

COLLECTIVE AGREEMENT

between

**The Ottawa-Carleton Public Employees' Union
Local 503**

in affiliation with

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

and

The City of Ottawa

Expiry: December 31, 2004

(Une version française est disponible au Bureau des Ressources Humaines Division des relations de travail)

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PREAMBLE

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

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

Definitions for the Purposes of this Agreement

1. Continuous Service:

Continuous service means unbroken service from the employee's last date of hire including authorized leaves of absence as set out below:

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 layoff lasting not more than 90 calendar days, or because of absence due to an industrial accident under the terms of the Workplace Safety and Insurance Act of Ontario and consistent with the terms of this Agreement.

2. Substantive Position

A substantive position is the regular ongoing position from which an employee's rights under the Collective Agreement are normally derived.

ARTICLE 1

RECOGNITION/SCOPE

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, including part-time, casual and temporary employees in accordance with the decision of the Ontario Labour Relations Board dated January 11, 2001, and the terms of the Memorandum of Agreement between the Ottawa Transition Board and all predecessor bargaining agents dated October 18, 2000, regarding bargaining unit scope.

See Appendix A.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 The Union recognizes that, subject to the provisions of this Agreement, it is the function of the Employer:
- (i) to maintain order, discipline and efficiency;
 - (ii) to classify positions;
 - (iii) to hire, transfer and promote;
 - (iv) to suspend, discharge or otherwise discipline employees for proper cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in Article 16.

ARTICLE 3

RESPONSIBILITY OF THE EMPLOYER

- 3.1 The Employer recognizes the Union as the sole collective bargaining agency for all employees coming within the scope of this Agreement.
- 3.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of the Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer, against any employee because of Union membership, or against any Union Representative because of Union activity within the provisions of this Collective Agreement.

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

3.4 The Employer agrees that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of race, creed, colour, ancestry, age, sex, marital status, disability, sexual orientation, citizenship, place of origin, ethnic origin, record of offences, same-sex partnership status, family status in accordance with its Corporate Policy and the Ontario Human Rights Code. The Employer further agrees not to discriminate on the basis of political or religious affiliation, or place of residence.

The parties recognize that the transfer of employees from one work location to another does not constitute discrimination in accordance with Clause 3.4 above.

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

3.6 The Employer agrees that any public reports or recommendations to be made to any committee dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the Union office, at the same time as they are sent to members of the Committee so as to afford the Union reasonable opportunity to consider them, and if necessary, to make its views known to the Committee and City Council. The Employer also agrees to provide the Union with all reports and recommendations to be dealt with by City Council at the same time as they are sent to the members of Council. Should the Union not make its views known prior to the Committee or Council dealing with the report or recommendation, this will not be construed as concurrence by the Union with the report or recommendation.

3.7. The Employer agrees to recognize the Union's Labour Representatives.

ARTICLE 4

RESPONSIBILITY OF THE UNION

4.1 The Union agrees that it will not intimidate or coerce employees into membership in the Union.

4.2 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours or on the

premises of the Employer or on any work project the Employer may be engaged in.

- 4.3 The Union agrees that during the life of this Agreement and during the period of negotiation of any revision to this Agreement, or of any new agreement including the period of arbitration, there shall be no strike or other cessation of work.
- 4.4 The Union agrees that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment without discrimination because of race, creed, colour, ancestry, age, sex, marital status, disability, sexual orientation, citizenship, place of origin, ethnic origin, record of offences, same-sex partnership status, or family status in accordance with the Ontario Human Rights Code. The Union further agrees not to discriminate on the basis of political or religious affiliation, or place of residence.
- 4.5 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.
- 4.6 The Union agrees that it will consider any reports or recommendations to the Council dealing with matters covered by the Agreement concerning the Union or its members and to express its opinion before the matter is to be dealt with by the Council when the Union deems it necessary to do so.

ARTICLE 5

HOURS OF WORK

- 5.1 Reporting
 - (a) 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 City of Ottawa.

- 5.2 Standard Hours of Work (See Appendix E – Reference to Hours of Work)

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

- 5.2.1 35-Hour/Week Salaried Employees

- a) The standard daily working hours shall be seven (7) hours per day scheduled in accordance with this agreement between the hours of 7:00 a.m. and 5:00 pm, with a maximum of one hour lunch in accordance with Clause 5.4
- b) The standard work week shall be five (5) days per week, Monday to Friday.

5.2.2 Other Salaried Employees and Non-shift Wage Employees

- a) The standard daily working hours for non-shift wage employees and salaried employees not included in 5.2.1 above shall be eight (8) hours per day scheduled in accordance with this agreement, between the hours of 7:00 am and 5:00 pm with a maximum of one hour for lunch in accordance with Clause 5.4.
- b) The standard weekly hours shall be forty (40) hours per week Monday to Friday. For non-shift employees it is recognized that Saturday and Sunday may form part of the standard five (5) day work week, providing that two (2) days off per week are scheduled consecutively.
- c) Except as provided in Article 5.3 and Appendix B all hours regularly worked on a Sunday shall be paid at the rate of one and one-quarter times the employees' hourly rate.

5.2.3 Fixed-Shift Employees

- (a) The standard daily working hours for shift employees shall be seven (7), seven and one half (7.5), or eight (8) with a maximum of one (1) hour lunch in accordance with Clause 5.4. A regular shift shall be defined as part of a 16-hour or greater operation and not part of a rotating shift schedule.
- (b) The standard weekly hours shall be thirty-five (35), thirty-seven and one half (37.5), or forty (40) hours, five (5) days per week, normally Monday to Friday. It is recognized that Saturday and Sunday may form part of the regular work week provided that the two days off are scheduled consecutively.

5.2.4 Rotating Shift Employees

The standard hours shall be an average of thirty-five (35), thirty-seven and one-half (37.5), or forty (40) hours per week on a 4 to 6 week cycle as the case may be with a maximum of one (1) hour lunch in accordance with Clause 5.4. Rotating shift shall be defined as part of a rotating shift schedule of a 16-hour or greater operation. The hours of starting and

finishing of each shift shall be determined by the employer. Normally an employee on a rotating shift will alternate through day, afternoon and night shifts as laid down in the shift schedule. Alternate arrangements in relation to the length of the cycle may be made by mutual agreement between the Employer and the Union.

5.2.5 Twelve hour Shift Operation

- (a) PCC and Water Filtration – See Article 37
- (b) Emergency Medical Services – See Article 31

5.3 Exceptions to Standard Hours of Work above

- (a) Employees in Long Term Care

The standard hours shall be seven and one-half (7.5) hours per day, with one-half (1/2) hour for lunch in accordance with clause 5.4, five (5) days per week, thirty-seven and one-half (37 ½) hours per week with two (2) consecutive days off per week.

For employees in Dietary, Laundry and Housekeeping the daily hours shall be worked between 6 a.m. and 10 p.m. For Activity Workers, the daily hours shall be worked between 8 a.m. and 10 p.m. For Rehab Assistants, the daily hours shall be worked between 7 a.m. and 7 p.m. For employees in Nursing, the daily hours shall consist of a regular day, afternoon, or night shift of seven and one-half (7.5) hours.

- (b) Traffic Computer Operations

A five (5) day work week, Monday to Friday, eight (8) hours per day to be worked between the hours of 6:30 am and 7 pm with a maximum of one (1) hour for lunch in accordance with Clause 5.4.

- (c) Day Care Centres (Teachers, Assistants and Supervisors)

A five (5) day week, Monday to Friday, 7 hours per day, 35 hours per week to be worked between the hours of 7:30 am and 6:00 pm with one (1) hour for lunch in accordance with Clause 5.4.

- (d) Recreation Branch (Program Staff)

A five (5) day, forty (40) hour week, eight (8) hours per day which will provide for two (2) consecutive days off. The hours of work to be determined by the employer.

(e) Recreation Branch – Program Workers/Facilities Assistants

A five (5) day, forty (40) hour week, normally eight (8) hours per day which will provide for two (2) consecutive days off. It is recognized that daily hours may vary from the eight (8) hours but Article 6, Clause 6.1 shall apply only to the extent that the Employment Standards Act provisions are met or eighty (80) hours in a bi-weekly pay period are exceeded or the five (5) days per week are exceeded.

The hours of work to be determined by the employer.

(f) Animal Control Officers

A five (5) day week, seven (7) hours per day providing for two (2) consecutive days off with up to one (1) hour unpaid lunch period.

The hours of starting and finishing of each shift shall be determined by the employer.

(g) Market Staff

A five (5) day week, Monday to Friday, eight (8) hours per day between the hours of 7:00 am and 5:00 pm with a maximum of one (1) hour for lunch. It is recognized that Saturday and Sunday may be scheduled by the Employer as a regular working day, part of the five (5) day week, providing the two (2) days off per week are scheduled consecutively.

5.4 Eating Period

(a) Eating period, as specified in this Article, is outside the limitation of the hours to be worked as imposed in the sections and is not paid time.

(b) Employees who are not permitted to leave the work location and who are required by the Employer to be available for work during the lunch break will receive a one half (1/2) hour paid lunch period within the specified hours of work.

5.5 Rest Periods

Employees shall be entitled to a fifteen (15) minute rest period for each uninterrupted work period of three (3) hours, non-cumulative.

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

5.7 (a) The Parties to this Agreement recognize that the Employer may be required to alter the hours of work in relation to various operations.

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

5.8 Alterations to Standard Hours of Work

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

Provided that more than 50% of the employees affected agree, the standard hours of work shall be amended on a trial basis until the end of the term of the Collective Agreement.

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

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

- (b) The Employer and an individual employee may mutually agree to a change in standard hours of work for that individual employee. The parties shall confirm such agreement in writing. Such agreements shall be authorized by the Union, however, the Union agrees that such authorization shall not be unreasonably withheld.

5.9 (a) Posting of Shift

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

- (i) Be posted at least one week (five (5) working days) prior to the commencement of the shift.
- (ii) Be five (5) consecutive days scheduled within a seven (7) calendar day period.

(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 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 week, receive or continue to receive seven percent (7%) premium pay.

5.10 Alternative Work Arrangements

5.10.1 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 a.m. to 9 p.m.
 - (ii) They be consecutive and do not exceed the number of daily working hours provided for in this Agreement. This provision may be altered only by mutual agreement in writing between the Employer and the Union.
 - (iii) They be mutually agreed upon between the employees and the Employer.
- (b) A flexible work week may be introduced during the life of this Agreement subject to mutual agreement between the Union and the Employer.

5.10.2 Compressed Work Week

Notwithstanding the provisions of clause 5.2, upon request of an employee and the concurrence of the Employer and the Union, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of between thirty-five (35) and forty-two (42) hours per week as the case may be. Attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) calendar day period such an employee shall be granted

days of rest on such days as are not scheduled as a normal workday for the employee.

5.10.3 Reduced Work Week and Job Sharing

The City of Ottawa and CUPE Local 503 agree to the introduction of reduced work week option and job sharing within the City of Ottawa. These alternative work arrangements shall be governed in accordance with the terms detailed below. The parties agree to consult as required regarding the application and implementation of these provisions.

(a) Reduced Work Week

It is agreed and understood that subject to operational requirements, the City of Ottawa may offer to its employees a reduced work week arrangement whereby employees can work 80% of the weekly hours of work of a comparable full time employee.

All reduced work week arrangements shall be subject to operational requirements and the approval of the Employer and the Union and must be confirmed in writing to the employee prior to the commencement of such an arrangement.

All reduced work week arrangements shall last for twelve (12) months and employees wishing to renew such arrangements must make application in writing to the Employer one month prior to the date of renewal. The parties make no commitment that the reduced work week arrangement will be renewed. The Union agrees not to unreasonably withhold its approval.

The employee or the Employer may terminate any reduced work week arrangement during the term with thirty (30) days' notice.

(b) Job Share

For the purposes of this agreement job sharing is defined as two permanent salaried employees sharing one full-time position equally, on a renewable twelve (12) month basis. All job share arrangements shall be subject to the approval of the Employer and the Union and must be confirmed in writing to the employee prior to the commencement of such an arrangement.

All job share arrangements shall last for twelve (12) months and employees wishing to renew such arrangements must make application in writing to the Employer on or before the end of the eleventh (11th) month of the job share arrangement. The parties

make no commitment that job share arrangements will be renewed. The Union agrees not to unreasonably withhold its approval.

Employees must be at the same salary group as the job they are to share and must have the qualifications and ability to perform the duties of the job they are to share.

The job left open as a result of the job sharing arrangement shall be advertised and filled in accordance with the provisions of the collective agreement.

Job sharing employees and all other transferred, promoted or acting shall return to their former positions upon expiration of the agreement.

The parties make no commitment to accumulate service related benefits without adjustments.

Where a party to a job share arrangement wishes to terminate the arrangement prior to the expiration date, the employee shall provide his/her job share partner, the City and the Union with as much advance notice as possible but not less than thirty (30) days' notice. The City may terminate any job share during the term on the basis of operation/service concerns with thirty (30) days' notice to the employees affected and the Union.

- (c) Employees on a reduced work week or job share shall be entitled to the terms and conditions of the main Collective Agreement except as modified below:

Leaves

All leave entitlements, except bereavement leave, shall be prorated to reflect the employee's weekly hours of work in relation to the normal full-time hours of work (e.g., an employee working four (4) days per week or 80% of the full-time hours, shall receive 80% of the respective vacation entitlement; i.e., four (4) days per entitled week).

Bereavement leave is not prorated and employees remain entitled to the number of days as described in Article 7 factored by their daily hours of work.

OMERS

The Employer and employee contributions are reduced to reflect the modified earnings of the employee. All other pension conditions are in accordance with the OMERS rules.

Insured Benefits

The Employer shall continue to share the cost of the benefit programs as described in Article 19. Long Term disability benefits will be reduced to reflect the employee's modified earnings although all other benefits remain unchanged.

Overtime

Overtime shall be defined as the hours worked before or after a normal work week of a comparable full-time employee.

Seniority

Employees will continue to accumulate full seniority without adjustment for the first twelve months worked in a job share and prorated seniority thereafter.

Service

Except as modified in this article, Employees will continue to accumulate full service for service-related benefits for the first twelve months and accumulate pro-rated service thereafter.

ARTICLE 6

PREMIUMS AND OVERTIME

- 6.1.1 (a) No employee shall work overtime unless authorized by the employee's manager or a person delegated by the manager. Overtime shall be defined as time worked in excess of the normal hours of work.
- (b) Where the Employer requires an employee to regularly work outside the standard hours of work, and these hours have not been altered in accordance with Article 5, overtime provisions will apply to hours worked before and after a normal work day.
- (c) No employee shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, or to exceed thirty-two (32) overtime

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

6.1.2 All employees who are required to work overtime shall be paid as follows:

- (a) All overtime hours shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate. For salaried employees, the hourly rates shall be determined by dividing the employee's bi-weekly salary by the number of regular bi-weekly hours. For wage employees, the hourly rate shall be the rate applicable for the work performed in accordance with the wage schedules set out in the Collective Agreement.

6.1.3 Overtime Meal Allowance

- (a) Subject to (b) below, all employees required to work unscheduled overtime in excess of three (3) hours contiguous with their regular or normal work day shall be provided with a meal allowance of six dollars (\$6.00), and for each additional five (5) hours, shall be provided with a further meal allowance of six dollars (\$6.00).
- (b) Where a meal is provided by the Employer at no cost to the employee, the overtime meal allowance shall not be applicable.

6.1.4 All employees required to work on a statutory or declared holiday shall be paid one day's pay for the statutory or declared holiday and for the hours worked at time and one-half (1 1/2) except employees of Long Term Care as outlined in Article 7.10 (b).

6.1.5 All shift employees whose day off falls on a statutory or declared holiday, shall receive an additional day's pay, while the employees who are working shall receive two and one-half (2 1/2) times the daily pay as well as one and one-half (1 1/2) times the hours worked in excess of the regular or normal daily hours except employees of Long Term Care as outlined in Article 7.10 (b).

6.1.6 Time Off In Lieu of Overtime

- (a) On each occasion that an employee works overtime the employee shall elect to either be paid in cash or to bank the overtime to a maximum in the year of one hundred (100) hours straight time for the purpose of having time off in lieu of overtime.

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

- (b) Overtime hours which are banked for the purposes of time off in lieu as per 6.1.6 (a) are to be recorded and disposed of in the following manner:
 - (i) Each overtime hour banked will be recorded as one and one-half (1 1/2) straight time hours.
 - (ii) Time off in lieu of overtime is subject to a maximum of one hundred (100) straight time hours per calendar year. Such time off shall be at a mutually agreeable time and such requests for time off shall not be unreasonably withheld.
 - (iii) Recorded time off in lieu of overtime not used in the calendar year in which it was earned shall, at the employee's request:
 - (1) be carried over into the following year, or
 - (2) be paid for at the employee's official hourly rate.
 - (iv) Should the employee choose to carry these overtime hours into the following year, the employee shall only be entitled to bank sufficient further hours to provide time off to a maximum of one hundred (100) straight time hours in the new calendar year.
- (c) In recognition of certain operational requirements, the Union and the Employer may mutually agree to:
 - (i) exceed the maximum annual bank of overtime hours set out in (a) and (b) above; and
 - (ii) utilize a different twelve month operational period for accumulation and liquidation of overtime hours.

All time-off-in-lieu in excess of (a) and (b) above accrued pursuant to this clause 6.1.6(c) must be taken prior to the next twelve month period as agreed upon between the parties.

- (d) All overtime and time-off-in-lieu shall be liquidated at the rate of pay at which it was earned.

6.2 On-Call

6.2.1 On Call (Excepting Public Health Inspectors)

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

- (b) The period of On Call shall be construed as being from 5 p.m. to 7 a.m. the following morning. On Saturday the period of On Call shall be 7 a.m. Saturday to 7 a.m. Sunday, and on Sunday the period of On Call shall be from 7 a.m. Sunday to 7 a.m. Monday. In the case of a Statutory Holiday or declared holiday the period of On Call shall be as on Sunday, that is from 7 a.m. on the morning of the holiday until 7 a.m. on the following day.
- (c) Any employee placed On Call from Monday through Friday shall be entitled to receive two hours pay at straight time rates for each period of On Call and if called shall be paid at time and one-half (1-1/2) his/her regular rate plus any shift bonus applicable. The minimum payment for any call out shall be one hour in terms of the pay to be received.
- (d) An employee placed On Call on Saturday or Sunday shall be entitled to receive three hours pay at straight time rates for the period of On Call. This arrangement will also apply in the case of Statutory Holidays. If the employee is called he/she shall be entitled to receive payment for the hours worked at the rate of time and one-half his/her rate, including any shift bonus or other premium. The minimum payment shall be for one hour in terms of the pay to be received.
- (e) All employees whose names are posted On Call shall be paid the On Call rates. An employee who is called and works, but whose name has not been posted, shall receive the On Call pay as though his/her name had been posted.

6.2.2. On Call – Public Health Inspectors

- (a) On call pay shall be defined as pay received by an employee as a result of the employee being available on a stand-by basis outside of the employee's normal working hours.
- (b) The employee designated to be on call during the weekend will be paid eleven (11) hours at his/her regular hourly rate. In addition the employee designated to be on call may be scheduled for up to four consecutive hours work in total to be worked per weekend at straight time rates. In addition, if called out employees shall be paid at one and one-half (1 ½) times, with the minimum payment to be one (1) hour in terms of the pay to be received per call out. For purposes of this agreement, a weekend is defined as a period between work-end Friday night and work commencement Monday morning.

- (c) Any employee placed on call between Monday and Thursday inclusive except on statutory or declared holidays shall be entitled to receive two (2) hours pay at straight time rates for each period of on call and if called out shall be paid at time and one-half (1 ½) his/her regular rate for each call out, with the minimum payment for any call out being one (1) hour in terms of the pay to be received. The period of on call from Monday to Thursday shall be construed as being from 5 p.m. to 7 a.m. the following morning.
- (d) In cases of a statutory or declared holiday the period of on call shall be from 7 a.m. on the morning of the holiday until 7 a.m. on the following day. Any employee placed on call on a statutory or declared holiday shall be entitled to receive four (4) hours pay at straight time rates for each period of on call. In addition, if an employee is called out he/she shall be entitled to receive payment for the hours worked at the rate of time and one-half his/her rate. The minimum payment shall be for one (1) hour in terms of the pay to be received.

6.3 Premium Pay

6.3.1 (a) Rotating Shift Employees – Except Long Term Care

Any employee on the rotating shift schedule required to work on a rotating shift basis, will receive a premium of seven per cent (7%) of his/her regular rate for all shifts.

(b) Rotating Shift Employees - Long Term Care

Employees who are required to rotate through day, evening and night shifts shall, in addition to their regular salary, receive a premium of one dollar (\$1.00) per hour for all hours worked provided the majority of the hours fall within the period of 5:30 pm and 8:00 am.

