

COLLECTIVE AGREEMENT

BETWEEN

**THE OTTAWA COMMUNITY HOUSING CORPORATION
(OCH)**

AND

**THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL
(CIPP)**

DATE OF EXPIRY: DECEMBER 31, 2019

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COLLECTIVE AGREEMENT

This Agreement made

-BETWEEN-

THE OTTAWA COMMUNITY HOUSING CORPORATION (OCH)

Hereinafter called “The Employer” of the First Part:

-AND-

THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL

Hereinafter called “The Institute” of the Second Part:

WHEREAS it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Institute in promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties and in the interest of providing efficient, quality and innovative services to the tenants of OCH communities in accordance with the shared values of collaboration, accountability, respect and excellence.

ARTICLE 1 – SCOPE OF RECOGNITION

- 1:01 (a) The Employer recognizes the Institute as the exclusive bargaining agent for all those employees of the Employer that are designated as professional employees or are employed in a professional capacity as defined in subsection (b) below save and except those persons in the Senior Management Group and those exempted because they regularly exercise managerial functions or regularly exercise confidential responsibilities in matters relating to labour relations and students or persons employed during the school vacation period.
- (b) The professional employees referred to in subsection (a) are those individuals that the nature, scope, responsibilities and contacts require a certain body of knowledge usually obtained through the completion of a university degree or equivalent achievement in a particular field or discipline. The positions within CIPP may fall into one or more of the following categories:
- i) researching, analyzing, writing reports, making presentations, making recommendations, justifying findings, developing standards, policies and strategies, etc.;
 - ii) continuing and substantive responsibility and accountability for program design, development and management;
 - iii) providing expert technical advice, direction and/or leadership at the professional level;
 - iv) may include responsibilities for supervising and directing the activities of employees who report to them.
- (c) Those jobs which are considered professional in nature may or may not require credentials or the eligibility for membership in a professional association.

ARTICLE 2 – EMPLOYER RIGHTS AND RESPONSIBILITIES

2:01 **No Discrimination**

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 on the grounds specifically enumerated in the Ontario Human Rights Code, R.S.O. 1990, as amended from time to time (the “Code”).

2:02 **Management Rights**

It is the responsibility and right of the Employer to:

- (a) administer the affairs of OCH efficiently and effectively and in the interests of the Corporation;
- (b) maintain order, discipline and efficiency;
- (c) classify positions;
- (d) hire, transfer and promote employees subject to the provisions of this Agreement;
- (e) demote, suspend, discharge or otherwise discipline employees for cause, subject to the right of the employees concerned to file a grievance under the procedure outlined in Article 21;
- (f) manage the affairs of the Employer so as to assure the most efficient and economic provision of service to the tenants of OCH communities.
- (g) in exercising management rights, not act in a manner that is arbitrary, discriminatory or in bad faith.

2:03 **Consultation Before Change**

No right, benefit or privilege now enjoyed, received or possessed by any employee shall be altered or revoked without consultation with the Institute.

2:04 **Observance by Employer**

The Employer recognizes and accepts the provisions of this Agreement as binding upon it and agrees that it and its representatives will observe the provisions of this Agreement.

2:05 **Reports and Recommendations**

Reports or recommendations to the Board of Directors or Committees of the Board dealing with matters covered by this agreement or concerning the Institute or its members will be communicated to the Institute in time for the Institute to express its opinion to the Employer or make submissions before the matter is dealt with by the Board of Directors or Committees of the Board, unless such reports or recommendations are deemed to be confidential in that they provide instruction to the Employer on the negotiation or the resolution of issues of a labour relations nature or which are the subject of grievances.

ARTICLE 3 – INSTITUTE RIGHTS AND RESPONSIBILITIES

3:01 **Observance by Institute**

The Institute recognizes and accepts the provisions of this Agreement as binding upon it and agrees that it and its representatives will observe the provisions of this Agreement.

3:02 **Job Description – Classification**

Where the Institute or any employee concerned considers that:

- (a) a newly established position or one which has just been reclassified has been assigned an improper classification in relation to the remainder of the classification system, or
- (b) the salary or rate assigned to a newly created classification is incorrect in relation to the remainder of the classification system, or

- (c) a significant change in the primary function and/or content of any position or classification has occurred to the extent that the position is improperly classified or the classification is incorrect in relation to the rest of the classification system,

an employee may request through the employee's immediate supervisor, a review of their classification. It is understood that the review and results are not subject to appeal to grievance or arbitration.

ARTICLE 4 – HOURS OF WORK

4:01 Normal Work Week

The normal work week shall be Monday to Friday, with Saturdays and Sundays as days of rest.

4:02 Normal Hours per Week

The hours of work for all times other than as set out in Article 4:05 and 4:06 shall be thirty-five (35) hours per week.

4:03 Normal Daily Schedule

The normal daily hours of work shall be seven (7) hours as the case may be in accordance with the provisions of Articles 4:02.

4:04 Normal Span of Workday

The scheduled hours of work shall commence not earlier than 07:00 hours and terminate not later than 19:00 hours on a normal working day.

4:05 Changes in Normal Hours – Limitations on Changes

Where both parties agree, the hours of work (as set out in this Article 4) may be altered provided the requirements of the service are met. However, the limitations of seventy (70) hours per two (2) week period shall not be exceeded.

4:06 **Requests and Acknowledgements**

Requests for alterations in Hours of Work shall be made to the employee's immediate supervisor, in writing, and the Manager shall reply in writing within four (4) weeks. When such requests are denied, reasons shall be provided.

Copies of the requests and replies shall be sent to the Institute, upon request.

4:07 Should the Employer close some or all operations between Boxing Day and New Year's Day of any given year, affected employees will have the option of either using any accumulated vacation or time off in lieu credits during this period or taking leave without pay.

ARTICLE 5 - OVERTIME

5:01 **Definition**

Overtime means work authorized by the employee's immediate supervisor or designate which is performed by an employee in excess of or outside the normal hours of work. Computations of overtime shall be based upon authorized time worked as set out in Article 5:02.

5:02 **Basis of Computation**

An employee authorized to provide overtime other than as provided in Article 5:03 shall be credited with one and one-half (1 ½) hours of compensatory leave or pay for each hour of overtime that exceeds thirty-five (35) hours per week to the closest half (1/2) hour.

5:03 **Call Back Outside Schedule**

(a) When an employee is recalled to work by the Employer at any time outside of the employee's normal working hours, compensation shall be paid or credited at the rate of one (1) hours' pay for each hour of overtime provided, or compensation for three (3) hours' pay or credit for any overtime provided, whichever is the greater. The applicable time will be portal to portal.

(b) Work Related Communications After Hours

When an employee receives phone calls, text messages, e-mails or other electronic messaging, on work related matters, after the employee's normal working hours that require immediate response or action, compensation shall be paid or credited at the rate identified in Article 5:02 for a minimum duration of one-half (1/2) hour.

5:04 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 department 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 one hundred (100) hours at any time. Any credits over the one hundred (100) hour maximum leave balance will be paid out in cash. Only when an employee has reduced the leave bank to less than one hundred (100) hours will the employee be allowed to earn additional leave credits up to the one hundred (100) hour maximum.

5:05 Employees shall be paid for all or part of any accrued overtime by providing a written request to the employer with fifteen (15) working days' notice.

5:06 Carry Over of Banked Overtime Credits

Banked overtime credits shall be carried over into the following year for disposition.

5:07 Scheduling of Compensatory Leave

Consistent with the requirements of the Employer and subject to advance notice by the employee, the Employer shall grant compensatory leave at times which are mutually acceptable to the employee and 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 by employees will not be unreasonably denied.

5:08 **Weekend Premium**

All hours worked on Saturday and/or Sunday shall be subject to a 7% premium on the base rate.

5:09 **No Pyramiding**

There shall be no pyramiding of premium pay on overtime under the terms of this Agreement.

ARTICLE 6 – ANNUAL LEAVE

6:01 **Annual Leave in First Six (6) Months of Service**

An employee earns, but is not entitled to receive, annual leave with pay during the first six (6) months of continuous employment.

6:02 **Entitlement**

Annual leave shall be earned and granted to employees as follows:

(a) **Three (3) Weeks' Entitlement**

Three (3) weeks per year, which is earned at the rate of one and one-quarter ($1\frac{1}{4}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed less than five (5) years of continuous employment.

(b) **Four (4) Weeks' Entitlement**

Four (4) weeks of vacation per year, which is earned at the rate of one and two-thirds ($1\frac{2}{3}$) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed five (5) years, but less than fourteen (14) years of continuous employment.

(c) Five (5) Weeks' Entitlement

Five (5) weeks of vacation 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 fifteen (15) days' pay, if the employee has completed fourteen (14) years but less than twenty-two (22) years of continuous employment.

(d) Six (6) Weeks' Entitlement

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 fifteen (15) days' pay, if the employee has completed twenty-two (22) but less than thirty (30) years of continuous employment.

(e) Seven (7) Weeks' Entitlement

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 fifteen (15) days' pay, if the employee has completed thirty (30) years of continuous employment.

6:03 Advance Leave May Be Granted

After the first year of continuous employment, 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 Article 6:07 and Clause 8:04 herein.

6:04 Use of Annual Leave

Subject to operational requirements, the Employer agrees to permit employees to take all of the annual leave earned by them in the year in which it is earned. Where, however, in any year the Employer has been

unable to grant all of the annual leave earned by the employee in that year, the unused portion of annual leave shall be carried over into the following year.

6:05 **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 he/she receives prior authorization from his/her Division Director.

6:06 **Return of Overpayment**

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

6:07 **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 the employment.

6:08 **Reinstatement Of Annual Leave Due To Illness Or Injury**

An employee may claim paid sick leave, and the Employer will reinstate annual leave credits for the applicable period, if an employee becomes seriously ill or injured while on annual leave. The following conditions will apply:

- (a) The employee must provide a medical certificate justifying the application for the annual leave reinstatement.
- (b) The employee must notify his/her manager at the earliest possible date following the commencement of the disability and apply for reinstatement of annual leave credits upon return to work.

