Time in excess of fifteen (15) minutes shall be counted as total time worked.
- (b) Compensation for overtime worked may be taken either in compensatory time off or in cash at the discretion of the employee at the rate of time and one-half for each hour worked.
- (c) Where an employee is called back to work by the Employer at anytime outside the employee's normal working hours, the employee shall earn compensatory leave credits or compensation at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, or a minimum of three (3) hours, whichever is greater. When the employee has completed her/his daily schedule of work and has left the premises of the Employer, and is subsequently required to work overtime, such overtime shall be calculated portal to portal.
- (d) When an employee is placed on stand-by during a weekend, the employee shall be paid:
 - i) three and one-half (3 1/2) hours per twelve (12) hour on call, or
 - ii) the compensation received in accordance with Section (c), whichever is greater.
- (e) Consistent with the requirements of the Employer and subject to adequate advance notice by the employee, the Employer shall grant compensatory leave at times which are mutually acceptable to the employee and to the Employer. Special consideration will be given by the Employer to employees who wish to take compensatory leave at times which are contiguous to periods of annual leave.
- (f) The employee must make an election on each occasion when applying for extra-professional service credit between compensation in cash or leave.

Extra professional services to be compensated for by cash shall be recorded by the employee's department for each two week pay period. When the employee elects compensation in the form of cash, the employee shall **be** paid following the pay period in which it was earned.

The accumulated compensatory leave credits shall not exceed seventy (70) hours at any time. Any credits over the 70 hour maximum leave balance will be paid out in cash. Only when an employee has reduced the leave bank **to** less than 70 hours will the employee be allowed to earn additional leave credits up to the 70 hour maximum.

- (g) An employee who has accumulated compensatory leave credits during the course of the year must make an election before the end of the last pay period in December for the disposition of those accumulated credits, utilizing one of the following options:

- compensation in the form of cash
- i) leave
- ii) carryover of credits

When an employee fails to exercise one of the options, the compensatory leave credits shall automatically be paid for in the form of cash.

ARTICLE 6 - ANNUAL LEAVE

- (a) Annual leave shall be earned and granted to all employees at the following rates:
 - i) three (3) weeks per year, which is earned at the rate of one and one-quarter ($1\frac{1}{4}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed less than one (1) year of continuous employment;
 - ii) four (4) weeks per year, which is earned at the rate of one and two thirds ($1\frac{2}{3}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed one (1) but less than thirteen (13) years of continuous employment;
 - iii) five (5) weeks per year, which is earned at the rate of two and one-twelfth ($2\frac{1}{12}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed thirteen (13) years but less than twenty-five (25) years of continuous employment;
 - iv) six (6) weeks per year, which is earned at the rate of two and one-half ($2\frac{1}{2}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed twenty-five (25) or more years of continuous employment.
- (b) An employee may be granted:
 - i) annual leave up to the amount of earned credits during the first six (6) calendar months of employment; and
 - ii) annual leave in excess of the earned credits to the extent of credits that would accumulate to the end of that year, after the first six (6) calendar months of employment.
- (c) If an employee has taken more leave than has been earned at the time when the employee's services are terminated for a reason other than lay-off or death, the salary overpayment resulting from the use of the unearned annual

leave shall be recovered from the employee by the Employer.

- (d) Employees shall make their requests for annual leave dates known to the Employer as early **as** possible in each year. Vacations shall be scheduled at a time mutually agreed upon between the Employer and the employee. In the event that leave requests are submitted by more than one employee for the same vacation dates, seniority shall be the deciding factor. Once an employee's vacation request has been approved, it shall not be revoked or changed without reasonable cause. Other than as set out herein, seniority shall not be used in choice of vacation dates.
- (e) Subject to operational requirements, the Employer agrees to permit employees to take all of the annual leave earned by them in the year in which it is earned. Where, however, in any year the Employer has been unable to grant all of the annual leave earned by the employee in that year, the unused portion of annual leave shall be carried over into the following year to the maximum number of days earned by the employee in that calendar year.
- (f) The Employer will notify the employee by September 1st of the year following the year in which leave was earned of any such untaken or unscheduled leave in order that the leave shall be scheduled prior to the end of the year.
- (g) When the employment of an employee is terminated for any reason and the employee has earned but unused annual 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 annual leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment.
- (h) For the purpose of vacation calculation, the vacation year shall be January 1 to December 31, inclusive.
- (i) Deferred Vacation For Retirement Purposes
An employee who has completed twenty (**20**) or more years of continuous service and who is age fifty-five (55) or more, shall be entitled to defer Annual Vacation leave for retirement purposes subject to the following stipulations:

- i) such deferment of Annual Vacation is to a maximum of one (1) week per year, and to a maximum total of ten (10) such weeks of deferred vacation leave for retirement purposes;
- ii) such Deferred Vacation Leave is to be used immediately prior to normal retirement only and is to be used as pre-retirement leave;
- iii) the request to defer vacations must be made known to the Human Resources Department, in writing, prior to December 31 of the year in which such week of Deferred Vacation is earned;
- iv) an employee who terminates employment prior to Normal Retirement (or who dies) shall be paid for such Deferred Vacation at termination;
- v) where Terminal Leave, Vacation Carryover, Vacation Earned in Year of Retirement, and Overtime Credits entitlements are due and owing to a retiring employee under this Agreement, such entitlements shall be in addition to Deferred Vacation under this Article;
- vi) an employee who has Deferred Vacation credits shall not be entitled to any other leaves of absence during such Deferred Vacation Leave. At the commencement of Deferred Vacation Leave, the employee's position shall be declared vacant.

ARTICLE 7 • INCOME PROTECTION PLAN

- 7.1 All regular employees who have completed one (1) month of continuous service 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:

Length of Service	Full Salary (weeks)	66 2/3% Salary (weeks)
Less than 6 months	1	1
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years or over	17	0

For Income Protection purposes an employee's earnings shall be defined as the basic earning immediately prior to the commencement of the disability. The employee shall not lose any salary increment or negotiated settlement increases that would have been paid had the employee not been receiving Income Protection benefits.

- (a) An employee must provide the Head of the employee's Department with a statement signed by the employee that due to the non-occupational illness or injury the employee was unable to perform his/her duties. The Head of the Department shall thereupon forward the statement to the Human Resources Department.
- (b) Income protection is only available by reason of non-occupational illness or injury and the Employer may ask for a medical certificate.
- (c) The medical certificate will be treated as a confidential document and may be submitted by the employee directly to the Human Resources Department. It will be retained in the employee's confidential personnel file.
- (d) The Employer may refer the employee, the statement signed by the employee and/or the certificate signed by the medical practitioner to the Employer's Medical Officer

for investigation and report.

(e) Reinstatement of Entitlement

The entitlement of an employee to 17 weeks of full salary days and/or sixty-six and two-thirds ($66\frac{2}{3}$) salary days of I.P.P. payment will be reinstated, in the following circumstances:

i) Unrelated Claim

In the case of an employee who has a second (or more) claim which is not related to a prior claim during which the employee used part or all of the 17 weeks of entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and completed at least one (1) full shift of duty.

ii) Related Claim

In the case of an employee who has a second (or more) claim which is related to a previous claim during which the employee used part or all of the 17 weeks of entitlement, the maximum applicable entitlement shall be reinstated provided thirty (30) days have elapsed from the return to work of the employee and the commencement of the related claim.

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

(f) Should an employee terminate before the completion of six (6) months' service, the Employer shall recover any money paid the employee by virtue of 100% salary protection under the plan.

(g) The difference between the Workers' Compensation Board payments and normal earnings shall be paid by the Employer and deducted from the accumulated sick leave of the employee if the employee so elects.

7.2 Concurrent with the introduction (January 1st, 1980) 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) An employee may use these credits to top up the 2/3's salary portion of the Income Protection Plan to full salary. This topping up shall be on the basis of 1/3 of a day for 1/3 of a day.
- (b) Terminal Allowance as set forth in Article 8.
- (c)
 - i) Should an employee use less than eight (8) 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 eight (8) days and the number of uncertified days actually used.
 - ii) Optionally the employee may:
 - receive pay for 50% of this difference, or take up to five (5) days of this difference, as additional paid leave under the same regulations as annual leave (except Clause 8(e)).
 - iii) Any excess may be added to the employee's credits which existed at the date of discontinuance of the former cumulative sick leave plan.
 - In order to allow an employee up to five (5) days' pay or five (5) days compensatory time off in relation to (ii), an employee may withdraw from the credits mentioned in (i) above on the basis of 2 days for each day paid or taken off.
 - iv) Any reduction from an employee's credits as outlined in (iii) above shall result in a corresponding reduction in the number of days eligible for payout on termination as per Article 8.
- (d) At the employee's option, the following payment methods are available to any employee who is entitled to a payout:
 - i) A lump sum payment at the time of termination or retirement, or
 - ii) Conversion to an individual income averaging annuity payable at normal retirement age, or
 - iii) Deposit into a Registered Retirement Savings Plan.

Any additional cost, other than administration costs

for providing the options specified in (ii) and
(iii) shall be met by the employee.

- (e) It is understood that the aforementioned Clauses of
Article 7.2 will not apply to employees hired on or after
the date of implementation of the new Income Protection
Plan.

