

COLLECTIVE AGREEMENT

between

The Civic Institute of Professional Personnel

and

The City of Ottawa



Ratified by the Employer: December 18, 2002

Expiry: December 31, 2003

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

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PREAMBLE

The purpose of this agreement is to recognize the community of interest between the Employer and the Institute in promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties and in the interest of providing an efficient and economic service to the taxpayers of the municipality.

The parties to this collective agreement recognize and accept the provisions of this agreement as binding upon themselves and their representatives and upon employees covered by this agreement, and agree that they and their representatives will observe the provisions of this agreement.

This collective agreement expires on December 31, 2003. Unless otherwise specified in the collective agreement, all provisions become effective on December 18, 2002.

ARTICLE 1

SCOPE AND RECOGNITION

- 1.01 The Employer recognizes the Institute as the exclusive bargaining agent for all those employees of the Employer employed in professional positions or in positions having a “professional capacity”, save and except those persons exempted because they perform work in a management capacity or exercise confidential responsibilities relating to labour relations issues, all students employed during the school vacation period (April 1st to September 7th), all persons employed in the Offices of the Mayor, Councillors and City Manager, all persons employed in Human Resources, all Budget Analysts and Budget Officers involved in budget analysis related to labour relations issues and members of all other bargaining units at the City of Ottawa.

The parties agree that they will be bound by the scope provisions and related explanations as set out in the Ontario Labour Relations Board decision dated January 11, 2001 (decision # 2353-00 PS).

ARTICLE 2

REPORTS AND RECOMMENDATION

- 2.01 The Employer agrees that the reports or recommendations to Council dealing with matters covered by this agreement or concerning the Institute or its members will be communicated to the Institute, where possible, in time for the Institute to express its opinion to the Employer or make submissions before the matter is dealt with by any Committee or Council, unless such reports or recommendations are deemed to be of a confidential nature relating to labour relations matters.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The parties recognize that it is the responsibility and the right of the Employer to:
- (a) administer the affairs of the Employer efficiently and effectively and in the interests of the general public;
 - (b) maintain order, discipline and efficiency;
 - (c) classify positions;
 - (d) hire, transfer and promote employees subject to the provisions of the collective agreement;
 - (e) demote, suspend, discharge or otherwise discipline employees for cause, subject to the right of the employee concerned to file a grievance under the procedure outlined in Article 19;
 - (f) manage the affairs of the Employer so as to assure the most efficient and economic provisions of service to the taxpayers and citizens of the City of Ottawa.

In exercising its management rights, the Employer will not act in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 4

CONSULTATION BEFORE CHANGE

- 4.01 Employees within the bargaining unit currently enjoying rights, benefits, privileges or general conditions of employment not covered by this collective agreement or that were discussed at the bargaining table will have until December 31, 2003 or one (1) year from the date on which the collective agreement is posted on the internal City of Ottawa website, whichever date is the latest, to bring such rights, benefits privileges or general conditions to the attention of Management. Once these have been brought to Management's attention, they shall continue to be in force and shall not be altered or revoked by the Employer without meaningful consultation with the Institute.

ARTICLE 5

NO DISCRIMINATION

- 5.01 The parties agree that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to employment and membership in the Institute without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap, and political or religious affiliation. The above-noted grounds shall be as they are defined in the Ontario *Human Rights Code*, R.S.O. 1990, as amended, if they are so included.

ARTICLE 6

HOURS OF WORK

6.01 Normal Work Week

The work week shall be Monday to Friday, with Saturdays and Sundays as days of rest, except with respect to nurses in the Homes for the Aged, and employees in Emergency Medical Services Branch which are 24 hour operations.

6.02 Normal Hours Per Week

The hours of work shall be thirty-five (35) hours per week or as modified below.

6.03 Normal Daily Schedule

The normal daily working hours shall be seven (7) hours per day and shall take place between the hours of 7:00 a.m. and 8:00 p.m. or as modified below.

The parameters for the scheduling of normal hours of work as set out above may be extended through to 10:00 pm with the agreement of the employee and the Employer.

6.04 Shift Work or Irregular Hours

Employees in Emergency Medical Services Branch

Notwithstanding the normal scheduling practices set out above, the parties acknowledge that employees in the Emergency Medical Services Branch are subject to a different scheduling practice due to the service requirements and may be scheduled:

- (a) to work 40 hours or 42 hours per week averaged over a two (2) week period, as determined by the Employer. The standard shift length shall be between eight (8) and twelve (12) hours duration; and
- (b) to receive two (2) consecutive days of rest per week.

The Institute will be informed of employees hours of work (i.e. who works 40 hours per week and who works 42 hours per week) within 3 months of ratification of the collective agreement and of any changes thereafter.

ARTICLE 7

OVERTIME AND PREMIUMS

7.01 Definition

Overtime means work authorized by the direct manager or designate which is performed by an employee in excess of the normal hours of work. Computation of overtime shall be based upon authorized time worked as set out in Section 7.02.

7.02 Basis of Computation

An employee who works overtime shall be credited with one (1) hour of compensatory leave or pay for each hour of such overtime to the closest half ($\frac{1}{2}$) hour, provided a minimum of one (1) such hour has been worked. An employee authorized to work in excess of thirty-nine (39) hours per week shall be credited with one and one-half ($1\frac{1}{2}$) hours of compensatory leave or pay for each hour of overtime to the closest half ($\frac{1}{2}$) hour with the exception noted below.

See Letter of Understanding Number #1

Employees in Emergency Medical Services Branch

Employees in the Emergency Medical Services Branch authorized to work in excess of forty-two (42) hours averaged over a two (2) week period shall be credited with one and one half ($1\frac{1}{2}$) hours of compensatory leave or pay for each hour of overtime to the closest half ($1/2$) hour.

7.03 On Call

On call pay shall be defined as pay received by an employee as a result of the employee being placed on a stand-by basis, by the manager or designate, outside the employee's normal working hours.

Any employee placed on call shall be paid:

- i) at any time from Monday through Friday, one (1) hour pay at straight time for each eight (8) hours on call, or
- ii) during a weekend, three and one-half hours pay at straight time for each twelve (12) hours on call, or
- iii) the compensation received in accordance with Section 7.04 (Call Back Outside Schedule), whichever is greater.

7.04 Call Back Outside Schedule

- (a) Where an employee is called back to work by the Employer at any time outside the employee's normal working hours, the employee shall earn compensatory leave credits or compensation at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour of overtime worked, or a minimum of three (3) hours pay at straight time, whichever is greater.
- (b) Where an employee receives phone calls at home from the Employer, the employee shall earn compensatory leave credits or compensation at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour of overtime worked, or a minimum of one hour of pay at straight time.

Call back hours worked do not count towards the accumulation of hours for the purposes of Sections 7.01 and 7.02.

See Letter of Understanding number #2

7.05 Election of Leave or Cash

The employee must make an election on each occasion when applying for overtime credit between compensation in cash or leave.

Overtime to be compensated for by cash shall be recorded by the employee's immediate manager for each two (2) week pay period. When the employee elects compensation in the form of cash, the employee shall be paid following the pay period in which it was earned.

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

7.06 Year End Election

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

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

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

7.07 Scheduling of Compensatory Leave

Consistent with the requirements of the Employer and subject to adequate advance notice by the employee, the Employer shall grant compensatory leave at times which are mutually acceptable to the employee and to the Employer. Special consideration will be given by the Employer to employees who wish to take compensatory leave at times which are contiguous to periods of annual leave.

Such requests shall not be unreasonably denied.

ARTICLE 8

ANNUAL LEAVE

- 8.01 Annual leave shall be earned and granted to employees as follows, with the noted exception as outlined in Letter of Understanding number #3.
- (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 calendar month in which the employee has received at least fifteen (15) days' pay, 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 calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed seven (7) 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 calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed seventeen (17) years but less than twenty-five (25) years of continuous employment;
 - (d) Six (6) weeks per year, which is earned at the rate of two and one-half ($2 \frac{1}{2}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed twenty-five (25) years or more of continuous employment.

8.02 An employee may be granted:

- (a) annual leave up to the amount of earned credits during the first six (6) calendar months of employment; and
- (b) annual leave in excess of the earned credits to the extent of credits that he/she would accumulate to the end of that year, after the first six (6) calendar months of employment.

8.03 Advance Leave may be Granted

After the first year of continuous service, an employee may be granted annual leave in excess of earned credits to the extent of credits that would accumulate to the end of that year, subject to 8.06 below.

8.04 Use of Annual Leave

Subject to the operational requirements, the Employer agrees to permit employees to take all of the annual leave earned by them in the year in which it is earned. Where, however, in any year the Employer has been unable to grant all of the annual leave earned by the employee in that year, the unused portion of annual leave shall be carried over into the following year.

8.05 Maximum Carry-Over

Employees are not permitted to carry over more annual leave into the following year than the number of days of leave earned by them in that year unless they receive prior authorization from their immediate manager.

8.06 Return of Overpayment

If an employee has taken more annual leave than the employee has earned, when the services of the employee are terminated for any reason, the salary overpayment resulting from the use of the unearned annual leave may be deducted from the employee's outstanding earnings and the parties agree that the authorization for such a deduction shall be deemed to have been provided to the Employer by the employee, pursuant to the Employment Standards Act.

8.07 Payment Upon Termination

When the employment of an employee is terminated for any reason and the employee has earned but has not used annual leave, the employee or the estate of the deceased employee shall be paid all such unused vacation credits at the current rate of the employee immediately prior to the termination of employment.

8.08 Deferred Annual Leave for Retirement Purposes

An employee who has completed twenty (20) or more years of continuous service and who is age fifty-five (55) or more, shall be entitled to defer annual leave for retirement purposes subject to the following stipulations:

- (a) such deferment of annual leave is to a maximum of one (1) week per year, and; to a maximum total of ten (10) such weeks of deferred annual leave for retirement purposes;
- (b) such deferred annual leave is to be used immediately prior to normal retirement only and is to be used as pre-retirement leave;
- (c) the request to defer annual leave must be made known to the Human Resources Department, in writing, prior to December 31 of the year in which such week of deferred annual leave is earned;

- (d) an employee who terminates employment prior to normal retirement (or who dies) shall be paid for such deferred annual leave at termination;
- (e) where former sick leave bank, vacation carryover, vacation earned in year of retirement, and overtime credits entitlements are due and owing to a retiring employee under this agreement, such entitlements shall be in addition to deferred annual leave under this article;
- (f) an employee who has deferred annual leave credits shall not be entitled to any other leaves of absence during such deferred annual leave. At the commencement of deferred annual leave, the employee's position shall be declared vacant.

ARTICLE 9

INCOME PROTECTION PLAN

See Letter of Understanding Number #10

9.01 Eligibility for Income Protection Plan (IPP) Benefits

All permanent full-time employees who have completed one (1) month of continuous service and who are unable to perform their duties due to a non-occupational illness or injury are eligible for IPP benefits as set out below:

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

9.02 Calculation of IPP Benefits

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

9.03 Application for IPP Benefits

Employees making application for IPP benefits shall complete a leave application form and submit it to their immediate supervisor. Such application shall be submitted upon the employee's return to work, or earlier, if requested by their immediate supervisor.

9.04 Medical Certification

- (a) Each employee who is in receipt of IPP benefits for a period in excess of four (4) consecutive working days or in excess of ten (10) cumulative working days in any calendar year shall file with the application a satisfactory medical certificate from a qualified medical practitioner. For long-term illnesses, the employee may be required to provide a medical certificate every twenty (20) days thereafter unless the Employer is satisfied with the most recent certificate.
- (b) The certificate supplied by the employees shall specify the anticipated length of their absence due to illness and shall include, where possible, information on the nature and scope of restrictions which may prohibit the employees from being able to perform the duties of their positions.
- (c) The medical certificate will be treated as a confidential document and may be submitted by the employee directly to the Human Resources Department. It will be retained in the employee's confidential personnel file.
- (d) The Employer may refer the employee, the statement signed by the employee and/or the certificate signed by the medical practitioner to the Employer's Medical Officer for investigation and report.

9.05 Reporting of Absences

Employees who are absent from work due to illness or injury must notify their immediate supervisor of their absence no later than the employee's normal starting time.