ARTICLE 7 – SICK LEAVE

7:01 Eligibility for Sick Leave Benefits

- (a) Employees, who are unable to perform their duties due to a non-occupational illness or injury are eligible for paid Sick Leave benefits as set out in Article 7:02.
- (b) Employees who were on strength prior to August 1, 2011 may continue to participate in the Employer's sick leave plan as described in Appendix D: Letter of Understanding – Grandparented Sick Leave Plan.

7:02 Sick Leave Benefits

- (a) Employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month to a maximum bank of one hundred and twenty (120) days. Employees, who commence employment during the first fifteen (15) days of a month, will be granted credits for that month. Employees, who commence employment on or after the sixteenth (16th) of a month shall receive pro-rated credits.
- (b) The balance of available sick leave credits that are accrued shall be reduced according to paid sick leave that is claimed by the Employee.
- (c) An Employee shall not accrue sick leave credits for any month when there is an absence from duty for any reason other than:
 - (i) Vacation leave
 - (ii) Leave of absence with pay
 - (iii) Authorized leave of absence without pay for a period that does not exceed twenty (20) working days.

7:03 Medical Certification

An employee must provide a properly completed medical certificate when requested by the employee's immediate supervisor. Such

certificate may be sent directly to the employee's immediate supervisor. The certificate shall be treated as a confidential document and shall be retained in the employee's confidential personnel file. The medical certificate may be forwarded to the Employer via fax, by e-mail with a scanned attachment or in the form of an electronic document sent directly by the medical practitioner's office.

7:04 **Referral to Employer's Medical Advisor**

When, in the opinion of the Division Director or delegate, an employee is making too frequent application for sick leave or the medical certificate required further to Clause 7:03 is questioned by the Employer, the employee's application, medical certificate, and/or the employee may be referred to the Employer's Medical Advisor for investigation and report back to the Employer.

7:05 **Conditions Related to Sick Leave Benefits**

When a recognized holiday, as set out in Article 14:01, occurs while an employee is in receipt of Sick Leave benefits, that holiday shall not reduce the number of Sick Leave days available to the employee. Payment for the recognized holiday shall be identical to the payment made on the last Sick Leave Plan payment immediately prior to the holiday.

7:06 In order to preserve the Employment Insurance Premium reduction, the parties agree that employees who have incurred an occupational injury and illness while working with an employer other than OCH shall be eligible for Sick Leave benefits.

ARTICLE 8 – ORGANIZATIONAL CHANGE

8:01 **Procedure Upon Redundancy**

- (a) (i) Where a permanent established position has been declared surplus or redundant; or where an employee who immediately prior to accepting a temporary position has had to relinquish their substantive permanent position and the term of the temporary position has been completed; the Employer shall place the employee in a vacant position, which is affiliated with the CIPP, for which the employee is suited by education,

training, work experience, and the salary range of such employee's position subject to the employee meeting the job qualifications, and having the ability to do the work. It is understood that failing such a placement, the employee may be considered for placement in a vacant position which is not affiliated with other bargaining units.

"Declared surplus or redundant" shall be interpreted as the deletion of the position in question from the establishment of the Employer.

- (ii) Where a temporary employee who has completed five (5) years or more of continuous employment with the Corporation and whose employment is terminated prior to the completion of the term of the employee's contract, the Employer shall place the employee in a vacant position which is affiliated with the CIPP, for which the employee is suited by education, training, work experience, and the salary range of such employee's position subject to the employee meeting the job qualifications, and having the ability to do the work.
- (iii) In the circumstance where a multi- incumbent full time position has been declared surplus or redundant, the employee with the least amount of service time with the Employer will be declared surplus. Service time is understood to include all time worked continuously for the Employer (and its predecessors) irrespective of the positions held over the service time including part time or temporary work.

- (b) If no vacancy exists as contemplated in (a) above, the Employer shall place the employee in a vacant position at a lower classification level, which is affiliated with CIPP, for which the employee is suited by education, training, work experience, subject to the employee meeting the job qualifications and having the ability to do the work. In such a case, the employee shall maintain his/her rate of pay. As increases in pay are negotiated, the employee shall be entitled to receive one-half (1/2) the negotiated increase until the employee's higher rate of pay falls within the pay band of the position in which he/she was placed. If, after three (3) years from the date of placement in the lower level position, the employee is continuing to receive a salary in excess of the salary that corresponds to the lower level position, he/she shall immediately be placed at the maximum of his/her position's pay band.

- (c) In the event that the affected Employee is not appointed to a position as required in Article 8:01 (a), the employee shall be entitled for a period of six (6) months from the date of actual termination to be notified of, apply for, and be given consideration as an internal candidate to any vacant position for which the employee is suited by education, training and work experience.

8:02 **Schedule of Payments**

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 upon termination.

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

Where an employee has more than one (1) but less than three (3) years of continuous service with the Employer, the employee shall be entitled to 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) to Five (5) Years**

Where an employee has three (3) but less than five (5) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to three (3) months` pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(c) **Five (5) to Eight (8) Years**

Where an employee has five (5) but less than eight (8) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to four (4) months` pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(d) **Eight (8) to Ten (10) Years**

Where an employee has eight (8) 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.

(e) Ten (10) to Fourteen (14) Years

Where an employee has ten (10) but less than fourteen (14) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to seven (7) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(f) Fourteen (14) to Sixteen (16) Years

Where an employee has fourteen (14) but less than sixteen (16) 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.

(g) Sixteen (16) to Eighteen (18) Years

Where an employee has sixteen (16) but less than eighteen (18) 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.

(h) Eighteen (18) to Twenty (20) Years

Where an employee has eighteen (18) but less than twenty (20) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to eleven (11) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(i) Twenty (20) to Twenty-three (23) Years

Where an employee has twenty (20) but less than twenty-three (23) years of continuous service with the Employer, the

employee shall be entitled to a lump sum payment equal to fourteen (14) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(j) Twenty-three (23) to Twenty-five (25) Years

Where an employee has twenty-three (23) 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 sixteen (16) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

(k) Twenty-five (25) or More Years

Where an 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.

8:03 **Other Terminal Allowances**

In addition to the amount for which the employee has qualified in this Article, the employee shall be entitled to all other separation allowances as described in the Collective Agreement.

8:04 **Annual Leave Upon Rehire**

An employee who is terminated in accordance with this Article and who is subsequently rehired into a position affiliated with the Institute within twelve (12) calendar months of his/her termination date shall retain his/her previous date of hire with the Employer for the sole purpose of Annual Leave entitlement.

ARTICLE 9 – OMERS

9:01 **Employees in OMERS**

Employees shall have their pension benefits governed by the Ontario Municipal Employees Retirement System (OMERS).

ARTICLE 10 – BEREAVEMENT LEAVE

10:01 **Definition of Immediate Family**

For the purposes of this Article, the Immediate Family is defined as the employee's father, mother, step-father, step-mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandparent, grandchild, step-child or ward.

Spouse – Spouse shall mean the legally married spouse of the employee or a person of either sex who is and has been co-habiting with the employee in a common-law relationship for more than one (1) year.

Child – A child shall mean the issue of the employee or his or her spouse, or one formally adopted by the employee or his or her spouse, or a legal ward of the employee or his or her spouse.

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 five (5) 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 an employee while on annual leave suffers a Bereavement, the number of days of annual leave shall not be diminished by the entitlement to Bereavement Leave. Annual Leave may be extended with the consent of the supervisor.

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, sister-in-law, and foster parent. Employees may request such leave days not to be consecutive and such request shall not be unreasonably denied by the Employer.

If an employee while on annual leave suffers a Bereavement, the number of days of annual leave shall not be diminished by the

entitlement to Bereavement Leave. Annual Leave may be extended with the consent of the supervisor.

10:04 **Bereavement While on Other Leave**

If during a period of annual leave or sick leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under Article 10.02 or 10.03, the employee shall be granted bereavement leave with pay and his or her annual leave or sick leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

10:05 **Bereavement Leave- Extended Family**

An employee is entitled to Bereavement Leave with pay, for the day of the funeral, in the event of the death of the employee or spouse's aunt, uncle, niece or nephew.

10:06 The Employer may request supporting documentation for leave requests under this Article. Such requests shall be exercised reasonably.

10:07 **Consideration of Individual Circumstances**

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Manager may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different and/or for individuals other than those that are specifically provided for in Article 10.01, 10.02, 10.03, or 10.05.

ARTICLE 11 – SPECIAL LEAVE

11:01 Employees may use up to thirty (30) hours per year of special leave credits (which may be taken in thirty (30) minute increments) for the following types of reasons:

- (a) Professional appointments such as medical, dental, legal, optical and parent/teacher interviews for the employee and/or his or her child and spouse;
- (b) The unexpected or sudden illness of the employee's spouse or child which prevents the employee from reporting for duty;

- (c) The care of aging parents;
- (d) Emergency situations which prevent the employee from reporting to duty;
- (e) The birth or adoption of the employee's child.

11:02 The Employer may request supporting documentation for leave requests under this Article. Such requests shall be exercised reasonably.

ARTICLE 12 – PREGNANCY AND PARENTAL LEAVE

For the purposes of this section only, an “Eligible Employee” is:

- A permanent employee with thirteen (13) weeks or more of continuous service with the Employer; and
- A temporary employee who has completed twenty-four (24) months of continuous service with the Employer

12:01 **Entitlement to Leave Without Pay**

An employee, upon written request to the Division Director, shall be granted Pregnancy and/or Parental Leave of absence, without pay, of up to twelve (12) months, inclusive of the Pregnancy and Parental Leave provisions of the Employment Standards Act. This leave shall only be used for adoption or birth of an employee's child.