6.3.2 Rotating shift employees who do not rotate through day, afternoon and night shifts shall not receive the seven per cent (7%) per hour premium.

6.3.3 Where the Standard Hours of Work requires any employee, except those working in Long Term Care, to work hours between 7 p.m. and 7 a.m., the employee shall be paid the seven per cent (7%) premium for all regular hours worked provided that 50% or more of those regular hours fall between 7 p.m. and 7 a.m.

Where the Employer requires any employee working in Long Term Care, to work hours other than those wherein the majority fall between 8:00 am and 5:30 pm, the employee shall be entitled to receive the premium specified in Article 6.3.1.

6.3.4 Work on Saturday and Sunday – Except Long Term Care

All hours which fall within an employee's regular work hours or work week, which fall on Saturday and/or Sunday shall be subject to a seven per cent (7%) premium for all hours worked.

6.4 Reporting Pay

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

ARTICE 7

LEAVES

7.1 Vacation Leave

7.1.1 Vacation shall be earned and granted to employees as follows:

- (a) Three (3) weeks per year, which is earned at the rate of one and one-quarter ($1 \frac{1}{4}$) working days for each completed month of continuous service, if the employee has completed less than seven (7) years of continuous employment.
- (b) Four (4) weeks per year, which is earned at the rate of one and two-thirds ($1 \frac{2}{3}$) working days for each completed month of continuous service, if the employee has completed seven (7) years but less than seventeen (17) years of continuous employment.
- (c) Five (5) weeks per year, which is earned at the rate of two and one-twelfth ($2 \frac{1}{12}$) working days for each completed month of continuous service, if the employee has completed seventeen (17) but less than twenty-three (23) years of continuous employment.
- (d) Six (6) weeks per year which is earned at the rate of two and one-half ($2 \frac{1}{2}$) working days for each completed month of continuous service, if the employee has completed twenty-three (23) years but less than thirty (30) years of continuous employment.

- (e) Seven (7) weeks per year which is earned at the rate of two and nine-tenths (2 9/10) working days for each completed month of continuous service, if the employee has completed thirty (30) or more years of continuous employment.
- (f) An employee earns but is not entitled to receive vacation leave with pay during his/her probationary period.
- (g) 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.
- (h) Vacation leave shall be taken at a time mutually agreed upon by the employee and his/her manager.
- (i) 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.
- (j) Subject to (l) below, employees are not permitted to carry over more vacation leave into the following year than the number of days of leave earned by them in that year.
- (k) Employees who have more than one year's vacation leave entitlement to their credit must obtain written authorization by September 15th of each year, from the General Manager of their Department, to carry over their excess leave to the following year. If the General Manager denies the carry-over of the excess into the following year, requests for the use of such excess between September 15th and December 31st of that year shall not be unreasonably denied. Should the employee not arrange the use of this excess vacation leave by September 30th the General Manager may schedule its use. Should the General Manager not be able to allow the use of this excess between September 15th and December 31st, the employee shall carry this excess leave over into the following year.
- (l) If an employee has taken more leave than he/she has earned at the time when the employee's services are terminated for a reason other than redundancy, layoff, or death, the salary over-payment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer.
- (m) When the employment of an employee terminates for any reason and the employee has earned, but, unused vacation leave, the employee or the estate of the deceased employee shall be paid an amount equal to the

product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment. When any employee retires, he/she shall be deemed to have earned vacation leave for the full year in which he/she retires.

7.1.2 A week's pay shall be equal to the amount of regular salary/wages and vacation pay payable to the employee in the four weeks before the work week in which the employee's vacation is scheduled divided by twenty (20) multiplied by five (5).

7.1.3 Twelve-hour shift employees are entitled to the same annual hours of annual leave as are eight (8) hour employees. However, for simplicity, deduction shall be translated into twelve (12) hour days.

An employee with three (3) weeks, times forty (40) hours of entitlement shall be credited with two (2) weeks of sixty (60) hours entitlement for deduction purposes. Deduction from such credit will be at twelve (12) hours for each such day taken.

7.2 Income Protection Plan

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

<u>Length of Service</u>	<u>Full Salary Weeks (Weeks)</u>	<u>2/3's Salary Weeks (Weeks)</u>
Less than 3 months	1	0
3 months but less than 6 months	1	1
6 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years or over	17	0

- (b) An employee's entitlement to any particular level of benefit in accordance with the schedule set out in (a) shall be based on his/her length of service with the Employer. The employee's anniversary date shall be the date on which the benefit level changes.
 - (c) In accordance with clause 7.2.1(a), a week's pay shall be equal to the amount of regular salary/wages and vacation pay payable to the employee in the four weeks before the work week in which the illness or injury occurred divided by twenty (20) multiplied by five (5).
 - (d) Occurrence of Statutory or Declared Holidays during an employee's absence on the Income Protection Plan shall not reduce the number of days of income protection eligibility.
 - (e) Where possible, employees who are absent from work due to illness or injury must notify their immediate supervisor of the reasons for such absence no later than the employee's normal starting time on the day the employee begins his/her absence.
 - (f) Employees who are entitled to leave of absence on account of non-occupational illness or injury may obtain it on production of satisfactory application to the employee's manager.
 - (g) Each employee who is absent for a period of more than four (4) consecutive working days shall file with the application a satisfactory certificate from a qualified, medical practitioner. Each employee shall be allowed, if qualified, to apply for this leave of up to four (4) consecutive working days without a doctor's certificate provided that the total number of such uncertified days in any calendar year shall not exceed eight (8) days.
 - (h) Employees, including employees absent as a result of an industrial illness or injury, will be required to produce any medical certificate necessary within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every twenty (20) days thereafter, unless the employee's manager is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.
- 7.2.2 (a) In the case of an unrelated claim the potential seventeen (17) week period of income protection shall be reinstated provided the employee has returned to active employment and completed one regular day of work.

- (b) In the case of a claim which is related to a previous claim the potential seventeen (17) week period of income protection shall be reinstated provided
 - (i) thirty (30) calendar days have elapsed from the cessation of the previous claim and the commencement of the related claim; and
 - (ii) the employee and the employee's medical advisor(s) are complying with the requests of the employer and the employer's medical advisor(s) made pursuant to the employer's duty to accommodate. Failure to comply with the above will result in the immediate cessation of income protection. Income protection will resume when the employee and/or the employee's advisor(s) provides medical documentation satisfactory to the Employer.
- (c) It is understood that the applicable number of days of 100% income protection shall only be available once in any calendar year.

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

7.2.4 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.

7.2.5 Advance of IPP Credits Pending LTDI or WSIB decisions

Where an employee is awaiting a decision on a claim or on an appeal from the WSIB or the LTDI carrier as to that employee's entitlement to long term disability benefits or WSIA payments, the Employer may advance IPP benefits to the employee continuously notwithstanding that thirty (30) days have not elapsed from the cessation of the previous claim on the following conditions:

- a) the employee continues to provide medical certification satisfactory to the Employer that the employee continues to be unable to perform the duties of their position due to illness or injury;
- b) where the employee's claim is allowed, the Employer will be entitled to be reimbursed from the employee's WSIB or LTDI payments the amount of IPP benefits advanced and may require the employee to sign whatever authorizations or directions are

required to permit WSIB or the LTDI carrier to make such reimbursement directly to the Employer.

- c) Where the employee's claim is not allowed, the Employer will be entitled to be reimbursed firstly from the employee's future IPP entitlements. Only where absolutely necessary the Employer shall be deemed to be authorized pursuant to the Employment Standards Act to make deductions from the employee's pay cheque in order to recover the overpayment.

7.3 Special Leave

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

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

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

To qualify for special leave the employee must have:

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

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

Special leave is limited to a maximum of four (4) days per annum, non-cumulative, and may be taken on an hourly basis and in minimum units of one hour. Time required in excess of one (1) day may be extended by the employee's manager.

Application for special leave beyond one day will be considered on an individual basis and authorization shall be solely at the discretion of the employee's manager.

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

For employees working twelve (12) hours per day, a day of special leave shall be twelve (12) hours. The maximum of such leave is thirty-two (32) hours per year.

Any time taken as Special Leave shall be counted as time taken as 'Emergency Leave' pursuant to the Employment Standards Act.

7.4 Bereavement Leave

The Employer shall grant leave of absence with full pay, of four (4) working days, to any employee on the following basis:

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

The Employer shall grant leave of absence with full pay, of three (3) working days, to any employee on the following basis:

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

For the purposes of definition, brother-in-law and sister-in-law shall be the brother or sister of the employee's spouse or the employee's brother or sister. Grandparent is to be defined as the father or mother of the employee's father or mother.

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

In special cases when an extension of leave under Article 7.4 may be required application shall be made to the General Manager of Human Resources.

For twelve-hour shift employees, bereavement leave will be based on three (3) twelve-hour days entitlement.

Any time taken as Bereavement Leave shall be counted as time taken as 'Emergency Leave' pursuant to the Employment Standards Act.

7.5 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act, 2000 except where amended by this provision.

7.5.1 Pregnancy leave

A pregnant employee who has completed 13 weeks of service with the employer, upon written request to their Manager, be granted a leave of absence without pay for a maximum of 17 weeks. The timing and notices related to this leave shall be as set out under the Employment Standards Act, 2000.

7.5.2 Parental Leave

An employee who has completed 13 weeks of service with the employer and who is the parent of a child shall, upon written request to their Manager, be granted a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. This leave shall span to a maximum of 35 weeks, if the employee has not taken pregnancy leave and to a maximum of 37 weeks if he/she has not taken pregnancy leave. The timing and notice provisions relating to this leave shall be as stipulated under the Employment Standards Act, 2000 .

7.5.3 Topping Up

- (a) An employee on pregnancy leave with a minimum of six (6) months of seniority shall be entitled to receive a topping up of their Employment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of fifteen (15) weeks of such leave.
- (b) An employee on parental leave with a minimum of six (6) months of seniority shall be entitled to receive a topping up of their Employment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of ten (10) weeks of such leave.
- (c) In order to receive this top-up pursuant to (a) or (b) above, the employee must qualify for and be in receipt of Employment Insurance benefits. This topping-up arrangement is subject to the approval of the Human Resources Development Canada.

7.5.4 Benefit Entitlements During Pregnancy/Parental Leave

Employees who are eligible for Pregnancy and/or Parental leave as defined above, shall:

- (a) continue to accumulate service and seniority for the duration of the leave;
- (b) retain their increment date;
- (c) retain their enrolment in the following Benefit Plans provided the employees make necessary arrangements to pay their share of the premium costs, where applicable:
 - i. Extended Health Care
 - ii. Dental Insurance
 - iii. Semi-Private Hospital Coverage
 - iv. Group Life Insurance
- (d) The employee shall be entitled to return to his/her job upon the completion of Pregnancy or Parental Leave, in the same manner as provided by the Employment Standards Act for an employee on Pregnancy or Parental Leave under this legislation.

7.5.5 It is understood and agreed that an employee is not entitled to income protection plan benefits while on such leave.

7.6 Leave For Collective Bargaining

The Employer shall grant Leave of Absence with pay to a maximum of six (6) employees elected or appointed by the membership to represent the Union in negotiations with the Employer.

7.7 Leave of Absence for Union Activity

- (a) Leave to attend Union Conventions

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

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

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

(b) Leave for Union Business

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

(c) Reimbursement By The Union

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

7.8 Leave of Absence Without Pay

- (a) Salaried and wage employees who desire leave of absence without pay shall make application to the Head of the employee's Department or designate.
- (b) Under special circumstances, two (2) employees who are elected or selected for a full-time position with the Union or any body with which the Union is affiliated may apply to the Employer for leave of absence without loss of seniority, and, while the granting of such leave and its duration are at the sole discretion of the Employer, such leave will not be unreasonably withheld.
- (c) Except where otherwise provided, when an employee is on authorized leave of absence without pay in excess of twenty (20) consecutive working days, the employee's seniority date, increment date and all benefits enjoyed by the employee immediately prior to the commencement of such leave of absence without pay shall be suspended. When the employee returns to full time employment with pay, the employee's seniority date, increment date and the benefits, shall resume at the level at which they were when he/she absented himself/herself, recognizing any negotiated changes.

- (d) It is understood that arrangements may be made between the employee and the City for continuation of any of the insured benefits while on such leave of absence without pay.

7.9 Armed Forces Summer Camp

The Employer shall grant one week's holiday with pay to any salaried employee who has completed one year of service and to any wage employee who has worked 244 days during a period of 52 weeks to enable him/her to attend Reserve Armed Forces Summer Camp on the production of required evidence from military authorities that he/she will be attending it. This provision is in addition to any vacation leave as set forth in Clause 7.1

7.10 Statutory Holidays

- a) The following days shall be statutory and declared holidays:

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

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

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

Wage employees after ten (10) consecutive working days service shall receive the same holidays and be governed by the same regulations as above.

Any holiday falling on a Saturday shall be celebrated on the following Monday and any holiday falling on a Sunday shall be celebrated on the

following Monday except that shift employees (other than shift employees – Long term care) who work a shift schedule that regularly includes work on Saturday and Sunday shall celebrate the Statutory and Declared holidays on the actual day of the holiday.

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, except that shift employees (other than shift employees – Long term care) who work a shift schedule that regularly includes work on Saturday and Sunday shall celebrate Christmas and Boxing Day on the actual days on which they fall.

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

b) Statutory and Declared Holidays – Shift Employees Long Term Care

In lieu of the statutory or declared holidays as defined in the Agreement, all shift personnel shall be entitled to 11 days leave with pay in addition to vacation leave entitlement.

Leave credits, in lieu of statutory or declared holidays, may be taken concurrent with vacation leave, or regular days off.

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

- (1) receive payment; or
- (2) 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.

All shift personnel who may, as a result of their shift schedule, be on duty on the actual day of the statutory or declared holiday shall, in addition to the time off specified in this section, receive one-half (1/2) hour's pay at straight time rates for each completed hour so worked during the shift, in addition to the normal days' pay.

Any employee who separates from employment during the calendar year shall only be entitled to those statutory or declared 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.

7.11.1 Jury and Witness Duty Leave

An employee who is called upon to:

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

7.11.2 Court Duty

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

7.12 Time off for Voting

The Employer shall grant time off for voting in a manner consistent with the Canada Elections Act, the Ontario Election Act and the Municipal Elections Act, as may be amended from time to time.

7.13 Blood Donors

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

7.14 Isolation Leave

Where the Medical Officer of Health determines that an employee must be isolated from the public, the employee shall be granted leave with pay.

ARTICLE 8

WORKPLACE SAFETY AND INSURANCE

- 8.1 Every employee who is absent from duty as a result of personal illness or injury arising from his/her employment within the meaning of the Workplace Safety and Insurance Act (WSIA), will be provided with medical care and treatment as provided in the WSIA and shall comply with Clause 7.2.1 of this Agreement.
- 8.2 Every employee who is absent from duty as a result of personal illness or injury arising out of and in the course of his/her employment (within the meaning of the Workplace Safety and Insurance Act) and, who has not completed his/her probationary period as provided for in this Agreement, shall receive compensation from the Employer to the level provided under the WSIA effective from the date of disability. Where a claim has been disallowed by the Workplace Safety and Insurance Board (WSIB) all payments made by the Employer will be recovered from the employee's Income Protection Plan.
- 8.3 In addition, every employee who has completed his/her probationary period, and who suffers a personal injury arising out of and in the course of his/her employment (within the meaning of the WSIA) shall be entitled to the following:
- (a) Payment of salary or earnings by the Employer to the maximum allowable under the WSIA and the Employer will also pay to the employee, where applicable, the difference between the maximum allowable under the WSIA and the actual amount equal to 75% of the employee's salary or regular wage. It is recognized that:
 - (i) The combined effect of the employee's entitlement under the WSIA and the top-up payment shall not exceed the employee's pre-injury net pay after tax and legislated deductions.
 - (b) In addition, the Employer will pay on behalf of the employee the total payment of premiums for the following plans:
 - (i) pension,
 - (ii) medical plans as specified in the Agreement,
 - (iii) life insurance,
 - (iv) long term disability,
- provided that in any calendar month the employee is absent ten (10) working days.

- (c) When the employee returns to full and regular duties, he/she shall be returned to a position equal to the one which he/she held prior to his/her compensable injury and the benefits specified in (a) and (b) above shall cease. When the employee is able to return to modified duties the benefits specified in (a) and (b) above shall cease.
- 8.4 Should an employee be off work in excess of three (3) consecutive months without any regular pay for work done, the employee shall not accumulate leave credits for this period of time.
- 8.5 In the event that an employee is able to return to light or modified duties as determined by the Workplace Safety and Insurance Board of Ontario, the Employer shall attempt to provide such work and the employee shall continue to receive the hourly rate of pay or bi-weekly salary he/she was receiving prior to the date of his/her accident until a final determination is made by the Workplace Safety and Insurance Board as to the appropriate work assignment consistent with that employee's restrictions.
- 8.6 Any employee who returns to modified or light duties shall be assessed on an on-going basis by the Workplace Safety and Insurance Board. In the event such assessments determine that the employee is able to return to full and regular duties, 8.3 (c) shall apply. In the event the employee's condition is assessed as deteriorating, the Employer shall provide rehabilitation as recommended by the Workplace Safety and Insurance Board for employment with the Employer or other employers. In this case, the Employer will make a reasonable effort to offer the employee on-going alternate employment. In any case, when the employee returns to light or modified duties, the Employer shall be guided by the assessment of the Workplace Safety and Insurance Board.
- 8.7 The Union recognizes that reassignment of a permanently partially disabled employee to alternate employment may necessitate a change of classification and pay.
- 8.8 It is recognized that where the employee has been reassigned or offered, and accepts alternate employment with the Employer, the employee shall be entitled to any lump sum payment or permanent award payable as determined by the Workplace Safety and Insurance Board of Ontario, and such payments will not reduce the wage or salary the employee will be receiving.
- 8.9 In the event that WSIA benefits should become taxed as normal income, the Employer and the Union agree that the employee receiving WSIA benefits shall not receive less than the payments outlined in Articles 8.2, 8.3, 8.5 or 8.7, as the case may be. The details of such rearrangement shall be negotiated between the Union and the Employer at the time of such change in the legislation.

ARTICLE 9

PROBATIONARY PERIOD

9.1 New employees shall be on a probationary period normally not exceeding six (6) consecutive calendar months. During the probationary period, an employee may have his/her employment terminated without recourse to the grievance procedure, save and except where the termination is arbitrary, discriminatory, or in bad faith.

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

9.3 (i) Salaried Employees

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

(ii) Wage Employees

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

ARTICLE 10

SENIORITY

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

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

10.3 Seniority shall accumulate under the following circumstances:

(a) when the employee is on the active payroll of the Employer;

- (b) when the employee is off the payroll due to an authorized lay-off of twelve (12) months or less;
 - (c) when the employee is off the payroll due to illness or injury and when the employee is receiving compensation under the Workplace Safety and Insurance Act, and when the employee has not accepted employment with a nother employer;
 - (d) when the employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this agreement except in those situations covered by 7.8 (c).
- 10.4 An employee shall retain but not accumulate seniority when off the payroll of the Employer, as follows:
- (a) When the employee is on authorized leave of absence without pay in the situations covered by 7.8(c).
 - (b) When the employee is on authorized lay-off for an additional twelve (12) months beyond that specified in Article 10.3 (b).
- 10.5 An Employee shall lose his/her seniority and deemed to be terminated when he/she:
- (a) voluntarily resigns in writing and five (5) working days have elapsed from the date of the resignation; or
 - (b) is discharged and not reinstated; or
 - (c) is off the payroll for a continuous period of more than twenty-four (24) months as a result of a lay-off, provided the Employer has so advised the employee in writing by registered mail six (6) months in advance and copy to the Union; or
 - (d) is absent from work without authorization for a period in excess of five (5) working days after the Employer has provided written notice to the employee with a copy to the Union that his/her continued absence from work without a reasonable explanation will result in the employee's employment being deemed terminated and that the employee has five (5) further working days within which to seek independent legal advice or counsel from the Union concerning the effect of this deemed termination at law.
- 10.6 In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and at a later period, returns to a position within the scope of this Agreement, the employee shall retain the seniority which

the employee held at the time of transfer but shall not accumulate any additional seniority for the period during which the employee held a position outside the scope of this Collective Agreement.

10.7 Seniority Lists

- (a) The Employer shall provide the Union with quarterly seniority lists in seniority order and in alphabetical order detailing the employees' names, classifications, Departments and seniority dates.
- (b) The Employer shall publish the up-to-date quarterly seniority lists on the Employer's intranet.
- (c) The Employer shall ensure up-to-date seniority lists are posted every six months in all major work locations so that they are normally accessible to the employees. (The parties shall meet to identify the appropriate locations.)
- (d) Copies of all lay-off notices shall be sent to the Union and shall contain the employee's name, seniority date, classification and department.

Clause 10.7 shall be dependent on the completion of the City computer systems, but in any event shall be no later than June 30, 2004.

