

COLLECTIVE AGREEMENT

between

The Civic Institute of Professional Personnel



CIPP/IPPM

and

The City of Ottawa



*Awarded on July 3, 2005
Expiry: December 31, 2006*

(Une version française est disponible au Bureau des Services aux employés, Relations de travail)

12706(02)

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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, 2006. Unless otherwise specified in the collective agreement, all provisions become effective on the arbitration award (**July 3, 2005**).

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).

Clarification Note

"Professional" positions or positions requiring employees to have a "professional capacity" will usually but not necessarily require eligibility for membership in a professional association, (or require such credentials) and are those positions that by the nature and scope of responsibilities and contacts demanded, require an incumbent to have a certain body of specialized knowledge usually obtained through the completion of a university degree or equivalent achievement in a particular field of discipline. The positions within the union may fall into one or more of the following categories:

- (i) Developing standards, policies and strategies, making recommendations and justifying findings;
- (ii) Continuing and substantive responsibility and accountability for program design development and management;
- (iii) Providing expert professional advice, direction, service/care and/or leadership.

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

DEFINITIONS

* 4.01 Definitions

For the purpose of this collective agreement the following definitions shall be applicable:

- (a) Institute shall mean the Civic Institute of Professional Personnel of Ottawa-Carleton.
- (b) Employer shall mean the City of Ottawa.
- (c) Permanent full-time employees are defined as employees regularly scheduled to work over twenty-four (24) hours per week for a continuous period.
- (d) Permanent part-time employees are defined as employees regularly scheduled to work twenty-four (24) hours per week or **less** for a continuous period.
- (e) Temporary employees are defined as full or part-time employees hired for a temporary period to cover leave of absence situations under the agreement or for limited duration situations.
- (f) Casual employees are defined as 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.

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 the Ottawa Paramedic Service 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 the Ottawa Paramedic Service Branch

Notwithstanding the normal scheduling practices set out above, the parties acknowledge that employees in the Ottawa Paramedic Service 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

D1 **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 the Ottawa Paramedic Service Branch

Employees in the Ottawa Paramedic Service 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 compensation shall be defined as compensation 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 compensated as follows:

- 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.

Where an employee is placed on call for a shorter period than the period provided in (i) and (ii) above, the on-call Compensation shall be pro-rated accordingly.

On call compensation can either be paid out or accumulated as compensatory leave credits as outlined in article 7.05.

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 ½) 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 ½) 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 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 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) Effective January 1, 2005, 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-four (24) years of continuous employment;

Effective January 1, 2006, 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-three (23) years of continuous employment;

- * (d) Effective January 1, 2005, 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-four (24) years but less than thirty (30) years of continuous employment.

Effective January 1, 2006, 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-three (23) years but less than thirty (30) years of continuous employment.

- * (e) Effective January 1, 2005, seven (7) weeks per year which is earned at the rate of two and nine-tenths ($2 \frac{9}{10}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed thirty (30) or more years 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 **ou tstanding** 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 #9

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, the certificate signed by the medical practitioner and/or the results of an independent medical examination to a City Medical Advisor 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

- * (i) 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) working 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 Fragmenting of Leave Period

The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when an employee may request such leave not be consecutive in order to attend the matters related to bereavement and such request shall not be unreasonably denied by the Employer.

* 10.05 Bereavement Leave while on Annual Leave

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.

* 10.06 Request for Special Extension

In special circumstances where an extension of leave under this article may be required, application shall be made to the General Manager of the employee's Department or his 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 or 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;
 - * (e) parent / teacher interviews.
- 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 Manager 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 Manager of 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 Manager 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 Manager 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.

The Employer's obligation is also extended to collect and remit any required employee premiums as described in the collective agreement.

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 Premiums

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

* 21.05 Health Plan

The Employer agrees for the duration of this collective agreement to pay one hundred percent (100%) of the cost of the monthly premium for eligible employees in the following Health Plan:

* (a) Hospital: Semi-private room and board

* (b) Extended Health Plan:

- A drug benefit card with a benefit percentage of ninety percent (90%) on drugs available only by prescription, subject to a deductible of two dollars (2\$) per item and a seven dollar (7\$) maximum dispensing fee per item;

- Private duty nursing services in your home to a maximum of \$25,000 per person in any calendar year;

- Custom-made orthotics to a maximum of \$300 per person per calendar year;

- Hearing aid coverage to a maximum of \$500 per person in any 5 consecutive calendar years; and,

- Other prescribed medical supplies and services to specified maximums.

- (c) Professional Services: \$1,000 per person per calendar year, for physiotherapist, massage therapist, speech therapist, psychologist, naturopath, podiatrist, osteopath, chiropractor, chiropodist and acupuncturist.
- (d) Vision Care: Prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, up to \$300 in any two benefit years.
- (e) Emergency out-of-province or out-of country coverage: During the first sixty (60) days while traveling outside your normal province or residence to a lifetime maximum of \$1,000,000 per person.

* 21.06 Dental Plan

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

- (a) Claims will be paid in accordance with the Dental Association Fee Guide for General Practitioners used in the province of treatment. The following Fee Guide is applicable: :
- If the employee was hired before March 19, 2003 – The current Fee Guide
 - If the employee was hired after March 18, 2003 – Current Fee Guide used one (1) year before the date the claim is incurred.

(b) Supplementary basis services

Coverage will include:

Level I: 90% reimbursement for basic services

Level II: 90% reimbursement for supplementary services

Level III: 80% reimbursement for dentures

Level IV: 50% for major services

Level V: 50% reimbursement for orthodontic services

(c) Benefit Maximums

Levels I, II and III: \$1500 per person per calendar year

Levels IV: \$1500 per person per calendar year

Level V: \$2000 per person per lifetime

* 21.07 Life Insurance and Accidental Death and Dismemberment

(a) Employee Basic Life Insurance

The Employer agrees for the duration of this collective agreement to pay seventy-five percent (75%) of the cost of the monthly premium.

The benefit amount is 2.5 times the employee's annual earnings, rounded to the next higher multiple of \$1000, if not already a multiple, to a maximum of \$700,000.

(b) Employee and Spousal Optional Life Insurance

The Employer agrees to provide the option for the employee and spouse, to purchase insurance, one hundred percent (100%) paid by the employee and subject to evidence of insurability by the insurer, in

multiples of \$10,000, to a maximum of \$700,000 each. To be eligible for spousal optional life insurance, the employee must be insured for employee optional life insurance.

(c) Basic Accidental Death and Dismemberment

The Employer agrees for the duration of this collective agreement to pay one hundred percent (100%) of the cost of the monthly premium. The benefit amount is two (2) times the employee's annual earnings, rounded to the next higher multiple of \$1000, if not already a multiple, to a maximum of \$700,000.

(d) Employee or Family Voluntary Accidental Death and Dismemberment

The Employer agrees to provide the option for the employee, to purchase insurance, one hundred percent (100%) paid by the employee, in multiples of \$10,000, to a maximum of \$700,000 each.

*

21.08 Long Term Disability

- (a) 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 Plan for eligible employees.
- (b) The benefit payable to the eligible employee will be in the amount of seventy-five (75%) of the employee's monthly earnings to a maximum of \$14,000 per month.
- (c) Benefits shall commence seventeen (17) weeks after the initial date of the disability.
- (d) The cost-of-living adjustment to the Long Term Disability benefit of up to 2% per year on a cumulative basis begins on the January 1 following the first full calendar year of benefit payment.
- (e) An employee absent from work on Long Term Disability shall not earn/accumulate annual leave credits while on such leave.