ARTICLE 8 - TERMINAL ALLOWANCE

- (a) On termination of employment for any reason other than death, retirement or organizational change, an employee who has five (5) or more years of continuous employment shall be entitled to a pay out equal to the product obtained by multiplying one-half (1/2) the number of days of unused credits on termination of employment by the employee's daily rate of pay to a maximum of one hundred and thirty (130) days' pay.
- (b) On termination of employment by reason of death, retirement or organizational change, 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.

ARTICLE 9 - BEREAVEMENT LEAVE(a) Immediate Family Leave

Upon the death of a member of the Immediate Family of an employee, such employee shall be entitled to Bereavement Leave for the four (4) consecutive working days (for full-time employees) which next follow the date of death, and the employee shall be paid at regular rate for such working days as were scheduled for the employee during these four (4) days.

(b) Definition of Immediate Family

For the purpose of Bereavement Leave, Immediate Family is defined as father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, or a person who stood in loco parentis to the employee during the employee's minority.

(c) Definition of Spouse

For the purpose of Bereavement Leave, spouse shall mean a spouse by marriage in a marriage ceremony recognized under the laws of Canada, or a person of the opposite sex with whom the employee has been co-habiting as a spouse for one (1) or more years.

(d) Definition of Child

For the purpose of Bereavement Leave, a child shall mean the issue of the employee and his/her spouse as defined, or one formally adopted by the employee, or a legal ward, or the spouse's child who has been living with the employee for one (1) or more years.

(e) Extended Family Leave

Upon the death of a member of the extended family of an employee, such employee shall be entitled to Bereavement Leave for the three (3) consecutive working days (for full-time employees) which next follow the date of death, and the employee shall be paid at regular rate for such working days as were scheduled for the employee during these three (3) days.

(f) Definition of Extended Family

For the purpose of Bereavement Leave, Extended Family is defined as the employee's grandparent, son-in-law,

daughter-in-law, brother-in-law, sister-in-law and grandchild.

(g) Bereavement Leave and Vacation

Where part or **all** of the calendar days **set** out in Article 9(a) and 9(e) occur during an employee's scheduled vacation or on **a** Recognized Holiday, such vacation period affected, or Holiday shall be rescheduled.

(h) Travel Leave for Bereavement

Upon application, the Employer may grant, at its discretion, up to three (3) days' leave with pay for the purpose of travel to and from a funeral or a service arising out of this Article 9.

(i) Additional leave for Bereavement Purposes

In special cases where an additional extension of leave under this article may be required, application shall be made to the Human Resources Commissioner.

ARTICLE 10 - LEAVE OF ABSENCE WITHOUT PAY

- (a) Employees who desire leave of absence without pay shall make application through their Director, to the Director of Administration (Health).
- (b) Applications may ~~be submitted~~ to the Director of Administration (Health) for leave without pay (to a maximum of three days annually) to observe recognized religious holidays not considered within Article 15. Such requests will not be unreasonably denied.

ARTICLE 11 - PARENTAL LEAVE

- (a) An employee, upon written request to the Department Head, shall be granted parental leave of absence without pay of up to six **(6)** months. Upon application, an additional six (6) months will be granted subject to the Employer's ability to secure a suitable replacement.
 - (b) It is understood and agreed that an employee is not entitled to leave with pay for the period of parental leave.
 - (c)
 - (i) Effective January 1, 1990, a female employee in receipt of unemployment insurance benefits during a parental leave of absence shall be entitled to receive a supplementary unemployment benefit equivalent to the difference between the unemployment benefits she receives and 93% of her normal salary, and/or other earnings, for a period of up to fifteen (15) weeks. Parental leave shall otherwise be without pay.
 - (ii) Effective May 12, 1993, a female employee in receipt of unemployment insurance benefits during a parental leave of absence shall be entitled to receive a supplementary unemployment benefit equivalent to the difference between the unemployment benefits she receives and 93% of her normal salary, and/or other earnings, for a period of up to twenty-five **(25)** weeks. Parental leave shall otherwise be without **pay**.
- In the case of a male parent and for the purpose of this Article, parental leave of absence, without pay, commences the actual day of the birth.
- (d) In the case of the adoption of a child by an employee, parental leave of absence, without pay, commences the actual date that the child is received from the Agency.
 - (e) While on Parental Leave, employees with more than twelve (12) months of continuous service shall:
 - i) continue to accumulate continuous service
 - ii) retain their increment date

iii) provided the employee makes the necessary arrangements to pay their share, if any, of the Premium costs the Employer shall maintain the following benefits:

- OHIP
- Extended Health Care/Semi-private coverage
- Dental Insurance
- Life Insurance

ARTICLE 12 - 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 reached retirement age.
- (b) Female employees in the employ of the Employer prior to September 1, 1962 shall have the option of retiring on the anniversary of their sixtieth (60) birthday or on any subsequent anniversary up to their sixty-fifth (65) birthday. For all other employees the retirement age shall be sixty-five (65).
- (c) An employee who is entitled to a Terminal Allowance in accordance with the provisions of Article 8 may, subject to the approval of the Employer, advance his last day of employment prior to this effective date of retirement by the number of days of Terminal Allowance to which he/she is entitled and these days shall be called Retirement Leave.
- (d) The retiring employee's position shall be considered vacated on the effective date of retirement or on the day on which the employee commences Retirement Leave.
- (e) An employee on Retirement Leave shall continue to be entitled to either receive or contribute to, or both, all benefits of employment excepting the leave provisions of this Agreement during the period of Retirement Leave.
- (f) Those employees hired prior to July 1, 1965, who are enrolled in the City of Ottawa Superannuation Fund (COSF) shall have their superannuation governed by the by-laws of that Fund.
- (g) In the case of employees hired after July 1, 1965, their superannuation shall be governed by the Ontario Municipal Employees' Retirement System (OMERS) and any supplementary agreements with the Ontario Municipal Employees' Retirement System which may be applicable.

(h) The Employer agrees that it will not make any unilateral amendments to the provision of benefits under OMERS. Any changes or revisions shall be made with the concurrence of the Institute.

N.B. As a result of Provincial legislation passed January 28, 1983, members of OMERS have the option to retire with full earned pension if their age plus years of service equals or exceeds 90. In the event that a member retires before reaching 90 points, his/her earned pension shall be reduced by 5% for each year of retirement earlier than normal retirement, i.e. 65 years of age.

ARTICLE 13 - 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;
- 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;
- iv) The birth or adoption of a child.

Special leave is to be utilized solely for the purposes as specified in (i), (ii), (iii) and (iv) 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.

For personal reasons, an employee may elect to submit his/her justification for the special leave request directly to the Director of Administration.

In the event of an emergency situation, advance notice shall be waived. Special leave is limited to:

- 1) twenty-one (21) hours per annum, non-cumulative, and may be taken in one (1) hour periods.
- 2) Effective 12 May, 1993, twenty-eight (28) hours per annum, non-cumulative, and may be taken in one (1) hour periods.

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.

(Also refer to Appendix P - Special Leave).

ARTICLE 14 - ARMED FORCES SUMMER CAMP

The Employer shall grant one (1) week's leave with pay to any employee who has completed one (1) year of continuous employment to enable the employee to attend a Canadian Armed Forces Reserve Summer camp, upon production of satisfactory evidence from military authorities that the employee **did** attend. This provision is in addition to any annual leave as provided in Article 6 of this Agreement.

Payment to the employee during this period will be the difference between rank pay received by the employee from the Military and the normal pay entitlement of the employee under this Agreement.

ARTICLE 15 - STATUTORY AND DECLARED HOLIDAYS

- (a) The following days shall be Statutory or Declared Holidays with pay for all employees:
- NEW YEAR'S DAY
 GOOD FRIDAY
 EASTER MONDAY
 VICTORIA DAY
 CANADA DAY
 CIVIC HOLIDAY
 LABOUR DAY
 THANKSGIVING DAY
 REMEMBRANCE DAY
 CHRISTMAS DAY
 BOXING DAY
- (b) In addition to the Statutory or Declared Holidays listed in paragraph (a), any day proclaimed by the Governor General in Council or the Lieutenant-Governor in Council for the Province of Ontario, or the Chairman of the Regional Municipality of Ottawa-Carleton, shall be a Declared Holiday.
- (c) When a day designated **as** a Statutory or Declared Holiday under paragraph (a) or (b) above coincides with an employee's day of rest, the day of leave with pay shall be moved to the employee's first scheduled working day following the employee's day or days of rest.
- (d) When a day that is a Statutory or Declared Holiday for an employee falls within a period of leave with pay, the Statutory or Declared Holiday shall not count as a day of leave.
- (e) Any employee who is required by the Employer to work on any of the holidays listed in sections (a), (b) and (c) of this Article shall be compensated at the rate of time and one-half for each hour worked in addition to the pay for the holiday.

ARTICLE 16 - JURY AND WITNESS DUTY

- (a) Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, who is required
 - i) to serve on a jury, or
 - ii) to attend as a witness by subpoena or summons, or by providing proof satisfactory to the Employer being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized to compel the attendance of witnesses before it or before any person or body persons authorized by law to compel the attendance of witnesses before it.
- (b) An employee who is on leave of absence with pay and who is required to serve on jury or is called to give evidence under the provisions outlined in paragraph (a) above shall have the leave credits restored up to the number of days that the employee was required to serve on a jury or to give evidence.
- (c) Any fees received by an employee shall be paid to the Employer upon receipt thereof.