ARTICLE 11

JOB POSTINGS AND SELECTION

11.1.1 Salaried Positions Other than those covered in Clause 11.1.3

- (a) All vacancies and new positions of a permanent nature and temporary assignments lasting more than six (6) months, except in cases of pregnancy and parental leave in which case it will be for up to twelve (12) months, within the Bargaining Unit within this category shall be posted for a period of not less than five (5) working days throughout the Employer's premises.
- (b) Appointment shall be made of the applicant having the greatest seniority and the required qualifications, academic or otherwise for the position available, and in the case of a tradesman, demonstrated ability to carry out the work of the Employer, and competence in the trade. It is understood that the Employer has a right to establish the qualifications for the required vacancy or new position. These qualifications shall be those that are actually required to perform the normal functions of the position.

The employee's absenteeism, past record and ability to perform the work of the Employer, shall be considered. Should the successful candidate be from within the bargaining unit, such selection where possible shall be made within four (4) weeks from the initial date of posting.

- (c) A successful applicant from within the bargaining unit shall be placed on trial for a period of three (3) months. The purpose of the trial is so that the employee can ascertain whether the work of the position is suitable to him/her and so that the Employer can determine if the employee is suitable and capable of performing the work of the position. While on such trial the employee shall receive the salary or wage to which an employee is entitled on promotion. As well, should the employee be confirmed in the position, this trial period will not delay the employee's increment. Should the employee find the work suitable and should the Employer find the employee suitable and capable of performing the work of the position, after three months, the Employer shall confirm the employee in the position. However, should the employee find the work unsuitable and/or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be returned to his/her former position and salary or wage rate. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position and salary or wage rate.

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

11.1.2 All Wage Positions Except Those Covered by Clause 11.1.3

- (a) All ongoing vacancies shall be posted throughout the Employer's premises for a period of not less than five (5) working days.
- (b) Selection shall be made of the applicant having the greatest seniority and the qualifications required to perform the normal functions of the job. The employee's past record with the Employer shall also be considered.
- (c) Any temporary vacancies shall be filled by the most senior employee qualified to perform the normal functions of the job from within the work unit who is interested in the opening. The work unit shall be defined as those employees who regularly report to the same geographic work location or those employees who regularly work within the same Section, Division or Branch as may be applicable.
- (d) Employees shall be trained on equipment and provided with on the job training in accordance with the seniority, with a view to the need of the Employer at the time, and such training shall be on the Employer's time. The Employer agrees that where possible it will attempt to train present

employees for vacancies or new jobs that occur before recruiting from outside the bargaining unit. Employees who want such training may make application to their Manager in writing. A written reply will be provided.

11.1.3 All Salaried Positions at Pay Grade 15 and above, and salaried positions at Pay Grade 12, 13 and 14 with a Supervisory Q6 rating of 31 and above, and the specific positions listed in Appendix C.

- (a) Appointment shall be made of the qualified applicant who meets the required qualifications and level of competency at a standard determined by the Employer for the position. Such standard shall not be established in an arbitrary or discriminatory manner.
- (b) Qualifications must be those actually required to perform the normal functions of the job and shall consist of the following:
 - (i) Education
 - (ii) Experience
 - (iii) Knowledge
 - (iv) Ability/Skills
- (c) The standard required by the Employer shall be determined in advance of the competition. Such information will be provided to the Union upon request.
- (d) Each applicant may be tested and ranked through a point ranking system. The determination of the points received by each employee may be made through an interview or testing process or other procedure as determined by the Employer.
- (e) In the event that two or more applicants are relatively equal, the most senior of these applicants shall be appointed.
- (f) A successful applicant from within the bargaining unit shall be placed on trial for a period of three (3) months. The purpose of the trial is so that the employee can ascertain whether the work of the position is suitable to him/her and so that the Employer can determine if the employee is suitable and capable of performing the work of the position. While on such trial the employee shall receive the salary or wage to which an employee is entitled on promotion. As well, should the employee be confirmed in the position, this trial period will not delay the employee's increment. Should the employee find the work suitable and should the Employer find the employee suitable and capable of performing the work of the position, after three (3) months, the Employer shall confirm the employee in the position. However, should the employee find the work unsuitable and/or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be returned to

his/her former position and salary or wage rate. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position and salary or wage rate.

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

- (g) All employees in any competition shall be treated in a reasonable, just and equitable manner.
 - (h) Posting of qualifications as per Article 11.3.
- 11.2 The Employer shall notify unsuccessful in-service candidates of, or post the name of, the successful in-service candidates in all competitions.
- 11.3 All job vacancy notices shall contain the following information: job title, qualifications, required knowledge and education, skills, the requirement for shift work, and where possible the specific shift, salary range or wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.

ARTICLE 12

LAY-OFF AND RECALL

- 12.1 For the purposes of this Article, a lay-off is a temporary cessation of work instituted by the Employer because of lack of work.
- 12.2 The provisions of this Article do not apply to temporary full-time or temporary part-time employees or casual employees.
- 12.3 Any employee being laid off who has standing to his/her credit an entitlement to vacation leave or time off in lieu of overtime may elect to take either during the period of lay-off but his/her recall to work shall be governed by the provisions set forth in this Article.
- 12.4 The Employer will notify employees two weeks prior to a lay-off.
- 12.5 No new employee will be hired to perform work which those employees laid off could perform until those employees who have been laid off have been given an opportunity of recall subject to the conditions of recall set forth in this Agreement.
- 12.6 (a) Subject to the conditions of recall for seniority employees set forth in this agreement, probationary employees shall be recalled in order of their original date of hire, on a bargaining unit wide basis to their previously

held position, or to a position equal to or lower than the position they occupied at the time of lay-off provided they have the knowledge, ability and qualifications to do the job. Probationary employees are not required to accept recall opportunities into lower rated positions.

- (b) The provisions of 12.7.10, 12.7.11 and 10.5 (c) apply to probationary employees.
- (c) Except as specifically stated herein, probationary employees do not enjoy any other rights or entitlements under Article 12 until they have completed their probationary period set out in Article 9.

12.7 Layoff and Recall Procedures – Seniority Employees

- 12.7.1 In the event of layoff, employees shall be laid off in the reverse order of their seniority provided the remaining employees have the knowledge, ability and qualification to do the job.
- 12.7.2 In the event of a layoff employees shall, where positions are available, be given the opportunity to revert to a vacant position, provided employees have the knowledge, ability, and qualifications to do the job, and provided such positions are at the same rate of pay. The exercising of this right by the employee shall be first within the employee's section, next within the employee's division, next within the employee's branch, next within the employee's department, and finally bargaining unit wide. In the event no such vacant positions are available at the same rate of pay, the employee shall be given the opportunity to revert to vacant positions at a lower rate of pay in the same sequence as set out above. In both cases, it is recognized that there may be a period of familiarization.
- 12.7.3 In the event a laid off employee is not placed in accordance with 12.7.2 above, the employee shall be given the opportunity to bump, in accordance with his/her seniority, employees whose positions are at the same or a lower rate of pay, provided the laid off employee has the knowledge, ability and qualification to do the job. The exercising of this right by the employee shall be first within the employee's section, next within the employee's division, next within the employee's branch, next within the employee's department, and finally bargaining unit wide. It is recognized that there may be a period of familiarization.
- 12.7.4 Notwithstanding the above, the exercising of seniority rights for salaried employees shall be within the salary positions and for wage employees within the wage positions.

- 12.7.5 A position/job shall be equal to or less than another position/job if the maximum rates of pay for the former position/job are equal to or less than those for the latter position/job.
- 12.7.6 The position/job which a wage employee occupies for the purpose of this Article shall be that which provided the highest rate of pay which the employee has received for more than five (5) consecutive days in the three (3) pay periods immediately preceding the layoff.
- 12.7.7 Employees who have been displaced as a result of employees exercising their seniority rights as set out in clause 12.7.3 above, may exercise their seniority rights in a like manner, and such employees shall be given five (5) days notice, provided the Employer has provided all relevant information necessary to enable the displaced employee to exercise his/her rights under this Article.
- 12.7.8 Employees on layoff shall be recalled in the order of their seniority, on a bargaining unit wide basis to their own position, or to a position equal to or lower than the position they occupied at the time of layoff provided they have the knowledge, ability and qualifications to do the job. It is recognized that there may be a period of familiarization. Employees are not required to accept recall into lower-rated positions.
- 12.7.9 If an employee's former position/job becomes available and the employee has bumped into a vacancy or another position, or has been recalled and accepted another position, such employee will be given first priority for reinstatement to his/her former position/job (recognizing there may be a period of familiarization) unless the employee notifies the employer in writing, that he/she is no longer interested in being recalled to his/her former position/job.
- 12.7.10 It is the responsibility of every employee to notify the Employer promptly of any changes of address and 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. In any case the Employer shall notify all employees of recall by registered letter whether the employee exercised their seniority rights or not. The Union shall also be provided copies of all layoff and recall notices when they are sent.
- 12.7.11 An employee who fails to report to work after having been notified of a recall to work following a layoff, pursuant to the procedure set out in 10.5 (d), shall be deemed terminated, unless the employee has a reason acceptable to the Employer.

ARTICLE 13

SUPERANNUATION

- 13.1 (a) (i) Salaried and wage employees hired prior to July 1, 1965, who were enrolled in the City of Ottawa Superannuation Fund (C.O.S.F.) shall have their superannuation governed by the by-laws of that Fund.
- (ii) In the case of salaried employees hired after July 1, 1965, their superannuation shall be governed by the Ontario Municipal Employees' Retirement System (O.M.E.R.S).
- (iii) Any wage employee who has completed the probationary period shall have his/her superannuation governed by the Ontario Municipal Employees' Retirement System (O.M.E.R.S). Upon the completion of this waiting period, any wage employee may opt to buy back service for this waiting period, and the Employer shall pay the normal contributions plus interest as assessed by O.M.E.R.S. for that period with the employee paying his/her normal contributions plus interest as assessed by O.M.E.R.S. for that period.
- (b) (i) The Council of the City of Ottawa agrees not to make any unilateral amendments to the City of Ottawa Superannuation Fund commonly referred to as By-law 7200.
- (ii) The Employer agrees that it will not make any unilateral revisions to the provision of benefits under the Ontario Municipal Employees' Retirement System. Any changes or revisions shall only be made with the concurrence of the Union.
- (ii) The Employer agrees not to make any unilateral amendments to the O.M.E.R.S. Disability by-law, known as by-law 218-73 in the former Regional Municipality of Ottawa-Carleton and as By-law 273-73 in the former City of Ottawa.

ARTICLE 14

RETIREMENT

- 14.1 (a) The effective date of retirement of an employee is the first day of the month following the month in which the employee has reached retirement age. The normal retirement age shall be sixty-five years.
- (b) Early Retirement
- The effective date of retirement of an employee who retires before age 65 shall be the first day of the month in which an employee terminates his or her employment with the City of Ottawa and commences receiving a monthly pension from OMERS.
- (c) The retiring employee's position shall be considered vacated on the effective date of retirement or on the date the employee starts retirement leave.

ARTICLE 15

UNION REPRESENTATION

- 15.1 The Employer acknowledges the right of the Union to appoint or otherwise select employees as stewards.
- 15.2 There shall be one (1) steward appointed for every sixty (60) employees. Any change in the ratio of stewards to employees will be the subject of consultation between the Employer and the Union.
- 15.3 The Union will notify the Employer in writing of the name of its stewards and will advise promptly of any change made to the list. The Employer shall not be required to recognize any steward until it has been so notified.
- 15.4 (a) The Union recognizes that each steward is employed full time by the Employer and that he/she will not leave his/her work during working hours to perform his/her duties as a steward except in accordance with the Collective Agreement.
- (b) No steward shall leave his/her work to perform his/her duties as a steward without obtaining the permission of his/her immediate

supervisor. The steward shall inform his/her immediate supervisor of the reason for the request, the location and estimated duration of the leave. Such permission shall not be unreasonably withheld and will be given within an hour unless an emergency situation requires the employee to continue his/her work for the Employer, in which case the steward shall be permitted to immediately contact the Union office. Where practicable, the representative will report back to his or her supervisor, or the person in charge, before resuming his or her normal duties.

- (c) The Union recognizes that a steward shall not use such time away from his/her work except to perform his/her duties as a steward.

- 15.5 Where management or its designate intends to interview any employee for disciplinary purposes, the employee shall be notified in advance of the purpose of the interview in order that the employee may contact his/her Union Representative or Steward to be present at the interview. The Employer may suspend the employee with pay, pending the interview, in an emergency. The unavailability of a Union Representative or Steward shall not delay the meeting more than seventy-two hours. The Employer may designate a Union Representative or Steward to attend if that becomes necessary to meet the 72-hour limit.

Apart from the above, an employee shall have the right to request the presence of a Union representative or Steward at any discussion which the employee believes might be the basis of disciplinary action. The Employer may designate a Union Representative or Steward to attend if the employee's choice or choices are not available within the time prescribed by the Employer.

ARTICLE 16

GRIEVANCE PROCEDURE

- 16.1 For the purposes of this Agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between an employee and the Employer or the Union and the Employer.

Complaint Step

- 16.2 The Parties to this Agreement share a desire to adjust employee complaints as quickly as possible. An employee shall discuss his/her complaint with his/her immediate supervisor within ten (10) days of the occurrence giving rise to the complaint, where possible, so as to afford the supervisor an opportunity to

resolve the complaint. In the case of complaints concerning harassment or discrimination, an employee shall discuss his/her complaint with the Manager, Human Rights and Workplace Equity, or designate. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor, or Manager, Human Rights and Workplace Equity or designate.

- 16.3 It is agreed that an employee shall not file a grievance until he/she has discussed his/her complaint with his/her supervisor, or the Manager, Human Rights and Workplace Equity, or designate, in accordance with Clause 16.2.
- 16.4 When an employee has presented his/her complaint to his/her supervisor, or the Manager, Human Rights and Workplace Equity, or designate, and the complaint has not been resolved to his/her satisfaction within ten (10) days of the meeting, he/she may file a grievance with the Union Grievance Committee. The grievance must be signed and dated by the employee within thirty (30) days of the day on which he/she was notified or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt by him/her of his/her supervisor's reply or the reply of the Manager, Human Rights and Workplace Equity, or designate, to his/her complaint, whichever shall last occur.

Step 1

- 16.5 Where an employee has filed a grievance with the Union Grievance Committee, the Union may, within ten (10) days from the date thereof, present the grievance to the Director or designate, with a copy to both the appropriate Manager, Human Resource Services and the Director of Labour Relations. The Director with whom the grievance has been filed, or designate, shall meet with the grievor and the Union representative within ten (10) days from the day on which it was received and date-stamped by his/her office and shall, within ten (10) days from the meeting, render his/her decision in writing.
- 16.6 If the Director or designate:
- (i) fails to meet the grievor and the Union representative; or
 - (ii) fails to render his/her decision to the grievor and the Union representative within the time prescribed in Clause 16.5, or
 - (iii) The decision is not acceptable to the grievor and the Union representative;

the Union Grievance Committee may forward a copy of the grievance to the General Manager or designate, with a copy to both the Manager, Human Resource Services and the Director of Labour Relations, within thirty (30) days

from the day on which the grievance was received and date-stamped by the office of the Director or designate.

Step 2

16.7 The General Manager or designate shall, within ten (10) days of the date the grievance was received and date-stamped in his/her office, meet with the grievor and the Union representative, and shall within ten (10) days of the meeting, notify the Union in writing of his/her decision with regard to the grievance.

16.8 In the event the decision of the General Manager or designate is not acceptable to the Union, the Union may notify the Director of Labour Relations of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement, within ten (10) days of the receipt and date-stamp by the Union office of the decision.

16.9 Employer Grievance

In the event that the General Manager, Human Resources Department or designate is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the General Manager, Human Resources Department or designate may notify the Chair of the Union Grievance Committee within ten (10) days of the receipt and date-stamp by the office of the General Manager, Human Resources Department or designate, of the decision of the Chair of the Union Grievance Committee that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with the procedure for arbitration of grievances contained in this Agreement.

16.10 Discharge Grievance

Where a grievance relates to the discharge of an employee, the grievance procedure shall start with the General Manager or designate, with a copy to the appropriate Manager, Human Resource Services and the Director of Labour Relations in accordance with Step 2 (Clause 16.7).

16.11 Policy Grievance

Where a policy grievance is initiated by the Union, the grievance procedure shall start with the General Manager of Human Resources with a copy to the Director of Labour Relations in accordance with Step 2 (Clause 16.7).

16.12 At any stage in the grievance procedure the grievor may be present and shall be represented by the Union in the presentation of their complaint or grievance.

- 16.13 The time limits expressed in this Article are working days and may only be extended by mutual agreement between the Union and the Director of Labour Relations or designate.

ARTICLE 17

ARBITRATION PROCEDURE

- 17.1 Any dispute or grievance concerning the interpretation or alleged violation of this Agreement including any question as to whether a matter is arbitrable which having passed through the grievance procedure outlined in Article 16 still remains unresolved, may be submitted to arbitration. Either party to the Agreement desirous of exercising this provision shall give notice of intention to the other party and at the same time appoint its member to the Board of Arbitration. The other party shall, within a period of seven (7) working days, appoint its member to the Board of Arbitration. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chair of the Board. The parties may mutually agree to use a single arbitrator in lieu of a Board.
- 17.2 If within ten (10) working days the two (2) members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair. The decision of the Board of Arbitration shall be final and binding on both parties to the Agreement as well as upon the Employee or Employees involved in the dispute.
- 17.3 The Board of Arbitration or single Arbitrator shall not have any power to alter or change any provision in this agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.
- 17.4 Each party shall bear the expenses of its own member and shall bear equally the expense of the Chair or the single Arbitrator and all other expenses of the arbitration.
- 17.5 In the case of an Employee who has been found to be unjustly suspended or discharged, he/she shall be reinstated and have all rights and benefits restored.
- 17.6 Nevertheless, in any situation where the Board of Arbitration or the single Arbitrator 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.

17.7 List of Arbitrators

The Union and the Director of Labour Relations shall, by mutual agreement, establish a list of “agreed to” arbitrators, who may be used as determined by the parties sitting as single arbitrators or as members of Arbitration Boards as described in 17.1.

(See letter of Understanding #6 – Alternative Dispute Resolution.)

ARTICLE 18

UNION SECURITY

- 18.1 The Employer shall deduct from the pay cheques of present members of the Union and all future employees represented by the Union all normal dues chargeable by the Union and shall remit the same to the Secretary/Treasurer of the Union bi-weekly. "Normal dues" shall not include entrance fees or special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay-cheques and remitted to the Secretary-Treasurer of the Union.
- 18.2 The Employer shall supply a dues check-off list to the Union on a bi-weekly basis. The list shall set out the employees' names in alphabetical order, along with their most recent addresses and the amount of dues they have paid during the preceding month and on a year-to-date basis. Should the address change the Employer will advise the Union that it is a changed address.
- 18.3 The employer shall supply the following information to the Secretary Treasurer on a once-a-month basis:
- (a) the dollar amount of the full time regular C.U.P.E. Local 503 bargaining unit payroll for all their regular hours;
 - (b) the dollar amount of the part-time regular C.U.P.E. Local 503 bargaining unit payroll for all their regular hours.

(See letter of Understanding #7.)

ARTICLE 19

INSURANCE

19.1 It is understood that the Employer's obligation under this Article is restricted to contracting with Insurer(s) and payment of its portion of the premiums necessary to provide the employees the specific benefits and entitlements set out in this Article.

Any dispute as to an employee's entitlement to benefits provided under the contract is between the employee and the Insurer, and the employer shall have no obligation.

19.2 Employees shall be eligible for benefit coverage after completion of the probation period set out in Article 9.

19.3 The employer shall deduct from the employee's pay the employee's share of the premium costs (if any).

19.4 Extended Health Care

(a) The Employer shall pay 100% of the premium cost for each employee and dependent coverage in the Extended Health Care Plan, including Semi-Private coverage, Vision Care, and Para-medical Services.

(b) Para-medical package: para-medical services above the amount covered by any provincial plan, including psychologist, physiotherapist, chiropractor, osteopath, chiropodist, podiatrist, naturopath, speech therapist, masseur, acupuncturist to a combined maximum of \$1,000 per person per calendar year.

(c) Extended Health Care Plan: a deductible of \$25 per family each year; a drug card with 90% reimbursement; orthotics to a maximum of \$300 per person per calendar year; registered nurse in your home to a maximum of \$25,000 in any calendar year; certain other prescribed medical supplies and services to specified maximums; and hearing aid coverage of up to \$500 per claimant per five (5) year period;

(d) Vision Care Plan: up to \$300 net per claimant every twenty-four (24) months.