*

21.09 Retiree Benefit Program

The Employer agrees to pay the following for the employee who is an eligible retiree of the City of Ottawa:

- (a) One hundred percent (100%) of the cost of the monthly premium of the Retiree Benefit Program provided the employee retires with an unreduced pension; or
- (b) Seventy-five percent (75%) of the cost of the monthly premium of the Retiree Benefit Program provided the employee retires with an actuarially reduced pension.

Details of the coverage are outlined in the Retiree Benefit Program booklet available through the City of Ottawa.

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

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 working 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 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

- (a) 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.

- * (b) The Union will be advised of the termination of a probationary employee.

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 for 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 Posting of Temporary Vacancies

Temporary vacancies of more than twelve (12) months arising from leave of absence situations, including parental leave situations or from the need for additional staff due to heavy workload situations or special projects, shall be posted in accordance with Section 25.01 above.

* **25.04** Duration of Temporary Vacancies

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 eighteen (18) months. Where the Employer's need for the individuals is further assessed and may exceed the eighteen (18) months period, the temporary employment may be extended upon mutual agreement of the parties.

ARTICLE 26

UNION MANAGEMENT CONSULTATION COMMITTEE

* 26.01 There shall be a Union Management Consultation Committee comprised of representatives of the City, one of whom shall be the Manager 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 Long Term Care facilities. 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 Acting Pay Qualifying Period

When an employee is directed to temporarily perform the full duties of a position in a classification having a higher salary range for a period of more than ten (10) continuous working days, the employee shall receive acting pay retroactive to the first day.

Acting Pay is to be calculated as established in Article 28.04.

* 28.04 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 or acting assignment will become the date for establishing future salary increments.

* (d) At the end of an acting assignment, an employee returns to his/her substantive position at the increment in the salary scale he/she would then have reached had he/she not been acting. The employee's increment date will revert to the increment date associated with his/her substantive position.

* 28.05 Salary increases while Acting

An employee who is in an acting position for one (1) year or more shall, subject to satisfactory performance, be eligible to receive an increment in the salary scale in which the employee is acting.

28.06 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.

- 28.07 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.
- 28.08 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.
- 28.09 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.
- 28.10 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 CSA approved protective footwear appropriate for the tasks to be performed 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 one hundred and twenty-five dollars (\$125.00).

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.

ARTICLE 32

EMPLOYEE PERFORMANCE E E

- * 32.01 The Employer will normally conduct a yearly performance review for each employee covered by this collective agreement.

This provision will take effect on January 1, 2005.

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 or letters of instruction 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 YEES

36.01 Applicable Collective Agreement Provisions

The provisions of the collective agreement apply to the various categories of employees as specified in the table below.

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
Preamble	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 1 – Scope and Recognition	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 2 – Reports	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Recommendations						
Art. 3 – Management Rights	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 4 – Definitions	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 5 – No Discrimination	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 6 – Hours of	Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
Work						
Art. 7 – Overtime and Premiums	Applicable	All provisions of Article 7 apply except for Section 7.04 which is modified to read as follows: <u>Call Back</u> When an employee has completed his/her regular shift and is called back after his/her regular scheduled shift, he/she shall be compensated at time and one-half with a minimum guarantee of three (3 hours) at straight time pay.	Applicable	Applicable	All provisions of Article 7 apply except for Section 7.04 which is modified to read as follows: <u>Call Back</u> When an employee has completed his/her regular shift and is called back after his/her regular scheduled shift, he/she shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.	Not Applicable
Art. 8 – Annual Leave	Applicable	Part-time employees shall receive compensation in	Applicable	Full time temporary employees shall	Part-time employees shall receive	Casual employees shall receive

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (d)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		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).		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 entitlement of a full-time employee.	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).	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 equate: to one year of service).
Art. 9 – Income Protection Plan	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 10 – Bereavement Leave	Applicable	(a) <u>Immediate Family</u> 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	Applicable	Applicable	(a) <u>Immediate Family</u> Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such	(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

<p>PERMANENT FULL-TIME (See note 1)</p> <p>36.02 (a)</p>	<p>PERMANENT PART-TIME</p> <p>36.02 (b)</p>	<p>Temporary Full- time continuously employed with the city for period in excess of two (2) years</p> <p>(See note 2)</p> <p>36.02 (c)</p>	<p>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</p> <p>36.02 (D)</p>	<p>TEMPORARY PART-TIME</p> <p>36.02 (E)</p>	<p>CASUAL</p> <p>36.02 (F)</p>
	<p>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.</p> <p>(b) <u>Other Family Members</u></p> <p>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</p>			<p>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.</p> <p>(b) <u>Other Family Members</u></p> <p>Upon the death of other family members of an employee, as defined in Section</p>	<p>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.</p> <p>(b) Other Family Members</p> <p>Upon the death of other family members of an employee, as</p>

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (d)	TEMPORARY PART-TIME 36.02 (e)	CASUAL 36.02 (f)
		the three (3) 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 three (3) calendar days.			10.03, such employee shall be entitled to bereavement leave for the three (3) 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 three (3) calendar days.	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. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these three (3) calendar days.
Art. 11 – Leave of Absence Without Pay	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 12 – Maternity and Parental Leave	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 13 – Retirement	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
Art. 14 – Special Leave	Applicable	As per the provisions of Article 14 but limited to 15 hours annually.	Applicable	Applicable	As per the provisions of Article 14 but limited to 15 hours	Not Applicable
Art. 15 – Sabbatical Leave	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 16 – Statutory and Declared Holidays	Applicable	(a) Employees shall be paid 4.4% of their regular earnings every two (2) 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	Applicable	(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	(a) Employees shall be paid 4.4% of their regular earnings every two (2) 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	Not Applicable

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (e)	36.02 (f)
		the rate of time and one-half (1 %)the employee's r egular straight time hourly rate of pay for all hours worked on such holiday in addition to the compensation provided in (a) above.		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.	shall be paid at the rate of time 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.	
Art. 17 – Jury and Witness Duty	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 18 – Time Off for Voting	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 19 – Grievance Procedure	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 20 – Arbitration Procedure – Rights	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (e)	36.02 (f)
Dispute						
Art. 21 – Insurance Plans	Applicable	(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 with the City, 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 ¾ percent). (b) Employees regularly scheduled to work fourteen (14) hours per week up to and including twenty-four	Applicable but enrolment in O.M.E.R.S. is subject to the eligibility requirements of O.M.E.R.S.	Employees will, after a six (6) calendar month waiting period from date of hire with the City, 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. Temporary employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of	Employees will, after as six (6) calendar month waiting period from date of hire with the City, 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.	Upon completion of the six (6) calendar month waiting period from date of hire with the City, 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 ¾

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		<p>(24) hours per week, after a six (6) calendar month waiting period from date of hire, shall either:</p> <ul style="list-style-type: none"> (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 		O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾ percent.		percent.

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		<p>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.</p> <p>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.</p> <p>O.M.E.R.S. enrolment is subject to meeting the enrolment criteria.</p> <p>Once having opted for the choice, the employee must stay with such</p>				

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
		choice, except in extenuating circumstances as determined by the Employer.				
Art. 22 – Institute Fees	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 23 – Organizational Change	Applicable	All provisions of Article 23 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.	Not applicable	Not Applicable	Not Applicable	Not Applicable
Art. 24 – Probation	Applicable	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.	Applicable	Not Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
		<u>Extension of Probationary Period</u> 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.				
Art. 25 – Vacancies	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 26 – Personnel Advisory Committee	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 27 – Vehicle Expenses	Applicable	The monthly minimum payment will be applicable on a pro-rata basis.	Applicable	Applicable	The monthly minimum payment will be applicable on a pro-rata basis.	a) When an employee is required by the Employer to drive a personally owned or leased vehicle in the usual course of his/her

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
						<p>employment, the Employer shall reimburse the employee for all kilometers driven on the Employer's business at the rate of 42.7 cents/km.</p> <p>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</p>

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
						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.
Art. 28 – Salary Administration	Applicable	(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated hours shall include vacation pay.	Applicable	Applicable	(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated hours shall include vacation	(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated shall include vacation pay.