9.06 Reinstatement of Entitlement

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

(a) Unrelated Claim

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

(b) Related Claim

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

9.07 Conditions Relating to Income Protection Benefits

- (a) Should an employee's employment terminate before completion of six (6) months of service, the Employer shall recover any money paid to the employee at one hundred percent (100%) IPP benefits. The City 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 overpayments made to the employee.
- (b) Eligibility for one hundred percent (100%) IPP benefits shall be reinstated as of the first pay period of each calendar year. In the event that an employee is in receipt of IPP benefits at years' end, that employee becomes eligible for IPP benefits payable at 100% as set out in Section 9.01. However, in no case is an employee eligible for more than eighty-five (85) days of IPP benefits for any one continuous period of absence.
- (c) Occurrence of Statutory or Declared Holidays during an employee's absence on IPP shall not reduce an employee's number of days of IPP benefit eligibility
- (d) It is understood that the applicable number of weeks of one hundred (100%) salary protection shall only be available once in any calendar year.

- 9.08 The Employer may require an employee to provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.

ARTICLE 10

BEREAVEMENT LEAVE

10.01 Definition of Immediate Family

- (a) "Immediate Family" is defined as the employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, grandparent and legal guardian until the employee's age of majority.
- (b) "Spouse" shall mean the legally married spouse of the employee or a person of either sex who has been co-habiting with the employee in a common-law relationship for more than one (1) year and who is publicly represented as the employee's spouse.
- (c) "Child" shall mean the issue of the employee and/or his or her spouse (as defined above) or one formally adopted by the employee or spouse, or a legal ward, or the child of the spouse who has been living with the employee for one (1) or more years.

10.02 Bereavement – Immediate Family

When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to four (4) consecutive working days, one (1) of which must be the day of the funeral. Employees may request such leave days not to be consecutive and such request shall not be unreasonably denied by the Employer. If the employee is on annual leave at the time of the death, the employee will not be deducted vacation credits for the period of bereavement leave.

10.03 Bereavement – Other Family Members

An employee is entitled to bereavement leave, with pay, of up to a maximum of three (3) consecutive working days, one (1) of which must be the day of the funeral, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Employees may request such leave days not to be consecutive and such request shall not be unreasonably denied by the Employer. If an employee is on annual leave at the time of the death, the

employee will not be deducted vacation credits for the period of bereavement leave.

10.04 Request for Special Extension

In special cases where an extension of leave under this article may be required, application shall be made to the General Manager Human Resources or designate. Consideration would include additional leave for travel time to difficult to reach destinations.

ARTICLE 11

LEAVE OF ABSENCE WITHOUT PAY

11.01 Request for Personal Leave

Employees who desire leave of absence without pay shall make application to their Director or designate. The granting of such leave shall be at the discretion of the Employer.

11.02 Effect of Personal Leave on Entitlements

When an employee is on authorized leave of absence without pay in excess of twenty (20) consecutive working days, such employee's continuous service date, increment date, I.P.P. entitlement, annual leave accrual 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 continuous service date, increment date, I.P.P entitlement, annual leave entitlement and all benefits, shall be adjusted according to the length of the leave of absence, and resume.

11.03 Maintaining Certain Insurance Benefits

Arrangements may be made between the employee and the Human Resources Department for continuation of certain insured benefits, if permissible under the benefit plan design, while on a leave of absence without pay. If the employee elects continuation of certain benefits, the employee would assume the full premium cost of the insured benefits.

ARTICLE 12

MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 12.01 Employees who are pregnant and who have been employed with the City for at least thirteen (13) continuous weeks prior to the expected date of birth are entitled to take a leave of absence without pay.

Maternity leave will be granted in accordance with the Pregnancy Leave provisions of the *Employment Standards Act*, except where amended by this provision.

- 12.02 (a) The employee shall give written notification to the City at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also provide the City with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.
- (b) An employee wishing to alter the commencement date of the maternity leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- 12.03 An employee who is on Maternity leave, who has completed six (6) months' continuous service on the date in which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a maximum period of fifteen (15) weeks. The "top-up" benefit will be the difference between ninety-three (93) percent of the employee's normal weekly salary and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the City of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits.

An employee's normal weekly salary shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance Benefits.

Parental Leave

- 12.04 Employees who have been employed with the City for at least thirteen (13) continuous weeks and who are the parent of a child following the birth of the child, the adoption of the child or the coming of the child into the employee's custody, care and control for the first time, are entitled to take a leave of absence without pay.

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.

- 12.05 (a) The employee shall give written notification to the City at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (b) If the child comes into the employee's custody, care and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The employee shall then provide written notice to the City within two weeks after commencing such leave.
- (c) An employee wishing to alter the commencement date of the leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- 12.06 An employee who is on parental leave, who has completed six (6) months' continuous service on the date in which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a maximum period of ten (10) weeks. The "top-up" benefit will be the difference between ninety-three (93) percent of the employee's normal weekly salary and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the City of the employee's Employment Insurance cheque stub as proof that he/she is receipt of Employment Insurance parental benefits.

An employee's normal weekly salary shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance Benefits.

12.07 Benefits Entitlements During Maternity/Parental Leave

Employees who are eligible for maternity and/or parental leave as defined above, shall:

- (a) continue to accumulate service for the duration of the leave;
- (b) retain their enrollment 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
 - v. Accidental Death and Dismemberment Insurance

ARTICLE 13

RETIREMENT

13.01 Effective Date of Normal Retirement

The effective date of normal retirement of an employee is the date that the Employee attains normal retirement age, as set out in Section 13.02.

13.02 Normal Retirement Age

Normal retirement age for all employees shall be the first day of the month following the month the employee reaches age sixty-five (65).

13.03 Disability or Early Retirement

The terms of disability or earlier than normal retirement shall be as set out in the applicable pension plan to which an employee contributed.

13.04 Pension Plan

All present employees enrolled in the Ontario Municipal Employees Retirement System (OMERS) shall maintain their enrolment in the plan subject to its terms and conditions. Newly hired employees, as a condition of employment, shall enroll in OMERS when eligible in accordance with its terms and conditions.

ARTICLE 14

SPECIAL LEAVE

- 14.01 Special leave is a provision which is designed to enable an employee to be absent from employment with full pay for the following reasons:
- (a) medical, dental, legal and optical appointments for an employee's immediate family;
 - (b) the unexpected or sudden illness of the employee's spouse, child or parent which prevents the employee from reporting for duty;
 - (c) emergency situations which prevent the employee from reporting for duty;
 - (d) the birth or adoption of a child.
- 14.02 The employee's immediate manager may approve requests for special leave for reasons not specified in 14.01 above.
- 14.03 Where practicable, employees must notify their immediate manager at least forty-eight (48) hours in advance of the date and required time off. In the event of an emergency situation, advance notice shall be waived.
- 14.04 Special leave is limited to a maximum of thirty (30) hours per annum, non-cumulative, and may be taken in one (1) hour periods.
- 14.05 Employees who have taken special leave may be required to produce satisfactory evidence.

ARTICLE 15

SABBATICAL LEAVE

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

15.01 Qualification

Subject to 15.02 below, an employee shall be eligible for consideration of a self-funded sabbatical leave after six (6) years of continuous employment with the City.

15.02 Method of Application

- (a) An employee with a minimum of three (3) consecutive years of service may make written application to his/her Director to request that he/she be paid at a rate of seventy-five percent (75%) of his/her salary in order to provide for sabbatical leave. This application shall include the approximate date of sabbatical leave, the duration of leave and the purpose for which the sabbatical leave is intended. Sabbatical leave will be granted solely at the discretion of the employee's General Manager upon recommendation of the Director and approved applications shall be forwarded to the Director, Human Resources Services or designate for review to ensure compliance with the terms of this agreement. The employee shall be given an indication within two (2) months from the date of application of whether or not such application has been approved.
- (b) An employee in the sabbatical leave plan shall confirm the period of leave no later than six (6) months prior to the commencement of the leave. In the event there is any change from the original submission, the employee shall specify any changes to the original request. Such leave shall be taken at a mutually agreeable time.

15.03 Earning Entitlement and Employment Conditions

- (a) Once the application has been approved in accordance with 15.02 (a), the employee shall be able to defer twenty-five percent (25%) of his/her salary for the purpose of funding a sabbatical leave. Any self-funded leave of absence will be in accordance with the deferred tax legislation and rulings by Canada Customs & Revenue Agency.
- (b) During the salary deferral period, the following exceptions to the collective agreement would apply:

For purposes of I.P.P., annual leave, special leave, bereavement leave and other paid leaves, salary shall be at seventy-five percent (75%) of normal salary with twenty-five percent (25%) deferred.

Workers' Safety Insurance Board

Benefits shall be paid in accordance with the *Workplace Safety & Insurance Board Act* and based on 100% of regular salary. There shall be no salary deferral while in receipt of this benefit.

Pension

Contributions to pension shall be based on seventy-five percent (75%) of salary and contributions shall also be made for the period of sabbatical leave.

L.T.D.I.

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

Life Insurance

Remains at 2.5 times regular salary.

15.04 Utilization of Sabbatical Entitlement

- (a) Any single sabbatical leave shall normally be for a period of twelve (12) months but may also be for other periods as agreed between the parties and in accordance with the applicable legislation and rulings by Canada Customs & Revenue Agency.
- (b) The salary while on sabbatical leave shall be based on the total amount of salary deferred by the employee and paid to the employee in bi-weekly installments over the period of the sabbatical leave.
- (c) During the sabbatical leave the following conditions shall apply:
 - continuous service shall be frozen for the period of leave;
 - the employee returning from sabbatical shall return to his/her regular duties, unless the position has been discontinued;
 - continuation of the Health benefit plan at the employee's expense;
 - continuation in dental plan at the employee's expense;
 - continuation of life insurance with the employee paying one hundred percent (100%) of the premium cost;

All other benefits/entitlements under the collective agreement, including WSIB, shall be suspended until completion of the sabbatical leave.

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

15.05 Payout of Unused Deferred Income

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

15.06 This article is subject to modification at any time by mutual agreement or to bring it in line with any legislation/rulings by the Canada Customs & Revenue Agency following negotiations between the parties.

ARTICLE 16

STATUTORY AND DECLARED HOLIDAYS

16.01 The following days shall be statutory or declared holidays with pay for all employees:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And, in addition, any day proclaimed as a holiday by the Federal or Ontario Government or by the Mayor of the City of Ottawa shall be a recognized holiday.

16.02 Statutory Holiday Qualifiers

In order to qualify for pay for a holiday as set out in Section 16.01 above, the employee shall complete his/her full scheduled shift on each of the working days immediately preceding and following the holiday unless excused by the Employer. In addition, if the employee is required to work by the Employer on the designated holiday the employee must work the designated holiday, unless excused by the Employer.

16.03 Holiday Pay Calculation

Holiday pay will be computed on the basis of the employees regular straight time hourly rate, excluding overtime, times the number of hours for a standard day, to a maximum of 8 hours duration.

16.04 Holiday Falling on Day Off

A day designated as a recognized holiday, as set out in Section 16.01, which coincides with an employee's day of rest, shall be celebrated on the first scheduled working day following the employee's day or days of rest.

16.05 Authorized Work on a Holiday

An employee required to work on any of the holidays, as set out in Section 16.01 shall be paid at the rate of time and one-half (1 ½) the employees regular straight time hourly rate of pay for all hours worked on such holiday in addition to the pay for the holiday subject to Section 16.03 above.

ARTICLE 17

JURY AND WITNESS DUTY

17.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, who is required 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 witness before it.

- 17.02 An employee who is on annual leave and who is required to serve on a jury or is called to give evidence under the provisions outlined in Article 16.01 above shall have their leave credits restored for the periods of time required to serve on the jury or to give evidence.

ARTICLE 18

TIME OFF FOR VOTING

- 18.01 Employees who are qualified electors in federal, provincial or municipal elections shall, for the purpose of casting their vote on an election day, be excused from their regular duties for a period sufficient to allow them three (3) consecutive hours in which to vote.
- 18.02 The above shall not apply if the employee works on any shift that provides an equal number of hours to vote as set out above, on the employee's own time.

ARTICLE 19

GRIEVANCE PROCEDURE

19.01 Definition of a Grievance

For the purposes of this agreement, a grievance is a written complaint 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 one or more employees and the Employer or the Institute and the Employer, and will not be filed until the complaint stage has been complied with in accordance with Section 19.02.