12:02 While on Pregnancy or Parental Leave, an Eligible Employee who has applied for and is in receipt of pregnancy or parental benefits under the Employment Insurance Act or the Quebec Parental Insurance Plan (“QPIP”) shall be entitled to receive 95% of his or her regular wage for any applicable statutory waiting period, as well as the difference between the Employment Insurance or QPIP entitlement and ninety-five percent (95%) of the employee's normal salary for a maximum period of twenty-five (25) weeks.

12:03 **Entitlements During Pregnancy and/or Parental Leave**

Employees who had thirteen (13) weeks or more of continuous service as of the date of commencement of Pregnancy and/or Parental Leave

shall, during such leave:

- (a) Continue to accumulate continuous service for purposes other than as set out in this Article 12;
- (b) Retain their increment date;
- (c) Retain their enrolment in the following Benefit Plans provided the employees make necessary arrangements to pay their share of the premium costs, where applicable:
 - Extended Health Plan
 - Dental Plan
 - Life Insurance
 - Semi-Private Hospital
- (d) Employees with less than thirteen (13) weeks of continuous service may make arrangements as set in 13:03 for continuation of certain benefits.

12:04 An employee is not entitled to paid sick leave while on pregnancy and/or parental leave.

ARTICLE 13 – PERSONAL LEAVE WITHOUT PAY

13:01 Request for Personal Leave

Employees who desire leave of absence without pay shall make application to the employee's Division Director.

13:02 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 and all benefits enjoyed by the employee immediately prior to the commencement of such leave of absence shall be suspended.

When the employee returns to full time, active employment, the employee's continuous service date, increment date and all benefits shall be adjusted according to the length of the leave of absence, and reinstated.

13:03 **Maintaining Certain Insurance Benefits**

Arrangements may be made between the employee and the employer for continuation of certain insured benefits while on a leave of absence.

ARTICLE 14 – RECOGNIZED HOLIDAYS

14:01 **Named Holidays**

The following Holidays shall be recognized by the Employer in accordance with its established practice, as paid holidays for all employees:

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

14:02 **Holiday Falling on a Day Off**

A day designated as a Recognized Holiday, as set out in Article 14:01, which coincides with an employee's day or days of rest, shall be celebrated on the first scheduled working day following the employee's day or days of rest.

14:03 **Authorized Work on a Holiday**

An employee who is required by the Employer to work on a Recognized Holiday shall be compensated at the rate of time and one-half (1 ½) for each hour so worked in addition to the pay for the Recognized Holiday as provided for in Article 14:01.

ARTICLE 15 – JURY AND WITNESS DUTY LEAVE

15:01 Reason for Leave

- (a) To 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 before any person or body of persons authorized by law to compel the attendance of witnesses before it.
- (b) Leave under this Clause 15:01 (a) shall be granted provided the employee pays to the Employer the allowances received from the Court or Committee exclusive of expenses, for such services. An employee is not required to pay such allowances when he /she testifies as an expert witness.

15:02 Jury and Witness Duty During Vacation

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 15:01, shall have such leave credits restored up to the number of days required to serve on the jury or to give evidence.

ARTICLE 16 – LEGAL PROTECTION

16:01 Defence of Employee’s Normal Actions

Where an action is brought against the Employer or any employee by a person/entity who has suffered damage by reason of any act or default on the part of the Employer or any employee thereof in the course of the pursuit of their duties, or where the employee is required to attend or appear or is named as a party before the employee’s regulatory body, a tribunal, or inquest, by reason of any act or default on the part of the employee in the course of the pursuit of their duties, the Employer shall assume the cost of the defense of the action and shall pay any damages or costs for which the Employer of the employee is liable in respect of such act or default.

Notwithstanding the above paragraph, the Employer will not provide financial indemnification for an Employee who has acted with dishonesty, bad faith or with intentional or reckless disregard for the best interests of the Employer.

ARTICLE 17 – TIME OFF FOR VOTING

17:01 (a) Provincial or Municipal Elections

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

(b) Federal Elections

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

ARTICLE 18 – WORKPLACE SAFETY AND INSURANCE BOARD

18:01 Medical Care and Treatment

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

18:02 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 employee's immediate supervisor is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.

18:03 **Entitlement**

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

(a) **Salary**

Pay of salary or earnings by the Employer to the maximum allowable under the Workplace Safety and Insurance Act from the date of disability and 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;

(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 the full premiums of the Benefit Plans in which such employees are enrolled.

(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.

18:04 **Return from Workplace Safety and Insurance Board 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 Article 18:03 shall cease.

18:05 **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, 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.

18:06 **Employee Right to Award for Injury**

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

18:07 **Disallowed Claim**

Where a claim has been disallowed by the Workplace Safety and Insurance Board, all payments made by the Employer shall be recovered from the Employee's Sick Leave entitlement, where such exist, or other means, as appropriate.

18:08 **Benefits Payable Upon Termination**

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

18:09 **If Workplace Safety and Insurance Becomes Taxable**

In the event the Workplace Safety and Insurance should become taxed as normal income, the Employer and the Institute agree that employees receiving Workplace Safety and Insurance 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.

ARTICLE 19 – VACANCIES

19:01 Posting of Vacancies

The Employer shall post notices for a period of five (5) full working days for all vacancies within the bargaining unit of a permanent nature and vacancies of a temporary nature in excess of twelve (12) months.

19:02 **Selection Procedure**

The Employer shall first conduct an internal competition and attempt to fill vacancies, as identified in clause 19:01, from within the Bargaining Unit.

If after completing an internal competition no internal candidate has been selected, the Employer may advertise externally.

ARTICLE 20 – PROBATIONARY PERIOD

20:01 **Probationary Period**

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

20:02 **Extension of Probationary Period**

The Employer may, with the written approval of the Institute, extend the Probationary Period as specified above for up to an additional three (3) months, but in all cases the request and confirmation or rejection must be in writing.

20:03 **Grievability or Arbitrability During Probation**

A dispute as to the termination, rejection or dismissal of a probationary employee shall be considered under the grievance or arbitration procedure as outlined in this Agreement except in the case of where such termination, rejection or dismissal is for just cause or unsuitability for the position.

ARTICLE 21 – GRIEVANCE PROCEDURE

21:01 **Definition of a Grievance**

- (a) For the purposes of this Agreement, a Grievance is a complaint in writing presented in accordance with this Agreement with respect to the interpretation, application, or alleged violation of the provisions of this Agreement and all matters pertaining thereto. A Grievance may concern a difference arising between an employee and the Employer or the Institute and the Employer.

- (b) For the purpose of this article, a working day is a day other than Saturday, Sunday or a Recognized Holiday as defined in Article 14:01.

21:02 **Complaints**

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible.

21:03 **Complaint Stage Must Precede Grievance**

An employee shall not file a Grievance until he or she has first given his or her immediate supervisor an opportunity of addressing his or her Complaint in accordance with Article 21:04.

21:04 **Complaint Stage**

If the employee has a Complaint (or problem) which he or she wishes to discuss with the Employer, he or she shall meet his or her Immediate Supervisor within five (5) working days of the occurrence giving rise to the complaint. Employees may be accompanied by a representative of the Institute when their complaints are being discussed with their Supervisor.

The immediate Supervisor's decision shall be given in writing within three (3) working days of the Complaint being made.

21:05 **Step One of the Grievance Procedure**

- (a) If such complaint is not resolved to the employee's satisfaction, the Institute may file a grievance on behalf of the employee within fifteen (15) working days of the immediate Supervisor's decision.
- (b) The Division Director or designate shall meet with the grievor and the Institute representative and deliver a decision, in writing, to the Institute within fifteen (15) working days from the day on which the grievance is received.

21:06 **Step Two of the Grievance Procedure**

- (a) If the Division Director or designate does not resolve the Grievance to the satisfaction of the Grievor and the Institute Representative or fails to meet with the Grievor and the Institute Representative, the Institute Grievance Committee may forward a copy of the Grievance to the Chief Executive Officer within five (5) working days from the day upon which the decision of the Division Director or designate was received.
- (b) The Chief Executive Officer or designate shall meet with the grievor and the Institute representative and deliver a decision, in writing, to the Institute within fifteen (15) working days from the day on which the grievance is received.

21:07 **Arbitration**

If the Chief Executive Officer or designate does not resolve the grievance to the satisfaction of the Grievor and the Institute Representative, the matter may be referred to Arbitration within ten (10) working days from receipt of the decision.

21:08 **Discharge Grievance**

If a grievance relating to the discharge of an employee is to proceed, the grievance must be presented to the Chief Executive Officer within fifteen (15) working days from the date the employee was terminated. The grievance will then proceed in accordance with clause 21:06 (b).

21:09 **Grievance of the Parties**

- (a) Where the Grievance is initiated by either the Institute or the Employer, the procedure shall begin with service of a written Grievance by the Chief Executive Officer or the Institute upon the other Party.
- (b) Upon receipt of such Grievance, the Chief Executive Officer or the Institute shall, within (5) working days, meet with the grieving party and shall deliver a decision, in writing, within five (5) working days after the said meeting.

- (c) If the decision rendered in (b) is not acceptable to the grieving party, the latter may notify the other party within ten (10) working days from receipt of the said decision, by means of a written notice of intention to arbitrate, that the matter will be referred to Arbitration for final disposition in accordance with the procedures set out in Article 22 of this Agreement.

21:10 **Representation by Institute**

- (a) The grievor has the right to be present at any meeting convened pursuant to the Article.
- (b) The grievor has the right to be accompanied by an Institute representative at any meeting convened with respect to a complaint under Section 21:04.
- (c) An Institute representative shall be present at any meeting convened beyond the complaint stage under Section 21:04.
- (d) If meetings pursuant to this Article take place during the grievor's working hours, the grievor may attend with no loss of pay.
- (e) One (1) employee knowledgeable and/or involved/concerned with an Institute grievance may attend the grievance meeting for such grievance with no loss of pay.