19.5 Dental Plan

- (a) The Employer shall provide a dental plan and shall pay 75% of the premium cost of this plan.
- (b) The Employer shall ensure that the coverage is such that it provides full payment in accordance with the current O.D.A. schedule of fees minus one year.
- (c) Eligibility for enrollment shall be upon the completion of the probation period set out in Article 9.
- (d) Coverage will include:

- 90% reimbursement for Basic Services;
- 80% reimbursement for Dentures;
- 50% reimbursement for Major Restorative Services such as crowns and bridges;

Maximum reimbursement of basic and major restorative services, including dentures, combined at \$1,500 per calendar year;

50% reimbursement for Orthodontics with a \$3,000 lifetime maximum per claimant.

19.6 Basic Life Insurance and Accidental Death and Dismemberment

- (a) The Group Life Insurance Plan shall provide coverage at the level of two (2) times regular salary with a minimum coverage of \$100,000 per employee. The Employer shall pay 100% of the premium cost of this plan.
- (b) Employees shall be insured upon the completion of the probation period set out in Article 9.
- (c) Optional Life Insurance

The Employer agrees to provide coverage for purchase by employees for insurance for employees and their eligible dependant spouse in units of \$10,000 to a maximum of \$700,000 per covered individual provided the employee pays the full premium.

- (d) Voluntary Accidental Death and Dismemberment Insurance

The Employer agrees to provide Voluntary Accidental Death and Dismemberment Insurance for purchase by employees for accident

insurance in units of \$10,000 to a maximum of \$250,000 and for an employee's dependants as per percentage of his/her coverage provided the employee pays the full premium.

19.7 Long Term Disability Plan

- (a) The Employer agrees to pay 100% of the premium cost for a Long Term Disability Plan which provides the following:
 - (i) Benefits of 75% of the employee's salary or wage earned on the date of disability;
 - (ii) Benefits shall commence seventeen (17) weeks after the initial date of the disability;
 - (iii) The Long Term Disability benefits will be increased annually to the CIP index to a maximum of 4%;
 - (iv) While the employee is in receipt of Long Term Disability Benefits, the Employer agrees to pay 100% of the premium cost of the following benefits:
 - (a) Extended Health Care including Vision Care, Para-medical package, and Semi-Private Coverage
 - (b) Group Life Insurance
 - (c) Dental Insurance
- (b) Eligibility for enrollment shall be upon the completion of the probation period set out in Article 9.
- (c) Definition of Total Disability

Totally disabled means that, during the qualifying period and the 24 month period immediately following it, the member has a medical impairment due to injury or disease which prevents him from performing the essential duties of the occupation in which he participated just before the total disability started.

After the 24 months, totally disabled and total disability means that the member is unable, because of medical impairment, to perform, the essential duties of any occupation for which he/she has at least the minimum qualifications and would earn more than 75% of his indexed pre-disability monthly earnings.

- (d) An employee's position may be declared vacant even though the employee may be receiving Long Term Disability benefits, after the expiry of two (2) years from the initial date of disability.
- (e) Should a person who has been on L.T.D. benefits wish to return to work the Employer will endeavor to secure suitable employment consistent with the employee's education, qualifications, training and ability and consistent with the Employer's duty to accommodate disabled employees.
- (f) Accumulation of Vacation while on LTDI
 - (i) Former RMOC employees

Effective February 5, 1997 vacation leave shall only accumulate for the first twelve (12) months while an employee is in receipt of LTDI benefits.
 - (ii) Former City of Ottawa employees

Effective October 2, 1991, vacation leave shall only accumulate for the first fifteen (15) months while an employee is in receipt of LTDI benefits.
 - (iii) All other employees

Vacation leave shall only accumulate for the first fifteen (15) months while an employee is in receipt of LTDI.

ARTICLE 20

UNION/MANAGEMENT CONSULTATION COMMITTEE

- 20.1 A committee known as the Union/Management Consultation Committee shall consist of an equal number of representatives from the Union and the Employer.
- 20.2 The committee shall meet as soon as possible at the request of either party. It shall meet at least once every two (2) months at a time mutually agreed upon between the parties.
- 20.3 The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties.

ARTICLE 21

EMPLOYEE REVIEW AND EMPLOYEE FILES

21.1 Performance Reviews

When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to discuss and then sign the assessment form in question upon its completion to indicate that its contents have been disclosed. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form. An employee has the right to make written comments to be attached to the performance review form and included in the personnel file of the employee.

21.2 Access

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

21.3 Discipline

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

ARTICLE 22

CONTRACTING OUT

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

22.2 The Employer agrees that persons not covered by the terms of this Agreement will not perform duties normally assigned to persons in the bargaining unit,

except for purposes of instruction, experimentation, or an emergency when regular employees are not readily available, or as may otherwise be mutually agreed by the Parties in writing.

This clause is not however intended to restrict the use by the Employer of volunteers or family members providing additional care for residents of Long Term Care or volunteers involved in the provision of normal recreational and cultural services to the community.

- 22.3 In order to provide job security for members of the bargaining unit, the Employer will not contract out work usually performed by members of the bargaining unit if as a result of any contracting out of services, a layoff or reduction of hours of work of any employee, (other than casual employees) follows. Nor will an employee remain on layoff or reduced hours of work if that employee can perform the normal requirements of the work which has been contracted out. The contracting out to an Employer who is party to a collective agreement and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision
- 22.4 a) The Union agrees that the work which has been contracted out by the former ROC and City of Ottawa prior to 1986, and any work which the union and the employer may mutually agree in writing is not feasible for the employer to consider carrying out using its own resources may be contracted out at the employer's sole discretion.
- b) The Union agrees that work which has been contracted out by any predecessor municipality in accordance with the relevant provisions of the applicable predecessor collective agreement may continue to be contracted out on a "grandparented" basis for the duration of the collective agreement provided the Employer provides the Union with all relevant and available information concerning the "grandparented" contracts or any renewal thereof over the life of this Collective Agreement so that the Union and Employer will be in a position to discuss and compare the efficiency, cost and availability of resources between performing the work in-house or continuing to contract out all or some of the work in question.
- c) In all other cases, where the Employer intends to contract out work that would otherwise be bargaining unit work to a firm or private contractor instead of carrying out the work itself using its own employees, the Employer will provide the Union with two (2) months notice and all relevant and available information, specifications, costings and rationale concerning the proposed contracting out so as to allow the Union the opportunity to submit a detailed written proposal to the Director responsible for the work or services. Upon receipt, the Director will give due consideration to the Union's proposal and afford the Union an opportunity to discuss, explain or amend its proposal in response to questions or concerns of the Employer.

Where the Union elects not to submit a proposal and so long as no breach of article 22.3 occurs, the Employer may contract out such work at its sole discretion.

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

ARTICLE 23

HEALTH AND SAFETY

- 23.1 (a) The Employer and the Union shall endeavour to provide a safe and healthful environment for employees through their Joint Occupational Health and Safety Committee.
- (b) The City of Ottawa shall provide Occupational Health and Safety education and training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness. The Corporate Health and Safety Committee, which includes union representation, shall review the City of Ottawa's training and education programs on an ongoing basis to ensure that they are satisfactory.
- 23.2 (a) The Employer and the Union acknowledge that a joint health and safety program can only be successful when both parties are committed to fostering and developing a safety culture within the City, and ensuring that their responsibilities under the Occupational Health and Safety Act of Ontario are carried out.
- (b) The Employer and the Union agree to cooperate in ensuring that terms of reference are established for Occupational Health and Safety Committees with bargaining unit member participation.
- (c) Training for Occupational Health and Safety Committee members, mandated by the Terms of Reference, shall be delivered jointly where possible. The Employer shall consult with the Union regarding the choice of outside training resources.
- (d) The Employer shall forward copies of all joint Employer and CUPE Local 503 Occupational Health and Safety Committee Minutes, as identified within the Terms of Reference, to the offices of CUPE Local 503, in a timely manner.
- 23.3 Should there be a need for leave for special programs, initiatives or training requirements identified through the Terms of Reference, the General Manager, Human Resources shall consider such a request from the President of the Union.

If the President's request is agreed to by the General Manager, Human Resources, the President of the Union shall designate one or more Union Health and Safety representatives and the representative(s) shall be entitled to paid leave with full benefits for the duration of the fulfillment of the request. Such paid time off shall not exceed thirty-two (32) days per year in total and individual usage shall not exceed one day per month unless mutually agreed by parties. The period of leave under this Article shall not be considered part of the time available to the Union for Union business under Article 7 of the Collective Agreement.

ARTICLE 24

SALARIES AND WAGES

- 24.1 (a) The salaries and wages to be paid to employees covered by this agreement shall be in accordance with the official schedule of salaries and wages of the Employer as agreed to by the Employer and the Union.
- (b) When new salary or wage schedules are required as a result of negotiations or arbitration, the Employer will provide a copy to the Union prior to implementation.
- 24.2 (a) 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) An employee who is promoted to a position having a higher salary scale, or whose position has been classified upward, shall be paid at the salary rate next higher to the rate he/she received prior to his/her promotion, provided that his/her salary rate represents a minimum of 104% of the remuneration which the employee would have received 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.
- 24.3 The normal effective date for the implementation of an employee's salary increment within a pay range, shall be the Annual (or semi-annual, where this is provided within the pay schedule) anniversary of the employee's appointment, subject to the provisions of 7.8 (c).

- 24.4 Except as provided in subsections 24.5 and 24.6, every employee shall be granted salary increments on his/her salary increment date until he/she reaches the maximum rate in the range of rates for the classification level to which he/she is appointed.
- 24.5 The Employer may deny a salary increment to an employee if it is dissatisfied with the employee's performance. Where the Employer intends to deny a salary increment to an employee, the Employer shall, at least two (2) weeks, but not more than six (6) weeks before the due date for the salary increment of the employee, give the employee the reason for the denial in writing.
- 24.6 Where the Employer has denied a salary increment to an employee on his/her increment date, it shall then grant the salary increment on the first day of any pay period prior to the employee's next increment date, and the employee shall retain his/her increment date.
- 24.7 Wage employees shall be paid the rate of pay for the work being performed. Probationary employees shall be paid five percent (5%) less than the rate of pay for the work being performed.

24.8 Salary Protection on Downward Reclassification

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

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

- 24.9 Salaries and wages, as set forth in this agreement, shall be effective on the first day of the pay period within which the specific date falls.

ARTICLE 25

ORGANIZATIONAL OR TECHNOLOGICAL CHANGE

25.1 When the Employer is proposing the introduction or implementation of technological or organizational change which may result in employees/positions being declared surplus/redundant, the Employer agrees to notify the Union when its intentions are known and to update such information as new developments arise and modifications are made. Where possible such notice shall be at least six (6) months in advance.

25.2 (a) Placement into an equal level position

The incumbent in any position which has been declared surplus/redundant, as a result of organizational or technological change, shall be placed in a vacancy in which he/she is interested for which he/she has the qualifications and ability actually required to perform the normal duties of the position. In such cases it is recognized there may be a period of familiarization of up to four (4) to six (6) weeks. Such employee shall be placed in a position without competition. Employees shall have priority rights to permanent vacancies under this clause for six (6) months from the date of redundancy, unless the employee accepts a temporary assignment.

(b) Temporary Assignment

It is understood that redundant employees will also be considered for temporary vacancies which may occur so as best to ensure their placement into vacant permanent positions in accordance with this clause. Where no permanent positions are available and an employee accepts or is placed into a temporary assignment, they will continue to have priority rights for vacancies for which he/she is interested and for which he/she has the qualifications and ability actually required to perform the normal duties of the position. However, the period of the temporary assignment shall interrupt the six (6) month priority job search time frame set out in this clause such that all redundant employees shall be entitled to a cumulative entitlement for six (6) months priority placement and job search for permanent positions

(c) Placement into a higher level position

Generally, the parties acknowledge and agree that redundant employees' priority placement to vacancies relates to positions which become

available and are equivalent or comparable in terms of compensation level. However, the parties further acknowledge and agree that there are exceptional cases where vacancies may arise at a higher compensation level for which the employee has the qualifications and ability actually required to perform the normal duties of the position within a period of up to four to six (4 – 6) weeks. In such cases, such employees shall be placed in these positions without competition but if within the ninety (90) day time frame, should the employee find the work unsuitable or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be entitled to further consideration for priority placement under Clause 25.2 (a) and such period of placement into the higher level position shall be treated as if it was a temporary assignment in accordance with the provisions of that clause.

(d) Retraining

If a vacancy exists for which the employee can be retrained by the Employer within a period of six (6) months, the Employer shall offer such retraining to the employee for the position. This option shall be subject to the agreement of the employee.

- 25.3 (a) If no placement is possible under Clause 25.2, and the Employer determines within a further period of three (3) months, that a vacancy exists for which the employee has the qualifications and ability actually required to perform the normal duties of the position such that they would be deemed to be “job ready” to perform the normal duties of the position within a familiarization period of four to six (4 - 6) weeks, then the Employer may place the employee in such vacancy, without competition for the four to six (4 – 6) week familiarization period, without the agreement of the employee.

At the end of the four to six (4 - 6) week familiarization period, should the employee demonstrate that the work is unsuitable or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be afforded the remaining rights or entitlements set out in this Article.

- (b) Should the employee refuse an assignment pursuant to this option, the Employer shall have no further obligation to provide any further options or entitlement under Article 25 and the employee shall be deemed to have quit or terminated their employment in accordance with the provisions of Article 10.5(a) of this Collective Agreement.

- 25.4 An employee not successful in obtaining a position in the manner set out in Clause 25.2 or 25.3 above, may be reassigned to another job including one which may be a lower classification/paygrade with the agreement of the

employee. If the employee opts not to accept the reassignment he/she may utilize the provisions of Clause 25.6 or 25.9 as applicable.

- 25.5 Employees shall continue to receive their regular salary, exclusive of premiums, during the period of reassignment and/or retraining. However, upon entering the position as described in 25.2, 25.3 or 25.4 above, the employee will be slotted into the salary range of the position which he/she has newly entered. If the salary of the employee exceeds the maximum range of the position the employee enters, the employee will maintain his/her present salary, with half (1/2) of any future negotiated increases for a period of three years from placement into the position at which time the employee will no longer be entitled to any future negotiated increases until such time as the employee can be slotted into the salary range of the new position.
- 25.6 If an employee is not placed as per Clause 25.2, 25.3 or 25.4 above, the employee may exercise his/her seniority rights. A redundant employee who elects to bump shall be entitled to bump departmentally first and then bargaining unit wide into a position at an equal or lower classification/paygrade for which he/she has the qualifications and ability actually required to perform the normal duties of the position or may elect to take severance in accordance with Clause 25.9 below.
- 25.7 Rights of Displaced Employees
- (a) Employees who have been displaced as a result of employees exercising their seniority rights under Article 25.6 above, shall be placed into vacancies in accordance with Article 25.2 (a), (b) and (c) and 25.3 but such rights shall not exceed a total cumulative period of two (2) months from the date of displacement.
- (b) A displaced employee not successful in obtaining a position in the manner set out above in Clause 25.7 (a) may exercise his/her seniority bumping rights or take severance in accordance with clause 25.6 or 25.9, respectively.
- 25.8 Employees displaced or redundant in accordance with the provision of this Article do not have a right to recall.
- 25.9 Where a redundant or displaced employee chooses not to exercise his/her rights under the clauses above, or has not found or been placed into a position by exercising his/her rights, then the employee shall be entitled to the severance allowance as outlined below and any other applicable entitlements outlined in this Collective Agreement.
- (i) One (1) year but less than three (3) years of service - two (2) months;
(ii) Three (3) years but less than five (5) years of service -three (3) months;

- (iii) Five (5) years but less than ten (10) years of service - four and one-half (4 1/2) months;
- (iv) Ten (10) years but less than sixteen (16) years of service - seven (7) months;
- (v) Sixteen (16) years but less than twenty (20) years of service - ten (10) months;
- (vi) Twenty (20) years but less than twenty-five (25) years of service - fourteen (14) months;
- (vii) Twenty-five (25) or more years of service - eighteen (18) months.

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

It is agreed that the severance payments outlined in this Collective Agreement incorporates any pay in lieu of notice and/or severance pay provided under the Employment Standards Act.

- 25.10 No new employee will be hired into vacancies in the bargaining unit until bargaining unit employees have been dealt with under this clause.

ARTICLE 26

JOINT JOB EVALUATIONS

- 26.1 The provisions of the Joint Job Evaluation/Pay Equity Program, between the former Region of Ottawa-Carleton and CUPE, Local 503, date of full implementation July 1, 1989, outlined in the Memorandum of Implementation, the Memorandum on the Manual of Maintenance Procedures, and the Memorandum of Understanding Re: Job Evaluation, shall govern all matters referred to therein. Should either party wish to amend the job evaluation/pay equity program as provided for in the Memorandum of Understanding/Manual of Maintenance Procedures above and the parties are unable to agree to the new plan, the parties will mutually agree to a third party to resolve the impasse.
- 26.2 Job Rating Reviews can be requested, where there has been a material change to the duties, and/or responsibilities, and/or job requirements, or where there is a new and unique permanent or temporary position. Such reviews are not subject to the grievance and arbitration process set out in Article 16 and 17, but instead are handled in accordance with the Job Rating Review Procedure, which includes the Referee Procedure, as set out in the Manual of Maintenance Procedures of the Joint Job Evaluation/Pay Equity Program.

ARTICLE 27

ACTING PAY

27.1 Salaried Employees

Salaried employees assigned by the City to temporarily perform the full duties of a salaried position in a classification having a higher salary range shall be paid acting pay, provided the assignment is for a period in excess of five (5) continuous working days.

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

The acting pay received for assignments as set out in Article 27.1 shall provide for the greater of:

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

27.2 Wage Employee Acting in a Salaried Position

A wage employee assigned by the Employer to temporarily perform the full duties of a salaried position having a higher salary range than the employee's normal hourly wage shall be paid acting pay, provided the assignment is for a period in excess of five (5) continuous working days.

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

The acting pay received for assignments as set out in 27.2 shall provide for the greater of:

- (a) the first year rate in the position in which such employee is acting; or

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

27.3 Salary Increment While Acting

Should an employee act in a position for one (1) year or more, the employee so acting shall be eligible to receive an increment in the salary scale in which he/she is acting, provided that he/she is not already at the maximum of that salary scale. It is recognized that upon return from acting to the employee's position, the employee's increment date remains unchanged and the employee will be returned to the salary scale of his/her position at the increment level to which he/she is entitled in accordance with Article 24.

27.4 Increment Date Upon Appointment

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

27.5 Promotional Increase from an Acting Appointment

- (a) The salary placement of an employee, who has been continuously acting in one or more position(s) or assignment(s) for more than six (6) months, who is promoted or assigned to another position or assignment having a higher salary/wage range than the salary/wage range of the acting assignment, shall be based upon the higher of the employee's acting salary or the employee's substantive salary at the date of the promotion.
- (b) In all other cases, the salary placement of an employee who is promoted or assigned to another position or assignment in a higher salary/wage range, shall be based upon the employee's substantive salary.

27.6 Wage Employees Acting in Wage Positions

Provided he/she has the necessary qualifications, a wage employee, may be assigned in an acting capacity to replace another wage employee who is absent on any leave authorized under this agreement, for a maximum period of six (6) months.

Such assignments shall be filled by the most senior employee who is qualified to perform the functions of the job, first from within the work unit, next from within the section, and next from within the branch.

Any vacancy needed to be “back-filled” as a result of this acting assignment may be filled in accordance with Clause 12.6. It is expressly understood and agreed that where there are no qualified seniority employees or probationary employees available under Article 12.6, then the Employer may hire a new probationary employee for the term of the replacement situation. Such hiring will not constitute a breach or abuse of the probationary period so long as such new probationary employee is afforded the recall rights set out in Article 12.6.

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

If the replacement situation will require one or more employees to be acting in a position for more than six (6) months, the Employer will consult with the Union to determine whether or not the acting assignment should be extended.

Absent an agreement with the Union to extend an acting wage assignment, no acting wage assignment may continue longer than six (6) months without being posted and filled, subject to the rights of the incumbent to return to his/her position in accordance with this Agreement.

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

ARTICLE 28

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

- 28.1 If by January 31st following notification of the desire to seek amendments or a new agreement the Parties have failed to reach a satisfactory agreement, the Parties may mutually agree to request the Minister of Labour of the Province of Ontario to provide the services of an Officer of Conciliation. Failing this or in the event that no agreement is reached either Party may demand that matters still in disagreement be submitted to arbitration and shall give notice in writing to the other Party detailing the points still at issue.
- 28.2 The Board of Arbitration shall consist of three (3) members to be appointed within thirty (30) days of the demand for arbitration and shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union who within seven (7) days of their appointment shall meet together for the purpose of selecting a third member who shall act as Chairman.
- 28.3 In the event of disagreement and a selection not being made within seven (7) days after the date on which the two members first meet, either of the members

may on not less than two days' notice in writing to the other member, apply to the Minister of Labour of the Province on Ontario to appoint a Chairman.