19.02 Complaints

The parties to this agreement share a desire to resolve complaints as quickly as possible. An employee shall discuss his/her complaint with his/her supervisor within five (5) days of the occurrence giving rise to the complaint so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Institute when the complaint is being discussed with the supervisor. The supervisor shall advise the employee of his/her decision within ten (10) days after the meeting.

19.03 When an employee has received a decision from his/her supervisor that has not resolved the complaint to his/her satisfaction, and the Institute wishes to pursue the matter, the Institute shall file a grievance with the Director of Labour Relations on behalf of the employee within ten (10) days of receipt of the supervisor's decision.

19.04 Step One of The Grievance Procedure

Where the Institute has filed a grievance on behalf of an employee, the employee's Director or designate shall meet with the grievor and an Institute Representative within fifteen (15) days from the day upon which the Grievance was received, and shall deliver a decision, in writing, to the Institute within five (5) days after the meeting.

19.05 If the Director or designate:

- (i) fails to meet the grievor and the Institute representative; or
- (ii) fails to render his/her decision to the grievor and the Institute representative within the time prescribed in Section 19.04 or,
- (iii) if the decision is not acceptable to the grievor and the Institute representative;

and the Institute wishes to pursue the matter, the Institute shall forward a copy of the grievance to the Director, Labour Relations within twenty-five (25) days from the day on which the grievance was presented to the Director or designate.

19.06 Step Two of The Grievance Procedure

The Employee's General Manager or designate shall, within fifteen (15) days of the date the grievance was received, meet with the grievor and the Institute representative, and shall, within five (5) days of the meeting, notify the Institute in writing of his/her decision with regard to the grievance.

19.07 In the event the decision of the General Manager or designate is not acceptable to the Institute, and the Institute wishes to pursue the matter, the Institute shall notify the Director of Labour Relations, in writing, of its desire to submit the grievance to arbitration for final disposition in accordance with Article 20. The grievance must be submitted within ten (10) days of the Institute's receipt of the General Manager's decision.

19.08 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 Institute, the General Manager, Human Resources Department or designate

shall notify the Institute within ten (10) days of the receipt by the General Manager, Human Resources Department or designate of the Institute's decision that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with Article 20.

19.09 Discharge Grievance

Where a grievance relates to the discharge of an employee, the grievance procedure shall begin at step 2, as set out in section 19.06. The grievance must be submitted to the Director of Labour Relations, within fifteen (15) days of the date that the employee was advised in writing of his/her employment termination.

No dispute as to the termination or rejection of a probationary employee shall be considered under the grievance procedure and shall not be arbitrable under the terms of this agreement.

19.10 Policy Grievance

Where a policy grievance is initiated by the Institute, the procedure shall begin at step 2, as set out in Section 19.06, with the grievance being submitted to the Director of Labour Relations. Where a policy grievance is initiated by the Employer, the procedure shall proceed in accordance with Section 19.08.

19.11 Group Grievance

In the event that more than one employee is directly affected by a specific meaning and/or application of the provisions of this agreement and wishes to file a grievance, the Institute shall present a group grievance, naming all grievors, to the Director of Labour Relations and shall proceed in accordance with step one, as set out in 19.04. A maximum of two grievors of the group shall be entitled to be present at meetings in each of steps 1 and 2 unless otherwise mutually agreed.

19.12 Time Limits

The time limits expressed in this article are working days and may be extended by mutual agreement between the Institute and the Director of Labour Relations or designate.

19.13 If meetings pursuant to this Article take place during the grievor's regular working hours, the grievor may attend with no loss of pay.

ARTICLE 20

ARBITRATION PROCEDURE – RIGHTS DISPUTE

20.01 Arbitration Procedure

Any dispute or grievance concerning the interpretation or alleged violation of this Agreement including any question as to whether a matter is arbitrable which having passed through the grievance procedure outlined in the above article still remains unresolved, may be submitted to arbitration. Either party to the agreement desirous of exercising this provision shall give notice of intention to the other party and at the same time appoint its member to the Board of Arbitration. The other party shall, within a period of seven (7) working days, appoint its members to the Board 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.

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. The Board of Arbitration shall not have any power to alter or change any provision in this agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this agreement.

20.02 Each party shall bear the expenses of its own nominee and shall bear equally the expense of the Chair and all other expenses of the arbitration.

20.03 List of Arbitrators

The Institute 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 as single arbitrators or as members of Arbitration Boards as described in 20.01.

ARTICLE 21

INSURANCE PLANS

21.01 Benefits

It is understood that the Employer's obligation under this article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plans described in this article.

21.02 Eligibility

Upon completion of six (6) months of continuous employment, all employees shall be entitled to benefits provided for in this article. Coverage for an employee is subject to eligibility requirements as described by the Insurer under the specific plans.

21.03 Restrictions and Limitations

The amount of eligibility for benefits referred to herein are subject to the terms and conditions of the contract of the Insurer providing such benefits. Any dispute as to entitlement to benefits provided under the contract is between the employee and the Insurer.

Certain limitations and exclusions for coverage may apply. Insurable benefits payable under OHIP or other medicare plan equivalent to OHIP from another province or territory shall not be payable under the Health Plan.

21.04 Health Plan

The Employer agrees during the duration of this contract to pay one hundred percent (100%) of the cost of the monthly premium of the Health Plan for employees covered thereby.

21.05 Dental Plan

The Employer agrees during the duration of this contract to pay seventy-five percent (75%) of the cost of the monthly premium of the Dental Plan for employees covered thereby. The balance of the premium shall be paid by the employee.

21.06 Basic Life Insurance

The Employer agrees during the duration of this contract to pay seventy-five percent (75 %) of the cost of the monthly premium of the Basic Life Insurance for employees to provide for insurance of two and one-half (2 ½) times an employee's basic annual salary.

21.07 Long Term Disability

The Employer agrees during the duration of this contract to pay one hundred percent (100%) of the costs of the monthly premium of the Long Term Disability (LTD) Plan for employees covered thereby.

An employee absent from work on LTD shall not earn/accumulate annual leave credits while on such leave.

21.08 Premiums

The Employer shall deduct from the employee's pay the employee's share of the cost of the premiums.

ARTICLE 22

INSTITUTE FEES

22.01 Monthly Dues and Membership

The Employer shall deduct an amount equal to the monthly regular membership dues from all present members of the Institute and from all future employees in the bargaining unit represented by the Institute.

22.02 Remitting Dues and List

The amounts deducted in accordance with Section 22.01 shall be remitted to the Institute by cheque in the month following the month in which the deductions were made, and shall be accompanied by particulars for all employees (including employee status, work location and service date) and the specific deductions made on their behalf.

22.03 The Institute agrees to indemnify and save the City harmless against any claim or liability arising out of the application of this article.

ARTICLE 23

ORGANIZATION CHANGE

23.01 Procedure Upon Redundancy

- (a) (i) When the Employer is proposing the introduction or implementation of technological or organizational change which may result in employees being declared surplus, the Employer agrees to notify the Institute when its intentions are known and to update the information provided as new developments arise and modifications are made. Where possible such notice shall be at least six (6) months in advance.
- (ii) Notwithstanding the provisions of Article 25 - Posting of Vacancies, where a permanently established position has been declared redundant, the Employer shall endeavour to place the surplus employee in a vacant position at an equivalent or lower classification for which the employee is suited by education, training and work experience subject to the employee meeting the job qualifications, and having the ability to do the work. The Employer may also consider the employee for a position at a higher classification level.
- “Declared surplus or redundant” shall be interpreted as the deletion of the position in question from the establishment of the Employer.
- (iii) When identifying the surplus employee(s) arising out of a redundancy within a generic job classification, the Employer shall make every reasonable effort to identify the most junior employee within that generic job classification as surplus unless the Employer deems it necessary to keep a junior employee in order to ensure the service delivery. Should the Employer be required to transfer staff in order to be able to achieve this circumstance, the Institute agrees they will not seek to claim a right of challenge to such changes through the grievance procedure.
- (b) (i) Where an employee is appointed to a position in accordance with 23.01 (a), and the maximum salary of that new position is less than the employee was receiving in the position which had been declared surplus or redundant, the employee shall maintain his/her existing rate of pay until such time as the rate of pay for the new position becomes equal to, or higher than, the employee's existing rate of pay. As increases in pay are negotiated, the employee shall be entitled to receive one-half of the negotiated increases until the employee's

higher rate of pay falls within the pay band of the position in which he/she was placed.

- (ii) Where employees are appointed to positions in accordance with (b)(i) above, the employees shall continue to be considered for placements into higher classifications than that into which they have been placed, until such time as they can be placed into a position at the same classification level held prior to the placement in the lower classification by the Employer.
- (c) Where two or more employees are equal candidates for placement into a position pursuant to subsection (a) above, length of service may be considered by the Employer.
- (d) In the event the affected employee is not appointed to a position as outlined in Subsection 23.01(a), the employee shall be entitled for a period of six (6) months from the date of actual termination to be considered as an internal candidate to any vacant position for which the employee is suited by education, training and work experience. In the event an employee elects for the payment (outlined in Section 23.02) immediately upon termination such employee will not be considered an internal candidate for the six (6) month period. It is recognized that in extenuating circumstances the Employer may, with the concurrence of the Institute, make alternate arrangements with the employee.

23.02 Terminal Allowance/Severance Pay

Failing the availability of a position considered suitable for the employee in question by both the Employer and the employee, the employee shall be entitled to the following after the six (6) month period or upon earlier termination if the employee so elects. It is agreed that the separation allowance outlined in this collective agreement incorporates severance pay but not notice as provided under the *Employment Standards Act*.

(a) One (1) Year to Three (3) Years

If the employee has more than one (1) year but less than three (3) years of continuous service with the Employer, a lump sum payment equal to two (2) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(b) Three (3) Years to Five (5) Years

If the employee has three (3) years but less than five (5) years of continuous service with the Employer, a lump sum payment equal to four (4) months

pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(c) Five (5) to Ten (10) Years

If the employee has five (5) years but less than ten (10) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to six (6) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(d) Ten (10) Years to Thirteen (13) Years

If the employee has ten (10) years but less than thirteen (13) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to eight (8) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(e) Thirteen (13) Years to Sixteen (16) Years

If the employee has thirteen (13) years but less than sixteen (16) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to ten (10) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(f) Sixteen (16) Years to Twenty (20) Years

If the employee has sixteen (16) years but less than twenty (20) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to twelve (12) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(g) Twenty (20) Years to Twenty-Five (25) Years

If the employee has twenty (20) years but less than twenty-five (25) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to fifteen (15) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(h) Twenty-Five (25) or More Years

If the employee has twenty-five (25) or more years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to eighteen (18) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

ARTICLE 24

PROBATION

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

24.02 Probationary Period

- (a) New full time employees shall be on a probationary period normally not exceeding six (6) consecutive months worked.
- (b) A temporary full time employee entering a full-time permanent position will not be required to serve a probationary period provided the employee fulfills all of the following:
 - (i) the full-time temporary employee has completed at least six (6) consecutive months worked in a specific full-time temporary position;
 - (ii) the full-time temporary position is identical to the full-time permanent position the employee is entering;
 - (iii) the employee held the identical full-time temporary position for at least six (6) consecutive working months immediately prior to entering the full-time permanent position.

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

24.03 Extension of Probationary Period

The Employer may, with written approval of the Institute, extend the probationary period as specified above for up to an additional three (3) consecutive months worked for full time employees.

24.04 Grievability or Arbitrability During Probation

No dispute as to the termination or rejection of a probationary employee shall be considered under the grievance or arbitration procedure as outlined in this agreement.