ARTICLE 17 - TIME OFF FOR VOTING

- (a) Employees who are qualified electors in a municipal or provincial election shall, for the purpose of casting their votes on an election day, be excused from their regular duties **for** a period sufficient to allow them three (3) consecutive hours immediately prior to the closing of the polls.
- (b) Employees who are qualified electors under the Canada Election Act shall, for the purpose of casting their votes on an election day, be excused from their regular duties for a period sufficient to allow them four (4) consecutive hours immediately prior to the closing of the polls.

ARTICLE 18 - GRIEVANCE PROCEDURES

- (a) For the purposes of this Agreement, a grievance is a complaint of one or more employees, the Institute, or the Employer which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto.
- (b) It is agreed that any general conditions of employment presently in force, and applicable to members of the bargaining unit, which are not specifically mentioned in this Agreement and are not contrary as to its intent, shall continue in force and effect, and deemed to form part of this Agreement.
- (c) The Parties to this Agreement share a desire to adjust employee complaints as quickly as possible. An employee who has a complaint may, within five (5) working days of the occurrence giving rise to the complaint, discuss this complaint with the supervisor so as to afford the employee's supervisor an opportunity to resolve the complaint.
- (d) It is agreed that an employee shall not file a grievance until the employee has discussed the complaint with the employee's immediate supervisor or the employee's designate supervisor in accordance with paragraph (c).
- (e) When an employee has presented a complaint to the supervisor and the complaint has not been resolved to the satisfaction of the employee within three (3) days of the meeting, the employee may file a grievance with the Institute Grievance Committee. The grievance must be signed and dated by the employee within fifteen (15) days of the day on which the employee was notified or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt by the employee of the supervisor's reply to that complaint, whichever shall last occur.
- (f) Where an employee has filed a grievance with the Institute Grievance Committee, the Institute may, within ten (10) days from the date thereof, present the grievance to the Director of Administration (Health). The Director of Administration (Health) shall meet with the grievor and the Institute representative within five (5) days from the day of which it was presented and shall, within five (5) days from the meeting, render his/her decision in writing.

- (g) If the Director of Administration (Health)
- i) fails to meet the grievor and the Institute representative, or
 - ii) fails to render his/her decision to the grievor and the Institute representative within the times prescribed in paragraph (f), or if
 - iii) the decision is not acceptable to the grievor and the Institute representative,
- the Institute Grievance Committee may forward a copy of the grievance to the Personnel Commissioner, or designate, within fifteen (15) days from the day on which the grievance was presented to the Director of Administration (Health).
- (h) The Commissioner of Human Resources, or designate, shall within seven (7) days after the service of the copy of the grievance upon him/her, meet with the Institute Grievance Committee and the Director of Administration (Health) and shall within five (5) working days after the meeting with the Institute Grievance Committee, notify the said Committee in writing of his/her decision with regard to the grievance. In the event that the decision of the Commissioner of Human Resources or designate is not acceptable to the Institute Grievance Committee, the grievance is to be submitted to Arbitration for final disposition in accordance with the procedure for Arbitration of Grievances contained in this Agreement.
- (i) Where the grievance relates to the discharge of an employee, the grievance procedure shall start with the Commissioner of Human Resources or designate in accordance with the provisions of paragraph (h).
- (j) Where the grievance is initiated by the Employer, the procedure shall start with the Commissioner of Human Resources or designate in accordance with the provisions of paragraph (h).
- (k) At any stage in the grievance procedure an employee may be present and shall be represented by the Institute, in the presentation of a complaint or grievance.

- (1) The time limits' expressed in this Article are working days and may be extended by mutual agreement between the Institute and the Commissioner of Human Resources or designate. In each case, a request to extend the time limits must be in writing stating the reasons for the request. The Commissioner of Human Resources or designate, or the Institute shall reply in writing. Copies shall be forwarded to the grievor and Director of Administration (Health).

ARTICLE 19 - ARBITRATION PROCEDURE - RIGHTS DISPUTE

- (a) Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure established by Article 18, notify the other Party in writing of its desire to submit the matter to Arbitration. Any matter so referred to Arbitration shall be heard by a Board of three (3) arbitrators composed of an Arbitrator appointed by each of the Parties and a third Arbitrator mutually agreed upon by both Parties and who shall serve as Chairperson. The notice shall contain the name of the first Party's appointee to the Board. The recipient of the notice shall within ten (10) days inform the other Party in writing of the name of its appointee to the Board.
- (b) **If** the recipient of the notice fails to reply to the notice, or if the Parties fail to agree upon a Chairperson within ten (10) days the appointment(s) shall be made by the Minister of Labour for Ontario upon a request of either Party.
- (c) The Arbitration Board shall hear and determine the matter and shall issue a decision and the decision is final and binding upon the Parties and upon the ~~employees~~(s) affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.
- (d) The Arbitration Board shall not have the power to alter or amend any provision of this Agreement or to substitute any new provision for an existing provision or to render any decision inconsistent with the provisions of this Agreement.
- (e) Each Party shall pay all expenses of its nominee to the Board and both Parties shall bear equally the expenses of the Chairperson and all other expenses of the Arbitration.

ARTICLE 20 - INSTITUTE FEES

- (a) The Employer shall deduct an amount equal to the monthly membership dues from all present members of the Institute, other professional employees who have signed a payroll deduction form and from all future employees in the bargaining unit represented by the Institute who shall become and remain members of the Institute in good standing in accordance with the By-laws of the Institute.
- (b) The amounts deducted in accordance with paragraph (a) shall be remitted to the Treasurer of the Institute by cheque in the month following the month in which the deductions were made.
- (c) Membership dues shall not include entrance fees or special assessments levied by the Institute.
- (d) The Institute will jointly and severally indemnify and save harmless, the Employer and all its officers and employees from any and all claims, demands 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 pursuant to this Article.

ARTICLE 21 - INSURANCE PLANS

- (a) Employees, excepting only those employees who are included in another group, are required as a condition of employment to be insured under the Insurance Plans noted in this Article 21 or equivalent plans.

(b) Health Insurance

Upon completion of six (6) months of continuous employment and for the duration of this Agreement, the Employer agrees to pay the premium for every employee for their participation in

- i) Ontario Health Insurance Plan,
- ii) a group plan for supplementary hospital care, and
- iii) a group plan for Extended Health Care including Vision Care coverage at \$200.00 net per claimant every 24 months.
- iv) or any plans substituted by the Employer shall be at least the equivalent to the benefits currently received by the employees on the basis of either single or family membership as the case may be for each employee who is included and insured in the Employer's Groups.

(c) Dental Insurance

Upon completion of six (6) months of continuous employment, the Employer shall pay

- i) 75% of the cost of a Dental Plan equivalent to Blue Cross Number 7 with Rider #1.
- ii) Effective 1 July 1993, 75% of the cost of a Dental Plan to a maximum of \$15.25 single/month or \$39.00 family/month,

equivalent to Blue Cross Number 7 with Riders 1, 2, 3 and 4 at the current O.D.A. Schedule of Fees.

Rider 2 Equivalent - Prosthodontic Services

Dentures and partials covered up to 80% of schedule with a \$1,000 annual maximum per claimant.

Rider 3 Equivalent - Orthodontic Services

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 \$1,000 annual maximum per claimant. \$3,000 overall lifetime maximum per claimant.

(d) Life Insurance

Upon completion of six (6) months of continuous employment, the Employer agrees to pay seventy-five (75%) percent of the premium required for each employee insured under the Group Life Insurance Plan as follows:

- 1) The coverage for each employee shall be an amount equal to two and one-half (2 1/2) times the employee's annual salary rounded to the nearest \$1,000 of benefits;

(e) Long Term Disability Insurance

- 1) Upon completion of six (6) months of continuous employment, an employee shall be eligible to apply for Long Term Disability benefits (66 2/3 of salary on date of disability) commencing seventeen (17) weeks after the date the employee became continually disabled. The Employer shall reimburse the employee for the full premium cost of this insurance.
- 2) Effective 19 May 1993, upon completion of six (6) months of continuous employment, the Employer shall pay the full premium cost for coverage by a Long Term Disability Insurance Plan which provides 75% of salary on date of disability commencing seventeen (17) weeks after the date the employee became continually disabled.

The terms and conditions for Long Term Disability Insurance shall be as outlined in the Master Contract, the conditions of which shall not be changed without the consent of the Institute.

An employee's position will not be declared vacant nor will an employee be terminated:

- i) until six (6) months from the date of commencement of disability or
- ii) to the extent of the employee's banked sick credits to a maximum of one (1) year if such credits exceed six (6) months.

The above limits may be extended upon written request by the employee and written approval by the Department Head.

- (f) The Employer shall deduct the premium, or the employee's share, if any, from the pay of every employee who is insured under the Insurance Plans.
- (g) If the premiums for any of the Insurance Plans decrease during the term of this Agreement, the Employer agrees to enter into discussions with the Institute as to how the savings resulting therefrom may best be used for the benefit of the employees in the bargaining unit.
- (h) (i) The Employer shall provide a payment equal to that of OHIP premiums to employees who reside in the Province of Quebec. The payment will be an amount equal to what would have been paid by the Employer had the Quebec resident lived in Ontario during the previous year. In the case where a married couple is engaged by the Employer, one payment equal to the OHIP dependent coverage will be made annually.
- (ii) 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 the total period of residence. Employees who fail to notify the Employer of their change of address, and for whom 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.

