

SOURCE	11/2/93		
EFF.	93	01	1
TERM.	96	03	1
No. OF EMPLOYEES	105		
NOMBRE D'EMPLOYÉS	105		

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.L.C.)

AND ITS LOCAL 2187

EFFECTIVE AUGUST 1, 1993

THIS AGREEMENT SHALL remain in force and effect from August 1, 1993 (except where a clause otherwise provides) to March 31, 1996 and thereafter from year to year.

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DEC - 1 1993

09803(01)

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C O L L E C T I V E A G R E E M E N T

BETWEEN

The Regional Municipality of Ottawa-Carleton
(Hereinafter called the "Employer") of the First Part

- and -

The Canadian Union of Public Employees (C.L.C.)
and its Local 2187 (Hereinafter called "The Union") of the Second Part

ARTICLE 1 - SCOPE

1:01 This Agreement shall apply to all employees of the Employer occupying the positions specified in Appendix 4 which is attached to and forms part of this Agreement, and as may be amended through mutual agreement from time to time.

The Employer agrees to provide, as Appendix 4, a listing of all positions in the bargaining unit and to update every six (6) months, if required. The listing will include the job title, job evaluation number and the pay grade of the position.

ARTICLE 2 - RESPONSIBILITY OF THE EMPLOYER**2:01 Recognition**

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

2:02 No Lockout

The Employer agrees that during the life of this Agreement and during the period of negotiation of any revisions to this Agreement or of a new Agreement, including the period of Arbitration, there shall be no Lockout.

2:03 No Discrimination

The Employer shall not interfere with the rights of employees or discriminate against any employee because of race, creed, colour, ancestry, age, sex, marital status, political and religious affiliation, place of residence, or Union Membership.

2:04 Employer Must Observe Agreement

The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

2:05 Reports and Recommendations to Council

Any public reports to be made to the Executive Committee and/or Council dealing with matters covered by this Agreement will be communicated to the Secretary of the Union coincidental with the references to the Executive Committee and/or Council so as to afford the Union reasonable opportunity to consider them, and if necessary, to protest them when they are dealt with by the Council.

2:06 Recognition of Business Agents

The Employer shall recognize the Business Agents of the Union if such should be hired.

2:07 The Employer shall provide to the Union, on a monthly basis, a list of all employees in the bargaining unit including newly hired employees in alphabetical order. Such lists will include the establishment control number, start date and Department.

ARTICLE 3 - RESPONSIBILITY OF THE UNION**3:01 No Intimidation**

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

3:02 Union Activities

Memberships solicitation and other Union activity not pertaining to this Agreement shall not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in except as specifically authorized by this Agreement.

3:03 No strike

The Union agrees that during the life of this Agreement and during the period of negotiation of any revision to this Agreement, or of any new Agreement including the period of Arbitration, there shall be no strike or other cessation of work.

3:04 No Discrimination

The Union agrees that there shall be no discrimination against any person because of race, creed, colour, ancestry, age, sex, marital status, political and religious affiliation, place of residence or non-membership in the Union.

3:05 Union Must Observe Agreement

The Union recognizes and accepts the provisions of this Agreement as binding upon itself and each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.

3:06 Reports and Recommendations to Council

The Union will consider any reports or recommendations to the Council dealing with matters covered by this Agreement or concerning the Union or its members and to express its opinion before the matter is to be dealt with by the **Council**.

3:07 Union Recognition of Employer Rights

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

- a) maintain order, discipline and efficiency;
- b) classify positions;
- c) hire, transfer, and promote;
- d) suspend, discharge or otherwise discipline employees for proper cause subject to the right of the employee concerned to lodge a Grievance under the orderly procedure outlined in Article 14;
- e) plan, control and direct its operations.

ARTICLE 4 - HOURS OF WORK**4:01 Reporting**

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

4:02 Flexible Working Hours/Week

- a) During the life of this Agreement, Flexible Working Hours may be introduced in part or in whole provided that:
 - i) the normal daily working hours for all employees, except regular shift and part-time, fall between the hours of 7:00 a.m. and 7:00 p.m.;
 - ii) such hours are consecutive, and do not exceed the number of daily working hours provided for in this Agreement. This provision may be altered only by mutual agreement, in writing, between the Employer and the Union;
 - iii) such hours are mutually agreed upon between the employees and the Employer;
 - iv) the normal daytime core hours will be 9:30 a.m. to 3:30 p.m.
- b) A Flexible Work Week may be introduced during the life of this Agreement, subject to mutual agreement between the Union and the Employer.

4:03 Standard Hours of Work

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

a) Office & Administration Staff (Appendix 3-1)

A five (5) day week, Monday to Friday, 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch from September to May inclusive and, a five (5) day week, Monday to Friday, 8:30 a.m. to 4:00 p.m. with one (1) hour for lunch from June 1 to Friday next before Labour Day Inclusive;

b) Outside Salary Office Day Staff (Appendix 3-2)

A five (5) day week, Monday to Friday, seven (7) hours per day to be worked between the hours of 7:00 a.m. and 5:00 p.m. with one (1) hour for lunch from September to May inclusive and a five (5) day week, six and one-half (6 1/2) hours per day, Monday to Friday, from June 1 to Friday next before Labour Day inclusive;

c) Salaried Employees - Operational (Appendix 3-3)

A five (5) day week, Monday to Friday, eight (8) hours per day, to be worked between the hours of 7:00 a.m. and 5:00 p.m. with a maximum of one (1) hour for lunch;

d) Special Cases (Appendix 3-4)

The hours of work shall be arranged by the Head of the Department, provided that in no case shall limits of eight (8) hours per day and five (5) days per week be exceeded in establishing the normal work week, and that two (2) consecutive days off per week be provided. The Parties recognize that there may be other positions that fall into this category. The Employer agrees to consult with the Union on each particular position. Consent of the Union must be obtained before implementing. Such consent will not be unreasonably withheld;

e) Employees Engaged in Snow Removal Operationsi) Day Shift

The standard work week for the Day Shift (7:00 a.m. to 5:00 p.m.) shall be a five (5) day week, eight (8) hour per day, with a maximum of one (1) hour for lunch, commencing Monday at 7:00 a.m. and continuing until Friday at 5:00 p.m.;

ii) Night Shift,

The standard work week for the Night Shift (7:00 p.m. to 5:00 a.m.) shall be a five (5) day week, eight (8) hours per day, with a maximum of one (1) hour for lunch, commencing Sunday at 7:00 p.m. and continuing until Friday at 4:00 a.m. This shift shall be entitled to a seven percent (7%) premium for all hours worked.

f) Supervisors of Welfare Workers and Social Services Support Staff

For employees hired after 12 May 1993, who are employed in supervising Welfare Workers and/or Social Services Support Staff, the standard hours of work shall be as follows:

A five (5) day week, Monday to Friday, seven (7) hours per day to be worked between the hours of 7:00 a.m. and 8:00 p.m. with one (1) hour for lunch from September to May inclusive and a five (5) day week, six and one-half (6 1/2) hours per day, Monday to Friday, from June 1 to Friday next before Labour Day inclusive.

4:04 Lunch Period

Lunch time, as specified in this Article, is outside the limitation of the hours to be worked as set out in Article 4 and is not paid time,

4:05 Alteration Of Or New Hours

- a) The Parties to this Agreement recognize that the Employer may be required to alter the hours of work in relation to its various operations and, if such is the case, the provisions of Article 5 shall apply;
- b) Where the Employer wishes to introduce a new shift operation which shall require the starting and quitting times to be other than those specified in this Collective Agreement, the Employer will notify and discuss the new shifts with the Union.

4:06 consecutive Hours

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

ARTICLE 5 - PREMIUMS**5:01 overtime**

- a) Overtime is defined as authorized time worked in excess of the normal hours of work per day or per week. No employee shall work overtime unless authorized by their Department Head or designate;
- b) No employee shall be required to work in excess of sixteen (16) hours in any twenty- four (24) hour period, or to exceed thirty-two (32) overtime hours in any bi-weekly pay period. It is recognized, however, that the limitation of thirty-two (32) overtime hours may be exceeded in those situations where it is deemed that an emergency situation exists which requires the employee to exceed the overtime limit.

5:02 Overtime Pay

Employees who are called upon to work overtime as set out in Article 5:01 a) shall be paid at the rate of time and one-half (1 1/2) of their regular hourly rate for all such overtime hours worked.

5:03 Recognized Holiday Pay

The pay and conditions concerning Recognized Holiday reimbursement are set out under Article 6:21.

5:04 Time Off in Lieu of Overtime

- a) Election of Cash or Lieu Time

An employee who works overtime shall elect to either be paid in cash or to bank such overtime to a maximum of eighty (80) straight-time hours for the purpose of having time off in lieu of overtime;

Overtime shall be paid in accordance with the overtime provisions if the employee does not elect time off in lieu. Requests in relation to overtime hours must be made to the employee's immediate Supervisor and must be dated and signed;

b) Banking Overtime Hours

Overtime hours which are banked for the purpose of time off in lieu as per 5:04 a) are to be recorded and disposed of in the following manner:

- i) each overtime hour banked will be recorded as one and one-half (1 1/2) straight-time hours;
- ii) time off in lieu credits shall not exceed eighty (80) hours at any time. Any credits over the eighty (80) hour maximum will be paid out in cash. Only when an employee has reduced the leave bank to less than eighty (80) hours will the employee be allowed to bank additional leave credits up to the eighty (80) hour maximum. Such time off shall be taken at a time mutually agreed upon between the employee and the Department Head;
- iii) recorded time off in lieu of overtime not used in the pay year in which it was earned shall, at the employee's request:
 - 1) be carried over into the following year; or
 - 2) be paid for at the employee's official hourly rate;
- iv) should the employee choose to carry these overtime hours into the following year, the employee shall only be entitled to bank sufficient further hours to provide time off to a maximum of eighty (80) straight-time hours in accordance with subsection ii) above.

5:05 On Calla) Definition

On call Pay is defined as pay received as a result of the employee having been directed by the Employer to be available on a standby basis outside the employee's regular working hours;

b) period of On Call

The period of Weekday On Call shall be from 5:00 p.m. of one day to 7:00 a.m. the following morning. On Saturday, the period of On Call shall be 7:00 a.m. Saturday to 7:00 a.m. on Sunday. On Sunday the period of On Call shall be from 7:00 a.m. Sunday to 7:00 a.m. Monday. In the case of a Recognized Holiday, the period of On Call shall be as on Sunday, that is from 7:00 a.m. of the morning of the Holiday until 7:00 a.m. on the following day;

c) Re-imbursement for Weekday On Call

Any employee placed On Call from Monday through Friday shall be entitled to receive two (2) hours pay at straight-time rates for each period of on Call, and if called shall be paid at time and one-half (1 1/2) regular rate plus any shift premium applicable. The minimum payment for any Call-Out shall be one (1) hour in terms of the pay to be received.

d) Reimbursement for Weekend or Holiday On Call

An employee placed On Call on Saturday or Sunday or a Recognized Holiday shall be entitled to receive three (3) hours pay at straight-time rates for the period of On Call. An employee who is Called-Out shall be entitled to receive payment for the hours worked at the rate of time and one-half (1 1/2) regular rate, including any shift premium or other premium. The minimum payment shall be for one (1) hour in terms of pay to be received;

e) call-Out When Not On Call

An employee who is called out to perform any service (duty) for the Employer and who was not on call shall be paid at the rate of time and one-half (1 1/2) for each hour worked with a minimum payment of two (2) hours at time and one-half.

