

# COLLECTIVE AGREEMENT

BETWEEN

CITY OF



AND



**CIPP**  
**IPPM**

Civic Institute of  
Professional Personnel

L'Institut professionnel  
du personnel municipal

*Awarded : February 7, 2022*

*Effective: January 1, 2020 to December 31, 2022*

*(Une version française est disponible à la Direction des litiges et des relations de travail)*

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## **NOTES**

In case of discrepancy between the English and French text contained in this Collective Agreement, the English version shall prevail.

An asterisk (\*) before a clause number denotes a change in language from the previous Collective Agreement.

## **\*PREAMBLE**

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

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

This Collective Agreement expires on December 31, 2022. Unless otherwise specified in the Collective Agreement, all provisions become effective on the date of the award ( February 7, 2022).

## ARTICLE 1

### **SCOPE AND RECOGNITION**

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

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

#### **Clarification Note**

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

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

1.02 Consultation Prior to Re-Scoping

The Employer agrees to hold meaningful consultations with CIPP prior to reaching any decisions on the potential re-scoping of positions out of or into the CIPP bargaining unit.

ARTICLE 2

**REPORTS AND RECOMMENDATION**

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

ARTICLE 3

**MANAGEMENT RIGHTS**

- 3.01 The parties recognize that it is the responsibility and the right of the Employer to:
- (a) administer the affairs of the Employer efficiently and effectively and in the interests of the general public;
  - (b) maintain order, discipline and efficiency;
  - (c) classify jobs;
  - (d) hire, transfer and promote employees subject to the provisions of the Collective Agreement;
  - (e) demote, suspend, discharge or otherwise discipline employees for cause, subject to the right of the employee concerned to file a grievance under the procedure outlined in Article 19;



- (f) manage the affairs of the Employer so as to assure the most efficient and economic provisions of service to the taxpayers and citizens of the City of Ottawa.

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

## ARTICLE 4

### **DEFINITIONS**

#### 4.01 Definitions

For the purpose of this Collective Agreement the following definitions shall be applicable:

- (a) *Institute* shall mean the Civic Institute of Professional Personnel of Ottawa-Carleton.
- (b) *Employer* shall mean the City of Ottawa.
- (c) *Permanent full-time employees* are defined as employees regularly scheduled to work over twenty-four (24) hours per week for a continuous period.
- (d) *Permanent part-time employees* are defined as employees regularly scheduled to work twenty-four (24) hours per week or less for a continuous period.
- (e) *Temporary employees* are defined as full or part-time employees hired for a temporary period to cover leave of absence situations under the Agreement or for limited duration situations.
- (f) *Casual employees* are defined as employees who do not regularly work a predetermined schedule but are used on a relief or replacement basis or to cover unforeseen circumstances and usually on short-notice basis.

## ARTICLE 5

### **NO DISCRIMINATION**

- \*5.01 The parties agree that every employee has a right to freedom from harassment in the workplace under the *Occupational Health and Safety Act*, R.S.O. 1990, and the Ontario *Human Rights Code*, R.S.O. 1990, as they may be amended from time to time. Any investigation into allegations of harassment shall be carried out in accordance with the *Occupational Health and Safety Act*.

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

#### 5.02 Designated Groups

For the purposes of its overall equity and diversity initiatives, the City has identified women, Aboriginal persons, persons with disabilities, members of visible minority groups and gay, lesbian, bi-sexual and trans-gendered (GLTB) individuals. The selection of these groups does not preclude the possibility of addressing systemic discrimination for other identifiable groups.

## ARTICLE 6

### **HOURS OF WORK**

#### 6.01 Normal Work Week

The work week shall be Monday to Friday, with Saturdays and Sundays as days of rest, except with respect to nurses in Long Term Care and employees in the Ottawa Paramedic Service Branch which are 24 hour operations or where otherwise specified in the Collective Agreement.

#### 6.02 Normal Hours Per Week / Day

- (a) The normal hours of work shall be thirty-five (35) hours per week / seven (7) hours a day, or as modified in (b) or in other clauses contained in this Agreement (i.e. Long Term Care and Ottawa Paramedic Service).
- (b) The Employer will seek the Union's agreement prior to introducing a forty (40) hour workweek for any given position in the bargaining unit. Where agreement has been reached, the employee's annual salary will be adjusted to reflect the increase in weekly hours.

#### 6.03 Normal Daily Schedule

- (a) The normal daily working hours shall be seven (7) hours per day and shall take place between the hours of 7:00 a.m. and 8:00 p.m. or as modified below.
- (b) The parameters for the scheduling of normal hours of work as set out above may be extended through to 10:00 pm with the agreement of the employee and the Employer.
- (c) The parameters in (b) above may be further extended on occasion until midnight with the employee's agreement and, where practical, the Union's agreement. The Union will not unreasonably deny such requests.

\*6.04 Shift Work or Irregular Hours

(a) Employees in the Ottawa Paramedic Service Branch

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

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

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

(b) Theatre Operations

The following scheduling regulations will apply to Theatre Operations employees:

(1) Hours of Work and Schedule

Notwithstanding the normal scheduling practices set out above, the parties acknowledge that employees in Theatre Operations are subject to different scheduling practices due to the service requirements and may be scheduled:

- (a) to work seventy (70) hours biweekly;
- (b) to receive two (2) days of rest per week or an average of two (2) days off per week on the condition that they receive Saturday and Sunday as their days of rest twice in each four (4) week cycle.

(2) Scheduling Regulations

- (a) If an employee is required to work in excess of two (2) weekends (Saturday and Sunday) within a four (4) week cycle, he/she shall be compensated at the rate of time and one-half (1 ½) for each hour worked on Saturday and/or Sunday unless mutually agreed between the Employer and the employee.
- (b) At least twenty-four (24) hours time off shall be scheduled when a shift is changed, unless the employee agrees to a shorter period of time. In the event the employee is required to work within the twenty-four (24) hour period, the employee shall receive the equivalent of three (3) hours of pay in addition to his/her regular pay.

(c) Museum Operations

The following scheduling regulations will apply to Museum Operations employees:

(1) Hours of Work and Schedule

Notwithstanding the normal scheduling practices set out above, the parties acknowledge that employees in Museum Operations are subject to different scheduling practices due to the service requirements and as such, employees' normal hours of work may be as follows:

- (a) Five (5) days a week scheduled from Monday to Sunday between the hours of 7:00 a.m. and 11:00 p.m.
- (b) Two (2) days of rest per week or an average of two (2) days off per week on the condition that they receive Saturday and Sunday as their days of rest twice in each four (4) week cycle.

(2) Scheduling Regulations

If an employee is required to work in excess of two (2) weekends (Saturday and Sunday) within a four (4) week cycle, he/she shall be compensated at the rate of time and one-half (1 ½) for each

hour worked on Saturday and/or Sunday unless mutually agreed between the Employer and the employee.

(d) Fleet Safety

The parties agree to maintain the current schedule for employees working days only in Fleet Safety as of November 21, 2019. The following scheduling regulations will apply to all other employees in Fleet Safety:

(1) Hours of Work and Scheduling

The parties acknowledge that employees working in Fleet Safety are subject to different scheduling practices due to the 24/7 service requirements and as such, employees' normal hours of work may be as follows:

- (a) Seven (7) hours per day, (day, evening and/or nights) five (5) days per week from Monday to Sunday.

(2) Scheduling Regulations

- (a) Employees working a night-shift will be paid a seven per cent (7%) premium for all regular hours worked between 10:00 pm and 7:00 am.
- (b) Employees are entitled to a seven per cent (7%) premium for all regularly scheduled hours worked on Saturday and/or Sunday. There is no pyramiding of premiums (weekend/night).
- (c) Employer reserves the right to change an employee's shift with thirty (30) days' notice.
- (d) Employees working days only prior to November 21, 2019 may volunteer to transfer to a night and/or weekend shift, where applicable.

(e) Site Needle and Syringe Program

The parties hereby acknowledge that employees in the Site Needle and Syringe Program are subject to different scheduling practices due to the service requirements and may be scheduled to work

between the hours of 7:00 am and midnight, seven (7) hours per day, Monday to Friday.

(f) Recreational and Cultural Staff (except Theatre Operations and Museum Operations)

The parties hereby acknowledge that Recreation and Cultural staff (except Theatre Operations and Museum Operations) are subject to different scheduling practices. Notwithstanding the normal hours of work provisions in articles 6.01, 6.02 and 6.03, Recreation and Cultural staff may have their normal hours or work modified for instances such as, but not limited to, the following: training purposes; during peak demand periods; and to accommodate programming or special event requirements. Modifications may include working seventy (70) hours in a biweekly pay period, working weekends and/or changes to the daily hours. Such modifications shall only be implemented with mutual agreement between the affected employee and the Employer.

6.05 Hours of Work During a Declared State of Emergency or Pandemic

Subject to the Union's approval, the Department Head, Director or Manager may adjust the normal hours of work set out in section 6.03 on a temporary basis, during a National, Provincial or Municipal declared state of emergency or pandemic. The Union will not unreasonably deny a request made pursuant to this section.

ARTICLE 7

**OVERTIME AND PREMIUMS**

7.01 Definition

Overtime means work authorized by the direct Manager or designate which is performed by an employee in excess of the normal hours of work. In those circumstances where prior approval of overtime cannot be obtained, and where the employee's presence would normally be deemed necessary by the Employer or required by law, such overtime will not be unreasonably denied. Computation of overtime shall be based upon authorized time worked as set out in Section 7.02.

## 7.02 Basis of Computation

- (a) An employee who works overtime shall be credited with one (1) hour of compensatory leave or pay for each hour of such overtime to the closest half ( $\frac{1}{2}$ ) hour, provided a minimum of one (1) such hour has been worked. An employee authorized to work in excess of thirty-nine (39) hours per week shall be credited with one and one-half ( $1 \frac{1}{2}$ ) hours of compensatory leave or pay for each hour of overtime to the closest half ( $\frac{1}{2}$ ) hour with the exception noted below.
- (b) A thirty-five (35) hour workweek employee authorized to work overtime will be compensated at straight time for the first four (4) hours of overtime. The employee will be compensated at time and one-half ( $1 \frac{1}{2}$ ) for all hours worked in excess of thirty-nine (39) hours per week with the exceptions noted below.
- (c) A forty (40) hour workweek employee authorized to work overtime will be compensated at time and one-half ( $1 \frac{1}{2}$ ) for all hours worked in excess of forty (40) hours per week with the exceptions noted below.
- (d) Employees in the Ottawa Paramedic Service Branch

Where employees in the Ottawa Paramedic Service Branch are authorized to work in excess of forty (40) or forty-two (42) hours averaged over a two (2) week period, they shall be credited with one and one half ( $1 \frac{1}{2}$ ) hours of compensatory leave or pay for each hour of overtime to the closest half ( $\frac{1}{2}$ ) hour.

- (e) Employees in Theatre Operations

Employees in Theatre Operations authorized to work in excess of seventy (70) hours over a two (2) week period shall be credited with one and one half ( $1 \frac{1}{2}$ ) hours of compensatory leave or pay for each hour of overtime to the closest half ( $\frac{1}{2}$ ) hour.

See Letter of Understanding #1



### 7.03 On Call

On call compensation shall be defined as compensation received by an employee as a result of the employee being placed on a stand-by basis, by the Manager or designate, outside the employee's normal working hours. Stand-by means the Employer has directed the employee to remain available for work outside the employee's normal working hours.

- i) Any employee placed on call on his/her normal workday shall be entitled to receive one (1) hour of pay at straight time for each eight (8) hour period of on call.
- ii) An employee placed on call during his/her scheduled days of rest or on a statutory/declared holiday shall be entitled to receive three and one-half (3 ½ ) hours of pay at straight time for each 12 hour period of on call.

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

Days for the purpose of on call compensation shall be defined as the period starting at 00:01 am and ending at midnight unless otherwise agreed between the parties.

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

### 7.04 Call Back Outside Schedule

- (a) Where an employee is called back to work by the Employer at any time outside the employee's normal working hours, the employee shall earn compensatory leave credits or compensation at the rate of one and one-half (1 ½) hours for each hour of overtime worked, or a minimum of three (3) hours' pay at straight time, whichever is greater.

Call Back includes the performance of one's duties via the internet.

- (b) Where an employee receives phone calls, text messages, e-mails or other electronic messaging that requires immediate response or action, the employee shall follow the approval process established by management prior to taking action. The employee shall earn

compensatory leave credits or compensation at the rate of one (1) hour for each hour of overtime worked, or a minimum of one half (1/2) hour of pay at straight time.

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

See Letter of Understanding #2

#### 7.05 Election of Leave or Cash

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

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

The accumulated compensatory leave credits shall not exceed one hundred (100) hours at any time. Any credits over the 100 hour maximum leave balance will be paid out in cash. Only when an employee has reduced the leave bank to less than 100 hours will the employee be allowed to earn additional leave credits up to the 100 hour maximum.

When compensatory leave credits are cashed out, they are paid at the rate of pay at which they were earned. When compensatory leave credits are taken in time, they are paid at the rate applicable at the time the leave is taken.

#### 7.06 Scheduling of Compensatory Leave

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

Such requests shall not be unreasonably denied.

7.07 Premium Pay – Saturday and/or Sunday Hours

- (a) Employees are entitled to a 7% weekend premium for all regularly scheduled hours worked on Saturday and/or Sunday.
- (b) Employees who are not regularly scheduled to work on Saturday and/or Sunday and who are authorized by the direct Manager or designate to work on Saturday and/or Sunday, shall receive a 7% weekend premium, unless they are already in receipt of premium overtime pay for work performed on the Saturday or Sunday.

ARTICLE 8

**ANNUAL LEAVE**

\*8.01 Annual leave shall be earned and granted to employees as follows:

- (a) Three (3) weeks per year, which is earned at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) working days for each 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 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) but less than fifteen (15) years of continuous employment;
- (c) Five (5) weeks per year, which is earned at the rate of two and one-twelfth ( $2 \frac{1}{12}$ ) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed fifteen (15) years but less than twenty-two (22) years of continuous employment;
- (d) Six (6) weeks per year, which is earned at the rate of two and one-half ( $2 \frac{1}{2}$ ) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed twenty-two (22) years but less than thirty (30) years of continuous employment.

- (e) Seven (7) weeks per year which is earned at the rate of two and nine-tenths (2 9/10) working days for each calendar month in which the employee has received at least fifteen (15) days' pay, if the employee has completed thirty (30) or more years of continuous employment.

#### 8.02 Annual Leave in the First Year of Employment

An employee may be granted:

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

#### 8.03 Advance Leave may be Granted

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

#### 8.04 Use of Annual Leave

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

#### 8.05 Maximum Carry-Over

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

#### 8.06 Return of Overpayment

If an employee has taken more annual leave than the employee has earned, when the services of the employee are terminated for any reason, the salary overpayment resulting from the use of the unearned annual leave may be deducted from the employee's outstanding earnings and the

parties agree that the authorization for such a deduction shall be deemed to have been provided to the Employer by the employee, pursuant to the Employment Standards Act.

#### 8.07 Payment Upon Termination

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

#### \*8.08 Deferred Annual Leave for Retirement Purposes

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

- (a) such deferment of annual leave is to a maximum of one (1) week per year, and; to a maximum total of ten (10) such weeks of deferred annual leave for retirement purposes;
- (b) such deferred annual leave is to be used immediately prior to the employee's retirement from the City and is to be used as pre-retirement leave in accordance with the City Accumulated Sick Leave Policy as amended from time to time;
- (c) the request to defer annual leave must be made known to Human Resources, in writing, prior to December 31 of the year in which such week of deferred annual leave is earned;
- (d) an employee who dies or terminates employment prior to retirement from the City shall be paid for such deferred annual leave at termination;
- (e) where former sick leave bank, vacation carryover, vacation earned in year of retirement, and overtime credits entitlements are due and owing to a retiring employee under this Agreement, such entitlements shall be in addition to deferred annual leave under this article;
- (f) an employee who has deferred annual leave credits shall not be entitled to any other leaves of absence during such deferred annual

leave. At the commencement of deferred annual leave, the employee's position shall be declared vacant.

#### 8.09 Reinstatement of Vacation Leave Due to Disability

The Employer will consider reinstating annual leave credits if an employee becomes seriously disabled while on annual leave. The following conditions will apply:

- (a) The employee must provide a medical certificate justifying the application for annual leave reinstatement. No consideration will be given for any time before the date the employee actually received professional medical attention.
- (b) The period of disability is at least three (3) consecutive days.
- (c) The disability/illness must be of sufficient severity to significantly restrict alternate activities and impair any possible enjoyment of the vacation. The employee must provide Management with sufficient information to make this assessment.
- (d) The employee must notify his/her Manager at the earliest date following the commencement of the disability and apply for reinstatement of his/her annual leave credits. No consideration will be given for any period of time prior to the application for reinstatement.

#### 8.10 Annual Leave in the Year of Retirement

When an employee retires, he/she shall be deemed to have earned vacation leave for the full year in which he/she retires.

ARTICLE 9

**INCOME PROTECTION PLAN**

See Letter of Understanding #7

9.01 Eligibility for Income Protection Plan (IPP) Benefits

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

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

9.02 Calculation of IPP Benefits

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

9.03 Application for IPP Benefits

Employees making application for IPP benefits shall complete a leave application form and submit it to their immediate supervisor. Such

application shall be submitted upon the employee's return to work, or earlier, if requested by their immediate supervisor.

\*9.04 Medical Certification

(a)

(i) Each employee who is in receipt of IPP benefits for a period in excess of four (4) consecutive working days or in excess of ten (10) cumulative working days in any calendar year shall file with the application a satisfactory medical certificate from a qualified medical practitioner.

(ii) For consecutive absences in excess of four (4) working days, the medical certificate must be dated and submitted to the Employer designated representative within fifteen (15) calendar days of the first day of absence. For long-term illnesses, the employee may be required to provide a medical certificate every twenty-five (25) days thereafter unless the Employer is satisfied with the most recent certificate.

(iii) For cumulative absences in excess of ten (10) working days in any calendar year, the medical certificate must be dated and submitted to the Employer designated representative within fifteen (15) calendar days of the first day of any subsequent period(s) of absence.

(iv) The Employer may consider waving the timelines in situations of an exceptional nature.

(b) Qualified medical practitioners shall include general practitioners, nurse practitioners, medical specialists, psychiatrists, registered clinical psychologists, physiotherapists, dentists, oral surgeons, midwives and chiropractors.

(c) The certificate supplied by the employee shall specify the anticipated length of his/her absence due to illness and shall include, where possible, information on the nature and scope of restrictions which may prohibit the employee from being able to perform the duties of his/her position.

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. The



employee must retain a copy of the scanned or faxed medical certificate and may be required to provide it to the Employer upon request.

- (d) The medical certificate will be treated as a confidential document and may be submitted by the employee directly to Human Resources. It will be retained in a confidential file in the Human Resources Business Services Branch.
- (e) The Employer may refer the employee, the statement signed by the employee, the certificate signed by the medical practitioner and/or the results of an independent medical examination to a City Medical Advisor for investigation and report.
- (f) Where a medical certificate is required under this article, the Employer will reimburse the employee for any reasonable and customary costs related to obtaining and providing the certificate.

#### 9.05 Reporting of Absences

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

#### 9.06 Reinstatement of Entitlement

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

##### (a) Unrelated Claim

In the case of an employee who has a second (or more) claim which is not related to a prior claim during which the employee used part or all of the 17 weeks of entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and completed at least one (1) full shift of that employee's regular duty. It is understood that a "full-shift of that employee's regular duty" in the case of medical accommodations with reduced hours or modified work equates to the number of hours or the nature of the work agreed upon by the Employer for the duration of the accommodation.

(b) Related Claim

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

9.07 Conditions Relating to Income Protection Benefits

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

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

9.09 If the Employer has overpaid an employee under this Article, the Employer may recover the overpayment from the employee. Such recovery will be deemed authorized under the Employment Standards Act, 2000 and the Employer will be allowed to make deductions from the employee's pay cheque to cover the overpayment, provided that the Union and the employee have agreed in writing to a reasonable

repayment schedule. Failing agreement, the parties will use an expedited process to determine the repayment schedule.

## ARTICLE 10

### **BEREAVEMENT LEAVE**

#### 10.01 Definition of Immediate Family

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

#### 10.02 Bereavement – Immediate Family

When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to 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 the employee is on annual leave at the time of the death, the employee will not be deducted vacation credits for the period of bereavement leave.

#### \*10.03 Bereavement – Other Family Members

An employee is entitled to bereavement leave, with pay, of up to a maximum of three (3) consecutive working days, one (1) of which must be the day of the funeral, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

An employee is entitled to bereavement leave, with pay, of one (1) working day, which must be taken on the day of the funeral in the event of the death of an aunt, an uncle, a niece, a nephew and the spouse's grandparent.

Employees may request such leave days not to be consecutive and such request shall not be unreasonably denied by the Employer. If an employee is on annual leave at the time of the death, the employee will not be deducted vacation credits for the period of bereavement leave.

10.04 Fragmenting of Leave Period

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

10.05 Bereavement Leave while on Annual Leave

If the employee is on annual leave at the time of the death, the employee will not be deducted vacation credits for the period of bereavement leave.

10.06 Request for Special Extension

In special circumstances where an extension of leave under this article may be required, application shall be made to the Department Head of the employee's Department or his designate. Consideration would include additional leave for travel time to difficult to reach destinations.

ARTICLE 11

**LEAVE OF ABSENCE WITHOUT PAY**

11.01 Request for Personal Leave

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

### 11.02 Effect of Personal Leave on Entitlements

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

When the employee returns to full time employment with pay, the employee's continuous service date, increment date, I.P.P entitlement, annual leave entitlement and all benefits, shall be adjusted according to the length of the leave of absence, and resume.

### 11.03 Maintaining Certain Insurance Benefits

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

## ARTICLE 12

### **PREGNANCY AND PARENTAL LEAVE**

#### **Pregnancy Leave**

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

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

- 12.02 (a) The employee shall give written notification to the City at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also provide the City with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.

- (b) An employee wishing to alter the commencement date of the pregnancy leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.

\*12.03 An employee on pregnancy leave with a minimum of six (6) months of service shall be entitled to receive ninety-three (93%) percent of her normal wage for the waiting period for Employment Insurance, and a topping up of her Employment Insurance Benefits to a maximum of ninety-three percent (93%) of her normal wage for a maximum of fifteen (15) weeks of such leave. In order to receive this entitlement, the employee must qualify for Employment Insurance as well as be in receipt of Employment Insurance benefits after the waiting period.

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

### **Parental Leave**

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

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

12.05 (a) The employee shall give written notification to the City at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

(b) If the child comes into the employee's custody, care and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The employee shall then provide written notice to the City within two weeks after commencing such leave.

- (c) An employee wishing to alter the commencement date of the leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.

\*12.06 An employee who is on parental leave, who has completed six (6) months' continuous service on the date in which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit (or "top-up" benefit) for a maximum period of fourteen (14) weeks.

The "top-up" benefit for employees who choose standard Employment Insurance Parental Benefits, as identified by their Employment Insurance statement, will be the difference between ninety-three (93) percent of the employee's normal weekly salary and the employee's total weekly Employment Insurance Parental Benefits entitlement. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the City of the employee's Employment Insurance statement as proof that he/she is in receipt of Employment Insurance Parental Benefits.

The "top-up" benefit for employees who choose extended Employment Insurance Parental Benefits, as identified by their Employment Insurance statement, will be the difference between

- Ninety-three (93) percent of the employee's normal weekly salary

and

- Fifty-five (55) percent (representing the weekly Employment Insurance benefit rate for standard Employment Insurance Parental Benefits, as may be amended from time to time) of the employee's weekly average insurable earnings as reported on his/her Record of Employment,

or

the maximum weekly benefit amount for standard Employment Insurance Parental Benefits (which value may be amended from time to time),

whichever is less.

Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the City of the employee's

Employment Insurance statement as proof that he/she is in receipt of Employment Insurance Parental Benefits.

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

**\*12.07 Benefits Entitlements During Pregnancy/Parental Leave**

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

- (a) continue to accumulate service for the duration of the leave;
- (b) retain their enrollment in the following Benefit Plans provided the employees make necessary arrangements to pay their share of the premium costs, where applicable:
  - i. Extended Health Care
  - ii. Dental Insurance
  - iii. Semi-Private Hospital Coverage
  - iv. Group Life Insurance
  - v. Accidental Death and Dismemberment Insurance
- (c) continue to earn paid annual leave during a pregnancy leave and during the first thirty-seven (37) weeks of parental leave, calculated and granted per Article 8, for a maximum period of twelve (12) months, despite not necessarily being in receipt of at least fifteen days' pay in each calendar month. For clarity, employees shall not earn paid annual leave during any parental leave taken beyond thirty-seven (37) weeks. Employees entitled to compensation in lieu of the paid annual leave contained in Article 8 shall receive this compensation, calculated per Article 36 or 45, as applicable, during any portion of pregnancy and/or parental leave in which they are in receipt of a "top-up" benefit.