ARTICLE 25

VACANCIES

- 25.01 The Employer agrees to post notices of all bargaining unit vacancies for a minimum of two (2) weeks prior to making an appointment of such position in order that interested employees may apply. The Employer shall post such notices on its notice boards and its Intranet site.
- 25.02 (a) The Employer shall first conduct an internal competition and attempt to fill vacancies from within the bargaining unit. If after completing an internal competition, no candidate has been selected, the Employer may then advertise externally.
- (b) It is recognized that there may be exceptional circumstances where the Employer may wish to advertise a vacancy externally prior to the completion of the internal competition. In such circumstances, after notifying the Institute, the Employer may post externally in advance of the completion of the internal competition but the Employer must first complete the internal competition before reviewing the external candidates.
- (c) Where an employee has not been selected after having been interviewed, such employee may request a meeting with the manager to discuss his/her competition results. The employee's request for such meeting shall not be unreasonably denied. The employee may invite a representative of the Institute to accompany him/her.
- 25.03 Temporary vacancies of more than nine (9) months arising from leave of absence situations, or, in the case of a temporary vacancy of more than twelve (12) months arising from a parental leave situation shall be posted in accordance with Section 25.01 above.

ARTICLE 26

PERSONNEL ADVISORY COMMITTEE

- 26.01 There shall be a Personnel Advisory Committee comprised of representatives of the City, one of whom shall be the Director of Labour Relations or designate, and the Institute, one of whom shall be the CIPP Executive Director or designate. The Committee shall meet on an ad-hoc basis, but no less than twice a year, to discuss matters of mutual concern and interest.

A request for a meeting shall be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

- 26.02 A joint committee comprised of Institute and Employer representatives shall meet annually, or at the request of either party, at each of the Homes for the Aged. The purpose of the committee is to promote meaningful communication of information and ideas.

ARTICLE 27

VEHICLE EXPENSES

- 27.01 When employees are required by the Employer to drive personally owned or leased vehicle in the usual course of their employment, the Employer shall reimburse the employee for all kilometers driven on the Employers' business at the rate of 42.7 cents/km. However, the minimum payment for such employees will be \$60.00 per month.
- 27.02 Where employees are required by the Employer to travel outside the boundaries of the City of Ottawa and are required to use their own vehicle, the Employer shall reimburse the employees for all kilometers driven on the Employer's business at the rate of 40.4 cents/km. The Employer retains the discretion to determine if an employee's vehicle should be used.
- 27.03 The portion of an employee's vehicle insurance premium arising from the use of a vehicle in the usual course of their employment on the Employer's business shall be paid by the Employer, to a maximum of \$150.00 per year per employee, upon production of a receipt from the insurance carrier. The Employer reserves the right to seek clarification on claims that appear excessive.

See Letter of Understanding number #4

- 27.04 Employees who are not required to drive a personally owned or leased vehicle in the usual course of their employment, but who may be authorized occasionally to use their own vehicle, shall be reimbursed at the rate specified in Section 27.01 above but with no monthly minimum payment.
- 27.05 Parking expenses incurred in the course of work-related vehicle usage shall be fully reimbursed.

ARTICLE 28

SALARY ADMINISTRATION

- 28.01 All employees shall be paid in accordance with the salary schedules attached and forming part of the collective agreement.
- 28.02 Employees shall be paid bi-weekly for work performed at a salary rate within the scale for classifications to which she/he has been appointed by the Employer.
- 28.03 When an employee is promoted to a permanent or acting position or reclassified upward to a position with a higher salary range, the employee shall be paid:
- (a) the first year rate in the salary range to which the employee has been appointed, or
 - (b) a base rate within the salary range to which the employee has been appointed which will provide a salary rate at least 4% higher than the salary rate which the employee would have received within the next 52 week period had an appointment not taken place, whichever is greater.
 - (c) The effective date of the promotion or reclassification will become the date for establishing future salary increments.
- 28.04 Except as provided in Section 28.06 below, an employee holding an appointment at one of the classification levels specified in one of the salary schedules of this agreement and performing the duties of this position satisfactorily shall be granted a salary increment upon the completion of each anniversary date until reaching the maximum rate in the scale of rates for the classification level to which the employee is appointed.
- 28.05 Salary increments, authorized by the Employer, shall become effective on the employee's anniversary date, except where the increment date has been adjusted in accordance with this agreement.
- 28.06 The Employer may deny a salary increment to an employee if it is satisfied that the employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from an employee it shall, at least two (2) weeks but not more than six (6) weeks before the due date for the salary increment to the employee, give the employee the reason for the denial in writing.

- 28.07 If, during the term of this agreement, the Employer establishes and implements a new classification standard, the Employer, following consultation with the Institute, will apply rates to the classification level of the standard.
- 28.08 When an employee dies, the Employer shall pay to the estate of the deceased employee the amount of salary, which would have been received, but for the death for the period from the date of death to the end of the pay period in which the death occurred.

ARTICLE 29

LEAVE OF ABSENCE FOR INSTITUTE BUSINESS

29.01 Maximum Leave

The Employer shall grant leave of absence without pay to members of the Board of Directors of the Institute for the purposes of Institute business on the following basis:

- (a) a single absence must not exceed seven (7) days;
- (b) there must not be more than four (4) members absent at one time; and
- (c) the total of such absences granted to any individual member of the Board of Directors shall not exceed thirty (30) working days in any calendar year.

The Employer shall also grant leave of absence with pay to a maximum of four (4) employees elected or appointed by the membership to represent the Institute in direct negotiations with the Employer for the renewal of the collective agreement and one (1) employee to attend at Arbitration.

ARTICLE 30

PROTECTIVE FOOTWEAR

- 30.01 Employees required by the Employer to wear Green Patch 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 \$100.

30.02 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.

30.03 To be eligible

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.

ARTICLE 31

PERFORMANCE PAY

31.01 (a) Employees who, on December 31st of each year, have been at the maximum of their range of rates for at least one full year (12 months), shall be eligible for a performance bonus where in the opinion of the Employer, the employee's performance so warrants. This bonus shall not be less than 3% but not greater than 8% of the eligible employee's annual rate of pay and it shall be paid in a lump sum. Employees paid above maximum are also eligible for the performance bonuses.

(b) Employees who are not at the maximum rate of their classification may be eligible for early incremental movement where in the opinion of the Employer, the employee's performance so warrants.

31.02 A performance bonus does not form part of an employee's base rate but is re-earnable in each year. Performance bonuses are also non-pensionable earnings. Accelerated increment adjustments based on performance as identified in subsection 31.01(b), however, will affect employee base rates.

31.03 The Employer shall allocate an amount equivalent to one (1%) percent of the payroll of those employees in the bargaining unit who are at the maximum rate of pay as of each December 31st for the purpose of paying performance bonuses under this clause. The funds allocated annually for performance bonuses will be paid out through the payment of bonuses for that year.

31.04 This article becomes effective January 1st 2002. The first performance bonuses shall be paid in March of 2003 in respect of employee performance during the period of January 1st 2002 to December 31st 2002.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW

The parties agree that it is in the best interest of both the Employer and the Employee to conduct regular employee performance reviews.

ARTICLE 33

PERSONNEL FILE

33.01 Access to Personnel File

Employees shall have the right upon providing three (3) working days written notification to their Human Resources Service Bureau Manager to review their personnel file, in the presence of their Human Resources Service Bureau Manager or designate, and may respond in writing to any document contained therein. Such response shall become part of their personnel file.

ARTICLE 34

EVIDENCE DURING DISCIPLINE

34.01 Clearing of Record

Notices of disciplinary action which may have been placed in the personnel file of an employee shall be removed after not more than twenty-four (24) months of worked employment have elapsed since the disciplinary action has been taken, provided that no further disciplinary action has been recorded.

The Employer shall not introduce as evidence in an arbitration hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of at the time of the filing or within a reasonable period thereafter.

ARTICLE 35

CAREER DEVELOPMENT

35.01 Education Leave

Every employee is eligible to apply for education Leave. Such leave may be granted to the employee with or without pay in accordance with the policies of the Employer at the time the leave is granted.

35.02 Attendance at Conference and Conventions

In order that each employee shall have the opportunity for an exchange of knowledge and experience with professional colleagues, each employee shall have the right to apply to attend any conference or convention related to the employee's field of employment. The Employer may approve of the employee's attendance at such conferences and conventions subject to operational constraints as determined by the Employer.

35.03 (a) Professional Development

The Parties to this agreement share a desire to improve professional standards by giving employees the opportunity;

- i) to participate in seminars, workshops, short courses or similar programmes to keep up to date with knowledge and skills in their respective fields, or
 - ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer.
- (b) An employee may apply at any time for professional development and the Employer may select an employee at any time for such professional development.
- (c) When an employee is selected by the Employer for professional development, the Employer will consult with the employee before determining the location and duration of the programme of work or studies to be undertaken.
- (d) Employees selected for career development will continue to receive their normal compensation including any salary increment and economic increase for which they may become eligible.

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

35.04 Examination Leave

Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such Leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

ARTICLE 36

CATEGORIES OF EMPLOYEES

36.01 (a) Permanent Full-time Employees

Defined as regularly scheduled to work over twenty-four (24) hours per week for a continuous period.

- i) All provisions of the agreement apply provided such employees meet the conditions prerequisite to obtaining a benefit or provision.

(b) Permanent Part-Time Employees

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

Preamble

Article 1 Scope and Recognition

Article 2 Reports and Recommendations

Article 3 Management Rights

Article 5 No Discrimination

Article 7 Overtime and Premiums

All provisions of Article 7 apply except for Section 7.04 which is modified to read as follows:

Call Back

When an employee has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.

Article 8 Annual Leave

Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).

Article 10 Bereavement Leave

(a) Immediate Family

Upon the death of a member of the immediate family, of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these five (5) calendar days.

(b) Other Family Members

Upon the death of other family members, of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death, and the employee shall be paid at regular rate for such working days that were scheduled for the employee during these three (3) calendar days.

Article 12 Maternity and Parental Leave

Article 13 Retirement

Article 14 Special Leave

As per the provisions of Article 14 but limited to 15 hours annually.

Article 16 Statutory and Declared Holidays

(a) Employees shall be paid 4.4% of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the collective agreement.

(b) An employee authorized to work on any of the holidays, as set out in Section 16.01 shall be paid at the rate of one and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday in addition to the compensation provided in a) above.

Article 18 Time off for Voting

Article 19 Grievance Procedure

Article 20 Arbitration Procedure - Rights Dispute

Article 21

Insurance Plans

- (a) Employees regularly scheduled to work less than fourteen (14) hours per week shall have, after a six (6) calendar month waiting period from date of hire, 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, I.P.P., L.T.D.I., and O.M.E.R.S. Part time employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 $\frac{3}{4}$ percent).
- (b) Employees regularly scheduled to work fourteen (14) hours per week up to and including twenty-four (24) hours per week, after a six (6) calendar month waiting period from date of hire, shall either:
 - i) receive 8% in lieu of benefits or,
 - ii) opt for enrollment in the benefit plan (extended health, semi private, dental, group life and accidental death and dismemberment) with the Employer paying on their behalf 50% of what it contributes for a full-time employee in the same plans. Employees opting for such enrolment will receive two and three quarters (2 $\frac{3}{4}$ percent of their regular pay in lieu of entitlement to I.P.P., L.T.D.I. and O.M.E.R.S.

Where the employee selects to enroll in O.M.E.R.S., he/she will not receive the two and three quarters (2 $\frac{3}{4}$ percent of his/her regular pay in lieu of entitlement to I.P.P., L.T.D.I. and O.M.E.R.S.

O.M.E.R.S. enrolment is subject to meeting the enrolment criteria.

Once having opted for the choice, the employee must stay with such choice, except in extenuating circumstances as determined by the Employer.

Article 22

Institute Fees

Institute fees to be deducted shall be determined by the Institute.

Article 23

Organizational Change

All provisions of Article 23 will apply, with the following addition:

A month's pay shall be determined by taking the average hours worked per month in the six (6) months immediately preceding the employee's last day of work.

Article 24

Probationary

All new part-time employees shall serve a probationary period not exceeding seven hundred and fifty (750) regular hours of work or one year from date of hire.

Extension of Probationary Period

The Employer may, with written approval of the Institute, extend the probationary period as specified above for up to an additional three hundred and seventy five (375) regular hours of work or a maximum of six (6) months.

Article 25

Vacancies

Article 26

Personnel Advisory Committee

Article 27

Vehicle Expenses

The monthly minimum payment will be applicable on a pro-rata basis.

Article 28

Salary Administration

- (a) Part-time employees shall be paid for hours worked at an hourly rate of pay in the range of rate for their classification. Except as provided in the following two paragraphs of this article, part-time employees at one of the classification levels specified in one of the salary schedules of this agreement performing the duties of this position satisfactorily for a period of 1,700 compensated hours shall be granted salary

increments on completion of the aforementioned 1,700 compensated hours until reaching the maximum rate in the scale of rates for the classification level to which the employee is appointed. The calculation for determining the total number of hours worked per year shall be an employee's annual compensated hours plus vacation pay divided by his/her hourly rate.