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		(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.			pay. (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	(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

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		<p>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.</p> <p>(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.</p> <p>(d) Prenatal teachers will be paid four (4) hours</p>			<p>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.</p> <p>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</p>	<p>salary increment to the casual employee, give the employee the reason for the denial in writing.</p> <p>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.</p> <p>(c) Casual employees,</p>

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		per class.			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	when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
					paid four (4) hours per class.	
Art. 29 – Leave of Absence for Institute Business	Applicable	Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Art. 30 – Protective Footwear	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 31 – Performance Pay	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 32 – Employee Performance Review	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 33 – Personnel File	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 34 – Evidence during Discipline	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 35 – Career Development	Applicable	Applicable	35.03 (a) only	35.03 (a) only	Not Applicable	Not Applicable
Art. 36 – Categories of employees	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 37 – Legal	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	PERMANENT FULL-TIME (See note 1)	PERMANENT PART-TIME	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL
	36.02 (a)	36.02 (b)	36.02 (c)	36.02 (d)	36.02 (E)	36.02 (F)
Protection						
Art. 38 – Workplace Safety and Insurance	Applicable	Applicable	Applicable	WSIA provisions apply	WSIA provisions apply	WSIA provisions apply
Art. 39 – Professional Ethics	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 40 – Alternative Work Arrangements	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 41 – Arbitration Respecting Interest Dispute	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 42 – Professional Fees	Applicable	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	Applicable	Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (d)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		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				

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full-time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
		professional association.				
Art. 43 – Occupational Health & Safety	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 44 – Armed Forces Summer Camp	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 45 – Long Term Care	Applicable	Not Applicable (See Article 45)	Applicable	Applicable	Not Applicable (See Article 45)	Not Applicable (See Article 45)
Art. 46 – Ottawa Paramedic Service Branch (OPS)	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Article 47 – Pay Notes	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Appendix A – Salary Schedule	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
LOU #1 – Overtime	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #2 – Call Back	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #3 – Vacation Leave	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #4 – Business Portion of	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (d)	TEMPORARY PART-TIME 36.02 (e)	CASUAL 36.02 (f)
Automobile Insurance						
LOU #5 - % in lieu of Benefits for Part-time and Casual Nurses in Long Term Care	Not Applicable	Applicable (Long Term Care)	Applicable	Not Applicable	Not Applicable	Applicable (Long Term Care)
LOU #6 – Alternate Hours of Work or Compressed Work Week Arrangements	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #7 – Alternate Dispute Resolution Process	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
LOU #8 – Summer Hours	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #9– Former Sick Leave Banks	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #10 – Mandatory Retirement Age	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only
LOU #11 – Span of Control for Paramedic Team Leads	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only

	PERMANENT FULL-TIME (See note 1) 36.02 (a)	PERMANENT PART-TIME 36.02 (b)	Temporary Full- time continuously employed with the city for period in excess of two (2) years (See note 2) 36.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS 36.02 (D)	TEMPORARY PART-TIME 36.02 (E)	CASUAL 36.02 (F)
LOU #12 – Hours of Work – Theatre Operations	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only
LOU #13 = Hours of Work for Markets Management Section	Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable

Notes:

1. Permanent Full-Time Employees: All provisions of the collective agreement apply provided such employees meet the conditions prerequisite to obtaining a benefit or provision.
2. Temporary staff continuously employed on a full time basis with the City 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
3. See Article 25.04 regarding duration of temporary vacancies.
4. Except where otherwise specified, the above language incorporates all provisions of Article 36 – Categories of Employees.

* 36.03 Temporary Changes to Employment Status

Where the employment status of employees covered by Article 36 changes temporarily, the following will establish which provisions of the collective agreement are applicable:

- a) If the temporary assignment is known at the outset to be for a period of six (6) consecutive months or less, the employee will continue to be covered by the same collective agreement as he/she was prior to the beginning of the temporary assignment.
- b) If the temporary assignment is known at the outset to be for a period of more than six (6) consecutive months, the provisions of the collective agreement applicable to the employee's new status will take effect on the first day of the temporary assignment.
- c) If the temporary assignment was initially for six (6) consecutive months or less but is extended beyond six (6) months without interruption, the provisions of the collective agreement applicable to the employee's new temporary status will take effect on the first day of the seventh month in the temporary assignment. Where applicable, the employee will be deemed to have served the waiting period provided under Article 21, Insurance Plans.
- d) Where a temporary change of employment status has an impact on the benefit coverage received by an employee, the employee will have the option to continue receiving a % in lieu of benefits or to enroll in the benefit plan in accordance with provisions of Articles 21 and 36.

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 an occupational 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 an occupational 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 The salary paid to an employee for work performed shall not be reduced as a result of the employee receiving a net economic **loss** award (NEL) for a past injury from the Workplace Safety and Insurance Board.

38.07 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.

38.08 Benefits Payable Upon Termination

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

38.09 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.

38.10 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 **36.02 (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,

and/or

(b) members are required to maintain a professional to legally carry out their duties for the City of Ottawa.

ARTICLE 43

OCCUPATIONAL HEALTH & SAFETY

*

43.01 The parties are committed to upholding 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 Institute and the Employer shall participate in Joint Health and Safety Committees as deemed appropriate and conform to the Terms of Reference.

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

LONG TERM CARE

45.01 Definitions and Expectations

(a) Permanent Part-time Nurses

- (1) Defined as regularly scheduled to work **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 .

(b) Casual Nurses

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, he/she 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 ~~in cluding~~ Christmas and New Year's Day;
- (iv) Is expected to be available to work on weekends.

45.02 Applicable Collective Agreement Provisions

The provisions of the collective agreement apply to the various categories of employees in Long Term Care Homes as specified in the table below.

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
Preamble	Applicable	<i>Applicable</i>	Applicable
Art. 1 – Scope and Recognition	Applicable	Applicable	Applicable
Art. 2 – Reports and Recommendations	Applicable	Applicable	Applicable
Art. 3 – Management Rights	Applicable	Applicable	Applicable
Art. 4 – Definitions	Applicable	<i>Applicable</i>	Applicable
Art. 5 – No Discrimination	Applicable	<i>Applicable</i>	Applicable
Art. 6 – Hours of Work	<p>a) <u>Standard Day</u></p> <p>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:</p> <p>(a) 2300 - 0700 Night Shift (b) 0700 - 1500 Day Shift (c) 1500 - 2300 Evening Shift</p> <p>(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.</p> <p>(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.</p>	<p>a) <u>Standard Day</u></p> <p>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:</p> <p>(a) 2300 - 0700 Night Shift (b) 0700 - 1500 Day Shift (c) 1500 - 2300 Evening Shift</p> <p>(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.</p> <p>(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.</p>	Not Applicable