## ARTICLE 13

### **RETIREMENT**

#### 13.01 Effective Date of Normal Retirement

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

#### 13.02 Normal Retirement Age

Normal retirement age for all employees shall be the first day of the month following the month the employee reaches age sixty-five (65). Employees may choose to continue to work beyond age sixty-five (65). Refer to clause 21.10 for a description of benefits applicable to employees working beyond the age of sixty-five (65).

References to Retirement are found in the following Articles:

8.08 Deferred Annual Leave for Retirement Purposes

8.10 Annual Leave in the Year of Retirement

15.05 Payout of Unused Deferred Income

LOU #7 Former Sick Leave Banks

#### 13.03 Disability or Early Retirement

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

#### 13.04 Pension Plan

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

## ARTICLE 14

### **SPECIAL LEAVE**

- 14.01 Special leave is a provision which is designed to enable an employee to be absent from employment with full pay for the following reasons:
- (a) Medical, dental, legal and optical appointments for an employee or an employee's immediate family;
  - (b) The unexpected or sudden illness of the employee's spouse, child or parent which prevents the employee from reporting for duty;
  - (c) Emergency situations which prevent the employee from reporting for duty;
  - (d) The birth or adoption of a child;
  - (e) Parent / teacher interviews.
  - (f) To exercise power of attorney where the employee is legally designated as such.
  - (g) To act as the legally designated personal representative (executor or court appointed administrator) of a relative's estate according to the law of wills.
  - (h) To act as caregiver for aging parents.
- 14.02 The employee's immediate Manager may approve requests for special leave for reasons not specified in 14.01 above.
- 14.03 Where practicable, employees must notify their immediate Manager at least forty-eight (48) hours in advance of the date and required time off. In the event of an emergency situation, advance notice shall be waived.
- 14.04 Special leave is limited to a maximum of thirty (30) hours per annum, non-cumulative, and may be taken in thirty (30) minute increments.
- 14.05 Employees who have taken special leave may be required to produce satisfactory evidence.

## ARTICLE 15

### **SABBATICAL LEAVE**

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

#### 15.01 Qualification

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

#### 15.02 Method of Application

- (a) An employee with a minimum of three (3) consecutive years of service may make written application to his/her Director to request that he/she be paid at a reduced percentage of his/her salary in order to provide for sabbatical leave. The maximum reduction allowed is 33.33% (for a three (3) year deferral) and the minimum reduction allowed is 16.27% (for a six (6) year deferral). This application shall include the approximate date of sabbatical leave, the duration of leave and the purpose for which the sabbatical leave is intended. Sabbatical leave will be granted solely at the discretion of the employee's Department Head upon recommendation of the Director and approved applications shall be forwarded to the Director, Human Resources or designate for review to ensure compliance with the terms of this Agreement. The employee shall be given an indication within two (2) months from the date of application of whether or not such application has been approved.
- (b) An employee in the sabbatical leave plan shall confirm the period of leave no later than six (6) months prior to the commencement of the leave. In the event there is any change from the original submission, the employee shall specify any changes to the original request. Such leave shall be taken at a mutually agreeable time.

#### 15.03 Earning Entitlement and Employment Conditions

- (a) Once the application has been approved in accordance with 15.02 (a), the employee shall be able to defer twenty-five percent (25%) of his/her salary for the purpose of funding a sabbatical leave. Any self-

funded leave of absence will be in accordance with the deferred tax legislation and rulings by Canada Revenue Agency.

The deferral of salary will be done by Payroll through a deduction from the employee's pay.

Employees will continue to be entitled to their same level of insured benefits during the deferral period.

- (b) During the salary deferral period, there shall be no salary deferral while an employee is in receipt of WSIB or LTDI benefits.

#### 15.04 Utilization of Sabbatical Entitlement

- (a) The length of the sabbatical leave period must be for a minimum of six (6) months to a maximum of twelve (12) months and must commence immediately following the salary deferral period as per the applicable legislation and regulations from the Canada Revenue Agency.
- (b) The salary while on sabbatical leave shall be based on the total amount of salary deferred by the employee and paid to the employee in bi-weekly installments over the period of the sabbatical leave.
- (c) During the sabbatical leave period

The following will cease:

- Pension contributions although employees may be entitled to purchase the leave period upon their return to work as per the OMERS Regulations
- Long Term Disability Insurance (LTDI) coverage
- Workplace Safety Insurance Board (WSIB) coverage
- Accrual of and entitlements to all leave provisions
- All other benefits/entitlements under the Collective Agreement
- Accrual of service
- Deduction of union dues

Employees will have the option to:

- Maintain coverage in the Health and Dental Plan provided they pay 100% of the premium cost.

- Maintain life insurance coverage provided they pay 100% of the premium cost.
- (d) An employee is required to return to employment with the City for a minimum period equal to the length of sabbatical leave.
- (e) An employee returning from sabbatical leave shall return to his/her regular duties, unless the employee's position has been declared redundant in which case the provisions of Article 23 – Organizational Change shall apply at the end of their sabbatical leave period;
- (f) Any two (2) sabbatical leave periods must be separated by a minimum of seven (7) years of service. However, in special circumstances, this period may be shortened.

15.05 Payout of Unused Deferred Income

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

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

ARTICLE 16

**STATUTORY AND DECLARED HOLIDAYS**

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

New Year's Day  
 Family Day  
 Good Friday

Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
National Day for Truth and Reconciliation  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

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

16.02 Statutory Holiday Qualifiers

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

16.03 Holiday Pay Calculation

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate, excluding overtime, times the number of hours for a standard day, to a maximum of 8 hours duration.  
See Clause 46.08 for Ottawa Paramedic Branch employees.

16.04 Holiday Falling on Day Off

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

16.05 Authorized Work on a Holiday

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

on such holiday (other than overtime hours as set out in (b) below) in addition to the pay for the holiday subject to Section 16.03 above.

- (b) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times the employee's hourly rate.

All overtime hours worked on statutory or declared holidays may be compensated in cash or leave, subject to the provisions of Articles 7.05 and 7.06.

## ARTICLE 17

### **JURY AND WITNESS DUTY**

- 17.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, who is required to:
  - (i) Serve on a jury; or
  - (ii) Attend as a witness by subpoena or summons or by providing proof satisfactory to the Employer of being required to attend as a witness in any proceeding, held in or under the authority of any court in Canada, or before any legislative committee authorized to compel the attendance of witnesses before it or any person or body of persons authorized by law to compel the attendance of witness before it.
- 17.02 An employee who is on annual leave and who is required to serve on a jury or is called to give evidence under the provisions outlined in Article 16.01 above shall have their leave credits restored for the periods of time required to serve on the jury or to give evidence.
- 17.03 Any fee/compensation received by the employee from the Court while in receipt of paid witness duty shall be remitted to the Employer. It is understood that this requirement does not apply to jury duty.

## ARTICLE 18

### **TIME OFF FOR VOTING**

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

## ARTICLE 19

### **GRIEVANCE PROCEDURE**

19.01 Definition of a Grievance

For the purposes of this Agreement, a grievance is a written complaint respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between one or more employees and the Employer or the Institute and the Employer, and will not be filed until the complaint stage has been complied with in accordance with Section 19.02.

19.02 Complaints

- a) The parties to this agreement share a desire to resolve complaints as quickly as possible. If an employee has a complaint, the employee shall meet and discuss it with the employee's immediate supervisor in order to give the immediate supervisor an opportunity to resolve the complaint. The Institute and the Employer may mutually agree to waive this requirement.
- b) If a complaint remains unresolved, the Institute may file a grievance on behalf of the employee in writing within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee.



### 19.03 Step One of The Grievance Procedure

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

### 19.04 If the Director or designate:

- (i) fails to meet the grievor and the Institute representative; or
- (ii) fails to render his/her decision to the grievor and the Institute representative within the time prescribed in Section 19.03 or,
- (iii) if the decision is not acceptable to the grievor and the Institute representative;

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

The parties may upon mutual agreement waive Step Two of the grievance procedure. In such case, the Union may decide to submit the grievance to arbitration for final disposition in accordance with Article 20 within twenty-five (25) days of the agreement of the parties. Written notification of the referral to arbitration will be sent to the Deputy City Solicitor, Litigation and Labour Relations.

### 19.05 Step Two of The Grievance Procedure

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

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

#### 19.07 Employer Grievance

In the event that the Deputy City Solicitor, Litigation and Labour Relations or designate is unable to resolve a matter referred by the Employer to the Institute, the Executive Director, Business Transformation Services or designate shall notify the Institute within ten (10) days of the receipt by the Executive Director, Business Transformation Services or designate of the Institute's decision that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with Article 20.

#### 19.08 Discharge Grievance

Where a grievance relates to the discharge of an employee, the grievance procedure shall begin at step 2, as set out in section 19.05. The grievance must be submitted to the Deputy City Solicitor, Litigation and Labour Relations, within fifteen (15) days of the date that the employee was advised in writing of his/her employment termination.

No dispute as to the termination or rejection of a probationary employee shall be considered under the grievance procedure and shall not be arbitrable under the terms of this agreement except where the termination was arbitrary, discriminatory or in bad faith. The onus will rest on the Union to lead off and establish that the termination was arbitrary, discriminatory or in bad faith during the grievance or arbitration procedure.

#### 19.09 Policy Grievance

Where a policy grievance is initiated by the Institute, the procedure shall begin at step 2, as set out in Section 19.05, with the grievance being submitted to the Deputy City Solicitor, Litigation and Labour Relations. Where a policy grievance is initiated by the Employer, the procedure shall proceed in accordance with Section 19.07.

#### 19.10 Group Grievance

In the event that more than one employee is directly affected by a specific meaning and/or application of the provisions of this agreement and wishes to file a grievance, the Institute shall present a group grievance, naming all grievors, to the Deputy City Solicitor, Litigation and Labour Relations and shall proceed in accordance with step one, as set out in 19.03. A maximum

of two grievors of the group shall be entitled to be present at meetings in each of steps 1 and 2 unless otherwise mutually agreed.

19.11 Time Limits

The time limits expressed in this article are working days and may be extended by mutual agreement between the Institute and the Deputy City Solicitor, Litigation and Labour Relations or designate.

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

ARTICLE 20

**ARBITRATION PROCEDURE – RIGHTS DISPUTE**

20.01 Arbitration Procedure

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

If within ten (10) working days the two (2) members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair. The decision of the Board of Arbitration shall be final and binding on both parties to the agreement as well as upon the employee or employees involved in the dispute. The Board of Arbitration shall not have any power to alter or change any provision in this agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this agreement.

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

20.03 List of Arbitrators

The Institute and the Deputy City Solicitor, Litigation and Labour Relations shall, by mutual agreement, establish a list of "agreed to" arbitrators, who may be used as determined by the parties as single arbitrators or as members of Arbitration Boards as described in 20.01.

ARTICLE 21

**INSURANCE PLANS**

21.01 Benefits

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

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

21.02 Eligibility

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

21.03 Restrictions and Limitations

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

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

#### 21.04 Premiums

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

#### \*21.05 Health Plan

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

- (a) Hospital: Semi-private room and board covered at 100%
- (b) Extended Health Plan:
  - A drug benefit card with a benefit percentage of ninety percent (90%) on drugs available only by prescription, subject to a deductible of two dollars (2\$) per item, a seven dollar (7\$) maximum dispensing fee per item and a maximum of five (5) dispensing fees per calendar year for each maintenance drug, effective April 7, 2022, enhanced generic substitution and diabetic test strips to a maximum of four hundred (400) strips per year for non insulin dependent diabetics and a maximum of three thousand (3000) strips per year for insulin dependent diabetics;
  - Private duty nursing services in your home covered at 90% to a maximum of \$25,000 per person in any calendar year;
  - Custom-made orthotics covered at 90% to a maximum of \$300 per person per calendar year;
  - Hearing aids covered at 90% to a maximum of \$1000 per person in any 5 consecutive calendar years; and,
  - Other prescribed medical supplies and services covered at 90% to specified maximums.
- (c) Professional Services: covered at 90% to a combined maximum of \$1,250 per person per calendar year, for physiotherapist, massage therapist, speech therapist, psychologist, naturopath, podiatrist, osteopath, chiropractor, chiropodist, acupuncturist and dietician services; medical prescription required for massage therapy once every twelve (12) consecutive calendar months.

Effective April 7, 2022:

Professional Services: covered at 90% to a combined maximum of \$1,250 per person per calendar year, for physiotherapist, massage therapist, speech therapist, naturopath, podiatrist, osteopath, chiropractor, chiropodist, acupuncturist and dietician services; medical prescription required for massage therapy once every twelve (12) consecutive calendar months.

Psychologist, psychotherapist, and social worker services shall be covered separately at 90% to a combined maximum of \$1,500 per person per calendar year.

(d) Vision Care:

- Prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, covered at 100% up to \$350 in any two (2) calendar years.
- Eye exam covered at 100% to a maximum of \$120.00 in any two (2) calendar years.

- (e) Emergency out-of-province or out-of-country coverage: During the first sixty (60) days while traveling outside your normal province of residence covered at 100% to a lifetime maximum of \$5,000,000 per person.

21.06 Dental Plan

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

Claims will be paid in accordance with the Dental Association Fee Guide for General Practitioners used in the province of treatment.

(a) Supplementary basis services

Coverage will include:

Level I: 90% reimbursement for basic services

Level II: 90% reimbursement for supplementary services

Level III: 80% reimbursement for dentures

Level IV: 50% for major services including implant expenses and any related services at the lowest-cost alternative treatment, such as dentures or bridges

Level V: 50% reimbursement for orthodontic services

(b) Benefit Maximums

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

Level IV: \$1700 per person per calendar year

Level V: \$3000 per person per lifetime

21.07 Life Insurance and Accidental Death and Dismemberment

(a) Employee Basic Life Insurance

The Employer agrees for the duration of this Collective Agreement to pay seventy-five percent (75%) of the cost of the monthly premium. The benefit amount is 2.5 times the employee's annual earnings, rounded to the next higher multiple of \$1000, if not already a multiple, to a maximum of \$700,000.

(b) Employee and Spousal Optional Life Insurance

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

(c) Basic Accidental Death and Dismemberment

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

(d) Employee or Family Voluntary Accidental Death and Dismemberment

The Employer agrees to provide the option for the employee, to purchase insurance, one hundred percent (100%) paid by the employee, in multiples of \$10,000, to a maximum of \$250,000 each.

## 21.08 Long Term Disability

- (a) The Employer agrees during the duration of this contract to pay one hundred percent (100%) of the costs of the monthly premium of the Long Term Disability Plan for eligible employees.
- (b) The benefit payable to the eligible employee will be in the amount of seventy-five (75%) of the employee's monthly earnings to a maximum of \$14,000 per month.
- (c) Benefits shall commence seventeen (17) weeks after the initial date of the disability.
- (d) The cost-of-living adjustment to the Long Term Disability benefit of up to 3% per year on a cumulative basis begins on the January 1 following the first full calendar year of benefit payment.
- (e) An employee absent from work on Long Term Disability shall not earn/accumulate annual leave credits while on such leave.
- (f) While the employee is in receipt of LTD, the employee will continue to receive 100% of the benefits noted in articles 21.05, 21.06 and 21.07

## 21.09 Retiree Benefit Program

- (a) The Employer agrees to pay the following for the employee who is an eligible retiree of the City of Ottawa:
  - (i) One hundred percent (100%) of the cost of the monthly premium of the Retiree Benefit Program provided the employee retires with an unreduced pension; or
  - (ii) Seventy-five percent (75%) of the cost of the monthly premium of the Retiree Benefit Program provided the employee retires with an actuarially reduced pension.
- (b) Employees with 10 or more years of consecutive full-time service with the City of Ottawa or former municipalities are eligible for the Retiree Benefit Program.
- (c) Coverage continues until the end of the month in which the retiree attains age 65.



- (d) The retiree benefit program provides the following coverage:
- (i) Hospital: Semi-private room and board covered at 100%.
  - (ii) A drug benefit card with a benefit percentage of ninety percent (90%) on drugs available only by prescription, subject to a deductible of two dollars (\$2) per item and a seven dollar (\$7) maximum dispensing fee per item.
  - (iii) Private duty nursing services in your home covered at 90% to a maximum of \$25,000 per person in any calendar year.
  - (iv) Hearing aids covered at 90% to a maximum of \$500 per person in any 5 consecutive calendar years.
  - (v) Professional Services: covered at 90% to a maximum of \$500 per person per calendar year, for physiotherapist, massage therapist, speech therapist, psychologist, naturopath, podiatrist, osteopath, chiropractor, chiropodist and acupuncturist.
  - (vi) Vision Care: Prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, covered at 100% up to \$200 in any two calendar years.

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

An Optional Enhanced Retiree Benefit Plan is available to employees between the age of 55 to 65.

#### 21.10 Post 65 Employment

1. Full-Time Permanent Employees and Temporary Full-Time Employees Continuously Employed with the City for a Period in Excess of Two (2) Years
  - a) Employees working beyond age sixty-five (65) will be entitled to the following modified benefit coverage:
    - Extended health care without «Out of Country coverage» and «Drug coverage».
    - Dental insurance
    - \$25,000 life insurance

- Optional life insurance (fully paid by the employee)
  - A maximum of seventeen (17) weeks of short term sick leave (Income Protection Plan) annually. This entitlement will be subject to the provisions of the applicable Collective Agreement.
  - Extended health care for spouse and eligible dependents under age 65.
- b) Coverage details for benefits provided in paragraph (a) above will be as defined in the Benefits Master Plan Document.
- c) Cost sharing for the benefits plan will be in accordance with the formula contained in the Collective Agreement.
- d) Employees will no longer be covered for Accidental Death and Dismemberment (AD&D) and Long Term Disability (LTD) benefits from age sixty-five (65).
- e) The modified benefit coverage described in (a) above will take effect the first of the month following the month the employee turns 65.
- f) All benefits will cease at the end of the month in which the employee attains age sixty-nine (69).
- g) Effective on the first day of the month following the employee's sixty-ninth (69<sup>th</sup>) birthday, an employee working beyond age sixty-nine (69) will receive money in lieu of benefits in the amount of 4% of their regular earnings.

## 2. Permanent Part-Time Employees

- a) Part-time employees will continue to be eligible for benefits in accordance with Article 36.02(b) of the Collective Agreement. When they become eligible to enroll in the benefits plan, it is understood that the extent of the coverage will be limited as it is for full-time employees (see paragraph 1(a) above).
- b) Effective on the first day of the month following the employee's sixty-ninth (69<sup>th</sup>) birthday, the money in lieu an employee could be eligible to receive in accordance with Article 36.02(b)- sub Article 21 will be reduced by fifty percent (50%).

- c) Effective on the first day of the month following the employee's sixty-ninth (69<sup>th</sup>) birthday, part-time employees who have opted for benefit enrolment in accordance with article 36.02 (b) and who are not enrolled in OMERS will receive 4.0% money in lieu.
  - d) Effective on the first day of the month following the employee's sixty-ninth (69<sup>th</sup>) birthday, part-time employees who have opted for benefit enrolment in accordance with article 36.02 (b) and who are enrolled in OMERS will receive 2.625% money in lieu.
  - e) All benefits will cease at the end of the month in which the employee attains age sixty-nine (69).
3. Temporary Full-Time Employees Continuously Employed with the City for a Period of Less than two (2) years, Temporary Part-Time Employees and Casual Employees
- a) Temporary full-time employees continuously employed with the City for a period of less than two (2) years will continue to be eligible for money in lieu of benefits in accordance with Article 36.02 (d) of the Collective Agreement.
  - b) Temporary part-time employees will continue to be eligible for money in lieu of benefits in accordance with Article 36.02 (e) of the Collective Agreement.
  - c) Casual employees will continue to be eligible for money in lieu of benefits in accordance with Article 36.02 (f) of the Collective Agreement.
  - d) Effective on the first day of the month following the employee's sixty-ninth (69<sup>th</sup>) birthday, the money in lieu an employee could be eligible to receive in accordance with Articles 36.02(d),(e) and (f) – sub Article 21 will be reduced by fifty percent (50%). All benefits will cease at the end of the month in which the employee attains age sixty-nine (69).

#### 21.11 E.I. Reduction

The parties agree that any amount of any reduction in premiums under the Employment Insurance Act granted by the Employment Insurance Commission are and shall remain vested with the Employer in consideration of other provisions made in the Employee Benefit Program.

## 21.12 Voluntary Critical Illness

The Employer agrees to provide the option for the employee, to purchase voluntary critical illness insurance ranging from \$10,000 to \$150,000, one hundred percent (100%) paid by the employee, in multiples of \$5,000.

## \*ARTICLE 22

### **INSTITUTE FEES AND MEMBERSHIP REPORTS**

#### 22.01 Monthly Dues and Membership

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

#### \*22.02 Remitting Dues and List

The amounts deducted in accordance with Section 22.01 shall be remitted to the Institute by cheque in the month following the month in which the deductions were made, and shall be accompanied by the employees' personnel numbers and names and the specific deductions made on their behalf.

#### \*22.03 Membership Reports

The City will provide the Institute

- a. a monthly report containing members who had their status change during the previous month (e.g. retirements, resignations, terminations, and new hires), and
- b. a bi-monthly (every two months) report (January/March/May/July/September/November) containing current members' names, personnel numbers, addresses, City e-mail addresses, City mail codes, job titles, departments, service areas, phone numbers and type, employee group (inactive/active), work schedule (Full-time/Part-time/Casual), employment status

(Permanent/Temporary), Organizational Unit and adjusted service dates with the City.

These reports are being provided further to the Institute's obligation to discharge their representational duties under applicable legislation. It is understood that the Institute will securely store and protect this information.

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

## ARTICLE 23

### **ORGANIZATION CHANGE**

#### \*23.01 Procedure Upon Redundancy

- (a) (i) When the Employer is proposing the introduction or implementation of technological or organizational change which may result in employees being declared surplus, the Employer agrees to notify the Institute when its intentions are known and to update the information provided as new developments arise and modifications are made. Where possible such notice shall be at least six (6) months in advance.
- (ii) The Employer shall provide surplus employees with eight (8) weeks written notice. During this period and notwithstanding the provisions of Article 25 - Posting of Vacancies, where a permanently established position has been declared redundant, the Employer shall endeavour to place the surplus employee in a vacant position at an equivalent or lower or higher classification for which the employee is suited by education, training and work experience subject to the employee meeting the job qualifications, and having the ability to do the work. The job qualifications shall be those as established by the Employer that are required to perform the normal functions of the position. The job qualifications shall not be established in an arbitrary or discriminatory manner.

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

- (iii) When identifying the surplus employee(s) arising out of a redundancy within a job code, the Employer shall make every reasonable effort to identify the most junior employee within that job code as surplus unless the Employer deems it necessary to keep a junior employee in order to ensure the service delivery. Should the Employer be required to transfer staff in order to be able to achieve this circumstance, the Institute agrees they will not seek to claim a right of challenge to such changes through the grievance procedure.

(b) Placement in Lower Level Position

- (i) Where an employee is appointed to a position in accordance with 23.01 (a), and the maximum salary of that new position is less than the employee was receiving in the position which had been declared surplus or redundant, the employee shall maintain his/her existing rate of pay until such time as the rate of pay for the new position becomes equal to, or higher than, the employee's existing rate of pay. As increases in pay are negotiated, the employee shall be entitled to receive one-half of the negotiated increases until the employee's higher rate of pay falls within the pay band of the position in which he/she was placed.
- (ii) Where employees are appointed to positions in accordance with (b)(i) above, the employees shall continue to be considered for placements into higher classifications than that into which they have been placed, until such time as they can be placed into a position at the same classification level held prior to the placement in the lower classification by the Employer.
- (iii) Where an employee has been placed in a lower level position as per (b) (i) above, the Employer's obligation under (b) (i) and (ii) above for consideration for placement into a job at the same level as the position they held at the time of redundancy shall be limited to a period of 24 months from the date on which an employee is declared surplus. This provision does not alter employees' rights under clause 23.02 below. The Employer will

provide the Union with a status report on efforts made for the placement of surplus employees every two (2) months.

This new language will apply to employees declared surplus following June 30, 2009.

- (c) Where two or more employees are equal candidates for placement into a position pursuant to subsection (a) above, length of service shall be considered by the Employer.
- (d) Surplus employees will also be considered for temporary assignments, where no permanent vacancies are available. The eight (8) week notice period set out in Subsection 23.01 (a)(ii) will not be paused or extended if the employee is placed into a temporary assignment.
- (e) In the event the 8-week notice period concludes and the affected employee is not placed in a permanent position under the process outlined in 23.01(a)(ii), the employee shall be entitled to a four (4) month period where they may apply to be considered for placement opportunities in a vacant position at an equivalent or lower or higher classification for which the employee is suited by education, training and work experience, subject to the employee meeting the job qualifications, and having the ability to do the work. The job qualifications shall be those as established by the Employer that are required to perform the normal functions of the position.