21:11 **Time Limits**

The time limits expressed in this Article are working days, and may be extended by mutual agreement between the Institute Grievance Committee and the Employer.

21:12 **Meetings**

All meetings referred to in the grievance procedure shall be held at the Employer's premises. Grievors may be present at such meetings without loss of pay for the time so involved.

21:13 **Dispensing with Grievance Steps**

Except as provided in Article 21:09 and 21:10, no matter may be submitted to Arbitration which has not been carried through all stages of the grievance procedure, unless otherwise agreed to in writing by both parties.

ARTICLE 22 – ARBITRATION OF RIGHTS

22:01 **Applying for Arbitration**

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that any provision of this Agreement has been violated either of the Parties may, after exhausting the Grievance Procedure established by Article 21, notify the other Party in writing of its desire to submit the matter to a single arbitrator mutually agreed upon by the parties.

22:02 **Request to Minister to Appoint**

If the parties fail to agree upon a person to act as a single arbitrator either Party may apply to the Minister of Labour of Ontario to appoint a person to act as a single arbitrator.

22:03 **Hearing and Decision**

The single arbitrator shall hear and determine the matter and shall issue a decision. That decision is final and binding upon the Parties and upon any employee affected by it.

22:04 **Decision Must Accord With This Agreement**

The Arbitrator shall not have the power to alter or amend any provision of this Agreement or to substitute any new provision for an existing provision or to render any decision inconsistent with the provisions of this Agreement.

22:05 **Arbitrator May Appropriately Determine Penalty**

Where the Arbitrator determines that an employee has been discharged or otherwise disciplined by the Employer for cause, the Arbitrator may

substitute such other penalty for the discharge or discipline as the Arbitrator deems just and reasonable in all the circumstances.

22:06 **Expenses of Arbitration**

Each Party shall bear equally the expenses of the Arbitrator and all other expenses of the Arbitration.

ARTICLE 23 – INSTITUTE FEES

23:01 **Monthly Dues and Membership**

The Employer shall deduct an amount equal to the monthly membership dues from all present members of the Institute, other professional employees who have signed a payroll deduction form and from all future employees in the bargaining unit represented by the Institute who shall become and remain members of the Institute in good standing in accordance with the By-laws of the Institute.

23:02 **Remitting Dues and List**

The amounts deducted in accordance with Article 23:01 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 identifying each employee and the deductions made on his or her behalf.

23:03 **Monthly Dues, Exclusive of Initiations or Special Levies**

Membership dues shall not include entrance fees or special assessments levied by the Institute.

23:04 **Monthly List**

Every month, the Employer shall provide the Institute with a current alphabetical list of members, showing names, addresses and anniversary dates and where possible indicate which employees have been added to or deleted from the membership of the Institute.

ARTICLE 24 – INSURANCE PLAN

24:01 **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 enrol employees in the benefit plans described in this article.

24:02 **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.

24:03 **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.

24:04 **Opting Out of Medical and Dental Plans**

Upon written notification to the Employer, employees may opt out of the Medical and Dental plans, as set out in Articles 24:06 and 24:07. It is understood that if an employee opts out of any aforementioned Insurance Plans, the employee shall not be entitled to any payment in lieu of the Plans.

24:05 **Premiums**

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

24:06 Health Plan

The Employer agrees during the duration of this contract to pay one hundred percent (100%) of the cost of the monthly premium for eligible employees in the following Health Plan. The Employee agrees to pay a \$25.00 single/family deductible annually:

- (a) Hospital - Private room accommodation
- (b) 90% reimbursement on prescription drugs,
- (c) 100% reimbursement on all other Basic Expenses listed in the Great West Life CIPP Employee Benefit Booklet including;

Registered nurse in your home to a maximum of \$15,000 in any calendar year; orthotics to a maximum of \$200 per person per calendar year; hearing aid coverage of up to \$500 per person every five (5) years; and other prescribed medical supplies and services to specified maximums.
- (d) **Paramedical Services**

Five hundred dollars (\$500) per person per calendar year for each of the following services; Chiropractors, Podiatrists, Naturopaths, Osteopaths, Psychologists/Social Workers, Speech Therapists, Massage Therapists, Acupuncturists.

Seven hundred and fifty dollars (\$750) per person per calendar year for Physiotherapists.
- (e) **Vision Care Plan**

Eye examinations, eyeglasses, contact lenses or elective laser vision correction procedures up to \$500 per person every twenty-four (24) months.
- (f) **Out-of-Country Emergency Care**

Consult the Great West Life CIPP Employee benefit Booklet for further details.

24:07 Dental Plan

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

- a) Claims will be paid in accordance with the current Ontario Dental Association (O.D.A.) Fee Guide in the following manner:
- b) Coverage will include:
 - 1) Basic Services – 100% reimbursement
 - 2) Major Restorative Services – crowns and bridges – 50% reimbursement
 - 3) Orthodontics - 80% reimbursement
 - 4) Accidental Dental Injury Coverage – 100%
- c) Benefit Maximums
 - 1) Basic Services – Unlimited
 - 2) Major Restorative Services - \$1,000 per person per calendar year
 - 3) Orthodontic - \$5,000 lifetime
 - 4) Accidental Dental Injury Coverage – Unlimited

24:08 Life Insurance and Accidental Death and Dismemberment

a) Basic Life Insurance

The Employer shall contribute seventy-five (75%) percent of the premium costs of a group life insurance plan providing benefits equal to two and one-half (2 ½) times the employee's basic annual earnings (to the nearest \$1,000 of benefit), for each eligible employee.

b) Optional Life Insurance

The Employer agrees to provide Optional Life Insurance for purchase by employees and their eligible dependent provided the employee pays the full premium.

c) **Optional Accidental Death and Dismemberment**

The Employer agrees to provide Accidental Death and Dismemberment Insurance for purchase by employees provided the employee pays the full premium.

24:09 **Long-Term Disability**

- a) The Employer shall provide a Long-Term Disability Insurance Plan providing a level of benefit equal to seventy-five percent (75%) of basic earnings to a maximum of \$9,000 of monthly benefit. The Employer shall pay to each eligible employee an amount equal to the full premium that employee contributed for that Plan.
- b) Employees who qualify for these benefits shall be eligible to receive payment from the Long-Term Disability Insurance Plan after their Income Protection benefits, as set out in Article 7, have been exhausted.
- c) The terms and conditions for Long-Term Disability shall be as outlined in the Master Contract, the conditions of which shall not be changed without the consent of the Institute.
- d) An employee absent from work on LTDI shall not earn/accumulate annual leave credits while on such leave.
- e) The Employer shall pay the full costs of maintaining Extended Health Care, Dental benefits, and Life Insurance premiums for an employee who is in receipt of Long-Term Disability Insurance benefits.
- f) The Long-Term Disability benefits will be increased annually to the Consumer Price Index to a maximum of 4%.

24:10 **Retiree Benefit Program**

Subject to Appendix F, an employee who retires and is in receipt of a non-actuarially reduced pension shall be entitled to the benefits of Article 24, Clause 24:06 until age 65 and the premium costs of such plans shall be borne by the Employer.

24:11 **Wellness Benefit**

The Employer shall provide reimbursement for costs paid by an Employee, who has completed the probationary period, for expenses related to health and/or wellness initiatives, according to the following schedule:

- Up to five (5) years of service - \$100 per year
- Up to ten (10) years of service - \$150 per year
- Up to fifteen (15) years of service - \$200 per year
- Over fifteen (15) years of service - \$250 per year

The Employer reserves the right to determine eligible expenses and shall exercise this right in a reasonable fashion.

ARTICLE 25 – PERFORMANCE REVIEW

25:01 **Occasions for Review**

Performance Reviews shall be held yearly for each employee covered by this Collective Agreement, and as outlined below:

- (a) at least once prior to the completion of an employee's Probationary Period;
- (b) within six (6) months of an unsatisfactory employee Performance Review;
- (c) at the request of an employee prior to termination or transfer to another department or branch of a department, and provided that no Performance Review has been undertaken within six (6) months of such request;
- (d) as set out in Article 27:05.

25:02 **Right to Comment**

When an employee's performance is formally reviewed, the employee shall be given the opportunity to sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to comment on the review material in writing and such comments shall become part of the employee's permanent file.

ARTICLE 26 – EVIDENCE FROM OFFICIAL PERSONNEL FILE

26:01 **Evidence From File**

Notices of disciplinary action which may have been placed on the personnel file of employees shall be removed after not more than eighteen (18) months have elapsed since the disciplinary action has been taken, provided that no similar disciplinary action has been recorded. Absences of three (3) or more consecutive months will extend this period by the duration of the absence.

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

26:02 **Right to Review**

An employee shall have the right, upon sufficient notice, to review his/her file and shall have the right to respond in writing to any document contained therein. Such response shall become part of the permanent file record.

It is understood that sufficient notice shall not exceed three (3) working days.

ARTICLE 27 – SALARIES

27:01 **Administration**

The administration of salaries shall be governed by the Employer's Salary Administration Policy.

27:02 **Payment of Salary**

Employees shall be paid bi-weekly for services rendered at a salary rate within the scale for the classifications to which such employees have been appointed by the Employer.

- (a) The hourly rate of pay is the official rate for all employees and the other rates of pay are for information purposes only.

- (b) To calculate the annual salary multiply the hourly rate by the bi-weekly hours of work by 26.088.
- (c) To calculate the 52 week salary multiply the hourly rate by the bi-weekly hours of work by 26.0.
- (d) To calculate the four-weekly rate multiply the hourly rate by the bi-weekly hours by 2.
- (e) To calculate the weekly rate multiply the hourly rate by the weekly hours of work.
- (f) To calculate the daily rate of pay multiply the hourly rate by the daily hours of work.

27:03 **Salary Increments**

Employees, other than as set out in Articles 27:04 and 27:05, shall be granted salary increments on their anniversary dates until they reach the maximum rate in the range or rates for the classifications to which they are appointed.

