



CIPP / CITY OF OTTAWA COLLECTIVE AGREEMENT SUMMARY

The following summarizes the changes to your collective agreement as a result of the recent interest arbitration award. Please note any item not included in this summary has been automatically renewed. Changes to the collective agreement will be in effect on the date of the arbitration award, February 7, 2022, unless otherwise indicated.

The changes will be incorporated into the collective agreement and an updated version will be made available as soon as practicable.

A. Economic increases and term of your Collective Agreement:

A three (3) year term with economic increases as per the following schedule:

- A general economic increase effective January 1, 2020 of 1.8%.
- A general economic increase effective January 1, 2021 of 1.5%.
- A general economic increase effective January 1, 2022 of 1.75%

Retroactivity to all current and former employees within 90 days following issue of the award.

B. New - Domestic or Sexual Violence Leave

Any employee who qualifies for Domestic or Sexual Violence Leave under the Employment Standards Act (ESA) shall be eligible for up to 5 paid days per year. This is in addition to the entitlement under ESA and is applicable to all categories of employees.

C. No Discrimination (Article 5):

The list of prohibited grounds now includes gender identity and gender expression. Investigations into allegations of harassment shall be carried out in accordance with the Occupational Health & Safety Act.

D. New - Mental Health Benefit at \$1500 (Article 21)

Effective 60 days following issue of the award, professional services for mental health services from a psychologist, psychotherapist and social worker will be covered at 90%, to a combined maximum of \$1500 per person, per calendar year. This new benefit is in addition to your existing entitlement at article 21.05 (c) for other professional services from a physiotherapist, massage therapist, chiropractor, chiropodist, acupuncturist, and dietitian services, to a combined maximum of \$1250. To partially offset the cost to the employer associated with this new benefit, the following measures have been introduced to the Insurance plan:

- I. Enhanced generic drug substitution
- II. Annual cap on diabetic test strips, to a maximum of 400 per year for non-insulin dependent diabetics and a maximum of 3000 per year for insulin dependent diabetics

E. Reimbursement for the cost of Medical Certification (Article 9)

Where a medical certificate is required by your employer, reimbursement of any reasonable and customary costs will be provided by the City.

F. Pregnancy and Parental Leave (Article 12)

The language was updated to reflect a previous agreement between the parties:

1. References to the 2-week waiting period have been amended, in line with Employment Insurance (EI) regulations.
2. The top-up while on parental leave is for a maximum of 14 weeks (previously at 12 weeks)
3. The top-up benefit for employees choosing the extended EI Parental Benefits will be:
 - i. The difference between 93% of the employee's normal weekly salary and 55% of the employee's weekly average insurable earnings or the maximum weekly benefit amount for standard EI, whichever is less.
4. Employees will continue to earn paid annual leave for the first 37 weeks of parental leave, for a maximum period of 12 months.

G. Bereavement Leave (Article 10)

Employees will now be entitled to bereavement leave with pay for 1 working day which must be taken on the day of the funeral, in the event of the death of an aunt, uncle, niece and nephew.

H. New LOU – NRA 60 for Ottawa Paramedic Service

In the event that the City of Ottawa and CUPE 503 negotiate NRA 60, it is agreed that NRA 60 for eligible CIPP members at OPS will mirror the same entitlement.

I. Workplace Safety and Insurance (Article 38)

Employees will continue to be paid by the employer when they suffer an occupational illness or injury (previously would transition to WSIB paid benefits after 1 year). In addition, the employer will provide a top-up to the maximum of an employee's regular salary (previously topped-up at 75%). The employer will also continue to pay the full benefit premiums associated with the pension, health plans, life insurance and LTD while an employee is on WSIB.

J. New LOU – Diversity and Inclusion Initiatives

CIPP has committed to meeting with the employer to engage in meaningful discussions on Equity, Diversity and Inclusion initiatives.