The job qualifications shall not be established in an arbitrary or discriminatory manner.

During the four (4) month period, it will be the sole responsibility of the affected employee to review posted jobs and identify vacant positions for placement consideration to their designated Human Resources contact.

If the affected employee is appointed to a temporary assignment, the four (4) month period will not be paused or extended as a result of a temporary assignment.

In the event the affected employee's temporary assignment ends during the four (4) month period set out above, the employee will be terminated. Notwithstanding the termination, the employee will be entitled to the remainder of the four (4) month period set out above, if any.

If the affected employee is not appointed to a position during the eight (8) week notice period set out in Subsection 23.01 (a)(ii), the four (4) month period set out above will commence from the date of actual termination.

In the event an employee elects for the payment (outlined in Section 23.02) immediately upon termination, the entitlement to the four (4) month period set out above will end. It is recognized that in extenuating circumstances the Employer may, with the concurrence of the Institute, make alternate arrangements with the employee.

\*23.02 Terminal Allowance/Severance Pay

Failing the availability of a position considered suitable for the employee in question by both the Employer and the employee, the employee shall be entitled to the following payments after the four (4) month period outlined in article 23.01 (e) or upon earlier termination if the employee so elects.

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

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

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

If the employee has three (3) years but less than five (5) years of continuous service with the Employer, a lump sum payment equal to four (4) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

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

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

If the employee has ten (10) years but less than thirteen (13) years of continuous service with the Employer, the employee shall be entitled to



a lump sum payment equal to eight (8) months' pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

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

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

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

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

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

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

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

\*23.03

It is agreed that the notice and severance payments outlined in the Collective Agreement incorporated any notice, pay in lieu of notice and/or severance pay provided for under the *Ontario Employment Standards Act*, as amended from time to time.

## ARTICLE 24

### **PROBATION**

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

#### 24.02 Probationary Period

- (a) New full time employees shall be on a probationary period normally not exceeding six (6) consecutive working months worked. A new full time probationary employee must remain in their position of hire through the probationary period including during any probationary period extension.
- (b) A temporary full time employee entering a full-time permanent position will not be required to serve a probationary period provided the employee held the identical full-time temporary position for at least six (6) consecutive working months immediately prior to entering the full-time permanent position. In the event a temporary full time employee entering a full-time permanent position is required to serve a probationary period the employee must remain in this full-time permanent position through the probationary period including during any probationary period extension.

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

#### 24.03 Extension of Probationary Period

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

#### 24.04 Termination

- (a) No dispute as to the termination or rejection of a probationary employee shall be considered under the grievance or arbitration procedure as outlined in this agreement save and except where the termination is arbitrary, discriminatory or in bad faith. The onus will rest on the Union to lead off and establish that the termination was arbitrary, discriminatory or in bad faith during the grievance or arbitration procedure.
- (b) The Union will be advised of the termination of a probationary employee.

### ARTICLE 25

#### **VACANCIES**

25.01 The Employer agrees to post notices of all bargaining unit vacancies for a minimum of two (2) weeks prior to making an appointment for such position in order that interested employees may apply. The Employer shall either:

- (a) post such notices on its Intranet site, or
- (b) where employees do not have readily access to a computer in their work location, post such notices on its notice boards.

Job Postings may be viewed online.

- \*25.02 (a) The Employer has the right to establish the qualifications for the required vacancy. These qualifications shall be those that are required to perform the normal functions of the position. The qualifications shall not be established in an arbitrary or discriminatory manner.
- (b) The Employer shall first conduct an internal competition and fill vacancies from within the bargaining unit with a candidate who meets the qualifications as determined by the Employer. The qualifications required to be appointed to the position shall be determined in advance of the competition. After completing an internal competition which did not yield a qualified CIPP member, the

Employer may then consider candidates from outside the bargaining unit.

- (c) It is recognized that there may be exceptional circumstances where the Employer may wish to advertise a vacancy externally concurrently or prior to the completion of the internal competition. In such circumstances, after approval of the Institute, the Employer may post externally concurrently in advance of the completion of the internal competition but the Employer must first complete the internal competition before reviewing the external candidates. The Union will not unreasonably deny a request made pursuant to this Section. The Employer agrees to advise the Union as to the names of the internal applicants to the competition as part of this request.

It is acknowledged that the hiring manager will not have access to the file of candidates from outside of the bargaining unit prior to the completion of the internal competition.

- (d) Where an employee has not been selected after having been interviewed, such employee may request a meeting with the Manager to discuss his/her competition results. The employee's request for such meeting shall not be unreasonably denied. The employee may invite a representative of the Institute to accompany him/her. Applicants who were not selected for an interview may contact the hiring manager to discuss the reasons why their application was screened out.

### 25.03 Posting of Temporary Vacancies

- (a) Temporary vacancies of more than twelve (12) months arising from leave of absence situations, including parental leave situations or from the need for additional staff due to heavy workload situations or special projects, shall be posted in accordance with Section 25.01 above.
- (b) All unposted temporary vacancies anticipated to be twelve (12) months or less will first be offered to qualified CIPP members, who at the time the vacancy occurs, report to the Manager (Level 4) where the vacancy occurs. Where these unposted temporary vacancies are filled and extended beyond twenty-four (24) months, they shall be subject to the posting requirements of Section 25.01 above.

#### 25.04 Duration of Temporary Vacancies

- (a) It is recognized that the Employer, on occasion, has staffing requirements that are full-time but for a definite duration. When such is the case, the Employer may hire individuals provided that their term of employment does not exceed twenty-four (24) months. Where the Employer's need for the individuals is further assessed and may exceed the twenty-four (24) month period, the temporary employment may be extended upon mutual agreement of the parties.

If the employee does not hold a substantive position and the Employer fails to secure the Union's agreement for an extension where the employee continues to work in the same position beyond the twenty-four (24) month threshold, the employee will be afforded article 23.02 rights as provided for in the collective agreement, upon termination of the temporary employment. It is understood that the requirement to seek the Union's agreement for extensions applies only to employees who do not hold a substantive position.

In cases where employees do not hold a substantive position and are renewed in the same temporary position beyond thirty-six (36) months, they will be entitled to the provisions of Article 23.02 upon termination from the temporary employment.

- (b) Where a temporary vacancy is created as a result of temporary external funding (in whole or in part) or development charge money, the temporary vacancy shall be for the duration covered by the funding to a limit of thirty-six (36) months. If renewal money is received for the same position(s) or project, the Employer will secure CIPP's agreement concerning extending the temporary appointment. In such case, the Employer will initiate discussions on the extension at least two (2) months prior to the end date of the original temporary vacancy.

Successful candidates for the temporary vacancies will be afforded all of the Collective Agreement entitlements of permanent employees based on their employment status (i.e. full-time or part-time) with the exception of Article 23 – Organization Change.

The provisions of Article 23.02 will be applicable on renewals beyond the original thirty-six (36) months.

In cases where employees do not hold a substantive position and are renewed in the same temporary position or project beyond the original thirty-six (36) months, they will be entitled to the provisions of Article 23.02 upon termination from the temporary employment.

\*25.05 Eligibility List

(a) Purpose of List

Where a hiring Manager(s) anticipate multiple vacancies in a job code, the Employer may elect to establish an eligibility list of candidates that successfully completed the selection process but were not appointed to the vacant position. The purpose of the list will be to appoint these candidates without competition as vacancies occur in the hiring Manager's area(s).

(b) Prior Approval of the Union

The Employer will seek the Union's approval to create an eligibility list. The Union will not unreasonably deny the Employer's request.

(c) Specific Mention on Competition Notice

Once approval has been received from the Union, the Employer will make specific mention of its intention to establish an eligibility list along with the duration of the list on the competition notice.

The competition process shall be conducted in accordance with Article 25 - Vacancies.

(d) Ranking on List

The list will contain the names of successful candidates placed in descending ranking order based on the results of the competitive process.

(e) Duration of Eligibility List

The eligibility list may be effective for a period of up to twelve (12) months from the date of closing of the competition, as determined by the Employer and indicated on the notice of competition.

(f) Communication to Employee and the Union

Following completion of the competitive process, the Employer will inform candidates whose names appear on the eligibility list by way of a letter. The union may request a confidential copy of the eligibility list. The Employer shall not unreasonably deny the union's request.

g) Appointment from the List

Where an eligibility list has been established for vacant positions, the successful candidates from the eligibility list will be offered vacancies based on their ranking on the list, subject to meeting the language designation of the vacant position.

Listed candidates may refuse an employment offer. If the offer is for a temporary position, their names will remain on the list. However, if they refuse an offer for a permanent position, their names will be removed from the list. Listed candidates accepting a temporary position do not forfeit their rights to offers for permanent employment during the temporary assignment.

The ranking on the list of an employee accepting a temporary position will not be altered.

25.06 Access to Substantive Position

Employees appointed into temporary positions retain the right to return to their substantive position unless their position has been declared redundant, in which case Article 23 – Organization Change provisions will apply.

ARTICLE 26

**UNION MANAGEMENT CONSULTATION COMMITTEE**

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

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

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

## ARTICLE 27

### **VEHICLE EXPENSES**

- 27.01 When employees are required by the Employer to drive a personally owned or leased vehicle in the usual course of their employment, the Employer shall reimburse the employee for all kilometers driven on the Employer's business at the rate of \$0.54/km.

See Letter of Understanding #10 Re: Grandfathered Entitlement – Minimum Monthly Vehicle Expense Payment.

- 27.02 Where employees are required by the Employer to travel outside the boundaries of the City of Ottawa and are required to use their own vehicle, the Employer shall reimburse the employees for all kilometers driven on the Employer's business at the rate of \$0.51/km. The Employer retains the discretion to determine if an employee's vehicle should be used.

- 27.03 The portion of an employee's vehicle insurance premium arising from the use of a vehicle in the usual course of their employment on the Employer's business shall be paid by the Employer, to a maximum of \$175.00 per year per employee, upon production of a receipt from the insurance carrier. The Employer reserves the right to seek clarification on claims that appear excessive.

See Letter of Understanding #4

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



- 27.05 Parking expenses incurred in the course of work-related vehicle usage shall be fully reimbursed.
- 27.06 The Employer will hold discussions with the Union prior to implementing parking fees for CIPP members at Municipal properties where such fees did not exist as of January 1, 2007.
- 27.07 Mileage Calculation
- (a) At the beginning of the work day, should the distance between the employee's home and the employee's first designated stop be greater than the distance between the employee's home and the employee's normal place of work, the employee shall receive a mileage allowance for the difference in accordance with clauses 27.01 and 27.02 above.
  - (b) Should the distance between the employee's home and the first designated stop be less than the distance between the employee's home and the employee's normal place of work, the starting point for the purpose of mileage calculation shall be from the first designated stop. The mileage allowance shall be paid in accordance with clauses 27.01 and 27.02 above.
  - (c) At the end of the work day, should the distance between the employee's home and the last designated stop be greater than the distance between the employee's home and the employee's normal place of work, the employee shall receive a mileage allowance for the difference in accordance with clauses 27.01 and 27.02 above.
  - (d) Should the distance between the employee's home and the last designated stop be less than the distance between the employee's home and the employee's normal place of work, the ending point for the purpose of mileage calculation shall be at the last designated stop. The mileage allowance shall be paid in accordance with clauses 27.01 and 27.02 above.
  - (e) The normal place of work for employees shall be considered the primary office or location where they are based as determined by Management.

27.08 Transit Subsidy

In order to encourage the use of public transport by employees, an employee may register for a PRESTO Smartcard to purchase OC Transpo monthly pass products and be entitled to a once annual 25% reimbursement of the total annual amount of OC Transpo monthly passes purchased on his or her PRESTO Smartcard provided that:

- (a) The employee signs a yearly declaration affirming that the purchase of the OC Transpo pass through their PRESTO Smartcard is for their personal use only, and
- (b) The employee provides their *PRESTO Transit Usage Report* showing the number and cost of monthly passes purchased during the year. Such proof must be submitted with their claim for reimbursement by March 31 of the year immediately following the calendar year being claimed.

ARTICLE 28

**SALARY ADMINISTRATION**

28.01 All employees shall be paid in accordance with the salary schedules attached and forming part of the Collective Agreement.

28.02 Employees shall be paid bi-weekly for work performed at a salary rate within the scale for classifications to which she/he has been appointed by the Employer.

28.03 Acting Pay Qualifying Period

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

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

28.04 (a) When a City employee is promoted to a permanent, temporary or

acting position or reclassified upward to a position with a higher salary range, the employee shall be paid:

- i) the first year rate in the salary range to which the employee has been appointed, or
  - ii) a base rate within the salary range to which the employee has been appointed which will provide a salary rate at least 4% higher than the highest salary rate which the employee would have received within the next 52 week period had an appointment not taken place, whichever is greater.
  - iii) "The highest salary rate which the employee would have received within the next 52 week period" is the rate of pay that the employee would have attained solely through his/her salary increment progression within the salary schedule in effect on the date of the permanent, temporary or acting promotional appointment or upward reclassification.
  - iv) For greater clarification, "the highest salary rate which the employee would have received within the next 52 week period" exclusive of any negotiated economic increases (future or retroactive application) regardless of their effective date.
- (b) The effective date of the promotion, temporary appointment, reclassification or acting assignment will become the date for establishing future salary increments.
- (c) At the end of an acting assignment or temporary appointment, an employee returns to his/her substantive position at the increment in the salary scale he/she would then have reached had he/she not been acting. The employee's increment date will revert to the increment date associated with his/her substantive position.
- (d) Where an employee is placed into a temporary or permanent position in which the employee previously acted or was assigned temporarily for at least six (6) consecutive months within the previous twelve (12) months, the placement in the salary range will not be at a step lower than the step paid during the previous acting or temporary assignment.

28.05 Salary increases while Acting

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

28.06 Salary Increments

- (a) Except as provided in (b) below, an employee holding an appointment at one of the classification levels specified in one of the salary schedules of this agreement and performing the duties of this position satisfactorily shall be granted a salary increment upon the completion of each anniversary date until reaching the maximum rate in the scale of rates for the classification level to which the employee is appointed.
- (b) Salary increments, authorized by the Employer, shall become effective on the employee's anniversary date, except where the increment has been adjusted in accordance with this agreement.

28.07 Denial of Salary Increment

The Employer may deny a salary increment to an employee if it is satisfied that the employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from an employee it shall, at least two (2) weeks but not more than six (6) weeks before the due date for the salary increment to the employee, give the employee the reason for the denial in writing.

28.08 Job Evaluation

- (a) Any changes to the Job Evaluation Classification Plan shall be agreed upon by the parties.
- (b) Salary Protection

When a position has been reclassified downward, the employee (present incumbent only) in the reclassified position will be fitted into the new classification at the salary step that is closer to but not less than the employee's current rate of pay provided the employee's earnings do not exceed the maximum of the salary for the new classification. In this circumstance, the employee's increment date

will not change and the employee shall receive 100% of the negotiated economic increases.

Should the 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 percent (100%) of any increases in pay negotiated by the Parties.

28.09 When an employee dies, the Employer shall pay to the estate of the deceased employee the amount of salary, which would have been received, but for the death for the period from the date of death to the end of the pay period in which the death occurred.

28.10 Police/Criminal Reference Check

- (a) The cost of police/criminal reference checks for new hires or employees applying for a new job/position will be borne by the employee. The Employer will pay for the renewal of police/criminal reference checks they require from employees.
- (b) Employees holding a position that did not require them to provide a police/criminal reference check when they acquired their position will not be required to do so for as long as they remain in their position.

28.11 New Hire and Placement on the Pay Schedule

The Employer may consider experience with previous Employers in establishing the appropriate starting step within the designated pay grade for any new hire.

ARTICLE 29

**LEAVE OF ABSENCE FOR INSTITUTE BUSINESS**

\*29.01 Maximum Leave

The Employer shall grant leave of absence with pay to members of the Board of Directors of the Institute for the purposes of Institute business on the following basis:

- (a) a single absence must not exceed seven (7) days; and

- (b) there must not be more than four (4) members absent at one time; and the total of such absences granted to any individual member of the Board of Directors shall not exceed thirty (30) working days in any calendar year; and
- (c) Wherever possible, the Institute will attempt to notify the operational manager of any members' absence at least twenty (20) days prior to the date that the employee's leave is to begin; and
- (d) This leave of absence relates solely to the affairs of the Institute; and
- (e) The Institute shall reimburse the Employer for the total costs of such absences described in (a) and (b) above, including, but not limited to, salary, benefit plans and pension (OMERS) contributions.

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

## ARTICLE 30

### **PROTECTIVE FOOTWEAR**

\*30.01 Employees required by the Employer to wear CSA approved protective footwear appropriate for the tasks to be performed shall receive an annual allowance towards the purchase of such footwear. The allowance will be renewed annually if required as determined by the Employer.

Payment of the allowance will be made within sixty (60) working days of the decision to renew the allowance.

Employees entitled to receive a footwear allowance as described above, shall receive an amount of one hundred and eighty-five dollars (\$185) for employees required by the Employer to wear "green patch" footwear and one hundred and thirty dollars (\$130.00) for employees required to wear safety footwear of a lower "patch" level.

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

30.03 To be eligible

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

ARTICLE 31

**PERFORMANCE PAY**

- 31.01 (a) An annual fund of \$600,000 will be established by the Employer and distributed equally among those employees who, on December 31<sup>st</sup> of each year, have been at the maximum of their range for at least one full year (12 months) and who have received one of the top two (2) performance ratings in their performance review for the year.
- (b) Employees who are not at the maximum rate of their classification may be eligible for early incremental movement where in the opinion of the Employer, the employee's performance so warrants.
- 31.02 A performance bonus does not form part of an employee's base rate but is re-earnable in each year. Performance bonuses are also pensionable earnings. Accelerated increment adjustments based on performance as identified in subsection 31.01(b), will affect employee base rates.

ARTICLE 32

**EMPLOYEE PERFORMANCE REVIEW**

- 32.01 The Employer will conduct a yearly performance review for each employee covered by this Collective Agreement.

## ARTICLE 33

### **PERSONNEL FILE**

#### 33.01 Access to Personnel File

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

## ARTICLE 34

### **EVIDENCE DURING DISCIPLINE**

#### 34.01 Clearing of Record

Notices of disciplinary action or letters of instruction which may have been placed in the personnel file of an employee shall be removed after not more than eighteen (18) months of worked employment have elapsed since the disciplinary action has been taken, provided that no further disciplinary action has been recorded.

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

Notwithstanding this Article, both parties acknowledge the Employer's obligations under Bill 168.



## ARTICLE 35

### **CAREER DEVELOPMENT**

#### 35.01 Education Leave

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

#### 35.02 Attendance at Conference and Conventions

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

#### 35.03 (a) Professional Development

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

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

- (d) Employees selected for career development will continue to receive their normal compensation including any salary increment and economic increase for which they may become eligible.
- (e) An employee on professional development may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate. When an employee is applying for professional development, the Manager and the employee shall meet and discuss the reimbursement of reasonable expenses, the status of the employee's time while in attendance at the training/conference and the status of the employee's time while traveling to and from the event.
- (f) Tuition fees associated with work related courses, which have been authorized in advance by the Employer, may be eligible for full or partial reimbursement upon successful completion.

#### 35.04 Examination Leave

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

ARTICLE 36

**CATEGORIES OF EMPLOYEES**

36.01 Applicable Collective Agreement Provisions

The provisions of the Collective Agreement apply to the various categories of employees as specified in the table below.

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
Preamble	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 1 – Scope and Recognition	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 2 – Reports and Recommendations	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 3 – Management Rights	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 4 – Definitions	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 5 – No Discrimination	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 6 – Hours of	Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
Work						
Art. 7 – Overtime and Premiums	Applicable	All provisions of Article 7 apply except as modified below:  Hours worked in excess of a part-time employee’s regularly scheduled hours will only be considered overtime and attract premium pay when the hours worked reach the threshold established in clause 7.02.  Clauses 7.05 and 7.06 establish the process for compensation of hours worked by part- time employees in excess of their	Applicable  Except 7.07 – Weekend Premium  Entitled to a \$1.75 weekend premium for all regularly scheduled hours worked on Saturday and/or Sunday. Employees who are not regularly scheduled to work on Saturday and/or Sunday and who are authorized by the direct manager or designate to work on Saturday and/or Sunday,	Applicable  Except 7.07 – <u>Premium Pay – Saturday and/or Sunday Hours</u>	All provisions of Article 7 apply except 7.07 – <u>Premium Pay – Saturday and/or Sunday Hours</u> and as modified below:  Hours worked in excess of a part-time employee’s regularly scheduled hours will only be considered overtime and attract premium pay when the hours worked reach the threshold established in clause 7.02.  Clauses 7.05 and	Not Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		regularly scheduled hours.	shall receive a \$1.75 weekend premium, unless they are already in receipt of premium overtime pay for work performed on the Saturday or Sunday.		7.06 establish the process for compensation of hours worked by part-time employees in excess of their regularly scheduled hours.	
Art. 8 – Annual Leave	Applicable	Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).	Applicable	Full time temporary employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual entitlement of a full-time employee.	Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).	Casual employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).
*Art. 9 – Income	Applicable	(a) <u>Sick Leave Credits</u>	Applicable	(a) <u>Sick Leave Credits</u>	Not Applicable	Not Applicable

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
Protection Plan		<p>Following a waiting period of 1700 compensated hours, permanent part-time employees regularly scheduled to work at least fourteen (14) hours bi-weekly shall be entitled to accumulate sick leave credits at the rate of one and one half (1½) days for each completed month of service. Such credits are not eligible for pay out at any given time.</p> <p>(b) <u>Medical Certification</u></p>		<p>Following a waiting period of twelve (12) months of service in one or more contiguous temporary assignments in the bargaining unit, an employee shall be entitled to accumulate sick leave credits at the rate of one and one half (1½) days for each completed month of service. Such credits are not eligible for pay out at any given time. In the event an employee has a break in employment between temporary assignments, sick leave accumulation ceases and the</p>		

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		(i) Each employee who is in receipt of sick leave benefits for a period in excess of four (4) consecutive working days or in excess of ten (10) cumulative working days in any calendar year shall file with the application a satisfactory medical certificate from a qualified medical practitioner. Such medical certificate must be dated and submitted to the		balance is deleted. Any future accumulation of leave for such employee will be subject to the twelve (12) month waiting period described above.  (b) <u>Medical Certification</u>  (i) Each employee who is in receipt of sick leave benefits for a period in excess of four (4) consecutive working days or in excess of ten (10) cumulative working days in any calendar year shall file with the application a		

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		<p>Employer designated representatives within fifteen (15) calendar days of the first day of absence. For long-term illnesses, the employee may be required to provide a medical certificate every twenty-five (25) days thereafter unless the Employer is satisfied with the most recent certificate.</p> <p>(ii) The Employer may consider waving the timelines in</p>		<p>satisfactory medical certificate from a qualified medical practitioner. Such medical certificates must be dated and submitted to the Employer designated representative within fourteen (15) calendar days of the first day of absence. For long-term illnesses, the employee may be required to provide a medical certificate every twenty-five (25) days thereafter unless the Employer is satisfied with the</p>		



	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>situations of an exceptional nature.</p> <p>(iii) Qualified medical practitioners shall include general practitioners, nurse practitioners, medical specialists, psychiatrists, registered clinical psychologists, physiotherapists, dentists, oral surgeons, midwives and chiropractors.</p> <p>(iv) The certificate supplied by the</p>		<p>most recent certificate.</p> <p>(ii) The Employer may consider waving the timelines in situations of an exceptional nature.</p> <p>(iii) Qualified medical practitioners shall include general practitioners, nurse practitioners, medical specialists, psychiatrists, registered clinical psychologists, physiotherapists, dentists, oral surgeons, mid-</p>		

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>employee shall specify the anticipated length of his/her absence due to illness and shall include, where possible, information on the nature and scope of restrictions which may prohibit the employee from being able to perform the duties of his/her position.</p> <p>(v) The medical certificate may be forwarded to the Employer via fax, by e-mail with a</p>		<p>wives and chiropractors.</p> <p>(iv) The certificate supplied by the employee shall specify the anticipated length of his/her absence due to illness and shall include, where possible, information on the nature and scope of restrictions which may prohibit the employee from being able to perform the duties of his/her position.</p> <p>(v) The medical certificate may be forwarded to the Employer via fax,</p>		

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>scanned attachment or in the form of an electronic document sent directly by the medical practitioner's office. The employee must retain a copy of the scanned or faxed medical certificate and may be required to provide it to the Employer upon request.</p> <p>(vi) The medical certificate will be treated as a confidential document and may be submitted by</p>		<p>by e-mail with a scanned attachment or in the form of an electronic document sent directly by the medical practitioner's office. The employee must retain a copy of the scanned or faxed medical certificate and may be required to provide it to the Employer upon request.</p> <p>(vi) The medical certificate will be treated as a confidential document and may be submitted</p>		

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>the employee directly to Human Resources. It will be retained in a confidential file in the Human Resources Business Services Branch.</p> <p>(vii) The Employer may refer the employee, the statement signed by the employee, the certificate signed by the medical practitioner and/or the results of an independent</p>		<p>by the employee directly to Human Resources. It will be retained in a confidential file in the Human Resources Business Services Branch..</p> <p>(vii) The Employer may refer the employee, the statement signed by the employee, the certificate signed by the medical practitioner and/or the results of an independent medical examination to a City Medical Advisor for investigation and</p>		

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		<p>medical examination to a City Medical Advisor for investigation and report.</p> <p>(viii) Where a medical certification is required under this article, the Employer will reimburse the employee for any reasonable and customary costs related to obtaining and providing the certification.</p> <p>(c) <u>Reporting of absences</u></p> <p>Employees who</p>		<p>report.</p> <p>(viii) Where a medical certification is required under this article, the Employer will reimburse the employee for any reasonable and customary costs related to obtaining and providing the certification.</p> <p>(c) <u>Reporting of absences</u></p> <p>Employees who are absent from work due to illness or injury must notify their immediate supervisor of their absence no later than</p>		

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>are absent from work due to illness or injury must notify their immediate supervisor of their absence no later than the employee's normal starting time.</p> <p>(d) Occurrence of Statutory or Declared Holidays during an employee's absence on IPP shall not reduce an employee's number of days of IPP benefits eligibility.</p> <p>(e) The Employer may require an employee to</p>		<p>the employee's normal starting time.</p> <p>(d) Occurrence of Statutory or Declared Holidays during an employee's absence on IPP shall not reduce an employee's number of days of IPP benefits eligibility.</p> <p>(e) The Employer may require an employee to provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.</p> <p>(f) If the Employer has</p>		

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		<p>provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.</p> <p>(f) If the Employer has overpaid an employee under this Article, the Employer may recover the overpayment from the employee. Such recovery will be deemed authorized under the Employment Standards Act, 2000 and the Employer will be</p>		<p>overpaid an employee under this Article, the Employer may recover the overpayment from the employee. Such recovery will be deemed authorized under the Employment Standards Act, 2000 and the Employer will be allowed to make deductions from the employee's pay cheque to cover the overpayment, provided that the Union and the employee have agreed in writing to a reasonable repayment schedule. Failing agreement, the parties will use an expedited process</p>		

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		allowed to make deductions from the employee's pay cheque to cover the overpayment, provided that the Union and the employee have agreed in writing to a reasonable repayment schedule. Failing agreement, the parties will use an expedited process to determine the repayment schedule.		to determine the repayment schedule.		
Art. 10 –	Applicable	(a) <u>Immediate Family</u>	Applicable	Applicable	(a) <u>Immediate</u>	(a) <u>Immediate Family</u>



	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
Bereavement Leave		Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these five (5) calendar days.			<u>Family</u>  Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these five (5) calendar days.	Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these five (5) calendar days.