27:04 **Denial of Increment**

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

27:05 **Re-Instatement of Increment**

When the Employer has denied a salary increment under Article 27:04, a quarterly review of the employee's performance shall be held in the following year. Should the Employer agree to grant the increment, the effective date of the increment shall be as of the date of the review. If the agreement to restore the increment occurs in the first half of such year, the employee shall maintain the date of increment formerly held. If the agreement to restore the increment occurs in the last half of such year, a new anniversary date as of the review will be established.

27:06 **Salary Protection on Downward Reclassification**

When a position has been reclassified downward the incumbent employee shall:

- (a) If earning less than the new classification maximum, be fitted into the new classification at a salary level not less than the employee earned prior to the classification. The employee's increment date shall remain unchanged.
- (b) If earning more than the new classification maximum, the employee shall maintain his/her rate of pay. As increases in pay are negotiated, the employee shall be entitled to receive one-half (1/2) the negotiated increase until the employee's higher rate of pay falls within the pay band of the reclassified position. If, after three (3) years from the effective date of the downward reclassification the employee is continuing to receive a salary in excess of the salary that corresponds to the lower level classification, he/she shall immediately be placed at the maximum of his/her position's pay band.

PAY RATES BY SCHEDULE
35 HOURS/WEEK

Effective Jan -01-2017
1.9% increase

Band 1	1	2	3	4	5	6
26 Pays	\$ 61,152.00	\$ 63,663.60	\$ 66,193.40	\$ 68,850.60	\$ 71,562.40	\$ 74,419.80
Biweekly	\$ 2,352.00	\$ 2,448.60	\$ 2,545.90	\$ 2,648.10	\$ 2,752.40	\$ 2,862.30
Hourly	\$ 33.60	\$ 34.98	\$ 36.37	\$ 37.83	\$ 39.32	\$ 40.89
Band 2	1	2	3	4	5	6
26 Pays	\$ 66,575.60	\$ 69,269.20	\$ 71,981.00	\$ 74,911.20	\$ 77,859.60	\$ 81,044.60
Biweekly	\$ 2,560.60	\$ 2,664.20	\$ 2,768.50	\$ 2,881.20	\$ 2,994.60	\$ 3,117.10
Hourly	\$ 36.58	\$ 38.06	\$ 39.55	\$ 41.16	\$ 42.78	\$ 44.53
Band 3	1	2	3	4	5	6
26 Pays	\$ 72,508.80	\$ 75,420.80	\$ 78,442.00	\$ 81,663.40	\$ 84,793.80	\$ 88,215.40
Biweekly	\$ 2,788.80	\$ 2,900.80	\$ 3,017.00	\$ 3,140.90	\$ 3,261.30	\$ 3,392.90
Hourly	\$ 39.84	\$ 41.44	\$ 43.10	\$ 44.87	\$ 46.59	\$ 48.47
Band 4	1	2	3	4	5	6
26 Pays	\$ 79,861.60	\$ 83,083.00	\$ 86,359.00	\$ 89,798.80	\$ 93,329.60	\$ 97,078.80
Biweekly	\$ 3,071.60	\$ 3,195.50	\$ 3,321.50	\$ 3,453.80	\$ 3,589.60	\$ 3,733.80
Hourly	\$ 43.88	\$ 45.65	\$ 47.45	\$ 49.34	\$ 51.28	\$ 53.34
Band 5	1	2	3	4	5	6
26 Pays	\$ 86,959.60	\$ 90,399.40	\$ 94,003.00	\$ 97,825.00	\$ 101,774.40	\$ 105,851.20
Biweekly	\$ 3,344.60	\$ 3,476.90	\$ 3,615.50	\$ 3,762.50	\$ 3,914.40	\$ 4,071.20
Hourly	\$ 47.78	\$ 49.67	\$ 51.65	\$ 53.75	\$ 55.92	\$ 58.16
Band 6	1	2	3	4	5	6
26 Pays	\$ 94,603.60	\$ 98,316.40	\$ 102,229.40	\$ 106,288.00	\$ 110,583.20	\$ 114,969.40
Biweekly	\$ 3,638.60	\$ 3,781.40	\$ 3,931.90	\$ 4,088.00	\$ 4,253.20	\$ 4,421.90
Hourly	\$ 51.98	\$ 54.02	\$ 56.17	\$ 58.40	\$ 60.76	\$ 63.17
Band 7	1	2	3	4	5	6
26 Pays	\$ 101,901.80	\$ 105,960.40	\$ 110,219.20	\$ 114,641.80	\$ 119,173.60	\$ 123,960.20
Biweekly	\$ 3,919.30	\$ 4,075.40	\$ 4,239.20	\$ 4,409.30	\$ 4,583.60	\$ 4,767.70
Hourly	\$ 55.99	\$ 58.22	\$ 60.56	\$ 62.99	\$ 65.48	\$ 68.11
Band 8	1	2	3	4	5	6
26 Pays	\$ 110,965.40	\$ 115,406.20	\$ 120,065.40	\$ 124,815.60	\$ 129,747.80	\$ 134,989.40
Biweekly	\$ 4,267.90	\$ 4,438.70	\$ 4,617.90	\$ 4,800.60	\$ 4,990.30	\$ 5,191.90
Hourly	\$ 60.97	\$ 63.41	\$ 65.97	\$ 68.58	\$ 71.29	\$ 74.17

PAY RATES BY SCHEDULE				Effective Jan - 01- 2018		
35 HOURS/WEEK				2% increase		
Band 1	1	2	3	4	5	6
26 Pays	\$ 62,371.40	\$ 64,937.60	\$ 67,522.00	\$ 70,233.80	\$ 73,000.20	\$ 75,912.20
Biweekly	\$ 2,398.90	\$ 2,497.60	\$ 2,597.00	\$ 2,701.30	\$ 2,807.70	\$ 2,919.70
Hourly	\$ 34.27	\$ 35.68	\$ 37.10	\$ 38.59	\$ 40.11	\$ 41.71
Band 2	1	2	3	4	5	6
26 Pays	\$ 67,904.20	\$ 70,652.40	\$ 73,418.80	\$ 76,403.60	\$ 79,424.80	\$ 82,664.40
Biweekly	\$ 2,611.70	\$ 2,717.40	\$ 2,823.80	\$ 2,938.60	\$ 3,054.80	\$ 3,179.40
Hourly	\$ 37.31	\$ 38.82	\$ 40.34	\$ 41.98	\$ 43.64	\$ 45.42
Band 3	1	2	3	4	5	6
26 Pays	\$ 73,964.80	\$ 76,931.40	\$ 80,007.20	\$ 83,301.40	\$ 86,486.40	\$ 89,980.80
Biweekly	\$ 2,844.80	\$ 2,958.90	\$ 3,077.20	\$ 3,203.90	\$ 3,326.40	\$ 3,460.80
Hourly	\$ 40.64	\$ 42.27	\$ 43.96	\$ 45.77	\$ 47.52	\$ 49.44
Band 4	1	2	3	4	5	6
26 Pays	\$ 81,463.20	\$ 84,739.20	\$ 88,088.00	\$ 91,600.60	\$ 95,204.20	\$ 99,026.20
Biweekly	\$ 3,133.20	\$ 3,259.20	\$ 3,388.00	\$ 3,523.10	\$ 3,661.70	\$ 3,808.70
Hourly	\$ 44.76	\$ 46.56	\$ 48.40	\$ 50.33	\$ 52.31	\$ 54.41
Band 5	1	2	3	4	5	6
26 Pays	\$ 88,706.80	\$ 92,201.20	\$ 95,877.60	\$ 99,790.60	\$ 103,812.80	\$ 107,962.40
Biweekly	\$ 3,411.80	\$ 3,546.20	\$ 3,687.60	\$ 3,838.10	\$ 3,992.80	\$ 4,152.40
Hourly	\$ 48.74	\$ 50.66	\$ 52.68	\$ 54.83	\$ 57.04	\$ 59.32
Band 6	1	2	3	4	5	6
26 Pays	\$ 96,496.40	\$ 100,282.00	\$ 104,267.80	\$ 108,417.40	\$ 112,803.60	\$ 117,262.60
Biweekly	\$ 3,711.40	\$ 3,857.00	\$ 4,010.30	\$ 4,169.90	\$ 4,338.60	\$ 4,510.10
Hourly	\$ 53.02	\$ 55.10	\$ 57.29	\$ 59.57	\$ 61.98	\$ 64.43
Band 7	1	2	3	4	5	6
26 Pays	\$ 103,940.20	\$ 108,071.60	\$ 112,421.40	\$ 116,935.00	\$ 121,557.80	\$ 126,435.40
Biweekly	\$ 3,997.70	\$ 4,156.60	\$ 4,323.90	\$ 4,497.50	\$ 4,675.30	\$ 4,862.90
Hourly	\$ 57.11	\$ 59.38	\$ 61.77	\$ 64.25	\$ 66.79	\$ 69.47
Band 8	1	2	3	4	5	6
26 Pays	\$ 113,185.80	\$ 117,717.60	\$ 122,467.80	\$ 127,309.00	\$ 132,350.40	\$ 137,683.00
Biweekly	\$ 4,353.30	\$ 4,527.60	\$ 4,710.30	\$ 4,896.50	\$ 5,090.40	\$ 5,295.50
Hourly	\$ 62.19	\$ 64.68	\$ 67.29	\$ 69.95	\$ 72.72	\$ 75.65