K. Alternative Work Arrangements (Article 40)

CIPP now has the ability to grieve decisions of the employer on Alternative Work Arrangements.

L. New - Hours of Work for Fleet Safety (Article 6.04 (d))

In light of the 24/7 service requirements for Fleet Safety, scheduling will be as follows:

1. Maintain current scheduling practices for employees working days only in Fleet Safety as of November 21, 2019.
2. For other employees, the normal hours of work are seven (7) hours per day, (day, evening and/or nights) five (5) days per week from Monday to Sunday with the following scheduling protections:

- I. 7% premium will be offered to employees working on the night shift and for any hours worked between 10pm to 7am
- II. 7% premium for all regularly scheduled hours worked on a Saturday and/or Sunday. No pyramiding of premiums
- III. The Employer can change an employee's shift with thirty (30) days notice
- IV. Employees working days only prior to November 21, 2019 may volunteer to transfer to a night and/or weekend shift, where applicable.

M. New - Hours of Work for Recreation and Cultural Staff (Article 6.04 (h))

By mutual agreement between the employee and employer, employees may see their hours of work modified during such instances as for training purposes, peak demand periods and to accommodate programming or special events. Modifications may include working 70 hours in a bi-weekly period, working weekends and or changes to the daily hours (does not include Theatre Operations and Museum Operations).

N. Part-time & Casual Registered Nurse in Long Term Care (Article 45):

For part-time & casual nurses: Employees shall declare their availability and non-availability for additional shifts for a 90-day period. At the request of the Employer, they shall also declare their known availability for a period of time beyond 90 days for the purposes of assessing vacation requests from FT and PT nurses. If after accepting a shift, the employee is no longer available, they shall notify the employer 48 hours in advance, except in extenuating circumstances. If the Employer cancels the shift with less than 48 hours' notice, the employee will be provided with a minimum of 3.5 hours pay at straight time.

O. Vacancies and Eligibility List (Article 25 and Letter of Understanding 9)

1. The following new language was added: The qualifications required to be appointed shall be determined by the employer in advance of the competition and shall not be established in an arbitrary or discriminatory manner.
2. Eligibility List will now be included in the Collective Agreement at article 25 and may now be effective for a period of 12 months (previously 9 months).
3. CIPP may now ask for a confidential copy of an eligibility list.
4. Successful candidates from the eligibility list will be offered vacancies based on their ranking on the list subject to meeting the language designation.
5. LOU #9 – Eligibility List will be deleted accordingly.

P. Leave of Absence for Institute Business (Article 29)

Members taking Leave of absence for Union business will continue to be paid through their regular payroll and the union will reimburse the Employer. Where possible, CIPP shall provide 20 days notice of the leave to the employer.

Q. Deferred Annual Leave for Retirement Purposes (Article 8.08)

Any references to the "normal retirement age" have been amended to reflect the "Employee's retirement". The language will now reflect that deferred annual leave is to be used as pre-retirement leave in accordance with the City Accumulated Sick Leave Policy as amended from time to time.

R. Reduced Work Arrangements (Article 40.02)

AD&D has been added to the list of benefits which will be amended to reflect the employee's reduced earnings while on a reduced work arrangement.

S. Deletion of the following Letters of Understanding (LOU)

1. LOU #3 – Vacation Leave: No longer any members covered by the LOU.
2. LOU #5 – Percentage in lieu of benefits for part-time and casual nurses in Long-Term Care: No longer any members covered by the LOU.
3. LOU # 13 – Performance – Articles 31 and 32.

T. LOU 10 – Grandfathered Entitlement – Minimum Monthly Vehicle Expenses Payment

The grandfathering entitlement will be temporarily suspended if an employee is on leave that is expected to last longer than one (1) calendar month.

U. There were several administrative and grammatical changes to the agreement that do not change the members' substantive rights.

For any questions, please contact your CIPP Labour Relations team at 613-241-3730 or connect@cipp.on.ca.