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>(b) <u>Other Family Members</u></p> <p>Upon the death of other family members of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the</p>			<p>(b) <u>Other Family Members</u></p> <p>Upon the death of other family members of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working</p>	<p>(b) <u>Other Family Members</u></p> <p>Upon the death of other family members of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were</p>

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		employee during these three (3) calendar days.			days that were scheduled for the employee during these three (3) calendar days.	scheduled for the employee during these three (3) calendar days.
Art. 11 – Leave of Absence Without Pay	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 12 – Pregnancy and Parental Leave	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 13 – Retirement	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 14 – Special Leave	Applicable	As per the provisions of Article 14 but limited to 15 hours annually.	Applicable	Applicable	As per the provisions of Article 14 but limited to 15 hours	Not Applicable
Art. 15 – Sabbatical Leave	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
*Art. 16 – Statutory and Declared Holidays	Applicable	(a) Employees shall be paid 4.8% (effective September 30,	Applicable	(a) Employees shall be paid 4.8%(effective September 30, 2021, 5.2%) of their	(a) Employees shall be paid 4.8% (effective September 30,	(a) Employees shall be paid 4.8% of their regular earnings every

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>2021, 5.2%) of their regular earnings every two (2) weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.</p> <p>It is understood that the value of one (1) Statutory or Declared Holiday equates to 0.4%.</p> <p>(b) An employee authorized to work on any of the Holidays, as set out in Section 16.01 shall be paid at the rate of time and one-half (1 ½)</p>		<p>regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.</p> <p>It is understood that the value of one (1) Statutory or Declared Holiday equates to 0.4%.</p> <p>(b) An employee authorized to work on any of the Holidays, as set out in Section 16.01 shall be paid at the rate of one and one-half (1 ½) the employee's regular straight time hourly rate of pay for all</p>	<p>2021, 5.2%) of their regular earnings every two (2) weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.</p> <p>It is understood that the value of one (1) Statutory or Declared Holiday equates to 0.4%.</p> <p>(b) An employee authorized to work on any of the Holidays, as set out in Section 16.01 shall be paid at</p>	<p>two (2) weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.</p> <p>(b) Any employee authorized to work on the holiday shall be compensated at one and one half (1 1/2) times for each hour so worked in addition to the pay for the holiday.</p>

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>the employee's regular straight time hourly rate of pay for all hours worked on such holiday (other than overtime hours as set out in (c) below) in addition to the compensation provided in (a) above.</p> <p>(c) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times the employee's hourly rate.</p>		<p>hours worked on such holiday (other than overtime hours as set out in (c) below) in addition to the compensation provided in (a) above.</p> <p>(c) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times the employee's hourly rate.</p>	<p>the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday (other than overtime hours as set out in (c) below) in addition to the compensation provided in (a) above.</p> <p>(c) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times</p>	

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
					the employee's hourly rate.	
Art. 17 – Jury and Witness Duty	Applicable	Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Art. 18 – Time Off for Voting	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 19 – Grievance Procedure	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 20 – Arbitration Procedure – Rights Dispute	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 21 – Insurance Plans	Applicable	(a) Employees regularly scheduled to work less than fourteen (14) hours per week shall have, after a six (6) calendar month waiting period from date of hire with the City, 8% added to their	Applicable but enrolment in O.M.E.R.S. is subject to the eligibility requirements of O.M.E.R.S.	Employees will, after a six (6) calendar month waiting period from date of hire with the City, have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, L.T.D.I. and O.M.E.R.S.	Employees will, after a six (6) calendar month waiting period from date of hire with the City, have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death	Upon completion of the six (6) calendar month waiting period from date of hire with the City, such employee shall have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, L.T.D.I., and O.M.E.R.S. Part time employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾) percent.</p> <p>(b) Employees regularly scheduled to work fourteen (14) hours per week</p>		<p>Temporary employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾) percent.</p>	<p>and Dismemberment, I.P.P., L.T.D.I. and O.M.E.R.S.</p> <p>Temporary employees who enroll in O.M.E.R.S., subject to meeting the eligibility requirements of O.M.E.R.S., shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾) percent.</p>	<p>Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S. Casual employees who enroll in O.M.E.R.S, subject to meeting the eligibility criteria of O.M E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾ ) percent.</p>

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>up to and including twenty-four (24) hours per week, after a six (6) calendar month waiting period from date of hire, shall either:</p> <ul style="list-style-type: none"> <li>(i) receive 8% in lieu of benefits or,</li> <li>(ii) opt for enrollment in the benefit plan (extended health, semi private, dental, group life and accidental death and dismemberment) with the Employer</li> </ul>				



	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>paying on their behalf 50% of what it contributes for a full-time employee in the same plans. Employees opting for such enrolment will receive two and three quarters (2 <sup>3</sup>/<sub>4</sub>) percent of their regular pay in lieu of entitlement to L.T.D.I. and O.M.E.R.S.</p> <p>Where the employee selects to enroll in O.M.E.R.S., he/she will not receive the two and three quarters (2 <sup>3</sup>/<sub>4</sub>)</p>				

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		<p>percent of his/her regular pay in lieu of entitlement to L.T.D.I. and O.M.E.R.S.</p> <p>O.M.E.R.S. enrolment is subject to meeting the enrolment criteria.</p> <p>Once having opted for the choice, the employee must stay with such choice, except in extenuating circumstances as determined by the Employer.</p>				
Art. 22 – Institute Fees and Membership Reports	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 23 –	Applicable	All provisions of	Not applicable	Not Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
Organization Change		Article 23 apply, with the following addition: A month's pay shall be determined by taking the average hours worked per month in the six (6) months immediately preceding the employee's last day of work.				
Art. 24 – Probation	Applicable	(a) All new part-time employees shall serve a probationary period not exceeding seven hundred and fifty (750) regular hours of work or one year from date of hire.  <u>(b) Extension of Probationary Period</u>  The Employer may, with written approval of the Institute, extend	Applicable	Not Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>the probationary period as specified above for up to an additional three hundred and seventy five (375) regular hours of work or a maximum of six (6) months.</p> <p>(c) A new part-time probationary employee must remain in their position of hire through the probationary period including during any probationary period extension except as outlined in (d) below.</p> <p>(d) A new part-time probationary</p>				

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		employee shall only be permitted to accept an appointment in accordance with Article 25 to a permanent full-time position. Should a permanent part-time probationary employee accept a permanent full-time position, the employee must serve a probationary period in accordance with Article 24 in the new full-time position. The probationary period served in the new full-time position will be reduced by the number of regular hours already served in the part-time position.				
Art. 25 – Vacancies	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
Art. 26 – Union Management Consultation Committee	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 27 – Vehicle Expenses	Applicable	The monthly minimum payment will be applicable on a pro-rata basis.  27.08 – Transit Subsidy is not applicable.	Applicable  27.08 Transit Subsidy is not applicable.	Applicable  27.08 – Transit Subsidy is not applicable.	The monthly minimum payment will be applicable on a pro-rata basis.  27.08 – Transit Subsidy is not applicable.	Applicable  27.08 – Transit Subsidy is not applicable.
Art. 28 – Salary Administration	Applicable	(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated hours shall include vacation	Applicable	Applicable	(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated	(a) 1,700 compensated hours equal one year for the purposes of salary increments. The calculation for determining total compensated shall include

	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>pay.</p> <p>(b) The Employer may deny a salary increment to a part-time employee if it is satisfied that the part-time employee is not performing satisfactorily the duties of the position assigned. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment</p>			<p>hours shall include vacation pay.</p> <p>(b) The Employer may deny a salary increment to a part-time employee if it is satisfied that the part-time employee is not performing satisfactorily the duties of the position assigned. Where the Employer intends to deny a salary increment from a part-time</p>	<p>vacation pay.</p> <p>(b) The Employer may deny a salary increment to a casual employee if it is satisfied that the casual employee is not performing satisfactorily the duties of the position assigned. Where the Employer intends to deny a salary increment from a casual employee it shall, at least two (2) weeks but no more than six (6) weeks before the</p>

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>to the part-time employee, give the employee the reason for the denial in writing.</p> <p>Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time employee's next anniversary date and the part-time employee's salary increment date shall be retained.</p> <p>(c) Part-time employees, when required by the Employer to attend meetings</p>			<p>employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.</p> <p>Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time</p>	<p>due date for the salary increment to the casual employee, give the employee the reason for the denial in writing.</p> <p>Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the casual employee's next anniversary date and the casual employee's salary increment date shall be retained.</p>



	PERMANENT FULL-TIME (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>or other functions, shall be paid their regular salary for all time spent at such functions.</p> <p>(d) Public Health Nurses conducting pre-natal classes will be paid a minimum of four (4) hours per class which includes class time and preparation.</p>			<p>employee's next anniversary date and the part-time employee's salary increment date shall be retained.</p> <p>(c) Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.</p> <p>(d) Public Health</p>	<p>(c) Casual employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.</p> <p>(d) Public Health Nurses conducting pre-natal classes will be paid a minimum of four (4) hours per class which includes class time and preparation.</p> <p>(e) A casual</p>

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
					Nurses conducting pre- natal classes will be paid a minimum of four (4) hours per class which includes class time and preparation.	employee will be provided with a minimum of 3.5 hours pay at straight time where a scheduled shift is cancelled by the Employer within less than 24 hours from the start time of the shift.  (f) A casual employee will be compensated for the hours that they were scheduled to work, up to a maximum of 3.5 hours' pay at straight time, where the Employer

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
						reduces the length of their shift after the employee has reported to work.
Art. 29 – Leave of Absence for Institute Business	Applicable	Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Art. 30 – Protective Footwear	Applicable	Applicable	Applicable	Applicable after twelve (12) months of continuous service in the position requiring protective footwear.	Not Applicable	Not Applicable
Art. 31 – Performance Pay	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 32 – Employee Performance Review	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 33 – Personnel File	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 34 –Evidence	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
during Discipline						
Art. 35 – Career Development	Applicable	Applicable	35.03 (a) only	35.03 (a) only	Not Applicable	Not Applicable
Art. 36 – Categories of employees	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 37 – Legal Protection	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 38 – Workplace Safety and Insurance	Applicable	Applicable	Applicable	WSIA provisions apply	WSIA provisions apply	WSIA provisions apply
Art. 39 – Professional Ethics	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 40 – Alternative Work Arrangements	Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Art. 41 – Arbitration Respecting Interest Disputes	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 42 – Professional Fees	Applicable	Part-time permanent employees who as a condition of their employment are required to hold	Applicable	Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL  36.02 (F)
		<p>membership in a professional association and are required to maintain a current license or membership to legally carry out their duties to continue practicing in that profession shall be reimbursed fifty (50) percent of the cost of such annual fees required to maintain membership in the professional association.</p> <p>In the event that an employee has been paid for a portion of the applicable professional fee by another party, the employee must inform the City and must sign a declaration indicating the amount of the</p>				

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
		reimbursement. In this case, the City shall only reimburse the employee for the appropriate remaining amount in accordance with the above paragraph.				
Art. 43 – Occupational Health & Safety	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 44 – Military Leave	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 45 – Long Term Care	See Article 45	See Article 45	See Article 45	See Article 45	See Article 45	See Article 45
Art. 46 – Ottawa Paramedic Service Branch	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Article 47 – Pay Notes	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
*Article 48 – Domestic or Sexual Violence Leave	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Appendix A –	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
Salary Schedule						
LOU #1 – Overtime	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #2 – Call Back	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #3 – Business Portion of Automobile Insurance	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU # -4 – Summer Hours	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #5– Former Sick Leave Banks	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #6 – Span of Control for Employees in the Ottawa Paramedic Service	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only	Discussion only
LOU #7 – Grandfathered Entitlement – Minimum Monthly Vehicle Expenses Payment	Applicable	Applicable	Applicable	Applicable	Applicable	Not Applicable

	PERMANENT FULL-TIME  (SEE NOTE 1)  36.02 (A)	PERMANENT PART-TIME  36.02 (B)	TEMPORARY Full- TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  36.02 (C)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  36.02 (D)	TEMPORARY PART-TIME  36.02 (E)	CASUAL   36.02 (F)
LOU #8 – Accommodation of Non-CIPP Members within the CIPP Bargaining Unit	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
LOU#9 - Hours of Work – Information Technology Services	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
*LOU #10– Normal Retirement Age (NRA) for eligible CIPP members in the Ottawa Paramedic Service	Applicable (Ottawa Paramedic Service)	Applicable (Ottawa Paramedic Service)	Not Applicable	Not Applicable	Not Applicable	Not Applicable



Notes:

1. Permanent Full-Time Employees: All provisions of the Collective Agreement apply provided such employees meet the conditions prerequisite to obtaining a benefit or provision.
2. Temporary staff continuously employed on a full time basis with the City in excess of two (2) years will be subject to all provisions of the Collective Agreement except Article 23 and will be enrolled in O.M.E.R.S, subject to the eligibility requirements of O.M.E.R.S
3. See Article 25.04 regarding duration of temporary vacancies.
4. Except where otherwise specified, the above language incorporates all provisions of Article 36 – Categories of Employees.

36.03 Temporary Changes to Employment Status

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

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

- (e) A permanent part-time employee with less than two (2) years of continuous employment with the City temporarily moving into a full-time position will be covered on an article basis by either the part-time provisions (36.02(b)) or the full-time provisions (36.02(d)), whichever provides a superior entitlement.

## ARTICLE 37

### **LEGAL PROTECTION**

37.01 The Employer shall provide legal protection and indemnity for members of the Institute as follows:

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

## ARTICLE 38

### **WORKPLACE SAFETY AND INSURANCE**

#### 38.01 Medical Care and Treatment

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

#### 38.02 Medical Certificate Requirement

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

#### \*38.03 Entitlement

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

##### (a) Salary

Payment of salary or earnings by the Employer to the maximum allowable under the *Workplace Safety and Insurance Act* from the date of disability. The Employer shall also pay to employees, where applicable, the difference between the maximum allowable under the Act and the actual amount equal to the employees' salary as set out in the Salary Schedules. It is recognized that this top-up is a taxable benefit and that this top-up only applies in respect to the actual duration of the approved claim . . . The combined effect of the employee's entitlement under the WSIA and the top-up payment shall not exceed the employee's pre-injury net pay after tax and legislated deductions. Where a claim has been disallowed or discontinued by the WSIB all payments made by the Employer will be recovered from the employee's Income Protection Plan or from the employee if the employee's application for Income Protection Plan benefits is disallowed. The City shall be deemed to be authorized pursuant to the *Employment Standards Act*, to make deductions from

the employee's pay cheque in order to recover overpayments made to the employees.

(b) Benefits

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

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

(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 ten (10) months of such absence.

38.04 Return from Workplace Safety and Insurance Benefits to Full Duties

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

38.05 Employer shall Attempt to Place Employees

In the event that an employee is able to return to light or modified duties as determined by the Workplace Safety and Insurance Board of Ontario, the Employer shall attempt to provide such work as the employee was doing at the salary he or she was receiving prior to the accident. In the event that the Employer cannot place the employee at his or her former work, the employee shall receive the salary of the job performed.

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

38.07 Employee Right to Award for Injury

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

38.08 Benefits Payable Upon Termination

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

38.09 If Workplace Safety and Insurance Becomes Taxable

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

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

ARTICLE 39

**PROFESSIONAL ETHICS**

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

ARTICLE 40

**ALTERNATIVE WORK ARRANGEMENTS**

\*40.01 Employees shall have the opportunity to consider alternative work arrangements such as reduced work arrangement and job sharing in accordance with the terms set out below and the parties agree to consult as

required regarding the application and implementation of these alternative options as part of their joint commitment to promote these beneficial workplace alternatives.

In approving or terminating alternative work arrangements, the City shall not act in a manner that is arbitrary, discriminatory or in bad faith.

#### 40.02 Reduced Work Arrangements

- (a) Subject to operational requirements, the Employer will consider employee proposals for reduced work arrangements whereby employees can work a minimum of 80% and a maximum of 95% of the weekly hours of work of a comparable full time position. The employee's rate of pay will be adjusted accordingly.
- (b) All reduced work arrangements shall be subject to approval of the Employer and the Institute and must be confirmed in writing to the employee requesting such an arrangement prior to the commencement of such reduced work.
- (c) All reduced work arrangements shall be for an initial period of one year and are renewable annually. The parties make no commitment that the arrangement will be renewed. Where the Employer does not wish to renew the arrangement, the employee will be provided with a minimum six (6) week notice period.
- (d) The terms and conditions of the Collective Agreement applicable to full time employees shall apply except as hereafter modified:
  - i) Leaves - all leave entitlements, except bereavement, shall be pro-rated to reflect the employee's weekly hours of work under the reduced arrangement in relation to the normal full time hours of work. Bereavement leave is not pro-rated and employees remain entitled to the number of days as described in Article 10 based on their reduced daily entitlement;
  - ii) OMERS - The Employer and the employee contributions are reduced to reflect the modified earnings of the employee. All other pension contributions are in accordance with the OMERS rules;
  - iii) Insured Benefits - The Employer shall continue to share the cost of benefit programs as described in Article 21. All insured benefits

shall remain unchanged except for Long Term Disability, AD&D and Life Insurance which will be reduced to reflect the employee's reduced earnings;

- iv) Service - service for the purposes of increments shall continue to accrue without modification during the arrangement
- v) Statutory Holidays – Employees will receive 4.8% of their regular (reduced) earnings on a bi-weekly basis in lieu of statutory and declared holidays.

#### 40.03 Job Share

- (a) Subject to operational requirements, the Employer is prepared to consider employee proposals for job share arrangements whereby two employees can be permitted to share the work of one permanent full time position.
- (b) All job share arrangements shall be subject to approval of the Employer and the Institute and must be confirmed in writing prior to the commencement of such a shared arrangement.
- (c) All job share arrangements are renewable annually but the parties make no commitment that the job share arrangements will be renewed.
- (d) Employees wishing to share the work of another employee must have the ability to perform the duties of the job they are proposing to share.
- (e) The position of the job sharing partner left vacant shall be filled in accordance with the terms of the Collective Agreement recognizing the job share employee's right to return to that position at the expiration or termination of the job share arrangement.
- (f) All other employees temporarily transferred, promoted, acting or hired as a result of the job share arrangement shall return to their former positions or status upon the expiration or termination of the job share.
- (g) Where a party to a job share arrangement wishes to terminate the arrangement prior to the expiration date, the employee shall provide his or her job share partner, the Employer and the Institute with as much notice as possible (in advance) but not less than thirty (30) days notice. The Employer may terminate any job share during the term on the basis of operation/service concerns with thirty (30) days notice to

the employees affected and the Institute.

- (h) Employees will accumulate service for purposes of increments in accordance with the part time provisions.
- (i) If the job sharing arrangement is satisfactory to both parties and has continued for two (2) years, the Employer may consult with the Institute for the purpose of implementing such arrangement on a permanent basis.

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

- (j) The job shares will be considered as regular part time employees and all entitlements shall be in accordance with the part time provisions of the Collective Agreement – subsection 36.02 (b)(ii).

#### 40.04 Compressed Work Week

- (a) Procedure

A compressed workweek allows employees to work longer days for part of the week or pay period in exchange for shorter days or a day off. Compressed work schedules can be established for one week, two week or three week periods.

Employees are required to complete the “Compressed Work Week Agreement” form provided by the Employer and forward it to their Manager for approval.

The Manager will review the request to ensure that it complies with the Collective Agreement and the Alternate Work Arrangements policy. If the request is approved, the Manager will sign the “Compressed Work Week Agreement”. A Manager’s decision to deny a request must be communicated to the employee in writing.

The term of the arrangement will be for a maximum of twelve (12) months. The Manager or employee may cancel the work arrangement by providing two (2) week notice in writing. This does not preclude the Manager from suspending or cancelling the arrangement at any time because of operational requirements. At the



conclusion of the arrangement, the employee will return to his/her regular work week schedule. The compressed work week arrangement can be re-negotiated subject to the approval of the Manager and the employee.

(b) Scheduled Days Off

Scheduled days off must be predetermined and consistently taken as set out in the "Compressed Work Week Agreement". Scheduled days off are considered days of rest and must be earned prior to taking them. Scheduled days off cannot be accumulated or banked.

Employees who wish to come to work on a scheduled day off must obtain prior approval and select an alternate day off, mutually agreed to with their Manager. Where an earned day off falls on a statutory holiday, the employee and Manager may select a mutually acceptable alternate day off.

(c) Absences

A compressed workweek arrangement creates longer workdays. Absences must account for the additional hours of missed work. All absences from work under the compressed workweek arrangement will be dealt with as follows:

- (i) where the leave does not exceed two (2) days, the employee may:
  - make up the difference in time between the compressed work week extended day and the standard work day, or
  - revert to the standard days for that cycle;
- (ii) where leave exceeds two (2) days, management can request the employee to revert to the standard work days for the cycle;
- (iii) where the combination of a statutory holiday and another leave exceeds the two (2) days, the arrangement may be suspended for that cycle.

For the purpose of tracking leave on the payroll system, leave will continue to be recorded in actual hours taken, where applicable, as in special leave and time off in lieu of overtime.

(d) Owed Time

Where the employee or the City “owes time”, the make-up of hours owed is to be mutually agreed to between the Manager and the employee and should be taken during the cycle in which it is owed, or not later than the next cycle.

(e) Operational Differences

This procedure recognizes that there are different City work situations. For example:

- 7 and 8 hour set shifts;
- 8 and 12 hour rotating shifts;
- 7 day operations; and
- operations that are dependent on set work crews and schedules or interdependent work teams.

The different situations may require modifications to the compressed workweek arrangement. Where management and employees are considering modified approaches, the fundamental principles of the Alternate Work Arrangement Policy and this procedure will continue to apply.

(f) Definitions

**Compressed Day:** the regular day(s) off resulting from an employee working a compressed workweek.

**Compressed Workweek:** an arrangement whereby employees work longer shifts in exchange for a reduction in the number of work days in their working cycle (i.e. on a weekly or biweekly basis).

