



# **COLLECTIVE AGREEMENT**

BETWEEN

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

AND

**THE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION  
LOCAL 503**

**IN AFFILIATION WITH  
THE CANADIAN UNION OF PUBLIC EMPLOYEES**

Effective January 1, 2020 to December 31, 2021

## Table of Contents

<b>PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 1 – RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 2 – DEFINITIONS.....</b>	<b>5</b>
<b>ARTICLE 3 – RESPONSIBILITY OF THE EMPLOYER.....</b>	<b>6</b>
<b>ARTICLE 4 – RESPONSIBILITY OF THE UNION .....</b>	<b>7</b>
<b>ARTICLE 5 – UNION SECURITY AND DUES .....</b>	<b>8</b>
<b>ARTICLE 6 – LABOUR MANAGEMENT NEGOTIATIONS .....</b>	<b>8</b>
<b>ARTICLE 7 – UNION MANAGEMENT ADVISORY COMMITTEE .....</b>	<b>9</b>
<b>ARTICLE 8 – UNION REPRESENTATION .....</b>	<b>10</b>
<b>ARTICLE 9 – GRIEVANCE PROCEDURE.....</b>	<b>11</b>
<b>9.12 Union Representation at Disciplinary Meetings.....</b>	<b>12</b>
<b>ARTICLE 10 – ARBITRATION PROCEDURE .....</b>	<b>13</b>
<b>ARTICLE 11 – PROBATIONARY PERIOD .....</b>	<b>13</b>
<b>ARTICLE 12 – SENIORITY.....</b>	<b>14</b>
<b>12.06 Seniority Lists.....</b>	<b>15</b>
<b>ARTICLE 13 – PROMOTIONS AND TRANSFERS .....</b>	<b>16</b>
<b>ARTICLE 14 – HOURS OF WORK &amp; OVERTIME .....</b>	<b>18</b>
<b>14.01 Standard Hours of Work.....</b>	<b>18</b>
<b>14.06 Flexible/Compressed Work Hours/Week.....</b>	<b>19</b>
<b>14.07 Overtime Pay.....</b>	<b>20</b>
<b>14.08 Premium Pay .....</b>	<b>21</b>
<b>14.09 No Pyramiding .....</b>	<b>21</b>
<b>14.10 Shift Schedule.....</b>	<b>21</b>
<b>14.11 Part-Time Hours of Work.....</b>	<b>22</b>
<b>ARTICLE 15 – SALARIES AND WAGES.....</b>	<b>22</b>
<b>15.09 Salary Protection on Downward Reclassification.....</b>	<b>23</b>
<b>15.10 Call-Out &amp; Reporting Allowance .....</b>	<b>23</b>

15.11	Pay During Acting Assignments .....	23
<b>ARTICLE 16 – LEAVE</b> .....		<b>25</b>
16.01	Sick Leave.....	25
16.02	Vacation Leave.....	27
16.03	Designated Holidays .....	29
16.04	Pregnancy and Parental Leave .....	30
16.05	Leave of Absence for Union Business.....	30
16.06	Leave of Absence Without Pay .....	31
16.07	Jury and Witness Duty .....	31
16.08	Court Duty .....	32
16.09	Campaigning For Public Office.....	32
16.10	Education or Compassionate Leave .....	32
16.11	Citizenship Leave.....	32
16.12	Blood Donors.....	32
16.13	Time Off for Voting .....	32
16.14	Adverse Weather Conditions .....	33
16.15	Reporting Pay .....	33
16.16	Self-Funded Leave Plan.....	33
16.17	Bereavement Leave.....	34
16.18	Special Leave.....	34
16.19	Domestic or Sexual Violence Leave.....	35
16.20	Personal Day with Pay.....	35
16.21	Leave Categories Not Applicable to Part-Time Employees.....	35
<b>ARTICLE 17 – BENEFITS</b> .....		<b>36</b>
17.03	Life Insurance .....	36
17.04	Extended Health Care Benefits.....	36
17.05	Dental Plan .....	37
17.06	Health Care Spending Account .....	37
17.07	Long Term Disability Insurance Plan .....	38
17.08	OMERS .....	39

17.09	Health & Wellness Benefit .....	39
17.10	Critical Illness Insurance.....	39
<b>ARTICLE 18 – WORKPLACE SAFETY &amp; INSURANCE .....</b>		<b>39</b>
<b>ARTICLE 19 – JOB SHARING.....</b>		<b>42</b>
<b>ARTICLE 20 – MILEAGE.....</b>		<b>42</b>
<b>ARTICLE 21 – PERSONNEL FILES .....</b>		<b>43</b>
21.01	Access.....	43
21.02	Disciplinary Records .....	43
<b>ARTICLE 22 – OCCUPATIONAL HEALTH &amp; SAFETY.....</b>		<b>43</b>
<b>ARTICLE 23 – LAY OFF AND RECALL.....</b>		<b>43</b>
23.05	Seniority Rights - Layoff and Recall .....	44
<b>ARTICLE 24 – ON-CALL PROVISIONS.....</b>		<b>45</b>
24.02	On-Call Premiums .....	45
24.03	On-Call Rotation.....	45
<b>ARTICLE 25 – ORGANIZATIONAL OR TECHNOLOGICAL CHANGES.....</b>		<b>46</b>
<b>ARTICLE 26 – JOB DESCRIPTIONS AND JOB EVALUATION .....</b>		<b>48</b>
<b>ARTICLE 27 – GENERAL CONDITIONS .....</b>		<b>48</b>
27.01	Bulletin Boards.....	48
27.02	Accommodation at Work .....	49
27.03	Tools, Protective Clothing, Uniforms and Footwear .....	49
27.04	Winter Outerwear.....	49
27.05	Hepatitis B Vaccination .....	50
27.06	Clean-Up Time .....	50
27.07	Accommodating Employees with Disabilities .....	50
27.08	Change of Address .....	50
27.09	Legal Representation .....	50
27.10	Car Parking .....	51
27.11	Identification Cards .....	51
27.12	Licenses and Accreditations .....	51
27.13	Reimbursement of Expenses.....	51

<b>ARTICLE 28 – DURATION OF AGREEMENT .....</b>	<b>51</b>
<b>APPENDIX 1.....</b>	<b>53</b>
<b>LETTER OF UNDERSTANDING – STUDENTS.....</b>	<b>53</b>
<b>APPENDIX 2.....</b>	<b>54</b>
<b>SUMMER HOURS – FORMER CITY LIVING EMPLOYEES.....</b>	<b>54</b>
<b>APPENDIX 3.....</b>	<b>55</b>
<b>SALARY SCHEDULE – JOB CLASS PLACEMENT: .....</b>	<b>55</b>
<b>APPENDIX 4.....</b>	<b>56</b>
<b>MEMORANDUM OF AGREEMENT – CASUAL LABOUR POOL .....</b>	<b>56</b>
<b>APPENDIX 5.....</b>	<b>58</b>
<b>APPENDIX 6.....</b>	<b>59</b>
<b>MAINTENANCE WORKER 3 PRACTICAL TESTING .....</b>	<b>59</b>
<b>APPENDIX 7.....</b>	<b>60</b>
<b>LETTER OF UNDERSTANDING.....</b>	<b>60</b>
<b>APPENDIX 8.....</b>	<b>61</b>
<b>SHIFT SCHEDULE FOR COMMUNITY SAFETY SERVICES EMPLOYEES .....</b>	<b>61</b>
<b>APPENDIX 9.....</b>	<b>62</b>
<b>SALARY SCHEDULE ADJUSTMENTS.....</b>	<b>62</b>

<p>* Represents changes or additions to relevant article in this agreement effective January 1, 2020</p>
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## **PREAMBLE**

### Collective Agreement

between –

The Ottawa Community Housing Corporation  
(herein called “The Employer”) of the first part

and –

The Canadian Union of Public Employees and its Local 503  
(herein called “The Union”) of the second part

It is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties. It is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and its employees and to this end this Agreement is signed in good faith by the two parties. This Agreement is designed to set out clearly the rates of pay, hours of work and conditions of employment to be observed by the Employer and the Union.