5:06 Shift Premiums

a) Rotating Shift Employees (Other Than the Homes for the Aged but including Stationary Engineers at Homes for the Aged)

Any employee of the Rotating Shift Schedule required to work on a rotating shift basis will receive a premium of seven percent (7%) of the regular rate of pay for his/her classification for all shifts;

b) Rotating Shift Employees of the Homes For The Aged

Employees in Homes For The Aged who are required to rotate through day, evening and night shifts as laid down in the shift schedule shall, in addition to their regular salary, receive a premium of one dollar and seventy-five cents (\$1.75) on each occasion that the majority of the hours which are worked fall within the period of 5:30 p.m. and 8:00 a.m.;

Rotating Shift Employees who are granted their request that they not rotate through day, afternoon and night shifts shall not receive the seven percent (7%) premium or the one dollar and seventy-five cents (\$1.75) premium, whichever is applicable;

c) Premium for Hours Worked Between 7:00 p.m. and 7:00 a.m. (Other than Homes For The Aged but including Stationary Engineers)

Where the Employer requires any employee to work hours other than what has been defined under Hours of Work, such employee shall be paid the seven percent (7%) premium for all regular hours worked provided that fifty percent (50%) or more of those regular hours fall between 7:00 p.m. and 7:00 a.m.;

d) Regular (Permanent) Shift Employees of the Homes For The Aged

Where the Employer requires any employee to work hours other than those wherein the majority falls between 8:00 a.m. and 5:30 p.m., the employee shall be entitled to receive a premium of one dollar and seventy-five cents (\$1.75) on each such occasion;

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

Employees who are granted their request that they not work the shift as requested by the Employer shall not receive the seven percent (7%) premium or this one dollar and seventy-five cent (\$1.75) premium, whichever is applicable;

f) Work on Saturday and Sunday (Other than in the Homes For The Aged)

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

5:07 Changed Shifts

a) Posting of Shift

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

- i) be posted at least one (1) week (five (5) working days), prior to the commencement of the shift;
- ii) be five (5) consecutive days, Monday through to Friday. Monday through Friday for this purpose shall be defined as Monday commencing at 7:00 a.m. and finishing on Saturday at 7:00 a.m.;

b) Change of Posted Shift

- i) where an employee's shift has been changed and the notice of change of shift is less than one (1) week, the Employer shall pay four (4) hours at straight-time rates of the employee's regular salary in lieu of notice;
- ii) an employee required to work a changed shift or who is ordered by the Employer to return to his/her regular day shift shall, for the balance of that shift, receive or continue to receive seven (7%) premium pay or the one dollar and seventy-five cents (\$1.75) premium, whichever is applicable.

5:08 Co-ordinator Emergency Service (Social Services Department) not withstanding Article 5:05.

- (a) This service shall be achieved through posting and filling in accordance with terms of Article 12.
- (b) In the event that no qualified staff are prepared to provide this service, alternate arrangements may be made with consultation with the Union. Such arrangement would not exceed two (2) years without subsequent posting.
- (c) Effective 1 January 1993, remuneration for this service shall be \$536.50 per month.

ARTICLE 6 - LEAVES**6:01 Vacation Leave**

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

a) **Less than Two (2) Years' Continuous Service**

two (2) weeks per year, which is earned at the rate of five-sixths ($5/6$) working days for each completed month of continuous service, if the employee has completed less than two (2) years of continuous employment;

b) **Two (2) to Eight (8) Years' Continuous Service**

three (3) weeks per year, which is earned at the rate of one and one-quarter ($1\ 1/4$) working days for each completed month of continuous service, if the employee has completed two (2) but less than eight (8) years of continuous employment;

c) **Eight (8) to Seventeen (17) Years. Continuous Service**

Four (4) weeks per year, which is earned at the rate of one and two-thirds ($1\ 2/3$) working days for each completed month of continuous service, if the employee has completed eight (8) but less than seventeen (17) years of continuous employment.

d) **Seventeen (17) to Twenty-Five (25) Years' Continuous service**

five (5) weeks per year which is earned at the rate of two and one-twelfth ($2\ 1/12$) working days for each completed month of continuous service, if the employee has completed seventeen (17) years but less than twenty-five (25) years of continuous employment;

e) **Twenty-Five (25) to Thirty-Five (35) Years' Continuous Service**

six (6) weeks' per year which is earned at the rate of two and one-half ($2\ 1/2$) working days for each completed month of continuous service, if the employee has completed twenty-five (25) years but less than thirty-five (35) years of continuous service.

f) **Thirty-Five (35) Years or Over of Continuous Service**

Employees with thirty-five (35) or more years of continuous service will receive seven (7) weeks vacation per year which is earned at the rate of two and eleven-twelfths ($2\ 11/12$) working days for each completed month of continuous service.

6:02 Vacation in Probationary Period

An employee earns, but is not entitled to receive, vacation leave with pay during the Probationary Period.

6:03 Request for Advance in Vacation Entitlement

After the first year of continuous employment, an employee may be granted vacation leave in excess of the earned credits to the extent of credits that would accumulate to the end of that year.

6:04 Scheduling Vacation Leave

Vacations shall be used at a time mutually agreed upon by employees and their departments and should be taken within the year in which it is earned. If, by September 30 of the year, such leave has not been used as set out in Article 6:05, the Employer may suggest the use of such leave.

6:05 Carry Over of Vacation Leave

If, in any year, the Employer has been unable to grant all of the vacation leave earned by the employee in that year, the unused portion of vacation leave shall be carried over into the following year.

6:06 Maximum Carry Over of Vacation Leave

Employees are not permitted to carry over more vacation leave into the following year than the number of days of leave earned by them in that year, other than as set out in Article 6:10.

6:07 Scheduling of Vacation Carry Over

Subject to Articles 6:05, 6:06 and 6:10, such leave should be taken or scheduled by September 30 of the following year. In the event that this does not occur, the Employer shall direct the use of such leave.

6:08 Recovery of Overpayment

If an employee has taken more leave than he or she has earned at the time when the employee's services are terminated for a reason other than layoff or death, the salary overpayment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer.

6:09 Vacation Entitlement Upon Termination

When an employee is terminated and has earned but not taken vacation entitlement, the employee, or the estate of the employee if deceased, shall be paid for such unused vacation entitlement at the rate applicable at the time of termination or death. An employee who retires shall be deemed to have earned vacation entitlement for the full year in which retirement occurs.

6:10 Deferred Vacation for Retirement Purposes

An employee who has completed twenty (20) or more years of continuous service and who is age forty-five (45) or more, shall be entitled to defer annual vacation leave for retirement purposes subject to the following stipulations:

- a) Such deferral 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;
- b) Such deferred vacation leave is to be used immediately prior to normal retirement only and is to be used as pre-retirement leave;
- c) 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;
- d) An employee who terminates employment prior to normal retirement (or who dies) shall be paid for such deferred vacation at termination;
- e) Where Terminal Leave, Vacation Carry-over, vacation earned in year of retirement, and Overtime credits entitlement are due and owing to a retiring employee under this Agreement, such entitlements shall be in addition to deferred vacation under this Article;
- f) 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.

6:11 Income Protection Plan**a) Eligibility for Income Protection Benefits**

Regular full-time employees who have completed three (3) months of continuous service and who are unable to perform their duties due to a non-occupational illness or injury are eligible for Income Protection benefits as set out in this Article 6:11;

b) Schedule of Income Protection Benefits

<u>Length of Continuous Service</u>	<u>Entitlement</u>	
	<u>Full Salary (Working Days)</u>	<u>66-2/3% Salary (Working Days)</u>
less than 3 months	0	0
3 months but less than 6 mos.	0	85
6 months but less than 1 year	5	80
1 year but less than 2 years	10	75
2 years but less than 3 years	15	70
3 years but less than 4 years	20	65
4 years but less than 5 years	25	60
5 years but less than 6 years	35	50
6 years but less than 7 years	45	40
7 years but less than 8 years	55	30
8 years but less than 9 years	65	20
9 years but less than 10 years	75	10
10 years or over	85	0

The length of continuous service used to determine full benefit entitlement shall be updated on January 1 and July 1 of each year;

c) Calculation of IPP Benefits

full benefits and 66 2/39 benefits are based upon the salary of the disabled employee's classification, as set out in the Salary Schedules of this Agreement. An employee shall not lose any salary increment or negotiated settlement increase that would have been paid had the employee not been receiving Income Protection benefits;

d) Reporting of Absences

where possible, employees who are absent from scheduled work must notify their Department of the reasons for such absence no later than the employees' normal starting time;

e) Application for Benefits

an employee making application for Income Protection benefits shall complete a leave application form and submit it through his/her Department Head to the Human Resources Department. Such application shall be submitted upon the employee's return to work, or earlier, if requested by the Commissioner of Human Resources;

f) Medical Certification

an employee must provide a completed medical certificate when requested by the Commissioner of Human Resources. Such certificate may be sent directly to the Commissioner of Human Resources. The certificate shall be treated as a confidential document and shall be retained in the employee's confidential personnel file;

g) Referral to Employer's Medical Advisor

when, in the opinion of the Commissioner of Human Resources, an employee is making too frequent applications for IPP leave or the correctness of a medical certificate is questionable, the employee's application, medical certificate, and/or the employee may be referred to the Employer's Medical Advisor for investigation and report back to the Employer;

h) Reinstatement of Entitlement

for employees who have completed more than 3 years continuous service the entitlement of an employee to eighty-five (85) full salary days or two thirds (2/3's) salary days of IPP Payment will be reinstated subject to Subsection j) in the following circumstances:

i) Unrelated Claim

In the case of an employee who has a second (or further) claim, which is not related to a prior claim during which the employee used part or all of the eighty-five (85) days of entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and has worked one full day;

ii) Related Claim

In the case of an employee who has a second (or further) claim which is related to a previous claim during which the employee used part or all of the eighty-five (85) days of entitlement, the maximum applicable entitlement shall be reinstated provided that upon returning to work, the employee works each of the scheduled working days which fall within the twenty-five (25) calendar day period immediately following the return to work of the employee and prior to the commencement of the related claim.

i) Conditions Relating to Income Protection Benefits

- i) The applicable number of days of one hundred percent (100%) benefit protection shall be available only once in any pay year;
- ii) eligibility for one hundred percent (100%) benefits shall be reinstated as of the first day of the first pay period of each year. In the event that an employee is in receipt of Income Protection benefits at year's end, that employee becomes eligible for benefits payable at one hundred percent (100%) as set out in Section b). However, in no case is an employee eligible for more than eighty-five (85) days of Income Protection benefits for any one continuous period of absence;
- iii) when a Recognized Holiday, as set out in Article 6:21, occurs while an employee is in receipt of Income Protection Plan benefits, that Holiday shall not reduce the number of Income Protection days available to the employee. Payment for the Recognized Holiday shall be identical to the payment made on the last Income Protection Plan payment immediately prior to the Holiday.

6:12 Special Leave

- a) Special Leave is designed to enable an employee to be absent from employment with full pay for the following reasons:
- i) professional appointments such as medical, dental, legal and optical for the employee and/or his/her child;
- ii) the unexpected or sudden illness of the employee's spouse or child which prevents the employee from reporting to duty;
- iii) emergency situations which prevent the employee from reporting to duty.

Special Leave is to be utilized solely for the purposes set out in i), ii) and iii) above.

b) Qualifying

To qualify for special leave, employees must have:

- i) completed the Probationary Period as specified in this Agreement;

ii) notified their department at least forty-eight (48) hours in advance of the date and required time off. In the event of an emergency situation, such advance notice shall be waived;

c) Application

Application shall be made, in writing, to the Department Head. Application beyond the one (1) day will be considered on an individual basis and authorization shall be solely at the discretion of the Employer;

d) Maximum Leave

Special leave is limited to a maximum of four (4) days per annum, non-cumulative, and may be taken in quarter, half or full days;

e) Evidence of Leave Purpose

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

6.13 Bereavement Leave

a) Immediate Family

For the purpose of making arrangements for and/or attending the funeral, the Employer shall grant four (4) working days with pay to any employee on the following basis: death of husband, wife, child, parent or person standing in loco parentis, sister or brother, father or mother-in-law, brother or sister-in-law, son or daughter-in-law, grandchild. At the Employer's discretion, up to an additional two (2) days may be granted for the purpose of travel.

b) Grandparent

One (1) day Leave of Absence with pay shall be granted to an employee to attend the funeral of the employee's grandparent.

c) Definition

- i) For the purposes of definition:
 - brother-in-law and sister-in-law shall mean the brother or sister of the employee's spouse or the spouse of the employee's brother or sister;
- ii) A 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 cohabitating as a spouse for one (1) or more years;
- iii) A child shall mean the issue of the employee and his or her spouse as defined, or one formally adopted by the employee and spouse, or a legal ward, or the child (of the spouse) who has been living with the employee for one (1) or more years;
- iv) A grandparent shall mean the father or mother of the employee's father or mother.

6:14 Quarantine Leave

Employees shall be granted Leave of Absence under the Income Protection Plan when placed in Quarantine under order of the Medical Officer of Health.

6:15 mental Leave

An employee with more than twelve (12) months' seniority, upon written request to the Department Head, shall be granted Parental Leave of absence without pay for a period of up to six (6) months. This leave shall only be used for adoption or birth of an employee's child.

An employee is not entitled to Income Protection Plan benefits while on such leave.

While on Parental Leave of Absence without pay:

- a) the employee shall accumulate seniority;
- b) the employee's increment date shall remain unchanged;
- c) the employee's benefits as set out below, shall be maintained, provided the employee makes the necessary arrangement to pay his/her share (if any) of the premium costs of:
 - i) Extended Health Care
 - ii) Semi-Private
 - iii) Life Insurance
 - iv) Dental Insurance

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

Female employees shall be entitled to receive a topping up of U.I.C. benefits to ninety-three percent (93%) of normal salary.