PAY RATES BY SCHEDULE				Effective Jan - 01- 2019		
35 HOURS/WEEK				2% increase		
Band 1						
	1	2	3	4	5	6
26 Pays	\$ 63,627.20	\$ 66,229.80	\$ 68,868.80	\$ 71,635.20	\$ 74,456.20	\$ 77,422.80
Biweekly	\$ 2,447.20	\$ 2,547.30	\$ 2,648.80	\$ 2,755.20	\$ 2,863.70	\$ 2,977.80
Hourly	\$ 34.96	\$ 36.39	\$ 37.84	\$ 39.36	\$ 40.91	\$ 42.54
Band 2						
	1	2	3	4	5	6
26 Pays	\$ 69,269.20	\$ 72,072.00	\$ 74,893.00	\$ 77,932.40	\$ 81,008.20	\$ 84,320.60
Biweekly	\$ 2,664.20	\$ 2,772.00	\$ 2,880.50	\$ 2,997.40	\$ 3,115.70	\$ 3,243.10
Hourly	\$ 38.06	\$ 39.60	\$ 41.15	\$ 42.82	\$ 44.51	\$ 46.33
Band 3						
	1	2	3	4	5	6
26 Pays	\$ 75,439.00	\$ 78,478.40	\$ 81,608.80	\$ 84,975.80	\$ 88,215.40	\$ 91,782.60
Biweekly	\$ 2,901.50	\$ 3,018.40	\$ 3,138.80	\$ 3,268.30	\$ 3,392.90	\$ 3,530.10
Hourly	\$ 41.45	\$ 43.12	\$ 44.84	\$ 46.69	\$ 48.47	\$ 50.43
Band 4						
	1	2	3	4	5	6
26 Pays	\$ 83,101.20	\$ 86,431.80	\$ 89,853.40	\$ 93,438.80	\$ 97,115.20	\$ 101,010.00
Biweekly	\$ 3,196.20	\$ 3,324.30	\$ 3,455.90	\$ 3,593.80	\$ 3,735.20	\$ 3,885.00
Hourly	\$ 45.66	\$ 47.49	\$ 49.37	\$ 51.34	\$ 53.36	\$ 55.50
Band 5						
	1	2	3	4	5	6
26 Pays	\$ 90,472.20	\$ 94,039.40	\$ 97,788.60	\$ 101,792.60	\$ 105,887.60	\$ 110,128.20
Biweekly	\$ 3,479.70	\$ 3,616.90	\$ 3,761.10	\$ 3,915.10	\$ 4,072.60	\$ 4,235.70
Hourly	\$ 49.71	\$ 51.67	\$ 53.73	\$ 55.93	\$ 58.18	\$ 60.51
Band 6						
	1	2	3	4	5	6
26 Pays	\$ 98,425.60	\$ 102,284.00	\$ 106,360.80	\$ 110,583.20	\$ 115,060.40	\$ 119,610.40
Biweekly	\$ 3,785.60	\$ 3,934.00	\$ 4,090.80	\$ 4,253.20	\$ 4,425.40	\$ 4,600.40
Hourly	\$ 54.08	\$ 56.20	\$ 58.44	\$ 60.76	\$ 63.22	\$ 65.72
Band 7						
	1	2	3	4	5	6
26 Pays	\$ 106,015.00	\$ 110,237.40	\$ 114,678.20	\$ 119,282.80	\$ 123,996.60	\$ 128,965.20
Biweekly	\$ 4,077.50	\$ 4,239.90	\$ 4,410.70	\$ 4,587.80	\$ 4,769.10	\$ 4,960.20
Hourly	\$ 58.25	\$ 60.57	\$ 63.01	\$ 65.54	\$ 68.13	\$ 70.86
Band 8						
	1	2	3	4	5	6
26 Pays	\$ 115,442.60	\$ 120,065.40	\$ 124,924.80	\$ 129,857.00	\$ 134,989.40	\$ 140,431.20
Biweekly	\$ 4,440.10	\$ 4,617.90	\$ 4,804.80	\$ 4,994.50	\$ 5,191.90	\$ 5,401.20
Hourly	\$ 63.43	\$ 65.97	\$ 68.64	\$ 71.35	\$ 74.17	\$ 77.16

ARTICLE 28 – ACTING APPOINTMENTS

28:01 Placement When Appointed

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

The salary placement in recognition of an acting appointment shall be in accordance with the Employer's policy on Salary Administration and the Employer's Acting Pay Policy.

- (a) If an employee is designated by the Division Director as filling a position on a temporary or acting basis, he/she shall be entitled to any adjustment of salary after the first five (5) consecutive working days of such acting rank are complete (the "Qualifying Period"). Following the Qualifying Period, he/she shall be entitled to receive, retroactive to the first day of the acting or temporary assignment:
- (i) A salary equal to the greater of the first year rate in the position in which the employee is acting.

OR

- (ii) Placement in the salary schedule of the position in which he/she is acting which will give the employee a minimum of 104% of the employee's present salary. In no case, however, shall acting pay exceed the maximum of the salary range in which the employee is acting.

An employee who is at the maximum of the salary scale of his/her substantive position shall be eligible to receive an increment in the salary scale in which he/she is acting, provided that the employee is not already at the maximum of that salary scale and has been in the acting position for one (1) year.

An employee not at the maximum of their substantive position shall retain the increment date of the substantive position and the acting pay will be adjusted accordingly.

- (b) The employee shall be entitled to receive the adjusted salary only so long as active in the higher classification and the adjustment shall be applied retroactively to the beginning of the period in which the employee was designated as acting. This paragraph shall not apply in the case of an employee who has been appointed at a rate lower than the rate in the scale established for the position which he/she is filling on a temporary basis, awaiting such time as any qualifications and experience, as determined by the Employer, have reached the level which fully qualified the employee to receive the rate of pay for the position as established.
- (c) When an employee is required to act in a position, the classification of which does not fall within the scope of the Collective Agreement applicable to the employee, for a temporary period or on an acting basis, the salary shall be adjusted by the employer in the manner set forth in (a) and (b) above.
- (d) Where an employee who is being paid acting rank is promoted or reclassified, the rate of adjustment to which he/she is entitled shall be based on the established rate, not the acting rate, and the effective date of such promotion shall be the date upon which the acting designation was made.

28:02 **Employment Status**

An employee with permanent employment status shall not have such status affected by the acceptance of an acting appointment.

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 and two (2) other employees authorized by the said Board of Directors, 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 three (3) 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 pay year.

29:02 **Leave for Bargaining or Arbitration**

The employer shall grant leave of absence with pay to a maximum of three (3) employees to represent the Institute in negotiations or arbitration with the Employer for the renewal of the collective agreement.

ARTICLE 30 – CAREER DEVELOPMENT

30:01 **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 Staff Educational Policy of the Employer at the time the leave is granted.

30:02 **Examination Leave**

- (a) Leave of absence, with pay, to write examinations may be granted by the Employer to an employee who is not on Education 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 his/her qualifications.
- (b) Leave of absence without pay to write examinations unrelated to the employee's duties may be granted by the Employer to an employee who is not on education leave.

Such leave shall not be unreasonably withheld by the Employer.

30:03 **Staff Training Policy**

Consistent with the commitment of the Employer to the professional development of employees, managers will work with assigned employees to identify individual learning objectives that are related to the duties of the position. Appropriate training opportunities will be made available that will be funded by the employer and conducted during regular hours of work. Employees may also identify professional development opportunities that are available at other times or on the employee's own time for which the employee would like financial support from the Employer.

A training request by an employee may be sent to the employee's immediate supervisor who will respond to the request in writing. If the request is refused, reasons for the refusal will be provided to the employee.

ARTICLE 31 – TEMPORARY EMPLOYEES

31:01 **Term of Employment**

It is recognized that the Employer, on occasion, has staffing requirements which 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 two (2) years. Where the Employer's need for the individual(s) is further assessed and may exceed the two (2) year period, discussions between the Institute and the Employer shall take place.

ARTICLE 32 – PROTECTIVE FOOTWEAR

32:01 **Protective Footwear**

- (a) Employees required by the Employer to wear protective footwear shall be provided with such protective footwear which shall be replaced, when required, by the Employer.
- (b) The employer shall provide protective clothing and gloves to employees subject to operational requirements.

ARTICLE 33 – JOB DESCRIPTIONS

33:01 The Employer will provide the Institute with copies of job descriptions for the information of its members within five (5) working days of such request.

ARTICLE 34 – VEHICLE EXPENSES

- 34:01 When an employee is required by the Employer to drive a personally owned or leased automobile in the usual course of his employment, the Employer agrees to reimburse the employee for all kilometers driven on the Employer's business at the maximum rate per kilometre that is allowed by the Canada Revenue Agency guidelines as a non-taxable reimbursement.
- 34:02 Employees who receive the allowances set out above will be provided with an accurate signed Form T2200 (Canada Revenue Agency) confirming the automobile use as a work requirement.
- 34:03 An employee who is not required to drive a personally owned or leased automobile in the usual course of his employment, but who may be authorized occasionally to use his own vehicle, shall be reimbursed at the rate specified in Article 34:01.
- 34:04 The portion of an employee's automobile insurance premium arising from the use of an automobile on the Employer's business shall be paid by the Employer, to a maximum of \$300.00 per year per employee, upon production of a receipt from the insurance carrier. The Employer reserves the right to seek clarification on claims which appear excessive.
- 34:05 It is understood that the provision of this Article shall apply to job-sharing employees (on a pro-rata basis if applicable).
- 34:06 The Employer shall continue the present practice of reimbursing parking expenses incurred while on the Employer's business.
- 34:07 Claims for mileage must be submitted in a timely manner after the completion of each month. Employees are not eligible for reimbursement if claims are submitted more than sixty (60) days after the end of the month in which the claim has occurred.

ARTICLE 35 – ALTERNATE WORK ARRANGEMENTS

35:01 **Job Sharing**

Job sharing shall be defined as two salaried employees sharing one job equally on a trial basis for a specified period of time. The terms, rights, benefits and privileges provided to the employee of the trial shall be acceptable to the parties and shall not be inconsistent with the intent of the Collective Agreement.