- 28.4 The decision of the Board of Arbitration shall be final and binding on both parties.
- 28.5 The parties shall each bear the expense of its own arbitrator, and shall bear equally the expense of the Chairman and all other expenses of the arbitration.

ARTICLE 29

DURATION OF AGREEMENT

- 29.1 This agreement shall remain in force and effect from January 1, 2001, (except where a clause otherwise provides) to December 31, 2004, and thereafter from year to year.
- 29.2 Should either Party to the Agreement wish to seek amendments to or modifications of the Agreement or to terminate the Agreement and negotiate a new Agreement, it shall give notice to the other Party not later than thirty (30) days before the expiration of the Agreement.
- 29.3 Within thirty (30) days of the receipt of this notice the Parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

ARTICLE 30

ALLOWANCES/REIMBURSEMENTS AND PROTECTION

30.1 Pre-Existing Conditions of Employment

It is agreed that no right, benefit or privilege enjoyed or possessed but not set down in this agreement, which has been confirmed through the arbitration awards set out in Appendix D shall be altered or revoked without consent of the Union.

It is further agreed that no right, benefit or privilege enjoyed or possessed but not set down in this Agreement or as otherwise agreed in writing between the parties, shall be altered or revoked without prior consultation with the Union

30.2 Legal Protection

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

For the purposes of this clause, an employee who feels there is a conflict between his or her interests and that of the Employer may request the appointment of separate counsel of the employee's choice. If such request is approved by the Employer, the Employer shall be responsible for the reasonable fees and disbursements of the appointed counsel. The Employer's approval shall not be unreasonably denied.

30.3 Use of Private Vehicle

- (a) The Union acknowledges the general right of the Employer to establish and modify its policies with respect to parking at City facilities.
- (b) Reimbursement for parking costs will be limited to expenses incurred in the authorized use of a personal vehicle for business purposes. The Employer reserves the discretion to reimburse the cost of a monthly parking pass, if one is available.
- (c) The Employer acknowledges that there are a number of employees who currently enjoy free parking as a result of an arbitration award or a condition of employment. The Employer agrees to continue to provide free parking under the conditions outlined below:
 - (i) where the parking benefit was attached to the position, the employee will continue to receive free parking until such time that he/she applies for and is the successful candidate for an alternate position.
 - or
 - (ii) where the parking benefit was received as a condition of employment, the employee will continue to receive free parking until such time that they cease to be a member of the bargaining unit.
- (a) 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) 42.7 cents for all kilometers driven on municipal business. However, the minimum payment for such employees will be \$ 60.00 per month while the requirement noted above remains a condition of employment.
- (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.
- (iii) Employees who do not require, as a condition of employment, to have available an automobile, but who may be authorized to use their own vehicle shall be reimbursed at the rate specified in (i) above but with no minimum guarantee.

30.4 Protective Clothing And Footwear

- a) Employees who are required by the Employer to wear protective footwear shall receive an annual allowance towards the purchase of such footwear. Employees entitled to receive a footwear allowance shall receive an annual allowance in the amount of \$125 for employees required by the Employer to wear “green patch” footwear and \$90 for employees required to wear safety footwear of a lower “patch” level.
- b) Notwithstanding the above, “Tree Climbers” will not receive a footwear allowance however, the appropriate protective footwear will be supplied by the employer.

For purposes of clarification, this serves to confirm that “green patch” footwear refers to certified grade 1 footwear that withstands 125 joules and has a puncture resistant steel plate sole as well as footwear with a sole resistant to electric shock commonly referred to as footwear with an omega sign.

Safety footwear of a lower “patch” level refers to all other safety footwear with a lower grade toe cap.

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

(c) Eligibility

Employees must be on the active payroll of the Employer, have completed the probationary period and been at work for at least six (6) continuous months in the twelve (12) months prior to the issuance.

30.5 Tool Allowance/Provision Of Tools

The Employer agrees to reimburse all recognized tradespersons whose job descriptions require them to hold a licence and who are required to use their own tools in the Employer's business, up to \$150.00 per year pro-rated on a monthly basis. The Employer also agrees that such payment shall be made on the last cheque in each calendar year, or upon termination of employment as applicable. Exclusive of the normal tools referred to above, the Employer agrees to make available the necessary tools required for the repair of equipment or machinery, as may be required. All tools issued by the Employer shall remain the property of the Employer.

Effective January 1, 2003 the tool allowance shall be increased to \$175.

30.6 Aquatic Program Workers

Aquatic Program Workers who have completed their probationary period and who are required to work in the pool on a regular basis shall be provided with a \$90 per year allowance for the purpose of bathing suits.

30.7 The employer shall pay to all employees who work in the stock room and audio visual equipment areas \$75 per annum for the cleaning of their clothes and to make available a lab coat/equivalent for their use.

30.8 The Employer shall pay to each Public Health Inspector and Public Health Inspector Trainee \$175.00 per annum for cleaning of their clothing.

ARTICLE 31

EMERGENCY MEDICAL SERVICES EMPLOYEES

All paramedic employees (Advance Care Paramedics, Primary Care Paramedics and Equipment and Supply Technicians) falling within the scope of this Agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this Article.

31.1 (a) Hours of Work – Twelve-Hour Rotating Shift Employees and Fixed Shift Employees

For those employees assigned to a rotating twelve hour shift or a fixed shift the standard hours of work shall be a twelve hour shift over a seven day week with weekly hours of no more than forty-two (42) hours averaged over a two week period.

(b) Hours of Work – Non-twelve Hour Shift Employees (fixed shifts)

For those employees assigned to non-twelve hour fixed shift the standard hours of work shall be an eight (8) or ten (10) hour shift over a seven day week with weekly hours of not more than forty (40) hours averaged over a two week period.

31.2 (a) Exchange of Shifts

Employees may exchange shifts with other employees by mutual consent provided no payment of overtime shall result and provided that the designated supervisor authorizes, in writing, in advance such exchanges. Such authorization shall not be unreasonably withheld.

(b) Replacement Shifts

Employees eligible for replacement shift assignments will communicate their availability in writing to the Employer and will be expected to notify the Employer or a designate of any changes in their availability not less than twelve (12) hours in advance of such change.

(c) Eating Period

(i) Subject to clause 31.2 (c) (iii) below, those employees assigned to a twelve hour shift shall be entitled to two (2) thirty (30) minute unpaid eating periods during each shift.

(ii) Subject to clause 31.2 (c) (iii) below, those employees assigned to an eight (8) hour shift shall be entitled to one (1) thirty (30) minute unpaid eating period.

(iii) The Employer agrees to use best efforts in attempting to secure cooperation from the Ambulance Dispatch Centre in order to ensure that all employees are given uninterrupted eating periods. The Union recognizes that the actual dispatching of ambulances is controlled by the Ambulance Dispatch Centre and as such is beyond the control of the Employer. In light of the above, it is

recognized that there may be occasions where it is not possible for ambulance crews to be provided with the above-noted breaks.

Employees who are required to work during the eating period will receive compensation for any one-half hour period during which they are required to work.

31.3 Time Off in Lieu of Overtime

- (a) It is recognized and agreed by all parties that the Employer does not at the current time in light of the level of staffing available within the Emergency Medical Services Branch have the ability to grant time off in lieu of overtime. As such, all overtime worked shall be paid out in accordance with Article 6.1.2.
- (b) It is agreed by all parties that the Employer's ability to grant requests for time off in lieu of overtime shall be reviewed by the Employer and the Union at six (6) month intervals and that should staffing levels improve sufficiently during any such six (6) month period, Employees will thereafter be permitted to bank and request time off in lieu of overtime.

31.4 Vacation Leave

- (a) Twelve (12) hour shift employees are entitled to the same annual hours of annual leave as are eight (8) hour employees. However, for simplicity, deductions will be translated into twelve (12) hour days.

An employee with three (3) weeks, times forty (40) hours of entitlement, will be credited with two (2) weeks of sixty (60) hours' entitlement for deduction purposes. Deduction from such credit shall be at twelve (12) hours for each such day taken.

- (b) Every paramedic employee shall give notice in writing to his/her supervisor by the 15th of March in each year of his/her preferred vacation days for the period of 1 May through 31 October. Upon receipt of such notice, the supervisor will confirm vacation days by the 15th of April of each year. Should the employee not submit notice of their preferred vacation days for the period of 1 May through 31 October by the 15th of April, the Employer may schedule its use.

31.5 Work for Other Emergency Medical Services

Each employee shall advise the Employer in writing if he/she is working full or part-time as a paramedic at any other ambulance service in the Province of Ontario. The employee shall further provide the Employer with information

respecting any mandatory or voluntary training received as a result of this employment.

31.6 Service Commitment and Training

- (a) Paramedics who are the recipient of significant investment from the Employer as in the case of training as outlined in subsection (i) below, shall commit to a length of service with the Employer so that the Employer may derive benefit from the investment. The length of such commitment shall be based on the value of the investment pursuant to the formula set out below.
- (b) Employees who leave the service of the Ottawa EMS prior to the completion of the prescribed commitment period, shall be required to repay the Employer a prescribed amount of money. The amount of money prescribed shall be determined in accordance with the formula set out in subsection (ii) below and shall be repaid for each month or part-months remaining in the commitment period at the time of termination.
- (c) It is recognized that circumstances may occur which, while beyond the control of the employee, serve to prevent him or her from completing the required service commitment. The Employer agrees that in such circumstances, the required period of service may be waived.

- (i) Training Courses Include:

- Advanced Care Paramedic Training (ACP)
 - Pre-hospital Trauma Life Support (PHTLS)
 - Tactical Medic Training
 - Advanced Cardiac Life Support (ACLS)
 - Pediatric Advanced Life Support (PALS)
 - Neonatal Resuscitation Provider (NRP)
 - Can-bike II
 - Critical Care Paramedic (CCP)

- Training Courses may be added to this schedule with the agreement of the Union and the Employer.

- (ii) The value of the training program shall be determined as follows:

- Value = Tuition cost + Direct expenses to EMS + (0.5 x basic rate of pay for all working hours lost due to training).
 - Prescribed payment=Value/24

- (d) Subject to the above, the Employer agrees to pay the fees for any job-related course or seminar deemed beneficial to the Employer upon

successful completion of such course or seminar provided the application and approval for Employer reimbursement is made prior to the Employee taking such course or seminar.

- (e) The Employer agrees that where, in the interests of increased efficiency and/or effectiveness, in-service training courses are deemed desirable, the Employer will provide such courses at the Employer's expense.

31.7 Trial Period

The parties agree that the trial period set out in clause 11.1.1(c) shall not apply to those employees who apply for and receive Advanced Care Paramedic Training (ACP) at the Employer's expense.

31.8 Uniforms

The Union and the Employer agree to the creation of a joint Union/Management uniform committee.

All full-time paramedical employees covered by these terms and conditions of employment shall be entitled to a uniform cleaning allowance of a maximum of \$450 annually. This entitlement shall be calculated on a prorated basis for each week actually worked by the employee and shall be paid out bi-weekly.

Uniforms are the property of the Employer and must be returned upon termination of employment. Should uniform items not be returned, the value of the unreturned items will be assessed and recovered from the employee.

- 31.9 Casual paramedic employees shall not be permitted to bank overtime in accordance with clause 6.1.4.

ARTICLE 32

PART-TIME EMPLOYMENT

- 32.1 (a) Part-time employment is defined as regularly scheduled work of twenty-four (24) hours per week or less averaged over two bi-weekly pay periods but exclusive of replacement situations provided such replacement situations do not exceed fifteen (15) consecutive working days.
- (b) Part-time employees wish to be considered for work outside their regular schedule shall advise the Employer of their availability on a bi-weekly basis.

- (c) All part-time employees falling within the scope of this agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this Article.
- (d) Part-time employees shall accumulate all hours worked outside their schedule, or in temporary positions, for all part-time seniority and continuous service purposes.

32.2 Hours of Work

- (a) The regularly scheduled work of part-time employees shall be posted a minimum of two weeks in advance and such work schedules shall be consistent with the standard hours of work set out in article 5 for full-time employees performing such work.
- (b) An eating period is only provided if the employee works five (5) consecutive hours or as per the Employment Standards Act, whichever is most favourable.

32.3 Premiums and Overtime

- (a) No part-time employee shall work overtime unless authorized by the employee's manager or a person delegated by the manager. Overtime shall be defined as time worked in excess of the normal hours of work for a full-time employee performing the same work as set out in Article 5.
- (b) Where management requires a part-time employee to regularly work outside the standard hours of work, set out in Article 5 for full-time employees, and these hours have not been altered in accordance with Article 5, overtime premiums will apply to hours worked by part-time employees before or after a normal work day.
- (c) No employee shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, or to exceed thirty-two (32) overtime hours in any bi-weekly pay period. It is recognized, however, that the limitation of thirty-two (32) overtime hours may be exceeded in those situations where it is deemed that an emergency exists which requires the employee to exceed the overtime limit.
- (d) Where an employee's part-time shift has been changed and the notice or change of shift is less than one week, the Employer shall pay two (2) hours at straight time rates of the employee's regular hourly rate in lieu of notice.
- (e) In the event of a part-time employee reporting for work in the ordinary course of his employment and not being able to perform his regular work

because of inclement weather, he shall be provided with work for half of his/her scheduled shift or pay in lieu thereof.

32.4 Vacation Leave

- (a) In lieu of vacation leave, vacation pay based on gross earnings and paid bi-weekly shall be provided to all part-time employees in accordance with the following schedule:
 - (i) Employees with less than seven (7) years' continuous service to be paid 6%.
 - (ii) Employees with seven (7) but less than seventeen (17) years' continuous service to be paid 8%.
 - (iii) Employees with seventeen (17) but less than twenty-three (23) years' continuous service to be paid 10%.
 - (iv) Employees with twenty-three (23) but less than 30 years' continuous service to be paid 12%.
 - (v) Employees with thirty (30) or more years' continuous service to be paid 14%.
- (b) An employee's service shall be considered continuous except in the event the employee loses seniority as outlined in Article 10, Clause 10.5.
- (c) An employee shall be entitled to take, at a mutually agreeable time, a leave of absence without pay of up to an amount of time equal to one week for each 2% vacation pay entitlement per year.
- (d) "Years" as used in (a) above refers to length of service with the Employer including predecessor municipal employers (anniversary date).

32.5 Income Protection Plan

Part-time employees regularly scheduled to work at least fourteen (14) hours bi-weekly shall accumulate sick leave credits at the rate of 7% of the scheduled hours worked. It is understood that this is exclusive of any hours worked on a casual basis outside of regular scheduled hours.

- (i) Employees accumulate sick leave credits from the initial date of hire but can't utilize such credits for the first three (3) months of employment.
- (ii) Any sick leave taken during the first 624 hours is at 2/3 salary.

- (iii) A medical certificate may be required by the Employer for any absence where the Employer feels circumstances are such that it is warranted and an employee shall be informed of such requirements in advance. However it is understood that a medical certificate will be required for any absence beyond four (4) consecutive days.
- (iv) It is understood that there will be no pay-out of sick credits on termination.
- (v) Employees on strength at the date of signing will be credited with 7% of regular scheduled hours worked retroactive to 1 January 2001 to a maximum of forty-four (44) hours.

32.6 Special Leave

Special Leave is a provision which is designed to enable an employee to be absent from his/her employment with full pay for the following reasons.

- (i) When an employee is unable to schedule professional appointments outside of such employee's scheduled working hours, the employee may make application for Special Leave.
- (ii) The unexpected or sudden illness of the employee's spouse or child and/or his/her aging parent which prevents the employee from reporting to duty;
- (iii) Emergency situations which prevent the employee from reporting to duty.

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

To qualify for Special Leave the employee must have:

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

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

Special Leave is limited to a maximum of four (4) of the employee's scheduled days per annum, non-cumulative, and may be taken on an hourly basis and in minimum units of one hour. Time required in excess of one (1) day may be extended by the employee's manager.

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

Employees who have taken Special Leave may be required to produce satisfactory evidence regarding the reason for the leave .

32.7 Bereavement Leave

The Employer shall grant leave of absence with full pay of four (4) working days (providing the employee has been scheduled to work and providing the days fall within a seven (7) calendar day period following the death) to any employee on the following basis:

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

The Employer shall grant a leave of absence with full pay of three (3) working days, (providing the employee has been scheduled to work and providing the days fall within a seven (7) calendar day period following the death) to any employee on the following basis:

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

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

32.8 Pregnancy Leave Top-Up

Applicable after twelve (12) months' continuous service provided the employee has completed the probationary period applicable to part-time employees.

32.9 Parental Leave Top-Up

Applicable after twelve (12) months' continuous service provided the employee has completed the probationary period applicable to part-time employees.

32.10 Superannuation

Applicable only to eligible part-time employees as governed by the Ontario Municipal Employees Retirement System.

32.11 Probationary Period

Newly hired part-time employees shall be on a probationary period normally not exceeding 624 consecutive hours worked.

The Employer may, with written approval of the Union, extend the probationary period as specified above an additional 244 consecutive working hours, but in all cases, the notice must be made in writing and include the reasons for the extension.

32.12 Seniority

The seniority calculation shall be on the basis of all paid hours and hours accumulated in accordance with the provisions of clause 10.3, provided no employee is credited with more than the equivalent of full-time annual hours in any anniversary year.

32.13 Benefits and Insurance

Upon completion of the probationary period, part-time employees shall receive 12% added onto their hourly rate for all paid hours in lieu of benefits received by full-time employees, including compensation for statutory holidays.

32.14 Salaries and Wage (Article 24)

- (a) The normal effective date for the implementation of an employee's salary increment within a pay range shall be the first day of the bi-weekly pay period following the appropriate salary increment date. The normal salary increment date shall be after 1500 paid hours. However, a part-time employee, except in accordance with (b) below, is not to receive an increment unless twelve months has elapsed from:
 - (i) the initial date of hire or
 - (ii) the date of the employee's increment, whichever is applicable.
- (b) The parties agree to the carrying over of any paid hours above 1500 but recognizing that there will not be more than 1 increment per year on average.

32.15 Organizational or Technological Change

For part-time employees, the provisions of Article 25 apply to part-time positions only.

ARTICLE 33

TEMPORARY EMPLOYEES

- 33.1 (a) The hiring of temporary employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in Article 11 or the provisions of Article 9, Probationary Period.
- b) All Temporary Employees shall pay Union dues from their initial date of employment.
- (c) A Temporary Employee shall be entitled to apply for salary or wage competitions in the same manner as any employee of the Corporation.
- (d) The word “service”, when used in this Article, refers to actual paid time worked with the Employer.
- (e) All temporary employees falling within the scope of this agreement shall be entitled to the rights, benefits, and working conditions of the Collective Agreement except as modified by this Article.
- (f) This Article applies to salaried positions only. However, the parties acknowledge that there may be specific wage replacement situations where the replacement procedures set out in Article 27.6 and 12.6 will not adequately address the need for a replacement employee. In these circumstances the Employer may hire a new temporary probationary wage employee in accordance with Clause 27.6 and 12.6.

33.2 Temporary Employees

33.2.1 Temporary employees are employed for a specified period of time for any of the following reasons:

- (i) to replace an employee who is absent from their substantive position on any leave authorized under this agreement for a period in excess of thirty (30) days;
- (ii) to replace an employee who is absent from their substantive position temporarily in order to fill a temporary assignment under the terms of this Article;
- (iii) to work in a specific time limited project of an experimental nature so the Employer can determine if such work or project should be continued on an ongoing basis;
- (iv) to provide short-term limited assistance to the regular work force for extraordinary or peak workload requirements provided the

peak workload requirement itself will not exceed six (6) months.

33.2.2 If the Employer considers that a temporary requirement will last six (6) months or more, except in the case of pregnancy/parental leave, it will be posted as a temporary position and filled in accordance with Article 11 of the Collective Agreement.

- (a) If filled by an existing full-time permanent employee, such employee shall be eligible to return to his/her former position either:
 - (i) at the expiry of the term of the assignment; or
 - (ii) at any time prior to completing three (3) months in the assignment (as per trial period - outlined in Article 11.1.1 (c)).
- (b) If there are no qualified bargaining unit applicants, then the position can be posted externally and filled with a Temporary Employee.

33.2.3 (a) If the temporary requirement is considered to last less than six (6) months, or less than twelve (12) months in the case of pregnancy/parental leave, the Employer shall first attempt to use the Acting Pay provision if an employee capable of performing the work is available within the bargaining unit. If such is not the case, the position may be posted externally and filled with a temporary employee.

- (b) If a temporary requirement which was considered to last less than six (6) months, or less than twelve (12) months in the case of pregnancy/parental leave, and exceeds six or twelve months as the case may be, a meeting/discussion shall take place between the Human Resources Department, the hiring department and the Union to determine whether or not the opening should now be posted and filled in accordance with Article 11.
- (c) If a temporary requirement situation becomes an established part of the Employer workforce, the position shall be posted in accordance with Article 11.