1. It is recognized that this top up only applies in respect to the actual period of time in which the employee is in receipt of unemployment insurance benefits, (to a maximum of fifteen (15) weeks) and that this arrangement is subject to the approval of Employment and Immigration.
2. Effective 12 May 1993, it is recognized that this top up only applies in respect to the actual period of time in which the employee is in receipt of unemployment insurance benefits (to a maximum of **twenty-five** (25) weeks) and that this arrangement is subject to the approval of Employment and Immigration.

6:16 Extension of Leaves

Employees requesting extension of leave under Articles 6:13 or 6:15 for special reasons may make application to the Commissioner of Human Resources.

6:17 Special Consideration

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

6:18 Leave of Absence To Attend Union Conventions

The Employer agrees to grant Leave of Absence without pay to accredited Union delegates to attend Conventions or Conferences of the following organizations:

Canadian Labour Congress;
Canadian Union of Public Employees; and
The Canadian Union of Public Employees, Ontario Division;
Ontario Federation of Labour.

Union delegates will attempt to notify their Immediate Supervisor at least twenty (20) days prior to the date they will be leaving to attend a convention.

6:19 e ve

a) Negotiation Committee

The Employer shall grant Leave of Absence with pay to a maximum of three (3) employees elected or appointed by the membership to represent the Union in the matter of the renewal or revision of the Agreement;

b) Union Administration

The Employer shall grant reasonable Leave of Absence with pay to duly elected or appointed representatives of the Union for the purpose of transacting business which the Union deems necessary. Such leave of absence shall not exceed thirty (30) working days in any calendar year;

c) Reimbursement by Union

The Union will reimburse the Employer following such absences for the time spent by the employee6 in Negotiations and/or Union business.

6:20 Leave of Absence Without Pay

a) personal Leave

Employees who desire Leave of Absence without pay shall make application to the Department Head with a copy to the commissioner of Human Resources.

b) E_____

Under special circumstances, one (1) employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated may apply to the Employer for Leave of Absence without loss of seniority, and, while the granting of such leave and its duration are at the sole discretion of the Employer, such leave will not be unreasonably withheld;

c) E

On any occasion whereby an employee is on Authorized Leave of Absence without pay in excess of twenty (20) consecutive working days, the employee's seniority date, increment date and all benefits enjoyed by the employee immediately prior to the commencement of such Leave of Absence shall be suspended. When the employee returns to full-time, active employment, the employee's seniority date, increment date and all benefits mentioned above shall be adjusted, according to the length of the leave of absence, and the balance shall be reinstated;

d) Arrangements to Continue Benefits

It is understood that arrangements may be made between the employee and the Human Resources Department for continuation of certain insured benefits while on a Leave of Absence.

6:21 Recognized Holidaysa) Named Holidays

The following Statutory or Proclaimed Holiday are recognized by the Employer and, subject to subsection b) herein, shall entitle employees to a day off with pay as set out in subsection e) below; or if scheduled to work on such day, an additional day of pay:

NEW YEAR'S DAY	CIVIC HOLIDAY (August)
GOOD FRIDAY	LABOUR DAY
EASTER MONDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
	BOXING DAY

In addition to those Holidays set out above, any day proclaimed by the Governor-General in Council or the Lieutenant-Governor in Council for the Province of Ontario shall be a Recognized Holiday;

b) Employees Entitled to Recognized Holidaysi) P

As a prerequisite to entitlement to a Recognized Holiday, employees must work the day previous to and the day subsequent to the Recognized Holiday set out in Article 6:21 a);

ii) Employees on Leave

Employees on Authorized Leave of Absence with pay, or on Authorized Leave of Absence without pay of less than five (5) days' duration shall be entitled to a Recognized Holiday with no reduction in their normal salary or wage;

c) Alternate Day of Observancei) Holiday on Saturday or Sunday

A Holiday falling on a weekend shall be observed on the following Monday;

ii) Christmas and Boxing Day

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

d) calculation of Holiday Pay

Payment shall be calculated on the basis of the employee's daily rate, excluding overtime on the Holiday;

e) Rate For Working on Holiday

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

6:22 Recognized Holidays - Shift Employees - Homes For The Aged

a) In lieu of the named Recognized Holidays set out in Article 6:21, shift personnel at Homes For The Aged shall be entitled to eleven (11) days' leave with pay, subject to meeting the requirements of Article 6:21;

b) Scheduling of Leave

Leave Credits in lieu of Recognized Holidays may be taken concurrent with Vacation Leave of regular days off, subject to the approval of the Executive Director of the Home;

c) Opting For Reimbursement

Within six (6) weeks of the Holiday, the employee shall exercise one of the following options:

- i) receive payment, or
- ii) take the leave with pay at a mutually agreeable time.

Should the employee not exercise either option within the time limit set out above, the Employer may assign the date of the Leave with Pay. Such assignment shall not be made in an unreasonable manner;

d) Entitlement At Termination

An employee who separates from employment during the calendar year shall only be entitled to those Recognized Holidays which were celebrated up to the date of separation and any lieu day credits used in excess of the employee's entitlement shall be repaid to the Employer.

6:23 Jury and Witness Duty Leave

An employee who is called upon to:

- a) serve on a jury, or

- b) Attend as a witness by subpoena or summons or by providing proof satisfactory to the Employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized to compel the attendance of witnesses before it or any person or body of persons authorized by law to compel the attendance of witnesses before it

shall be allowed Leave of Absence with full pay, but to receive such entitlement, the Employee must pay to the Employer the allowances received from the Court or Committee, exclusive of expenses, for such services.

6:24 Testify on Behalf of Employer - Vacation

Employees on authorized Vacation Leave who are required to testify or are subpoenaed as witnesses to give evidence on behalf of the Employer, shall have their Vacation Leave entitlement restored for the period of time required to attend court or any legal proceeding and will, in addition for the hours so required to attend, receive twice (2) their regular or normal salary.

6:25 Time Off For Voting

a) **Municipal or Provincial Election**

Employees who are qualified electors in a municipal or provincial election shall, for the purpose of casting their vote on an election day, be excused from regular duties for a period sufficient to allow them three (3) consecutive hours prior to the closing of the polls;

b) **Federal Election**

Employees who are qualified electors under the Canada Election Act shall, for the purpose of casting their vote on an election day, be excused from regular duties for a period sufficient to allow them four (4) consecutive hours prior to the closing of the polls;

c) **Exceptions**

The above shall not apply if the employee works on any shift where there are sufficient hours to vote available on the employee's own time.

6:26 Blood Donors

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

6:27 Career Development Leaves

a) **Education Leave**

Every employee is eligible to apply for Educational 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.

b) Examination Leave

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 where, in the opinion of the Employer, the course of study is directly related to the employee's duties. Such leave will not be unreasonably denied.

ARTICLE 7 - WORKERS' COMPENSATION7:01 ~~Payments to Employees with Less Than Three (3) Months of Continuous Service~~

Employees who have less than three (3) months of continuous service who are absent from duty as a result of illness or injury arising out of and in the course of their employment (within the meaning of the workers' Compensation Act) shall receive compensation from the Employer to the level provided in the Workers' Compensation Act effective from the date of disability after the Employer has been notified by the Workers' Compensation Board or the claim approval.

7:02 ~~Payments to Employees with Three (3) or More Months of Continuous Service~~

Employees with three (3) or more months of continuous service who suffer an injury or illness arising out of and in the course of employment and who are awarded total temporary disability benefits by the Workers' Compensation Board shall, upon production of the medical certification described in Article 7:02 (c) of this Agreement, be entitled from the date of commencement of disability, to the following:

- (a) Payment of salary or earnings by the Employer as established by the Workers' Compensation Act. The Employer will supplement, where required, such amounts to assure that employees receive seventy-five percent (75%) of regular salary or wages upon which the Workers' Compensation Board made its determination;
- (b) The Employer will provide and pay one hundred percent (100%) of premiums for the following:
 - (i) Pensions - COSF or OMERS;
 - (ii) Health and Medical and Dental Plans as set out in Article 18:02 and 18:04 of this Agreement;
 - (iii) Life Insurance Plan as set out in Article 18:03 of this Agreement;
 - (iv) Long Term Disability as set out in Article 18:05 of this Agreement;

... provided that in any calendar month the employee is in receipt of total disability benefits as defined in the Workers' Compensation Act, for five (5) or more working days.

- (c) Before any compensation payments or premiums as set out in subsections 7:02(a) and 7:02 (b) above are paid, the employee shall be required to provide satisfactory medical certification to the Employer within ten (10) days of the date of disability, and every twenty (20) working days thereafter if required by the Employer. The medical certification shall describe the nature of the medical problem and the expected duration of absence from work. All medical certifications shall be treated by the Employer as confidential documents and may be submitted directly to the Human Resources Department.
- (d) While awaiting the Workers' Compensation Board's decision of an employee's claim, the Employer shall advance to the employee payments through the Income Protection Plan as follows:
- (i) While the employee has full salary eligibility under the IPP Schedule, as set out in Article 6:11(b), the payment will be as set out in Article 7:02 (a);
- or
- (ii) When eligible for less than full benefits under the IPP Schedule, as set out in Article 6:11(b), then such advances shall be at the level of sixty-six and two-thirds percent ($66 \frac{2}{3}$) salary or wage;
- (e) Should a claim be disallowed by the Workers' Compensation Board, all payments made by the Employer under this Article shall cease. Payment to the employee shall then be made under Article 6:11 (Income Protection), provided medical certification acceptable to the Employer has been received;
- (f) An employee who returns to full and regular duties shall be returned to a position equal to the one which was held prior to the compensable disability and the benefits described in (a) and (b) above shall cease;
- (g) Where the Workers' Compensation Board penalizes an employee by reducing or terminating full temporary disability benefits, the provisions set out in Article 7:02 (a) and 7:02 (b) shall be adjusted proportionately.

7:03 Temporary Light or Modified Duties

When the Workers' Compensation Board certifies that an employee is able to perform, temporarily, only light or modified duties, the Employer shall endeavor to find a position within the employee's medical capabilities and required ability to perform the duties of such position.

If the employee is placed in such light or modified duties by the Employer, he/she shall continue to receive the bi-weekly salary or wage the employee was receiving immediately prior to the date of disability.

An employee who is placed by the Employer in a light or modified position shall be assessed on an on-going basis by the Workers' Compensation Board. In any case, when the employee returns to light or modified duties, the Employer shall be guided by any recommendations of the Workers' Compensation Board of Ontario.

7:04 Permanent Partial Disability

- (a) In the event an employee's disability is assessed as being permanent, the Employer will endeavor to find such employee an ongoing alternative position, consistent with such employee's medical capabilities and qualifications to perform the work of such position;

A re-assigned, permanently partially disabled employee, so placed by the Employer, will be paid the rate of pay of the position to which such employee is assigned;

- (b) In the event that the Employer cannot find a suitable alternative position, as set out in Article 7:04(a) above, the Employer shall be guided by the recommendations of the Workers' Compensation Board.

7:05 No Job Creation

None of the provisions of this Article 7 shall be construed as obligating the Employer to create a position for a disabled employee who is unable to perform all the duties of a particular position.

7:06 Employee Right to Award for Injury

An employee is entitled to any lump sum payment or permanent award from the Workers' Compensation Board for a past injury, and such award shall not reduce any salary or wage paid to such employee for work performed.

7:07 Benefits Prior to Termination

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

7:08 Worker's Compensation Benefits Become Taxable

In the event that Workers' Compensation should become taxed as normal income, the Employer and the Union agree that the employee receiving Workers' Compensation shall not receive less than his/her normal salary. The details of such rearrangement shall be negotiated between the Union and the Employer at the time of such change in legislation.

ARTICLE 8 - FORMER SICK LEAVE PLAN CREDITS**8:01 Eligible Employees**

The provisions of this Article 8 shall apply to all employees who were hired prior to the introduction of the Income Protection Plan in August, 1979, and who have been employed continuously with the Employer since that date.

8:02 Dedication of Bank Credits

Eligible employees, as set out in Article 8:01 shall have any Sick Leave Credits existing as of August 31, 1984 dedicated as follows:

- A) Bank "A" -Such credits shall be set aside in Bank "A" to a maximum of one hundred and thirty (130) days for the purpose of providing an Allowance Upon Termination, as set out in Article 8:04 A)(i) or Retirement Leave, if granted, as set out in Article 8:04 A)(ii).
- B) Bank "B" -Credits in excess of the one hundred and thirty (130) days dedicated to Bank "A", up to a maximum of two hundred and sixty (260) days, shall be dedicated to Bank "B", on the basis of one (1) day banked for each two (2) days so dedicated to a banked maximum of sixty-five (65) days. The purpose of Bank "B" is to provide pre-retirement leave immediately prior to the Date of Retirement as set out in Article 9:03. Credits in excess of two hundred and sixty (260) days shall be forfeited.