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
	<p>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.</p> <p>(iii) During each full shift, there shall be provided two fifteen-minute rest periods.</p> <p>(b) Scheduling</p> <p>Notwithstanding the normal scheduling practices set out above, the parties acknowledge that nurses in Long Term Care Homes are subject to a different scheduling practice due to the service requirements of residents and as a result may be scheduled:</p> <p>(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</p> <p>(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.</p>	<p>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.</p> <p>(iii) During each full shift, there shall be provided two fifteen-minute rest periods.</p> <p>(b) <u>Scheduling Regulations</u></p> <p>(i) Regular part-time nurses will not be scheduled on successive weekends, unless the nurse has indicated a desire to work such schedule.</p> <p>(ii) Once the schedule has been established, there will be no re-arrangement of said schedule except by mutual agreement or in emergency situations.</p> <p>(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.</p>	

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
	<p>(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.</p> <p>(c) <u>Scheduling Regulations</u></p> <p>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.</p> <p>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.</p> <p>iii) The scheduling regulations may be waived between December 15 and January 15 so that all</p>	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>(vii) When it is known in advance</p>	

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
	<p>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.</p> <p>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.</p>	<p>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.</p>	
<p>Art. 7 - Overtime and Premiums</p>	<p>Nurses in Long Term Care Homes 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</p>	<p>(a) Nurses in Long Term Care Homes 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</p>	<p>Not Applicable</p>

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES	CASUAL NURSES
	<p>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.</p> <p><u>Call Back</u></p> <p>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.</p>	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(d) <u>Call Back Provisions - Permanent Part-Time Nurses</u></p> <p>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</p>	

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
Art. 8 - Annual Leave	Applicable	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.	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.
Art. 9 - Income Protection Plan	Applicable	Not Applicable (See Article 21)	Not Applicable (See Article 21)
Art. 10 - Bereavement Leave	Applicable	<p>(a) <u>Immediate Family</u></p> <p>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.</p> <p>(b) <u>Other Family Members</u></p> <p>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. The employee shall be paid at regular rate for such working days that were scheduled for the employee during</p>	Applicable only if the employee was pre-scheduled to work on the day(s) in question.

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
		these three (3) calendar days.	
Art. 11 – Leave of Absence Without Pay	Applicable	Applicable	Not applicable
Art. 12 – Maternity and Parental Leave	Applicable	Applicable	Not applicable
Art. 13 – Retirement	Applicable	Applicable	Not applicable
Art. 14 – Special Leave	Applicable	As per the provisions of Article 14 but limited to 15 hours	Not applicable
Art. 15 – Sabbatical Leave	Applicable	Applicable	Not applicable
	Applicable	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>(a) Employees shall be paid 4.4% of their regular earnings every two (2) weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the collective agreement.</p> <p>(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</p>

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
		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.	
Art. 17 – Jury and Witness Duty	Applicable	Not Applicable	Not applicable
Art. 18 – Time Off for Voting	Applicable	Applicable	Applicable
Art. 19 – Grievance Procedure	Applicable	Applicable	Applicable
Art. 20 – Arbitration Procedure – Rights Dispute	Applicable	Applicable	Applicable
Art. 21 – Insurance Plans	Applicable	<p>Benefit entitlement shall be as follow, with the noted exception as outlined in Letter of Understanding number 5:</p> <p>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 with the City, 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 ¾) percent.</p> <p>b) Employees regularly scheduled to work fourteen (14) hours per week</p>	<p>Benefit entitlement shall be as follows, with the noted exception as outlined in Letter of Understanding number 5.</p> <p>Upon completion of the six (6) calendar month waiting period from date of hire with the City, 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 ¾) percent.</p>

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
		<p>up to and including twenty-four (24) hours per week, after a six (6) calendar month waiting period from date of hire, shall either:</p> <ul style="list-style-type: none"> 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 ¾) percent of their regular pay in lieu of entitlement to I.P.P., L.T.D.I. and O.M.E.R.S. <p>Where the employee selects to enroll in O.M.E.R.S., he/she will not receive the two and three quarters (2 ¾) percent of his/her regular pay in lieu of entitlement to I.P.P., L.T.D.I. and O.M.E.R.S.</p>	

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
		<p>O.M.E.R.S. enrolment is subject to meeting the enrolment criteria.</p> <p>Once having opted for the choice, the employee must stay with such choice, except in extenuating circumstances as determined by the Employer.</p>	
Art. 22 – Institute Fees	Applicable	Applicable	Applicable
Art. 23 – Organizational Change	<p>All the provisions of Article 23 will apply, with the following addition.</p> <p>Should an employee be priority placed in a position at a Long Term Care Home 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 Long Term Care Home 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.</p>	<p>All the provisions of Article 23 will apply, with the following addition.</p> <p>(a) Should an employee be priority placed in a position at a Long Term Care Home 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 Long Term Care Home 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.</p> <p>(a) A month's pay shall be determined by taking the average hours worked per month in the six (6) months immediately preceding the</p>	Not Applicable

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
		employee's last day of work.	
Art. 24 – Probation	Applicable	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. <u>Extension of Probationary Period</u> 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.	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.
Art. 25 – Vacancies	Applicable	Applicable	Applicable
Art. 26 – Personnel Advisory Committee	Applicable	Applicable	Applicable
Art. 27 – Vehicle Expenses	Applicable	The monthly minimum payment will be applicable on a pro-rata basis.	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

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (B)	CASUAL NURSES 45.02 (C)
			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.
Art. 28 - Salary Administration	<p>1) <u>Shift Differential</u></p> <p>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.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, 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.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover</p>	<p>1) <u>Shift Differential</u></p> <p>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.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, 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.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to</p>	<p>(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated hours shall include vacation pay.</p> <p>(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.</p> <p>Where the Employer has denied a salary increment it may grant</p>

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
	<p>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.</p>	<p>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.</p> <p>4) Part-time nurses shall progress in the salary scale on the basis of hours worked (1500 hours constitute one year).</p> <p>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.</p> <p>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</p>	<p>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.</p> <p>(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.</p>

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (B)	CASUAL NURSES 45.02 (C)
		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.	
Institute Business		Applicable	Not Applicable
Art. 30 – Protective Footwear	Applicable	Applicable	Not Applicable
Art. 31 – Performance Pay	Applicable	Applicable	Not Applicable
Art. 32 – Employee Performance Review	Applicable	Applicable	Applicable
Art. 33 – Personnel File	Applicable	Applicable	Applicable
Art. 34 – Evidence during Discipline	Applicable	Applicable	Applicable
Art. 35 – Career Development	Applicable	Applicable	Not Applicable
Art. 36 – Categories of employees	Not Applicable	Not Applicable	Not Applicable
Art. 37 – Legal Protection	Applicable	Applicable	Applicable
Art. 38 – Workplace Safety and Insurance	Applicable	Applicable	WSIA provisions apply
Art. 39 – Professional Ethics	Applicable	Applicable	Applicable
Art. 40 – Alternative Work Arrangements	Applicable	Not Applicable	Not Applicable
Art. 41 – Arbitration Respecting Interest Dispute	Applicable	Applicable	Applicable
Art. 42 – Professional Fees	Applicable	Part-time permanent employees who as a condition of their employment are required to hold membership in a	Not Applicable

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
		<p>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:</p> <p>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;</p> <p>(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.</p>	
Art. 43 – Occupational Health & Safety	Applicable	Applicable	Applicable
Art. 44 – Armed Forces Summer Camp	Applicable	Not Applicable	Not Applicable
Art. 45 – Long Term Care Homes	Applicable	Applicable	Applicable
Art. 46 – Ottawa Paramedic Service Branch (OPS)	Not Applicable	Not Applicable	Not Applicable
Article 47 – Pay Notes	Applicable	Applicable	Applicable
Appendix A – Salary Schedule	Applicable	Applicable	Applicable
LOU #1 – Overtime	Applicable	Not Applicable	Not Applicable
LOU #2 – Call Back	Applicable	Not Applicable	Not Applicable
LOU #3 – Vacation Leave	Applicable	Not Applicable	Not Applicable