33.3 Seniority

Seniority will be calculated in accordance with the provisions of Article 10 but will only be recognized for purposes of job postings. In the event the employee is the successful applicant, the employee will be subject to the three (3) month trial period if applicable.

Such successful employee will be immediately enrolled in the benefit plans subject

to any waiting period specified in the individual plans.

A temporary employee who has worked for six (6) consecutive months in one or more temporary assignments shall achieve seniority status vis-à-vis other temporary employees in related positions. Such employee, upon completion of a temporary assignment, shall have the right to subsequent temporary assignments in related positions prior to another temporary employee who has less seniority provided he/she is qualified to perform the work. Seniority for temporary employees shall be based upon their last date of hire.

33.4 Probationary Period

A Temporary Employee shall achieve full-time permanent status within the bargaining unit when they apply for and successfully get a job that has been posted in accordance with Article 11 provided that they successfully complete a probationary period in that job of at least three (3) months or when a temporary employee has been continuously employed in one or more related temporary assignments for a period of forty-two (42) months. The probationary period may be adjusted upwards only to the extent that the total period of service with the Employer is at least six (6) months.

33.5 Sick Leave

Following a waiting period of three (3) months of service in one or more temporary assignments with no break in employment of more than ninety (90) days, an employee shall be entitled to 4 ½ sick leave days for future use and will accumulate at the rate of one and one-half (1 ½) days for each completed month of service thereafter which is not eligible for pay out. In the event an employee has a break in employment of more than 90 days, sick leave accumulation ceases and the balance is deleted.

Upon completion of one (1) year of temporary employment without a break in service of ninety (90) consecutive calendar days, sick leave accumulation shall cease and the balance deleted, and the employee shall then be eligible for the Income Protection Plan (IPP), beginning at the six (6) month level of the IPP schedule.

33.6 Benefits and Insurance

Upon completion of six (6) months service in one or more temporary assignments with no break in employment of more than ninety (90) days, temporary employees will receive 8% added onto their hourly rate for all paid hours in lieu of benefits.

Upon completion of one (1) year of temporary employment without a break in service of ninety (90) consecutive calendar days, the employee shall then be

enrolled in the benefit plans, and shall be entitled to all benefit entitlements provided for in the collective agreement including placement into the vacation leave schedule and the payment in lieu in accordance with Clause 33.6 above will cease.

33.7 Vacation Leave

In lieu of vacation leave, vacation pay based on gross earnings and paid bi-weekly shall be provided to all temporary employees in accordance with the Employment Standards Act.

33.8 Secondary Temporary Requirements

When a temporary employment requirement is filled in accordance with Article 11, the Employer shall fill the resulting opening by first attempting to use the Acting Pay provision. If such is not the case, the position may be posted externally and filled with a temporary employee.

ARTICLE 34

CASUAL EMPLOYMENT

34.1 A casual employee shall be defined as an employee who does not regularly work a predetermined schedule but is used to cover unforeseen or intermittent work requirements lasting not longer than thirty (30) consecutive working days. Casual employees shall declare on a bi-weekly basis availability or non-availability for work on specified days of the next two (2) week period. Casual employees who declare themselves available for any shift and later become unavailable for work shall notify the Employer 24 hours prior to the commencement of the scheduled shift, except in extenuating circumstances.

All casual employees falling within the scope of this agreement shall be entitled to the rights, benefits and working conditions as provided below.

Preamble - Applicable

Recognition/Scope - Applicable

Responsibility of Employer - Applicable

Responsibility of the Union - Applicable

Hours or Work and Overtime

Overtime shall be defined as time worked in excess of eight (8) hours per day or 40 hours per week.

The shift premiums set out in Article 6 are payable where applicable.

Vacation Leave

Vacation pay will be paid as per the part-time provision (clause 32.4) but a year represents 1500 paid hours. However, in no event should casual employees receive an increase in vacation pay entitlement unless the applicable number of calendar years required to generate such an increase have been met (as specified in Article 32).

Special Leave

Applicable as per part-time provision contained in clause 32.6 provided employee has been scheduled in advance to work.

Bereavement Leave

Applicable as per part-time provision contained in clause 32.7 provided employee has been scheduled in advance to work.

Pregnancy/Parental Leave

Applicable, but top-up not applicable.

Time Off for Voting - Applicable.

Workplace Safety and Insurance

Applicable as per Workplace Safety and Insurance Act.

Article 9, 10 and 11

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

- (i) priority over casual employees with less than 976 cumulative hours for purposes of work assignment opportunities within specified geographical work locations, provided such employees have the required qualifications which may include specific knowledge of a particular function or work area, provided such is necessary.

- (ii) Seniority will be calculated on the basis of hours worked but will only be recognized in accordance with (iii) below.
- (iii) Such employees shall be entitled to compete for any entrance level position in accordance with Article 11. The employee will be subject to the three (3) month trial period, if applicable. Such successful employee will be immediately enrolled in the benefit plans (recognizing any time lag specified in the individual benefit plans).

Union Representation - Applicable

Grievance Procedure - Applicable

Arbitration Procedure - Applicable

Union Security - Applicable

Benefits and Insurance

Upon completion of the waiting period, such employees shall receive 12% added to their hourly rate for all hours worked in lieu of benefits received by full-time employees, including compensation for Statutory Holidays.

Personnel Files – Applicable

Article 24

Applicable on the basis that one (1) year represents 1500 paid hours and with the following understandings:

- (a) The normal increment date shall be after 1500 paid hours. However, a casual employee, except in accordance with (b) below, is not to receive an increment unless 12 months has elapsed from:
 - (i) the initial date of hire; or
 - (ii) the date of the employee's increment, whichever is applicable.
- (b) The parties agree to the carrying over of any paid hours above 1500 but recognizing that there will not be more than one increment per year on average.

Health and Safety - Applicable

Article 28 - Applicable

Article 29 - Applicable

ARTICLE 35

CURBSIDE WASTE COLLECTION EMPLOYEES

PREAMBLE

This Article sets out the terms and conditions applying to employees performing the work related to solid waste collection and recycling. All curbside employees falling within the scope of this agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this Article.

CUPE Local 503 acknowledges that such work has not been previously performed by members of the Ottawa-Carleton Public Employees' Union, CUPE Local 503 and is not work of the bargaining unit as defined under the main body of the Collective Agreement.

CUPE Local 503 further agrees that in the event the City of Ottawa decides to have this work performed by a third party contractor, in part or in whole, following the performance of said work under the terms of this Article, no grievance, complaint or action of any kind will be filed by CUPE Local 503 or any of its members claiming a violation of any provision of the Collective Agreement or related employment legislation alleging a restriction on the Employer's right to have such services performed under contract, based on or in relation to the performance of said work under this Article.

In the event the City of Ottawa decides to have this work, in part or in whole, performed once again by a third party contractor, the employment of the employees who formally performed the work under this Article shall be terminated and these employees shall be considered for re-employment to vacancies and where their service has not been broken they shall be credited with seniority for service beyond probation.

In recognition of the essential nature of these services to the community, the parties agree to establish a Union/Management Committee for this work site which shall meet monthly (or more frequently if warranted) to discuss operation or workplace issues with a goal to resolving them expeditiously. Minutes of said meetings shall be copied to the CUPE Local 503. The Committee shall not have authority to amend or alter any terms and conditions of this Article without the written consent of the parties. This Committee shall include a Waste Collection Operator, the Field Supervisor, the Operations Manager and may include a union representative and a labour relations officer.

The City shall also encourage future employer(s) to consider hiring these employees.

Hours of Work

The standard hours of work shall be scheduled between Monday to Saturday on a four 10 hour day cycle between 7 a.m. and 6 p.m. (see Annex A). Although employees may have expressed their interest in particular routes, route and truck assignment are at the discretion of the Employer. Where statutory holidays affect collection services, the schedule shall be moved forward into Saturday in order to provide service. The parties agree to review the holiday adjustment if in the future council should direct an alternative approach.

Employees shall be scheduled for 30 minute unpaid meal breaks during their shift and be provided with two (2) fifteen (15) minute paid rest breaks.

Premiums and Overtime

Overtime

Overtime shall be paid at time and one-half of the regular rate after 40 hours per week or 10 hours per day.

Premiums - Not applicable.

Reporting Pay - Not applicable.

Income Protection Plan

After three months of continuous service, employees hired under the terms of this Article shall be eligible to use 4.5 days of paid sick leave and shall accumulate thereafter 1.5 days for each month of full service thereafter.

Job Postings

- (a) Selection of new employees shall be based upon standard qualifications, experience and ability to perform the work, including a physical assessment of suitability, as established by the Employer. Candidate selection is not on the basis of sufficient ability.
- (b) Where staffing complements are insufficient to cover the daily routes due to staff absences, the Employer shall be permitted to hire casual employees from outside employment agencies to cover staffing deficiencies. The Employer will also consider qualified laid off employees for such temporary cover off assignments and the terms and conditions of this appendix shall govern their employment while in said assignments. Selection of such candidates shall be in accordance with this appendix.

- (c) Employees covered by this Article shall have access to compete for positions in accordance with Article 11 of the main body of the collective agreement.

Salaries and Wages

The rates of pay for the positions are set out in Annex B of this Article. Notwithstanding the Job Evaluation/Pay Equity agreements between the parties, these special program assignments shall be deemed to have “out of scale” rates and there shall not be adjustments made to the rates agreed upon under the terms of this Article as set out in Annex B.

Job Descriptions and Classifications - Not applicable.

Acting Pay - Not applicable.

Organizational and Technological Change - Not applicable.

Reimbursement for Use of Private Vehicle - Not applicable.

Tool Allowance/Provision of Tools - Not applicable.

Categories of Employees

Part-Time - Not applicable

Temporary Employees - Not applicable.

Casual Employees - Not applicable

ANNEX A

Garbage Route	Monday	Tuesday	Wednesday	Thursday	Friday
1 (driver only)	1	1	1	1	A
2 (driver only)	A	2	2	2	2
3 (driver only)	3	A	3	3	3

Garbage Route	Monday	Tuesday	Wednesday	Thursday	Friday
4 (driver only)	4	4	A	4	4
5 (driver only)	5	5	5	5	B
6 (driver only)	B	6	6	6	6
7 (two person)	7	B + E	7	7	7
8 (two person)	8	8	B + E	8	8

Recycling Route	Monday	Tuesday	Wednesday	Thursday	Friday
9	9	9	9	9	C
10	C	10	10	10	10
11	11	C	11	11	11
12	12	12	C	12	12
13	13	13	13	13	D
14	D	14	14	14	14
15	D	15	15	15	15
16	16	16	D	16	16
17	E	F	F	E	F

If garbage routes require helpers, then helpers MUST have DZ licenses in order to alleviate vacation and illness substitutes throughout other routes. Industrial personnel pool would be contacted to provide helpers in these cases. The helper from garbage route 7 & 8 will substitute as the driver or recycling route 17, 2 days per week, with

another driver/helper 3 days per week. The helper will be substituted by an individual from the pool. We require F on standby, one day per week, and likely, G on standby the entire week.

ANNEX B - RATES OF PAY

Waste Collection Operator	Hourly Rate	Bi-weekly
1 January 2000	\$16.55	\$1,324.00
1 January 2001	\$16.89	\$1,351.20
1 January 2002	\$17.22	\$1,377.60
1 January 2003	\$17.57	\$1,405.60
1 January 2004	\$18.05	\$1,444.00

	Eff 1 Jul 2000	Eff 1 Jan 2001	Eff 1 July 2002	Eff 1 July 2003
Field Supervisor	\$21.941			
Receptionist Dispatcher	\$17.957			

ARTICLE 36

HOME HELPERS

36.1 The intent of this agreement is to allow Home Support participants to enter the programme fully aware of it as being a re-entry programme. This will start with 25 days training without becoming members of Local 503 (CUPE). This training period will provide an opportunity for individual assessment of long term work potential. When training is completed they will be assigned to “on-the-job work practice” for a two year period during which time they will be union members.

36.2 Intake criteria

Participants entering the programme will have to meet specific criteria: They must:

- (a) be in need of pre-employment counselling to become job ready;
- (b) be able to complete the 25 training days;
- (c) be willing to participate in a two year programme;
- (d) have the potential for long term employment upon completion of this programme.

36.3 Terms of employment for work practice

During the period following training and while on work practice and performing duties as assigned, participants will be members of CUPE 503:

- (a) All participants in the programme will regularly be scheduled in advance for work and must be prepared to work a minimum 12 hours weekly.
- (b) Because of the uniqueness of the programme, participants must be willing to accept the opportunity as being of two years duration only. When deemed job ready, participants must actively seek employment outside of Home Support.

Extension beyond the two (2) years (24 months) would be considered individually and only by mutual agreement between the Home Helper, programme managers, and CUPE 503. This would only be considered when deemed necessary to achieve job readiness.

- (c) Subject to their agreement as per clause 36.3(a) above all employees presently on strength will continue to work for Home Support Services as members of CUPE 503, and retain their rights of seniority and benefits, providing they are available for regularly scheduled work to a minimum of 12 hours weekly.
- (d) The pay scale for Home Helpers will have two levels only. The level will be slightly less than the starting wage paid by the Visiting Homemakers Association of Ottawa-Carleton.

Level A (employees with less than 416 hours)
Level B (employees with 416 hours or more)

Level	2000	2001	2002	2003	2004
A	\$8.03				
B	\$8.67				

- 36.4 The Terms and Conditions of this Program are Without Prejudice and Precedent and may not be raised in respect to any other matter between the parties before the Ontario Labour Relations Board, an Interest Board of Arbitration or a Rights Board of Arbitration except insofar as the raising of these terms and conditions are in relation to implementation of these terms and conditions.
- 36.5 The Parties recognize that schedules will fluctuate on a regular basis and last minute scheduling adjustments will be required with no penalty. However if the hours fall below nine (9) hours on a bi-weekly basis for two (2) consecutive pay periods and such is not at the request of the employee, the Employer will consult with the Union at which time the reasons for such change will be explained in detail.

ARTICLE 37

TWELVE HOUR SHIFT EMPLOYEES - P.C.C. AND WATER FILTRATION PLANTS

37.1 SCHEDULING SHIFTS

Initially, shift schedules shall be:

Cycle 1 - 156 hours - 4 shifts

Cycle 2 - 156 hours - 4 shifts

Cycle 3 - 156 hours - 4 shifts

then Cycle 4 - 156 hours - A shift

168 hours - B shift

156 hours - C shift

168 hours - D shift

37.2 AVERAGING

The hours set out for each four (4) week cycle are regular scheduled hours and hours worked in excess of that regular schedule are paid at the applicable overtime rate. Daily overtime is payable after 12 continuous hours and overtime for "regular

shift operators" is payable for hours worked outside of the scheduled hours within a specific cycle. Overtime entitlement for relief operators is set out in 37.9.

NOTES:

- (i) Employees will continue to be paid eighty (80) hours bi-weekly at straight time rates for working the schedules set out.
- (ii) Any denial of a specific date to be the scheduled day off will normally be at the time the request is made.
- (iii) If changes occur outside of (ii) notice will be one week in advance.
- (iv) On 6 Month Trial Basis

If the employee requests a specific day to be a scheduled day off, the Employer will attempt to accommodate the employee's preference for the day off.

If the Employer cannot accommodate the employee's preference, the employee may submit two alternate days for consideration and the Employer will attempt to accommodate provided a relief operator is available. In the event the Employer cannot accommodate the employee's preference, the employee will be provided with those dates that the Employer could provide as alternate days off. In the event a mutual agreement is not reached as to the employee's day off, the Employer reserves the right to schedule the day off to accommodate staffing requirements.

If the employee feels that he/she was not given proper consideration in determining the day(s) off, the employee may request a review of the reasons by the applicable Division Head. Such review will be held as soon as possible after the request.

In the event the review is not completed until after the designated day off and the Director finds that a relief operator was available on one of the requested days and the employee should have been granted one of the requested days off, the employee will be granted the premium portion (1/2 time) for the day in question.

37.3 DAILY HOURS

The daily hours of work shall be:

Day Shift - 0600 hours to 1800 hours

Night Shift - 1800 hours to 0600 hours

Nothing in this schedule prevents employees from exchanging shifts with other employees by mutual agreement provided the designated Supervisor is so advised in writing, in advance where possible, and further provided that no payment of overtime shall result.

Employees may also continue the present practice of making mutual cover-off arrangements for early/late starts or quits provided no payment of overtime shall result.

37.4 OVERTIME PAY FOR WORK ON THE ACTUAL STATUTORY/DECLARED HOLIDAY

- Payment for work on a statutory holiday at premium rates will only be for those hours actually worked on the statutory holidays.

A - For the shift working from 1800 hours of the day preceding the Holiday to 0600 hours on the day of the Holiday:

six (6) hours at time and one-half (1 1/2)

B - For the shift working from 0600 hours to 1800 hours on the day of the Holiday:

twelve (12) hours at time and one-half (1 1/2)

C - For the shift working from 1800 hours on the day of the Holiday to 0600 hours on the day following the Holiday:

six (6) hours at time and one-half (1 1/2).

- The overtime pay for shifts A and C immediately above is augmented by the straight time hours worked on the day which precedes or follows the hours worked on the Holiday.

- This does not replace any other entitlements, including any other overtime or shift premium to which an employee may be entitled.

37.5 ENTITLEMENTS TO STATUTORY/DECLARED HOLIDAYS

- (a) Employees scheduled to work and who work on the statutory or declared holiday will receive their regular bi-weekly pay plus the applicable premium pay for hours worked on the actual holiday as set out in 37.4 above.
- (b) If a statutory or declared holiday falls on employees' scheduled day off and they do not work, such employees will receive their regular bi-weekly pay plus an additional eight hours pay for the holiday.
- (c) If a statutory or declared holiday falls on an employees' scheduled day off and they do work, such employees will be paid at premium rates for all hours worked on the statutory or declared holiday in addition to payment outlined in 37.5 (b).

37.6 ELIGIBILITY FOR PAY FOR STATUTORY/DECLARED HOLIDAY

Where Article 7.10 of the Agreement requires an employee to work the day prior to and subsequent to a holiday (or on authorized leave with pay or authorized leave of absence without pay of less than 5 days) such stipulated days shall be the twelve (12) hour shift employee's last scheduled working day prior to and the first scheduled working day following the actual holiday.

37.7 EMPLOYEE ON I.P.P. ON STATUTORY HOLIDAY

Occurrence of statutory or declared holiday during an employee's absence on the Income Protection Plan shall reduce an employee's number of days of income protection eligibility by .5 days (4 hours).

37.8 ANNUAL LEAVE

Twelve (12) hour shift employees are entitled to the same annual hours of annual leave as are eight (8) hour employees. However, for simplicity, deductions will be translated into 12 hour days.

An employee with three (3) weeks, times 40 hours of entitlement, will be credited with two (2) weeks of sixty (60) hours entitlement for deduction purposes. Deduction from such credits shall be at twelve (12) hours for each such day taken.

37.9 OVERTIME AND WEEKEND DEFINED FOR RELIEF OPERATORS AND ON CALL

- (a) If more days are scheduled in the four week period than for the dedicated shift, then overtime for the additional hours will be paid, see also 37.2 of this Article.

- (b) If the dedicated shift is scheduled to be off on the weekend then overtime is payable for scheduling relief operator to work on what would normally be his off weekend.
- (c) All other premiums applicable.
- (d) The Employer shall attempt to schedule no more than four (4) consecutive work days for relief operators. In the event an employee is scheduled (exclusive of (e) below) for more than four (4) consecutive days; then overtime will be paid after the fourth (4th) consecutive day.
- (e) The Employer reserves the right to reschedule relief operators any time without overtime premiums except for the defined weekend period (that is any time during the week). Change of shift premium in such cases will be applicable.
 - (f) A weekend for on call purposes shall be from 1800 hours Friday to 0600 hours Monday.

37.10 BEREAVEMENT LEAVE

Bereavement leave will be based on three 12 hour days entitlement.

37.11 SPECIAL LEAVE

A day of Special Leave shall be twelve (12) hours. The maximum such leave is 32 hours per year.

37.12 UNCERTIFIED INCOME PROTECTION PLAN ENTITLEMENT

Employees will be entitled to five (5) 12 hour days of uncertified sick leave per year in even numbered years and six (6) twelve hour uncertified days in odd numbered years.

37.13 ALL OTHER RIGHTS AND BENEFITS

All other rights and benefits set out in the Collective Agreement shall continue to apply to those involved in the twelve (12) hour shift operations. It is recognized that either Party reserves the right to discuss the other rights and benefits if there is uncertainty as to the applicability to the twelve (12) hour shift employees.

37.14 RENEWAL

If the Employer or Union, at the end of any calendar year is not satisfied with the efficiency and/or economics of the 12 hour shift, he may request consultation with

the Union or Employer and in the absence of resolving the outstanding issue(s), he may revert to an eight (8) hour shift schedule provided six (6) months notice of such discontinuation of the twelve (12) hours shift.