## **ARTICLE 1 – RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Ottawa Community Housing Corporation, save and except the following:

- (a) Positions excluded under the *Labour Relations Act*;
- (b) Positions represented by the Civic Institute of Professional Personnel: Project Manager, Finance Officer, Systems Analyst, Business Analyst, Business Systems Analyst, Strategy and Governance Advisor, Architectural Officer, Energy and Sustainability Officer, Communications and Design Specialist, Communications and Marketing Specialist, Development Officer, Conservation and Sustainability Facilitator, Procurement Officer, Finance and Business Process Officer.
- (c) Legal Counsel.

## **\*ARTICLE 2 – DEFINITIONS**

2.01

- (a) “Employee” means a person in the bargaining unit described in Article 1.
- (b) “Probationary Employee” means one who is employed in the bargaining unit and has not acquired seniority.
- (c) “Part-Time Employee” means an employee who is regularly scheduled for twenty-four (24) hours, or less, per week. It is recognized that a part-time employee may be required from time to time in excess of twenty-four (24) hours per week to replace an employee absent from work under the terms of the Collective Agreement.
- (d) “Temporary Employee” means an employee who has been hired to replace a permanent or probationary employee while on sick leave, vacation leave, leave without pay, WSIB, in receipt of Long Term Disability benefits, parental leave, special or compassionate leave, educational leave, while seconded to a management or bargaining unit excluded position or while participating in career development.

or

With the consent of the Union a temporary employee may be hired in special, limited duration situations which arise from such things as experimental and/or special programs.

or

The hiring of temporary employees shall not derogate from the requirement to fill vacancies and new positions of a permanent nature as set out in the collective agreement.

- (e) “Continuous Service”: 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 Workplace Safety and Insurance Act and consistent with the terms of this Agreement.
- (f) “Standard Hours of Work” shall be interchangeable with “Hours of Work”.
- (g) In relation to “working hours”, “working day”, “work week”, the word “Standard” shall be interchangeable with “normal”.
- (h) In relation to rate of pay the word “normal” shall be interchangeable with the word “regular”.

## **2.02 Plural**

Wherever the singular is used in this Agreement it shall be considered as if the plural has been used wherever the context so requires.

## **ARTICLE 3 – RESPONSIBILITY OF THE EMPLOYER**

- 3.01 Subject to the provisions of this Agreement, it is the function of the Employer:
- (a) To maintain order, discipline and efficiency;
  - (b) To classify positions;
  - (c) To hire, transfer and promote;
  - (d) To suspend, discharge or otherwise discipline employees for proper cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in Article 9;
  - (e) Determine function, complement, organization and location;
  - (f) Determine assignment of work, work methods and procedures;



- 3.02 The Employer agrees not to interfere with the rights of its employees designated within the scope of this Agreement, and there shall be no discrimination, interference, restraint and coercion by the Employer, or any of its representatives against any employee because of Union Membership, or against any Union Representative because of union activity within the provisions of this Collective Agreement.
- 3.03 The Employer agrees that during the life of this Agreement and during the period of negotiation of any revisions to this Agreement, or of a new agreement including the period of arbitration, there shall be no lockout.
- 3.04 The Employer agrees that there shall be no discrimination against any person because of citizenship, race, place of origin, ethnic origin, creed, colour, ancestry, age, disability, family status, sex, marital status, political affiliation, place of residence, or sexual orientation, gender identity, gender expression or record of offences. The Employer further agrees not to discriminate in accordance with the Ontario *Human Rights Code* and the *Canadian Charter of Rights and Freedoms*.
- 3.05 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its authorized representatives and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.
- 3.06 The Employer agrees to provide the Union with public reports and recommendations to be dealt with by the Board of Directors at the same time as they are sent to the members of the Board. Should the Union not make its views known prior to the Board dealing with the report or recommendation, this shall not be construed as concurrence by the Union with the report or recommendation.
- 3.07 The Ottawa Community Housing Corporation agrees to provide the CUPE Local 503 President a copy of new or amended policies related to any matter covered by this Agreement.

#### **ARTICLE 4 – RESPONSIBILITY OF THE UNION**

- 4.01 The Union agrees that it will not intimidate or coerce employees into membership in the Union.
- 4.02 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.

- 4.03 The Union agrees that during the life of this Agreement and during the period of negotiation of any revision to this Agreement, or of any new agreement including the period of arbitration, there shall be no strike or other cessation of work.
- 4.04 The Union agrees that there shall be no discrimination against any person because of citizenship, race, place of origin, ethnic origin, creed, colour, ancestry, age, disability, family status, sex, marital status, political affiliation, place of residence, or sexual orientation, gender identity, gender expression or record of offences. The Union further agrees not to discriminate in accordance with the Ontario *Human Rights Code* and the *Canadian Charter of Rights and Freedoms*.
- 4.05 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees represented by the Union, and pledges that it, and each of its duly authorized officers and representatives and employees represented by the Union, will observe the provisions of this Agreement.

#### **ARTICLE 5 – UNION SECURITY AND DUES**

- 5.01 The Employer shall deduct from the pay cheque of present members of the Union and all future employees represented by the Union, all normal dues chargeable by the Union and shall remit the same to the Secretary- Treasurer of the Union biweekly. “Normal dues” shall not include entrance fees or special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the member’s retroactive pay cheques and remitted to the Secretary- Treasurer of the Union.
- 5.02 The Employer shall supply the Union with an alphabetical order dues check-off list on a bi-weekly basis and the list shall include the following information: name, address, employee identification number, seniority date, classification, dues paid, total payroll and length of service.
- 5.03 The Employer agrees to provide the Union, on an annual basis, the number of full-time male and female employees in the bargaining unit.

#### **ARTICLE 6 – LABOUR MANAGEMENT NEGOTIATIONS**

- 6.01 The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer’s Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.

- 6.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.
- 6.03 In the event of one party wishing to call a meeting of the Negotiating Committees the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 6.04 The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.
- 6.05 The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of three (3) days per member. Such employees shall be paid at their regular rate of pay.
- 6.06 The Employer shall grant leave-of-absence without loss of pay or benefits to members of the Union who participate in negotiations, conciliation or interest arbitration, provided that not more than three (3) employees at one time shall be permitted such leave for any one set of negotiations. The Union may request a leave-of-absence of one (1) additional member and shall reimburse the Employer for all associated costs for said member.

## **ARTICLE 7 – UNION MANAGEMENT ADVISORY COMMITTEE**

### **7.01 Statement of Purpose**

It is to the mutual benefit of both the Union and the Employer to establish and maintain a sound communicative and co-operative relationship. A Union Management Advisory Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

### **7.02 Scope**

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote understanding and agreement between the parties. However, it will not perform any of those functions which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to or modify, the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.