	CONTINUOUS FULL-TIME NURSES 45.02 (a)	PERMANENT PART-TIME NURSES 45.02 (b)	CASUAL NURSES 45.02 (c)
LOU #4 – Business Portion of Automobile Insurance	Applicable	Not Applicable	Not Applicable
LOU #5 - % in lieu of Benefits for Part-time and Casual Nurses in Long Term Care Homes	Not Applicable	Applicable	Applicable
LOU #6 – Alternate Hours of Work or Compressed Work Week Arrangements	Applicable	Not Applicable	Not Applicable
LOU # 7 – Alternate Dispute Resolution Process	Applicable	Applicable	Applicable
LOU # 8 – Summer Hours	Applicable	Not Applicable	Not Applicable
LOU #9 – Former Sick Leave Banks	Applicable	Not Applicable	Not Applicable
LOU #10 – Mandatory Retirement Age	Discussion Only	Discussion Only	Discussion Only
LOU #11 – Span of Control for Paramedic Team Leads	Discussion Only	Discussion Only	Discussion Only
LOU #12 – Hours of Work – Theatre Operations	Discussion Only	Discussion Only	Discussion Only
LOU #13 – Hours of Work for Markets Management Section	Not Applicable	Not Applicable	Not Applicable

* 45.03 Statutory or Declared Holiday Falling on Day Off

In lieu of being required to celebrate the designated holiday on the first scheduled day following the employee's day or days of rest, the designated holiday may be banked and taken at a later date, as mutually agreed to between the Employer and the employee, under the following conditions:

- (a) The substitute holiday must be scheduled for a day that is not later than three (3) months after the public holiday, and the employee shall be paid at the regular straight time hourly rate of pay based on the employee's regular;

Or

- (b) If the employee and the Employer are in agreement, the substitute day off can be scheduled up to twelve (12) months after the public holiday;

Or

- (c) The employee will be paid for the banked day, at the rate of the regular straight time hourly rate of pay based on the employee's regular work day.

" 45.04 Authorized Work on a Statutory or Declared 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 employee's regular straight time hourly rate of pay for all hours worked on such holiday.

In addition to the pay for the hours worked, the employee will receive a day in lieu of the holiday (instead of Holiday Pay as stipulated in Section 16.03) to be taken at a later date, as mutually agreed to between the Employer and the employee, under the following conditions:

- (a) The substitute holiday must be scheduled for a day that is no later than three (3) months after the public holiday, and the employee shall be paid at the regular straight time hourly rate of pay based on the employee's regular work day;

Or

- (b) If the employee and the Employer are in agreement, the substitute day off can be scheduled up to twelve (12) months after the public holiday;

Or

- (c) The employee will be paid for the banked day, at the rate of the regular straight time hourly rate of pay based on the employee' s regular work day.

ARTICLE 46

OTTAWA PARAMEDIC SERVICE BRANCH (OPS)

All Ottawa Paramedic Service 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 Protective Footwear

- (a) Employees required by the Employer to wear CSA approved protective footwear appropriate for the tasks to be performed shall receive an annual allowance towards the purchase of such footwear. The footwear allowance for employees in the Ottawa Paramedic Service will mirror the entitlement for Paramedics negotiated between CUPE and the City of Ottawa, The change to the footwear allowance will have the same effective date as the provision applicable to Paramedics in CUPE 503 Inside / Outside Collective Agreement.
- (b) It is recognized that there are circumstances (e.g. work related accidents, nature of work) where consideration should be given for additional replacement other than mentioned above. Such requests must be made in writing to the Employer.
- (c) 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.

* 46.02 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.

- (i) Any employee placed on call on his/her normal workday shall be entitled to receive (1) one hour pay at straight time for each 8 hour period of On Call.
- (ii) An employee placed on call during his/her scheduled days of rest shall be entitled to receive three and one-half (3 1/2) hours pay at straight time for each 12 hour period of on call.
- (iii) Where an employee is placed on call for a shorter period than the period provided in (i) and (ii) above, the on-call pay shall be pro-rated accordingly.

46.03 Shift Premium

- (a) Employees of the Ottawa Paramedic Service required to work between 7 p.m. and 7 a.m. will be paid a seven per cent (7%) premium for all regular hours worked provided that 50% or more of those regular hours fall between 7 p.m. and 7 a.m.

*

- (b) The shift premium for employees of the Ottawa Paramedic Service will mirror the entitlement negotiated between the City of Ottawa and CUPE 503 (Inside/Outside Bargaining Unit) for Paramedics. Any negotiated change to the shift premium entitlement will take effect on the same date as the effective date for the CUPE 503 Inside/Outside Bargaining Unit.

*

46.04 Uniforms

- (a) All full-time employees of the Ottawa Paramedic Service covered by these terms and conditions of employment shall be entitled to a uniform cleaning allowance of a maximum of \$450 annually. This entitlement shall be calculated on a prorated basis for each week actually worked by the employee and shall be paid out bi-weekly.
- (b) The dry cleaning allowance for employees of the Ottawa Paramedic Service will mirror the entitlement negotiated between the City of Ottawa and CUPE 503 (Inside/Outside Bargaining Unit) for paramedics. Any negotiated change to the dry cleaning allowance will take effect on the same date as the effective date for the CUPE 503 Inside/Outside Bargaining Unit.

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

* 46.05 Reporting of Absences

Where reasonable, employees who are absent from work due to illness or injury must notify their immediate supervisor of their absence at least two (2) hours prior to their normal starting time.

* 46.06 Jury and Witness Duty

The Employer may ask to have an employee excluded from jury duty based on operational requirements and the difficulty to find replacement for employees of the Ottawa Paramedic Service.

* 46.07 Acting Pay Entitlement

Employees in the Ottawa Paramedic Service will be eligible for acting pay on the first day they are required to perform the full duties of a position in a classification having a higher salary range.

ARTICLE 47

PAY NOTES

* 47.01 Wage Increases

- 1) Effective January 1, 2004; economic increase of 3%
- 2) Effective January 1, 2005; economic increase of 3%
- 3) Effective January 1, 2006; economic increase of 3%

47.02 Hourly Rates

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

* 47.03 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 economic increase in each calendar year.