8:03 Accumulation of Additional Credits and Their Use

Effective as of the commencement of the 1985 pay year on December 21, 1984, the following shall replace the provisions set out in subsection A) above:

- (a) Eligible employees shall accumulate five (5) days of Credits annually which shall be reduced by one (1) for each day of Income Protection Leave taken in that year. The employee shall elect to apply these Credits, usually in January of the following year, as follows:
 - (i) To increase his/her Bank "A" credits but not beyond the maximum allowance of one hundred and thirty (130) days as set out in Article 8:02 A);
 - OR
 - (ii) To receive pay on the basis of one (1) day of pay for each one (1) day of credits remaining after reduction by utilized IPP;
 - OR
 - (iii) To receive Paid Leave on the basis of one (1) day of leave for each day of credits remaining after reduction of utilized IPP. Such Paid Leave shall be granted under the same regulations as Annual Leave, is not cumulative, and must be used in the year elected.

8:04 Allowances Upon Termination**A) In the Event of Death or Retirement**

- i) Upon termination of employment by reason of death, or retirement as set out in Article 9:03, an employee (or the Estate of an employee) shall be entitled to a payout equal to the product obtained by multiplying twice the number of days in Bank "A" by the employee's daily rate of pay, divided by two (2), to a maximum of one hundred and thirty (130) days;

OR

ii) Request For Retirement Leave

In lieu of the payment set out in Article 8:04 A)(i) above, an employee may apply to the Regional Chair for permission to advance his/her Retirement Date by the number of days of Credits in Bank "A". If this request is granted, it shall be called Retirement Leave, and the retiring employee's position shall be considered vacated on the effective date of Retirement as set out in Article 9:03, or on the date on which Retirement Leave commences.

B) Termination Allowance for Other Reasons

On termination of employment for any reason other than death, Retirement as set out in Article 9:03, or discharge for proper cause, an employee shall be entitled to a payout equal the product obtained by multiplying the employee's daily rate of pay by the sum of the number of days of credits in Bank "A", plus twice (2 times) the number of credits in Bank "B", with this sum to be divided by two (2), a combined maximum of one hundred and thirty (130) days.

Example - Employee with maximum credits in Bank "A" (130 days) and Bank "B"

$$\frac{130 + (65 \times 2)}{2} \times \$ \text{ Daily Rate} = 130 \text{ days} \times \$ \underline{\quad}$$

ARTICLE 9 - RETIREMENT, SUPERANNUATION AND PENSION9:01 Employees Hired Prior to July 1, 1965

Employees hired prior to July 1, 1965, who were enrolled in the City of Ottawa Superannuation Fund (C.O.S.F.) shall have their Superannuation governed by the by-laws of that Fund.

9:02 Employees Hired On or After July 1, 1965

Employees hired on or after July 1, 1965, shall have their Pension governed by the Ontario Municipal Employee's Retirement system (O.M.E.R.S.).

9:03 Effective Date of Retirement

An employee's Retirement Date shall be the first (1st) day of the month following the month in which the employee attained age sixty-five (65) or the date an employee is eligible for, applies, and accepts an immediate, non-reduced, non-medical pension through the COSF or OMERS Pension Program. Female employees hired prior to September 1, 1962 and who have worked continuously with the Employer since that date have the option of retiring on the anniversary of their sixtieth (60th) birthday or anytime thereafter up to the first (1st) day of the month following the month in which such employee attains age sixty-five (65).

9:04 Changes to the O.M.E.R.S. by Mutual Agreement

The Employer agrees that it will not make any unilateral revisions to the provision of benefits under the Ontario Municipal Employees Retirement System or the O.M.E.R.S. Disability By-Law, known as By-Law 218-73. Any changes or revisions shall only be made with the concurrence of the Union.

ARTICLE 10 - PROBATIONARY PERIOD**10:01 Probationary Period**

New employees shall be on a Probationary Period normally not exceeding six (6) consecutive calendar months.

10:02 Extension of Probationary Period

The Employer may, with the approval of the Union, extend the Probationary Period as specified above up to an additional six (6) months but, in all cases, the request and confirmation must be made in writing.

10:03 Definition of Six (6) Calendar Months

For the purpose of this Article, six (6) consecutive calendar months shall be defined as being employed without a break in service and for which an employee receives pay except where an employee requests and is granted Leave of Absence without pay for a period not exceeding one (1) calendar month. Time off due to illness and Workers' Compensation shall be added to the term of the employees Probationary Period.

10:04 No Grievability or Arbitrability

No disputes as to the termination or rejection of a Probationary Employee shall be considered under the Grievance or Arbitration procedures set out in this Agreement.

ARTICLE 11 - SENIORITY**11:01 Definition of Seniority**

Seniority, as referred to in this Agreement, shall mean the length of continuous service of an employee with the Bargaining Union, except as set out in Appendix 6 which is attached to and forms part of this Agreement.

11:02 Commencement of seniority

Seniority shall commence from the first day of continuous employment provided that the employee has completed the Probationary Period.

11:03 Accumulation of seniority

Seniority shall accumulate under the following circumstances:

- a) when the employee is on the active payroll of the Employer;
- b) when the employee is off the payroll due to an authorized layoff of not more than six (6) months;
- c) when the employee is off the payroll due to a temporary disability and is receiving compensation under the Workers' Compensation Act, and has not accepted employment with another employer;
- d) when the employee is off the payroll for less than twenty (20) working days on any leave of absence authorized by the Employer;
- e) when the employee is off the payroll on an Educational Leave under Article 6:27.

11:04 Loss of Seniority

An employee shall lose all seniority when such employee:

- a) voluntarily resigns, or leaves the employment of the Employer, or is absent from work without authorization for a period in excess of five working days in which case it shall be deemed to be a voluntary termination;
- b) is discharged and not reinstated;
- c) is off the payroll for a continuous period of more than six (6) months as a result of a layoff, at which time the employee shall be deemed to be terminated;
- d) is off the payroll due to disability in excess of six (6) months, subject to Article 18:07;
- e) fails to report to work within three (3) working days after having been notified of a recall to work following a layoff unless the employee has a reason acceptable to the Employer;
- f) fails to return to work upon termination of an authorized leave of absence, unless the employee has a reason acceptable to the Employer, and such failure shall be considered a voluntary termination,

11:05 Returns From Transfers Out of Scope

In the event an employee, covered by this Agreement, is transferred to a position outside the Scope of this Agreement and at a later period returns to a position within the Scope of this Agreement, the employee shall retain the seniority held at the time of transfer but shall not accumulate any additional seniority for the period during which the employee held a position outside the **scope** of this Collective Agreement. Please refer to new Appendix 6 (reciprocal Agreement between Local 2187 and Local 503).

11:06 Seniority Lists

The Employer shall provide to the Union each year, and as revised, an up-to-date seniority list,

ARTICLE 12 - VACANCIES, NEW POSITIONS, TRANSFERS**12:01 Posting of Vacancies**

All vacancies and new positions of a permanent nature with the Bargaining Unit shall be posted for a period of not less than five (5) working days throughout the Employer's premises.

Definition:

A vacancy shall be defined as any position which the Employer intends to fill and which has not been predesignated by the Employer to be filled by a lateral transfer. If the Employer preselects an employee to fill a position that is going to be vacated, such position will not be considered to be a vacancy when the incumbent leaves the position. No predesignation shall exceed three (3) months.

12:02 Selection Procedures

The following factors shall be considered when filling a vacancy or a new position:

- (a) The employee's qualifications, academic and otherwise for the position. Relevant job experience as determined by the Employer may be accepted as equivalent to academic qualifications;
- (b) The employee's past record with the Employer;
- (c) The employee's ability to perform the work available;
- (d) The employee's seniority when (a) (b) and (c) are equal.

12:03 Notification as to Successful Candidate

The Employer shall notify in writing all candidates as to the name of the successful candidate.

12:04 Contents of Notices of Vacancy

All job posting notices shall contain the following information: job title, classification, establishment control number, qualifications, education, salary range, shift, skills and knowledge.

12:05 Requests For Transfers

The Union recognizes that an employee may request from the Employer to be transferred from their present position to any other position within the Bargaining Unit.

ARTICLE 13 - LAYOFF AND RECALL**13:01 Vacation or Lieu Time While on Layoff**

Employees on layoff may use vacation credits or Lieu time credits during layoff, but their recall is governed by this Article and Article 11:04 c).

13:02 Notification of Layoff

The Employer will notify seniority employees one (1) week prior to a layoff. Employees who have not completed the Probationary Period will not be entitled to notice of layoff under the terms of this Agreement.

13:03 Hiring During Layoff

No new employee will be hired until those employees who have been laid off have been given an opportunity of re-employment, subject to the conditions of recall out in Article 13:05,

13:04 Seniority Rights Upon Layoff

In the event of a layoff, employees shall be given the opportunity to revert to a classification equal to or lower than the classification they held at the time of layoff, subject to the required knowledge and ability to perform the work available. Failing such opportunity, employees shall be laid off in reverse seniority order.

13:05 Seniority Rights to Recall

- a) Employees on layoff shall be recalled in seniority order provided that they have the required knowledge and ability to perform the work available, and subject to the Employer's right and obligation to maintain an efficient workforce as required;
- b) Employees who fail to exercise seniority rights as set out in Article 13:04 shall be subject to recall in the classification held prior to the layoff.

13:06 Information

Copies of all layoff notices shall be sent to the Union and shall contain the following information: the employee's name, address, Social Insurance Number, seniority date, classification and department.

13:07 Obligation of Employees

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

ARTICLE 14 - STEWARD RECOGNITION/DISCIPLINARY ACTIONS**14:01 Appointment of Stewards**

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

14:02 Obligation of Stewards**a) Union Recognition of Obligation of Stewards**

The Union recognizes that Stewards are employed full time by the Employer and that they will not leave their work during working hours to perform their duties as Stewards except in accordance with this Collective Agreement;

b) Permission Required In Advance

Stewards shall not leave their work to perform Steward duties as set out in this Agreement until they have obtained permission from their Immediate Supervisor. Permission shall be given within an hour unless an emergency situation requires employees to continue their work for the Employer, in which case Stewards shall be permitted to immediately contact the Union office;

c) Reporting Time and Destination

When requesting permission to leave their work during working hours to perform their duties as a Steward, Stewards shall indicate the anticipated time of return and should it be necessary to revise the time of return, they shall notify their Immediate Supervisor. Stewards shall report to their Immediate Supervisor upon return to work;

d) No Work Other Than As Steward

The Union recognizes that Stewards shall not use such time away from work except to perform duties as Stewards.

14:03 Number of Stewards

Generally speaking, there shall be one (1) Steward appointed for every seventy-five (75) employees, with a maximum of one (1) per Department.

14:04 Disciplinary Actions

When an employee has been suspended or discharged, the Employer shall convene a meeting within two (2) working days of such action. The employee shall be advised in advance of the nature of the meeting at which the employee, if so desired, shall be entitled to representation, where possible. At such meeting the employee shall be advised in writing of the reason for such disciplinary action. The time limits for any grievance shall date from the meeting.

14:05 Disciplinary Notices

Any notice of disciplinary action which may have been placed in the personnel file of an employee shall be removed after not more than twenty-four (24) months have elapsed since the disciplinary action has been recorded.

14:06 Access

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

ARTICLE 15 - GRIEVANCE PROCEDURE**15:01 Definition of a Grievance**

Within the terms of this Agreement, a Grievance shall be defined as a difference of opinion between an employee or the Union and the Employer concerning the interpretation, application or administration of this Agreement.

15:02 Complaint Stage

- a) The Parties to this Agreement share a desire to adjust employee Complaints as quickly as possible. Employees shall discuss their Complaints with their Immediate Supervisor within five (5) working days of the occurrence giving rise to the Complaint so as to afford the Supervisor an opportunity to resolve the Complaints. Employees may be accompanied by a representative of the Union when the Complaints are being discussed with the Supervisor;
- b) It is agreed that employees shall not file Grievances until they have discussed their Complaints with their Immediate Supervisor in accordance with Article 15:02 a).