## **ARTICLE 8 – UNION REPRESENTATION**

- 8.01 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize as steward any employee appointed by the Union. The Union shall notify the Employer in writing of the names of such stewards at the time of their appointment. The Employer shall not be required to recognize any stewards until it has been so notified.
- 8.02
- (a) The Union recognizes that each steward is employed full-time by the Employer and that they will not leave their work during working hours to perform their duties as a steward except in accordance with this Collective Agreement.
  - (b) No steward shall leave their work to perform their duties as a steward without obtaining the permission of their immediate supervisor. Permission shall be given within an hour unless an emergency situation requires the employee to continue their work for the Employer, in which case the steward shall be permitted to immediately contact the Union office.
  - (c) When requesting permission to leave their work during working hours to perform their duties as a steward, the steward shall indicate the anticipated time of return and should it be necessary to revise the time of return, they shall notify their immediate supervisor. The steward shall report to their immediate supervisor upon their return to work.
  - (d) The Union recognizes that a steward shall not use such time away from their work except to perform their duties as a steward.
- 8.03 An employee shall have the right to have a Union Representative or Steward present at any discussion with management, security, or supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview any employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward or Union Representative to be present at the interview. The Employer may suspend the employee with pay, pending the interview.
- 8.04 In the administration of the Collective Agreement, it is recognized that the Ottawa Community Housing Corporation will have at least (4) stewards chosen from the employees of the Corporation. One steward per District entity and one representing head office, where possible.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 It is the intent of this Agreement to discuss and resolve as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- 9.02 An employee shall discuss their complaint with their immediate supervisor within seven (7) days of the occurrence giving rise to the complaint so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.
- 9.03 When an employee has presented their complaint to their supervisor and the complaint has not been resolved to their satisfaction within five (5) days of the meeting, they may file a grievance within fifteen (15) days of the receipt of their supervisor's reply to their complaint with the Division Director.
- 9.04 The Division Director or designate shall meet with the grievor and the Union Representative within ten (10) days from the day on which it was presented and shall, within ten (10) days from the meeting, render their decision in writing.
- 9.05 If the Division Director, or designate:
- (a) Fails to meet the grievor and the Union Representative, or
  - (b) Fails to render their decision to the grievor and the Union Representative within ten (10) days of the meeting, or
  - (c) The decision is not acceptable to the grievor and the Union Representative, a copy of the grievance may be forwarded to the Department Vice President within ten (10) days from the day on which the grievance was presented to the Division Director, or designate.
- 9.06 The Department Vice President or their designate shall within five (5) days after the serving of the copy of the grievance upon them, meet with the Union and the Division Director or designate of the employee's department, and shall within ten (10) days after the meeting with the Union provide a written decision with regard to the grievance.
- 9.07 In the event that the decision of the Department Vice President is not acceptable to the Union, the Union may notify the Department Vice President within ten (10) days of the receipt of the decision of the Department Vice President that it desires to submit the grievance to arbitration for final disposition in accordance with the procedure for Arbitration of Grievances contained in this Agreement.

#### 9.08 Discharge Grievance

Where the grievance relates to the discharge of an employee, the grievance procedure shall start with the Department Vice President in accordance with the provisions of Article 9.06.

#### 9.09 Policy Grievance

Where a Policy Grievance is initiated by either the Union or by the Employer, the procedure shall start with the Department Vice President in accordance with the provisions of Article 9.06.

9.10 At any stage in the grievance procedure an employee may be present and shall be represented by the Union in the presentation of a complaint or grievance.

#### 9.11 Group Grievances

A Group Grievance is defined as a single grievance signed by the authorized Labour Representative, on behalf of a group of employees whom the Union represents and who have the same complaint. Such grievances must be dealt with at successive steps of the grievance procedure as set out in this Article.

#### **9.12 Union Representation at Disciplinary Meetings**

Where a meeting is called by Management regarding a disciplinary matter, the employee involved may request the attendance of a Union Steward or alternate at the meeting.

Management will endeavour to provide reasonable notice in order that the employee can arrange for appropriate Union representation. Should the Union Stewards or alternate be unable to attend within a reasonable time frame the Employer shall contact the President of Local 503 to provide an alternative representative.

#### 9.13 Time Limits

The time limits expressed in this Article are working days and may be extended by mutual agreement between the Union and the Employer. In each case, a request to extend the time limits must be in writing stating the reasons for the request. The Employer or the Union shall reply in writing.

#### 9.14 Harassment

Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Employees are encouraged to follow the process outlined in Article 9.02 or any processes defined in relevant OCH policy and

procedures. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

- 9.15 The Union will provide a copy of any grievance correspondence to the Director, Human Resources.

#### **ARTICLE 10 – ARBITRATION PROCEDURE**

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to a single arbitrator mutually agreed upon by the parties hereto.
- 10.02 Should the parties hereto fail to agree upon a person to act as a single Arbitrator, the Minister of Labour for the Province of Ontario will be asked to appoint a person to act as a single Arbitrator.
- 10.03 The decision of the single Arbitrator shall be final and binding upon the parties hereto and any employee affected by it.
- 10.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.05 Each of the parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator.

#### **\*ARTICLE 11 – PROBATIONARY PERIOD**

- 11.01 New employees shall be on a probationary period normally not exceeding six (6) calendar months. During the probationary period, an employee may have their employment terminated without recourse to the grievance procedure, save and except where the termination is arbitrary, discriminatory, or in bad faith.
- 11.02 The Employer, may with the approval of the Union, extend the probationary period of a full-time employee as specified above for an additional three (3) months but, in all cases, the request and confirmation must be made in writing.
- 11.03 For the purpose of this article, six (6) consecutive calendar months shall be defined as being employed without a break in service for which an employee receives pay except where an employee requests and is granted leave of absence without pay for a period not exceeding one calendar month.

- 11.04 The Employer shall notify the Union of all newly hired employees and during the first week of employment, a Union Representative shall be allowed, during working hours, to meet up to a maximum of two (2) hours with a newly hired employee.
- 11.05 A temporary employee who is hired to a permanent position within the Bargaining Unit will have to serve a probationary period.
- 11.06 A part-time employee shall have a probationary period equivalent to 1,040 hours of work or twelve (12) months, whichever occurs first.
- 11.07 The Employer, may with the approval of the Union, extend the probationary period of a part-time employee as specified above for an additional six (6) months or 520 hours, whichever occurs first.
- 11.08 It is understood that all employees must complete the probationary period prior to applying for any other position within the bargaining unit, except when applying from part-time to full-time status in the same position.
- 11.09 When a probationary part-time employee is promoted to full-time status in the same position, they will be required to complete their probationary period in accordance with 11.06.

## **ARTICLE 12 – SENIORITY**

### 12.01

- a) Seniority, as referred to in this Agreement, shall mean the length of continuous service of an employee within the Bargaining Unit.
- b) Seniority shall include the following:
  - (i) Continuous service with the Ottawa-Carleton Housing Authority and the Ottawa Housing Corporation, and
  - (ii) Continuous service with the City of Ottawa, the City of Ottawa Non-Profit Housing Corporation (City Living) and the Ottawa Community Housing Corporation.

12.02 Seniority shall commence from the first day of continuous employment provided that the employee has completed the probationary period.

12.03 Seniority shall accumulate under the following circumstances:

- (a) When the employee is on the active payroll of the Employer;
- (b) When the employee is off the payroll due to an authorized lay off of twelve (12) months or less;
- (c) When the employee is off the payroll due to an accident and when the



employee is receiving compensation under the *Workplace Safety and Insurance Act* and the predecessor *Worker's Compensation Act*, and when the employee has not accepted employment with another employer;

- (d) When the employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this Agreement, except in those situations covered by a leave of absence without pay in excess of twenty (20) days.