35:02 **Job Sharing Conditions**

- (a) Employees must hold the same position.
- (b) The job left open as a result of two employees sharing a job shall be filled following the promotion procedure in accordance with the Collective Agreement. Where possible, this job shall be filled coincidental with the start of the trial.
- (c) Job sharing employees and all others transferred, promoted or acting shall return to their former jobs upon the expiration of the trial.
- (d) The parties make no commitment that the trials exceed the stated period of time.
- (e) Either party may terminate a trial prior to its expiration and employees will return to jobs as above.

35:03 **Job Sharing: Benefits and Leave**

(a) **Pension**

The Employer and employee will continue to contribute equally to the applicable pension plan and contributions will be based on the employee's earnings.

(b) **Extended Health Care Including Dental**

Employer will continue any coverage in effect and will contribute 50% of the contributions made on behalf of full-

time employees as outlined in the Collective Agreement.

(c) **Sick Leave**

Employer will continue to provide, at no cost to employees, paid sick leave benefits which will be based on job shared hours and earnings.

(d) **Long-Term Disability Insurance**

Employer will continue, at no cost to employees, coverage in effect for full-time employees save and except that benefits will be based on job shared hours and earnings.

(e) **Bereavement Leave**

Bereavement Leave will be as outlined in the Collective Agreement save and except that leave will be pro-rated in accordance with normal time worked and established work schedule.

(f) **Group Life Insurance**

Employer will provide life insurance of 2 ½ times the job sharer's salary based on job shared hours and earnings, and the Employer will pay 75% of the premiums for same.

(g) **Special Leave**

Special Leave will be as outlined in the Collective Agreement save and except it will be pro-rated in accordance with normal time worked and established work schedule. Professional appointments such as medical, dental, legal, and optical should be arranged for time outside of normal job sharing hours.

(h) **Vacation Leave**

The number of weeks of vacation leave shall be as outlined in the Collective Agreement. The accumulation and usage shall be adjusted to reflect the job sharing hours worked.

35:04 **Reduced Work Week Arrangements**

- (a) Subject to operational requirements, the Employer will consider employee proposals for a reduced work week arrangement, whereby, employees can work 80% of the weekly hours of work (80% of 35 hours per week) and receive pay for only 80% of the weekly hours of work.
- (b) All reduced work week arrangements shall be subject to approval of the Employer and must be confirmed in writing to the employee requesting such an arrangement prior to the commencement of such reduced work week.
- (c) All reduced work week arrangements can be terminated, without cause, by either the Employer or the employee, by providing written notice of one (1) month to the other party.
- (d) All reduced work week arrangements shall be renewable annually but the Employer makes no commitment that the arrangement will be renewed.
- (e) The terms and conditions of the Collective Agreement applicable to full-time employees (35 hours per week) shall apply except as hereafter modified:
 - (i) Leaves, All leave entitlements, except Bereavement leave, shall be pro-rated to reflect the employees reduced weekly hours of work under the reduced work week arrangement in relation to the normal full-time hours of work (35 hours per week). Bereavement leave is not pro-rated and employees remain entitled to the number of days as described in Article 11.
 - (ii) Pension Contributions- The Employer and the employee contributions are reduced to reflect the reduced earnings of the employee. All other pension contributions are in accordance with the OMERS rules.
 - (iii) Insurance Benefits*- The Employer and the employee shall continue to share the costs of benefit plans as described in Article 24. All insured benefits shall remain

unchanged except for Long-Term Disability Insurance and Life Insurance which will be reduced to reflect the employees reduced earnings; and

- (iv) Service- Service for the purpose of increments and leave accumulation shall continue to accrue without modification during the reduced work week arrangement.
- (f) The approval, denial or termination of a reduced work week arrangement by the Employer shall not be a grievable matter and thereby is not subject to Articles 22 and 23 of the Collective Agreement.
- (g) The Employer will advise the Institute of the approval, denial or termination of a reduced work week arrangement.

* Presently benefit plans require that employees work at least 30 hours per week in order to be entitled to benefit coverage. Changes to the benefit plans will be required to implement (e) (iii) and the Employer reserves the right to withdraw this section should modifications result in an increase in premium costs.

35:05 **Compressed Work Week**

A compressed work week allows employees to work longer for parts of the week or pay period in exchange for shorter days or a day off each week or pay period.

An employee seeking approval for a compressed work week will communicate this request in writing to their manager. The request will include the proposed schedule of work time and time off. Approval is at the Employer's discretion.

It is understood that, with 4 weeks' notice, the Manager may suspend or cancel the compressed work week arrangement.

Scheduled days off (or part thereof) must be earned prior to taking them off and cannot be accumulated or banked. Employees who wish to come to work on a scheduled day off (or part thereof) must obtain prior approval and propose alternate time off. Where a scheduled day off falls on a statutory holiday, the Employee and Manager will select a mutually acceptable alternate day off.

ARTICLE 36 – DURATION OF AGREEMENT

36:01 **Duration**

The Agreement shall remain in force and effect from January 1, 2017 to December 31, 2019.

36:02 **Bridge Extension**

Notwithstanding subsection 36:01 above, the provisions of this Agreement shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

36:03 **Amendments During Life of Agreement**

Any provision of this Agreement may be amended by mutual consent of the Employer and the Institute at any time during the term of the Agreement.

36:04 **Serving Notice**

Either Party to this Agreement may, by notice in writing to the other Party given not earlier than three (3) months prior to its termination, request the other Party to commence bargaining collectively with a view to the renewal or revision of this Agreement.

36:05 **First Meeting and Good Faith Negotiations**

Where notice to bargain collectively has been given, representatives of the Employer and representatives of the Institute shall, without delay, but in any case within twenty (20) calendar days after the notice was given or within such further time as the parties may agree, meet and commence to bargain collectively in good faith and make every reasonable effort to conclude a Collective Agreement.

ARTICLE 37 – ARBITRATION RESPECTING AMENDMENTS TO THIS AGREEMENT OR TERMS OF A NEW AGREEMENT

37:01 If the parties fail to reach a satisfactory agreement through their negotiations, either party may request that the Minister of Labour appoint a conciliator to support their further efforts to

resolve outstanding issues.

37:02 **Serving Notice to Arbitrate**

If the efforts of the parties through conciliation do not result in 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.

37:03 The party initiating the arbitration process may elect to proceed to arbitration through the appointment of a single Arbitrator by the Minister of Labour or through the use of a Board of Arbitration as described below.

37:04 **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 Chairman.

37:05 **Selection of Board**

The Party demanding that the matters still in disagreement be submitted to Arbitration shall provide the other Party with the name of its appointee to the Board of Arbitration in the notice given in accordance with Article 37:02. The recipient of the notice shall, within ten (10) days, inform the other Party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.

37:06 **Ministerial Appointment of Chairman**

If the recipient of the notice fails to appoint a member, or if the two appointees fail to agree upon a Chairman within the time limit prescribed in Article 37:05, 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.

37:07 **Final and Binding Decision**

The decision of the Arbitrator or the Board of Arbitration shall be final and binding upon all Parties.

37:08 **Costs of the Arbitration**

The Employer and the Institute shall each bear the expenses of its own Arbitrator, and shall bear equally the expense of the Chairman and all other expenses of the Arbitration Board. Costs related to a single Arbitrator shall be shared equally by the parties.

ARTICLE 38 – PROFESSIONAL ETHICS

38:01 **Professional Ethics**

The Employer recognizes that members of certain professional groups are subject to a professional code of ethics. It is understood that such employees must perform the duties of their position in a manner consistent with such professional ethics.

ARTICLE 39 – MEMBERSHIP IN A PROFESSIONAL ASSOCIATION

39:01 The cost of maintaining a professional designation in a professional association shall be fully reimbursed to members of CIPP in accordance with the following conditions:

(a) such membership is a condition of employment,

OR

(b) members are required to maintain a current license or membership to legally carry out their duties to continue practising in that profession.

ARTICLE 40 – REIMBURSEMENT OF EXPENSES

40:01 Employees are required to submit expense claims in a timely manner after incurring an expense. Employees are not eligible for reimbursement if expenses are submitted beyond sixty (60) days after the month in which the expense is incurred.

ARTICLE 41 – LICENSES

41:01 When it is a requirement of a position for an employee to have a license (e.g. driver's license) to perform the duties of the position, it is the Employee's responsibility to maintain such license and to notify the Employer immediately of any suspension or loss.

ARTICLE 42 – OTHER LEAVES WITHOUT PAY

42:01

- (a) Family Caregiver Leave, Family Medical Leave, Critically Ill Child Care Leave and Crime-Related Child Death or Disappearance leaves granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- (b) The employee will provide to the Employer such evidence as necessary to prove entitlement under the ESA.
- (c) An employee contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- (d) Where an employee is on such leave(s) in excess of twenty (20) consecutive working days, the Employer agrees to pay the employee's share of his or her group benefit premiums, in addition to its own share of such premiums, until such time as the employee returns from the statutory leave period. The parties agree that, in such circumstances, the requirements under Article 13 (Personal Leave without Pay) do not apply.

Signed at Ottawa, Ontario this 14th day of September, 2017

THE OTTAWA COMMUNITY HOUSING CORPORATION



Handwritten signature in blue ink, appearing to read 'Stephen G. ...', written over a horizontal line.

CHIEF EXECUTIVE OFFICER



Handwritten signature in blue ink, appearing to read 'M. Sawatir', written over a horizontal line.

DIRECTOR, HUMAN RESOURCES

THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL



Handwritten signature in blue ink, appearing to read 'J. ...', written over a horizontal line.

EXECUTIVE DIRECTOR



Handwritten signature in blue ink, appearing to read 'Kelly Harty', written over a horizontal line.

CHAIRPERSON OF THE NEGOTIATING COMMITTEE

APPENDIX A - LETTER OF UNDERSTANDING: SABBATICAL LEAVE

Sabbatical leave is an employee funded leave of absence to allow an employee to pursue personal development or training.

(A) Qualifications

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

(B) Method of Application

(i) An employee with a minimum of four (4) consecutive years of service may make written application to his/her Division Director to request that he/she be paid at a rate of seventy-five (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. The employee shall be given an indication within two (2) months from the date of application of whether or not such application has been approved.