Signed at Ottawa, Ontario this ____ day of _____ 2005

THE CITY OF OTTAWA

Mayor

City Clerk

THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2004

(Based on 35 hours per week)

	1	2	3	4	5	6
PAY GRADE 1						
Annual	\$43,669.08	\$45,410.82	\$47,238.10	\$49,149.10	\$51,096.50	\$53,138.54
Bi-weekly	\$1,679.58	\$1,746.57	\$1,816.85	\$1,890.35	\$1,965.25	\$2,043.79
Hourly	23.994	24.951	25.955	27.005	28.075	29.197
PAY GRADE 2						
Annual	\$46,730.32	\$48,594.00	\$50,545.04	\$52,587.08	\$54,672.80	\$56,860.44
Bi-weekly	\$1,797.32	\$1,869.00	\$1,944.04	\$2,022.58	\$2,102.80	\$2,186.94
Hourly	25.676	26.700	27.772	28.894	30.040	31.242
PAY GRADE 3						
Annual	\$49,999.04	\$51,991.94	\$54,084.94	\$56,270.76	\$58,496.62	\$60,837.14
Bi-weekly	\$1,923.04	\$1,999.69	\$2,080.19	\$2,164.26	\$2,249.87	\$2,339.89
Hourly	27.472	28.567	29.717	30.918	32.141	33.427
PAY GRADE 4						
Annual	\$53,498.90	\$55,631.94	\$57,866.90	\$60,203.78	\$62,591.62	\$65,095.94
Bi-weekly	\$2,057.65	\$2,139.69	\$2,225.65	\$2,315.53	\$2,407.37	\$2,503.69
Hourly	29.395	30.567	31.795	33.079	34.391	35.767
PAY GRADE 5						
Annual	\$58,363.76	\$60,695.18	\$63,133.98	\$65,687.44	\$68,286.40	\$71,018.22
Bi-weekly	\$2,244.76	\$2,334.43	\$2,428.23	\$2,526.44	\$2,626.40	\$2,731.47
Hourly	32.068	33.349	34.689	36.092	37.520	39.021
PAY GRADE 6						
Annual	\$63,679.98	\$66,220.70	\$68,876.08	\$71,666.14	\$74,503.52	\$77,484.68
Bi-weekly	\$2,449.23	\$2,546.95	\$2,649.08	\$2,756.39	\$2,865.52	\$2,980.18
Hourly	34.989	36.385	37.844	39.377	40.936	42.574
PAY GRADE 7						
Annual	\$71,573.32	\$74,428.90	\$77,420.98	\$80,553.20	\$83,741.84	\$87,092.46
Bi-weekly	\$2,752.82	\$2,862.65	\$2,977.73	\$3,098.20	\$3,220.84	\$3,349.71
Hourly	39.326	40.895	42.539	44.260	46.012	47.853

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2004

(Based on 37.5 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$53,570.40	\$55,705.78	\$57,948.28	\$60,290.10	\$62,675.08	\$65,182.78
Bi-weekly	\$2,060.40	\$2,142.53	\$2,228.78	\$2,318.85	\$2,410.58	\$2,507.03
Hourly	27.472	28.567	29.717	30.918	32.141	33.427
PAY GRADE 4						
Annual	\$57,320.38	\$59,605.78	\$62,000.38	\$64,504.18	\$67,062.58	\$69,745.78
Bi-weekly	\$2,204.63	\$2,292.53	\$2,384.63	\$2,480.93	\$2,579.33	\$2,682.53
Hourly	29.395	30.567	31.795	33.079	34.391	35.767

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2004

(Based on 40 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$57,141.76	\$59,419.36	\$61,811.36	\$64,309.44	\$66,853.28	\$69,528.16
Bi-weekly	\$2,197.76	\$2,285.36	\$2,377.36	\$2,473.44	\$2,571.28	\$2,674.16
Hourly	27.472	28.567	29.717	30.918	32.141	33.427
PAY GRADE 4						
Annual	\$61,141.60	\$63,579.36	\$66,133.60	\$68,804.32	\$71,533.28	\$74,395.36
Bi-weekly	\$2,351.60	\$2,445.36	\$2,543.60	\$2,646.32	\$2,751.28	\$2,861.36
Hourly	29.395	30.567	31.795	33.079	34.391	35.767
PAY GRADE 5						
Annual	\$66,701.44	\$69,365.92	\$72,153.12	\$75,071.36	\$78,041.60	\$81,163.68
Bi-weekly	\$2,565.44	\$2,667.92	\$2,775.12	\$2,887.36	\$3,001.60	\$3,121.68
Hourly	32.068	33.349	34.689	36.092	37.520	39.021
PAY GRADE 6						
Annual	\$72,777.12	\$75,680.80	\$78,715.52	\$81,904.16	\$85,146.88	\$88,553.92
Bi-weekly	\$2,799.12	\$2,910.80	\$3,027.52	\$3,150.16	\$3,274.88	\$3,405.92
Hourly	34.989	36.385	37.844	39.377	40.936	42.574

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2004

(Based on 42 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$59,998.90	\$62,390.38	\$64,901.98	\$67,524.86	\$70,195.84	\$73,004.62
Bi-weekly	\$2,307.65	\$2,399.63	\$2,496.23	\$2,597.11	\$2,699.84	\$2,807.87
Hourly	27.472	28.567	29.717	30.918	32.141	33.427
PAY GRADE 4						
Annual	\$64,198.68	\$66,758.38	\$69,440.28	\$72,244.64	\$75,109.84	\$78,115.18
Bi-weekly	\$2,469.18	\$2,567.63	\$2,670.78	\$2,778.64	\$2,888.84	\$3,004.43
Hourly	29.395	30.567	31.795	33.079	34.391	35.767
PAY GRADE 5						
Annual	\$70,036.46	\$72,834.32	\$75,760.88	\$78,824.98	\$81,943.68	\$85,221.76
Bi-weekly	\$2,693.71	\$2,801.32	\$2,913.88	\$3,031.73	\$3,151.68	\$3,277.76
Hourly	32.068	33.349	34.689	36.092	37.520	39.021

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2005

(Based on 35 hours per week)

	1	2	3	4	5	6
PAY GRADE 1						
Annual	\$44,979.48	\$46,774.00	\$48,655.88	\$50,623.30	\$52,628.94	\$54,732.86
Bi-weekly	\$1,729.98	\$1,799.00	\$1,871.38	\$1,947.05	\$2,024.19	\$2,105.11
Hourly	24.714	25.700	26.734	27.815	28.917	30.073
PAY GRADE 2						
Annual	\$48,131.72	\$50,051.82	\$52,061.10	\$54,165.02	\$56,312.62	\$58,565.78
Bi-weekly	\$1,851.22	\$1,925.07	\$2,002.35	\$2,083.27	\$2,165.87	\$2,252.53
Hourly	26.446	27.501	28.605	29.761	30.941	32.179
PAY GRADE 3						
Annual	\$51,498.72	\$53,551.68	\$55,708.38	\$57,959.72	\$60,251.10	\$62,662.60
Bi-weekly	\$1,980.72	\$2,059.68	\$2,142.63	\$2,229.22	\$2,317.35	\$2,410.10
Hourly	28.296	29.424	30.609	31.846	33.105	34.430
PAY GRADE 4						
Annual	\$55,104.14	\$57,300.88	\$59,603.18	\$62,009.22	\$64,469.86	\$67,048.80
Bi-weekly	\$2,119.39	\$2,203.88	\$2,292.43	\$2,384.97	\$2,479.61	\$2,578.80
Hourly	30.277	31.484	32.749	34.071	35.423	36.840
PAY GRADE 5						
Annual	\$60,114.60	\$62,515.18	\$65,028.60	\$67,658.50	\$70,335.72	\$73,149.44
Bi-weekly	\$2,312.10	\$2,404.43	\$2,501.10	\$2,602.25	\$2,705.22	\$2,813.44
Hourly	33.030	34.349	35.730	37.175	38.646	40.192
PAY GRADE 6						
Annual	\$65,590.98	\$68,208.14	\$70,941.78	\$73,815.56	\$76,738.48	\$79,808.82
Bi-weekly	\$2,522.73	\$2,623.39	\$2,728.53	\$2,839.06	\$2,951.48	\$3,069.57
Hourly	36.039	37.477	38.979	40.558	42.164	43.851
PAY GRADE 7						
Annual	\$73,720.92	\$76,662.04	\$79,743.30	\$82,970.16	\$86,253.44	\$89,705.98
Bi-weekly	\$2,835.42	\$2,948.54	\$3,067.05	\$3,191.16	\$3,317.44	\$3,450.23
Hourly	40.506	42.122	43.815	45.588	47.392	49.289