12.04 An employee shall lose seniority when they:

- (a) Voluntarily resigns or leaves the employment of the Employer or are absent from work without authorization for a period in excess of five (5) working days, unless the employee has a reason acceptable to the Employer, in which case it shall be deemed to be a voluntary termination;
- (b) Are discharged and not reinstated;
- (c) Are off the payroll for a continuous period of more than twelve (12) months as a result of a lay off;
- (d) Fails to report to work within three (3) working days after having been notified of a recall to work following a lay off unless the employee has a reason acceptable to the Employer;
- (e) Fails to return to work upon termination of authorized leave of absence unless the employee has a reason acceptable to the Employer, such failure shall be considered as a voluntary termination.

12.05 No employee shall be transferred outside the scope of this Agreement without their consent. In the event an employee, covered by this Agreement, accepts to be transferred to a position outside the scope of this Agreement and at a later period, returns to a position within the scope of this Agreement, the employee shall retain the seniority which the employee held at the time of transfer but shall not accumulate any additional seniority for the period during which the employee held a position outside the scope of this Collective Agreement.

#### **12.06 Seniority Lists**

- (a) The Employer shall provide the Union with a monthly seniority list in seniority order and in alphabetical order detailing the employees' names, classifications, Divisions, currently assigned work locations, and seniority dates. Employees on Long Term Disability will be included in this seniority list.
- (b) At all times the Employer shall supply sufficient copies for posting in appropriate work places. This list shall be provided to all employees in March of each year.

- (c) Copies of all lay-off notices shall be sent to the Union and shall contain the following information: the employee's name, address, employee identification number, commencement of service (i.e., seniority date) and classification and department.

### **\*ARTICLE 13 – PROMOTIONS AND TRANSFERS**

- 13.01 All job vacancy notices shall contain the following information: job title, qualifications, required knowledge and education, skills, shift, salary range or wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.
- 13.02 All vacancies and new positions within the Bargaining Unit (except temporary positions lasting less than six (6) months) shall be posted for a period of five (5) working days. A copy of the notice shall be sent to the Union office.

Notice of job postings shall be distributed via email to employees with direct access to the OCH email system and via hard copy to staff without access to this email system.

13.03

- (a) Appointment shall be made based on the Employer's evaluation of the relative skill, ability, experience, knowledge and training of applicants. It is understood that the Employer has a right to establish the qualifications for the required vacancy or new position. These qualifications shall be those that are actually required to perform the normal functions of the position. A statement of qualifications will be made available to the Union or to interested employees, upon request. The employee's absenteeism may be considered where appropriate. The employee's past record and ability to perform the work of the Employer, shall also be considered. It is understood that where the qualifications of two applicants are relatively equal, the most senior candidate will be selected. Should the successful candidate be from within the Bargaining Unit, such selection where possible shall be made within four (4) weeks from the initial date of posting.
- (b) The Employer shall endeavour to notify the successful applicant within 30 calendar days of the closure of posting and the successful applicant shall be placed in the position within 30 calendar days of this notification.

13.04 The Employer shall notify unsuccessful candidates or, post the name of successful internal candidates in all competitions.

13.05 A successful applicant from the bargaining unit who has completed a probationary period shall have a trial for a period of three (3) months. The purpose of the trial is so that the employee can ascertain whether the work of the position is suitable to them and so that the Employer can determine if

the employee is suitable and capable of performing the work of the position. While on such trial the employee shall receive the salary to which an employee is entitled on promotion in accordance with the Collective Agreement. As well, should the employee be confirmed in the position, this trial period will not delay the employee's increment. Should the employee find the work suitable and should the Employer find the employee suitable and capable of performing the work of the position, after three (3) months, the Employer shall confirm the employee in the position. However, should the employee find the work unsuitable and/or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be returned to their former position and salary or wage rate. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary or wage rate.

It is understood that "suitable" and "unsuitable" above refers to performance of work.

- 13.06 Employees shall be trained on equipment and provided with on-the-job training in accordance with their seniority providing they have the capability, with a view to the needs of the Employer at that time, and such training shall be on the Employer's time. Employees who desire such training may make application to the employee's Manager in writing. A reply, in writing, shall be given to such request.
- 13.07 When an employee is requesting a lateral transfer to the same position the employee shall not be required to pass any test and shall be deemed to be qualified for the vacancy.
- 13.08 Employees may submit a request for a lateral transfer, in writing to their Manager or to Human Resources. OCH will respond to such requests within ten (10) business days. The parties recognize that the transfer of employees from one work location to another does not constitute discrimination in accordance with Article 3.04.
- 13.09 The Employer may use the candidates from the original job competition to fill subsequent vacancies or new positions without having to post the vacancies or new positions subject to the following conditions:
- (a) The vacancies and/or new positions become available within six (6) months following the appointment of a successful candidate into a posted position; and
  - (b) Any shift information, language requirements and salary range as indicated on the original job competition remains the same.

**\*ARTICLE 14 – HOURS OF WORK & OVERTIME**

**14.01 Standard Hours of Work**

The standard week for full-time employees shall consist of:

- (a) For maintenance employees (except as identified in 14.01 (a) (i), (ii), (iii) and (iv)) five (5) days of eight (8) hours per day to be scheduled between 7 a.m. and 5 p.m. from Monday to Friday;
  - (i) For Maintenance Workers who volunteer to be on-call, work may be scheduled on Saturdays and Sundays, between 7 a.m. and 5 p.m., as a standard practice during an on-call rotation;
  - (ii) For Maintenance employees who deliver after-hours maintenance services, the standard work week will consist of five (5) days of work followed by two (2) consecutive days off. Hours of work shall be eight (8) hours per day with a half hour lunch period;
  - (iii) For Maintenance employees who deliver after-hours maintenance services, work will be scheduled between 3 p.m. and 1 a.m. from Monday to Friday and on Saturday, Sunday and designated holidays between 8 a.m. and 1 a.m. Work may be scheduled outside of these hours for the purposes of training and meetings.
  - (iv) For Landscape Maintenance Workers, hours of work shall be (5) days of eight (8) consecutive hours to be scheduled between 6 a.m. and 5 p.m. from Monday to Friday.
- (b) For Tenancy Support Workers and Community Developers, hours of work shall be five (5) days of seven (7) consecutive hours to be scheduled between 7 a.m. and 5 p.m. from Monday to Friday. When a Tenancy Support Worker or Community Developer is required to attend a scheduled community meeting or event, the hours may be scheduled between 7 a.m. and 9 p.m. Monday to Friday.
- (c) For Rental Coordinators and Tenant Debt Resolution Coordinators, five (5) days of seven (7) hours per day to be scheduled between 7 a.m. and 7 p.m. from Monday to Thursday and on Friday between 7 a.m. and 5 p.m.
- (d) Community Safety Workers and Coordinators will be scheduled to the terms and conditions as outlined in Appendix #8. Subject to the provisions of the memorandum, should either party terminate the memorandum, the standard hours of work will allow for 4/6/8/10/12 hour shifts, subject to operational requirements
- (e) For Call Centre and Dispatch employees, the standard work week will consist of five (5) days of work followed by two (2) consecutive days

off. Hours of work shall be eight (8) hours per day and are subject to operational requirements.

- (f) For all other employees who work a 35 hour or 40 hour work week, five (5) days of seven (7) hours or eight (8) hours per day to be scheduled between 7 a.m. and 5 p.m. from Monday to Friday.

#### **14.02 Reporting**

Employees shall report for duty at the place directed by the person in charge and shall go to and from such place on their own time within the limits of the Corporation of the City of Ottawa.

#### **14.03 Lunch Period**

Lunch time, as specified in this Article, is outside the limitation of the hours to be worked as imposed in the sections and is not paid time. Employees shall receive a paid lunch period when they are not permitted to leave the work location and are required by the Employer to be available during the lunch period.