- (b) The Employer may deny a salary increment to a part-time employee if it is satisfied that the part-time employee is not performing satisfactorily the duties of the position assigned. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.

Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time employee's next anniversary date and the part-time employee's salary increment date shall be retained.

- (c) Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.
- (d) Prenatal teachers will be paid for four (4) hours per class.

Article 29	<u>Leave of Absence for Institute Business</u>
Article 31	<u>Performance Pay</u>
Article 32	<u>Employee Performance Review</u>
Article 35.03(a)	<u>Career Development</u>
Article 37	<u>Legal Protection</u>
Article 39	<u>Professional Ethics</u>
Article 41	<u>Arbitration Respecting Interest Dispute</u>

Article 42 Professional Fees

Part-time permanent employees who as a condition of their employment are required to hold membership in a professional association and are required to maintain a current license or membership to legally carry out their duties to continue practicing in that profession shall be reimbursed as follows:

- (a) Employees regularly scheduled to work less than fourteen (14) hours per week shall be reimbursed twenty-five (25) percent of the cost of such annual fees required to maintain membership in the professional association;
- (b) Employees regularly scheduled to work more than fourteen (14) up to and including 24 hours per week shall be reimbursed fifty (50) percent of the cost of such annual fees required to maintain membership in the professional association.

Article 43 Occupational Health & Safety

Appendix B Salaries

Letters of Understanding:

- (a) Dues List
- (b) Alternate Dispute Resolution Process

36.02 Temporary Employment

Temporary employees are full or part-time employees hired for a temporary period to cover leave of absence situations under the agreement or for limited duration situations.

It is recognized that the Employer, on occasion, has staffing requirements that are full-time but for a definite duration. When such is the case, the Employer may hire individuals provided that their term of employment does not exceed twelve (12) months. Where the Employer's need for the individuals is further assessed and may exceed the twelve (12) months period, discussions between the Institute and the Employer shall take place.

(a) Temporary Staff Employed on a Full Time Basis for a Period in Excess of Two (2) Years

Temporary staff employed on a full time basis in excess of two (2) years will be subject to all provisions of the collective agreement except Article 23 and will be enrolled in O.M.E.R.S, subject to the eligibility requirements of O.M.E.R.S.

(b) Temporary Staff Employed on a Full-Time Basis for less than two (2) years

The following provisions shall apply to employees hired on a full-time temporary basis:

Preamble

Article 1 Scope and Recognition

Article 2 Reports and Recommendations

Article 3 Management Rights

Article 5 No Discrimination

Article 6 Hours of Work

Article 7 Overtime and Premiums

Article 8 Annual Leave

Full time temporary employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee.

Article 10 Bereavement Leave

Article 14 Special Leave

Article 16 Statutory and Declared Holidays

(a) Employees shall be paid 4.4% of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the collective agreement.

- (b) An employee authorized to work on any of the holidays, as set out in Section 16.01 shall be paid at the rate of one and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday in addition to the compensation provided in (a) above.

Article 18	<u>Time off for Voting</u>
Article 19	<u>Grievance Procedure</u>
Article 20	<u>Arbitration Procedure - Rights Dispute</u>
Article 21	<u>Insurance Plans</u>
	Employees will, after a six (6) calendar month waiting period from date of hire, have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S.
Article 22	<u>Institute Fees</u>
	Institute fees to be deducted shall be determined by the Institute.
Article 25	<u>Vacancies</u>
Article 26	<u>Personnel Advisory Committee</u>
Article 27	<u>Vehicle Expenses</u>
Article 28	<u>Salary Administration</u>
Article 29	<u>Leave of Absence for Institute Business</u>
Article 32	<u>Employee Performance Review</u>
Article 35.03(a)	<u>Career Development</u>
Article 37	<u>Legal Protection</u>
Article 39	<u>Professional Ethics</u>
Article 41	<u>Arbitration Respecting Interest Disputes</u>

Article 42	<u>Professional Fees</u>
Article 43	<u>Occupational Health & Safety</u>
Appendix B	<u>Salaries</u>

Letters of Understanding:

- (a) Dues List
- (b) Alternate Dispute Resolution Process

(c) Temporary Employees Hired on a Part-Time Basis

The following provisions shall apply to employees hired on a temporary part-time basis:

Preamble

Article 1	<u>Scope and Recognition</u>
Article 2	<u>Reports and Recommendations</u>
Article 3	<u>Management Rights</u>
Article 5	<u>No Discrimination</u>
Article 7	<u>Overtime and Premiums</u>

All provisions of Article 7 apply except for Section 7.04 which is modified to read as follows:

Call Back

When an employee has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.

Article 8

Annual Leave

Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).

Article 10

Bereavement Leave

(a) Immediate Family

Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these five (5) calendar days.

(b) Other Family Members

Upon the death of other family members, of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death, and the employee shall be paid at regular rate for such working days that were scheduled for the employee during these three (3) calendar days.

Article 14

Special Leave

As per the provisions of Article 14 but limited to 15 hours annually.

Article 16

Statutory and Declared Holidays

(a) Employees shall be paid 4.4% of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the collective agreement.

- (b) An employee authorized to work on any of the Holidays, as set out in Section 16.01 shall be paid at the rate of one and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday in addition to the compensation provided in a) above.

Article 18 Time Off for Voting

Article 19 Grievance Procedure

Article 20 Arbitration Procedure - Rights Dispute

Article 21 Insurance Plans

Employees will, after a six (6) calendar month waiting period from date of hire, have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S

Article 22 Institute Fees

Institute fees to be deducted shall be determined by the Institute.

Article 25 Vacancies

Article 27 Vehicle Expenses

The monthly minimum payment will be applicable on a pro-rata basis.

Article 28 Salary Administration

- (a) Temporary part-time employees shall be paid for hours worked at an hourly rate of pay in the range of rate for their classification. Except as provided in the following two paragraphs of this article, part-time employees at one of the classification levels specified in one of the salary schedules of this agreement performing the duties of this position satisfactorily for a period of 1,700 compensated hours shall be granted salary increments on completion of the aforementioned 1,700 compensated hours until reaching the maximum rate

in the scale of rates for the classification level to which the employee is appointed. The calculation for determining the total number of hours worked per year shall be an employee's annual compensated hours plus vacation pay divided by his/her hourly rate.

- (b) The Employer may deny a salary increment to a part-time employee if it is satisfied that the part-time employee is not performing satisfactorily the duties of the position assigned. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.

Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time employee's next anniversary date and the part-time employee's salary increment date shall be retained.

- (c) Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.
- (d) Prenatal teachers will be paid for four (4) hours per class.

Article 32	<u>Employee Performance Review</u>
Article 37	<u>Legal Protection</u>
Article 39	<u>Professional Ethics</u>
Article 41	<u>Arbitration Respecting Interest Disputes</u>
Article 43	<u>Occupational Health & Safety</u>
Appendix B	<u>Salaries</u>

Letters of Understanding:

- a) Dues List
- b) Alternate Dispute Resolution Process

36.03 Employees Hired on a Casual Basis

Casual employees are employees who do not regularly work a predetermined schedule but are used on a relief or replacement basis or to cover unforeseen circumstances and usually on short-notice basis.

The following provisions shall apply to employees hired on a casual basis:

Preamble

Article 1 Scope and Recognition

Article 2 Reports and Recommendations

Article 3 Management Rights

Article 5 No Discrimination

Article 8 Annual Leave

Casual employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).

Article 10 Bereavement Leave

(a) Immediate Family

Upon the death of a member of the immediate family, of an employee, such employee as defined in Section 10.01 (a) shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these five (5) calendar days.

(b) Other Family Members

Upon the death of other family members, of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next

follow the date of death, and the employee shall be paid at regular rate for such working days that were scheduled for the employee during these three (3) calendar days.

Article 18 Time Off for Voting

Article 19 Grievance Procedure

Article 20 Arbitration Procedure - Rights Dispute

Article 21 Insurance Plans

Upon completion of the six (6) calendar month waiting period from date of hire, such employee shall have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S. Casual employees who enroll in O.M.E.R.S, subject to meeting the eligibility criteria of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 $\frac{3}{4}$) percent.

Article 22 Institute Fees

Institute fees to be deducted shall be determined by the Institute.

Article 27 Vehicle Expenses

- (a) When an employee is required by the Employer to drive a personally owned or leased vehicle in the usual course of his/her employment, the Employer shall reimburse the employee for all kilometers driven on the Employer's business at the rate of 42.7 cents/km.
- (b) When an employee is required by the Employer to travel outside the boundaries of the City of Ottawa and is required to use his/her own vehicle, the Employer shall reimburse the employee for all kilometers driven on the Employer's business at the rate of 40.4 cents/km.
- (c) Parking expenses incurred in the course of work-related vehicle usage shall be fully reimbursed.

Article 28

Salary Administration

- (a) Casual employees shall be paid for hours worked at an hourly rate of pay in the range of rate for their classification. Except as provided in the following two paragraphs of this article, casual employees at one of the classification levels specified in one of the salary schedules of this agreement performing the duties of this position satisfactorily for a period of 1,700 compensated hours shall be granted salary increments on completion of the aforementioned 1,700 compensated hours until reaching the maximum rate in the scale of rates for the classification level to which the employee is appointed. The calculation for determining the total number of hours worked per year shall be an employee's annual compensated hours plus vacation pay divided by his/her hourly rate.

- (b) The Employer may deny a salary increment to a casual employee if it is satisfied that the casual employee is not performing satisfactorily the duties of the position assigned. Where the Employer intends to deny a salary increment from a casual employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the casual employee, give the employee the reason for the denial in writing.

Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the casual employee's next anniversary date and the casual employee's salary increment date shall be retained.

- (c) Casual employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.

Article 32

Employee Performance Review

Article 37

Legal Protection

Article 39

Professional Ethics

Article 41 Arbitration Respecting Interest Disputes

Article 43 Occupational Health & Safety

Appendix B Salaries

Letters of Understanding:

- a) Dues List
- b) Alternate Dispute Resolution Process

Except where otherwise specified, the above language incorporates all provisions of Article 36 – Categories of Employees.

ARTICLE 37

LEGAL PROTECTION

- 37.01 The Employer shall provide legal protection and indemnity for members of the Institute as follows:
- (a) The Employer shall provide to all Institute Members a corporate-sponsored indemnity and defense for civil damages and awards of costs in any situation for events rising out of the scope of the Institute Member's authority or within the course of the institute Member's employment.
 - (b) Where an Institute Member faces criminal or quasi-criminal liability for events arising out of the proper exercise of the Institute member's duties or within the scope of the Institute Member's employment, legal protection and indemnity, including indemnity for criminal fines, will be provided in the event a charge is laid or an investigation is commenced or anticipated.
 - (c) Where a civil claim is brought against both the Employer and an individual Institute Member, the Employer will arrange for one Solicitor to represent all defendants unless a conflict of interest is apparent to the City Solicitor in which case, separate legal representation will be provided at the Employer's expense.
 - (d) The provision of the legal indemnity and defense as provided in (a), (b) and (c) above is conditional upon the Institute Member doing no act which might prejudice the proper defense of a claim against the Employer by the Employer.

ARTICLE 38

WORKPLACE SAFETY AND INSURANCE

38.01 Medical Care and Treatment

Employees who are absent from duty as a result of personal illness or injury arising from employment within the meaning of the *Workplace Safety and Insurance Act* (WSIA) shall be provided with medical care and treatment as provided in the Act.

38.02 Medical Certificate Requirement

Employees who are absent from duty as a result of a work related accident may be required to produce any medical certificate necessary within the first ten (10) working days of absence. It may be necessary to renew such certificates every twenty (20) working days thereafter unless the Employer is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.