40.05 Telework

The Employer will consider requests for telework. The Employer’s policy on telework will be applicable to such alternate work arrangements and their approval will take into consideration elements such as operational needs and associated costs.

## ARTICLE 41

### **ARBITRATION RESPECTING INTEREST DISPUTES**

#### 41.01 Serving Notice to Arbitrate

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

#### 41.02 Make-up of Board

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

#### 41.03 Selection of Board

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

#### 41.04 Ministerial Appointment of Chair

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

#### 41.05 Final and Binding Decision

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

41.06 Cost of the Board

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

ARTICLE 42

**PROFESSIONAL FEES**

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

(a) such membership is a condition of employment,

and/or

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

ARTICLE 43

**OCCUPATIONAL HEALTH & SAFETY**

43.01 The parties are committed to upholding stringent principles with respect to Occupational Health and Safety. The Institute supports the Employer in its provision of occupational health and safety education and training to its employees, to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness. The Institute and the Employer shall participate in Joint Health and Safety Committees as deemed appropriate and conform to the Terms of Reference.

## ARTICLE 44

### **MILITARY LEAVE**

The City supports the Reserve Component of the Canadian Forces by permitting employees of the City to take leaves of absence for up to two weeks per year, one week of which is with full pay, for reserve training as long as operations will not be unreasonably disrupted.

The City supports the principle of extending leave without pay opportunities, to reservists for up to twelve (12) months in order for them to participate in operational military missions as long as operations will not be unreasonably disrupted.

## ARTICLE 45

### **LONG TERM CARE**

#### \*45.01 Definitions and Exceptions

##### (a) Part-time Nurses

- (1) Defined as regularly scheduled to work twenty-four (24) hours or less for a continuous period.
- (2) The regular part-time commitment shall include the following conditions:
  - (i) must be prepared to work at least one weekend in two;
  - (ii) must be prepared to work at least two shifts a week and must be prepared to work an additional shift if required;
  - (iii) must be prepared to work during the period over Christmas and New Year's including Christmas or New Year's Day.
- (3) Subject to operational requirements, employees will be allowed to work in excess of twenty-four (24) hours in a one-week period. Such increase in hours of work will not affect the employee's

part-time status and applicable terms and conditions of employment.

- (4) Part-time nurses shall declare their availability or non-availability for additional shifts for a ninety (90) day period, as determined by the Employer. At the request of the Employer, a Part-time nurse shall also declare their known availability for a period of time beyond the ninety (90) day period for the purpose of assessing vacation requests from Full-time or other Part-time nurses.
- (5) A part-time nurse who declared themselves available for an additional shift, and accepts an additional shift, and later becomes unavailable for work, shall notify the Employer forty-eight (48) hours prior to the commencement of the scheduled shift, except in extenuating circumstances.
- (6) A Part-time employee will be provided with a minimum of 3.5 hours pay at straight time where a scheduled shift is cancelled by the Employer within less than forty-eight (48) hours from the start time of the shift.

(b) Casual Nurses

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

The casual nurse:

- i) Shall declare their availability or non-availability for work for a ninety (90) day period, as determined by the Employer. At the request of the Employer, a casual nurse shall also provide their known availability for a period of time beyond the ninety (90) day period for the purpose of assessing vacation requests from Full-time or Part-time nurses;
- ii) who declared themselves available for any shift, and accepts a shift, and later becomes unavailable for work, shall notify the Employer forty-eight (48) hours prior to the commencement of the scheduled shift, except in extenuating circumstances;
- iii) A casual employee will be provided with a minimum of 3.5 hours

pay at straight time where a scheduled shift is cancelled by the Employer within less than forty-eight (48) hours from the start time of the shift.

- iv) Is expected to be available to work during the period over Christmas and New Year's including Christmas and New Year's Day;
- v) Is expected to be available to work on weekends.

#### 45.02 Applicable Collective Agreement Provisions

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

**ARTICLE 45 - CATEGORIES OF EMPLOYEES / LONG TERM CARE**

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  (SEE NOTE 2)	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	45.02 (c)	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
Preamble	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 1 – Scope and Recognition	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 2 – Reports and Recommendations	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 3 – Management Rights	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 4 – Definitions	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 5 – No Discrimination	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 6 – Hours of Work	(a) <u>Standard Day</u>  The standard day as referred to in this agreement shall consist of three (3) shifts for all nurses covered by this agreement and shall be defined as a twenty-four (24) hour period beginning at:	(a) <u>Standard Day</u>  The standard day as referred to in this agreement shall consist of three (3) shifts for all nurses covered by this agreement and shall be defined as a twenty-four (24) hour period beginning at:	(a) <u>Standard Day</u>  The standard day as referred to in this agreement shall consist of three (3) shifts for all nurses covered by this agreement and shall be defined as a twenty-four (24) hour period beginning at:	(a) <u>Standard Day</u>  The standard day as referred to in this agreement shall consist of three (3) shifts for all nurses covered by this agreement and shall be defined as a twenty-four (24) hour period beginning at:	Not Applicable	Not Applicable



	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	45.02 (c)	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
	<p>(a) 2300 – 0700 Night Shift</p> <p>(b) 0700 – 1500 Day Shift</p> <p>(c) 1500 - 2300 Evening Shift</p> <p>(i) A full shift shall consist of seven and one-half hours of work exclusive of meal period. An unpaid meal period of thirty (30) minutes shall be scheduled during a nurse's shift provided such shift is in excess of five (5) hours.</p> <p>(ii) A meal period of one-half hour shall be</p>	<p>(a) 2300 - 0700 Night Shift</p> <p>(b) 0700 - 1500 Day Shift</p> <p>(c) 1500 - 2300 Evening Shift</p> <p>(i) A full shift shall consist of seven and one-half hours of work exclusive of meal period. An unpaid meal period of thirty (30) minutes shall be scheduled during a nurse's shift provided such shift is in excess of five (5) hours.</p> <p>(ii) A meal period of one-half hour shall be scheduled away from the</p>	<p>(a) 2300 - 0700 Night Shift</p> <p>(b) 0700 - 1500 Day Shift</p> <p>(c) 1500 - 2300 Evening Shift</p> <p>(i) A full shift shall consist of seven and one-half hours of work exclusive of meal period. An unpaid meal period of thirty (30) minutes shall be scheduled during a nurse's shift provided such shift is in excess of five (5) hours.</p> <p>(ii) A meal period of one-half hour shall be scheduled</p>	<p>(a) 2300 - 0700 Night Shift</p> <p>(b) 0700 - 1500 Day Shift</p> <p>(c) 1500 - 2300 Evening Shift</p> <p>(i) A full shift shall consist of seven and one-half hours of work exclusive of meal period. An unpaid meal period of thirty (30) minutes shall be scheduled during a nurse's shift provided such shift is in excess of five (5) hours.</p> <p>(ii) A meal period of one-half hour shall be scheduled</p>		

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	<b>45.02 (c)</b>	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
	<p>scheduled away from the floor during a nurse's shift, whether day, evening or night. Should a nurse be recalled to duty during her/his meal period, additional time shall be provided later in the shift to compensate for the time she/he was recalled.</p> <p>(iii) During each full shift, there shall be provided two fifteen-minute rest periods.</p> <p>(iv) The start and end time of an employee's shift may be altered on occasion with</p>	<p>floor during a nurse's shift, whether day, evening or night. Should a nurse be recalled to duty during her/his meal period, additional time shall be provided later in the shift to compensate for the time she/he was recalled.</p> <p>(iii) During each full shift, there shall be provided two fifteen-minute rest periods.</p> <p>(iv) The start and end time of an employee's shift may be altered on occasion with the agreement of the</p>	<p>away from the floor during a nurse's shift, whether day, evening or night. Should a nurse be recalled to duty during her/his meal period, additional time shall be provided later in the shift to compensate for the time she/he was recalled.</p> <p>(iii) During each full shift, there shall be provided two fifteen-minute rest periods.</p> <p>(iv) The start and end time of an employee's shift may be altered on occasion with the agreement of the employee</p>	<p>away from the floor during a nurse's shift, whether day, evening or night. Should a nurse be recalled to duty during her/his meal period, additional time shall be provided later in the shift to compensate for the time she/he was recalled.</p> <p>(iii) During each full shift, there shall be provided two fifteen-minute rest periods.</p> <p>(iv) The start and end time of an employee's shift may be altered on occasion with the agreement of the</p>		

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
	<p>the agreement of the employee and the Employer.</p> <p>(b) <u>Scheduling</u></p> <p>Notwithstanding the normal scheduling practices set out above, the parties acknowledge that nurses in Long Term Care Homes are subject to a different scheduling practice due to the service requirements of residents and as a result may be scheduled:</p> <p>(i) to work 7 ½ hours per day and either 37 ½ hours per week or an average of 37 ½ hours per week in every four (4)</p>	<p>employee and the Employer.</p> <p>(b) <u>Scheduling Regulations</u></p> <p>(i) Regular part-time nurses will not be scheduled on successive weekends, unless the nurse has indicated a desire to work such schedule.</p> <p>(ii) Once the schedule has been established, there will be no re-arrangement of said schedule except by mutual agreement or in emergency situations.</p> <p>(iii) At least twenty-</p>	<p>and the Employer.</p> <p>(b) <u>Scheduling</u></p> <p>Notwithstanding the normal scheduling practices set out above, the parties acknowledge that nurses in Long Term Care Homes are subject to a different scheduling practice due to the service requirements of residents and as a result may be scheduled:</p> <p>(i) to work 7 ½ hours per day and either 37 ½ hours per week or an average of 37 ½ hours per week in every</p>	<p>employee and the Employer.</p> <p>(b) <u>Scheduling</u></p> <p>Notwithstanding the normal scheduling practices set out above, the parties acknowledge that nurses in Long Term Care Homes are subject to a different scheduling practice due to the service requirements of residents and as a result may be scheduled:</p> <p>(i) to work 7 ½ hours per day and either 37 ½ hours per week or an average of 37 ½ hours per week in every four (4) week</p>		

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
	<p>week period; and</p> <p>(ii) to receive two (2) days of rest per week or an average of two (2) days off per week on the condition that they receive Saturday and Sunday as their days of rest twice in each four (4) week cycle.</p> <p>(iii) If a nurse is required to work in excess of two (2) weekends (Saturday and Sunday) within a four (4) week cycle, he/she shall be compensated at the rate of time and one-half (1 ½) for each hour worked on Saturday and/or Sunday unless mutually agreed between the Employer and the employee.</p>	<p>four hours time off shall be scheduled when a shift is changed, unless the nurse agrees to a shorter period of time. In the event the nurse is required to work within the twenty-four (24) hour period, the nurse shall be compensated by an additional three (3) hours' pay in addition to her/his regular pay.</p> <p>(iv) A nurse reporting for work on a regular shift of four (4) hours or more shall be paid her/his</p>	<p>four (4) week period; and</p> <p>(ii) to receive two (2) days of rest per week or an average of two (2) days off per week on the condition that they receive Saturday and Sunday as their days of rest twice in each four (4) week cycle.</p> <p>(iii) If a nurse is required to work in excess of two (2) weekends (Saturday and Sunday) within a four (4) week cycle, he/she shall be compensated at the rate of</p>	<p>period; and</p> <p>(ii) to receive two (2) days of rest per week or an average of two (2) days off per week on the condition that they receive Saturday and Sunday as their days of rest twice in each four (4) week cycle.</p> <p>(iii) If a nurse is required to work in excess of two (2) weekends (Saturday and Sunday) within a four (4) week cycle, he/she shall be compensated at the rate of time and one-half (1 ½) for each hour</p>		

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (E)	45.02 (F)
	<p>(c) <u>Scheduling Regulations</u></p> <p>(i) At least twenty-four (24) hours time off shall be scheduled when a shift is changed, unless the nurse agrees to a shorter period of time. In the event the nurse is required to work within the twenty-four hour period, the nurse shall be compensated by an additional</p>	<p>regular rate of pay for the period worked, with a minimum of four (4) hours' pay for the shift.</p> <p>(v) Before any change is made to standard day or a different shift operation is considered, there will be prior notice and discussion with the Institute.</p> <p>(vi) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) continuous days off at</p>	<p>time and one-half (1 ½) for each hour worked on Saturday and/or Sunday unless mutually agreed between the Employer and the employee.</p> <p>(c) <u>Scheduling Regulations</u></p> <p>(i) At least twenty-four (24) hours time off shall be scheduled when a shift is changed, unless the nurse agrees to a shorter period of time. In the event the nurse is required to work within the twenty-four</p>	<p>worked on Saturday and/or Sunday unless mutually agreed between the Employer and the employee.</p> <p>(c) <u>Scheduling Regulations</u></p> <p>(i) At least twenty-four (24) hours time off shall be scheduled when a shift is changed, unless the nurse agrees to a shorter period of time. In the event the nurse is required to work within the twenty-four</p>		

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
	<p>three (3) hours' pay in addition to her/his regular pay.</p> <p>(ii) Before any change is made to standard day or a different shift operation is considered, there will be prior notice and discussion with the Institute.</p> <p>(iii) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) consecutive days off at Christmas or New Year's. Time off at</p>	<p>Christmas or New Year's. Time off at Christmas shall include December 25 and time off at New Year's shall include January 1.</p> <p>Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.</p> <p>(vii) When it is known in advance that there will be</p>	<p>hour period, the nurse shall be compensated by an additional three (3) hours' pay in addition to her/his regular pay.</p> <p>(ii) Before any change is made to standard day or a different shift operation is considered, there will be prior notice and discussion with the Institute.</p> <p>(iii) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) consecutive days off at</p>	<p>hour period, the nurse shall be compensated by an additional three (3) hours' pay in addition to her/his regular pay.</p> <p>(ii) Before any change is made to standard day or a different shift operation is considered, there will be prior notice and discussion with the Institute.</p> <p>(iii) The scheduling regulations may be waived between December 15 and January 15 so that all nurses will receive at least four (4) consecutive days off at</p>		

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	45.02 (c)	<b>45.02 (d)</b>	<b>45.02 (E)</b>	<b>45.02 (F)</b>
	<p>Christmas shall include December 25 and time off at New Year's shall include January 1.</p> <p>Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.</p>	<p>extra available shifts during the next two (2) week period, such extra shifts will first be offered to permanent part-time nurses. Such additional scheduling shall not result in a change of status for the employee.</p>	<p>Christmas or New Year's. Time off at Christmas shall include December 25 and time off at New Year's shall include January 1.</p> <p>Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.</p>	<p>Christmas or New Year's. Time off at Christmas shall include December 25 and time off at New Year's shall include January 1.</p> <p>Schedules for this period shall be posted at least four (4) weeks in advance. Subject to operational requirements, the Employer shall attempt to accommodate requests for additional days off during this period.</p>		
Art. 7 – Overtime and Premiums	Applicable except 7.02, 7.04 and as modified below:	Applicable except 7.02, 7.04 and as modified below:	Applicable except 7.02, 7.04, 7.07 and as modified below:	Applicable except 7.02, 7.04, 7.07 and as modified below:	Applicable except 7.02, 7.04, 7.07 and as modified below:	Not Applicable

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	45.02 (c)	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
	Nurses in Long Term Care Homes may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately following a regularly scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the	(a) Nurses in Long Term Care Homes may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately following a regularly	Nurses in Long Term Care Homes may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately following a regularly scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the	Nurses in Long Term Care Homes may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately following a regularly scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the	(a) Nurses in Long Term Care Homes may be required to work for periods up to fifteen (15) minutes immediately following their regularly scheduled shift in any day, or for periods of time which total not more than two and one-half (2 1/2) hours in addition to their regularly scheduled shifts in each two (2) week work cycle. Such time shall be compensated at regular straight time rates per hour. When a Nurse is required to work for more than fifteen (15) minutes immediately	



	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
	<p>rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.</p> <p><u>Call Back</u></p> <p>When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.</p>	<p>scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.</p> <p>(b) When a shift schedule is changed without twenty-four (24) hours notice of the next scheduled reporting time, the nurse shall be paid an additional three and one half (3 1/2) hours' pay if required to work within twenty-four (24) hours of the changed schedule.</p>	<p>rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.</p> <p><u>Call Back</u></p> <p>When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.</p> <p>Weekend Premium</p> <p>Temporary full time employees are entitled to a \$1.75 weekend premium for all regularly scheduled hours worked on Saturday and/or Sunday.</p>	<p>rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.</p> <p><u>Call Back</u></p> <p>When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay.</p>	<p>following a regularly scheduled shift or for more than seventy-seven and one-half (77 1/2) hours in any two (2) week work cycle, the Nurse shall be paid compensation at the rate of time and one-half (1 1/2) for each hour worked in any two (2) week work cycle.</p> <p>(b) When a shift schedule is changed without twenty-four (24) hours notice of the next scheduled reporting time, the nurse shall be paid an additional three and one half (3 1/2) hours' pay if required to work within twenty-four (24) hours of the</p>	

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
		<p>(c) Time and one-half shall be paid for all work performed after working seven (7) consecutive calendar days without two (2) days off until such days are granted.</p> <p>(d) <u>Call Back</u></p> <p>When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay</p>	<p>Employees who are not regularly scheduled to work on Saturday and/or Sunday and who are authorized by the direct manager or designate to work on Saturday and/or Sunday, shall receive a \$1.75 weekend premium, unless they are already in receipt of premium overtime pay for work performed on the Saturday or Sunday.</p>		<p>changed schedule.</p> <p>(c) Time and one-half shall be paid for all work performed after working seven (7) consecutive calendar days without two (2) days off until such days are granted.</p> <p>(d) <u>Call Back</u></p> <p>When a nurse has completed her/his regular shift and is called back after her/his regular scheduled shift, she/he shall be compensated at time and one-half with a minimum guarantee of three (3) hours at straight time pay</p>	
Art. 8 – Annual Leave	Applicable	For the purpose of vacation entitlement, length of continuous service shall mean combined service	Applicable	Full time temporary employees shall receive compensation in lieu of the Annual Leave provisions	Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained	For the purpose of vacation entitlement, length of continuous service shall mean combined service with

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>with the Employer provided there has been no break in service; 1500 worked hours shall continue to equal one (1) year of service for employees who were permanent part-time nurses as at April 25, 2016 and will only continue to apply for as long as the employee remains a casual or permanent part-time nurse in Long Term Care.</p> <p>1700 worked hours shall equal one (1) year of service.</p> <p>Part-time employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-</p>		<p>contained in Article 8 and such compensation shall be equal to 2% for every week of annual entitlement of a full-time employee.</p>	<p>in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-time employee (1700 worked hours equates to one year of service).</p>	<p>the Employer provided there has been no break in service; 1500 worked hours shall continue to equal one (1) year of service for employees who were casual nurses as at April 25, 2016 and will only continue to apply for as long as the employee remains a casual or permanent part-time nurse in Long Term Care.</p> <p>1700 worked hours shall equal one (1) year of service.</p> <p>Casual employees shall receive compensation in lieu of the Annual Leave provisions contained in Article 8 and such compensation shall be equal to 2% for every week of annual leave entitlement of a full-</p>

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
*Art. 9 – Income Protection Plan	Applicable	<p>time employee.</p> <p>(a) <u>Sick Leave Credits</u></p> <p>Following a waiting period of 1700 compensated hours, permanent part-time employees regularly scheduled to work at least fourteen (14) hours bi-weekly shall be entitled to accumulate sick leave credits at the rate of one and one half (1 ½) days for each completed month of service. Such credits are not eligible for pay out at any given time.</p> <p>(b) <u>Medical Certification</u></p> <p>(i) Each employee who is in receipt</p>	Applicable	<p>(a) <u>Sick Leave Credits</u></p> <p>Following a waiting period of twelve (12) months of service in one or more contiguous temporary assignments in the bargaining unit, an employee shall be entitled to accumulate sick leave credits at the rate of one and one half (1 ½) days for each completed month of service. Such credits are not eligible for pay out at any given time. In the event an employee has a break in employment between temporary assignments, sick leave accumulation ceases and the balance is deleted. Any future</p>	Not Applicable (See Article 21)	<p>time employee.</p> <p>Not Applicable (See Article 21)</p>

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>of sick leave benefits for a period in excess of four (4) consecutive working days or in excess of ten (10) cumulative working days in any calendar year shall file with the application a satisfactory medical certificate from a qualified medical practitioner. Such medical certificates must be dated and submitted within fifteen (15) calendar days of the first day of absence. For long-term illnesses, the employee may be required to provide a</p>		<p>accumulation of leave for such employee will be subject to the twelve (12) month waiting period described above.</p> <p>(b) <u>Medical Certification</u></p> <p>(i) Each employee who is in receipt of sick leave benefits for a period in excess of four (4) consecutive working days or in excess of ten (10) cumulative working days in any calendar year shall file with the application a satisfactory medical certificate from a qualified medical practitioner.</p>		

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>medical certificate every twenty-five (25) days thereafter unless the Employer is satisfied with the most recent certificate.</p> <p>(ii) The Employer may consider waving the timelines in situations of an exceptional nature.</p> <p>(iii) Qualified medical practitioners shall include general practitioners, nurse practitioners, medical specialists, psychiatrists, registered clinical psychologists,</p>		<p>Such medical certificates must be dated and submitted within fifteen (15) calendar days of the first day of absence. For long-term illnesses, the employee may be required to provide a medical certificate every twenty-five (25) days thereafter unless the Employer is satisfied with the most recent certificate.</p> <p>(ii) The Employer may consider waving the timelines in situations of an exceptional nature.</p>		

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>physiotherapists , dentists, oral surgeons, mid-wives and chiropractors.</p> <p>(iv) The certificate supplied by the employees shall specify the anticipated length of their absence due to illness and shall include, where possible, information on the nature and scope of restrictions which may prohibit the employee from being able to perform the duties of his/her position.</p> <p>(v) The medical certificate may be forwarded to the Employer</p>		<p>(iii) Qualified medical practitioners shall include general practitioners, nurse practitioners, medical specialists, psychiatrists, registered clinical psychologists, physiotherapists , dentists, oral surgeons, mid-wives and chiropractors.</p> <p>(iv) The certificate supplied by the employees shall specify the anticipated length of their absence due to illness and shall include, where possible, information on</p>		

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>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. The employee must retain a copy of the scanned or faxed medical certificate and may be required to provide it to the Employer upon request.</p> <p>(vi) The medical certificate will be treated as a confidential document and may be submitted by the employee directly to Human Resources. It</p>		<p>the nature and scope of restrictions which may prohibit the employee from being able to perform the duties of his/her position.</p> <p>(v) 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. The employee must retain a copy of the scanned or faxed medical certificate and may be required</p>		



	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>will be retained in a confidential file in the Human Resources Business Services Branch..</p> <p>(vii) The Employer may refer the employee, the statement signed by the employee, the certificate signed by the medical practitioner and/or the results of an independent medical examination to a City Medical Advisor for investigation and report.</p> <p>(viii) Where a medical certification is</p>		<p>to provide it to the Employer upon request.</p> <p>(vi) The medical certificate will be treated as a confidential document and may be submitted by the employee directly to Human Resources. It will be retained in a confidential file in the Human Resources Business Services Branch..</p> <p>(vii) The Employer may refer the employee, the statement signed by the employee, the certificate signed by the</p>		

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>required under this article, the Employer will reimburse the employee for any reasonable and customary costs related to obtaining and providing the certification.</p> <p>(c) <u>Reporting of absences</u></p> <p>Employees who are absent from work due to illness or injury must notify their immediate supervisor of their absence no later than the employee's normal starting time.</p>		<p>medical practitioner and/or the results of an independent medical examination to a City Medical Advisor for investigation and report.</p> <p>(viii) Where a medical certification is required under this article, the Employer will reimburse the employee for any reasonable and customary costs related to obtaining and providing the certification.</p>		

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>(d) Occurrence of Statutory or Declared Holidays during an employee's absence for sickness shall not reduce an employee's number of days of sickness benefits eligibility.</p> <p>(e) The Employer may require an employee to provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.</p>		<p>(c) <u>Reporting of absences</u></p> <p>Employees who are absent from work due to illness or injury must notify their immediate supervisor of their absence no later than the employee's normal starting time.</p> <p>(d) Occurrence of Statutory or Declared Holidays during an employee's absence for sickness shall not reduce an employee's number of days of sickness benefits eligibility.</p> <p>(e) The Employer may require an</p>		

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
				employee to provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.		
Art. 10 – Bereavement Leave	Applicable	(a) <u>Immediate Family</u>  Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that	Applicable	Applicable	(a) <u>Immediate Family</u>  Upon the death of a member of the immediate family of an employee, as defined in Section 10.01 (a), such employee shall be entitled to bereavement leave for the five (5) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were	Applicable only if the employee was pre-scheduled to work on the day(s) in question.