**14.04** Daily working hours referred to in this Article are to be worked consecutively.

#### **14.05 Rest Periods**

All employees shall be entitled to two (2) fifteen (15) minute paid rest periods in each shift to be taken one (1) in the first half and one (1) in the second half of each shift.

#### **14.06 Flexible/Compressed Work Hours/Week**

- (a) During the life of this Agreement flexible or compressed working hours may be introduced in part or in whole provided that:
  - (i) They be consecutive and do not exceed the number of daily working hours provided for in this Agreement. This provision may be altered only by mutual agreement in writing between the Employer and the Union.
  - (ii) They be mutually agreed upon between the employees and the Employer.
- (b) A flexible/compressed work week may be introduced during the life of this Agreement subject to mutual agreement between the Union and the Employer.
- (c) Notwithstanding the provisions of Article 14.06 (a), upon request of an employee and the concurrence of the Employer and the Union, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty- eight (28) calendar days the employee works an average of between thirty-five (35) and forty (40)

hours per week as the case may be. In every twenty-eight (28) calendar day period such an employee may be granted days of rest on such days as are not scheduled as a normal workday for the employee. The Employer will provide the Union with a copy of any such agreement with the employee.

#### **14.07 Overtime Pay**

- (a) Overtime shall be defined as time worked before or after the standard hours of work as well as time worked in excess of the normal hours of work per day and hours worked in excess of the standard week when directed by the employer.
- (b) No employee shall work overtime unless authorized in advance by the Manager or a person delegated by the Manager, except in cases of emergency. Emergency overtime shall be reported to the appropriate supervisor within one (1) working day for approval.
- (c) All employees who are called upon to work overtime hours shall be paid as follows: any hours worked as overtime hours (defined in Article 14.07(a)), shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
- (d) Any employee who is required to work on a designated holiday shall be paid one day's pay at their regular rate for the designated holiday, and for such hours as they work, at one and one-half (1½) the employee's regular hourly rate of pay. All overtime hours worked on a designated holiday, shall be paid at the rate of two (2) times the employee's regular hourly rate of pay.
- (e) No employee shall be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, or to exceed thirty-two (32) overtime hours in any bi-weekly pay period. It is recognized, however, that the limitation of thirty-two (32) overtime hours may be exceeded in those situations where it is deemed that an emergency exists which requires the employee to exceed the overtime limit.
- (f) A full-time employee may opt to accumulate compensating leave on a time and a half basis in lieu of pay at the overtime rate in accordance with Article 15.01 and 15.02. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor. Compensating time shall not exceed one hundred twenty (120) hours at any time. Any credits over the maximum will be paid out in cash.
- (g) Compensating leave accumulated in a calendar year, that is not taken before January 31 of the following year, shall be paid at the overtime premium on the base rate at which it was earned. Employees can get paid for all or part of any time accumulated in their compensating time bank

at any time upon giving fifteen (15) working days notice in writing.

- (h) An employee scheduled to work overtime on the employee's day off shall receive a minimum of three (3) hours at time and one-half (1 ½) of the employee's basic hourly rate.
- (i) Overtime meal allowance
  - a) Subject to (b) below, all employees required to work unscheduled overtime in excess of three (3) hours contiguous with their regular or normal work day shall be provided with a meal allowance of twelve dollars (\$12.00), and for each additional five (5) hours, shall be provided with a further meal allowance of twelve dollars (\$12.00).
  - b) Where a meal is provided by the Employer at no cost to the employee, the overtime meal allowance shall not be applicable.

#### **14.08 Premium Pay**

- (a) All hours worked on Saturday and/or Sunday shall be subject to a 7% premium on the base rate.
- (b) An employee in Community Safety Services, After Hours Maintenance, or the Call Centre shall be paid a 7% shift premium on base rate for all hours worked between 5:00pm and 8:00am Monday to Friday.

#### **14.09 No Pyramiding**

There shall be no pyramiding of overtime on premium pay under the terms of this Agreement and under no circumstances will more than one basis of calculating overtime or premium pay be used for the same or similar hours.

#### **14.10 Shift Schedule**

The Employer shall implement scheduling practices in order to assign shifts in an equitable manner to Employees in Community Safety Services and the Call Centre.

A schedule of hours of work covering an eight (8) consecutive week period shall be posted two (2) weeks in advance. It shall not be changed by the Employer without two (2) weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit employees to attend to business of the Union or mutual changes of shift between employees shall be allowed with the written consent of the Employer provided that the change does not involve

any cost to the Employer and that the essential services can be maintained.

#### **14.11 Part-Time Hours of Work**

- (a) Part-time employees will be regularly scheduled for twenty-four (24) hours, or less, per week in accordance with Article 2.01 (c). Shifts will be scheduled in an equitable manner, based on operational requirements, with consideration given to availability and seniority.
- (b) On a monthly basis, employees must provide a current statement of availability with a minimum availability of three (3) days per week in alignment with operational requirements.
- (c) Changes in an employee's availability will be considered and approved by the employer provided they continue to meet operational requirements.

#### **\*ARTICLE 15 – SALARIES AND WAGES**

- 15.01 Wages shall be paid on a two-weekly basis every second Friday. Where the regular pay day falls on a designated holiday, the employee shall be paid on the day preceding the holiday. An employee will be provided each pay day with an itemized statement of wages and deductions therefrom.
- 15.02 The hourly rate of pay is the official rate for all employees and the other rates of pay are for information purposes only.
- 15.03 All employees of the bargaining unit shall be paid in accordance with the salary schedules attached and forming part of the Collective Agreement.
- 15.04 For a part-time employee, salary increments will be given after completing 2,080 hours paid or twenty-four (24) months, whichever occurs first.
- 15.05 Except as provided in Articles 15.06 and 15.07, every employee shall be granted salary increments on their salary increment date until reaching the maximum in the range of rates for the relevant classification.
- 15.06 The Employer may deny a salary increment to an employee if they are dissatisfied with the employee's performance. Where the Employer intends to deny a salary increment to an employee, they shall at least two (2) weeks, but not more than six (6) weeks before the due date for the salary increment of the employee, give the employee the reason for the denial, in writing.
- 15.07 The Employer having denied a salary increment, shall subsequently grant the salary increment on the first day of any period prior to the employee's next increment date, and the employee shall retain their original increment date.
- 15.08 An employee who is promoted to a position having a higher salary scale, or whose position has been re-classified upward, shall be paid at the salary rate next higher to the rate they received prior to their promotion, provided their salary rate represents a



minimum of 104% of the remuneration which the employee would have received in the next 52 week period, had no promotion taken place. The effective date of the promotion will become the date for establishing the date of implementation of future salary increments.

#### **15.09 Salary Protection on Downward Reclassification**

- (a) When a position has been reclassified downward the employee (present incumbent only) in the reclassified position will be fitted into the new classification (at a level not less than the employee's current earnings) 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 the negotiated increases, as well.
- (b) Should the employee's salary be in excess of the salary for the new classification such salary will be frozen as of the date of the reclassification save and except any increases negotiated by the Parties.

#### **15.10 Call-Out & Reporting Allowance**

- (a) Each employee who has completed a regular day's work and leaves the place of work (including On-call Maintenance Workers who have completed their regular shift and the on-site time) and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time-and one-half (1 ½) the employee's basic hourly rate. An employee shall be allowed to refuse a call-out.
- (b) An On-call Maintenance Worker shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two (2) hours after the time of the first calling.
- (c) A full-time employee may opt to accumulate compensating leave on a time and a half time basis in lieu of pay at the overtime rate in accordance with Article 14.07. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.