38.03 Entitlement

Employees who suffer a personal illness or injury arising out of and in the course of employment within the meaning of the *Workplace Safety and Insurance Act* shall be entitled to the following:

(a) Salary

Payment of salary or earnings by the Employer to the maximum allowable under the *Workplace Safety and Insurance Act* from the date of disability. The Employer shall also pay to employees, where applicable, the difference between the maximum allowable under the Act and the actual amount equal to seventy-five percent (75%) of the employees' salary as set out in the Salary Schedules. It is recognized that this top-up is a taxable benefit and that this top-up only applies in respect to the actual duration of the approved claim to a maximum of one year. During the applicable payment period, this top-up will be discontinued if the *Workplace Safety and Insurance Board* (WSIB) reduces or terminates benefits or initiates a supplementary benefit or other payments. 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. At the end of one year, should the employee remain on WSIB benefits, the employee will be transferred to direct payment by the WSIB. The WSIB will make payments according to the WSIA and all direct payments by the Employer will cease. Where a claim has been disallowed or discontinued by the WSIB all payments made by the Employer will be

recovered from the employee's Income Protection Plan or from the employee if the employee's application for Income Protection Plan benefits is disallowed. The City 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 overpayments made to the employees.

(b) Benefits

In any month in which employees are on Workplace Safety and Insurance Benefits for ten (10) or more working days, the Employer shall pay on behalf of the employee, for one year, the full payment of premiums for the following plans in which such employees are enrolled:

- i) pension
- ii) health plans as specified in the collective agreement
- iii) basic group life insurance
- iv) long term disability

After one (1) year, the employee will pay premium costs for the above mentioned plans on the same cost-sharing basis as active employees.

(c) Annual Leave

An employee absent from work on Workplace Safety and Insurance benefits shall only continue to earn/accumulate annual leave credits for the first three (3) months of such absence.

38.04 Return from Workplace Safety and Insurance Benefits to Full Duties

An employee who returns to full and regular duties shall be returned to a position equal to that held prior to the compensable injury, and the entitlement specified in Section 38.03 shall cease.

38.05 Employer shall Attempt to Place Workers

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 as the employee was doing at the salary he or she was receiving prior to the accident. In the event that the Employer cannot place the employee at his or her former work, the employee shall receive the salary of the job performed.

38.06 Employee Right to Award for Injury

An employee is entitled to any lump sum or permanent award of the Workplace Safety and Insurance Board for a past injury, and such award shall not reduce the salary paid to the employee for the work performed.

38.07 Benefits Payable Upon Termination

All benefits due to an employee shall be paid prior to termination.

38.08 If Workplace Safety and Insurance Becomes Taxable

In the event the Workplace Safety and Insurance Benefits should become taxed as normal income, the Employer and the Institute agree that employees receiving Workplace Safety and Insurance Benefits shall not receive less than normal salary or wages. The details of such rearrangement shall be negotiated between the Institute and the Employer at the time of such change in the legislation.

38.09 Employer payments under Section 38.03 (a) made prior to a decision by the WSIB will not exceed the Income Protection Plan entitlements for the employee.

ARTICLE 39

PROFESSIONAL ETHICS

39.01 The parties recognize that members of certain professional groups are subject to a professional code of ethics and it is understood that these employees will perform the duties of their positions in a manner consistent with such professional ethics.

ARTICLE 40

ALTERNATIVE WORK ARRANGEMENTS

40.01 Employees shall have the opportunity to consider alternative work arrangements such as reduced work arrangement and job sharing in accordance with the terms set out below and the parties agree to consult as required regarding the application and implementation of these alternative options as part of their joint commitment to promote these beneficial workplace alternatives.

The approval, denial or termination of an alternate work arrangement by the Employer shall not be a grievable matter and thereby is not subject to Articles 19 & 20 of the collective agreement.

40.02 Reduced Work Arrangements

- (a) Subject to operational requirements, the Employer will consider employee proposals for reduced work arrangements whereby employees can work 80% of the weekly hours of work of a comparable full time position.
- (b) All reduced work arrangements shall be subject to approval of the Employer and the Institute and must be confirmed in writing to the employee requesting such an arrangement prior to the commencement of such reduced work.
- (c) All reduced work arrangements shall be renewable annually but the parties make no commitment that the arrangement will be renewed.
- (d) The terms and conditions of the collective agreement applicable to full time employees shall apply except as hereafter modified:
 - i) Leaves - all leave entitlements, except bereavement, shall be pro-rated to reflect the employee's weekly hours of work under the reduced arrangement in relation to the normal full time hours of work. Bereavement leave is not pro-rated and employees remain entitled to the number of days as described in Article 10 based on their reduced daily entitlement;
 - ii) OMERS - The Employer and the employee contributions are reduced to reflect the modified earnings of the employee. All other pension contributions are in accordance with the OMERS rules;
 - iii) Insured Benefits - The Employer shall continue to share the cost of benefit programs as described in Article 21. All insured benefits shall remain unchanged except for Long Term Disability which will be reduced to reflect the employee's reduced earnings;
 - iv) Service - service for the purposes of increments shall continue to accrue without modification during the arrangement

40.03 Job Share

- (a) Subject to operational requirements, the Employer is prepared to consider employee proposals for job share arrangements whereby two employees can be permitted to share the work of one permanent full time position.

- (b) All job share arrangements shall be subject to approval of the Employer and the Institute and must be confirmed in writing prior to the commencement of such a shared arrangement.
- (c) All job share arrangements are renewable annually but the parties make no commitment that the job share arrangements will be renewed.
- (d) Employees wishing to share the work of another employee must have the ability to perform the duties of the job they are proposing to share.
- (e) The position of the job sharing partner left vacant shall be filled in accordance with the terms of the collective agreement recognizing the job share employee's right to return to that position at the expiration or termination of the job share arrangement.
- (f) All other employees temporarily transferred, promoted, acting or hired as a result of the job share arrangement shall return to their former positions or status upon the expiration or termination of the job share.
- (g) Where a party to a job share arrangement wishes to terminate the arrangement prior to the expiration date, the employee shall provide his or her job share partner, the Employer and the Institute with as much notice as possible (in advance) but not less than thirty (30) days notice. The Employer 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 Institute.
- (h) Employee will accumulate service for purposes of increments in accordance with the part time provisions.
- (i) If the job sharing arrangement is satisfactory to both parties and has continued for two (2) years, the Employer may consult with the Institute for the purpose of implementing such arrangement on a permanent basis.

Upon determination that the job sharing arrangement shall be a permanent arrangement, the temporary position created as a result of the original trial job share shall be advertised and filled in accordance with the provisions of the collective agreement.

- (j) The job shares will be considered as regular part time employees and all entitlements shall be in accordance with the part time provisions of the collective agreement – subsection 36.01 (b)(ii).

ARTICLE 41

ARBITRATION RESPECTING INTEREST DISPUTES

41.01 Serving Notice to Arbitrate

If, following notification of the desire to seek amendments of a new agreement, the parties have failed to reach a satisfactory agreement, either party may demand that matters still in disagreement be submitted to arbitration and shall give notice in writing to the other party detailing the points still at issue.

41.02 Make-up of Board

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

41.03 Selection of Board

The party demanding that the matters still in disagreement be submitted to arbitration shall provide the other party with the name of its appointee to the Board of Arbitration in the notice given in accordance with Section 41.01. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair.

41.04 Ministerial Appointment of Chair

If the recipient of the notice fails to appoint a member, or if the two appointees fail to agree upon a Chair within the time limits prescribed in Section 41.03, either of the members may, on not less than two (2) days notice in writing to the other member, apply to the Minister of Labour of Ontario to make the appointment.

41.05 Final and Binding Decision

The decision of the Board of Arbitration shall be final and binding upon the parties. The Board's jurisdiction shall be limited to consideration of those matters identified by the parties in the bargaining process and which are identified as still in disagreement at completion of conciliation.

41.06 Cost of the Board

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

ARTICLE 42

PROFESSIONAL FEES

42.01 The cost of maintaining a professional designation in a professional association, exclusive of insurance, shall be reimbursed to members of CIPP in accordance with the following conditions:

- (a) such membership is a condition of employment,
- (b) members are required to maintain a current license or membership to legally carry out their duties to continue practising in that profession.

Effective next re-issue date following date of ratification of the collective agreement

ARTICLE 43

OCCUPATIONAL HEALTH & SAFETY

43.01 The parties are committed to upholding the most stringent principles with respect to Occupational Health and Safety. The Institute supports the Employer in its provision of 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 Institute representation, shall review the City's training and education programs on an ongoing basis to ensure that they are satisfactory.

ARTICLE 44

ARMED FORCES SUMMER CAMP

44.01 The Employer shall grant one (1) week's leave with pay to any employee who has completed one (1) year of continuous employment to enable the employee to attend a Canadian Armed Forces Reserve Summer Camp, upon production of satisfactory evidence from military authorities that the employee did attend. This provision is in addition to any annual leave as provided in Article 8 of this agreement.

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

ARTICLE 45

HOMES FOR THE AGED

45.01 Continuous Full-Time Nurses

All full-time provisions of the agreement apply with the following exceptions:

Article 6 – Hours of Work

(a) Standard Day

The standard day as referred to in this agreement shall consist of three (3) shifts for all nurses covered by this agreement and shall be defined as a twenty-four (24) hour period beginning at:

2300 - 0700 Night Shift
0700 - 1500 Day Shift
1500 - 2300 Evening Shift

(i) A full shift shall consist of seven and one-half hours of work exclusive of meal period. An unpaid meal period of thirty (30) minutes shall be scheduled during a nurse's shift provided such shift is in excess of five (5) hours.

- (ii) A meal period of one-half hour shall be scheduled away from the floor during a nurse's shift, whether day, evening or night. Should a nurse be recalled to duty during her/his meal period, additional time shall be provided later in the shift to compensate for the time she/he was recalled.
- (iii) During each full shift, there shall be provided two fifteen-minute rest periods.

(b) Scheduling

Notwithstanding the normal scheduling practices set out above, the parties acknowledge that nurses in the Homes for the Aged are subject to a different scheduling practice due to the service requirements of residents and as a result may be scheduled:

- i) to work 7 ½ hours per day and either 37 ½ hours per week or an average of 37 ½ hours per week in every four (4) week period; and
- ii) to receive two (2) days of rest per week or an average of two (2) days off per week on the condition that they receive Saturday and Sunday as their days of rest twice in each four (4) week cycle.
- iii) If a nurse is required to work in excess of two (2) weekends (Saturday and Sunday) within a four (4) week cycle, he/she shall be compensated at the rate of time and one-half (1 ½) for each hour worked on Saturday and/or Sunday unless mutually agreed between the Employer and the employee.

(c) Scheduling Regulations

- i) At least twenty-four (24) hours time off shall be scheduled when a shift is changed, unless the nurse agrees to a shorter period of time. In the event the nurse is required to work within the twenty-four hour period, the nurse shall be compensated by an additional three (3) hours pay in addition to her/his regular pay.
- ii) Before any change is made to standard day or a different shift operation is considered, there will be prior notice and discussion with the Institute.

- iii) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) consecutive days off at Christmas or New Year's. Time off at Christmas shall include December 25 and time off at New Year's shall include January 1.

Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.

Article 7 – Overtime and Premiums

Nurses in the Homes for the Aged may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately following a regularly scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.

Call Back

When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.

Article 23 - Organizational Change

All the provisions of Article 23 will apply, with the following addition.

Should an employee be priority placed in a position at a HFTA other than the location and shift of the position that was declared redundant, the employee shall have priority placement rights to the first vacancy at the HFTA in the same shift and in the same category of employment (i.e. full time, part-time) in which her/his substantive position was declared redundant. This right is limited to a period of one (1) year from the date of redundancy.

Appendix B - Salaries

Salary Administration

1) Shift Differential

A nurse shall be paid a shift premium of 90 cents (\$0.90) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.

2) Replacement Allowance

When a registered nurse is designated to replace the evening or night supervisor or is designated as the nurse in charge of the facility, she/he shall be paid a responsibility allowance of one dollar and fifty cents (\$1.50) per hour in addition to her/his regular salary and shift differential.

3) Responsibility Allowance

Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non assignment of any additional staff to the unit, she/he shall be paid a responsibility allowance in the amount of one dollar and twenty cents (\$1.20) per hour.