- (i) It is the responsibility of the employee to notify the Employer of any changes of status (i.e. family to single coverage, etc.). Should the employee fail to notify the Employer of a change in marital status, the Employer will not be held responsible for any lack of coverage in this regard.

ARTICLE 22 - TERMINATION RESULTING FROM ORGANIZATIONAL CHANGES**(a) Employer Shall Endeavour to Relocate**

When a permanently established position is declared surplus or redundant, the Employer shall endeavour to find alternative employment following the notice of termination. "Declared surplus or redundant" shall mean when the position in question is deleted from the establishment of the Employer.

(b) placement in Lower Salary Position

If the employee is placed in a position having a lower salary range, an employee having five (5) or more years of continuous service shall remain at the formerly held salary until such time as the salary of the position in which such employee has been placed equals or exceeds the salary of the previous position, at which time the employee shall be placed in the new salary range at the first incremental step above the former salary. An employee with less than five (5) years of continuous service shall be placed in the new and lower salary range upon assuming that position.

(c) Notification of Termination

If the Employer is unable to find alternative employment for the employee in question, the employee shall be given a lump sum upon termination in accordance with the following schedule:

- i) if the employee has more than one (1) year but less than three (3) years of continuous service, a lump sum payment equal to two (2) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus;
- ii) if the employee has three (3) years but less than five (5) years of continuous service, a lump sum payment equal to three (3) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus;
- iii) if the employee has five (5) years but less than eleven (11) years of continuous service, the employee shall be entitled to a lump sum payment equal to four (4) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus;

- iv) if the employee has eleven (11) years but less than sixteen (16) years of continuous service, the employee shall be entitled to a lump sum payment equal to six (6) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus;
- v) if the employee has sixteen (16) years but less than twenty (20) years of continuous service, the employee shall be entitled to a lump sum payment equal to nine (9) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus;
- vi) if the employee has twenty (20) or more years of continuous service, the employee shall be entitled to a lump sum payment equal to twelve (12) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

In addition to the amount for which the employee has qualified in this Article, the employee shall be entitled to any other Separation Allowances as described in this Collective Agreement.

ARTICLE 23 - LAYOFF AND RECALL**(a) Definition of Layoff**

A layoff is a temporary cessation of work due to a lack of work or other legitimate reason, during which the employee is severed from her job without pay, and which contemplates that when work becomes available for which the employee is qualified, such employee shall be recalled if within one (1) year of the layoff.

(b) Placement of Laid Off Employees

The Employer shall endeavour to find alternative employment for a laid off employee during layoff.

(c) Notice of Layoff

Employees who are to be laid off shall be given four (4) weeks' notice or pay in lieu of notice of such layoff.

(d) Bumping Rights

A laid off employee is entitled to bump (i.e. displace a junior employee who is occupying a job for which the senior employee is qualified), recognizing the obligation of the Employer to retain a competent and qualified workforce.

(e) Red-Circling of Senior Employees

An employee who bumps a junior employee as set out in Article (d) above shall be placed in that new salary range at a position which is closest to, but not in excess of the employee's previous salary. In addition, the employee shall receive each year, in cash, the difference between their former salary and new salary until such time as through negotiated increases, the new salary has reached their old salary. An employee in such a new position shall establish a new anniversary date for merit increase purposes.

(f) Order of Layoff and Recall

Subject to the ability to perform all of the functions of the work available, employees shall be laid off and recalled in seniority order.

ARTICLE 24 - SENIORITY AND SERVICE**(a) Definition and Application of Seniority**

Within the terms of this Agreement, seniority shall be used as a measure of preference or priority in matters pertaining to promotion, demotion, layoff or recall, subject to the obligation and right of the Employer to maintain a workforce capable of performing the work required.

For permanent full-time employees, seniority shall mean the length of continuous service of an employee within the bargaining unit. Seniority shall commence from the first day of continuous employment, provided the employee has completed the probationary period.

For the purposes of this article, no employee shall be deemed to have ceased to be continually employed by reason only of being absent from work on statutory holidays, on parts of regular working days, or on any leave duly authorized under the provisions of this agreement or because of any layoff lasting not more than 90 calendar days, or because of absence due to an industrial accident under the terms of the Worker's Compensation Act of Ontario and consistent with the terms of this agreement.

(b) All new permanent full-time employees coming within the scope of this agreement shall be on a probationary period of 6 calendar months. All new permanent part-time employees shall serve a probationary period of 624 hours or a maximum of one year.

A temporary full-time employee entering a full-time permanent position will not be required to serve a probationary period provided the employee fulfills all of the following:

- (i) the full-time temporary employee has completed at least 6 months in a specific full-time temporary position;
- (ii) the full-time temporary position is identical to the full-time permanent position the employee is entering;

(iii) the employee held the identical full-time temporary position for at least 6 months immediately prior to entering the full-time permanent position.

"Identical" as used in this article refers to identical current position description.

- (c) The Employer agrees that, in considering employees for promotion to a higher level, the following factors shall be applied
 - i) the ability, knowledge, training, skill and efficiency of the employee, and
 - ii) relative seniority

When factor (i) is to all intents and purposes equal between two or more employees, relative seniority shall be the determining factor.

- (d) In the month of January of each year, the Employer shall submit to the Institute a list showing each employee's name, address, professional category, date of employment and seniority date. The Employer shall also submit to the Institute a separate list for part-time employees showing each employee's name, address, professional category, and date of employment.
- (e) A part-time employee whose status is changed to full-time will receive seniority credit of one year for each 1700 compensated hours of employment. A full-time employee whose status is changed to part-time will be credited with 1700 compensated hours seniority for each year of employment.
- (f) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
 - i) approved leave of absence with pay;
 - ii) parental leave;
 - iii) approved leave of absence without pay of eight (8) weeks duration or less;
 - iv) when in receipt of income protection plan.
 - v) when in receipt of Workers' Compensation.

- g) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
 - i) approved leave of absence without pay of more than eight (E) weeks duration;
 - ii) when absent due to illness during a period of one year after income protection plan has been exhausted;
 - iii) for a period of one year after layoff due to a reduction in required staff.

ARTICLE 25 - POSTING OF VACANCIES

- (a) (i) The Employer agrees to post notices of **all** bargaining unit vacancies for a minimum of two (2) weeks prior to making an appointment of such position in order that employees interested may apply. The Employer agrees to post such notices on its notice boards.
- (a) (ii) An employee selected to fill a full-time permanent vacancy following an internal competition shall be subject to a three month trial period in that position provided the employee has completed a probationary period. The purpose of the trial is to permit the employer to ascertain if the employee is suitable and capable of performing the work of the position and for the employee to ascertain whether the work of the position is suitable to her. Should the employer find the employee unsuitable or incapable of performing the work of the position or the employee finds the work unsuitable, the employee shall be returned to her former position. An employee returned to her former position shall have access to the grievance procedure. Any other employee promoted or transferred because of this re-arrangement of position shall also be returned to her former position because of the subsequent re-arrangement and shall not have access to the grievance procedure.

It is understood that "suitable" and "unsuitable" above refers to the nature of the work.
- (b) A vacancy will not be deemed to exist unless there is an unfilled position on the approved establishment of the Health Unit.
- (c) Temporary vacancies of more than 6 months arising from leave of absence situations will be posted but there is no requirement to post any vacancies arising from the filling of the initial posting.
- (d) (i) In the filling of all vacancies of a permanent nature, prior consideration will be given to qualified internal candidates. Internal candidates are defined as any employee within the bargaining unit employed in a full-time, part-time or temporary basis.

- (ii) Probationary employees shall not be eligible to apply to full-time vacancies except with the prior approval of the Director of Administration (Health). Such approval will not be unreasonably withheld.
- (iii) External candidates will not be interviewed until all internal candidates have been properly assessed.

ARTICLE 26 - JOINT CONSULTATION

- (a) The Parties acknowledge the mutual benefits to be derived from joint consultation and will continue to consult on matters of common interest.
- (b) The Parties agree that the Personnel Advisory Committee shall meet on the third Monday in each month excepting the months of July and August, providing that an agenda of items for discussion exists.
- (c) Representatives of the Institute and of the Employer should normally submit items for the agenda of the monthly meetings to the Director of Administration not later than fourteen (14) days prior to the date of the next meeting. The Director of Administration will forward a copy of the minutes corresponding to the latest meeting and agenda for the next meeting no later than seven (7) days prior to the next scheduled meeting.
- (d) The Parties shall not discuss any matters which are provided for by this Agreement saving and excepting the interpretation and application of such matters.

ARTICLE 27 - AUTOMOBILE EXPENSE ALLOWANCE

- (a) Where an employee is required by the Employer to drive a personally owned or leased automobile, the Employer agrees to reimburse the employee for all miles/kilometres driven for business purposes at the following rates:
 - (i) The employee shall receive an allowance of 35.5 cents per kilometre for all kilometres driven for business purposes.
 - (ii) The minimum monthly payment to the employee shall be \$60.00 per month.
- (b) The rate per kilometre specified in 27(a)(i) shall be adjusted annually (in 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 adjustment in the following manner: The index at the end of December shall be compared to the index at the end of the previous December and the rate per kilometre will be adjusted upwards or downwards based on this percentage change, effective January 1st of the following year, and rounded to the nearest decimal point.
- (c) The business portion of automobile insurance premiums arising from the use of automobile on the Employer's business shall be paid by the Employer upon production of a receipt from the insurance carrier. The Employer reserves the right to seek clarification on claims which appear excessive.
 - (i) The additional business premium would include additional premiums arising from the fact an employee is required within the scope of employment to provide transport to others (e.g. other employees, medical students, nursing students.)
- (d) Parking expenses in the downtown core area will be fully reimbursed. It is understood that the downtown core shall include the area bounded by the Queensway to the South, the Ottawa River to the North, Bronson Avenue to the West and the Rideau River to the East.
- (e) The provisions of this article will apply to part-time employees on a pro-rata basis.