#### **15.11 Pay During Acting Assignments**

- (a) Acting Pay
  - (i) Employees directed by the Employer to temporarily perform the substantial duties of a position in a classification having a higher salary range shall be paid acting pay, provided the assignment is for a period in excess of three (3) continuous working days.
  - (ii) In such cases, the employee shall be paid acting pay from the first (1st) day of such assignment. (It is recognized that "duties" refers to

the normal duties of the position at the time of acting.)

- (iii) Employees will be selected for acting assignments based on required qualifications that would include skills, abilities, experience, knowledge and training. It is understood that where the qualifications of two employees are relatively equal, the most senior will be selected.
- (b) When a Maintenance Worker 2 is required to perform the duties of a Maintenance Worker 3 for a period in excess of one and one-half (1 1/2) hours in one (1) day, the corresponding rate of pay for such higher position shall be paid for the whole period during which time duties at the higher level are performed.
- (c) Acting Pay - Calculation

The acting pay received for assignments as set out in Article 15.11 shall provide for the greater of:

- (i) The first year rate in the position in which such employee is acting;
- or
- (ii) The equivalent to a placement in the new salary range which will give the employee at least 104% of the employee's present normal salary, and shall be paid for the period in which acting on such assignment. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

- (d) Salary Increment While Acting

Should an employee act in a position for one (1) year or more, the employee so acting shall be eligible to receive an increment in the salary scale in which they are acting, provided that they are not already at the maximum of that salary scale. It is recognized that upon return from acting to the employee's position, the employee's increment date remains unchanged and the employee will be returned to the salary scale of their position (except in those circumstances covered by Article 15.09) at the increment level to which they are entitled in accordance with Article 15.11(e), Increment Date Upon Appointment.

- (e) Increment Date Upon Appointment

Should an employee, acting in a position, be the successful applicant in a competition for that position the date the employee commenced acting duties shall be the employee's new increment date.

- (f) When an employee accepts an acting assignment to perform the duties and responsibilities of a position not covered by this Collective Agreement, the employee shall retain all rights and obligations under the

Collective Agreement. An acting employee's minimum hours of work shall be based on the position in which they are acting and compensation shall be no less than 104% of their normal rate of pay averaged over a two (2) week pay period.

- (g) When an employee is directed by the Employer to perform an acting assignment in a position with a lower rate of pay, the pay of such an employee shall not be changed.

#### **15.12 Promotional Increase from an Acting Appointment**

The salary placement of an employee, acting in one position, who is promoted to another position while acting, shall be based upon the employee's normal salary, not the acting salary, unless acting for over six (6) months, in which case the salary placement shall be based upon the Acting Pay.

- 15.13** The provisions in respect of acting pay shall not derogate from the provisions in respect of vacancies and new positions.

### **\*ARTICLE 16 – LEAVE**

#### **16.01 Sick Leave**

Sick leave credits are established for use during periods of absence from work due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason, except as outlined in Article 16.01.

- (a) Each full-time employee shall accumulate sick leave credits at the rate of 1 1/2 days for each calendar month of permanent employment to a maximum bank of 120 days of paid leave. Employees, who commence employment during the first 15 days of a month, will be granted credits for that month. Employees, who commence employment on or after the 16th of a month shall receive pro-rated credits.

Each part-time employee who has completed a probationary period shall be entitled to five (5) sick days per year provided that they continue to work a minimum of 416 hours per year.

- (b) The balance of available sick leave credits that are accrued according to (a) shall be reduced according to paid sick leave that is claimed by the employee.
- (c) An employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
  - (i) vacation leave

- (ii) leave absence with pay, or

- (iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
- (d)
- (i) Sickness must be substantiated by a satisfactory medical certificate from a qualified medical practitioner, if the absence is for more than four (4) consecutive working days, or for each and every absence, if so required by written notice, given in advance by the employee's manager. The notice will specify the duration of the requirement and may be extended upon notification to the employee. Medical certificates must be submitted to the employee's supervisor within a reasonable timeframe. Should timely and sufficient medical information not be provided, the employee's entitlement to paid sick leave credits may be denied.
  - (ii) In all cases of sickness, the employee's supervisor shall be notified one (1) hour before the commencement of regular duties on the first day of absence. Where the supervisor is not accessible, steps must be taken by the employee to notify a designated alternate. If an employee is not able to give a return to work date during the original call, the employee shall be required to call in daily until such time as the employee can give an exact date of return. In cases of absence of more than four (4) days and no return to work, the employee shall furnish prior to ten (10) days of absence, a certificate from a qualified medical practitioner, giving the probable date on which the employee will be able to return to normal duties.

Employees in Community Safety Services, After Hours Maintenance and the Call Centre shall provide sufficient notice, a minimum of two (2) hours notice prior to the commencement of their scheduled shift, to enable the scheduling of replacement staff when they are unavailable for a scheduled shift due to illness.

- (e) If the Employer so requires, the employee will supply a medical certificate from a qualified medical practitioner for every twenty (20) consecutive working days thereafter until the employee returns to work or until an LTDI application is approved, whichever is the latter.
- (f) The Employer shall reimburse all employees up to a maximum of fifty dollars (\$50) for the cost of all medical certificates required under this Article or otherwise required by the Employer.
- (g) When an employee is waiting on a decision on a claim or an appeal from WSIB or the LTDI insurer as to the employee's entitlement for WSIA payments or LTDI benefits, the Employer shall provide access to accrued sick leave credits. Upon approval of a WSIB claim these sick leave credits shall be reinstated to the employee.

- (h) For the purpose of this Agreement, a qualified medical practitioner shall be defined as a general practitioner, medical specialist, nurse practitioner, psychiatrist, registered clinical psychologist, physiotherapist, chiropractor, dentist, oral surgeon, and midwife.

## **16.02 Vacation Leave**

Vacation and vacation pay will accrue on the following basis:

- (a) A full-time employee shall earn vacation credits at the following rates:
  - (i) One and one-quarter ( $1 \frac{1}{4}$ ) days per month during the first five (5) years continuous service;
  - (ii) One and two-thirds ( $1 \frac{2}{3}$ ) days per month after five (5) years continuous service;
  - (iii) Two and one-twelfth ( $2 \frac{1}{12}$ ) days per month after fourteen (14) years of continuous service;
  - (iv) Two and one-half ( $2 \frac{1}{2}$ ) days per month after twenty-two (22) years of continuous service.
- (b) An employee shall be allowed to carry over a maximum of one (1) year's accrual to the next vacation year.
- (c) After the first year of continuous employment an employee may be granted vacation leave in excess of the earned credits to the extent of credits that would accumulate to the end of that year.
- (d) Approval for vacation requests as outlined below will be subject to operational requirements:
  - (i) An employee shall submit a vacation request for the period starting June 24th to November 30th, in writing to the supervisor by April 15th and the Employer shall post the approved vacation schedule by May 15th. It is understood that an employee will not be allowed to schedule more than three (3) consecutive weeks in the months of July and August.
  - (ii) An Employee shall submit a vacation request for the period starting December 1st to June 23rd, in writing to the supervisor by September 15th and the Employer shall post the approved vacation schedule by October 15th.
  - (iii) All vacation requests submitted according to the deadlines identified above shall be scheduled according to seniority.
  - (iv) All vacation requests submitted after the deadlines identified above shall not be scheduled according to seniority and shall not displace the

approved vacation of any employees who submitted their vacation request by the identified deadlines.