45.02 Permanent Part-Time Nurses

Provisions of Section 36.01 (b) of the collective agreement apply to permanent part-time nurses in Homes for the Aged except as provided below:

The following provisions shall apply to employees hired on a continuous part-time basis:

- (1) Defined as regularly scheduled work of twenty-four (24) hours or less for a continuous period.
- (2) The regular part-time commitment shall include the following conditions:
 - (i) must be prepared to work at least one weekend in two;
 - (ii) must be prepared to work at least two shifts a week and must be prepared to work an additional shift if required;
 - (iii) must be prepared to work during the period over Christmas and New Year's including Christmas or New Year's Day.

Article 6 – Hours of Work

(a) Standard Day

The standard day as referred to in this agreement shall consist of three (3) shifts for all nurses covered by this agreement and shall be defined as a twenty-four (24) hour period beginning at:

2300 - 0700 Night Shift

0700 - 1500 Day Shift

1500 - 2300 Evening Shift

- (i) A full shift shall consist of seven and one-half hours of work exclusive of meal period. An unpaid meal period of thirty (30) minutes shall be scheduled during a nurse's shift provided such shift is in excess of five (5) hours.
- (ii) A meal period of one-half hour shall be scheduled away from the floor during a nurse's shift, whether day, evening or night. Should a nurse be recalled to duty during her/his meal period, additional time shall be provided later in the shift to compensate for the time she/he was recalled
- (iii) During each full shift, there shall be provided two fifteen-minute rest periods.

(b) Scheduling Regulations

- (i) Regular part-time nurses will not be scheduled on successive weekends, unless the nurse has indicated a desire to work such schedule.
- (ii) Once the schedule has been established, there will be no re-arrangement of said schedule except by mutual agreement or in emergency situations.
- (iii) At least twenty-four hours time off shall be scheduled when a shift is changed, unless the nurse agrees to a shorter period of time. In the event the nurse is required to work within the twenty-four (24) hour period, the nurse shall be compensated by an additional three (3) hours pay in addition to her/his regular pay.
- (iv) A nurse reporting for work on a regular shift of four (4) hours or more shall be paid her/his regular rate of pay for the period worked, with a minimum of four (4) hours pay for the shift.

- (v) Before any change is made to standard day or a different shift operation is considered, there will be prior notice and discussion with the Institute.
- (vi) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) continuous days off at Christmas or New Year's. Time off at Christmas shall include December 25 and time off at New Year's shall include January 1.

Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.

- (vii) When it is known in advance that there will be extra available shifts during the next two (2) week period, such extra shifts will first be offered to permanent part-time nurses. Such additional scheduling shall not result in a change of status for the employee.

Article 7 – Overtime and Premiums

- (a) Nurses in the Homes for the Aged may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately following a regularly scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.
- (b) When a shift schedule is changed without twenty-four (24) hours notice of the next scheduled reporting time, the nurse shall be paid an additional three (3) hours pay if required to work within twenty-four (24) hours of the changed schedule.
- (c) Time and one-half shall be paid for all work performed after working seven (7) consecutive calendar days without two (2) days off until such days are granted.

(d) Call Back Provisions - Permanent Part-Time Nurses

When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.

Article 8 - Annual Leave

For the purpose of vacation entitlement, length of continuous service shall mean combined service with the Employer provided there has been no break in service; 1500 worked hours shall equal one (1) year of service.

Article 16 - Statutory Holidays

- (a) Employees shall be paid 4.4% of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16.
- (b) Any employee authorized to work on the holiday shall be compensated at one and one half (1 1/2) times for each hour so worked in addition to the pay for the holiday.
- (c) A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.
- (d) If it is known in advance that additional part-time staffing will be needed on a statutory holiday falling on a Monday and if required and mutually agreeable, regular part-time nurses scheduled to work on the Saturday and Sunday immediately preceding the holiday shall be given preference for scheduling on the holiday Monday.

Article 21 – Insurance Plans

Benefit entitlement shall be as follow, with the noted exception as outlined in Letter of Understanding number 5:

- a) Employees regularly scheduled to work less than fourteen (14) hours per week shall have, after a six (6) calendar month waiting period from date of hire, 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S. Part time employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 $\frac{3}{4}$) percent.

- b) Employees regularly scheduled to work fourteen (14) hours per week up to and including twenty-four (24) hours per week, after a six (6) calendar month waiting period from date of hire, shall either:
 - i) receive 8% in lieu of benefits or,
 - ii) opt for enrollment in the benefit plan (extended health, semi private, dental, group life and accidental death and dismemberment) with the Employer paying on their behalf 50% of what it contributes for a full-time employee in the same plans. Employees opting for such enrolment will receive two and three quarters (2 $\frac{3}{4}$) percent of their regular pay in lieu of entitlement to I.P.P., L.T.D.I. and O.M.E.R.S.

Where the employee selects to enroll in O.M.E.R.S., he/she will not receive the two and three quarters (2 $\frac{3}{4}$) percent of his/her regular pay in lieu of entitlement to I.P.P., L.T.D.I. and O.M.E.R.S.

O.M.E.R.S. enrolment is subject to meeting the enrolment criteria.

Once having opted for the choice, the employee must stay with such choice, except in extenuating circumstances as determined by the Employer.

Article 23 –Organizational Change

All the provisions of Article 23 will apply, with the following addition.

- (a) Should an employee be priority placed in a position at a HFTA other than the location and shift of the position that was declared redundant, the employee shall have priority placement rights to the first vacancy at the HFTA in the same shift and in the same category of employment (i.e. full time, part-time) in which her/his substantive position was declared redundant. This right is limited to a period of one (1) year from the date of redundancy.
- (b) A month's pay shall be determined by taking the average hours worked per month in the six (6) months immediately preceding the employee's last day of work

Salary Administration

1) Shift Differential

A nurse shall be paid a shift premium of ninety cents (\$0.90) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.

2) Replacement Allowance

When a registered nurse is designated to replace the evening or night supervisor or is designated as the nurse in charge of the facility, she/he shall be paid a responsibility allowance of one dollar and fifty cents (\$1.50) per hour in addition to her/his regular salary and shift differential.

3) Responsibility Allowance

Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non assignment of any additional staff to the unit, he/she shall be paid a responsibility allowance in the amount of one dollar and twenty cents (\$1.20) per hour.

4) Part-time nurses shall progress in the salary scale on the basis of hours worked (1500 hours constitute one year).

5) The Employer may deny a salary increment to a part-time employee if it is satisfied that the part-time employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.

6) Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time employee's next anniversary date and the part-time employee's salary increment date shall be retained.

7) Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.

45.03 Casual Nurses

Provisions of Section 36.03 of the collective agreement apply to casual nurses in Homes for the Aged except as provided below:

A casual nurse is one who does not regularly work a predetermined schedule but is used on relief or to cover unforeseen circumstances and usually on a short-notice basis.

The casual nurse:

- i) shall declare every two weeks availability or non-availability for work on specified days of the next two week period;
- ii) is a nurse who declared her/his self available for any shift and later becomes unavailable for work shall notify the Employer twenty-four (24) hours prior to the commencement of the scheduled shift, except in extenuating circumstances;
- (iii) is expected to be available to work during the period over Christmas and New Year's including Christmas and New Year's Day;
- (iv) is expected to be available to work on weekends.

Article 8 - Annual Leave

For the purpose of vacation entitlement, length of continuous service shall mean combined service with the Employer provided there has been no break in service; 1500 worked hours shall equal one (1) year of service.

Article 10 – Bereavement Leave

Applicable only if the employee was pre-scheduled to work on the day(s) in question.

Article 16 – Statutory and Declared Holidays

An employee authorized to work on any of the Holidays, as set out in Section 16.01 shall be paid at the rate of one and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday in addition to the compensation provided in a) above.

Article 21 – Insurance Plan

Benefit entitlement shall be as follow, with the noted exception as outlined in Letter of Understanding number 5.

Upon completion of the six (6) calendar month waiting period from date of hire, such employee shall have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S. Casual employees who enroll in O.M.E.R.S, subject to meeting the eligibility criteria of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 $\frac{3}{4}$) percent.

Article 24 –Probation

A casual nurse who is successful in a competition for a permanent position will be credited with hours worked as a casual nurse for purposes of completing the probationary period provided there is no break in service with the Employer.

ARTICLE 46

EMERGENCY MEDICAL SERVICES BRANCH (EMS)

All EMS 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.

46.01 On Call

See Article 7 of collective agreement.

46.02 Shift Premium

The shift premium for employees in EMS will mirror the entitlement for Paramedics awarded by the Interest Arbitrator for the 2001 collective agreement between the City of Ottawa and CUPE 503. The premium awarded will be applicable as of the arbitration decision date.

46.03 Dry Cleaning

The uniform cleaning allowance for employees in EMS will mirror the entitlement for Paramedics awarded by the Interest Arbitrator for the 2001 collective agreement between the City of Ottawa and CUPE 503. The uniform cleaning allowance awarded will be applicable as of the arbitration decision date

ARTICLE 47

PAY NOTES

47.01 Wage Increases

- a) 2001 – 3.6 % lump sum increase based on the employee's 2001 T4 earnings for work performed as a member of the CIPP bargaining unit. This lump sum is to be pensionable.
- b) 2002 – 3.6 % lump sum increase based on the employee's 2001 T-4 earning for work performed as a member of the CIPP bargaining unit. This lump sum is to be pensionable.
- c) Effective December 31, 2002, 5% base rate adjustment on the former Regional Municipality of Ottawa Carleton salary schedule.
- d) Effective January 1, 2003, salary harmonization to the Regions Rates.
- e) Effective January 1, 2003, economic increase of 2.5%.
- f) Effective January 1, 2003, addition of step 6 to the pay range equivalent to 104% of step 5.

47.02 Eligibility to Step 6 of Pay Range

Employees who have been at the maximum of the range for at least 12 months as of January 1, 2003 will be eligible to receive the new maximum of the range on their next anniversary date.

47.03 Hourly Rates

Hourly rates of pay will be rounded to the third decimal point.

47.04 Harmonization

All former pay schedules shall expire on December 31, 2002. Effective December 31, 2002, the former Regional Municipality of Ottawa Carleton salary schedule will become the effective salary schedule for all employees covered by the collective agreement.

47.05 Placement in Salary Range upon Harmonization

Placement in the salary range shall be at the step closest to but not less than the employee's rate of pay on harmonization day.

Where an employee's salary rate exceeds the maximum of the range for his classification level in the new rate structure, he/she shall maintain his/her existing rate of pay (i.e. be red circled) as long as the employee remains within the position held at the date of signing of the collective agreement and until such time as the rate of pay in the new salary schedule for the position he/she holds becomes equal to or higher than his/her existing rate of pay.

47.06 Eligibility for Economic Increases and Harmonization

All employees in the CIPP bargaining unit who are on the active payroll as of date of ratification of the collective agreement will be eligible for the economic increases and harmonization. Employees who have left the employ of the City of Ottawa or have transferred outside the CIPP bargaining unit since January 1, 2001 will have ninety (90) days from the date of ratification to submit a claim for retroactivity.

47.07 Red Circled Employees

During the life of the collective agreement (i.e. 3 years) employee's whose salary rate exceeds the maximum of the range shall receive (fifty) 50% of the January 1, 2003 economic increase. These employees shall also be entitled to receive the 2001 and 2002 lump sum amounts.