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2005

(Based on 37.5 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$55,177.20	\$57,376.80	\$59,687.68	\$62,099.70	\$64,554.88	\$67,138.50
Bi-weekly	\$2,122.20	\$2,206.80	\$2,295.68	\$2,388.45	\$2,482.88	\$2,582.25
Hourly	28.296	29.424	30.609	31.846	33.105	34.430
PAY GRADE 4						
Annual	\$59,040.28	\$61,393.80	\$63,860.68	\$66,438.58	\$69,074.98	\$71,838.00
Bi-weekly	\$2,270.78	\$2,361.30	\$2,456.18	\$2,555.33	\$2,656.73	\$2,763.00
Hourly	30.277	31.484	32.749	34.071	35.423	36.840

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2005

(Based on 40 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$58,855.68	\$61,201.92	\$63,666.72	\$66,239.68	\$68,858.40	\$71,614.40
Bi-weekly	\$2,263.68	\$2,353.92	\$2,448.72	\$2,547.68	\$2,648.40	\$2,754.40
Hourly	28.296	29.424	30.609	31.846	33.105	34.430
PAY GRADE 4						
Annual	\$62,976.16	\$65,486.72	\$68,117.92	\$70,867.68	\$73,679.84	\$76,627.20
Bi-weekly	\$2,422.16	\$2,518.72	\$2,619.92	\$2,725.68	\$2,833.84	\$2,947.20
Hourly	30.277	31.484	32.749	34.071	35.423	36.840
PAY GRADE 5						
Annual	\$68,702.40	\$71,445.92	\$74,318.40	\$77,324.00	\$80,383.68	\$83,599.36
Bi-weekly	\$2,642.40	\$2,747.92	\$2,858.40	\$2,974.00	\$3,091.68	\$3,215.36
Hourly	33.030	34.349	35.730	37.175	38.646	40.192
PAY GRADE 6						
Annual	\$74,961.12	\$77,952.16	\$81,076.32	\$84,360.64	\$87,701.12	\$91,210.08
Bi-weekly	\$2,883.12	\$2,998.16	\$3,118.32	\$3,244.64	\$3,373.12	\$3,508.08
Hourly	36.039	37.477	38.979	40.558	42.164	43.851

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2005

(Based on 42 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$61,798.36	\$64,262.12	\$66,850.16	\$69,551.56	\$72,301.32	\$75,195.12
Bi-weekly	\$2,376.86	\$2,471.62	\$2,571.16	\$2,675.06	\$2,780.82	\$2,892.12
Hourly	28.296	29.424	30.609	31.846	33.105	34.430
PAY GRADE 4						
Annual	\$66,125.02	\$68,761.16	\$71,523.92	\$74,410.96	\$77,363.78	\$80,458.56
Bi-weekly	\$2,543.27	\$2,644.66	\$2,750.92	\$2,861.96	\$2,975.53	\$3,094.56
Hourly	30.277	31.484	32.749	34.071	35.423	36.840
PAY GRADE 5						
Annual	\$72,137.52	\$75,018.32	\$78,034.32	\$81,190.20	\$84,402.76	\$87,779.38
Bi-weekly	\$2,774.52	\$2,885.32	\$3,001.32	\$3,122.70	\$3,246.26	\$3,376.13
Hourly	33.030	34.349	35.730	37.175	38.646	40.192

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2006

(Based on 35 hours per week)

	1	2	3	4	5	6
PAY GRADE 1						
Annual	\$46,328.10	\$48,177.22	\$50,115.52	\$52,141.18	\$54,208.70	\$56,374.50
Bi-weekly	\$1,781.85	\$1,852.97	\$1,927.52	\$2,005.43	\$2,084.95	\$2,168.25
Hourly	25.455	26.471	27.536	28.649	29.785	30.975
PAY GRADE 2						
Annual	\$49,574.98	\$51,553.32	\$53,622.66	\$55,790.28	\$58,001.58	\$60,322.08
Bi-weekly	\$1,906.73	\$1,982.82	\$2,062.41	\$2,145.78	\$2,230.83	\$2,320.08
Hourly	27.239	28.326	29.463	30.654	31.869	33.144
PAY GRADE 3						
Annual	\$53,043.90	\$55,158.74	\$57,379.14	\$59,697.82	\$62,058.36	\$64,542.66
Bi-weekly	\$2,040.15	\$2,121.49	\$2,206.89	\$2,296.07	\$2,386.86	\$2,482.41
Hourly	29.145	30.307	31.527	32.801	34.098	35.463
PAY GRADE 4						
Annual	\$56,756.70	\$59,020.78	\$61,390.42	\$63,869.26	\$66,404.52	\$69,059.90
Bi-weekly	\$2,182.95	\$2,270.03	\$2,361.17	\$2,456.51	\$2,554.02	\$2,656.15
Hourly	31.185	32.429	33.731	35.093	36.486	37.945
PAY GRADE 5						
Annual	\$61,918.22	\$64,389.78	\$66,979.64	\$69,687.80	\$72,445.10	\$75,344.36
Bi-weekly	\$2,381.47	\$2,476.53	\$2,576.14	\$2,680.30	\$2,786.35	\$2,897.86
Hourly	34.021	35.379	36.802	38.290	39.805	41.398
PAY GRADE 6						
Annual	\$67,558.40	\$70,253.82	\$73,069.36	\$76,030.50	\$79,040.78	\$82,203.94
Bi-weekly	\$2,598.40	\$2,702.07	\$2,810.36	\$2,924.25	\$3,040.03	\$3,161.69
Hourly	37.120	38.601	40.148	41.775	43.429	45.167
PAY GRADE 7						
Annual	\$75,932.22	\$78,962.52	\$82,134.78	\$85,459.92	\$88,841.48	\$92,397.76
Bi-weekly	\$2,920.47	\$3,037.02	\$3,159.03	\$3,286.92	\$3,416.98	\$3,553.76
Hourly	41.721	43.386	45.129	46.956	48.814	50.768

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2006

(Based on 37.5 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$56,832.88	\$59,098.78	\$61,477.78	\$63,962.08	\$66,491.10	\$69,152.98
Bi-weekly	\$2,185.88	\$2,273.03	\$2,364.53	\$2,460.08	\$2,557.35	\$2,659.73
Hourly	29.145	30.307	31.527	32.801	34.098	35.463
PAY GRADE 4						
Annual	\$60,810.88	\$63,236.68	\$65,775.58	\$68,431.48	\$71,147.70	\$73,993.40
Bi-weekly	\$2,338.88	\$2,432.18	\$2,529.83	\$2,631.98	\$2,736.45	\$2,845.90
Hourly	31.185	32.429	33.731	35.093	36.486	37.945

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2006

(Based on 40 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$60,621.60	\$63,038.56	\$65,576.16	\$68,226.08	\$70,923.84	\$73,763.04
Bi-weekly	\$2,331.60	\$2,424.56	\$2,522.16	\$2,624.08	\$2,727.84	\$2,837.04
Hourly	29.145	30.307	31.527	32.801	34.098	35.463
PAY GRADE 4						
Annual	\$64,864.80	\$67,452.32	\$70,160.48	\$72,993.44	\$75,890.88	\$78,925.60
Bi-weekly	\$2,494.80	\$2,594.32	\$2,698.48	\$2,807.44	\$2,918.88	\$3,035.60
Hourly	31.185	32.429	33.731	35.093	36.486	37.945
PAY GRADE 5						
Annual	\$70,763.68	\$73,588.32	\$76,548.16	\$79,643.20	\$82,794.40	\$86,107.84
Bi-weekly	\$2,721.68	\$2,830.32	\$2,944.16	\$3,063.20	\$3,184.40	\$3,311.84
Hourly	34.021	35.379	36.802	38.290	39.805	41.398
PAY GRADE 6						
Annual	\$77,209.60	\$80,290.08	\$83,507.84	\$86,892.00	\$90,332.32	\$93,947.36
Bi-weekly	\$2,969.60	\$3,088.08	\$3,211.84	\$3,342.00	\$3,474.32	\$3,613.36
Hourly	37.120	38.601	40.148	41.775	43.429	45.167