- (v) Approval for vacation requests shall not be unreasonably denied.
- (e) An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date the employee status ceases, or at the date the employee qualifies for payments under the Long Term Disability Insurance plan.
- (f) An employee, upon completion of their twenty-fifth (25th) year of service shall receive a bonus of one (1) week of vacation leave in addition to their normal entitlement set-out in Article 16.02(a). It is understood that this additional one (1) week of vacation leave is only provided in the employee's twenty-fifth year and it is not available to the employee in any subsequent year(s) of service.
- (g) An employee earns but is not entitled to receive vacation leave with pay during their probationary period.
- (h) In the event an employee suffers an injury or illness while on vacation leave, the employee may claim paid sick leave for this applicable period, if the applicable period is certified by a qualified medical practitioner, and the relevant vacation leave credits shall be reinstated to the employee's account. The employee must notify their manager that they have suffered an injury or illness on the first day that the employee intends to claim paid sick leave.
- (i) If an employee has taken more leave than he has earned at the time when the employee's services are terminated for a reason other than lay-off or death, the salary overpayment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer.
- (j) An employee is not eligible for the entitlement under Article 16.02 in respect of:
  - (i) A period of twenty (20) consecutive working days in which they are absent from duty for a reason other than vacation or leave of absence with pay.
- (k) A part-time employee shall receive a payment of 4% in lieu of vacation leave during the probationary period. After completing the probationary period a part-time employee shall receive a payment in lieu of vacation leave in accordance with the following schedule:
  - (i) During the equivalent first five (5) years' continuous service to be paid 6%.
  - (ii) After five (5) equivalent years but less than fourteen (14)

equivalent years' continuous service to be paid 8%.

(iii) After fourteen (14) equivalent years but less than twenty two (22) equivalent years' continuous service to be paid 10%.

(iv) After twenty-two (22) years of equivalent continuous service to be paid 12%.

(l) For the purposes of Article 16.02(k), one year of continuous service is equivalent to 2,080 hours paid.

### **16.03 Designated Holidays**

(a) In each calendar year the following will be observed as holidays:

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

and any other day proclaimed by the Federal Government and/or the Government of the Province of Ontario.

(b) When any of the aforementioned holidays fall on a Saturday or Sunday or on an employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of the agreement. If any of the above paid holidays falls on a normal non-working day for an employee, they shall receive a lieu day (at regular pay) to be taken on the next normal working day which shall be deemed to be the straight time paid holiday.

(c) For employees in the Call Centre and Community Safety Services, who work on a rotational shift schedule, the holiday will be observed on the actual date of the designated holiday.

(d) If any of the above paid holidays falls on a normal non-working day for a full-time employee who work on a rotational shift schedule, they shall receive a lieu day (at regular pay) which shall be deemed to be the straight time paid holiday.

(e) Part-time employees who work on a rotational shift schedule and who are not scheduled to work on a designated holiday shall receive public holiday pay as defined by the *Employment Standards Act*.

(f) Payment for all employees required to work on a designated holiday will be in

accordance with Article 14.07 (d).

#### **16.04 Pregnancy and Parental Leave**

- (a) An employee shall be granted pregnancy and/or parental leave of absence without pay in accordance with the provisions of the Employment Standards Act, as amended from time to time. This leave shall only be used for adoption or birth of an employee's child.
- (b) While on Pregnancy and/or Parental Leave:
  - (i) The employee shall accumulate seniority and service,
  - (ii) The employee's increment date shall remain unchanged,
  - (iii) All the employee's benefits including Pension contributions shall be maintained, provided the employee makes the necessary arrangements to pay their share (if any) of the premium cost.
- (c) All permanent employees shall be entitled to receive a "topping-up" of Employment Insurance benefits to ninety-five percent (95%) of normal salary to a maximum of twenty-five (25) weeks of such leave where an employee elect's standard employment insurance benefits. Where the employee elects extended employment insurance benefits, the employee shall be entitled to receive an amount equal to the entitlement they would have received had they chosen the standard employment insurance benefit
- (d) The employee shall be entitled to return to their job upon the completion of this Leave, if it still exists, or to a comparable position, if it does not.

#### **16.05 Leave of Absence for Union Business**

- (a) Leave to attend Union Conventions

The Employer shall grant Leave of Absence with pay to union delegates to the following:

- Canadian Labour Congress;
- Canadian Union of Public Employees;
- Ontario Division of C.U.P.E.;
- Ontario Federation of Labour.

The Union will attempt to notify the Division Manager of each delegate at least twenty (20) days prior to the date that delegates will be leaving to attend the Convention. A copy of this notification will be provided by the Union to Human Resources.

- (b) Leave for Union Business



The Employer shall grant reasonable leaves of absence with pay to representatives of the Union from within the bargaining unit elected or appointed by the membership to a maximum total of two hundred and ten (210) working days in a calendar year. Individual use of such leave shall be capped at 30 days and applications for such leave shall be submitted in a businesslike and timely fashion. The individual cap may be exceeded at the discretion of the Employer upon application from the President. This leave relates solely to the affairs of the Union. Leave to attend at grievance hearings will not be included in the above-mentioned totals.

(c) Reimbursement by the Union

The Union shall reimburse the Employer for the costs of such absences as set forth in subsections (a) and (b) above.

### **16.06 Leave of Absence Without Pay**

- (a) Employees who desire leave of absence without pay shall make application to the employee's Manager.
- (b) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated may apply to the Employer for leave of absence without loss of seniority; such leave will not be unreasonably withheld.
- (c) Except where otherwise provided, when an employee is on authorized leave of absence without pay in excess of twenty (20) consecutive working days, the employee's seniority date, increment date, 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 seniority date, increment date, and the benefits, shall resume at the level at which they were when they absented themselves, recognizing any negotiated changes. It is understood that arrangements may be made between the employee and the Employer for continuation of the insured benefits while on such leave of absence without pay.
- (d) During leave-of-absence without pay, employees may continue participating in Basic Life, Extended Health Care and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage.

### **16.07 Jury and Witness Duty**

- (a) Full-time employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:

- (i) Shall be granted leave-of-absence for such purposes provided that upon completion of the service such employee shall present to the Employer a satisfactory certificate showing the period of such service; and,
- (ii) Shall be paid full salary or wages for the period of such service provided the employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.

**16.08 Court Duty**

Full-time employees on authorized vacation leave who are required to testify or are subpoenaed as a witness to give evidence on behalf of the Employer shall have their vacation leave entitlement restored for the period of time required to attend court or any legal proceeding and will, in addition for the hours so required to attend, receive twice their regular or normal salary.

**16.09 Campaigning For Public Office**

An employee shall be allowed a leave of absence without pay, to campaign for the employee's election for a public office.

**16.10 Education or Compassionate Leave**

Leave-of-absence without pay and without loss of seniority may be granted to an employee for compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the Chief Executive Officer. Application for leave under this section should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency when as much notice as possible should be given.

**16.11 Citizenship Leave**

An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay to attend a formal hearing to become a Canadian citizen.

**16.12 Blood Donors**

The Employer agrees to allow the necessary time off with no loss of pay to employees who are called upon to donate blood to the Canadian Blood Services.

**16.13 Time Off for Voting**

- (a) Every employee who is a qualified elector in a municipal or provincial election shall, for the purpose of casting their vote on an election day,

be excused from his regular duties for a period sufficient to allow them three (3) consecutive hours immediately prior to the closing of the polls.

- (b) Every employee who is a qualified elector under the *Canada Election Act* shall, for the purpose of casting their vote on an election day, be excused from their regular duties for a period sufficient to allow him four (4) consecutive hours immediately prior to the closing of the polls.
- (c) 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.

#### **16.14 Adverse Weather Conditions**

The following provision shall apply to employees during adverse weather conditions necessitating closure of all highways, as declared by appropriate provincial or municipal authorities, between the employee's residence and place of employment, for the duration of the closure:

When an employee, through no fault of their own, is unable to report for work because of the above, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for time lost due to not reporting to work.