IN WITNESS WHEREOF the City has hereunto fixed its corporate seal attested by the hands of its proper officers in that behalf, and the proper officers and representatives of the Union have set their hands and seals at Ottawa.

SIGNED, SEALED AND DELIVERED THIS _____ **DAY OF** _____ 2003.

THE CITY OF OTTAWA

Mayor

City Clerk

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

APPENDIX A

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, including part-time, casual, and temporary employees save and except those persons specified below:

EXCLUSIONS FROM SCOPE

1. All students employed during the school vacation period (April 1st to September 7th);*
2. All persons employed in the Offices of the Mayor, Councilors and City Manager;
3. All persons employed in the Human Resources Department;
4. One Administrative Assistant for each General Manager and one for each Director;
5. All persons who provide administrative and coordination support to Council, Boards and/or their Committees;
6. All budget analysts and budget officers involved in budget analysis related to labour relations issues;
7. All Volunteers;**
8. Members of all other bargaining units at the City of Ottawa;
9. Any other persons excluded under the provisions of the Ontario Labour Relations Act.

Clarification Note:

Positions within the scope of this bargaining unit may:

- i) include responsibilities for supervision of activities of employees who report to the position and/or;
- ii) require employees to have professional memberships, degrees or equivalent credentials.

****Clarification note regarding volunteers:**

The parties agree that volunteers will not be used to replace or displace bargaining unit employees or otherwise, perform bargaining unit work; volunteers will not work as full or part-time paid staff equivalence nor will volunteers be deployed in any manner as replacement paid staff during any labour dispute which may occur between the Union and the Employer. Volunteers have a distinct but complimentary role to bargaining unit employees and will work collaboratively with the Union and the bargaining unit employees to fulfill that role.

***Clarification note regarding co-op students:**

Co-op students are excluded from the bargaining unit so long as they are employed pursuant to a recognized cooperative College, University or cooperative education program.

Clarification Note:

The employer agrees that it will not move into the Professional bargaining unit, positions which are within the scope of this agreement or which fell within the scope of the CUPE Local 503 and 2187 bargaining units of the former City of Ottawa and Region of Ottawa-Carleton and which require employees to have elements of a “professional capacity”, unless otherwise agreed to by the parties or unless there is a significant change to the scope of job responsibilities in the new city relating to the “professional capacity” of the position.

Letter of Understanding:

The parties agree that historically positions within the predecessor HR departments have been non-union and that the services provided by the new HR Department will include types of positions, which have been historically excluded. Accordingly, the parties agree that the type of position within the attached HR structure/services should be non-union.

However, if other non-historical HR services are added or transferred to Human Resources, the parties shall meet to review and agree upon the placement of such

positions. If the parties cannot reach agreement, they will refer the issue to the Ontario Labour Relations Board for determination.

Other Agreements on Scope:

The parties agree that for new bargaining unit positions within the new City, or should the employer propose to reclassify a union position within the new City and move the position from one bargaining unit to another, the employer will provide all relevant information and a rationale for the proposed placement to the bargaining agents. Thereafter, the parties shall attempt to reach an agreement on the proposed placement.

If the parties are in agreement on the proposed placement, the position placement shall be confirmed and, where applicable, any affected incumbent employees notified of the position movement. In the circumstance where agreement is not reached regarding new positions or the proposed movement of a reclassified position, the employer or either bargaining agent may make application to the OLRB under Section 99 for final position placement determination consistent with the terms and conditions of this agreement.

The parties agree that positions which are being proposed for movement will not be moved from the existing unit until the parties have reached agreement or appropriate placement of such position has been determined by the OLRB.

The parties further agree, as a condition of this agreement, to the following in relation to future bargaining:

- i An employee who was a member of a CUPE bargaining unit with a predecessor employer, who is transferred into the new Professional bargaining unit, shall be deemed to have a vested bumping right into the Inside/Outside (CUPE Local 503) bargaining unit in the event their position is declared redundant during the transition period (January 1, 2001 to December 31, 2003). The application of such bumping rights shall be clarified in the composite negotiation process;
- ii An employee who was a member of a CIPP bargaining unit with a predecessor employer, who is transferred into the new Inside/Outside bargaining unit, shall be deemed to have a vested internal competition right within the Professional bargaining unit during the transition period (January 1, 2001 to December 31, 2003);
- iii Collective agreement promotion provisions for the Inside/Outside bargaining unit will include merit based selection criteria for “paraprofessional” positions, which fall within the unit, such as Employment Coordinators;
- iv Vacancies in “programmer analyst” positions may be staffed from either

bargaining unit on the basis of merit until the position placement dispute regarding such positions is resolved by the OLRB pursuant to the Board's decision of January 11, 2001.

APPENDIX B

LOCALIZED HOURS OF WORK PRACTICES

Notwithstanding the provision of Article 6, the existing practices regarding the applicability of payment of premiums will continue for the following:

Trail Road Landfill Site

1. The standard daily working hours shall be eight (8) hours per day and scheduled between the hours of 6:30 am and 8pm.
2. The standard work week shall be five (5) days scheduled between Monday and Saturday, except during the period between April and November the scheduled hours shall be between Monday and Sunday.
3. The Standard weekly hours shall be forty (40) hours per week.

Arenas

1. Schedules may include a four (4) day week, ten (10) hours per day, providing for 120 hours worked and nine (9) days off in a three-week period. Two of the three weeks will include consecutive days off.
2. Schedules may include a five (5) day week, eight (8) hours per day, providing for 120 hours worked and six (6) days off in a three-week period. Two of the three weeks will include consecutive days off.
3. Schedules may include a five (5) day week, eight (8) hours per day, providing for 80 hours worked and four (4) days off in a two-week period. At least one of the two weeks will include consecutive days off.
4. Employees' schedules may include both day and evening shifts, may include a half-hour lunch period, and that days off may vary in accordance with the shift schedule.
5. Saturday and Sunday may be scheduled by the Employer as normal workings days.

6. The Employer will make all reasonable efforts to provide for two of the three weekends to include consecutive days off with Saturday and Sunday as the days of rest once in each three week cycle.

LANSDOWNE PARK

It is recognized that staggered working hours are necessary, varying the starting and quitting times within the park to meet the requirements of providing services and that it is agreed where staff is required to work for foreseeable events outside the normal working hours as defined in this Article such staggered working hours shall be mutually agreed upon by the Manager and the employees. However, no employee shall refuse to work staggered hours when requested to do so. All re-scheduled work which is to be performed on Saturday or Sunday or in which the majority of the hours worked falls between 7 pm to 7 am shall be subject to premiums as set out in Article 6.

Theatre Employees – Centre Point and Cumberland Theatre

The standard hours shall be an average of thirty-five (35) or forty (40) hours per week, with two consecutive days off. It is recognized that Saturday and Sunday may form part of the regular work week.

Stationary Engineers

Certain Stationary Engineers work 8 hours per day while others work 12 hours per day. Each will maintain their existing schedule.

APPENDIX C

- (a) Former Appendix 9 Positions:
 - Cleaning Supervisor
 - Therapeutic Equipment Foreperson
 - Maintenance Foreperson
 - Foreman II – Water

- (b) As well as the following positions:
 - Maintenance Coordinator
 - Employment Coordinator
 - Network Analyst
 - Lab Technologist
 - Collections Coordinator

- Senior Desk (Helpline) Analyst
- RIM Coordinator
- User Support Analyst

APPENDIX D

- Mileage, Concoran, Frank et al, S. Tacon dated December 8, 1995
- Lunch periods, I.G. Thorne, dated February 19, 1988
- One-half hour lunch, Macey, Mark et al, J. Emrich dated December 10, 1990
- Lunch Period, Osborne et al, W. Little dated December 15, 1986.

APPENDIX E

REFERENCE TO HOURS OF WORK

“Standard Hours of Work” shall be interchangeable with “Hours of Work”.

In relation to “working hours”; “working day”; “work day”; “work week”; the word “standard” shall be interchangeable with “normal”.

The following groups of employees who were uniquely identified in the former City of Ottawa and Regional Agreements now fall in the categories outlined below. All other employees shall be governed by Clauses 5.2 or the Letter of Understanding #1 Preservation and Amendments of Localized Hours.

35-Hour/Week Salaried Employees

1. All Outside Salaried Office Day Staff (office staff whose function is associated directly with the administration of an outside operational function)
2. Laboratory Technicians

Other Salaried Employees and Non-shift Wage Employees

1. Recreation Branch (Program Staff)
2. Recreation Branch (Program Workers/Facility Assistants)
3. Parking Division – Operational Staff
4. Market Staff

Fixed-Shift Employees

1. Animal Control Officers; 7 hours per day.
2. License Inspectors who do not work a rotating shift; 7 hours per day.

3. Parking Control Officers who do not work a rotating shift; 7.5 hours per day.

Rotating Shift Employees

1. License Inspectors; 7 hours per day.
2. Parking Control Officers; 7.5 hours per day.

APPENDIX F

PAY PLANS

Notes to Pay

In relation to rate of pay the word “normal” will be interchangeable with the word “regular”.

Salaries

The hourly rate of pay is the official salary rate for all employees and the other rates of pay are for information purposes only.

- a) To calculate the bi-weekly rate of pay, multiply the hourly rate of pay by the standard weekly hours of work in accordance with Article 5.
- b) To calculate the daily rate of pay, multiply the hourly rate by the standard daily hours of work in accordance with Article 5.
- c) To calculate the four-weekly rate of pay, multiply the bi-weekly rate of pay by two (2).
- d) To calculate the annual rate of pay, multiply, the bi-weekly rate by twenty-six (26).

Equipment Tables

LETTER OF UNDERSTANDING #1

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Preservation and Amendments of Localized Hours

- (a) The parties to this Collective Agreement acknowledge that there may be specific and localized hours of work arrangements agreed to in the former predecessor municipalities that may fall outside the standard hours set out in Article 5.2. Where it can be established in writing that such a situation exists and it is not possible to fit the existing practice within the standard categories set out in the Agreement, then the Employer may, subject to premiums applicable under Article 6 with the exception of those identified in Localized Hours of Work Practices under Appendix B,
- i) decide to continue such localized practice or,
 - ii) amend the hours of the localized practice under Article 5.8, or
 - iii) where applicable, introduce a new shift operation under Article 5.7.
- (b) The employees who are directly affected in the work unit by a specific localized practice will, in addition to any other protections or rights under the collective agreement, be entitled to:
- i) Request that the Employer amend the localized practice so that the new hours of operation or new shift schedule falls within one of the Standard Hours of Work arrangements set out in Article 5.2, and,
 - ii) Subject to operational requirements where more than 50% of the employees directly affected agree, the localized hours of work shall be altered to one of the Standard Hours of Work arrangements set out in Article 5.2.

- (c) Employees or Employer representatives from predecessor municipalities shall be permitted ninety (90) days from the date of the Board decision (insert date) to provide written confirmation of such localized practices. The Employer shall compile a listing of all such practices and provide such list to the Union and within a period of one hundred and eighty (180) days from the date of the Interest Board's decision (insert date), such list shall be appended as an appendix to this Collective Agreement.

Dated in Ottawa, Ontario this ____ day of _____, 2003

"original signed by _____ *"*
For the Union

"original signed b y _____ *"*
For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Summer Hours

1. The parties agree that effective 2004 summer hours are no longer an entitlement under the collective agreement.
2. Summer hours will continue to apply to those salaried employees of the predecessor municipalities who benefited from this entitlement as at January 1, 2001 except for those salaried employees referred to in paragraph 3.
2. Wage employees of the predecessor municipalities and those salaried employees currently working in shift operation as:
 - (i) Animal Control Officers
 - (ii) By-law Officers
 - (iii) License Inspectors
 - (iv) Client Service Centre Staff
 - (v) Water Distribution, Process Operators and Senior Plant Operators
 - (vi) Water Treatment, Process Technologists.

who previously enjoyed summer hours will no longer be entitled to summer hours effective Summer 2004. These employees will receive an additional four days leave in lieu.

The parties agree that this entitlement will only apply so long as the employee is a member of the bargaining unit.

Dated in Ottawa, Ontario this ___ day of _____, 2003

“original signed by _____”

For the Union

“original signed by _____”

For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Superior Vacation Leave Entitlements

The parties agree that employees who enjoyed superior vacation leave entitlements under their collective agreements with former municipalities will continue to accrue vacation and advance through the vacation plateaus as per their former collective agreement, so long as those plateaus are superior to those contained in this Collective Agreement.

Dated in Ottawa, Ontario this ____ day of _____, 2003

“original signed by _____ *”*

For the Union

“original signed by _____ *”*

For the Employer

LETTER OF UNDERSTANDING #4

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Discontinuation of Sick Leave and Severance Pay Programs

1. There will be no further accumulation of sick leave credits and any and all predecessor sick leave programs shall be discontinued. Employees who had sick leave credits at the date of the discontinuance of the former cumulative sick leave plans may utilize those credits in the following manner:
 - (a) An employee may use these credits to top up the 2/3's salary portion of the Income Protection Plan to full salary. This topping up shall be on the basis of one third of a day credit for each day topped up.
 - (b) On termination, an employee who has five (5) or more years' continuous service shall be entitled to a pay out equal to one-half ($\frac{1}{2}$) the number of days of unused sick leave credits to a maximum of one hundred and thirty (130) days' pay at the employee's daily rate of pay as at the date of award (insert date).
 - (c) On termination by reason of death or retirement without actuarial reduction, an employee or the estate of the employee shall be entitled to the number of unused sick leave credits to a maximum of one hundred and thirty (130) days' pay at the employee's daily rate of pay as at the date of award (insert date).
 - (d) Employees who had in excess of 130 sick leave days credit as at the date of award (insert date) may apply to the Employer for permission to use days in excess of 130 as pre-retirement leave.

2. There will be no further accumulation of severance pay credits and any and all predecessor severance pay programs shall be discontinued. Employees who had severance pay credits at the date of the discontinuance of the former cumulative severance pay plans may utilize those credits in the following manner:

- (a) An employee may use these credits to top up the 2/3's salary portion of the Income Protection Plan to full salary. This topping up shall be on the basis of one third of a day credit for each day topped up.
- (b) On termination, an employee who has five (5) or more years' continuous service shall be entitled to a pay out equal to one-half (1/2) the number of days of unused severance pay credits to a maximum of one hundred and thirty (130) days' pay at the employee's daily rate of pay as at the date of award (insert date).
- (c) On termination by reason of death or retirement an employee or the estate of the employee shall be entitled to the number of unused severance pay credits to a maximum of one hundred and thirty (130) days' pay at the employee's daily rate of pay as at the date of the award (insert date).

Dated in Ottawa, Ontario this ____ day of _____, 2003

"original signed by _____ *"*
For the Institute

"original signed by _____ *"*
For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Longevity Pay

The Parties agree that employees of predecessor municipalities who are a member of the CUPE 503 Bargaining Unit as of date of award (insert date), who had an entitlement to longevity pay will continue to enjoy such entitlement and plateau progression while an employee remains an active CUPE 503 member without break in CUPE 503 service.

The Parties agree that longevity pay is no longer an entitlement under the collective agreement.

Dated in Ottawa, Ontario this ____ day of _____, 2003

“original signed by

”

“original signed by

”

For the Union

For the Employer

LETTER OF UNDERSTANDING #6

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Alternative Dispute Resolution

The parties agree that the expeditious resolution of workplace disputes is mutually beneficial. As a result, the parties have initiated a trial process to hold pre-arbitration meetings on a regular basis. As well, the parties have set up a trial Mediation/Arbitration process. The parties will meet on a regular ongoing basis to evaluate the success of these trial processes. The parties further commit to working in good faith toward Alternative Dispute Resolution processes in an effort to resolve grievances referred to arbitration under Article 17 of the Collective Agreement are resolved within a maximum of one year from the date of that referral.

Dated in Ottawa, Ontario this ____ day of _____, 2003

“original signed by

”

“original signed by

”

For the Union

For the Employer

LETTER OF UNDERSTANDING #7

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

The parties agree to meet following the conclusion of a Collective Agreement to work out the time frame within which the information referred to in Article 18 can be provided in whole, with the recognition that it will only be possible to provide the Union with this information in respect to some of the eight (8) payroll systems currently operating until all payroll systems have been amalgamated in 2004.

Dated in Ottawa, Ontario this ____ day of _____, 2003

“original signed by

”

“original signed by

”

For the Union

For the Employer

LETTER OF UNDERSTANDING #8

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Bilingualism Policy

The parties acknowledge that the rights of unilingual employees in the Local 503 CUPE bargaining unit are those as established by City Council Policy, Bilingualism Policy, dated April 25, 2001. In the event City Council negatively amends this Policy the rights of unilingual CUPE 503 employees will remain as stated in that policy until the expiry of this Collective Agreement.

Dated in Ottawa, Ontario this ____ day of _____, 2003

"original signed by _____ "

For the Union

"original signed by _____ "

For the Employer

LETTER OF UNDERSTANDING #9

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

**Temporary Employees working full-time hours in
Employment and Financial Assistance Branch**

A temporary employee who works in the Employment and Financial Assistance Branch who has worked for six (6) consecutive months in one or more temporary assignments shall achieve seniority status vis-à-vis other temporary employees in related positions.

A temporary employee who has achieved seniority status vis-à-vis other temporary employees in related positions shall upon completion of a temporary assignment have the right to subsequent temporary assignments in related positions prior to another temporary employee who has less seniority or may displace another temporary employee in related positions provided the duration of the temporary assignment remaining is at least three (3) months in duration.

Seniority for temporary employees shall be based upon their last date of hire.

Dated in Ottawa, Ontario this ____ day of _____, 2003

"original signed by

"

"original signed by

"

For the Union

For the Employer

LETTER OF UNDERSTANDING #10

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

Former Health Department Employees

The parties hereby agree that all employees of the former Health Department who had a grandfathered entitlement and who are active on the date of signing of the collective agreement shall maintain their previous entitlement to the following rights as a grandfathered benefit while they remain employed in positions within the bargaining unit:

Four (4) hours paid holiday on the employee's last working day prior to Christmas and New Years and shall be provided for in the same manner as all other holidays under Statutory and Declared Holidays.