Signed at Ottawa, Ontario this _____ day of _____ 2003

THE CITY OF OTTAWA

Mayor

City Clerk

THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

APPENDIX A

CIPP SALARY SCHEDULE - NEW CITY OF OTTAWA

EFFECTIVE JANUARY 1, 2003

(Based on 35 hours per week)

	1	2	3	4	5	6
PAY GRADE 1						
Annual	\$42,396.90	\$44,087.68	\$45,862.18	\$47,716.76	\$49,607.74	\$51,591.54
Bi-weekly	\$1,630.65	\$1,695.68	\$1,763.93	\$1,835.26	\$1,907.99	\$1,984.29
TO: Hourly	23.295	24.224	25.199	26.218	27.257	28.347
FROM: Hourly	21.645	22.508	23.413	24.361	25.326	
PAY GRADE 2						
Annual	\$45,368.96	\$47,178.04	\$49,072.66	\$51,054.64	\$53,080.30	\$55,204.24
Bi-weekly	\$1,744.96	\$1,814.54	\$1,887.41	\$1,963.64	\$2,041.55	\$2,123.24
TO: Hourly	24.928	25.922	26.963	28.052	29.165	30.332
FROM: Hourly	23.162	24.086	25.052	26.065	27.099	
PAY GRADE 3						
Annual	\$48,543.04	\$50,477.70	\$52,508.82	\$54,630.94	\$56,793.10	\$59,064.46
Bi-weekly	\$1,867.04	\$1,941.45	\$2,019.57	\$2,101.19	\$2,184.35	\$2,271.71
TO: Hourly	26.672	27.735	28.851	30.017	31.205	32.453
FROM: Hourly	24.782	25.770	26.807	27.890	28.994	
PAY GRADE 4						
Annual	\$51,940.98	\$54,012.14	\$56,181.58	\$58,451.12	\$60,767.98	\$63,199.50
Bi-weekly	\$1,997.73	\$2,077.39	\$2,160.83	\$2,248.12	\$2,337.23	\$2,430.75
TO: Hourly	28.539	29.677	30.869	32.116	33.389	34.725
FROM: Hourly	26.517	27.574	28.682	29.841	31.024	
PAY GRADE 5						
Annual	\$56,663.88	\$58,927.96	\$61,295.78	\$63,774.62	\$66,297.14	\$68,948.88
Bi-weekly	\$2,179.38	\$2,266.46	\$2,357.53	\$2,452.87	\$2,549.89	\$2,651.88
TO: Hourly	31.134	32.378	33.679	35.041	36.427	37.884
FROM: Hourly	28.929	30.084	31.293	32.558	33.847	
PAY GRADE 6						
Annual	\$61,825.40	\$64,291.50	\$66,870.44	\$69,578.60	\$72,334.08	\$75,227.88
Bi-weekly	\$2,377.90	\$2,472.75	\$2,571.94	\$2,676.10	\$2,782.08	\$2,893.38
TO: Hourly	33.970	35.325	36.742	38.230	39.744	41.334
FROM: Hourly	31.563	32.822	34.139	35.522	36.929	
PAY GRADE 7						
Annual	\$69,489.42	\$72,261.28	\$75,166.00	\$78,207.22	\$81,303.04	\$84,555.38
Bi-weekly	\$2,672.67	\$2,779.28	\$2,891.00	\$3,007.97	\$3,127.04	\$3,252.13
TO: Hourly	38.181	39.704	41.300	42.971	44.672	46.459
FROM: Hourly	35.476	36.891	38.374	39.927	41.507	

APPENDIX A

CIPP SALARY SCHEDULE - NEW CITY OF OTTAWA

EFFECTIVE JANUARY 1, 2003

(Based on 37.5 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$52,010.40	\$54,083.38	\$56,259.58	\$58,533.28	\$60,849.88	\$63,283.48
Bi-weekly	\$2,000.40	\$2,080.13	\$2,163.83	\$2,251.28	\$2,340.38	\$2,433.98
TO: Hourly	26.672	27.735	28.851	30.017	31.205	32.453
FROM: Hourly	24.782	25.770	26.807	27.890	28.994	
PAY GRADE 4						
Annual	\$55,651.18	\$57,870.28	\$60,194.68	\$62,626.20	\$65,108.68	\$67,713.88
Bi-weekly	\$2,140.43	\$2,225.78	\$2,315.18	\$2,408.70	\$2,504.18	\$2,604.38
TO: Hourly	28.539	29.677	30.869	32.116	33.389	34.725
FROM: Hourly	26.517	27.574	28.682	29.841	31.024	

(Based on 40 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$55,477.76	\$57,688.80	\$60,010.08	\$62,435.36	\$64,906.40	\$67,502.24
Bi-weekly	\$2,133.76	\$2,218.80	\$2,308.08	\$2,401.36	\$2,496.40	\$2,596.24
TO: Hourly	26.672	27.735	28.851	30.017	31.205	32.453
FROM: Hourly	24.782	25.770	26.807	27.890	28.994	
PAY GRADE 4						
Annual	\$59,361.12	\$61,728.16	\$64,207.52	\$66,801.28	\$69,449.12	\$72,228.00
Bi-weekly	\$2,283.12	\$2,374.16	\$2,469.52	\$2,569.28	\$2,671.12	\$2,778.00
TO: Hourly	28.539	29.677	30.869	32.116	33.389	34.725
FROM: Hourly	26.517	27.574	28.682	29.841	31.024	
PAY GRADE 5						
Annual	\$64,758.72	\$67,346.24	\$70,052.32	\$72,885.28	\$75,768.16	\$78,798.72
Bi-weekly	\$2,490.72	\$2,590.24	\$2,694.32	\$2,803.28	\$2,914.16	\$3,030.72
TO: Hourly	31.134	32.378	33.679	35.041	36.427	37.884
FROM: Hourly	28.929	30.084	31.293	32.558	33.847	

APPENDIX A

CIPP SALARY SCHEDULE - NEW CITY OF OTTAWA

EFFECTIVE JANUARY 1, 2003

(Based on 42 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$58,251.70	\$60,573.24	\$63,010.48	\$65,557.18	\$68,151.72	\$70,877.30
Bi-weekly	\$2,240.45	\$2,329.74	\$2,423.48	\$2,521.43	\$2,621.22	\$2,726.05
TO: Hourly	26.672	27.735	28.851	30.017	31.205	32.453
FROM: Hourly	24.782	25.770	26.807	27.890	28.994	
PAY GRADE 4						
Annual	\$62,329.28	\$64,814.62	\$67,418.00	\$70,141.24	\$72,921.68	\$75,839.40
Bi-weekly	\$2,397.28	\$2,492.87	\$2,593.00	\$2,697.74	\$2,804.68	\$2,916.90
TO: Hourly	28.539	29.677	30.869	32.116	33.389	34.725
FROM: Hourly	26.517	27.574	28.682	29.841	31.024	
PAY GRADE 5						
Annual	\$67,996.76	\$70,713.50	\$73,555.04	\$76,529.44	\$79,556.62	\$82,738.76
Bi-weekly	\$2,615.26	\$2,719.75	\$2,829.04	\$2,943.44	\$3,059.87	\$3,182.26
TO: Hourly	31.134	32.378	33.679	35.041	36.427	37.884
FROM: Hourly	28.929	30.084	31.293	32.558	33.847	

LETTER OF UNDERSTANDING #1

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Overtime

The Parties agree that employees who were covered by the former RMO Health Collective Agreement expired December 31, 2000 as of the date of ratification of this collective agreement will continue to have overtime entitlement as noted below:

An employee who works overtime shall be credited with one and a half (1½) hour of compensatory leave or pay for each hour worked in excess of thirty-five (35) hours per week.

Dated in Ottawa, Ontario this 14th day of November, 2002

"original signed by Sheila Stanislowski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Call Back

The Parties agree that employees who were covered by the former RMOC Health Collective Agreement expired on December 31, 2000 as of the date of ratification of this collective agreement will continue to have call back entitlement as noted below:

When an employee is called back to work by the Employer at any time outside the employee's normal working hours, the employee shall earn compensatory leave credits or compensation at the rate of one and one-half (1 ½) hours for each hour of overtime worked, or a minimum of three (3) hours, whichever is greater. When the employee has completed her/his daily schedule of work and has left the premises of the Employer, and is subsequently required to work overtime, such overtime shall be calculated portal to portal.

Dated in Ottawa, Ontario this 14th day of November, 2002

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Vacation Leave

1. Employees covered by the former Regional Municipality of Ottawa Carleton (RMOC) Health Collective Agreement

The parties agree that employees who were covered by the former RMOC Health Collective Agreement as of the date of ratification of this collective agreement will continue to accrue vacation and advance through the vacation plateaus as per Section 6.01 of the RMOC (Health) Collective Agreement expired December 31, 2000.

2. Nurses and Social Workers in Homes for the Aged covered by the former Regional Municipality of Ottawa Carleton (RMOC) Collective Agreement

The parties agree that Nurses and Social Workers in Homes for the Aged who were covered by the former RMOC collective agreement as of ratification of this collective agreement will continue to accrue vacation and advance through the vacation plateaus as per Section 6.02 of the RMOC collective agreement expired December 31, 2000.

- (e) Previous OC Transpo employees now CIPP members who enjoyed a greater vacation leave entitlement than the benefit contained in this collective agreement shall continue to enjoy that entitlement (see non-union salaried employees' terms and conditions Section 7.6).

This Letter of Understanding expires on December 31, 2018.

Dated in Ottawa, Ontario this 14th day of November, 2002

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #4

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Business Portion of Automobile Insurance

The parties agree that employees who were covered by the former RMO Health Collective Agreement expired on December 31, 2000, as of the date of ratification of this collective agreement will continue to have the business portion of automobile insurance premiums entitlement as noted below:

The business portion of automobile insurance premiums arising from the use of an automobile on the Employer's business shall be paid by the Employer upon production of a receipt from the insurance carrier. The Employer reserves the right to seek clarification on claims which appear excessive.

The additional business premium would include additional premiums arising from the fact that an employee is required within the scope of employment to provide transport to others (e.g. other employees, medical students, nursing students).

Dated in Ottawa, Ontario this 14th day of November, 2002

"original signed by Sheila Stanislowski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

**Re: Percentage in Lieu of Benefits for Part-Time
and Casual Nurses at Homes for the Aged**

The parties agree that the employees who were covered by the ONA collective agreement that expired March 31, 2000, will continue to receive the percentage in lieu that they were receiving (12 % if not enrolled in O.M.E.R.S. and 8 % if enrolled in OMERS), as long as they remain continuously employed in Homes for the Aged within the RN classification.

If any of the employees who are currently not in O.M.E.R.S. elect to join O.M.E.R.S., the percentage in lieu of benefits will be reduced to 8%.

If any of the employees who are currently in O.M.E.R.S. elect to join the benefit plan, the percentage in lieu of benefits will be reduced to 0.

If any of the employees who are currently not in O.M.E.R.S. elect to join the benefit plan, the percentage in lieu will be reduced to 4%.

Dated in Ottawa, Ontario this 14th day of November, 2002

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #6

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Enforcement Coordinators

The parties hereby agree to meet during the term of this collective agreement and discuss the hours of work requirements for the Enforcement Coordinator position.

Dated in Ottawa, Ontario this 14th day of November, 2002

"original signed by Sheila Stanislowski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #7

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Alternate Hours of Work or Compressed Work Week Arrangements

The parties agree that the hours of work provisions contained in the collective agreement are not intended to replace alternate hours of work or compressed work week arrangements.

Dated in Ottawa, Ontario this 2nd day of October, 2002

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #8

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Alternate Dispute Resolution Process

The parties agree that the key to maintaining harmonious and mutually beneficial relationships between the Employer, the Institute and the employees is the expeditious resolution of workplace disputes. To this end the parties agree that within six (6) months of the date of ratification or receipt of an Arbitrator's Interest Award for the first collective agreement between the parties, they will meet to commence the development of a trial alternate dispute resolution process (ADR).

The "terms of reference" for the ADR committee will be jointly agreed upon by the parties.

Dated in Ottawa, Ontario this 17th day of October, 2001

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #9

BETWEEN

THE

CITY OF OTTAWA

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Summer Hours

Effective date of ratification of this collective agreement, summer hours will continue to apply to all employees who were benefiting from this entitlement as of the date of ratification. Employees who were previously exempt under the CIPP and ONA collective agreements will continue to be exempt.

The hours of work for employees from the first day of June in each year that is a normal working day to the Friday prior to Labour Day shall be thirty two and one-half (32 ½) hours per week.

The parties agree that summer hours is no longer an entitlement under the collective agreement.

Dated in Ottawa, Ontario this 14th day of November, 2002

“original signed by Sheila Stanislawski”

For the Institute

“original signed by Shirley Rogers”

For the Employer

LETTER OF UNDERSTANDING #10

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Former Sick Leave Banks

The parties agree that employees who on December 18th, 2002 were covered by a former CIPP collective agreement (CIPP Health, CIPP Region and CIPP City of Ottawa) which had expired December 31, 2000 and had a sick leave bank entitlement, will retain their entitlement under the same terms and conditions of their respective collective agreement.

The parties hereby agree that there is no sick leave bank accumulation/payout entitlement under the collective agreement except as provided for above.

This letter of understanding expires on December 31, 2023

Dated in Ottawa, Ontario this 15th day of November, 2002

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Shirley Rogers"

For the Employer