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
		<p>were scheduled for the employee during these five (5) calendar days.</p> <p>(b) <u>Other Family Members</u></p> <p>Upon the death of other family members of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these three (3) calendar days.</p>			<p>scheduled for the employee during these five (5) calendar days.</p> <p>(b) <u>Other Family Members</u></p> <p>Upon the death of other family members of an employee, as defined in Section 10.03, such employee shall be entitled to bereavement leave for the three (3) consecutive calendar days which next follow the date of death. The employee shall be paid at regular rate for such working days that were scheduled for the employee during these three (3) calendar days.</p>	
Art. 11 – Leave of Absence Without	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
Pay						
Art. 12 – Pregnancy and Parental Leave	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 13 – Retirement	Applicable	Applicable	Applicable	Applicable	Applicable	Not Applicable
Art. 14 – Special Leave	Applicable	As per the provisions of Article 14 but limited to 15 hours	Applicable	Applicable	As per the provisions of Article 14 but limited to 15 hours	Not Applicable
Art. 15 – Sabbatical Leave	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
*Art. 16 – Statutory and Declared Holidays	Applicable	(a) Employees shall be paid 4.8% (effective September 30, 2021, 5.2%) of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16.  It is understood that the value of one (1) Statutory or Declared Holiday equates to 0.4%  (b) Any employee	Applicable	(a) Employees shall be paid 4.8% (effective September 30, 2021, 5.2%) of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.  It is understood that the value of one (1) Statutory or Declared Holiday equates to	(a) Employees shall be paid 4.8% (effective September 30, 2021, 5.2%) of their regular earnings every two weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.  It is understood that the value of one (1) Statutory or Declared	(a) Employees shall be paid 4.8% of their regular earnings every two (2) weeks in lieu of statutory holiday pay entitlements as set out in Article 16 of the Collective Agreement.  (b) Any employee authorized to work on the holiday shall be compensated at one and one half (1 1/2) times for each hour so

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>authorized to work on the holiday shall be compensated at one and one half (1 1/2) times for each hour so worked (other than overtime hours as set out in (c) below) in addition to the pay for the holiday.</p> <p>(c) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times the employee's hourly rate.</p> <p>(d) If it is known in advance that additional part-time staffing will be needed on a statutory holiday falling on a Monday and if required and</p>		<p>0.4%</p> <p>(b) Any employee authorized to work on the holiday shall be compensated at one and one half (1 1/2) times for each hour so worked (other than overtime hours as set out in (c) below) in addition to the pay for the holiday.</p> <p>(c) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times the employee's hourly rate.</p>	<p>Holiday equates to 0.4%</p> <p>(b) Any employee authorized to work on the holiday shall be compensated at one and one half (1 1/2) times for each hour so worked (other than overtime hours as set out in (c) below) in addition to the pay for the holiday.</p> <p>(c) All overtime hours worked on statutory or declared holidays shall be paid at the rate of two (2) times the employee's hourly rate.</p>	<p>worked in addition to the pay for the holiday.</p>

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		mutually agreeable, regular part-time nurses scheduled to work on the Saturday and Sunday immediately preceding the holiday shall be given preference for scheduling on the holiday Monday.				
Art. 17 – Jury and Witness Duty	Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Art. 18 – Time Off for Voting	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 19 – Grievance Procedure	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 20 – Arbitration Procedure – Rights Dispute	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 21 – Insurance Plans	Applicable	Benefit entitlement shall be as follow, with the noted exception as outlined in Letter of Understanding #5:  a) Employees regularly	Applicable but enrolment in O.M.E.R.S. is subject to the eligibility requirements of O.M.E.R.S.	Employees will, after a six (6) calendar month waiting period from date of hire with the City, have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental,	Employees will, after <del>a</del> six (6) calendar month waiting period from date of hire with the City, have 8% added to their regular pay in lieu of Extended Health, Semi-Private,	Benefit entitlement shall be as follows, with the noted exception as outlined in Letter of Understanding #5.  Upon completion of



	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>scheduled to work less than fourteen (14) hours per week shall have, after a six (6) calendar month waiting period from date of hire with the City, 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, L.T.D.I., and O.M.E.R.S.</p> <p>Part time employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits</p>		<p>Group Life, Accidental Death and Dismemberment, L.T.D.I. and O.M.E.R.S.</p> <p>Temporary employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾) percent.</p>	<p>Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I. and O.M.E.R.S.</p> <p>Temporary employees who enroll in O.M.E.R.S, subject to meeting the eligibility requirements of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾) percent.</p>	<p>the six (6) calendar month waiting period from date of hire with the City, such employee shall have 8% added to their regular pay in lieu of Extended Health, Semi-Private, Dental, Group Life, Accidental Death and Dismemberment, I.P.P., L.T.D.I., and O.M.E.R.S.</p> <p>Casual employees who enroll in O.M.E.R.S, subject to meeting the eligibility criteria of O.M.E.R.S, shall have their percentage in lieu of benefits reduced by two and three quarters (2 ¾) percent.</p>

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>reduced by two and three quarters (2 ¾) percent.</p> <p>b) Employees regularly scheduled to work fourteen (14) hours per week up to and including twenty-four (24) hours per week, after a six (6) calendar month waiting period from date of hire, shall either:</p> <p>i) receive 8% in lieu of benefits or,</p> <p>ii) opt for enrollment in the benefit plan (extended health, semi private, dental, group life and accidental death and dismemberment) with the</p>				

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>Employer paying on their behalf 50% of what it contributes for a full-time employee in the same plans. Employees opting for such enrolment will receive two and three quarters (2 <math>\frac{3}{4}</math>) percent of their regular pay in lieu of entitlement to L.T.D.I. and O.M.E.R.S.</p> <p>Where the employee selects to enroll in O.M.E.R.S., he/she will not receive the two and three quarters (2 <math>\frac{3}{4}</math>) percent of his/her regular pay in lieu of entitlement to</p>				

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	<b>45.02 (c)</b>	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
		L.T.D.I. and O.M.E.R.S.  O.M.E.R.S. enrolment is subject to meeting the enrolment criteria.  Once having opted for the choice, the employee must stay with such choice, except in extenuating circumstances as determined by the Employer.				
Art. 22 – Institute Fees and Membership Reports	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 23 – Organization	All the provisions of Article 23 will apply,	All the provisions of Article 23 will apply,	Not applicable	Not applicable	Not applicable	Not Applicable

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	45.02 (c)	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
Change	<p>with the following addition.</p> <p>Should an employee be priority placed in a position at a Long Term Care Home other than the location and shift of the position that was declared redundant, the employee shall have priority placement rights to the first vacancy at the Long Term Care Home in the same shift and in the same category of employment (i.e. full-time, part-time) in which her/his substantive position was declared redundant. This right is limited to a period of one (1) year from the date of redundancy.</p>	<p>with the following addition.</p> <p>(a) Should an employee be priority placed in a position at a Long Term Care Home other than the location and shift of the position that was declared redundant, the employee shall have priority placement rights to the first vacancy at the Long Term Care Home in the same shift and in the same category of employment (i.e. full time, part-time) in which her/his substantive position was declared redundant. This right is limited to a period of one (1) year from the date of redundancy.</p>				

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		(b) A month's pay shall be determined by taking the average hours worked per month in the six (6) months immediately preceding the employee's last day of work.				
Art. 24 – Probation	Applicable	(a) All new part-time employees shall serve a probationary period not exceeding seven hundred and fifty (750) regular hours of work or one year from date of hire.  <u>(b) Extension of Probationary Period</u>  The Employer may, with written approval of the Institute, extend the probationary period as specified above	Applicable	Not Applicable	Not Applicable	A casual nurse who is successful in a competition for a permanent position will be credited with hours worked as a casual nurse for purposes of completing the probationary period provided there is no break in service with the Employer.

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>for up to an additional three hundred and seventy five (375) regular hours of work or a maximum of six (6) months.</p> <p>(c) A new part-time probationary employee must remain in their position of hire through the probationary period including during any probationary period extension except as outlined in (d) below.</p> <p>(d) A new part-time probationary employee shall only be permitted to accept an appointment in accordance with Article 25 to a</p>				

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
		permanent full-time position. Should a permanent part-time probationary employee accept a permanent full-time position, the employee must serve a probationary period in accordance with Article 24 in the new full-time position. The probationary period served in the new full-time position will be reduced by the number of regular hours already served in the part-time position.				
Art. 25 – Vacancies	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 26 – Union Consultation Management Committee	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 27 – Vehicle Expenses	Applicable	The monthly minimum payment will be	Applicable	Applicable	The monthly minimum payment will be	Applicable



	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
		applicable on a pro-rata basis.  27.08 – Transit Subsidy is not applicable.	27.08 – Transit Subsidy is not applicable.	27.08 – Transit Subsidy is not applicable.	applicable on a pro-rata basis.  27.08 – Transit Subsidy is not applicable.	27.08 – Transit Subsidy is not applicable.
*Art. 28 – Salary Administration	<p>1) <u>Shift Differential</u></p> <p>A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, she/he shall be paid a responsibility</p>	<p>1) <u>Shift Differential</u></p> <p>A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, she/he shall be paid a responsibility</p>	<p>1) <u>Shift Differential</u></p> <p>A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, she/he shall be paid a responsibility</p>	<p>1) <u>Shift Differential</u></p> <p>A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, she/he shall be paid a responsibility</p>	<p>1) <u>Shift Differential</u></p> <p>A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, she/he shall be paid a responsibility</p>	<p>1) <u>Shift Differential</u></p> <p>A nurse shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 1500 hours and 0700 hours provided such nurse has been scheduled to work the evening or night shift.</p> <p>2) <u>Responsibility Allowance</u></p> <p>When a registered nurse is designated as the Facility Charge Nurse, she/he shall be paid a responsibility</p>

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
	<p>allowance of one dollar and seventy-five cents (\$1.75) per hour in addition to her/his regular salary and shift differential.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non-assignment of any additional staff to the unit, she/he shall be paid a replacement allowance in the amount of one dollar and fifty cents (\$1.50) per hour.</p>	<p>allowance of one dollar and seventy-five cents (\$1.75) per hour in addition to her/his regular salary and shift differential.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non-assignment of any additional staff to the unit, he/she shall be paid a replacement allowance in the amount of one dollar and fifty cents (\$1.50) per hour.</p> <p>4) Part-time nurses shall progress in</p>	<p>allowance of one dollar and seventy-five cents (\$1.75) per hour in addition to her/his regular salary and shift differential.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non-assignment of any additional staff to the unit, he/she shall be paid a replacement allowance in the amount of one dollar and fifty cents (\$1.50) per hour.</p>	<p>allowance of one dollar and seventy-five cents (\$1.75) per hour in addition to her/his regular salary and shift differential.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non-assignment of any additional staff to the unit, he/she shall be paid a replacement allowance in the amount of one dollar and fifty cents (\$1.50) per hour.</p>	<p>allowance of one dollar and seventy-five cents (\$1.75) per hour in addition to her/his regular salary and shift differential.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non-assignment of any additional staff to the unit, he/she shall be paid a replacement allowance in the amount of one dollar and fifty cents (\$1.50) per hour.</p> <p>4) Part-time nurses shall progress in</p>	<p>allowance of one dollar and seventy-five cents (\$1.75) per hour in addition to her/his regular salary and shift differential.</p> <p>3) <u>Replacement Allowance</u></p> <p>Where on the evening shift a registered nurse is assigned to cover more than one unit due to the absence of a regularly booked RN and the non-assignment of any additional staff to the unit, he/she shall be paid a replacement allowance in the amount of one dollar and fifty cents (\$1.50) per hour.</p> <p>4) 1,700 compensated hours equal one</p>

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>the salary scale on the basis of compensated hours (1500 hours shall continue to constitute one year for employees who were permanent part-time nurses as at April 25, 2016 and will only continue to apply for as long as the employee remains a permanent part-time or temporary part-time nurse in Long Term Care). The calculation for determining total compensated hours shall include vacation pay.</p> <p>1700 worked hours shall constitute one (1) year of service.</p> <p>5) The Employer may deny a salary increment to a part-</p>			<p>the salary scale on the basis of compensated hours (1500 hours shall continue to constitute one year for employees who were temporary part-time nurses as at April 25, 2016 and will only continue to apply for as long as the employee remains a permanent part-time or temporary part-time nurse in Long Term Care). The calculation for determining total compensated hours shall include vacation pay.</p> <p>1700 worked hours shall constitute one (1) year of service.</p> <p>5) The Employer may deny a salary increment to a part-</p>	<p>year for the purposes of salary increments. The calculation for determining total compensated hours shall include vacation pay.</p> <p>5) The Employer may deny a salary increment to a casual employee if it is satisfied that the casual employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from a casual employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the casual</p>

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>time employee if it is satisfied that the part-time employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.</p> <p>6) Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time</p>			<p>time employee if it is satisfied that the part-time employee is not performing the duties of the position assigned satisfactorily. Where the Employer intends to deny a salary increment from a part-time employee it shall, at least two (2) weeks but no more than six (6) weeks before the due date for the salary increment to the part-time employee, give the employee the reason for the denial in writing.</p> <p>6) Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the part-time</p>	<p>employee, give the employee the reason for the denial in writing.</p> <p>6) Where the Employer has denied a salary increment it may grant the salary increment on any pay period prior to the casual employee's next anniversary date and the casual employee's salary increment date shall be retained.</p> <p>7) Casual employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.</p> <p>8) A casual employee will be provided</p>

	PERMANENT FULL-TIME NURSES	PERMANENT PART-TIME NURSES	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS	TEMPORARY PART-TIME	CASUAL NURSES
	45.02 (a)	45.02 (b)	45.02 (c)	45.02 (d)	45.02 (e)	45.02 (f)
		<p>employee's next anniversary date and the part-time employee's salary increment date shall be retained.</p> <p>7) Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.</p> <p>8) A Part-time employee will be provided with a minimum of 3.5 hours pay at straight time where a scheduled shift is cancelled by the Employer within less than forty-eight (48) hours from the start time of the</p>			<p>employee's next anniversary date and the part-time employee's salary increment date shall be retained.</p> <p>7) Part-time employees, when required by the Employer to attend meetings or other functions, shall be paid their regular salary for all time spent at such functions.</p> <p>8) A Part-time employee will be provided with a minimum of 3.5 hours pay at straight time where a scheduled shift is cancelled by the Employer within less than forty-eight (48) hours from the start time of the</p>	<p>with a minimum of 3.5 hours pay at straight time where a scheduled shift is cancelled by the Employer within less than forty-eight (48) hours from the start time of the shift.</p> <p>9) A casual employee will be compensated for the hours that they were scheduled to work, up to a maximum of 3.5 hours pay at straight time, where the Employer reduces the length of their shift after the employee has reported to work.</p>

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		shift.			shift.	
Art. 29 – Leave of Absence for Institute Business	Applicable	Applicable	Applicable	Applicable	Applicable	Not Applicable
Art. 30 – Protective Footwear	Applicable	Applicable	Applicable	Applicable after twelve (12) months of continuous service in the position requiring protective footwear.	Not Applicable	Not Applicable
Art. 31 – Performance Pay	Applicable	Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 32 – Employee Performance Review	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 33 – Personnel File	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 34 – Evidence during Discipline	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 35 – Career Development	Applicable	Applicable	35.03 (a) only	35.03 (a) only	35.03 (a) only	Not Applicable
Art. 36 – Categories of employees	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 37 – Legal Protection	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 38 – Workplace Safety	Applicable	Applicable	Applicable	WSIA provisions apply	WSIA provisions apply	WSIA provisions apply

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS</b>  <b>(SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	45.02 (c)	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
and Insurance						
Art. 39 – Professional Ethics	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 40 – Alternative Work Arrangements	Applicable	Not Applicable	Applicable	Applicable	Not Applicable	Not Applicable
Art. 41 – Arbitration Respecting Interest Disputes	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 42 – Professional Fees	Applicable	Part-time permanent employees who as a condition of their employment are required to hold membership in a professional association and are required to maintain a current license or membership to legally carry out their duties to continue practicing in that profession shall be reimbursed as fifty (50) percent of the cost of such annual fees required to maintain membership in the professional association.	Applicable	Applicable	Part-time temporary employees who have worked for at least three (3) continuous months in the twelve months prior to the reimbursement and who as a condition of their employment are required to hold membership in a professional association and are required to maintain a current license or membership to legally carry out their duties to continue practicing in that profession shall be reimbursed as follows:	Not Applicable

	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)  45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
		<p>In the event that an employee has been paid for a portion of the applicable professional fee by another party, the employee must inform the City and must sign a declaration indicating the amount of the reimbursement. In this case, the City shall only reimburse the employee for the appropriate remaining amount in accordance with the above paragraph.</p>			<p>(a) Employees regularly scheduled to work less than fourteen (14) hours per week shall be reimbursed twenty-five (25) percent of the cost of such annual fees required to maintain membership in the professional association;</p> <p>(b) Employees regularly scheduled to work more than fourteen (14) up to and including 24 hours per week shall be reimbursed fifty (50) percent of the cost of such annual fees required to maintain membership in the professional</p>	



	PERMANENT FULL-TIME NURSES  45.02 (a)	PERMANENT PART-TIME NURSES  45.02 (b)	TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2) 45.02 (c)	TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS  45.02 (d)	TEMPORARY PART-TIME  45.02 (e)	CASUAL NURSES  45.02 (f)
					association.  (c) In the event that an employee has been paid for a portion of the applicable professional fee by another party, the employee must inform the City and must sign a declaration indicating the amount of the reimbursement. In this case, the City shall only reimburse the employee for the appropriate remaining amount in accordance with (a) and (b).	
Art. 43 – Occupational Health & Safety	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 44 – Military Leave	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Art. 45 – Long Term Care Homes	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Art. 46 – Ottawa	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	<b>45.02 (c)</b>	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
Paramedic Service Branch						
Article 47 – Pay Notes	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
*Article 48 – Domestic or Sexual Violence Leave	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Appendix A – Salary Schedule	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
LOU #1 – Overtime	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #2 – Call Back	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #3 – Business Portion of Automobile Insurance	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #4 – Summer Hours	Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #5 – Former Sick Leave Banks	Applicable	Not Applicable	Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #6 – Span of Control for Employees in the Ottawa Paramedic Service	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
LOU #7 – Grandfathered Entitlement – Minimum Monthly	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable

	<b>PERMANENT FULL-TIME NURSES</b>	<b>PERMANENT PART-TIME NURSES</b>	<b>TEMPORARY Full-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD IN EXCESS OF TWO (2) YEARS  (SEE NOTE 2)</b>	<b>TEMPORARY FULL-TIME CONTINUOUSLY EMPLOYED WITH THE CITY FOR PERIOD OF LESS THAN 2 YEARS</b>	<b>TEMPORARY PART-TIME</b>	<b>CASUAL NURSES</b>
	<b>45.02 (a)</b>	<b>45.02 (b)</b>	<b>45.02 (c)</b>	<b>45.02 (d)</b>	<b>45.02 (e)</b>	<b>45.02 (f)</b>
Vehicle Expenses Payment						
LOU #8 – Accommodation of Non-CIPP Members within the CIPP Bargaining Unit	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
LOU #9 – Hours of Work –Information Technology Services	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
*LOU #10 – Normal Retirement Age (NRA) for Eligible members in the Ottawa Paramedic Service	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

#### 45.03 Statutory or Declared Holiday Falling on Day Off

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

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

Or

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

Or

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

#### 45.04 Authorized Work on a Statutory or Declared Holiday

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

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

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

Or

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

Or

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

#### 45.05 Temporary Changes to Employment Status

Where the employment status of employees covered by Article 45 changes temporarily, the following will establish which provisions of the Collective Agreement are applicable:

- (a) If the temporary assignment is known at the outset to be for a period of six (6) consecutive months or less, the employee will continue to be covered by the same Collective Agreement provisions as he/she was prior to the beginning of the temporary assignment.
- (b) If the temporary assignment is known at the outset to be for a period of more than six (6) consecutive months, the provisions of the Collective Agreement applicable to the employee's new status will take effect on the first day of the temporary assignment.
- (c) If the temporary assignment was initially for six (6) consecutive months or less but is extended beyond six (6) months without interruptions, the provisions of the Collective Agreement applicable to the employee's new temporary status will take effect on the first day of the seventh month in the temporary assignment. Where applicable, the employee will be deemed to have served the waiting period provided under Article 21, Insurance Plans.
- (d) Where a temporary change of employment status has an impact on the benefit coverage received by an employee, the employee will have the option to continue receiving a % in lieu of benefits or to enroll in the benefit plan in accordance with provisions of Articles 21 and 45.
- (e) A permanent part-time employee with less than two (2) years of continuous employment with the City temporarily moving into a full-time position will be covered on an article by either the part-time provisions (45.02(b) or the full-time provisions (45.02(d)), whichever provides a superior entitlement.

#### ARTICLE 46

#### **OTTAWA PARAMEDIC SERVICE BRANCH**

All Ottawa Paramedic Service employees falling within the scope of this agreement shall be entitled to the rights, benefits and working conditions of the Collective Agreement except as modified by this article.

#### 46.01 Protective Footwear

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

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

#### 46.02 On Call

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

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

#### 46.03 Shift Premium

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

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

#### 46.04 Uniforms

- (a) All full-time employees of the Ottawa Paramedic Service Branch required by the Employer to wear a uniform shall be entitled to a uniform cleaning allowance of a maximum of \$500 annually. This entitlement shall be calculated on a prorated basis for each week actually worked by the employee and shall be paid out bi-weekly.
- (b) Uniforms are the property of the Employer and must be returned upon termination of employment. Should uniform items not be returned, the value of the unreturned items will be assessed and recovered from the employee.

#### 46.05 Reporting of Absences

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

#### 46.06 Jury and Witness Duty

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

#### 46.07 Acting Pay Entitlement

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

#### 46.08 Statutory and Designated Holidays Computation

Holiday pay will be computed in accordance with the arbitration award dated February 29, 2008 rendered by Arbitrator Pamela Picher regarding the payment of statutory holiday pay between the City of Ottawa and CUPE Local 503.

\*46.09 Statutory and Declared Holidays – Banking

Effective September 26, 2015, an employee who is scheduled and works on a statutory or declared holiday, as set out in Article 16.01, shall have the option of banking the hours earned for the statutory or declared holiday.

The banked hours may be scheduled no more than three (3) months after the statutory or declared holiday has occurred and such scheduling must follow the normal leave requesting provisions of the Ottawa Paramedic Service. Leave in lieu of statutory or declared holidays that has not been taken within the three (3) month period mentioned above shall be automatically paid out. Such payment will be at the employee's rate of pay that was in effect on the date of the statutory or declared holiday.

Effective March 26, 2018, employees who are scheduled and work statutory holidays, as set out in Article 16.01 shall be entitled on a pro-rata basis to a leave bank of ten (10) Statutory Holidays for 2018 and on a pro-rata basis to a leave bank of thirteen (13) Statutory Holidays per annum thereafter. Leave in lieu of statutory holidays must follow the normal leave requesting provisions of the Ottawa Paramedic Service.

Leave in lieu of statutory holidays that has not been taken from the previous year shall be automatically paid out on the first pay in February of the following year. Leave in lieu and payment will be at the employee's rate of pay in effect on the date that the statutory holiday was taken in lieu or paid. Employees will only be eligible to request and receive payment after the actual Statutory Holiday has passed.

If an employee, for any reason, has taken more statutory holidays than they have earned during a calendar year, recovery of the over usage will be made from the upcoming pay of the employee. In such instances the authorization for such a deduction shall be deemed to have been provided to the Employer by the employee, pursuant to the *Employment Standards Act, 2000*.

If an employee has taken more statutory leave than they have earned at the time when the employee's services are terminated for a reason other than redundancy or death, the over-payment resulting from the use of unearned statutory holidays shall be recovered from the employee by the Employer. The Employer shall be deemed to be authorized pursuant to the *Employment Standards Act, 2000* to make deductions from the employee's pay cheque in order to recover the overpayment.



## ARTICLE 47

### **PAY NOTES**

#### \*47.01 Wage Increases

- 1) Effective January 1, 2020; economic increase of 1.8%
- 2) Effective January 1, 2021; economic increase of 1.5%
- 3) Effective January 1, 2022; economic increase of 1.75%

#### 47.02 Hourly Rates

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

#### 47.03 Red Circled Employees as of December 20, 2007

During the life of the Collective Agreement employees whose salary rate exceeds the maximum of the range shall receive fifty percent (50%) of the economic increase in each calendar year.

## \*ARTICLE 48

### **DOMESTIC OR SEXUAL VIOLENCE LEAVE**

Any employee who qualifies for Domestic or Sexual Violence leave under the *Employment Standards Act, 2000* as amended from time to time, shall be eligible for up to five (5) days of paid leave, non-cumulative, per year in addition to any paid leave provided by the *Employment Standards Act, 2000* for this purpose. Entitlement, application and administration of this leave shall be done in accordance with the provisions outlined in the *Employment Standards Act, 2000*, as amended from time to time.

Signed at Ottawa, Ontario this 4<sup>th</sup> day of November, 2022.