15:03 Filing a Grievance

When employees have presented their Complaints to the Supervisor and such Complaints have not been resolved to their satisfaction within three (3) working days of the meeting, they may file a Grievance with the Union Grievance Committee. The Grievance must be signed and dated by employees within fifteen (15) working days of the day on which they were notified or became aware of the incident giving rise to the Grievance or within ten (10) working days of the receipt of the Supervisor's reply to the Complaint, whichever shall last occur.

15:04 Step 1 of Grievance Procedure

Where an employee has filed a Grievance with the Union Grievance Committee, the Union may, within ten (10) working days from the date thereof, present the Grievance to the employee's Department Head, or designate. The Department Head or designate shall meet with the Grievor and the Union representative within five (5) working days from the day on which it was presented and shall, within five (5) working days from the meeting, render the decision in writing.

15:05 Proceeding to Step 2

If the Department Head or designate:

- a) fails to meet the Grievor and the Union representative; or
- b) fails to render the decision to the Grievor and the Union representative within the time prescribed in 15:04, Step 1; or
- c) fails to render a decision which is acceptable to the Grievor and the Union representative,

the Union Grievance Committee may forward a copy of the Grievance to the Commissioner of Human Resources within fifteen (15) working days from the day on which the Grievance was presented to the Department Head or designate.

15:06 Step 2 of Grievance Procedure

The Commissioner of Human Resources or designate shall, within seven (7) working days after receiving the Grievance, meet with the Union Grievance Committee and the Department Head or designate of the employee's department, and shall within five (5) working days after the meeting with the Union Grievance Committee, notify the said Committee, in writing, of the decision with regard to the Grievance.

15:07 Proceeding to arbitration

In the event that the decision of the Commissioner of Human Resources is not acceptable to the Union Grievance Committee, the Committee shall notify the Commissioner of Human Resources within ten (10) working days of the receipt by it of the decision of the Commissioner of Human Resources if it desires to submit the Grievance to Arbitration for final disposition in accordance with the procedure for Arbitration of Grievances set out in Article 16.

15:08 Policy Grievance

A Policy Grievance shall be defined as a Grievance of the Parties as it affects the well being of the Grieving Party. Policy Grievances shall be filed at the equivalent of STEP 2, from or to the Commissioner of Human Resources or Chairman of the Union Grievance Committee.

The Commissioner of Human Resources and the Union Grievance Committee shall meet within seven (7) working days of receipt of the Grievance.

The Receiving Party shall reply within five (5) working days of the meeting, and thereafter Article 15:07 shall apply.

15:09 Discharge Grievances

A Grievance relating to the discharge of an employee shall commence with the Commissioner of Human Resources as set out in Article 15:06. Discharge Grievances shall be filed within five (5) working days of the discharge.

15:10 Union Representatives

At any Stage or Step in the Grievance Procedure, the Grieving employee may be present, and shall be represented by the Union.

15:11 Definition of a Working Day

A working day, as set out in this Article 15 or Article 16, is a day other than Saturday, Sunday or a Recognized Holiday.

15:12 Time Limits

The time limits set out in this Article 15 may be extended by mutual agreement in writing.

ARTICLE 16 - ARBITRATION OF GRIEVANCES**16:01 Initiating Arbitration**

- a) A Party processing a Grievance to Arbitration shall, as set out in Article 15:07, notify the other Party within ten (10) working days of receipt of the decision of the Commissioner of Human Resources, or designate, at "Step 2". Such notice shall contain the name of its nominee to the proposed Arbitration Board.
- b) **Establishing an Arbitration Board**

The Party receiving the notice set out in subsection a) shall, within seven (7) working days, appoint a nominee to the proposed Arbitration Board. The two nominees shall confer jointly in an endeavor to select a third member who shall be the Chairman of the Arbitration Board. If, within ten (10) working days, the two nominees have not reached agreement as to a Chairman, the matter shall be referred by either nominee to the Minister *of* Labour *for* the Province *of* Ontario who

shall so appoint.

16:02 powers of the Arbitration Board

The Board of Arbitration does not have power to alter any provision of this Agreement, or to substitute any provision for an existing provision or to add to or delete from or render a decision which is inconsistent with the terms of this Agreement. The Arbitration Board has the right to determine whether a matter is arbitrable.

16:03 Final and Binding Effect of Award

The decision of the Arbitration Board shall be final and binding upon both Parties to this Agreement as well as upon the employee or employees involved in the dispute.

16:04 Cost of the Arbitration Board

Each Party shall bear the expenses of its own Arbitrator and shall bear equally the expense of the Chairman and all other expenses of the Arbitration.

16:05 Board Was Right to Amend Penalty

a) Unjust Suspension or Discharge

Employees who have been found by an Arbitration Board to have been unjustly suspended or discharged shall be reinstated to their former position and place of work and shall have all rights and benefits restored;

b) Board Right to Amend Penalty

Nevertheless, in any situation where the Board of Arbitration determines that there is cause for discipline, suspension or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

ARTICLE 17 - UNION SECURITY

17:01 Deduction of Union Dues

The Employer shall deduct from 24 pays per year from all employees who come within the Scope of this Agreement, all normal Union dues chargeable by the Union, and shall remit this sum to the Treasurer of the Union as advised.

Union dues shall not include initiation fees or special assessments.

17:02 check-Off List

The Employer shall supply a dues check-off list to the Union on a bi-weekly basis with notations as to new hires and terminations.

ARTICLE 18 - BENEFIT PLANS**18:01 condition of Employment**

Employees, excepting those employees who have parallel coverage in another Group, are required as a condition of employment to be insured under the Benefits Plans set out in this Article 18.

18:02 Health Insurance Plan

Upon completion of six (6) months of continuous service, the Employer shall provide to each employee and his/her eligible dependents and pay one hundred percent (100%) of the premium cost for the following Plans:

- a) Blue Cross Semi-Private Hospitalization or equivalent;
- b) Blue Cross Extended Medical Plan or equivalent. Vision Care to a maximum of \$200.00 per claimant every two (2) years.

18:03 Life Insurance

Upon completion of six (6) months of continuous service, the Employer shall pay seventy-five percent (75%) towards the cost of the Group Life Insurance Plan which provides

- i) \$70,000 of protection;
- ii) effective 12 May 1993, \$75,000 of protection.

18:04 Dental Insurance

- a) The Employer shall provide a Dental Plan equivalent to the Basic Blue Cross Plan #7 with Riders 1, 2, 3 and 4 and shall pay seventy-five percent (75%) of the premium cost for eligible employees;

NOTE: Rider 2 equivalent - Dentures and partials covered to 80% of schedule with a \$1,000 annual maximum and a \$3,000 lifetime maximum per claimant.

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

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

- b) The ODA fee schedule shall be the current year rate minus one year.
- c) Eligibility for enrolment shall be after six (6) months of continuous service.

18:05 Long Term Disability Plan

- a) Effective date of ratification, upon completion of six (6) months of continuous service, the Employer will pay the full premium for a Long Term Disability Plan on behalf of the Employee as a non-taxable benefit while providing the following:
 - i) Seventy-five percent (75%) of the employee's basic salary on the date of disability;
 - ii) Employees shall be eligible for benefits after seventeen (17) weeks of continuous disability;
 - iii) A cost-of-living adjustment shall provide for an increase of up to four percent (4%) in accordance with the Master Contract;
 - iv) The Employer shall continue its present practice of providing the following benefits when a disabled employee is receiving L.T.D.I. Benefits:
 - a) Life Insurance
 - b) Extended Health Care Insurance
 - c) Semi-Private Coverage, and
 - d) Dental Insurance, for disability subsequent to August 1, 1979.

18:06 Definitions of Totally Disabled

- a) Class I Employees

"Totally Disabled" for Class I employees shall mean for the Qualifying Period and the first twenty-four (24) months immediately following the Qualifying Period, the employee is wholly and continuously disabled by illness or accidental bodily injury which prevents the employee from performing any and every duty or the employee's normal occupation. Thereafter "Totally Disabled" shall mean the employee is unable to perform any and every duty of any occupation for which such employee is reasonably fitted by education, training or experience;
- b) Class II Employees

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

c) Definitions of Class I and Class II

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

18:07 Declaring an L.T.D. Vacancy

Upon acceptance and receipt of Long Term Disability benefits, the employee's position will not be declared vacant:

- a) for a minimum of six (6) months from date of commencement of disability; except that for employees with banked sick leave, the date shall be;
- b) to a maximum of one (1) year from the date of commencement of disability, or to the extent of the employee's banked sick credits, (without deduction from bank) whichever is the lesser.

18:08 Effective Date of L.T.D.I. Coverage

Employees shall be covered for Long Term Disability Insurance upon the completion of six (6) months of continuous service.

18:09 Cost-Shared Plans

The Employer shall deduct from the employee's pay the required contributions as set out in this Agreement for the aforementioned Plans.

ARTICLE 19 - PERSONNEL ADVISORY COMMITTEE19:01 Establishment of Committee

The Employer and the Union shall set up a committee to be known as the Personnel Advisory Committee, composed of representatives of the Employer, two (2) representatives of the Union, and the Commissioner of Human Resources,

19:02 Calling a Meeting

Either Party to this Agreement may formally request that a meeting of the Committee be held to discuss issues of mutual concern and the meeting shall be convened as soon as possible.

ARTICLE 20 - SALARIES20:01 Salaries to be Paid

The salaries to be paid to employees covered by this Agreement shall be in accordance with the official Schedule of Salaries of the Employer as agreed to by the Employer and the Union,

20:02 administration of Salaries

The administration of salaries shall be governed by the Employer's Salary Administration Policy submitted to Council on the 23rd of April, 1975 or as may be amended from time to time. (Refer to Information Item No. 1).

20:03 Long Service Pay

Applicable only to employees on strength before August 4, 1979.

a) **Schedule of Entitlement**

Long Service Pay shall be paid on the following basis:
 after 10 years service, the sum of \$100 per year, until
 after 15 years service, the sum of \$150 per year, until
 after 20 years service, the sum of \$200 per year, until
 after 25 years service, the sum of \$250 per year.

b) **Entitlement at Normal Retirement**

An employee shall receive the full annual amount of Long Service Pay for the year in which such employee retires on Normal Retirement;

c) **Employee Entitlement Upon Death**

In the event of the death of an employee, the full amount of Long Service Pay for that year shall be paid to such employee's estate;

d) **Definition of Service**

For the purpose of Long Service Pay, service is to be construed as continuous service with the Employer.

20:04 Timing of Increment

Subject to Articles 6:20 c) and 20:06, the normal effective date for the implementation of an employee's salary increment within a pay range shall be the first day of the bi-weekly pay period following the appropriate salary increment date. The normal salary increment date shall be the annual anniversary of the employee's appointment.

20:05 Normal Progression Through Salary Range

Except as provided in Articles 6:20 c), 20:06 and 20:07, employees shall be granted salary increments on their salary increment date until they reach the maximum rate in the range of rates for the classification level to which they are appointed.

20:06 Denial of Increment

A salary increment may be denied when the Employer is dissatisfied with the employee's performance. When the Employer intends to deny a salary increment to an employee, the Employer shall, at least two (2) weeks before the due date for the salary increment of the employee, give the employee the reason for the denial in writing. The time limits for any Grievance shall begin with receipt of such notice.

20:07 Re-Instatement of Increment

When the Employer has denied a salary increment under Article 20:06, a quarterly review of the employee's performance shall be held. Should the Employer agree to grant the increment, the effective date shall be as of the date of the review. If the agreement to restore the increment occurs in the first half of such year, the employee shall maintain the date of increment formerly held. If the agreement to restore the increment occurs in the last half of such year, a new anniversary date as of the review will be established.

20:08 Salary Protection on Downward Reclassification

When a position has been re-classified downward, the incumbent employee shall:

a) If Earning Less Than The New Classification Maximum

be fitted into the new classification at a salary level not less than the employee earned prior to the reclassification. *The* employee's increment date shall remain unchanged.

b) If Earning More Than The New Classification Maximum

be placed at the maximum level of the new classification. Such employee shall receive the difference between the old salary level paid prior to the reclassification and the maximum of the new classification as Supplementary Earnings concurrent with regular earnings.

Such Supplementary Earnings shall continue to be paid until, through negotiated increases, the maximum of the new classification attains the old salary level paid prior to the reclassification.

c) Notification of Union

The Union shall be advised of all downward reclassifications and, if requested, the Employer shall convene a meeting with the Union to discuss any such reclassifications.

20:09 Job Evaluation/Pay Equity Program

The provisions of the Joint Job Evaluation/Pay Equity Program shall govern all matters referred to therein, and are not subject to interest arbitration.