ARTICLE 28 - SALARY ADMINISTRATION

- (a) The salary rates specified in the Salary Schedules shall be implemented as indicated therein.
- (b) Every employee shall be paid bi-weekly for services rendered at one of the salary rates specified in one of the Salary Schedules of this Agreement for the classification level to which the employee has been appointed by the Employer.
- (c) When an employee is promoted to a permanent or acting position or reclassified upward to a position with a higher salary range, the employee shall be paid:
 - (i) the first year rate in the salary range to which the employee has been appointed, or
 - (ii) a base rate within the salary range to which the employee has been appointed which will provide a salary rate at least 4% higher than the salary rate which the employee would have received within the next 52 week period had an appointment not taken place,

whichever is greater.

The effective date of the promotion or reclassification will become the date for establishing future salary increments.

- (d) Except as provided in paragraph (f) of this Article, an employee holding an appointment at one of the classification levels specified in one of the Salary Schedules of this Agreement and performing the duties of this position satisfactorily shall be granted a salary increment upon the completion of each anniversary date until reaching the maximum rate in the scale of rates for the classification level to which the employee is appointed.
- (e) Salary increments, authorized by the Employer, shall become effective on the first day of the pay period following the employee's anniversary date, except where the increment date has been adjusted in accordance with this Agreement.

- (f) The Employer may deny a salary increment to an employee if it is satisfied that the employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from an employee it shall, at least two (2) weeks but not more than six (6) weeks before the due date for the salary increment to the employee, give the employee the reason for the denial in writing.
- (g) If, during the term of this Agreement, the Employer establishes and implements a new classification standard, the Employer, following consultation with the Institute will apply salary rates to the classification level of the standard.
- (h) When an employee dies the Employer shall pay to the estate of the deceased employee the amount of salary which would have been received but for the death for the period from the date of death to the end of the pay period in which the death occurred.
- (i) Nurses to whom the provisions of paragraph (c) of Article 4 apply shall be paid twenty-six (26) times per year at the bi-weekly rate shown as the "B" rate in the Salary Schedules to this Agreement for Nurses on the dates indicate therein and those Nurses who are entitled to more than fourteen (14) days of Annual Leave per year in accordance with the provisions of Article 6 shall receive one additional cheque per year for the additional days of earned Annual Leave, calculated by multiplying the number of days of Annual Leave earned in excess of fourteen (14) days in that year of their current daily rate of pay.
- (j) Where a Nurse has been assigned by the Employer to work in accordance with the terms of paragraph (c) of Article 4, she shall be paid at a rate of pay shown as the "B" rate in the Salary Schedules, which is the product obtained by multiplying her daily rate of pay by 231.
- (k) For the purpose of this Article, "anniversary date" is the established anniversary day of the employee's record.

ARTICLE 29 - LEAVE OF ABSENCE - UNION BUSINESS

- (a) The Employer agrees to grant leave of absence with pay to the members of the Board of Directors of the Institute for the purposes of consulting with the Employer on matters relating to the grievance procedure, negotiations and other related Union activities on the following basis:
 - i) any single absence not to exceed five (5) working days;
 - ii) not more than three (3) members to be absent at one time; and
 - iii) the total of such leave of absence to any shall not exceed thirty (30) working days in any calendar year.

ARTICLE 30 - NOTIFICATION OF CHANGES IN MEMBERSHIP

- (a) The Employer shall, following the end of each calendar month, notify the Institute in writing of the particulars of new employees including their name, address, work location, department and classification.
- (b) The Employer shall, following the end of each calendar month, notify the Institute in writing of the names of persons who have retired, resigned or by reason of change of status are no longer members of the bargaining unit or who have been transferred from one department to another.

ARTICLE 31 - CAREER DEVELOPMENT**Education Leave**

- (a) Every employee is eligible to apply for Education Leave. Such leave may be granted to the employee with or without pay in accordance with the Staff Educational Policy of the Employer at the time the leave is granted.

Attendance at Conference and Conventions

- (b) In order that each employee shall have the opportunity for an exchange of knowledge and experience with professional colleagues, each employee shall have the right to apply to attend any conference or convention related to the employee's field of employment. The Employer may approve of the employee's attendance at such conferences and conventions subject to operational constraints as determined by the Employer.
- (c) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty, and, as required, in travel status.

professional Development

- (d) The Parties to this Agreement share a desire to improve professional standards by giving employees the opportunity
 - i) to participate in seminars, workshops, short courses or similar programmes to keep up to date with knowledge and skills in their respective fields, or
 - ii) to conduct research or to perform work related to their normal research programmes in institutions or locations other than those of the Employer.
- (e) An employee may apply at any time for professional development and the Employer may select an employee at any time for such professional development.
- (f) When an employee is selected by the Employer for professional development, the Employer will consult with the employee before determining the location and duration of the programme of work or studies to be undertaken.
- (g) Employees selected for career development will continue to receive their normal compensation including any salary

increment and economic increase for which they may become eligible.

- (h) An employee on professional development may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.
- (i) Tuition fees associated with work related courses, which have been authorized in advance by the Employer, may be eligible for full or partial reimbursement upon successful completion.

Examination Leave

- (j) Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on Educational Leave. Such Leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.
- (k) See Appendix "B" - Educational Leave Policy.

ARTICLE 32 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- (a) Employee performance reviews shall be held:
 - (i) at least once prior to the completion of an employee's probationary period. The Employer will endeavour to advise employees of performance problems as they occur during the probationary period;
 - (ii) prior to an employee's increment date;
 - (iii) within six (6) months of an unsatisfactory performance review;
 - (iv) and if requested by an employee an exit interview will be conducted prior to termination or transfer to another division or department.
- (b) 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, and said employee will be given the opportunity to comment in writing on the Performance Review.
- (c) 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.
- (d) Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after not more than five (5) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 33 - LONGEVITY PAY

- (a) Longevity pay shall be paid annually upon completion of the required years of continuous employment at the following rates:
 - 10 years but less than 15 years - \$100.00 per yr.;
 - 15 years but less than 20 years - \$150.00 per yr.;
 - 20 years but less than 25 years - \$200.00 per yr.;
 - 25 or more years - \$250.00 per yr.
- (b) Longevity pay shall be earned on the employee's anniversary date of employment and shall be paid on the Friday nearest to the 15th day of December in each year.
- (c) Where the employee's anniversary date of employment is between the 16th day of December and the 15th day of January, the payment of longevity pay will be advanced to the day determined under paragraph (b) and not delayed to the month of December following.
- (d) When an employee resigns, longevity pay is due and payable on resignation if the resignation occurs after the employee's anniversary date of employment.
- (e) When an employee retires, longevity pay is due and payable on the effective date of retirement.
- (f) Longevity pay is payable to the estate of a deceased employee if the death occurs after the anniversary date of employment.

ARTICLE 34 - CATEGORIES OF EMPLOYEES**(a)** permanent Full-Time Employment

- i) Defined as regularly scheduled workover twenty-four (24) hours per week for a continuous period.
- ii) All provisions of the Agreement apply provided such employees meet the conditions prerequisite to obtaining a benefit or provision.

(b) permanent Part-Time Employment

- i) Defined as regularly scheduled work of twenty-four (24) hours per week or less for a continuous period.
- ii) The following provisions shall apply to employees hired on a permanent part-time basis:

Article 1 -Scope

Article 2 -Responsibility of Employer

Article 3 -Responsibility of Institute

Article 6 -Annual Leave • Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 6 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 paid hours equates to one year of service).

Article 9 -Bereavement Leave

Immediate Family Leave

Upon the death of a member of the immediate family of an employee, such employee shall be entitled to Bereavement Leave for the five (5) consecutive calendar days which next follow the date of death, and the employee shall be paid at regular rate for such working days as were scheduled for the employee during these five (5) calendar days.

Extended Family Leave

Upon the death of a member of the extended family of an employee, such employee shall be entitled to Bereavement Leave for the three (3) consecutive calendar days which next follow the date of death, and the employee shall be paid at regular rate for

such working days as were scheduled for the employee during these three (3) calendar days.

Article 11 -Parental Leave

Article 15 -Statutory Holidays - When an employee is regularly scheduled to work on the Statutory Holiday and does not work, such employee shall be compensated at their regular rate for such Statutory Holiday.

Any employee regularly scheduled to work on the holiday and who works shall be compensated at one and one half (1 1/2) times for each hour so worked in addition to the pay for the holiday.

Any employee not regularly scheduled to work who works on the holiday shall be compensated at one and one half (1 1/2) times for each hour so worked.

Article 17 -Time off for Voting

Article 18 -Grievance Procedure

Article 19 -Arbitration Procedure • Rights Dispute

Article 20 -Institute Fees - The amount of Institute fees to be deducted shall be determined by the Institute.

Article 24 -Seniority and Service - Excluding reference to lay-off and recall.