**THE CITY OF OTTAWA**

*Jim Watson*  
Jim Watson (Nov 7, 2022 11:39 EST)

Mayor

*M. Rick O'Connor*  
M. Rick O'Connor (Nov 4, 2022 12:10 EDT)

City Clerk

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

*PSBley*

*ϕ*  
Garth Tourangeau (Nov 4, 2022 11:33 EDT)

_____	_____
_____	_____
_____	_____
_____	_____

\*APPENDIX A

**CIPP SALARY SCHEDULE**

CITY OF OTTAWA

1.75% increase

EFFECTIVE JANUARY 1, 2022

Based on 35 hours per week

		1	2	3	4	5	6
PAY GRADE 1	Annual	\$ 65,146.90	\$ 67,745.86	\$ 70,470.40	\$ 73,322.34	\$ 76,228.88	\$ 79,273.74
	Bi-weekly	\$ 2,505.65	\$ 2,605.61	\$ 2,710.40	\$ 2,820.09	\$ 2,931.88	\$ 3,048.99
	Hourly	\$ 35.795	\$ 37.223	\$ 38.720	\$ 40.287	\$ 41.884	\$ 43.557
PAY GRADE 2	Annual	\$ 69,713.28	\$ 72,494.24	\$ 75,404.42	\$ 78,452.92	\$ 81,561.48	\$ 84,824.74
	Bi-weekly	\$ 2,681.28	\$ 2,788.24	\$ 2,900.17	\$ 3,017.42	\$ 3,136.98	\$ 3,262.49
	Hourly	\$ 38.304	\$ 39.832	\$ 41.431	\$ 43.106	\$ 44.814	\$ 46.607
PAY GRADE 3	Annual	\$ 74,590.88	\$ 77,566.58	\$ 80,689.70	\$ 83,949.32	\$ 87,267.18	\$ 90,759.76
	Bi-weekly	\$ 2,868.88	\$ 2,983.33	\$ 3,103.45	\$ 3,228.82	\$ 3,356.43	\$ 3,490.76
	Hourly	\$ 40.984	\$ 42.619	\$ 44.335	\$ 46.126	\$ 47.949	\$ 49.868
PAY GRADE 4	Annual	\$ 79,810.64	\$ 82,992.00	\$ 86,328.06	\$ 89,815.18	\$ 93,378.74	\$ 97,111.56
	Bi-weekly	\$ 3,069.64	\$ 3,192.00	\$ 3,320.31	\$ 3,454.43	\$ 3,591.49	\$ 3,735.06
	Hourly	\$ 43.852	\$ 45.600	\$ 47.433	\$ 49.349	\$ 51.307	\$ 53.358
PAY GRADE 5	Annual	\$ 87,068.80	\$ 90,543.18	\$ 94,185.00	\$ 97,997.90	\$ 101,872.68	\$ 105,951.30
	Bi-weekly	\$ 3,348.80	\$ 3,482.43	\$ 3,622.50	\$ 3,769.15	\$ 3,918.18	\$ 4,075.05
	Hourly	\$ 47.840	\$ 49.749	\$ 51.750	\$ 53.845	\$ 55.974	\$ 58.215
PAY GRADE 6	Annual	\$ 95,002.18	\$ 98,789.60	\$ 102,751.74	\$ 106,914.08	\$ 111,145.58	\$ 115,591.84
	Bi-weekly	\$ 3,653.93	\$ 3,799.60	\$ 3,951.99	\$ 4,112.08	\$ 4,274.83	\$ 4,445.84
	Hourly	\$ 52.199	\$ 54.280	\$ 56.457	\$ 58.744	\$ 61.069	\$ 63.512
PAY GRADE 7	Annual	\$ 106,775.76	\$ 111,038.20	\$ 115,495.38	\$ 120,174.60	\$ 124,930.26	\$ 129,931.62
	Bi-weekly	\$ 4,106.76	\$ 4,270.70	\$ 4,442.13	\$ 4,622.10	\$ 4,805.01	\$ 4,997.37
	Hourly	\$ 58.668	\$ 61.010	\$ 63.459	\$ 66.030	\$ 68.643	\$ 71.391

Based on 37.5 hours per week

		1	2	3	4	5	6
PAY GRADE 1	Annual	\$ 69,800.25	\$ 72,584.85	\$ 75,504.00	\$ 78,559.65	\$ 81,673.80	\$ 84,936.15
	Bi-weekly	\$ 2,684.63	\$ 2,791.73	\$ 2,904.00	\$ 3,021.53	\$ 3,141.30	\$ 3,266.78
	Hourly	\$ 35.795	\$ 37.223	\$ 38.720	\$ 40.287	\$ 41.884	\$ 43.557
PAY GRADE 2	Annual	\$ 74,692.80	\$ 77,672.40	\$ 80,790.45	\$ 84,056.70	\$ 87,387.30	\$ 90,883.65
	Bi-weekly	\$ 2,872.80	\$ 2,987.40	\$ 3,107.33	\$ 3,232.95	\$ 3,361.05	\$ 3,495.53
	Hourly	\$ 38.304	\$ 39.832	\$ 41.431	\$ 43.106	\$ 44.814	\$ 46.607
PAY GRADE 3	Annual	\$ 79,918.80	\$ 83,107.05	\$ 86,453.25	\$ 89,945.70	\$ 93,500.55	\$ 97,242.60
	Bi-weekly	\$ 3,073.80	\$ 3,196.43	\$ 3,325.13	\$ 3,459.45	\$ 3,596.18	\$ 3,740.10
	Hourly	\$ 40.984	\$ 42.619	\$ 44.335	\$ 46.126	\$ 47.949	\$ 49.868
PAY GRADE 4	Annual	\$ 85,511.40	\$ 88,920.00	\$ 92,494.35	\$ 96,230.55	\$ 100,048.65	\$ 104,048.10
	Bi-weekly	\$ 3,288.90	\$ 3,420.00	\$ 3,557.48	\$ 3,701.18	\$ 3,848.03	\$ 4,001.85
	Hourly	\$ 43.852	\$ 45.600	\$ 47.433	\$ 49.349	\$ 51.307	\$ 53.358
PAY GRADE 5	Annual	\$ 93,288.00	\$ 97,010.55	\$ 100,912.50	\$ 104,997.75	\$ 109,149.30	\$ 113,519.25
	Bi-weekly	\$ 3,588.00	\$ 3,731.18	\$ 3,881.25	\$ 4,038.38	\$ 4,198.05	\$ 4,366.13
	Hourly	\$ 47.840	\$ 49.749	\$ 51.750	\$ 53.845	\$ 55.974	\$ 58.215
PAY GRADE 6	Annual	\$ 101,788.05	\$ 105,846.00	\$ 110,091.15	\$ 114,550.80	\$ 119,084.55	\$ 123,848.40
	Bi-weekly	\$ 3,914.93	\$ 4,071.00	\$ 4,234.28	\$ 4,405.80	\$ 4,580.18	\$ 4,763.40
	Hourly	\$ 52.199	\$ 54.280	\$ 56.457	\$ 58.744	\$ 61.069	\$ 63.512
PAY GRADE 7	Annual	\$ 114,402.60	\$ 118,969.50	\$ 123,745.05	\$ 128,758.50	\$ 133,853.85	\$ 139,212.45
	Bi-weekly	\$ 4,400.10	\$ 4,575.75	\$ 4,759.43	\$ 4,952.25	\$ 5,148.23	\$ 5,354.33
	Hourly	\$ 58.668	\$ 61.010	\$ 63.459	\$ 66.030	\$ 68.643	\$ 71.391

Based on 40 hours per week

		1	2	3	4	5	6
<b>PAY GRADE 1</b>	Annual	\$ 74,453.60	\$ 77,423.84	\$ 80,537.60	\$ 83,796.96	\$ 87,118.72	\$ 90,598.56
	Bi-weekly	\$ 2,863.60	\$ 2,977.84	\$ 3,097.60	\$ 3,222.96	\$ 3,350.72	\$ 3,484.56
	Hourly	\$ 35.795	\$ 37.223	\$ 38.720	\$ 40.287	\$ 41.884	\$ 43.557
<b>PAY GRADE 2</b>	Annual	\$ 79,672.32	\$ 82,850.56	\$ 86,176.48	\$ 89,660.48	\$ 93,213.12	\$ 96,942.56
	Bi-weekly	\$ 3,064.32	\$ 3,186.56	\$ 3,314.48	\$ 3,448.48	\$ 3,585.12	\$ 3,728.56
	Hourly	\$ 38.304	\$ 39.832	\$ 41.431	\$ 43.106	\$ 44.814	\$ 46.607
<b>PAY GRADE 3</b>	Annual	\$ 85,246.72	\$ 88,647.52	\$ 92,216.80	\$ 95,942.08	\$ 99,733.92	\$ 103,725.44
	Bi-weekly	\$ 3,278.72	\$ 3,409.52	\$ 3,546.80	\$ 3,690.08	\$ 3,835.92	\$ 3,989.44
	Hourly	\$ 40.984	\$ 42.619	\$ 44.335	\$ 46.126	\$ 47.949	\$ 49.868
<b>PAY GRADE 4</b>	Annual	\$ 91,212.16	\$ 94,848.00	\$ 98,660.64	\$ 102,645.92	\$ 106,718.56	\$ 110,984.64
	Bi-weekly	\$ 3,508.16	\$ 3,648.00	\$ 3,794.64	\$ 3,947.92	\$ 4,104.56	\$ 4,268.64
	Hourly	\$ 43.852	\$ 45.600	\$ 47.433	\$ 49.349	\$ 51.307	\$ 53.358
<b>PAY GRADE 5</b>	Annual	\$ 99,507.20	\$ 103,477.92	\$ 107,640.00	\$ 111,997.60	\$ 116,425.92	\$ 121,087.20
	Bi-weekly	\$ 3,827.20	\$ 3,979.92	\$ 4,140.00	\$ 4,307.60	\$ 4,477.92	\$ 4,657.20
	Hourly	\$ 47.840	\$ 49.749	\$ 51.750	\$ 53.845	\$ 55.974	\$ 58.215
<b>PAY GRADE 6</b>	Annual	\$ 108,573.92	\$ 112,902.40	\$ 117,430.56	\$ 122,187.52	\$ 127,023.52	\$ 132,104.96
	Bi-weekly	\$ 4,175.92	\$ 4,342.40	\$ 4,516.56	\$ 4,699.52	\$ 4,885.52	\$ 5,080.96
	Hourly	\$ 52.199	\$ 54.280	\$ 56.457	\$ 58.744	\$ 61.069	\$ 63.512
<b>PAY GRADE 7</b>	Annual	\$ 122,029.44	\$ 126,900.80	\$ 131,994.72	\$ 137,342.40	\$ 142,777.44	\$ 148,493.28
	Bi-weekly	\$ 4,693.44	\$ 4,880.80	\$ 5,076.72	\$ 5,282.40	\$ 5,491.44	\$ 5,711.28
	Hourly	\$ 58.668	\$ 61.010	\$ 63.459	\$ 66.030	\$ 68.643	\$ 71.391

Based on 42 hours per week

		1	2	3	4	5	6
<b>PAY GRADE 1</b>	Annual	\$ 78,176.28	\$ 81,295.03	\$ 84,564.48	\$ 87,986.81	\$ 91,474.66	\$ 95,128.49
	Bi-weekly	\$ 3,006.78	\$ 3,126.73	\$ 3,252.48	\$ 3,384.11	\$ 3,518.26	\$ 3,658.79
	Hourly	\$ 35.795	\$ 37.223	\$ 38.720	\$ 40.287	\$ 41.884	\$ 43.557
<b>PAY GRADE 2</b>	Annual	\$ 83,655.94	\$ 86,993.09	\$ 90,485.30	\$ 94,143.50	\$ 97,873.78	\$ 101,789.69
	Bi-weekly	\$ 3,217.54	\$ 3,345.89	\$ 3,480.20	\$ 3,620.90	\$ 3,764.38	\$ 3,914.99
	Hourly	\$ 38.304	\$ 39.832	\$ 41.431	\$ 43.106	\$ 44.814	\$ 46.607
<b>PAY GRADE 3</b>	Annual	\$ 89,509.06	\$ 93,079.90	\$ 96,827.64	\$ 100,739.18	\$ 104,720.62	\$ 108,911.71
	Bi-weekly	\$ 3,442.66	\$ 3,580.00	\$ 3,724.14	\$ 3,874.58	\$ 4,027.72	\$ 4,188.91
	Hourly	\$ 40.984	\$ 42.619	\$ 44.335	\$ 46.126	\$ 47.949	\$ 49.868
<b>PAY GRADE 4</b>	Annual	\$ 95,772.77	\$ 99,590.40	\$ 103,593.67	\$ 107,778.22	\$ 112,054.49	\$ 116,533.87
	Bi-weekly	\$ 3,683.57	\$ 3,830.40	\$ 3,984.37	\$ 4,145.32	\$ 4,309.79	\$ 4,482.07
	Hourly	\$ 43.852	\$ 45.600	\$ 47.433	\$ 49.349	\$ 51.307	\$ 53.358
<b>PAY GRADE 5</b>	Annual	\$ 104,482.56	\$ 108,651.82	\$ 113,022.00	\$ 117,597.48	\$ 122,247.22	\$ 127,141.56
	Bi-weekly	\$ 4,018.56	\$ 4,178.92	\$ 4,347.00	\$ 4,522.98	\$ 4,701.82	\$ 4,890.06
	Hourly	\$ 47.840	\$ 49.749	\$ 51.750	\$ 53.845	\$ 55.974	\$ 58.215
<b>PAY GRADE 6</b>	Annual	\$ 114,002.62	\$ 118,547.52	\$ 123,302.09	\$ 128,296.90	\$ 133,374.70	\$ 138,710.21
	Bi-weekly	\$ 4,384.72	\$ 4,559.52	\$ 4,742.39	\$ 4,934.50	\$ 5,129.80	\$ 5,335.01
	Hourly	\$ 52.199	\$ 54.280	\$ 56.457	\$ 58.744	\$ 61.069	\$ 63.512
<b>PAY GRADE 7</b>	Annual	\$ 128,130.91	\$ 133,245.84	\$ 138,594.46	\$ 144,209.52	\$ 149,916.31	\$ 155,917.94
	Bi-weekly	\$ 4,928.11	\$ 5,124.84	\$ 5,330.56	\$ 5,546.52	\$ 5,766.01	\$ 5,996.84
	Hourly	\$ 58.668	\$ 61.010	\$ 63.459	\$ 66.030	\$ 68.643	\$ 71.391

**CITY OF OTTAWA**  
**1.50% increase**  
**EFFECTIVE JANUARY 1, 2021**

Based on 35 hours per week

		1	2	3	4	5	6
<b>PAY GRADE 1</b>	Annual	\$ 64,025.78	\$ 66,581.06	\$ 69,258.28	\$ 72,061.08	\$ 74,918.48	\$ 77,910.56
	Bi-weekly	\$ 2,462.53	\$ 2,560.81	\$ 2,663.78	\$ 2,771.58	\$ 2,881.48	\$ 2,996.56
	Hourly	\$ 35.179	\$ 36.583	\$ 38.054	\$ 39.594	\$ 41.164	\$ 42.808
<b>PAY GRADE 2</b>	Annual	\$ 68,513.90	\$ 71,247.54	\$ 74,106.76	\$ 77,104.30	\$ 80,158.26	\$ 83,365.10
	Bi-weekly	\$ 2,635.15	\$ 2,740.29	\$ 2,850.26	\$ 2,965.55	\$ 3,083.01	\$ 3,206.35
	Hourly	\$ 37.645	\$ 39.147	\$ 40.718	\$ 42.365	\$ 44.043	\$ 45.805
<b>PAY GRADE 3</b>	Annual	\$ 73,307.78	\$ 76,232.52	\$ 79,301.04	\$ 82,506.06	\$ 85,765.68	\$ 89,198.20
	Bi-weekly	\$ 2,819.53	\$ 2,932.02	\$ 3,050.04	\$ 3,173.31	\$ 3,298.68	\$ 3,430.70
	Hourly	\$ 40.279	\$ 41.886	\$ 43.572	\$ 45.333	\$ 47.124	\$ 49.010
<b>PAY GRADE 4</b>	Annual	\$ 78,438.36	\$ 81,565.12	\$ 84,842.94	\$ 88,270.00	\$ 91,773.50	\$ 95,440.80
	Bi-weekly	\$ 3,016.86	\$ 3,137.12	\$ 3,263.19	\$ 3,395.00	\$ 3,529.75	\$ 3,670.80
	Hourly	\$ 43.098	\$ 44.816	\$ 46.617	\$ 48.500	\$ 50.425	\$ 52.440
<b>PAY GRADE 5</b>	Annual	\$ 85,570.94	\$ 88,985.26	\$ 92,565.20	\$ 96,312.58	\$ 100,120.02	\$ 104,129.48
	Bi-weekly	\$ 3,291.19	\$ 3,422.51	\$ 3,560.20	\$ 3,704.33	\$ 3,850.77	\$ 4,004.98
	Hourly	\$ 47.017	\$ 48.893	\$ 50.860	\$ 52.919	\$ 55.011	\$ 57.214
<b>PAY GRADE 6</b>	Annual	\$ 93,367.82	\$ 97,089.72	\$ 100,984.52	\$ 105,075.88	\$ 109,234.58	\$ 113,604.40
	Bi-weekly	\$ 3,591.07	\$ 3,734.22	\$ 3,884.02	\$ 4,041.38	\$ 4,201.33	\$ 4,369.40
	Hourly	\$ 51.301	\$ 53.346	\$ 55.486	\$ 57.734	\$ 60.019	\$ 62.420
<b>PAY GRADE 7</b>	Annual	\$ 104,939.38	\$ 109,129.02	\$ 113,509.76	\$ 118,107.08	\$ 122,780.84	\$ 127,696.66
	Bi-weekly	\$ 4,036.13	\$ 4,197.27	\$ 4,365.76	\$ 4,542.58	\$ 4,722.34	\$ 4,911.41
	Hourly	\$ 57.659	\$ 59.961	\$ 62.368	\$ 64.894	\$ 67.462	\$ 70.163

Based on 37.5 hours per week

		1	2	3	4	5	6
<b>PAY GRADE 1</b>	Annual	\$ 68,599.05	\$ 71,336.85	\$ 74,205.30	\$ 77,208.30	\$ 80,269.80	\$ 83,475.60
	Bi-weekly	\$ 2,638.43	\$ 2,743.73	\$ 2,854.05	\$ 2,969.55	\$ 3,087.30	\$ 3,210.60
	Hourly	\$ 35.179	\$ 36.583	\$ 38.054	\$ 39.594	\$ 41.164	\$ 42.808
<b>PAY GRADE 2</b>	Annual	\$ 73,407.75	\$ 76,336.65	\$ 79,400.10	\$ 82,611.75	\$ 85,883.85	\$ 89,319.75
	Bi-weekly	\$ 2,823.38	\$ 2,936.03	\$ 3,053.85	\$ 3,177.38	\$ 3,303.23	\$ 3,435.38
	Hourly	\$ 37.645	\$ 39.147	\$ 40.718	\$ 42.365	\$ 44.043	\$ 45.805
<b>PAY GRADE 3</b>	Annual	\$ 78,544.05	\$ 81,677.70	\$ 84,965.40	\$ 88,399.35	\$ 91,891.80	\$ 95,569.50
	Bi-weekly	\$ 3,020.93	\$ 3,141.45	\$ 3,267.90	\$ 3,399.98	\$ 3,534.30	\$ 3,675.75
	Hourly	\$ 40.279	\$ 41.886	\$ 43.572	\$ 45.333	\$ 47.124	\$ 49.010
<b>PAY GRADE 4</b>	Annual	\$ 84,041.10	\$ 87,391.20	\$ 90,903.15	\$ 94,575.00	\$ 98,328.75	\$ 102,258.00
	Bi-weekly	\$ 3,232.35	\$ 3,361.20	\$ 3,496.28	\$ 3,637.50	\$ 3,781.88	\$ 3,933.00
	Hourly	\$ 43.098	\$ 44.816	\$ 46.617	\$ 48.500	\$ 50.425	\$ 52.440
<b>PAY GRADE 5</b>	Annual	\$ 91,683.15	\$ 95,341.35	\$ 99,177.00	\$ 103,192.05	\$ 107,271.45	\$ 111,567.30
	Bi-weekly	\$ 3,526.28	\$ 3,666.98	\$ 3,814.50	\$ 3,968.93	\$ 4,125.83	\$ 4,291.05
	Hourly	\$ 47.017	\$ 48.893	\$ 50.860	\$ 52.919	\$ 55.011	\$ 57.214
<b>PAY GRADE 6</b>	Annual	\$ 100,036.95	\$ 104,024.70	\$ 108,197.70	\$ 112,581.30	\$ 117,037.05	\$ 121,719.00
	Bi-weekly	\$ 3,847.58	\$ 4,000.95	\$ 4,161.45	\$ 4,330.05	\$ 4,501.43	\$ 4,681.50
	Hourly	\$ 51.301	\$ 53.346	\$ 55.486	\$ 57.734	\$ 60.019	\$ 62.420
<b>PAY GRADE 7</b>	Annual	\$ 112,435.05	\$ 116,923.95	\$ 121,617.60	\$ 126,543.30	\$ 131,550.90	\$ 136,817.85
	Bi-weekly	\$ 4,324.43	\$ 4,497.08	\$ 4,677.60	\$ 4,867.05	\$ 5,059.65	\$ 5,262.23
	Hourly	\$ 57.659	\$ 59.961	\$ 62.368	\$ 64.894	\$ 67.462	\$ 70.163

Based on 40 hours per week

		1	2	3	4	5	6
PAY GRADE 1	Annual	\$ 73,172.32	\$ 76,092.64	\$ 79,152.32	\$ 82,355.52	\$ 85,621.12	\$ 89,040.64
	Bi-weekly	\$ 2,814.32	\$ 2,926.64	\$ 3,044.32	\$ 3,167.52	\$ 3,293.12	\$ 3,424.64
	Hourly	\$ 35.179	\$ 36.583	\$ 38.054	\$ 39.594	\$ 41.164	\$ 42.808
PAY GRADE 2	Annual	\$ 78,301.60	\$ 81,425.76	\$ 84,693.44	\$ 88,119.20	\$ 91,609.44	\$ 95,274.40
	Bi-weekly	\$ 3,011.60	\$ 3,131.76	\$ 3,257.44	\$ 3,389.20	\$ 3,523.44	\$ 3,664.40
	Hourly	\$ 37.645	\$ 39.147	\$ 40.718	\$ 42.365	\$ 44.043	\$ 45.805
PAY GRADE 3	Annual	\$ 83,780.32	\$ 87,122.88	\$ 90,629.76	\$ 94,292.64	\$ 98,017.92	\$ 101,940.80
	Bi-weekly	\$ 3,222.32	\$ 3,350.88	\$ 3,485.76	\$ 3,626.64	\$ 3,769.92	\$ 3,920.80
	Hourly	\$ 40.279	\$ 41.886	\$ 43.572	\$ 45.333	\$ 47.124	\$ 49.010
PAY GRADE 4	Annual	\$ 89,643.84	\$ 93,217.28	\$ 96,963.36	\$ 100,880.00	\$ 104,884.00	\$ 109,075.20
	Bi-weekly	\$ 3,447.84	\$ 3,585.28	\$ 3,729.36	\$ 3,880.00	\$ 4,034.00	\$ 4,195.20
	Hourly	\$ 43.098	\$ 44.816	\$ 46.617	\$ 48.500	\$ 50.425	\$ 52.440
PAY GRADE 5	Annual	\$ 97,795.36	\$ 101,697.44	\$ 105,788.80	\$ 110,071.52	\$ 114,422.88	\$ 119,005.12
	Bi-weekly	\$ 3,761.36	\$ 3,911.44	\$ 4,068.80	\$ 4,233.52	\$ 4,400.88	\$ 4,577.12
	Hourly	\$ 47.017	\$ 48.893	\$ 50.860	\$ 52.919	\$ 55.011	\$ 57.214
PAY GRADE 6	Annual	\$ 106,706.08	\$ 110,959.68	\$ 115,410.88	\$ 120,086.72	\$ 124,839.52	\$ 129,833.60
	Bi-weekly	\$ 4,104.08	\$ 4,267.68	\$ 4,438.88	\$ 4,618.72	\$ 4,801.52	\$ 4,993.60
	Hourly	\$ 51.301	\$ 53.346	\$ 55.486	\$ 57.734	\$ 60.019	\$ 62.420
PAY GRADE 7	Annual	\$ 119,930.72	\$ 124,718.88	\$ 129,725.44	\$ 134,979.52	\$ 140,320.96	\$ 145,939.04
	Bi-weekly	\$ 4,612.72	\$ 4,796.88	\$ 4,989.44	\$ 5,191.52	\$ 5,396.96	\$ 5,613.04
	Hourly	\$ 57.659	\$ 59.961	\$ 62.368	\$ 64.894	\$ 67.462	\$ 70.163