20:10 Classification Grievances

Job Rating reviews can be requested, where there has been a change to the duties, and/or responsibilities, and/or job requirements, or where there is a new and unique permanent job. Such reviews are not subject to the grievance and arbitration process set out in Articles 15 and 16, but instead are handled in accordance with the Job Rating Review Procedure, as set out in the Joint Job Evaluation/Pay Equity Program.

ARTICLE 21 - JOB SECURITY RESPECTING CONTRACTING OUT

21:01 Decisions and procedures with respect to contracting out services performed by the municipality shall be governed by the Employer's "Contracting Out Policy". (Refer to Information Item #3).

ARTICLE 22 - ACTING PAY

22:01 Acknowledgement of Acting Appointment

An employee required by the Employer to perform, for a temporary period, the full duties of a position having a higher salary range than the position held by the employee shall be so notified in writing.

22:02 Requirements to Earn Acting Pay

An employee fulfilling the requirements of Article 22:01, shall be paid Acting Pay provided the period of so acting continues in excess of twenty (20) consecutive working days, in which case the employee shall be entitled to Acting Pay from the day such duties commenced.

22:03 Rate of Pay

The rate of pay the employee is to receive while acting shall be the greater of:

- a) the first year rate in the range of rates in the position in which the employee will be acting; or
- b) a placement which will provide for a minimum payment of one hundred and four percent (104%) of the employee's present normal salary, during the period so acting.

22:04 Salary Increments While Acting

- (a) Should an employee, while acting, be eligible to receive an increment in his/her substantive position within a year of the acting appointment, and the acting assignment is continuing, the acting pay will be recalculated in accordance with Article **22:03** upon the granting of such increment.
- (b) Should an employee not be eligible for an increment in his/her substantive position within a year of the acting appointment, and the acting assignment is continuing, the employee will be eligible for an increment in the acting position in accordance with the provisions regarding salary increments set out in this Agreement, upon the anniversary date of the acting appointment. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

22:05 Increment Date Upon Appointment

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

22:06 Promotional Increase from Acting Appointment

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

22:07 Provisions Re Vacancies Apply

The provisions in respect of Acting Pay shall not take away from the provision in respect of vacancies and **new** positions.

ARTICLE 23 - ORGANIZATIONAL OR TECHNOLOGICAL CHANGE**23:01 Notification**

- (i) When the Employer is proposing to introduce organizational or technological change which will result in a seniority employee's position being declared surplus or redundant:
 - (a) The Employer agrees to notify the Union as much as possible in advance, with a minimum of sixty (**60**) days notice, of its intentions and to update the information provided as new developments arise and modifications are made;

- (b) The foregoing withstanding, the Employer shall provide the Union, as much as possible in advance of the introduction of a technological change, with a minimum of sixty (60) days notice, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (ii) When the Employer is proposing to introduce organizational or technological change which will result in a significant change in an employee's duties/downward reclassification, the Employer agrees to provide as much advance notice as possible, with a minimum of sixty (60) days notice.

23:02 placement Opportunity

An employee whose position has been declared surplus or redundant shall, in the sequence set out below:

- (a) be placed in a position which is vacant in the establishment of the Employer without competition if the employee is qualified;
- (b) be retrained by the Employer if a vacancy exists for which the employee can be retrained within a six (6) month period;
- (c) if assigned by the Employer as per (a) or (b) above, the provisions of Clause 20.08 shall apply;
- (d) if no vacancy exists in (a) above or secondly in (b) above, the employee may opt to utilize the provisions of article 23:03 or may choose to exercise his/her seniority rights as set out in article 13:04.

23:03 Separation Notice or Payment-in-Lieu Upon Termination

In the event that the above sequence of placement opportunities as described in Article 23.02 does not result in the placement of the employee, he/she shall be entitled to payment in lieu as follows:

- (a) More than one (1) but less than three (3) years continuous service, a payout of two (2) months' pay;
- (b) Three (3) but less than five (5) years continuous service, a payout of four (4) months' pay;
- (c) Five (5) but less than eleven (11) years continuous service, a payout of five (5) months' pay;
- (d) Eleven (11) but less than sixteen (16) years continuous service, a payout of eight (8) months' pay;
- (e) Sixteen (16) but less than twenty (20) years continuous service, a payout of twelve (12) months' pay;
- (f) Twenty (20) but less than twenty-five (25) years continuous service, a payout of fifteen (15) months' pay;
- (g) Twenty-five (25) years and over continuous service, a payout of eighteen (18) months' pay.

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

ARTICLE 24 - GENERAL CONDITIONS

24:01 General Understanding

It is agreed that any general conditions of employment, benefits and privileges in force prior to July 1, 1981, but not specified in this Agreement, will not be altered or revoked without the consent of the Union.

24:02 Legal Protection

The Employer agrees to provide full indemnification to an employee for all sums which the employee shall become legally obligated to pay as damages, fines or penalties (which shall also include any judgement or settlement) and any costs payable in connection therewith, as a result of any claim or charge brought against the employee arising out of the responsible exercise by him/her of his/her employment duties with the Region.

Such indemnification shall also include the cost of the defense of any civil action, claim, criminal or quasi criminal proceeding brought against an employee arising out of the responsible exercise by him/her of his/her employment duties with the Region.

The choice of legal representation for the employee will rest with the Employer, including whether or not in-house counsel are used. The Employer shall receive and consider any objections or comments of the employee concerning the choice of counsel, before making a final determination.

The obligations upon the Employer under this provision are conditional upon the continued cooperation of the employee in his defence and may cease at any time should the employee fail to cooperate in an appropriate manner.

24:03 Parking

All employees who are required by the Employer to use their own cars for municipal business shall be provided with free parking facilities or shall be reimbursed for the cost of parking when such parking facilities are not available.

24:04 Vehicle Expense

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

- (i) Effective 1 January 1993, 35.5 cents for all kilometers driven on municipal business. However, the minimum payment for such employees will be \$60.00 per month.

- (ii) The rate per kilometer specified above will be adjusted annually (January of each year) to reflect any percentage change in the Private Transportation Sub-component of the Consumer Price Index as set out in the report immediately prior to the adjustments. (The index at the end of December will be compared to the index at the end of the previous December and the rate per kilometer will be adjusted upwards or downwards based on this percentage change, effective January 1 of the following year, and rounded to the nearest one decimal.)
- (iii) Employees who receive the allowance set out above, will upon request, be provided with an accurate signed form T2200 (Revenue Canada) confirming the automobile use as a work requirement.
- (iv) Employees who do not require, as a condition of employment, to have available an automobile, but who may be authorized to use their own vehicle shall be reimbursed at the rate specified in (i) above but with no minimum guarantee.

24:05 Protective Clothing and Footwear

The Employer will provide the protective clothing and footwear as required under the applicable statutes.

Footwear or a voucher to purchase footwear will be provided under the following conditions:

- (a) When the employee has completed the probationary period.
- (b) On an annual basis, by the end of February of each year (no exchange required).
- (c) It is recognized there are instances (e.g. work related accidents, nature of the work) where additional replacement of safety footwear is required. Any such requests shall be channelled through Employee Health Services and shall be on an exchange basis.
- (d) Employees may opt to upgrade such footwear at their own expense and provided such footwear meets the safety standards designated by the Employer.
- (e) When an employee has received safety footwear in accordance with (a) or (c) above, such employee will not be eligible for the annual issue specified in (b) if the most recent issuance was four (4) months or less prior to the annual issuance.

24:06 Identification Cards

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

**ARTICLE 25 - DURATION OF AGREEMENT****25:01 Term**

This Agreement shall remain in force and effect from 1 August 1993 to and including 31 March 1996 and its provisions shall continue in force and effect until the making of a new Agreement.

25:02 Notice to Bargain

Should either Party to this Agreement wish to seek amendments to or modifications of this Agreement or to terminate this Agreement and negotiate a new Agreement, it shall give notice to the other Party not later than the first (1st) day of November in the year in which the Agreement expires.

25:03 Setting First Meeting

Within thirty (30) calendar days of the receipt of this notice, the Parties shall meet for the purpose of considering the proposed amendments or terms of a new Agreement.

ARTICLE 26 - ARBITRATION RE AMENDING THIS AGREEMENT**26:01 Optional Conciliation Stage**

If, following three (3) months from the serving of notice as set out in Article 25:02, the Parties have not reached a satisfactory settlement, they may mutually agree to request the Ministry of Labour for the Province of Ontario to provide the services of a Conciliation Officer.

26:02 Proceeding to Arbitration

Failing mutual agreement to request Conciliation, or in the event that a satisfactory settlement is not reached in Conciliation, either Party may refer the matters in dispute to Arbitration by notifying the other Party, in writing, of such intent. The notification shall include the name of a Nominee to an Arbitration Board, and shall set out the matters in dispute which are so referred.

26:03 Response of the Second Party

The Party receiving the notification set out in Article 26:02 shall reply, within five (5) working days, setting out the name of its Nominee and adding to the items in dispute for referral to Arbitration, where there is disagreement on such list.

26:04 Selection of a Chairman

The Nominees of both Parties shall consult, without delay, in an effort to mutually agree upon a third (3rd) member of the Board who will be the Chairman. Failing such agreement, the Office of Arbitration of the Ministry of Labour shall be requested to appoint the Chairman.

26:05 Hearing the Dispute

The Arbitration Board shall convene a meeting(s) to hear both sides of the dispute. Following this Hearing, the Arbitration Board shall issue an award deciding upon the merits of each item in dispute.

26:06 Effect of the Award

The award of the Board of Arbitration shall be final and binding upon both Parties.

26:07 costs of the Arbitration

The Parties shall each bear the expenses of its own Nominee, and shall bear equally the expenses of the Chairman and costs of the Arbitration Hearings.

IN WITNESS WHEREOF the Employer has hereunto affixed its Corporate Seal, attested by the hands of its Chairman and Regional Clerk/Administrative Coordinator in that behalf, and the Union has caused these presents to be executed on its behalf by its President and Secretary or Treasurer.

Signed at Ottawa, Ontario this 3rd day of November, 1993.

REGIONAL MUNICIPALITY OF OTTAWA-CARLETON

[Handwritten Signature]
CHAIR

[Handwritten Signature]
REGIONAL CLERK
(Approved For Signing)

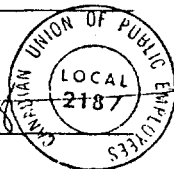
- AND -

LOCAL 2187 • CANADIAN
UNION OF PUBLIC EMPLOYEES

[Handwritten Signature]
PRESIDENT

[Handwritten Signature]
SECRETARY

[Handwritten Signature]
TREASURER



APPENDIX 1DEFINITIONS FOR THE PURPOSES OF THIS AGREEMENT

1. continuous Service:

No employee shall be deemed to have ceased to be continually employed by reason only of being absent from work on statutory holidays, on parts of regular working days, or on any leave duly authorized under the provisions of this Agreement or because of any layoff lasting not more than six (6) months, or because of absence due to an industrial accident under the terms of the Workers' Compensation Act of Ontario and consistent with the terms of this Agreement.

2. "Standard Hours of Work" shall be interchangeable with "Hours of Work".
3. In relation to "working hours"; "working days"; "work day"; "work week"; the word "standard" shall be interchangeable with "normal".
4. In relation to rate of pay, the word "normal" shall be interchangeable with the word "regular".

APPENDIX 2**NOTES TO PAY**1. **Salaries**

- (a) The bi-weekly rate of pay is the official salary rate for all employees and the other rates of pay **are** for information purposes only.
- (b) To calculate the annual salary, multiply the bi-weekly rate by 26.008.
- (c) To calculate the 52 week salary (of a pay year) multiply the bi-weekly pay by **26.0**.
- (d) To calculate the four-weekly rate, multiply the bi-weekly rate by 2.
- (e) To calculate the weekly rate, divide the bi-weekly rate by 2.
- (f) To calculate the daily rate of pay, divide the bi-weekly rate by 10.
- (g) To calculate the hourly rate of pay, refer to Article **4**.

APPENDIX 3**REFERENCE TO HOURS OF WORK (ARTICLE 4)****4-1 Office & Administrative Staff**

- (1) Office & Administrative Staff of the Regional Transportation Department
- (2) Regional Environmental Services Department
- (3) Employees of the Department of Social Services
- (4) Regional Clerk's Department
- (5) Regional Finance Department
- (6) Emergency Measures Organization
- (7) Administrative Staff of Island Lodge & Carleton Lodge
- (8) Planning Department
- (9) Legal Department

4-2 Outside Salary Office Day Staff

Outside office staff shall be defined as office staff other than those covered in Article 4:03 A) and whose function is associated directly with the administration of an outside operational function.