Article 25 -Posting of Vacancies

Article 26 -Joint Consultation

Article 27 -Automobile Expense Allowance

Article 28 -Salary Administration (where applicable)

Article 29 -Union Business

Article 30 -Notification of Changes in Membership

Article 31 -{(d) Professional Development

Article 32 -Performance Review

Article 35 -Legal Protection

Article 37 -Arbitration Respecting Interest Disputes

Appendix C -Language Rights

Appendix E -Protection of Health Department
Equipment

Appendix O -Salaries

Benefits & Salary Administration

1. Employees regularly scheduled to work less than fourteen (14) hours per week shall receive, after a six (6) calendar month waiting period from date of hire, 8% added to their regular pay in lieu of O.H.I.P., Blue Cross, Extended Health, Semi-Private, Dental, Group Life, I.P.P., L.T.D.I., O.M.E.R.S.
2. Employees regularly scheduled to work fourteen (14) hours per week up to and including twenty-four (24) hours per week, after a six (6) calendar month waiting period from date of hire, shall receive eight percent (8%) in lieu of benefits as set out above, or shall opt for enrollment in the following plans:

O.H.I.P.
Blue Cross/Extended Health
Semi-Private
Group Life
Dental

with the Employer paying on their behalf 50% of what is contributed by it for a full-time employee in the same plans plus 2 3/4% of their rate in lieu of I.P.P., L.T.D.I., and O.M.E.R.S. Once having opted for the choice, the employee must stay with such choice, excepting in extenuating circumstances as determined by the Employer.

3. Employees on strength 15 December 1986 and in receipt of benefits/or money in lieu of benefits and who resign and return to the bargaining unit on a part-time/Home Care Relief basis within a three (3) year period from the date of resignation, shall not be subject to the waiting period of six (6) calendar months.

4. Part-time employees shall be paid for hours worked at an hourly rate of pay in the range of rate for their classification. Except as provided in the following two paragraphs of this Article, part-time employees at one of the classification levels specified in one of the salary schedules of this Agreement performing the duties of this position satisfactorily for a period of 1,700 compensated hours shall be granted salary increments on completion of the aforementioned 1,700 compensated hours until reaching the maximum rate in the scale of rates for the classification level to which the employee is appointed. The calculation for determining the total number of hours worked per year shall be an employee's annual compensated hours plus vacation pay divided by the hourly rate equals total number of hours worked for each year end.
5. The Employer may deny a salary increment to a part-time employee if it is satisfied that the part-time employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.
6. Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time employee's next anniversary date and the part-time employee's salary increment date shall be retained.
7. Part-time Employees who have completed the probationary period will be given four (4) weeks notice of layoff or of termination for organizational or technological change. In lieu, the employee shall receive four weeks' pay at the employee's average bi-weekly wages calculated over the previous four (4) pays.
8. Prenatal teachers will be paid for four (4) hours per class,
9. Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.

(c) Temporary Employment

- (i) Defined as full or part-time work of a temporary nature to cover leave of absence situations or special limited duration situations.
- (ii) Seniority will be recognized in applying for a permanent position provided completion of a period applicable to the probationary period for full-time or part-time permanent employees.
- (iii) Employees hired on a temporary full-time basis shall receive 8% in lieu of benefits after completion of the waiting period for permanent full-time employees.
- (iv) Employees hired on a temporary part-time basis shall receive 8% in lieu of benefits after completion of the waiting period for permanent part-time employees.
- (v) At time of hire, an employee hired on a temporary basis will be informed of the expected duration of the temporary assignment. Under normal circumstances, employees hired on a temporary basis and who have been employed for more than six (6) months will be provided with two (2) weeks notice prior to termination. In special circumstances, following consultation with the Institute, the period of notice may be reduced to one (1) week.

Employees Employed On A Full-Time Temporary Basis

All provisions applicable to permanent full-time apply except:

Article 6 • Annual Leave • Instead employees shall receive compensation as per permanent part-time ,

Article 7 • Income Protection • Instead employees shall accumulate sick leave credits at the rate of a day and a half per month (1 1/2) provided they are in receipt of pay for fifteen (15) days in any calendar month after completion of the first one (1) month of employment. Employees will not be reimbursed for such credits upon termination and the Employer may require a medical certificate for any absences.

Article 8 • Terminal Allowance

Article 9 • Bereavement Leave - An employee does qualify for Bereavement Leave if such employee has been hired for a period in excess of six (6) months.

Article 10 • Leave of Absence Without Pay • Except for authorized leave without pay for vacation purposes.

Article 11 • Parental Leave

Article 12 • Retirement Leave

Article 14 • Armed Forces Summer Camp

Article 15 • Statutory and Declared Holidays except:

An employee qualifies for a paid holiday if the employee:

- a) has worked 15 of the 20 preceeding working days
- b) receives pay for her scheduled regular day of work preceeding and following the holiday.

Article 21 • Insurance Plans

Article 22 • Termination Resulting From Organizational Changes

Article 23 • Layoff and Recall

Article 24 • Seniority and Service

However, service hours will be recognized for purposes of service related benefits and in applying for competitions.

If an employee is terminated and rehired within a three month period, service hours from the previous assignment will be recognized for the purpose of competition and in establishing the eligibility for money in lieu of benefits.

Article 31 • Career Development (except in-service education)

Article 33 • Longevity Pay

Employees Employed On A Part-Time Temporary Basis

All provisions applicable to permanent part-time apply except:

Article 24 - Seniority and Service

However, hours of service will be maintained for purposes of service related benefits and in applying for competitions.

Article 31 - (d) Career Development

But Employer will keep temporary employees updated regarding any internal changes in operation and provide opportunities for in-service programs.

(d) Employees On Regular Relief In Home Care Program

- (i) Employees in the Home Care Division who are retained on a roster to fulfill ongoing relief requirements be it full-time or part-time.
- (ii) Provisions of the Collective Agreement will be as per employment status i.e., full-time or part-time.
- (iii) Employees will not be terminated after each assignment but retained on a roster unless services will not be required in the future.
- (iv) An employee working a full-time temporary assignment may only utilize her accrued sick leave credits (as per Temporary Agreement) while on full-time temporary status. However, such accrued sick leave credits will be retained while on part-time status.
- (v) Money in lieu of benefits (8% added to regular hourly rate). However, employees hired after date of signing of Memorandum Of Agreement shall have a waiting period of **six** (6) calendar months.

The Employer is to provide a list of employees designated as regular relief employees in Home Care.

ARTICLE 35 - LEGAL PROTECTION

- (a) Where an action is brought against the Employer or any member, officer or employee of the Employer by a person/thing who has suffered damage by reason of any act or default on the 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 of the member, officer or employee is liable in respect of such act or default.
- (b) Any employee in the pursuit or intended pursuit of employment duties, who reasonably believes that she is the victim of a criminal act at the hands of a member of the public, shall report the incident to the Director of Administration (Health). The employee shall be entitled, on reasonable notice, to time off from work with pay to meet with local police and Crown Attorney officials for the purposes of pursuing criminal prosecution. The employee shall also be entitled to reasonable time off from work with pay for victim's aid services, if any.

ARTICLE 36 - DURATION OF AGREEMENT

- (a) The duration of this Collective Agreement shall be from the 1st day of August 1993 to and including the 31st day of March, 1996 and unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified.
- (b) Notwithstanding paragraph (a) above, the provisions of this Agreement shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- (c) Any provisions of this Agreement may be amended by mutual consent of the Employer and the Institute at any time during the term of the Agreement.
- (d) Either Party to this Agreement may by notice in writing to the other Party given at any time within the last three months of the term of this Agreement, require the other Party to commence bargaining collectively with a view to the conclusion, renewal or revision of this Agreement.
- (e) Where notice to bargain collectively has been given, representatives of the Employer and representatives of the Institute shall without delay but in any case within twenty (20) days after the notice was given, or without such further times as the Parties may agree, meet and commence to bargain collectively in good faith and make every reasonable effort to conclude a Collective Agreement.
- (f) Where notice to bargain collectively has been given, any term or condition of employment that was in force on the day the notice was given shall remain in force and be observed by the Employer, the Institute and the employees until such time as a Collective Agreement has been entered into by the Parties with respect to that term or condition of employment or an Arbitral Award has been rendered in accordance with the provisions of Article 37 with respect to that term or condition of employment.

ARTICLE 37 - ARBITRATION RESPECTING INTEREST DISPUTES**(a) Serving Notice to Arbitrate**

If, following notification of the desire to seek amendment of a new Agreement, the Parties have failed to reach a satisfactory agreement, 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.

(b) Make-up of Board

The Board of Arbitration shall consist of three members, one member representing the interests of the Employer, one member representing the interests of the Institute and a third member who shall be the Chairman.

(c) Selection of Board

The Party demanding that the matters still in disagreement be submitted to Arbitration shall provide the other Party with the name of its appointee to the Board of Arbitration in the notice given in accordance with Article 37(a). The recipient of the notice shall, within ten (10) days, inform the other Party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.

(d) Ministerial Appointment of Chairman

If the recipient of the notice fails to appoint a member, or if the two appointees fail to agree upon a Chairman within the time limit prescribed in Article 37(c), 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 Ontario to make the appointment.

(e) Final and Binding Decision

The decision of the Board of Arbitration shall be final and binding upon all parties.

(f) Cost of the Board

The Employer and the Institute shall each bear the expenses of its own Arbitrator, and shall bear equally the expense of the Chairman and all other expenses of the Arbitration Board.