Based on 42 hours per week

		1	2	3	4	5	6
PAY GRADE 1	Annual	\$ 76,830.94	\$ 79,897.27	\$ 83,109.94	\$ 86,473.30	\$ 89,902.18	\$ 93,492.67
	Bi-weekly	\$ 2,955.04	\$ 3,072.97	\$ 3,196.54	\$ 3,325.90	\$ 3,457.78	\$ 3,595.87
	Hourly	\$ 35.179	\$ 36.583	\$ 38.054	\$ 39.594	\$ 41.164	\$ 42.808
PAY GRADE 2	Annual	\$ 82,216.68	\$ 85,497.05	\$ 88,928.11	\$ 92,525.16	\$ 96,189.91	\$ 100,038.12
	Bi-weekly	\$ 3,162.18	\$ 3,288.35	\$ 3,420.31	\$ 3,558.66	\$ 3,699.61	\$ 3,847.62
	Hourly	\$ 37.645	\$ 39.147	\$ 40.718	\$ 42.365	\$ 44.043	\$ 45.805
PAY GRADE 3	Annual	\$ 87,969.34	\$ 91,479.02	\$ 95,161.25	\$ 99,007.27	\$ 102,918.82	\$ 107,037.84
	Bi-weekly	\$ 3,383.44	\$ 3,518.42	\$ 3,660.05	\$ 3,807.97	\$ 3,958.42	\$ 4,116.84
	Hourly	\$ 40.279	\$ 41.886	\$ 43.572	\$ 45.333	\$ 47.124	\$ 49.010
PAY GRADE 4	Annual	\$ 94,126.03	\$ 97,878.14	\$ 101,811.53	\$ 105,924.00	\$ 110,128.20	\$ 114,528.96
	Bi-weekly	\$ 3,620.23	\$ 3,764.54	\$ 3,915.83	\$ 4,074.00	\$ 4,235.70	\$ 4,404.96
	Hourly	\$ 43.098	\$ 44.816	\$ 46.617	\$ 48.500	\$ 50.425	\$ 52.440
PAY GRADE 5	Annual	\$ 102,685.13	\$ 106,782.31	\$ 111,078.24	\$ 115,575.10	\$ 120,144.02	\$ 124,955.38
	Bi-weekly	\$ 3,949.43	\$ 4,107.01	\$ 4,272.24	\$ 4,445.20	\$ 4,620.92	\$ 4,805.98
	Hourly	\$ 47.017	\$ 48.893	\$ 50.860	\$ 52.919	\$ 55.011	\$ 57.214
PAY GRADE 6	Annual	\$ 112,041.38	\$ 116,507.66	\$ 121,181.42	\$ 126,091.06	\$ 131,081.50	\$ 136,325.28
	Bi-weekly	\$ 4,309.28	\$ 4,481.06	\$ 4,660.82	\$ 4,849.66	\$ 5,041.60	\$ 5,243.28
	Hourly	\$ 51.301	\$ 53.346	\$ 55.486	\$ 57.734	\$ 60.019	\$ 62.420
PAY GRADE 7	Annual	\$ 125,927.26	\$ 130,954.82	\$ 136,211.71	\$ 141,728.50	\$ 147,337.01	\$ 153,235.99
	Bi-weekly	\$ 4,843.36	\$ 5,036.72	\$ 5,238.91	\$ 5,451.10	\$ 5,666.81	\$ 5,893.69
	Hourly	\$ 57.659	\$ 59.961	\$ 62.368	\$ 64.894	\$ 67.462	\$ 70.163

**CITY OF OTTAWA**  
**1.80% increase**  
**EFFECTIVE JANUARY 1, 2020**

**Based on 35 hours per week**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>PAY GRADE 1</b>	Annual	\$ 63,079.38	\$ 65,596.44	\$ 68,235.44	\$ 70,996.38	\$ 73,811.92	\$ 76,758.50
	Bi-weekly	\$ 2,426.13	\$ 2,522.94	\$ 2,624.44	\$ 2,730.63	\$ 2,838.92	\$ 2,952.25
	Hourly	\$ 34.659	\$ 36.042	\$ 37.492	\$ 39.009	\$ 40.556	\$ 42.175
<b>PAY GRADE 2</b>	Annual	\$ 67,501.98	\$ 70,193.76	\$ 73,011.12	\$ 75,964.98	\$ 78,973.44	\$ 82,132.96
	Bi-weekly	\$ 2,596.23	\$ 2,699.76	\$ 2,808.12	\$ 2,921.73	\$ 3,037.44	\$ 3,158.96
	Hourly	\$ 37.089	\$ 38.568	\$ 40.116	\$ 41.739	\$ 43.392	\$ 45.128
<b>PAY GRADE 3</b>	Annual	\$ 72,224.88	\$ 75,105.94	\$ 78,128.96	\$ 81,286.66	\$ 84,498.96	\$ 87,880.52
	Bi-weekly	\$ 2,777.88	\$ 2,888.69	\$ 3,004.96	\$ 3,126.41	\$ 3,249.96	\$ 3,380.02
	Hourly	\$ 39.684	\$ 41.267	\$ 42.928	\$ 44.663	\$ 46.428	\$ 48.286
<b>PAY GRADE 4</b>	Annual	\$ 77,279.02	\$ 80,360.28	\$ 83,588.96	\$ 86,965.06	\$ 90,417.60	\$ 94,030.30
	Bi-weekly	\$ 2,972.27	\$ 3,090.78	\$ 3,214.96	\$ 3,344.81	\$ 3,477.60	\$ 3,616.55
	Hourly	\$ 42.461	\$ 44.154	\$ 45.928	\$ 47.783	\$ 49.680	\$ 51.665
<b>PAY GRADE 5</b>	Annual	\$ 84,306.04	\$ 87,669.40	\$ 91,196.56	\$ 94,889.34	\$ 98,640.36	\$ 102,589.76
	Bi-weekly	\$ 3,242.54	\$ 3,371.90	\$ 3,507.56	\$ 3,649.59	\$ 3,793.86	\$ 3,945.76
	Hourly	\$ 46.322	\$ 48.170	\$ 50.108	\$ 52.137	\$ 54.198	\$ 56.368
<b>PAY GRADE 6</b>	Annual	\$ 91,988.26	\$ 95,655.56	\$ 99,492.12	\$ 103,523.42	\$ 107,620.24	\$ 111,926.36
	Bi-weekly	\$ 3,538.01	\$ 3,679.06	\$ 3,826.62	\$ 3,981.67	\$ 4,139.24	\$ 4,304.86
	Hourly	\$ 50.543	\$ 52.558	\$ 54.666	\$ 56.881	\$ 59.132	\$ 61.498
<b>PAY GRADE 7</b>	Annual	\$ 103,388.74	\$ 107,516.50	\$ 111,831.72	\$ 116,361.70	\$ 120,966.30	\$ 125,809.32
	Bi-weekly	\$ 3,976.49	\$ 4,135.25	\$ 4,301.22	\$ 4,475.45	\$ 4,652.55	\$ 4,838.82
	Hourly	\$ 56.807	\$ 59.075	\$ 61.446	\$ 63.935	\$ 66.465	\$ 69.126

**Based on 37.5 hours per week**

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>PAY GRADE 1</b>	Annual	\$ 67,585.05	\$ 70,281.90	\$ 73,109.40	\$ 76,067.55	\$ 79,084.20	\$ 82,241.25
	Bi-weekly	\$ 2,599.43	\$ 2,703.15	\$ 2,811.90	\$ 2,925.68	\$ 3,041.70	\$ 3,163.13
	Hourly	\$ 34.659	\$ 36.042	\$ 37.492	\$ 39.009	\$ 40.556	\$ 42.175
<b>PAY GRADE 2</b>	Annual	\$ 72,323.55	\$ 75,207.60	\$ 78,226.20	\$ 81,391.05	\$ 84,614.40	\$ 87,999.60
	Bi-weekly	\$ 2,781.68	\$ 2,892.60	\$ 3,008.70	\$ 3,130.43	\$ 3,254.40	\$ 3,384.60
	Hourly	\$ 37.089	\$ 38.568	\$ 40.116	\$ 41.739	\$ 43.392	\$ 45.128
<b>PAY GRADE 3</b>	Annual	\$ 77,383.80	\$ 80,470.65	\$ 83,709.60	\$ 87,092.85	\$ 90,534.60	\$ 94,157.70
	Bi-weekly	\$ 2,976.30	\$ 3,095.03	\$ 3,219.60	\$ 3,349.73	\$ 3,482.10	\$ 3,621.45
	Hourly	\$ 39.684	\$ 41.267	\$ 42.928	\$ 44.663	\$ 46.428	\$ 48.286
<b>PAY GRADE 4</b>	Annual	\$ 82,798.95	\$ 86,100.30	\$ 89,559.60	\$ 93,176.85	\$ 96,876.00	\$ 100,746.75
	Bi-weekly	\$ 3,184.58	\$ 3,311.55	\$ 3,444.60	\$ 3,583.73	\$ 3,726.00	\$ 3,874.88
	Hourly	\$ 42.461	\$ 44.154	\$ 45.928	\$ 47.783	\$ 49.680	\$ 51.665
<b>PAY GRADE 5</b>	Annual	\$ 90,327.90	\$ 93,931.50	\$ 97,710.60	\$ 101,667.15	\$ 105,686.10	\$ 109,917.60
	Bi-weekly	\$ 3,474.15	\$ 3,612.75	\$ 3,758.10	\$ 3,910.28	\$ 4,064.85	\$ 4,227.60
	Hourly	\$ 46.322	\$ 48.170	\$ 50.108	\$ 52.137	\$ 54.198	\$ 56.368
<b>PAY GRADE 6</b>	Annual	\$ 98,558.85	\$ 102,488.10	\$ 106,598.70	\$ 110,917.95	\$ 115,307.40	\$ 119,921.10
	Bi-weekly	\$ 3,790.73	\$ 3,941.85	\$ 4,099.95	\$ 4,266.08	\$ 4,434.90	\$ 4,612.35
	Hourly	\$ 50.543	\$ 52.558	\$ 54.666	\$ 56.881	\$ 59.132	\$ 61.498
<b>PAY GRADE 7</b>	Annual	\$ 110,773.65	\$ 115,196.25	\$ 119,819.70	\$ 124,673.25	\$ 129,606.75	\$ 134,795.70
	Bi-weekly	\$ 4,260.53	\$ 4,430.63	\$ 4,608.45	\$ 4,795.13	\$ 4,984.88	\$ 5,184.45
	Hourly	\$ 56.807	\$ 59.075	\$ 61.446	\$ 63.935	\$ 66.465	\$ 69.126

Based on 40 hours per week

		1	2	3	4	5	6
<b>PAY GRADE 1</b>	Annual	\$ 72,090.72	\$ 74,967.36	\$ 77,983.36	\$ 81,138.72	\$ 84,356.48	\$ 87,724.00
	Bi-weekly	\$ 2,772.72	\$ 2,883.36	\$ 2,999.36	\$ 3,120.72	\$ 3,244.48	\$ 3,374.00
	Hourly	\$ 34.659	\$ 36.042	\$ 37.492	\$ 39.009	\$ 40.556	\$ 42.175
<b>PAY GRADE 2</b>	Annual	\$ 77,145.12	\$ 80,221.44	\$ 83,441.28	\$ 86,817.12	\$ 90,255.36	\$ 93,866.24
	Bi-weekly	\$ 2,967.12	\$ 3,085.44	\$ 3,209.28	\$ 3,339.12	\$ 3,471.36	\$ 3,610.24
	Hourly	\$ 37.089	\$ 38.568	\$ 40.116	\$ 41.739	\$ 43.392	\$ 45.128
<b>PAY GRADE 3</b>	Annual	\$ 82,542.72	\$ 85,835.36	\$ 89,290.24	\$ 92,899.04	\$ 96,570.24	\$ 100,434.88
	Bi-weekly	\$ 3,174.72	\$ 3,301.36	\$ 3,434.24	\$ 3,573.04	\$ 3,714.24	\$ 3,862.88
	Hourly	\$ 39.684	\$ 41.267	\$ 42.928	\$ 44.663	\$ 46.428	\$ 48.286
<b>PAY GRADE 4</b>	Annual	\$ 88,318.88	\$ 91,840.32	\$ 95,530.24	\$ 99,388.64	\$ 103,334.40	\$ 107,463.20
	Bi-weekly	\$ 3,396.88	\$ 3,532.32	\$ 3,674.24	\$ 3,822.64	\$ 3,974.40	\$ 4,133.20
	Hourly	\$ 42.461	\$ 44.154	\$ 45.928	\$ 47.783	\$ 49.680	\$ 51.665
<b>PAY GRADE 5</b>	Annual	\$ 96,349.76	\$ 100,193.60	\$ 104,224.64	\$ 108,444.96	\$ 112,731.84	\$ 117,245.44
	Bi-weekly	\$ 3,705.76	\$ 3,853.60	\$ 4,008.64	\$ 4,170.96	\$ 4,335.84	\$ 4,509.44
	Hourly	\$ 46.322	\$ 48.170	\$ 50.108	\$ 52.137	\$ 54.198	\$ 56.368
<b>PAY GRADE 6</b>	Annual	\$ 105,129.44	\$ 109,320.64	\$ 113,705.28	\$ 118,312.48	\$ 122,994.56	\$ 127,915.84
	Bi-weekly	\$ 4,043.44	\$ 4,204.64	\$ 4,373.28	\$ 4,550.48	\$ 4,730.56	\$ 4,919.84
	Hourly	\$ 50.543	\$ 52.558	\$ 54.666	\$ 56.881	\$ 59.132	\$ 61.498
<b>PAY GRADE 7</b>	Annual	\$ 118,158.56	\$ 122,876.00	\$ 127,807.68	\$ 132,984.80	\$ 138,247.20	\$ 143,782.08
	Bi-weekly	\$ 4,544.56	\$ 4,726.00	\$ 4,915.68	\$ 5,114.80	\$ 5,317.20	\$ 5,530.08
	Hourly	\$ 56.807	\$ 59.075	\$ 61.446	\$ 63.935	\$ 66.465	\$ 69.126

Based on 42 hours per week

		1	2	3	4	5	6
<b>PAY GRADE 1</b>	Annual	\$ 75,695.26	\$ 78,715.73	\$ 81,882.53	\$ 85,195.66	\$ 88,574.30	\$ 92,110.20
	Bi-weekly	\$ 2,911.36	\$ 3,027.53	\$ 3,149.33	\$ 3,276.76	\$ 3,406.70	\$ 3,542.70
	Hourly	\$ 34.659	\$ 36.042	\$ 37.492	\$ 39.009	\$ 40.556	\$ 42.175
<b>PAY GRADE 2</b>	Annual	\$ 81,002.38	\$ 84,232.51	\$ 87,613.34	\$ 91,157.98	\$ 94,768.13	\$ 98,559.55
	Bi-weekly	\$ 3,115.48	\$ 3,239.71	\$ 3,369.74	\$ 3,506.08	\$ 3,644.93	\$ 3,790.75
	Hourly	\$ 37.089	\$ 38.568	\$ 40.116	\$ 41.739	\$ 43.392	\$ 45.128
<b>PAY GRADE 3</b>	Annual	\$ 86,669.86	\$ 90,127.13	\$ 93,754.75	\$ 97,543.99	\$ 101,398.75	\$ 105,456.62
	Bi-weekly	\$ 3,333.46	\$ 3,466.43	\$ 3,605.95	\$ 3,751.69	\$ 3,899.95	\$ 4,056.02
	Hourly	\$ 39.684	\$ 41.267	\$ 42.928	\$ 44.663	\$ 46.428	\$ 48.286
<b>PAY GRADE 4</b>	Annual	\$ 92,734.82	\$ 96,432.34	\$ 100,306.75	\$ 104,358.07	\$ 108,501.12	\$ 112,836.36
	Bi-weekly	\$ 3,566.72	\$ 3,708.94	\$ 3,857.95	\$ 4,013.77	\$ 4,173.12	\$ 4,339.86
	Hourly	\$ 42.461	\$ 44.154	\$ 45.928	\$ 47.783	\$ 49.680	\$ 51.665
<b>PAY GRADE 5</b>	Annual	\$ 101,167.25	\$ 105,203.28	\$ 109,435.87	\$ 113,867.21	\$ 118,368.43	\$ 123,107.71
	Bi-weekly	\$ 3,891.05	\$ 4,046.28	\$ 4,209.07	\$ 4,379.51	\$ 4,552.63	\$ 4,734.91
	Hourly	\$ 46.322	\$ 48.170	\$ 50.108	\$ 52.137	\$ 54.198	\$ 56.368
<b>PAY GRADE 6</b>	Annual	\$ 110,385.91	\$ 114,786.67	\$ 119,390.54	\$ 124,228.10	\$ 129,144.29	\$ 134,311.63
	Bi-weekly	\$ 4,245.61	\$ 4,414.87	\$ 4,591.94	\$ 4,778.00	\$ 4,967.09	\$ 5,165.83
	Hourly	\$ 50.543	\$ 52.558	\$ 54.666	\$ 56.881	\$ 59.132	\$ 61.498
<b>PAY GRADE 7</b>	Annual	\$ 124,066.49	\$ 129,019.80	\$ 134,198.06	\$ 139,634.04	\$ 145,159.56	\$ 150,971.18
	Bi-weekly	\$ 4,771.79	\$ 4,962.30	\$ 5,161.46	\$ 5,370.54	\$ 5,583.06	\$ 5,806.58
	Hourly	\$ 56.807	\$ 59.075	\$ 61.446	\$ 63.935	\$ 66.465	\$ 69.126



LETTER OF UNDERSTANDING #1

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Overtime**

The Parties agree that employees who were covered by the former RMOC Health Collective Agreement expired December 31, 2000 as of December 18, 2002 will continue to have overtime entitlement as noted below:

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

In the event that the provisions of the Collective Agreement provide an entitlement that is superior to the entitlement provided in this Letter of Understanding, the superior entitlement will apply and this Letter of Understanding will be deemed expired.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

\_\_\_\_\_  
For the Institute

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Call Back**

The Parties agree that employees who were covered by the former RMOC Health Collective Agreement expired on December 31, 2000 as of December 18, 2002 will continue to have call back entitlement as noted below:

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

In the event that the provisions of the Collective Agreement provide an entitlement that is superior to the entitlement provided in this Letter of Understanding, the superior entitlement will apply and this Letter of Understanding will be deemed expired.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

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For the Institute

*"original signed by Jo-Anne Delorme"*

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For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Business Portion of Automobile Insurance**

The parties agree that employees who were covered by the former RMOC Health Collective Agreement expired on December 31, 2000, as of December 18, 2002 will continue to have the business portion of automobile insurance premiums entitlement as noted below:

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

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

In the event that the provisions of the Collective Agreement provide an entitlement that is superior to the entitlement provided in this Letter of Understanding, the superior entitlement will apply and this Letter of Understanding will be deemed expired.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

\_\_\_\_\_  
For the Institute

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #4

**BETWEEN**

**THE**

**CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Summer Hours**

1. Grandparenting of Entitlement

Summers hours leave entitlement will continue to apply to all members of the bargaining unit who were benefiting from this entitlement as of December 18, 2002. Employees who were previously exempt under the CIPP and ONA Collective Agreements will continue to be exempt.

2. Summer Hours Bank

On June 1<sup>st</sup> of each year, employees entitled to summer hours will be credited a total of thirty-four (34) summer hours leave to be taken on an half-hour basis or in block(s) of hours

3. Leave on a Half-Hour Basis

Employees wishing to take their summer hours on a half-hour basis must submit their request to their Manager by May 1<sup>st</sup>. Once the request has been approved, the summer hours bank will be depleted as one block.

4. Summer Hours Period

All summer hours will normally be taken between the first week of June and the week prior to Labour Day.

During this summer hours period, employees will be required to empty their summer hours bank prior to using any annual leave credits.

5. Exceptional Circumstances

In exceptional circumstances where employees have not been able to schedule their summer hours during the above-mentioned period they will be entitled to schedule this leave prior to the end of December.

6. No Carry Over of Cash Out

Under no circumstances will a summer hours bank be carried over to the next calendar year or cashed out.

7. Scheduling

The scheduling of all summer hours leave will be done in accordance with operational requirements and must be pre-approved by management.

8. Absences During Summer Hours Period

Employees who are absent from work on unpaid leave of absences, long term disability, unauthorized leave or suspension for the entire period or partial period of summer hours shall have their summer hours entitlement pro-rated accordingly.

Should an employee have already taken more summer hours leave than their pro-rated entitlement, the Employer will deduct the missing hours from their annual leave bank.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

\_\_\_\_\_  
For the Institute

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Former Sick Leave Banks**

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

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

The Employer will provide the Union with an annual status report of all former sick leave banks referenced in paragraphs 1 and 2 above. In addition, the Employer will provide the Union with an annual status report of all active CIPP members who have entitlement to other former sick leave banks. It is understood that the information contained in these status reports is limited to employee names and total accrued bank hours.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

*"original signed by Jo-Anne Delorme"*

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For the Institute

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For the Employer

LETTER OF UNDERSTANDING #6

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Span of Control for Employees in the Ottawa Paramedic Service**

Within 60 days of the latest date of ratification, the parties shall establish a Joint Working Group (the "JWG"). The JWG will be comprised of two (2) management representatives and two (2) union representatives. The JWG will establish mutually agreed terms of reference to discuss span of control issues for employees working in the Ottawa Paramedic Service. The JWG shall meet a minimum of three (3) times during the first year and as agreed to in the terms of reference thereafter.

Renewed in Ottawa, Ontario this 21<sup>st</sup> day of April 2021.

*"original signed by Peter Engelmann"*

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Institute

\_\_\_\_\_  
For the Employer

\*LETTER OF UNDERSTANDING #7

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Grandfathered Entitlement – Minimum Monthly Vehicle Expenses Payment**

The Parties agree that employees who were covered by the Collective Agreement as of December 20, 2007 will continue to receive a minimum monthly payment of \$60.00 for their vehicle expenses for as long as they remain in the position they were occupying as of the above noted date provided that a vehicle is required and continues to be required in the performance of their duties.

This grandfathering entitlement will be suspended when an employee temporarily moves into another job or is on leave, for any reason, that is expected to last, or does last, longer than one (1) calendar month. The entitlement will be reactivated when the employee returns to his/her substantive position provided the requirement still exists as set out above.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*“original signed by Jamie Dunn”*

*“original signed by Jo-Anne Delorme”*

\_\_\_\_\_  
For the Institute

\_\_\_\_\_  
For the Employer



LETTER OF UNDERSTANDING #8

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Accommodation of Non-CIPP Members within the CIPP Bargaining Unit**

The Employer agrees to identify, in advance, its intent to accommodate a non-CIPP member within the CIPP bargaining unit.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

\_\_\_\_\_  
For the Institute

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #9

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Hours of Work –Information Technology Services**

The parties agree to meet within 60 days of the latest date of ratification to discuss amendments to the hours of work for Information Technology Services.

The parties agree to work collaboratively to find a viable solution that will meet the City's needs to expand their hours of service to meet operational requirements and client expectations. The Union's agreement will not be unreasonably withheld.

The discussions will be guided by the following parameters:

1. Hours of work of specified jobs (to be determined) to be expanded to include Saturdays and Sundays as regular days of work and expansion of daily hours of work to meet client service requirements.
2. Protection of employees currently working in Information Technology Services.
3. Rules surrounding promotions and the protected entitlements.

In the event of the inability of the parties to find a mutually agreeable solution to this issue, the matter will be resolved through an alternate dispute resolution process.

Renewed in Ottawa, Ontario this 10<sup>th</sup> day of March 2020.

*"original signed by Jamie Dunn"*

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Institute

\_\_\_\_\_  
For the Employer

\*LETTER OF UNDERSTANDING #10

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**Re: Normal Retirement Age (NRA) 60 for Eligible CIPP members in the Ottawa  
Paramedic Service**

If in the event that the City of Ottawa and CUPE 503 Inside/Outside Bargaining Unit (I/O BU) negotiate NRA 60 for Paramedics, it is agreed that NRA 60 for eligible CIPP members in the Ottawa Paramedic Service will mirror the entitlements negotiated between the City of Ottawa and CUPE I/O BU for Paramedics. Any negotiated change from NRA 65 to NRA 60 will take effect on the same date as the effective date for the CUPE 503 I/O BU. For a CIPP member in the Ottawa Paramedic Service to be eligible for NRA 60 they must hold a position (substantive owner of the position) whose requirements meet the definition of Paramedic as set out in Section 1 (4) of the *Ontario Municipal Employees Retirement System Act, 2006*, as amended from time to time.

Agreed in Ottawa, Ontario this 21<sup>st</sup> day of April 2021.

*"original signed by Peter Engelmann"*

\_\_\_\_\_  
For the Institute

*"original signed by Jo-Anne Delorme"*

\_\_\_\_\_  
For the Employer