Dated in Ottawa, Ontario this ____ day of _____, 2003

"original signed by" _____

For the Union

"original signed by" _____

For the Employer

City of Ottawa			
Local 503 CUPE			
Plan 1 (wage)			
Jan 1, 2005			
Effective December 31, 2004: step 1 is eliminated			
Effective January 1, 2005: single wage rate is implemented			
		Probation	1
		(95% of step 1)	
	PAY GRADE 1		

	35 Hours/Week		
	Annual	26,213.46	27,593.02
	Bi-weekly	1,008.21	1,061.27
	40 Hours/Week		
	Annual	29,958.24	31,534.88
	Bi-weekly	1,152.24	1,212.88
	2004 hourly	14.403	15.161
	PAY GRADE 2		

	35 Hours/Week		
	Annual	27,037.92	28,461.16
	Bi-weekly	1,039.92	1,094.66
	40 Hours/Week		
	Annual	30,900.48	32,527.04
	Bi-weekly	1,188.48	1,251.04
	2004 hourly	14.856	15.638
	PAY GRADE 3		

	35 Hours/Week		
	Annual	27,864.20	29,331.12
	Bi-weekly	1,071.70	1,128.12
	40 Hours/Week		
	Annual	31,844.80	33,521.28
	Bi-weekly	1,224.80	1,289.28
	2004 hourly	15.310	16.116
	PAY GRADE 4		

	35 Hours/Week		
	Annual	28,688.66	30,199.26
	Bi-weekly	1,103.41	1,161.51
	40 Hours/Week		
	Annual	32,787.04	34,513.44
	Bi-weekly	1,261.04	1,327.44
	2004 hourly	15.763	16.593

	PAY GRADE 5			

	35 Hours/Week			
	Annual	29,516.76	31,071.04	
	Bi-weekly	1,135.26	1,195.04	
	37.5 Hours/Week			
	Annual	31,625.10	33,290.40	
	Bi-weekly	1,216.35	1,280.40	
	40 Hours/Week			
	Annual	33,733.44	35,509.76	
	Bi-weekly	1,297.44	1,365.76	
	2004 hourly	16.218	17.072	
	PAY GRADE 6			

	35 Hours/Week			
	Annual	30,343.04	31,939.18	
	Bi-weekly	1,167.04	1,228.43	
	37.5 Hours/Week			
	Annual	32,510.40	34,220.68	
	Bi-weekly	1,250.40	1,316.18	
	40 Hours/Week			
	Annual	34,677.76	36,501.92	
	Bi-weekly	1,333.76	1,403.92	
	2004 hourly	16.672	17.549	
	PAY GRADE 7			

	35 Hours/Week			
	Annual	31,167.50	32,807.32	
	Bi-weekly	1,198.75	1,261.82	
	40 Hours/Week			
	Annual	35,620.00	37,494.08	
	Bi-weekly	1,370.00	1,442.08	
	2004 hourly	17.125	18.026	

	PAY GRADE 8			

	35 Hours/Week			
	Annual	31,993.78	33,677.28	
	Bi-weekly	1,230.53	1,295.28	
	37.5 Hours/Week			
	Annual	34,279.18	36,082.80	
	Bi-weekly	1,318.43	1,387.80	
	40 Hours/Week			
	Annual	36,564.32	38,488.32	
	Bi-weekly	1,406.32	1,480.32	
	2004 hourly	17.579	18.504	
	PAY GRADE 9			

	35 Hours/Week			
	Annual	32,823.70	34,550.88	
	Bi-weekly	1,262.45	1,328.88	
	37.5 Hours/Week			
	Annual	35,168.38	37,018.80	
	Bi-weekly	1,352.63	1,423.80	
	40 Hours/Week			
	Annual	37,512.80	39,486.72	
	Bi-weekly	1,442.80	1,518.72	
	2004 hourly	18.035	18.984	
	PAY GRADE 10			

	35 Hours/Week			
	Annual	33,648.16	35,419.02	
	Bi-weekly	1,294.16	1,362.27	
	37.5 Hours/Week			
	Annual	36,051.60	37,949.08	
	Bi-weekly	1,386.60	1,459.58	
	40 Hours/Week			
	Annual	38,455.04	40,478.88	
	Bi-weekly	1,479.04	1,556.88	
	2004 hourly	18.488	19.461	

PAY GRADE 11			

35 Hours/Week			
Annual	34,474.44	36,288.98	
Bi-weekly	1,325.94	1,395.73	
37.5 Hours/Week			
Annual	36,936.90	38,881.18	
Bi-weekly	1,420.65	1,495.43	
40 Hours/Week			
Annual	39,399.36	41,473.12	
Bi-weekly	1,515.36	1,595.12	
2004 hourly	18.942	19.939	
PAY GRADE 12			

35 Hours/Week			
Annual	35,300.72	37,158.94	
Bi-weekly	1,357.72	1,429.19	
37.5 Hours/Week			
Annual	37,822.20	39,813.28	
Bi-weekly	1,454.70	1,531.28	
40 Hours/Week			
Annual	40,343.68	42,467.36	
Bi-weekly	1,551.68	1,633.36	
2004 hourly	19.396	20.417	
PAY GRADE 13			

35 Hours/Week			
Annual	36,127.00	38,028.90	
Bi-weekly	1,389.50	1,462.65	
37.5 Hours/Week			
Annual	38,707.50	40,745.38	
Bi-weekly	1,488.75	1,567.13	
40 Hours/Week			
Annual	41,288.00	43,461.60	
Bi-weekly	1,588.00	1,671.60	
2004 hourly	19.850	20.895	

	PAY GRADE 14			

	35 Hours/Week			
	Annual	36,949.64	38,893.40	
	Bi-weekly	1,421.14	1,495.90	
	40 Hours/Week			
	Annual	42,228.16	44,449.60	
	Bi-weekly	1,624.16	1,709.60	
	2004 hourly	20.302	21.370	
	PAY GRADE 15			

	35 Hours/Week			
	Annual	37,779.56	39,767.00	
	Bi-weekly	1,453.06	1,529.50	
	37.5 Hours/Week			
	Annual	40,478.10	42,607.50	
	Bi-weekly	1,556.85	1,638.75	
	40 Hours/Week			
	Annual	43,176.64	45,448.00	
	Bi-weekly	1,660.64	1,748.00	
	2004 hourly	20.758	21.850	
	PAY GRADE 16			

	35 Hours/Week			
	Annual	38,604.02	40,635.14	
	Bi-weekly	1,484.77	1,562.89	
	37.5 Hours/Week			
	Annual	41,361.58	43,537.78	
	Bi-weekly	1,590.83	1,674.53	
	40 Hours/Week			
	Annual	44,118.88	46,440.16	
	Bi-weekly	1,696.88	1,786.16	
	2004 hourly	21.211	22.327	
	PAY GRADE 17			

	35 Hours/Week			
	Annual	39,430.30	41,505.10	
	Bi-weekly	1,516.55	1,596.35	
	40 Hours/Week			
	Annual	45,063.20	47,434.40	
	Bi-weekly	1,733.20	1,824.40	
	2004 hourly	21.665	22.805	
	PAY GRADE 18			

	35 Hours/Week			
	Annual	40,256.58	42,375.06	
	Bi-weekly	1,548.33	1,629.81	
	40 Hours/Week			
	Annual	46,007.52	48,428.64	
	Bi-weekly	1,769.52	1,862.64	
	2004 hourly	22.119	23.283	

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	PAY GRADE 19			

	35 Hours/Week			
	Annual	41,082.86	43,245.02	
	Bi-weekly	1,580.11	1,663.27	
	40 Hours/Week			
	Annual	46,951.84	49,422.88	
	Bi-weekly	1,805.84	1,900.88	
	2004 hourly	22.573	23.761	
	PAY GRADE 20			

	35 Hours/Week			
	Annual	41,907.32	44,113.16	
	Bi-weekly	1,611.82	1,696.66	
	40 Hours/Week			
	Annual	47,894.08	50,415.04	
	Bi-weekly	1,842.08	1,939.04	
	2004 hourly	23.026	24.238	
	PAY GRADE 21			

	35 Hours/Week			
	Annual	42,739.06	44,988.58	
	Bi-weekly	1,643.81	1,730.33	
	40 Hours/Week			
	Annual	48,844.64	51,415.52	
	Bi-weekly	1,878.64	1,977.52	
	2004 hourly	23.483	24.719	
	PAY GRADE 22			

	35 Hours/Week			
	Annual	43,565.34	45,858.54	
	Bi-weekly	1,675.59	1,763.79	
	40 Hours/Week			
	Annual	49,788.96	52,409.76	
	Bi-weekly	1,914.96	2,015.76	
	2004 hourly	23.937	25.197	

PAY GRADE 23			

35 Hours/Week			
Annual	44,387.98	46,724.86	
Bi-weekly	1,707.23	1,797.11	
40 Hours/Week			
Annual	50,729.12	53,399.84	
Bi-weekly	1,951.12	2,053.84	
2004 hourly	24.389	25.673	
PAY GRADE 24			

35 Hours/Week			
Annual	45,216.08	47,596.64	
Bi-weekly	1,739.08	1,830.64	
40 Hours/Week			
Annual	51,675.52	54,396.16	
Bi-weekly	1,987.52	2,092.16	
2004 hourly	24.844	26.152	
PAY GRADE 25			

35 Hours/Week			
Annual	46,044.18	48,466.60	
Bi-weekly	1,770.93	1,864.10	
40 Hours/Week			
Annual	52,621.92	55,390.40	
Bi-weekly	2,023.92	2,130.40	
2004 hourly	25.299	26.630	
PAY GRADE 26			

35 Hours/Week			
Annual	46,863.18	49,329.28	
Bi-weekly	1,802.43	1,897.28	
40 Hours/Week			
Annual	53,557.92	56,376.32	
Bi-weekly	2,059.92	2,168.32	
2004 hourly	25.749	27.104	

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City of Ottawa						1.03
Local 503 CUPE Plan 2 (salary)						
Effective Jan 1, 2004						
	1	2	3	4	5	
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PAY GRADE 1						

35 Hours/Week						
Annual	23,563.54	24,502.66	25,487.28	26,519.22	27,567.54	
Bi-weekly	906.29	942.41	980.28	1,019.97	1,060.29	
40 Hours/Week						
Annual	26,929.76	28,003.04	29,128.32	30,307.68	31,505.76	
Bi-weekly	1,035.76	1,077.04	1,120.32	1,165.68	1,211.76	
2004 Hourly	12.947	13.463	14.004	14.571	15.147	
PAY GRADE 2						

35 Hours/Week						
Annual	25,185.16	26,186.16	27,239.94	28,342.86	29,463.98	
Bi-weekly	968.66	1,007.16	1,047.69	1,090.11	1,133.23	
40 Hours/Week						
Annual	28,783.04	29,927.04	31,131.36	32,391.84	33,673.12	
Bi-weekly	1,107.04	1,151.04	1,197.36	1,245.84	1,295.12	
2004 Hourly	13.838	14.388	14.967	15.573	16.189	
PAY GRADE 3						

35 Hours/Week						
Annual	26,797.68	27,869.66	28,988.96	30,166.50	31,362.24	
Bi-weekly	1,030.68	1,071.91	1,114.96	1,160.25	1,206.24	
40 Hours/Week						
Annual	30,625.92	31,851.04	33,130.24	34,476.00	35,842.56	
Bi-weekly	1,177.92	1,225.04	1,274.24	1,326.00	1,378.56	
2004 Hourly	14.724	15.313	15.928	16.575	17.232	
PAY GRADE 4						

35 Hours/Week						
Annual	28,424.76	29,553.16	30,743.44	31,986.50	33,253.22	
Bi-weekly	1,093.26	1,136.66	1,182.44	1,230.25	1,278.97	
40 Hours/Week						
Annual	32,485.44	33,775.04	35,135.36	36,556.00	38,003.68	
Bi-weekly	1,249.44	1,299.04	1,351.36	1,406.00	1,461.68	
2004 Hourly	15.618	16.238	16.892	17.575	18.271	

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PAY GRADE 5						

35 Hours/Week						
Annual	30,042.74	31,236.66	32,496.10	33,811.96	35,149.66	
Bi-weekly	1,155.49	1,201.41	1,249.85	1,300.46	1,351.91	
37.5 Hours/Week						
Annual	32,188.78	33,467.98	34,817.38	36,227.10	37,660.48	
Bi-weekly	1,238.03	1,287.23	1,339.13	1,393.35	1,448.48	
40 Hours/Week						
Annual	34,334.56	35,699.04	37,138.40	38,642.24	40,171.04	
Bi-weekly	1,320.56	1,373.04	1,428.40	1,486.24	1,545.04	
2004 Hourly	16.507	17.163	17.855	18.578	19.313	
PAY GRADE 6						

35 Hours/Week						
Annual	31,660.72	32,927.44	34,246.94	35,631.96	37,042.46	
Bi-weekly	1,217.72	1,266.44	1,317.19	1,370.46	1,424.71	
37.5 Hours/Week						
Annual	33,922.20	35,279.40	36,693.28	38,177.10	39,688.48	
Bi-weekly	1,304.70	1,356.90	1,411.28	1,468.35	1,526.48	
40 Hours/Week						
Annual	36,183.68	37,631.36	39,139.36	40,722.24	42,334.24	
Bi-weekly	1,391.68	1,447.36	1,505.36	1,566.24	1,628.24	
2004 Hourly	17.396	18.092	18.817	19.578	20.353	
PAY GRADE 7						

35 Hours/Week						
Annual	33,278.70	34,612.76	35,999.60	37,457.42	38,940.72	
Bi-weekly	1,279.95	1,331.26	1,384.60	1,440.67	1,497.72	
40 Hours/Week						
Annual	38,032.80	39,557.44	41,142.40	42,808.48	44,503.68	
Bi-weekly	1,462.80	1,521.44	1,582.40	1,646.48	1,711.68	
2004 Hourly	18.285	19.018	19.780	20.581	21.396	

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PAY GRADE 8						

35 Hours/Week						
Annual	34,902.14	36,292.62	37,750.44	39,279.24	40,833.52	
Bi-weekly	1,342.39	1,395.87	1,451.94	1,510.74	1,570.52	
37.5 Hours/Week						
Annual	37,395.28	38,885.08	40,446.90	42,084.90	43,750.20	
Bi-weekly	1,438.28	1,495.58	1,555.65	1,618.65	1,682.70	
40 Hours/Week						
Annual	39,888.16	41,477.28	43,143.36	44,890.56	46,666.88	
Bi-weekly	1,534.16	1,595.28	1,659.36	1,726.56	1,794.88	
2004 Hourly	19.177	19.941	20.742	21.582	22.436	
PAY GRADE 9						

35 Hours/Week						
Annual	36,514.66	37,976.12	39,503.10	41,101.06	42,729.96	
Bi-weekly	1,404.41	1,460.62	1,519.35	1,580.81	1,643.46	
37.5 Hours/Week						
Annual	39,122.98	40,688.70	42,324.88	44,036.98	45,782.10	
Bi-weekly	1,504.73	1,564.95	1,627.88	1,693.73	1,760.85	
40 Hours/Week						
Annual	41,731.04	43,401.28	45,146.40	46,972.64	48,834.24	
Bi-weekly	1,605.04	1,669.28	1,736.40	1,806.64	1,878.24	
2004 Hourly	20.063	20.866	21.705	22.583	23.478	
PAY GRADE 10						

35 Hours/Week						
Annual	38,139.92	39,663.26	41,255.76	42,924.70	44,624.58	
Bi-weekly	1,466.92	1,525.51	1,586.76	1,650.95	1,716.33	
37.5 Hours/Week						
Annual	40,864.20	42,496.48	44,202.60	45,990.88	47,812.18	
Bi-weekly	1,571.70	1,634.48	1,700.10	1,768.88	1,838.93	
40 Hours/Week						
Annual	43,588.48	45,329.44	47,149.44	49,056.80	50,999.52	
Bi-weekly	1,676.48	1,743.44	1,813.44	1,886.80	1,961.52	
2004 Hourly	20.956	21.793	22.668	23.585	24.519	

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PAY GRADE 11						

35 Hours/Week						
Annual	39,759.72	41,344.94	43,006.60	44,744.70	46,522.84	
Bi-weekly	1,529.22	1,590.19	1,654.10	1,720.95	1,789.34	
37.5 Hours/Week						
Annual	42,599.70	44,298.28	46,078.50	47,940.88	49,845.90	
Bi-weekly	1,638.45	1,703.78	1,772.25	1,843.88	1,917.15	
40 Hours/Week						
Annual	45,439.68	47,251.36	49,150.40	51,136.80	53,168.96	
Bi-weekly	1,747.68	1,817.36	1,890.40	1,966.80	2,044.96	
2004 Hourly	21.846	22.717	23.630	24.585	25.562	
PAY GRADE 12						

35 Hours/Week						
Annual	41,381.34	43,030.26	44,757.44	46,571.98	48,413.82	
Bi-weekly	1,591.59	1,655.01	1,721.44	1,791.23	1,862.07	
37.5 Hours/Week						
Annual	44,337.28	46,103.98	47,954.40	49,898.68	51,872.08	
Bi-weekly	1,705.28	1,773.23	1,844.40	1,919.18	1,995.08	
40 Hours/Week						
Annual	47,292.96	49,177.44	51,151.36	53,225.12	55,330.08	
Bi-weekly	1,818.96	1,891.44	1,967.36	2,047.12	2,128.08	
2004 Hourly	22.737	23.643	24.592	25.589	26.601	
PAY GRADE 13						

35 Hours/Week						
Annual	42,999.32	44,713.76	46,511.92	48,391.98	50,310.26	
Bi-weekly	1,653.82	1,719.76	1,788.92	1,861.23	1,935.01	
37.5 Hours/Week						
Annual	46,070.70	47,907.60	49,834.20	51,848.68	53,903.98	
Bi-weekly	1,771.95	1,842.60	1,916.70	1,994.18	2,073.23	
40 Hours/Week						
Annual	49,142.08	51,101.44	53,156.48	55,305.12	57,497.44	
Bi-weekly	1,890.08	1,965.44	2,044.48	2,127.12	2,211.44	
42 Hours/Week						
Annual	51,599.08	53,656.46	55,814.20	58,070.48	60,372.26	
Bi-weekly	1,984.58	2,063.71	2,146.70	2,233.48	2,322.01	
2004 Hourly	23.626	24.568	25.556	26.589	27.643	

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PAY GRADE 14						

35 Hours/Week						
Annual	44,617.30	46,399.08	48,260.94	50,211.98	52,204.88	
Bi-weekly	1,716.05	1,784.58	1,856.19	1,931.23	2,007.88	
37.5 Hours/Week						
Annual	47,804.38	49,713.30	51,708.28	53,798.68	55,933.80	
Bi-weekly	1,838.63	1,912.05	1,988.78	2,069.18	2,151.30	
40 Hours/Week						
Annual	50,991.20	53,027.52	55,155.36	57,385.12	59,662.72	
Bi-weekly	1,961.20	2,039.52	2,121.36	2,207.12	2,294.72	
2004 Hourly	24.515	25.494	26.517	27.589	28.684	
PAY GRADE 15						

35 Hours/Week						
Annual	46,238.92	48,086.22	50,013.60	52,037.44	54,101.32	
Bi-weekly	1,778.42	1,849.47	1,923.60	2,001.44	2,080.82	
40 Hours/Week						
Annual	52,844.48	54,955.68	57,158.40	59,471.36	61,830.08	
Bi-weekly	2,032.48	2,113.68	2,198.40	2,287.36	2,378.08	
42 Hours/Week						
Annual	55,486.60	57,703.36	60,016.32	62,444.98	64,921.48	
Bi-weekly	2,134.10	2,219.36	2,308.32	2,401.73	2,496.98	
2004 Hourly	25.406	26.421	27.480	28.592	29.726	
PAY GRADE 16						

35 Hours/Week						
Annual	47,855.08	49,766.08	51,766.26	53,861.08	55,992.30	
Bi-weekly	1,840.58	1,914.08	1,991.01	2,071.58	2,153.55	
37.5 Hours/Week						
Annual	51,273.30	53,320.80	55,463.98	57,708.30	59,991.88	
Bi-weekly	1,972.05	2,050.80	2,133.23	2,219.55	2,307.38	
40 Hours/Week						
Annual	54,691.52	56,875.52	59,161.44	61,555.52	63,991.20	
Bi-weekly	2,103.52	2,187.52	2,275.44	2,367.52	2,461.20	
2004 Hourly	26.294	27.344	28.443	29.594	30.765	
PAY GRADE 17						

35 Hours/Week						
Annual	49,478.52	51,451.40	53,520.74	55,682.90	57,886.92	
Bi-weekly	1,903.02	1,978.90	2,058.49	2,141.65	2,226.42	
40 Hours/Week						
Annual	56,546.88	58,801.60	61,166.56	63,637.60	66,156.48	
Bi-weekly	2,174.88	2,261.60	2,352.56	2,447.60	2,544.48	
2004 Hourly	27.186	28.270	29.407	30.595	31.806	

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	PAY GRADE 18						

	35 Hours/Week						
	Annual	51,098.32	53,134.90	55,273.40	57,504.72	59,787.00	
	Bi-weekly	1,965.32	2,043.65	2,125.90	2,211.72	2,299.50	
	40 Hours/Week						
	Annual	58,398.08	60,725.60	63,169.60	65,719.68	68,328.00	
	Bi-weekly	2,246.08	2,335.60	2,429.60	2,527.68	2,628.00	
	2004 Hourly	28.076	29.195	30.370	31.596	32.850	
	PAY GRADE 19						
	35 Hours/Week						
	Annual	52,938.34	55,036.80	57,249.92	59,568.60	61,929.14	
	Bi-weekly	2,036.09	2,116.80	2,201.92	2,291.10	2,381.89	
	40 Hours/Week						
	Annual	60,500.96	62,899.20	65,428.48	68,078.40	70,776.16	
	Bi-weekly	2,326.96	2,419.20	2,516.48	2,618.40	2,722.16	
	2004 Hourly	29.087	30.240	31.456	32.730	34.027	
	PAY GRADE 20						
	35 Hours/Week						
	Annual	55,036.80	57,249.92	59,546.76	61,956.44	64,406.16	
	Bi-weekly	2,116.80	2,201.92	2,290.26	2,382.94	2,477.16	
	40 Hours/Week						
	Annual	62,899.20	65,428.48	68,053.44	70,807.36	73,607.04	
	Bi-weekly	2,419.20	2,516.48	2,617.44	2,723.36	2,831.04	
	2004 Hourly	30.240	31.456	32.718	34.042	35.388	
	PAY GRADE 21						
	35 Hours/Week						
	Annual	57,160.74	59,439.38	61,823.58	64,344.28	66,875.90	
	Bi-weekly	2,198.49	2,286.13	2,377.83	2,474.78	2,572.15	
	40 Hours/Week						
	Annual	65,326.56	67,930.72	70,655.52	73,536.32	76,429.60	
	Bi-weekly	2,512.56	2,612.72	2,717.52	2,828.32	2,939.60	
	2004 Hourly	31.407	32.659	33.969	35.354	36.745	
	PAY GRADE 22						
	35 Hours/Week						
	Annual	59,286.50	61,650.68	64,120.42	66,703.00	69,352.92	
	Bi-weekly	2,280.25	2,371.18	2,466.17	2,565.50	2,667.42	
	40 Hours/Week						
	Annual	67,756.00	70,457.92	73,280.48	76,232.00	79,260.48	
	Bi-weekly	2,606.00	2,709.92	2,818.48	2,932.00	3,048.48	
	2004 Hourly	32.575	33.874	35.231	36.650	38.106	