IN WITNESS WHEREOF the Employer has affixed its Corporate Seal attested by the hand of its Chairman in that behalf and the Institute has caused these presents to be executed in its behalf by its President and Negotiating Committee Chairperson.

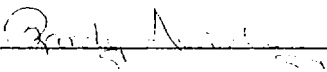
THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON


Regional Chair


Regional Clerk

THE CIVIC INSTITUTE OF
PROFESSIONAL PERSONNEL
OTTAWA-CARLETON


Lynn Gillis


Randy Newman

DATE:

APPENDIX A

SCOPESalary GroupClassification

01	Registered Nursing Assistant
02	Communicable Disease Co-ordinator French Language Service Co-ordinator Program Evaluation Co-ordinator Project Co-ordinator HIU Environmental Health Advocate
03	Registered Nurse
04	Systems Co-ordinator
05	Public Health Nurse "A" Home Care Case Manager Health Care Consultant Health Promotion Consultant Communicable Disease Officer Co-ordinator, Staff Development and Quality Assurance
06	Public Health Nurse "B"
07	Lab Technologist Public Health Dietician Project Officer "Quit and Win" Research Assistant Community Liaison Officer Program Planning and Evaluation Officer Communications Assistant Health Promotion Consultant Co-ordinator of Volunteers Case Manager Program Evaluation Officer Tobacco Project Officer
08	Dental Hygienist Clinical Dental Hygienist
09	Project officer I Health Information Analyst Environmental Health Analyst
10	Research Officer Executive Assistant Dental Clinic Administrator

11	Public Health Nutritionist
12	Health Planning Officer Community Mobilization Consultant
13	Community Involvement Co-ordinator Communications Co-ordinator Substance Abuse Prevention Co-ordinator Suicide Prevention Co-ordinator Tobacco Use Prevention Co-ordinator
14	Workplace Health Promotion Consultant Food Industry Nutritionist
15	Systems Co-ordinator

APPENDIX A**SCOPE**

clarification of Intent
Article 1(a)

pa: Professional and Para-professional

Discussions (during the 1988 negotiations) centered around the inappropriate inclusion, within the Institute, of a Project Officer II position, which did not require a degree or professional designation and which was later more appropriately placed in the Ottawa-Carleton Public Employees' Union, Local 503, C.U.P.E. (non-professional).

The intent was to ensure that a criteria for a position's inclusion within the Institute would be the requirement for a degree or a professional designation.

There was no intent to include positions such as the Medical Officer of Health or other professional management or exempt positions within the scope of the Agreement. Nor was there any intent to infringe on positions normally falling within the scope of other Agreements such as the Association of Allied Health Professionals.

Discussions were also confined to the Health Department and not the Regional Municipality of Ottawa-Carleton as a whole.

EDUCATIONAL LEAVE POLICY**General**

1. That seniority be maintained as though the employee had worked for the full year.
2. That the leave of absence period be included in computing benefits derived from years of service.
3. That benefits be computed on the employee's salary at the beginning of the leave of absence.
4. That if the normal date of annual increment occurs within the period of absence, it be relocated to the date of return to duty.
5. That annual vacation be included in the leave of absence period.
6. That the commitment for service be twice the period of allowance on full pay and that other commitment be proportionate and that where there is a service commitment with bursary assistance, that this be concurrent with the Health Department commitment.
7. That employees with less than three years service be granted leave of absence without pay only.
8. That employees with three to five years of service be granted leave of absence with payment of the employee's share of benefits paid by the Employer. (Pension plan, hospitalization, medical plan and life insurance).
9. That employees with five to ten years of service be granted leave of absence with half salary less one half the total amount of bursary allowance received from other sources.
10. That employees with more than ten years of service be granted leave of absence with full salary less the total amount of bursary allowance plus all other fringe benefits subject to the Health Department's Policy.

EDUCATIONAL LEAVE POLICY

11. That short courses or seminars of less than one month duration, the employee be granted payment of fees, payment of salary, reasonable living expense where required, and transportation.
12. That educational leave as detailed above may be granted in cases where additional education is necessary to adequately perform the duties of a future vacancy and where individuals holding all the necessary qualifications will not be readily available through open competition.
13. That employees who take evening classes or summer courses directly related to an appropriate degree programme under the sponsorship of the Health Department have their qualifications recognized by the process of reclassification or adjustment of salary level.
14. Notwithstanding any of the previous Clauses, no remuneration will be paid by the Board for mileage or car depreciation while an employee is on educational **leave** of absence for a period greater than one calendar month.

APPENDIX C

LANGUAGE RIGHTS

Language rights remain an outstanding item subject to post negotiation.

APPENDIX D

EMPLOYER/EMPLOYEE INITIATED OVERTIME

October 17, 1984

Mrs. K. Vanderwel
civic Institute of
Professional Personnel
P.O. Box 903, Station "B"
Ottawa, Ontario
K1P 5D9

Dear Mrs. Vanderwel,

Further to your correspondence dated October 15, 1984 please find below my interpretation of employee initiated overtime and Employer initiated overtime.

Where any authorized official of the Employer introduces the subject of overtime even though the introduction may be by way of an inquiry re the wishes of an individual to work overtime, such overtime initiated by the official of the Employer is at time and one half.

Where an employee wishes to attend a function outside of normal working hours and requests permission from the Employer, such time outside normal working hours would be paid for by this Employer at straight time, if subsequently approved by the Department Head.

I trust that this fully clarifies the interpretation of this Employer.

Yours truly,

R. Rodgers,
Director of Finance,
Administration and Personnel

c.c. Mr. D. McEntee
Mrs. C. Keys

APPENDIX E

PROTECTION OF HEALTH DEPARTMENT EQUIPMENT

Employees who have in their custody Health Department equipment shall take all necessary precautions to guard the safekeeping of these assets, including the following.

- 1) All equipment that is portable in nature must be removed from an employee's vehicle during overnight custody.
- 2) All equipment that is not portable in nature shall be locked in the trunk of an employee's vehicle for overnight custody, or if this is not possible due to the lack or size of a vehicle's trunk, the equipment shall be covered so as to obscure viewing of the equipment.
- 3) At all times, when equipment is left in an employee's vehicle that vehicle shall be locked.

In the event that Health Department equipment is stolen while in the custody of an employee the employee should immediately file a police report as well as a report in writing to the Director of Administration.

SABBATICAL LEAVE

Sabbatical Leave is an employee funded leave of absence in accordance with the following:

(a) Qualifications

An employee shall be eligible for consideration to apply for a self-funded sabbatical leave after seven (7) years of continuous employment.

(b) Method of Application

- i) An employee with a minimum of four (4) consecutive years of service may make written application to his/her Department Head to request that he/she be paid at a rate of seventy-five percent (75%) of his/her salary in order to provide for sabbatical leave. This application shall include the approximate date of sabbatical leave, the duration of leave and the purpose for which the sabbatical leave is intended. Sabbatical leave will be granted solely at the discretion of the Chief Administrative Officer upon recommendation of the Department Head and approved applications shall be forwarded to the Commissioner of Human Resources for review to ensure compliance with the terms of this agreement. The employee shall be given an indication within two (2) months from the date of application of whether or not such application has been approved.
- ii) An employee in the sabbatical leave plan shall confirm the period of leave no later than six (6) months prior to the commencement of the leave. In the event there is any change from the original submission, the employee shall specify any changes to the original request. Such leave shall be taken at a mutually agreeable time.

(c) Earning Entitlement and Employment Conditions

- i) Once the application has been approved in accordance with (b) (i), the employee shall be able to defer 25% of his/her salary for the purpose of funding a sabbatical leave. Any self-funded leave of absence will be in accordance with the deferred tax legislation and rulings by Revenue Canada.

SABBATICAL LEAVE

- ii) During the salary deferral period, the following exceptions to the Collective Agreement would apply:

For purposes of I.P.P., annual leave, special leave, bereavement leave, etc. salary shall be at 75% of normal salary with 25% deferred.

Workers' Compensation

Benefits shall be paid at 90% of net earnings based on 100% of regular salary. There shall be no salary deferral while in receipt of this benefit.

pension

Contributions to pension shall be based on 75% of salary and contributions shall also be made for the period of sabbatical leave.

L.T.O.

Benefits under this plan shall be based on 100% of regular salary. There shall be no salary deferral while in receipt of this benefit.

Life Insurance

Remains at 2.5 of regular salary.

(d)

Utilization of Sabbatical Entitlement

- i) Any single sabbatical leave will normally be for a period of twelve (12) months but may also be for other periods as agreed between the parties and in accordance with the applicable legislation and rulings by Revenue Canada.
- ii) The salary while on sabbatical leave shall be based on the total amount of salary deferred by the employee, paid to the employee in bi-weekly installments over the period of the sabbatical leave.
- iii) During the sabbatical leave the following conditions shall apply:

SABBATICAL LEAVE

- length of service shall be frozen for the period of the leave;
- the employee returning from sabbatical shall return to his/her regular duties;
- continuation in O.H.I.P. if desired at the employee's expense;
- continuation in extended health medical at the employee's expense;
- continuation in dental plan at the employee's expense;
- continuation of life insurance with the employee paying 100% of the premium costs.

All other benefits/entitlements under the Collective Agreement shall be suspended until completion of the sabbatical leave.