4-3 Salaried Employees - Operational (Except those falling under Article 4:03 A) and B) of:

- (1) Transportation Department, Maintenance and Signals and Communications Branch
- (2) Regional Environmental Services Department, Water Distribution & Utility Services Branches Day Staff
- (3) Britannia & Lemieux Island Day Staff
- (4) Wastewater Treatment, Wastewater Collection and Surface Water Quality Staff

4-4 Special Cases

- (1) Roads Superintendent
- (2) Superintendent, Maintenance (Senior)

APPENDIX 4A

<u>Job Title</u>	<u>JE #</u>	<u>Pay Grade</u>
Assistant Food Service Manager	4359	10
Assistant Manager, Equipment/Dispatch	4301	09
Assistant Manager, Mechanical Services	4340	12
Assistant Roads Superintendent	4230	11
Chief Title Searcher	4350	08
Collection Supervisor	4060	09
Computer Centre supervisor	4150	12
Construction Superintendent II	4220	14
construction survey Supervisor	4250	11
Coordinator Field Surveys	4435	15
Facilities Planning Coordinator	4160	11
Filtration Plant Superintendent	4520	16
Food Service Manager - Carlston Lodge	4450	13
Food Service Manager - Island Lodge	4480	15
Functional Planning Supervisor	4200	16
General Supervisor Signs & Pavement	4100	11
Housekeeping/Laundry Manager - IL	4440	13
Housekeeping/Laundry Manager - CL/CAC	4420	12
Main/Buildings Manager	4380	15
Manager, Graphics/Technical Branch	4130	12
Operations Manager	4205	12
Payroll Supervisor	4050	13
Process Superintendent	4531	16
Program Manager, Home Support	4490	17
Quality Control Superintendent	4310	10
Regulations and By-Laws Admin.	4110	12
Roads Superintendent	4320	15
Senior Administration Officer	4240	10
Signal Design Technologist	4300	14
Signals Superintendent	4260	16
Social Services Supervisor	4500	16
Social Services Supervisor/Day Care	4530	16
Social Services Training Supervisor	4481	16
Staff Accountant	4445	15
Stores Supervisor	4090	07
Supervisor, Admin. Services	4170	12
Supervisor, Customer Accounts	4390	15
Supervisor, Debt Management	4040	08
Supervisor, Fleet - Administration	4251	09
Supervisor, MPHDC	4281	10
Supervisor of Payments	4120	13
Supervisor, Reproduction Services	4370	09
Supervisor, Review Team	4430	15
Supervisor Roads Maintenance	4059	09
Supervisor, Survey and Inspection Section	4400	14
Supervisor Technical Service	4392	11
Supervisor, Traffic Signals	4030	10
Supervisor, Treasury Management	4020	11
Supervisor, Window on the Region	4171	06
Supt., Buildings and Grounds	4532	16
Supt., Maintenance (Senior)	4470	17
Supt., Maintenance and Construction (Mechanical)	4465	15
Supt., Maintenance and Construction (Electrical)	4460	14
Supt., Mechanical Maintenance	4180	13
Supt., Meter Replacement & Installation	4270	14
Supt., Meter Testing and Inspections	4431	14
Supt., Reservoirs, Pump and Well Systems	4399	15

<u>Job Title</u>	<u>JE #</u>	<u>Pay Grade</u>
Supt., Services and Hydrants	4280	15
Supt., Sewer Operations/Pumping Stn.	4471	14
Supt., Surface Water Quality	4466	15
Supt., Utility Coordination	4360	14
Supt., Water Mains and Valves Section	4290	14
Technical Assistant I/C Drafting	4401	12
Traffic Markings Superintendent	4140	15
Traffic Survey Supervisor	4330	15
Welfare Super. - Emergency Housing	4529	16

APPENDIX 4B

<u>Pay Grade 6</u>	<u>JE Number</u>
Supervisor, Window on the Region	4171
<u>Pay Grade 7</u>	
Stores Supervisor	4090
<u>Pay Grade 8</u>	
Chief Title Searcher	4350
Supervisor, Debt Management	4040
<u>Pay Grade 9</u>	
Assistant Manager, Equipment/Dispatch	4301
Collection Supervisor	4060
Supervisor, Fleet - Administration	4251
Supervisor, Reproduction Services	4370
Supervisor Roads Maintenance	4059
<u>Pay Grade 10</u>	
Assistant Food Service Manager	4359
Quality Control Superintendent	4310
Senior Administration Officer	4240
Supervisor, MPHDC	4281
Supervisor, Traffic Signals	4030
<u>Pay Grade 11</u>	
Assistant Roads Superintendent	4230
Construction survey Supervisor	4250
Facilities Planning Coordinator	4160
General Supervisor Signs & Pavement	4100
Supervisor Technical Service	4392
Supervisor, Treasury Management	4020
<u>Pay Grade 12</u>	
Assistant Manager, Mechanical Services	4340
Computer Centre Supervisor	4150
Housekeeping/Laundry Manager - CL/CAC	4420
Manager, Graphics/Technical Branch	4130
Operations Manager	4205
Regulations and By-Laws Admin.	4110
Supervisor, Admin. Services	4170
Technical Assistant I/C Drafting	4401
<u>Pay Grade 13</u>	
Food Service Manager - Carleton Lodge	4450
Housekeeping/Laundry Manager - IL	4440
Payroll Supervisor	4050
Supt., Mechanical Maintenance	4180
Supervisor of Payments	4120

Pay Grade 14

Construction Superintendent II	4220
Signal Design Technologist	4300
Supervisor, Survey and Inspection Section	4400
Supt., Maintenance and Construction (Electrical)	4460
Supt., Meter Replacement & Installation	4270
Supt., Meter Testing and Inspections	4431
Supt., Sewer Operations/Pumping Stn.	4471
Supt., Utility Coordination	4360
Supt., Water Mains and Valves Section	4290

Pay Grade 15

Coordinator Field Surveys	4435
Food Service Manager - Island Lodge	4480
Main/Buildings Manager	4380
Roads Superintendent	4320
Staff Accountant	4445
Supervisor, Customer Accounts	4390
Supervisor, Review Team	4430
Supt., Maintenance and Construction (Mechanical)	4465
Supt., Reservoirs, Pump and Well Systems	4399
Supt., Services and Hydrants	4280
Supt., Surface Water Quality	4466
Traffic Markings Superintendent	4140
Traffic Survey Supervisor	4330

Pay Grade 16

Filtration Plant Superintendent	4520
Functional Planning Supervisor	4200
Process Superintendent	4531
Signals Superintendent	4260
Social Services Supervisor/Day Care	4530
social Services supervisor	4500
Social Services Training Supervisor	4481
Supt., Buildings and Grounds	4532
Welfare Super. - Emergency Housing	4529

Pay Grade 17

Program Manager, Home Support	4490
Supt., Maintenance (Senior)	4470

APPENDIX 5LOCAL 2187
PAY SCHEDULES

	1	2	3	4	5
<u>PAY GRADE 1</u>					
35 Hours/Week					
Annual	36,014.16	37,450.14	38,955.28	40,531.40	42,136.64
Bi-weekly	1,385.16	1,440.39	1,498.28	1,558.90	1,620.64
40 Hours/Week					
Annual	41,159.04	42,800.16	44,520.32	46,321.60	48,156.16
Bi-weekly	1,583.04	1,646.16	1,712.32	1,781.60	1,852.16
Hourly	19.788	20.577	21.404	22.270	23.152
<u>PAY GRADE 2</u>					
35 Hours/Week					
Annual	36,887.76	38,358.32	39,899.86	41,514.20	43,157.66
Bi-weekly	1,418.76	1,475.32	1,534.61	1,596.70	1,659.91
40 Hours/Week					
Annual	42,157.44	43,838.08	45,599.84	47,444.80	49,323.04
Bi-weekly	1,621.44	1,686.08	1,753.84	1,824.80	1,897.04
Hourly	20.268	21.076	21.923	22.810	23.713

**LOCAL 2187
PAY SCHEDULES**

	1	2	3	4	5
<u>PAY GRADE 3</u>					
35 Hours/Week					
Annual	37,759.54	39,266.50	40,842.62	42,495.18	44,178.68
Bi-weekly	1,452.29	1,510.25	1,570.87	1,634.43	1,699.18
40 Hours/Week					
Annual	43,153.76	44,876.00	46,677.28	48,565.92	50,489.92
Bi-weekly	1,659.76	1,726.00	1,795.28	1,867.92	1,941.92
Hourly	20.747	21.575	22.441	23.349	24.274
<u>PAY GRADE 4</u>					
35 Hours/Week					
Annual	38,631.32	40,172.86	41,787.20	43,477.98	45,199.70
Bi-weekly	1,485.82	1,545.11	1,607.20	1,672.23	1,738.45
40 Hours/Week					
Annual	44,150.08	45,911.84	47,756.80	49,689.12	51,656.80
Bi-weekly	1,698.08	1,765.84	1,836.80	1,911.12	1,986.80
Hourly	21.226	22.073	22.960	23.889	24.835

**LOCAL 2187
PAY SCHEDULES**

	1	2	3	4	5
<u>PAY GRADE 5</u>					
35 Hours/Week					
Annual	39,504.92	41,081.04	42,731.78	44,458.96	46,220.72
Bi-weekly	1,519.42	1,580.04	1,643.53	1,709.96	1,777.72
40 Hours/Week					
Annual	45,148.48	46,949.76	48,836.32	50,810.24	52,823.68
Bi-weekly	1,736.48	1,805.76	1,878.32	1,954.24	2,031.68
Hourly	21.706	22.572	23.479	24.428	25.396
<u>PAY GRADE 6</u>					
35 Hours/Week					
Annual	40,376.70	41,989.22	43,674.54	45,441.76	47,241.74
Bi-weekly	1,552.95	1,614.97	1,679.79	1,747.76	1,816.99
40 Hours/Week					
Annual	46,144.80	47,987.68	49,913.76	51,933.44	53,990.56
Bi-weekly	1,774.80	1,845.68	1,919.76	1,997.44	2,076.56
Hourly	22.185	23.071	23.997	24.968	25.957

LOCAL 2187
PAY SCHEDULES

	1	2	3	4	5
<u>PAY GRADE 7</u>					
35 Hours/Week					
Annual	41,250.30	42,895.58	44,619.12	46,424.56	48,262.76
Bi-weekly	1,586.55	1,649.83	1,716.12	1,785.56	1,856.26
40 Hours/week					
Annual	47,143.20	49,023.52	50,993.28	53,056.64	55,157.44
Bi-weekly	1,813.20	1,885.52	1,961.28	2,040.64	2,121.44
Hourly	22.665	23.569	24.516	25.508	26.518
<hr/>					
35 Hours/Week					
Annual	42,122.08	43,803.76	45,563.70	47,405.54	49,283.78
Bi-weekly	1,620.08	1,684.76	1,752.45	1,823.29	1,895.53
40 Hours/Week					
Annual	48,139.52	50,061.44	52,072.80	54,177.76	56,324.32
Bi-weekly	1,851.52	1,925.44	2,002.80	2,083.76	2,166.32
Hourly	23.144	24.068	25.035	26.047	27.079

**LOCAL 2187
PAY SCHEDULES**

	1	2	3	4	5
<u>PAY GRADE 9</u>					
35 Hours/Week					
Annual	42,995.68	44,710.12	46,506.46	48,388.34	50,304.80
Bi-weekly	1,653.68	1,719.62	1,788.71	1,861.09	1,934.80
40 Hours/Week					
Annual	49,137.92	51,097.28	53,150.24	55,300.96	57,491.20
Bi-weekly	1,889.92	1,965.28	2,044.24	2,126.96	2,211.20
Hourly	23.624	24.566	25.553	26.587	27.640
<u>PAY GRADE 10</u>					
35 Hours/Week					
Annual	43,867.46	45,618.30	47,451.04	49,371.14	51,325.82
Bi-weekly	1,687.21	1,754.55	1,825.04	1,898.89	1,974.07
40 Hours/Week					
Annual	50,134.24	52,135.20	54,229.76	56,424.16	58,658.08
Bi-weekly	1,928.24	2,050.20	2,085.76	2,170.16	2,256.08
Hourly	24.103	25.065	26.072	27.127	28.201