(ii) An employee who wishes to utilize the sabbatical leave shall make a request of his/her Division Director no later than six (6) months prior to the period for which the sabbatical leave is intended and detail the date of leave, period of leave and purpose. Such leave shall be taken at a mutually agreeable time.

(C) Earning Entitlement and Employment Conditions

(i) Once the application has been approved in accordance with (B)(i), the employee shall be able to defer 25% of his/her salary for the purpose of funding a sabbatical leave. Sabbatical Leave shall be set aside on the basis of one (1) calendar month for each three (3) calendar months for which the employee has received pay at seventy-five percent (75%) of salary. In order to achieve administrative feasibility of such a process, the employee must commit to defer 25% of his/her

salary for a minimum period of eighteen (18) calendar months to a maximum of thirty-six (36) calendar months.

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

SICK LEAVE

For the purpose of this section, the entitlement of paid sick leave shall be at 75% of normal salary where the employee is entitled to payment at 100% of salary and 50% of normal salary where the employee is entitled to payment at 66 2/3% of salary. Salary deferral shall be 25% and 16.67% of salary respectively.

LIFE INSURANCE

Premiums and benefits shall be based on two and one half (2 ½) times 100% of normal salary.

WORKPLACE SAFETY AND INSURANCE

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

PENSION

Contributions to pension shall be based on 100% of normal salary.

LONG-TERM DISABILITY INSURANCE (LTDI)

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

OTHER PAID LEAVES

i.e., annual, special, bereavement, etc., salary during these leaves shall be at 75% of normal salary with 25% deferred.

(D) Utilization of Sabbatical Entitlement

(i) Once approved, an employee shall be entitled to a sabbatical leave of absence based on the number of months in which income was deferred, i.e., one (1) calendar month of sabbatical leave for every three (3) calendar months where income was deferred. The minimum leave for each sabbatical shall be six (6) calendar months and maximum shall be twelve (12) calendar months.

(ii) The salary while on sabbatical leave shall be based on the total amount of salary deferred by the employee, paid to the employee in bi-weekly instalments over the period of the sabbatical leave.

(iii) During the sabbatical leave the following conditions shall apply:

Length of service shall be frozen for the period of leave;

The employee returning from sabbatical shall be entitled to return to the position occupied prior to the leave;

Continuation in OHIP if desired, unless coverage available from another source;

Continuation in extended medical if desired unless coverage available from another source;

Continuation in dental plan on a shared basis in accordance with the Collective Agreement;

Continuation of life insurance with the employee paying 100% of the premium cost;

Pension: no contributions shall be made during this leave, however, upon return to work, the employee may choose to buy-back pensionable service lost while on sabbatical leave. To buy-back the employee must contribute his/her share of pension as well as the Employer's share.

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

- (iv) Any request for extension of the sabbatical leave shall be at the sole discretion of the Employer.
- (v) An employee is required to return to employment with the Corporation for a minimum period equal to the length of sabbatical leave.
- (vi) Any two (2) sabbatical leave periods cannot be consecutive and must be separated by minimum of seven (7) years of service. However, in special circumstances, this period may be shortened.

(E) Payment of Unused Deferred Income

- (i) 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.
- (ii) In accordance with the Revenue Canada's guideline, utilization of the sabbatical leave must start within 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 the deferral shall be paid to the employee in lump sum.

(F) This provision is subject to approval or modification pending approval from Revenue Canada.

FOR THE INSTITUTE:

“original signed by Helen Pigott”

FOR THE EMPLOYER:

“original signed by J.W. Potter”

Dated this 23rd day of September 1993.

APPENDIX B - LETTER OF UNDERSTANDING: ADDITIONAL ANNUAL LEAVE

In compensation for the elimination of Summer Hours, the parties agree that each CIPP member who was on strength January 1, 2005 will receive an additional three (3) days of annual leave per year.

APPENDIX C - LETTER OF UNDERSTANDING: JOB EVALUATION

The parties agree to select or develop an appropriate Job Evaluation Plan in order to fulfill obligations arising from the Pay Equity Act. This JE Plan will include a gender neutral evaluation system that meets the requirements of the Pay Equity Act.

The Employer will review all job descriptions in the bargaining unit to ensure that the job descriptions reflect current responsibilities and operational requirements. Incumbents will provide input to the review of their respective job descriptions. Substantial changes from the current job descriptions will be reviewed with the Institute.

Once a Job Evaluation Plan has been agreed upon by the parties and the review of job descriptions is complete, the parties will form a Joint Job Evaluation Committee (JJEC) to undertake the process of job evaluation. One co-chair of the JJEC will be appointed by CIPP and one co-chair will be appointed by the Employer.

An equal number of members of the JJEC will be appointed by each party. A sufficient number of members will be appointed to enable the formation of rating teams that will not include individuals with a conflict of interest. Incumbents will not rate their own position. Managers will not rate a position which involves their direct reports.

All decisions and ratings by the JJEC will be made on the basis of consensus. Should the JJEC be unable to agree upon the appropriate rating for a position, a third party may be engaged to mediate a resolution of the dispute.

All ratings of the JJEC will be binding on the parties and will not be subject to grievance. Decisions of the JJEC can be appealed by the incumbent, the Institute, or the Employer. An appeal must be supported by substantive information and will be addressed to the co-chairs of the JJEC. The response of the JJEC to the appeal will be final and binding on all parties.

Once all positions have been rated and all appeals have been resolved, CIPP and the Employer will negotiate a Pay Equity Plan which will be posted in the work place.

Notwithstanding Article 27.06, should, as a result of the introduction of the Job Evaluation Plan, an employee's salary be in excess of the maximum rate of pay

for the new classification, such salary will be frozen as of the date of the reclassification save and except one hundred per cent (100 %) of any increases in pay negotiated by the Parties.

Upon completion of the implementation of the Job Evaluation Plan, Article 27:06 of the collective agreement will govern future downward reclassifications.

APPENDIX D - LETTER OF UNDERSTANDING: SICK LEAVE PLAN

Employees who were on strength prior to August 1, 2011 may continue to participate in the Grandparented Sick Leave Plan as described in this Appendix, or they may elect to convert to the Sick Leave Plan described in Article 7.

In order to establish starting balances for the sick leave banks, the following shall apply to employees who elect to participate in the sick leave plan identified in Article 7:

- (a) An Employee with 10 years or more of continuous service shall have a bank with a starting balance of 90 sick leave credits
- (b) An Employee with 5 years but less than 10 years of continuous service shall have a bank with a starting balance of 70 sick leave credits
- (c) An Employee who has less than 5 years of continuous service shall have a bank with a starting balance of 55 sick leave credits

Schedule of Sick Leave Benefits for Employees Who Continue With the Grandparented Sick Leave Plan:

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

Calculation of Sick Leave Benefits

Full benefits and 66 2/3% benefits are based upon the salary of the employee's classification, as set out in the salary schedules of this Agreement. An employee shall not lose any salary increment or negotiated settlement increase that would have been paid had the employee not been receiving Sick Leave benefits.

Medical Certification

An employee must provide a properly completed medical certificate when requested by the employee's immediate supervisor. Such certificate may be sent directly to the employee's immediate supervisor. The certificate shall be treated as a confidential document and shall be retained in the employee's confidential personnel file. The medical certificate may be forwarded to the Employer via fax, by e-mail with a scanned attachment or in the form of an electronic document sent directly by the medical practitioner's office.

Referral to Employer's Medical Advisor

When, in the opinion of the Division Director or delegate, an employee is making too frequent application for sick leave or the medical certificate is questioned by the Employer, the employee's application, medical certificate, and/or the employee may be referred to the Employer's Medical Advisor for investigation and report back to the Employer.

Reinstatement of Entitlement

The entitlement of an employee to eight-five (85) days of full salary days and/or two-third's ($\frac{2}{3}$'s) salary days of payment will be reinstated, subject to subparagraph (b) under **Conditions Related to Sick Leave Benefits**, set out below, 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 eighty-five (85) days of entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and completed at least one (1) full shift of duty;

(b) Related Claim

In the case of an employee who has a second (or more) claim which is related to a previous claim during which the employee used part or all of the eighty-five (85) days of entitlement, the maximum applicable entitlement shall be reinstated provided thirty (30) days have elapsed from the return to work of the employee and the commencement of the related claim.

Conditions Relating to Sick Leave Benefits

- (a) The applicable number of days of 100% benefit protection shall be available only once in any calendar year.
- (b) Eligibility for one hundred percent (100%) benefits shall be reinstated as of the first day of the first pay period of each year, unless an employee is in receipt of Sick Leave Benefits at year's end and such continues uninterrupted into the new year, in which case the Sick Leave Benefits will continue as per the **Schedule of Sick Leave Benefits**, set out above. In no case is an employee eligible for more than eighty-five (85) days of Sick Leave Benefits for any one continuous period of absence.
- (c) When a recognized holiday, as set out in Article 14:01, occurs while an employee is in receipt of Sick Leave benefits, that holiday shall not reduce the number of Sick Leave days available to the employee. Payment for the recognized holiday shall be identical to the payment made on the last Sick Leave Plan payment immediately prior to the holiday.
- (d) In order to preserve the Employment Insurance Premium reduction, the parties agree that employees who have incurred an occupational injury and illness while working with an employer other than OCH shall be eligible for Sick Leave benefits.

APPENDIX E – GRANDFATHERED 25TH YEAR ANNUAL LEAVE ENTITLEMENT

The parties agree that employees with ten (10) years of continuous service as of January 1, 2017 will receive seven (7) weeks of annual leave during their 25th year of employment. Annual leave will be reduced back to six (6) weeks in the following year.

APPENDIX F – GRANDFATHERED RETIREE BENEFIT PROGRAM

The parties agree that the entitlements under Article 24:10 shall not apply to new employees hired after December 31, 2019.