APPENDIX A

CIPP SALARY SCHEDULE

Effective January 1, 2006

(Based on 42 hours per week)

	1	2	3	4	5	6
PAY GRADE 3						
Annual	\$63,652.68	\$66,190.54	\$68,855.02	\$71,637.28	\$74,469.98	\$77,451.14
Bi-weekly	\$2,448.18	\$2,545.79	\$2,648.27	\$2,755.28	\$2,864.23	\$2,978.89
Hourly	29.145	30.307	31.527	32.801	34.098	35.463
PAY GRADE 4						
Annual	\$68,108.04	\$70,825.04	\$73,668.40	\$76,643.06	\$79,685.32	\$82,871.88
Bi-weekly	\$2,619.54	\$2,724.04	\$2,833.40	\$2,947.81	\$3,064.82	\$3,187.38
Hourly	31.185	32.429	33.731	35.093	36.486	37.945
PAY GRADE 5						
Annual	\$74,301.76	\$77,267.84	\$80,375.62	\$83,625.36	\$86,934.12	\$90,413.18
Bi-weekly	\$2,857.76	\$2,971.84	\$3,091.37	\$3,216.36	\$3,343.62	\$3,477.43
Hourly	34.021	35.379	36.802	38.290	39.805	41.398

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 RMOC 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 20th day of December, 2005.

"original signed by Sheila St anislawski"

For the Institute

"original signed by Lyne Huneault"

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 20th day of December, 2005.

"original signed by Sheila Stanislawski"

"original signed by Lyne Huneault"

For the Institute

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.

3. 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 20th day of December, 2005.

"original signed by Sheila St anislawski"

"original signed by Lyne Huneault"

For the Institute

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 RMOC 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 20th day of December, 2005.

"original signed by Sheila St anislawski"

For the Institute

"original signed by Lyne Huneault"

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 20th day of December, 2005.

"original signed by Sheila St anislawski"

"original signed by Lyne Huneault"

For the Institute

For the Employer

LETTER OF UNDERSTANDING #6

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 20th day of December, 2005.

"original signed by Sheila St anislawski"

For the Institute

"original signed by Lyne Huneault"

For the Employer

LETTER OF UNDERSTANDING #7

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 20th day of December, 2005.

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Lyne Huneault"

For the Employer

LETTER OF UNDERSTANDING #8

BETWEEN

THE

CITY OF OTTAWA

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Summer Hours

The parties tentatively agree to renew Letter of Understanding number 8 concerning "Summer Hours".

Furthermore, the Union agrees to poll its members on the Employer's summer hours proposal (see below). The poll will be conducted in sufficient time to be implemented for the 2006 summer season and the Union agrees that if more than sixty-six percent (66%) of the respondents to the poll who are entitled to summer hours respond in favor of the City proposal, then it will be implemented. Prior to the polling of members, CIPP and the City will communicate on the question being posed to ensure that both parties are of the same understanding in terms of proposal details.

Employer's proposal Renardinn Summer Hours

"On June 1st of each year, employees entitled to summer hours will be credited a total of thirty-four (34) "summer " hours to be taken on an half-hour basis or in block(s) of hours. The bank of hours will normally be used between the first week of June and the week prior to Labour Day. In exceptional circumstances where the employee has not been able to schedule his/her "summer" hours during the above-mentioned period, he/she will be entitled to schedule these hours prior to the end of December. Under no circumstances will "s ummer" hours be carried over to the next calendar year or cashed out. The scheduling of these hours will be done in accordance with operational requirements and must be pre-approved by Management."

Dated in Ottawa, Ontario this 20th day of February, 2005.

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Lyne Huneault"

For the Employer

LETTER OF UNDERSTANDING #9

BETWEEN
CITY OF OTTAWA

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Former Sick Leave Banks

1. Employees who had accrued less than 130 days in their old sick leave bank as of April 28, 2004 shall have banks capped at 130 days. These employees shall continue to earn up to eight (8) days of such sick leave per year, to be used in accordance with their former collective agreement. The amount in the bank to a maximum of 130 days will be paid out when the employees sever their relationship with the City.
2. Employees whose bank exceeded 130 days as of April 28, 2004 shall have their bank capped at the amount they had accrued as of April 28, 2004 but shall continue to earn and use up to eight (8) days of sick leave a year in accordance with their former collective agreement. Such employees shall further be permitted to take pre-retirement leave to utilize the amount of days in their bank which exceeds 130 days and to receive payment in accordance with their former collective agreement to a maximum amount of 130 days when the employees sever their relationship with the City.

For a list of employees eligible to use their sick leave banks noted in 2 above, please refer to the minutes of settlement of grievance #H-13-02-CIPP-03-147.

Dated in Ottawa, Ontario this 20th day of December, 2005.

"original signed by Sheila St anislawski"

"original signed by Lyne Huneault"

For the Institute

For the Employer

LETTER OF UNDERSTANDING #10

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Mandatory Retirement Age

The parties agree that during the life of this collective agreement, they **will** engage in meaningful discussion regarding the issue of mandatory retirement age.

Dated in Ottawa, Ontario this 20th day of December, 2005.

"original signed by Sheila St anislawski"

For the Institute

"original signed by Lyne Huneault"

For the Employer

LETTER OF UNDERSTANDING #11

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Span of Control for Paramedic Team Leads

The parties agree to discuss the issue of "s pan of control" for Paramedic Team Leads during the life of this contract.

This letter of understanding will expire on December 31, 2006.

Dated in Ottawa, Ontario this 20th day of December, 2005.

"original signed by Sheila St anislawski"

For the Institute

"original signed by Lyne Huneault"

For the Employer

LETTER OF UNDERSTANDING #12

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Hours of Work – Theatre Operations

The parties agree to undertake discussions prior to June 1, 2005 on the hours of work issue for employees in Theatre Operations.

Dated in Ottawa, Ontario this 20th day of December, 2005.

“original signed by Sheila St anislawski”

For the Institute

“original signed by Lyne Huneault”

For the Employer

LETTER OF UNDERSTANDING #13

**BETWEEN
CITY OF OTTAWA**

AND

CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Re: Hours of Work for Markets Management Section

The parties hereby acknowledge that employees in the Markets Management Section are subject to different scheduling practices due to the service requirements and may be scheduled:

- i) to work seven (7) hours per day. These hours shall be scheduled between the hours of 6 a.m. to 6 p.m. and 6 p.m. to 6 a.m.;
- ii) to work thirty-five (35) hours per week;
- iii) 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;
- iv) If an employee 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 Employee and the employee.

Scheduling Regulations

- i) At least twenty-four (24) hours time off shall be scheduled when a shift is changed, unless the employee agrees to shorter period of time. In the event the employee is required to work within the twenty-four (24) hour period, the employee 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.

Dated in Ottawa, Ontario this 16th day of January , 2006.

"original signed by Sheila Stanislawski"

For the Institute

"original signed by Lyne Huneault"

For the Employer

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