**LOCAL 2187
PAY SCHEDULES**

	1	2	3	4	5
<u>PAY GRADE 11</u>					
35 Hours/Week					
Annual	44,741.06	46,526.48	48,393.80	50,352.12	52,346.84
Bi-weekly	1,720.81	1,789.48	1,861.30	1,936.62	2,013.34
40 Hours/Week					
Annual	51,132.64	53,173.12	55,307.20	57,545.28	59,824.96
Bi-weekly	1,966.64	2,045.12	2,127.20	2,213.28	2,300.96
Hourly	24.583	25.564	26.590	27.666	28.762
<u>PAY GRADE 12</u>					
35 Hours/Week					
Annual	45,612.84	47,432.84	49,338.38	51,334.92	53,367.86
Bi-weekly	1,754.34	1,824.34	1,897.63	1,974.42	2,052.61
40 Hours/Week					
Annual	52,128.96	54,208.96	56,386.72	58,668.48	60,991.84
Bi-weekly	2,004.96	2,084.96	2,168.72	2,256.48	2,345.84
Hourly	25.062	26.062	27.109	28.206	29.323

LOCAL 2187
PAY SCHEDULES

	1	2	3	4	5
<u>PAY GRADE 13</u>					
35 Hours/Week					
Annual	46,486.44	48,341.02	50,282.96	52,315.90	54,388.88
Bi-weekly	1,787.94	1,859.27	1,933.96	2,012.15	2,091.88
40 Hours/Week					
Annual	53,127.36	55,246.88	57,466.24	59,789.60	62,158.72
Bi-weekly	2,043.36	2,124.88	2,210.24	2,299.60	2,390.72
Hourly	25.542	26.561	27.628	28.745	29.884
<u>PAY GRADE 14</u>					
35 Hours/Week					
Annual	47,358.22	49,249.20	51,225.72	53,298.70	55,409.90
Bi-weekly	1,821.47	1,894.20	1,970.22	2,049.95	2,131.15
40 Hours/Week					
Annual	54,123.68	56,284.80	58,543.68	60,912.80	63,325.60
Bi-weekly	2,081.68	2,164.80	2,251.68	2,342.80	2,435.60
Hourly	26.021	27.060	28.146	29.285	30.445

**LOCAL 2187
PAY SCHEDULES**

	1	2	3	4	5
<u>PAY GRADE 15</u>					
35 Hours/Week					
Annual	48,231.82	50,155.56	52,170.30	54,281.50	56,430.92
Bi-weekly	1,855.07	1,929.06	2,006.55	2,087.75	2,170.42
40 Hours/Week					
Annual	55,122.08	57,320.64	59,623.20	62,036.00	64,492.48
Bi-weekly	2,120.08	2,204.64	2,293.20	2,386.00	2,480.48
Hourly	26.501	27.558	28.665	29.825	31.006
<u>PAY GRADE 16</u>					
35 Hours/Week					
Annual	49,103.60	51,063.74	53,114.88	55,262.48	57,451.94
Bi-weekly	1,888.60	1,963.99	2,042.88	2,125.48	2,209.69
40 Hours/Week					
Annual	56,118.40	58,358.56	60,702.72	63,157.12	65,659.36
Bi-weekly	2,158.40	2,244.56	2,334.72	2,429.12	2,525.36
Hourly	26.980	28.057	29.184	30.364	31.567

LOCAL 2187
PAY SCHEDULES

	1	2	3	4	5
<u>PAY GRADE 17</u>					
35 Hours/Week					
Annual	49,977.20	51,970.10	54,970.64	56,245.28	58,472.96
Bi-weekly	1,922.20	1,998.85	2,079.14	2,163.28	2,248.96
40 Hours/Week					
Annual	57,116.80	59,394.40	61,780.16	64,280.32	66,826.24
Bi-weekly	2,196.80	2,284.40	2,376.16	2,472.32	2,570.24
Hourly	27.460	28.555	29.702	30.904	32.128
<u>PAY GRADE 18</u>					
35 Hours/Week					
Annual	50,848.98	52,878.28	55,002.22	57,228.08	59,493.98
Bi-weekly	1,955.73	2,033.78	2,115.47	2,201.08	2,288.23
40 Hours/Week					
Annual	58,113.12	60,432.32	62,859.68	65,403.52	67,993.12
Bi-weekly	2,235.12	2,324.32	2,417.68	2,515.52	2,615.12
Hourly	27.939	29.054	30.221	31.444	32.689

LOCAL 2187
PAY SCHEDULES

	1	2	3	4	5
<u>PAY GRADE 19</u>					
35 Hours/Week					
Annual	51,722.58	53,786.46	55,946.80	58,209.06	60,515.00
Bi-weekly	1,989.33	2,068.71	2,151.80	2,238.81	2,327.50
40 Hours/Week					
Annual	59,111.52	61,470.24	63,939.20	66,524.64	69,160.00
Bi-weekly	2,273.52	2,364.24	2,459.20	2,558.64	2,660.00
Hourly	28.419	29.553	30.740	31.983	33.250
<u>PAY GRADE 20</u>					
35 Hours/Week					
Annual	52,594.36	54,692.82	56,889.56	59,191.86	61,536.02
Bi-weekly	2,022.86	2,103.57	2,188.06	2,276.61	2,366.77
40 Hours/Week					
Annual	60,107.84	62,506.08	65,016.64	67,647.84	70,326.88
Bi-weekly	2,311.84	2,404.08	2,500.64	2,601.84	2,704.88
Hourly	28.898	30.051	31.258	32.523	33.811

APPENDIX 6

AGREEMENT ON SENIORITY BETWEEN

C.U.P.E. LOCAL 2187 AND C.U.P.E. LOCAL 503

Both bargaining units agree that wherever bargaining unit seniority is referred to or implied in the Collective Agreements between C.U.P.E. Local 2187 and the Regional Municipality of Ottawa-Carleton; and C.U.P.E. Local 503 and the Regional Municipality of Ottawa-Carleton, this seniority shall mean the original date of employment into a position that falls within either the C.U.P.E. Local 503 or 2187 bargaining units as set out above providing such service is continuous within either and/or both bargaining units. If continuous service is broken, seniority shall begin from the most recent hire into the bargaining units as outlined above. Service outside either bargaining unit shall not be counted for seniority purposes in either bargaining unit. Seniority as set out above shall apply to all service/seniority-related benefits and payments, promotion and transfer, lay off and recall, and organizational or technological change.

The exercise of seniority rights on promotion or transfer, lay off or recall, technological or organizational change shall be in accordance with the provisions of the Collective Agreement in which the position being moved to, is found.

The seniority rights of employees moving from one bargaining unit to the other shall simply be the cumulative seniority within the two bargaining units as set out above.

Signed this 26th day of November, 1985

For Local 2187, C.U.P.E.

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

Signed by L. Marks
President

Signed by J. Robillard
President

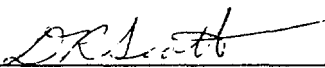
Signed by D. Scott
Secretary or Treasurer

Signed by R. Dinelle
Treasurer

APPENDIX 7LETTER OF UNDERSTANDING

SUBJECT: SUPPLEMENTAL UNEMPLOYMENT INSURANCE BENEFITS (S.U.B.)

Notwithstanding the fact that Article 6:15 stipulates that the supplemental unemployment insurance benefit is available only to female employees, the parties agree that in the event a male parent is in receipt of unemployment insurance parental benefits, he shall qualify for the S.U.B. for up to ten (10) weeks to care for the child.



For Local 2187, C.U.P.E.

November 3, 1993
Date



For the Employer

November 1, 1993
Date

INFORMATION ITEM NO. 1SALARY ADMINISTRATION POLICY
REGIONAL MUNICIPALITY OF OTTAWA-CARLETON —

- (a) All employees of the Regional Municipality shall be paid in accordance with the salary schedules attached and forming part of the Collective Agreement.
- (b) All employees shall be paid bi-weekly for services rendered at the rate in the salary range of the classification to which he/she has been appointed by the Employer.
- (c) If during a period of re-negotiation of salary schedules, an employee is appointed at a level within the range other than the minimum rate and, if the employee at the time of his/her appointment or prior thereto, has been notified in writing that the negotiated increase will not be applicable to his/her salary, the employee shall receive the rate in the adjusted scale equal to or next higher to the salary rate at which he/she has been hired.
- (d) The normal effective date for the implementation of an employee's salary increment within the pay range shall be the first day of the bi-weekly pay period following the appropriate anniversary date of the employee's appointment. Nothing in this section is to suggest that increments are automatic. All increments are subject to the evaluation of satisfactory service basis to the recommendation of the Head of the employee's Department for the implementation of the salary increment.

An employee who is promoted to a position having a higher salary scale, or whose position has been re-classified upward, shall be paid at the salary rate next higher to the rate he/she received prior to his promotion, provided that his/her salary rate represents a minimum of 104% of the remuneration which the employee would have received in the next 52 week period, had no promotion taken place. The effective date of the promotion will become the date for establishing the date of implementation of future salary increments.

INFORMATION ITEM NO. 2APPOINTMENT OF CITY EMPLOYEES

1. The RMOC and the City of Ottawa are two separate Employers and an employee who terminates employment with the City Of Ottawa for employment with the RMOC;
 - (a) will be appointed as a provisional employee (if moving into a permanent position) and will be required to serve a six-month probationary period;
 - (b) sick leave (where applicable), overtime and annual leave credits will be paid to the employee at the time of termination by the City of Ottawa;
 - (c) longevity pay (where applicable) will cease;
 - (d) the employee's seniority date will become the date the employee begins employment with the Region.

2. In recognition of historical ties and past practices, permanent employee coming from the City of Ottawa will be given the option of:
 - (a) having his or her pension contributions refunded, or
 - (b) transferring his or her pension contributions to the RMOC, resulting in seniority for the following benefits being accepted:
 - Life Insurance
 - Long Term Disability Insurance
 - Dental Insurance
 - Blue Cross

Seniority, in terms of earning power, for annual leave, the Income Protection Plan, Retirement and Long Service Awards will also be accepted.

3. A temporary employee who has six months or longer of continuous, full-time employment with the City of Ottawa and who terminates his or her employment there for employment with the Region shall be entitled to the same options (as outlined in paragraph 2) as a permanent employee.

4. A provisional employee, or a temporary employee who has less than six months of continuous, full-time employment with the City of Ottawa and who terminates his or her employment there for employment with the RMOC shall not be entitled to the options outlined in paragraph 2. However, provisional employees will be given the option of having their pension contributions refunded or transferred to the Region.

5. In the Case of a Regional employee accepting employment with the City of Ottawa, the same options apply (at the time of this writing). However, employees should refer to the City of Ottawa for information.

INFORMATION ITEM NO. 3CONTRACTING OUT POLICY

1. Contracting Out will be defined as the carrying out of work by a firm or private contractor, which work was formerly done by the Employer itself utilizing its own regular staff and work crews.
2. It is recognized that certain services have in the past been contracted out and that the Municipality shall continue this practice without references to the procedures discussed herein.
3. If the Municipality wishes to contract out any service which will result in the reduction of regular seniority employees on the payroll of the Municipality, the following shall occur:
 - (a) The Employer shall give notice to the Union, three (3) months in advance of the date the Employer expects to contract out the service.
 - (b) The Union can concur with the arrangements or prepare an alternate proposal. The Head of the Department shall meet with the Union within ten (10) days of the notification for the purpose of discussing the proposed matter of contracting out. Information with respect to contracting out shall be made available to the Union at this time.
 - (c) Where the Union and Departmental management do not reach agreement, both parties will present their case to the Executive Committee at a public meeting and any recommendation concurred to by the Council, will be final and binding. The Executive Committee agenda dealing with the recommendation by the Department, shall be made available to the Union concurrent with the agenda being made available to members of the Executive Committee.
 - (d) There shall be no recourse to grievance or arbitration procedures relating to the Employer's decision on the above matter.
4. The Employer shall retain complete responsibility and the right to determine the methods by which Municipal services are provided. However, in the event, that an employee of three (3) or more years of continuous service, is displaced from his job as a result of Contracting Out of Work or services, the Employer shall take one or a combination of the following actions:
 - (a) Relocate the employee in another job in his/her area of competence if such is available within the service of the Employer:
 - (b) If (a) is not possible, but a position is available in which the employee could be retrained within a period of six (6) months, the Employer will assume the responsibility of retraining the employee;

- (c) For all employees who are within five (5) years of normal retirement age and who have ten (10) or more years of continuous service with the Employer, the Employer will attempt to work out an early retirement that would be mutually acceptable to the employee and the Employer. In discussing the early retirement arrangements, the Union is to be involved;
- (d) If none of the foregoing action is possible and it is necessary to terminate the employment of the employee, it is agreed to provide the employee with twelve (12) months notice of termination and provide the employee with a separation settlement equal to one week's pay for each completed year of continuous service. During such period of notice the employee shall continue receiving the rate of pay received immediately prior to the notice having been given. For the purposes of this section the employee may exercise the rights under Article 12 during the period of notice.