- iv) An employee is required to return to employment with the Corporation for a minimum period equal to the length of sabbatical leave.
- v) Any two (2) sabbatical leave periods must be separated by a minimum of seven (7) years of service. However, in special circumstances, this period may be shortened.

(e) Payout of Unused Deferred Income

- i) On death, termination or retirement, any unused deferred salary shall be paid in lump sum to the employee in the case of death.
- ii) If for any reason it is necessary to defer the actual year of the leave, the deferral shall not cause the year of leave to commence more than six (6) years from the beginning of the salary deferral. If after six (6) years from the initial salary deferral the leave has not been utilized, the amount of deferral shall be paid to the employee in a lump sum.

SABBATICAL LEAVE

- (f) This provision is subject to modification at any time by mutual agreement or to bring in line with any legislation/rulings by Revenue Canada following negotiations between the parties.

APPENDIX G

NEW POSITIONS

June 5, 1986

Ms. Huguette Tessier
Chairperson
CIPP Negotiating Committee

Re: New Positions

Dear Huguette:

Further to our discussion of the above, this will confirm that the employer agrees to inform the Institute of positions to be included in the bargaining unit and their placement on the salary scale.

Sincerely,

Alan Mongraw
Director of Administration

c.c. C. Keyes
B. Meyer
J. Foley

APPENDIX E

JOB SHARING

better of Understanding

This is to confirm that the Employer and the Civic Institute of Professional Personnel (Health) agree to extend the current official job sharing arrangements until the expiry date of this collective agreement.

APPENDIX I

PROFESSIONAL RESPONSIBILITY

September 30, 1986

Ms. H. Tessier
Chairperson
CIPP Negotiating Committee

Re: **Professional Responsibility**

Dear Huguette:

In response to your request, this will confirm that matters of professional responsibility and staffing concerns will be incorporated into matters addressed by the Personnel Advisory Committee, proposed to be reactivated in the near future.

Sincerely,

Alan Mongraw
Director of Administration

c.c. J. Foley
C. Keyes

APPENDIX J**CAR REPAIRS/MAINTENANCE**

September 30, 1986

Mrs. Huguette Tessier
Chairperson
CIPP Negotiating Committee

Re: car Repairs/Maintenance

Dear Huguette:

The employer acknowledges that extenuating circumstances may warrant use of special leave for car maintenance or repairs.

In situations where employees cannot schedule to have the car maintained/repared **so** as not to interfere with their scheduled hours of work, such employee(s) may apply to the Director of Administration for consideration for special leave for such purposes.

In the event that the Director of Administration agrees that alternate plans could not have been made, he/she shall grant special leave for such purposes. It is understood that any leave granted for such purposes will be deducted from amount specified in Article 13 of the Collective Agreement.

Sincerely,

Alan Mongraw
Director of Administration

c.c. J. Foley
C. Keyes

RECOGNITION OF WORK RELATED EXPERIENCE

October 1, 1986

Mrs. H. Tessier
Chairperson
CIPP Negotiating Committee

Re: Recognition Of Work Related Experience

Dear Huguette:

This letter is to confirm that the employer is prepared to formalize the policy concerning recognition of work related experience in determining salary levels at commencement.

Sincerely,

Alan Mongraw
Director of Administration

C.C. J. Foley
C. Keyes

APPENDIX L

EXPANDED HOURS OF WORK (PILOT PROJECT)Letter of Intent

The Employer and the Institute (Health) agree to meet to discuss terms and conditions related to the establishment of a pilot project which will address the issue of expanded hours of work.

APPENDIX M

ILLNESS WHILE ON ANNUAL LEAVE

Information Item*

The Health Department will consider requests to adjust annual leave on an individual basis where undue hardship is involved because an employee has become ill during annual leave.

- Policy outside of scope of collective Agreement.
14 September 1988

APPENDIX N

CLASSIFICATION REVIEW - NUTRITIONIST

Information Item*

The Health Department will request a classification review of the Nutritionist positions.

* Outside scope of Collective Agreement.
14 September 1988

SALARIES

<u>group 01</u>	1	2	3	4	5	6	7	8
Annual	25,768.08	26,829.14	27,971.32	29,115.58	30,300.66			
Bi-weekly	991.08	1,031.89	1,075.82	1,119.83	1,165.41			
Hourly	14.49	15.09	15.73	16.37	17.04			
<u>group 02</u>								
Annual	42,072.94	44,455.84	46,963.02	49,541.70	52,244.40			
Bi-weekly	1,618.19	1,709.84	1,806.27	1,905.45	2,009.40			
Hourly	23.66	25.00	26.41	27.86	29.38			
<u>Group 03</u>								
Annual	32,381.44	33,484.10	34,746.92	36,044.84	37,752.00	39,067.86	40,381.72	41,859.74
Bi-weekly	1,245.44	1,287.85	1,336.42	1,386.34	1,452.00	1,502.61	1,553.22	1,609.99
Hourly	18.21	18.83	19.54	20.27	21.23	21.97	22.71	23.54
<u>Group 04</u>								
Annual	43,324.84	45,210.36	47,177.78	49,230.22	51,371.06			
Bi-weekly	1,666.34	1,738.86	1,814.53	1,893.47	1,975.81			
Hourly	24.36	25.42	26.53	27.68	28.89			

SALARIES

<u>Group 05</u>	1	2	3	4	5	6	7	8
Annual	36,738.26	37,822.98	39,121.16	40,454.70	42,250.78	43,620.20	44,900.44	46,376.20
Bi-weekly	1,413.01	1,454.73	1,504.66	1,555.95	1,625.03	1,677.70	1,726.94	1,783.70
Hourly	20.66	21.27	22.00	22.75	23.76	24.53	25.25	26.08
<u>Group 06</u>								
Annual	32,640.30	33,603.57	34,758.57	35,943.60	37,537.50	38,754.87	39,891.39	41,203.47
Bi-weekly	1,251.16	1,288.09	1,332.36	1,377.78	1,438.88	1,485.54	1,529.11	1,579.40
Daily	141.30	145.47	150.47	155.60	162.50	167.77	172.69	178.37
<u>Group 07</u>								
Annual	36,928.84	37,917.88	38,905.62	39,894.92	40,883.44	41,872.48	42,946.54	43,936.88
Bi-weekly	1,420.34	1,458.38	1,496.37	1,534.42	1,572.44	1,610.48	1,651.79	1,689.88
Hourly	20.77	21.32	21.88	22.43	22.99	23.55	24.15	24.71
<u>Group 08</u>								
Annual	32,835.92	34,121.36	35,451.00	36,779.60	37,570.52	38,360.92	39,151.32	39,941.98
Bi-Weekly	1,262.92	1,312.36	1,363.50	1,414.60	1,445.02	1,475.42	1,505.82	1,536.23
Hourly	18.46	19.19	19.93	20.68	21.13	21.57	22.01	22.46

SALARIES

	1	2	3	4	5	6	7	8
<u>Group 09</u>								
Annual	38,858.04	40,456.52	42,107.26	43,810.78	45,568.90			
Bi-weekly	1,494.54	1,556.02	1,619.51	1,685.03	1,752.65			
Hourly	21.85	22.75	23.68	24.63	25.62			
<u>Group 10</u>								
Annual	44,325.06	46,114.38	47,906.82	49,698.22	51,504.70	53,313.26		
Bi-weekly	1,704.81	1,773.63	1,842.57	1,911.47	1,980.95	2,050.51		
Hourly	24.92	25.93	26.94	27.95	28.96	29.98		
<u>Group 11</u>								
Annual	42,304.86	43,997.46	45,756.62	47,587.02	49,491.26			
Bi-weekly	1,627.11	1,692.21	1,759.87	1,830.27	1,903.51			
Hourly	23.79	24.74	25.73	26.76	27.83			

90.

SALARIES

	1	2	3	4	5	6	7	8
<u>Group 12</u>								
Annual	48,194.38	50,367.98	52,640.12	55,013.66	57,494.58			
Bi-weekly	1,853.63	1,937.23	2,024.62	2,115.91	2,211.33			
Hourly	27.10	28.32	29.60	30.93	32.33			
<u>Group 13</u>								
Annual	47,486.14	49,296.26	51,213.50	53,237.60	55,313.18			
Bi-weekly	1,826.39	1,896.01	1,969.75	2,047.60	2,127.43			
Hourly	26.70	27.72	28.80	29.94	31.10			
<u>Group 14</u>								
Annual	44,547.10	46,485.40	48,508.72	50,618.62	52,820.30			
Bi-weekly	1,713.35	1,787.90	1,865.72	1,946.87	2,031.55			
Hourly	25.05	26.14	27.28	28.46	29.70			

APPENDIX P

SPECIAL LEAVE

7 November 1991

Mr. Gordon Kritsch
Director, Labour Relations
Civic Institute of Professional Personnel
1108-1 Nicholas St.,
Ottawa, Ontario
K1N 7B7

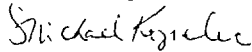
Dear Mr. Kritsch:

The following is intended to clarify the intent of article 13, special Leave.

Special leave is intended to be utilized for professional appointments which normally cannot be scheduled outside of the employee's regular working hours and could also include parent/teacher interviews.

Article 13(1) would permit utilization of special leave where it is necessary to accompany a member of the immediate family who would otherwise be unable to attend the appointment. "Immediate family" shall mean mother, father, spouse and dependent children.

Yours truly,



Michael Kozielec
Manager, Labour Relations