#### **16.15 Reporting Pay**

In the event of an employee reporting for work in the ordinary course of their employment and not being able to perform their regular work because of inclement weather, they shall be provided with work to the end of the half shift or pay in lieu thereof.

#### **16.16 Self-Funded Leave Plan**

- (a) An employee may apply to participate in the Self-Funded Leave Plan as permitted under the *Income Tax Act* (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years. The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- (b) During the leave, the employee's insured benefits will be continued where the employee continues to pay for their portion.
- (c) At the end of the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that they had attained when the leave commenced. If the position no longer exists, the provisions of Article 25 - Organizational

and Technological Changes shall apply. It is understood, however, that the notice period begins when the position is declared surplus by the Ottawa Community Housing Corporation, not when the employee returns from leave.

### **16.17 Bereavement Leave**

An employee scheduled to work and who would otherwise have been at work shall be allowed:

- (a) Five (5) working days leave-of-absence with pay in the event of the death of the employee's spouse, parent, child, brother, sister, grandchildren or a legal ward of the employee or their spouse.
- (b) Three (3) consecutive working days leave-of-absence with pay in the event of the death of the employee's immediate family as follows: parent- in-law, brother and sister-in-law, aunt, uncle, and grandparents, and legal guardian.
- (c) One (1) day leave-of-absence with pay to attend the funeral of a niece or nephew or the spouse of aunt or uncle.

For the purpose of Bereavement Leave, the relationships specified in Article 16 are deemed to include a common-law spouse, step relationships and a partner of the same sex.

In addition, an employee shall be entitled to a special leave without pay up to a maximum of 2 days to travel if the distance is greater than 350 kilometers from their residence.

It is understood that a portion of the bereavement leave may be postponed by the bereaved employee to a later date, to deal with matters concerning the estate.

Employees who request bereavement leave may be required to produce satisfactory documentation.

### **16.18 Special Leave**

Employees may, with the approval of the Employer, be allowed to use up to four (4) days per year special leave credits for the following types of reasons:

- (a) Professional appointments such as medical, dental, legal, optical and parent/teacher interviews for the employee and/or their child;
- (b) The unexpected or sudden illness of the employee's spouse or child which prevents the employee from reporting to duty;
- (c) The care of aging parents;
- (d) Emergency situations which prevent the employee from reporting to duty.

Employees who request special leave may be required to produce satisfactory documentation.

#### **16.19 Domestic or Sexual Violence Leave**

An employee shall be granted paid leave, limited to the equivalent of their average work week, in accordance with Article 14 in addition to entitlements as outlined in the Employment Standards Act as amended from time to time. Leave under this article can be taken in one (1) hour increments.

#### **16.20 Personal Day with Pay**

Upon completion of the probationary period, Full Time employees will be entitled to one (1) personal day with pay per calendar year.

- (a) The employee shall provide advance notice of the request of at least seven (7) calendar days. The personal day with pay shall be taken subject to operational requirements and the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.
- (b) The Employer shall not request supporting documentation for leave requests under this Article.
- (c) Employees are not permitted to carry-over the personal day with pay into the following calendar year and the unused personal day shall not be paid out by the Employer.
- (d) If the employee takes any part of a day, the employer will deem the employee to have taken their full entitlement.

#### **16.21 Leave Categories Not Applicable to Part-Time Employees**

The above articles do not apply to part-time employees:

Article 16.04 Parental Leave (c)

Article 16.06 Leave of Absence Without Pay (d)

Article 16.07 Jury and Witness Duty

Article 16.08 Court Duty

Article 16.16 Self-Funded Leave Plan

Article 16.18 Special Leave

Article 16.20 Personal Day with Pay

## **\*ARTICLE 17 – BENEFITS**

### 17.01

- (a) Articles 17.02 to 17.07 will apply to full-time employees after the completion of six (6) months of continuous service.
- (b) A part-time employee who has completed the probationary period shall be entitled to a payment of 10% in lieu of benefits added on the hourly rate of pay.

**17.02** For the purpose of “family” benefit coverage, common-law spouse and partner of the same sex are deemed to be included after twelve (12) months of co-habitation.

### **17.03 Life Insurance**

- (a) Effective the date of ratification, the Group Life Insurance shall be at the level of two and one half (2 ½) times the employee’s basic annual earnings (to the nearest \$1,000 of benefit) per employee with a minimum of \$100,000 in coverage. The Employer shall pay 75% of the cost of membership in the Group Life Insurance Plan. Employee eligibility will be governed by the terms and conditions of the policy.
- (b) Employees, at their option, may purchase optional life insurance on themselves and/or their eligible spouses. The employee pays the full premium for this coverage through payroll deductions.

### **17.04 Extended Health Care Benefits**

- (a) The Employer shall pay 100% of the cost for membership in the following plans:

- (i) Great West Life Plan (Supplementary for Hospital Care);

- (ii) Great West Life Extended Plan:

Note: The Extended Health Care Plan provides payments to registered clinical psychologists of up to a maximum of \$500.00 per claimant during a benefit year. Coverage will also include chiropractors, osteopaths, podiatrists, naturopaths, massage therapist and speech therapists to a maximum of \$500.00 and physiotherapists to a maximum of \$750.00 per claimant during a benefit year. Claims per visit will not exceed fees that are customary and reasonable as defined by the insurer.

- (iii) Vision Care Plan

Note: The amount payable under this plan is \$350.00 net per claimant in any period of twenty-four (24) consecutive months.

- (iv) Eye Examinations - One (1) visit every twenty-four (24) months by a licensed ophthalmologist or optometrist to a maximum of \$80.00 per person.
  - (v) Claims per visit will not exceed fees that are customary and reasonable as defined by the insurer.
- (b) Subject to Appendix 7, an employee who retires and is in receipt of a non- actuarially-reduced pension shall be entitled to the benefits identified in Article 17.04(a) until age 65 and the costs shall be borne by the Employer.

### **17.05 Dental Plan**

- (a) The Employer shall provide a dental plan and pay 100% of the premium cost of this plan.
- (b)
  - (i) Effective on the date of ratification, the Employer shall ensure that the coverage is such that it provides full payment in accordance with the current O.D.A. Schedule of Fees.
  - (ii) Coverage for regular dental check-ups and regular teeth cleaning will be limited to once every 6 months for children up to the age of 18 years and once every 9 months for all persons over the age of 18.
  - (iii) Coverage will include:

Basic coverage, including re-lining and re-basing of dentures, covered by 100% of Schedule.

Major restorative – dentures, crowns and bridges covered to 50% of Schedule with a \$1,000 annual maximum per claimant.

Orthodontics covered to 50% of Schedule with a \$3,750 lifetime maximum per claimant.

- 17.06** The Employer agrees during the duration of this contract to pay one hundred percent (100%) of the cost of the monthly premium for eligible employees for a Health Care Spending Account (HCSA) to a maximum of \$350.00 each calendar year. This amount cannot be carried over into the following year. The HCSA is subject to Canada Revenue Agency (CRA) rules and requirements, including its definitions regarding eligible expenses and will be administered by the Employers' benefits provider in accordance with the terms and conditions of their plans.

## **17.07 Long Term Disability Insurance Plan**

- (a) The Employer shall pay the full premium cost for coverage by a Long Term Disability Plan which provides the following:
  - (i) Seventy-five percent (75%) of the employee's gross salary or wage earned on the date immediately prior to the disability (to a maximum of \$9,000 of benefit per month). It is understood that the benefits received by an employee under this plan are taxable in accordance with Canada Customs and Revenue regulations. Employees who are currently in receipt of Long Term Disability benefits shall be subject to the terms and conditions of the plan in force at the time of their application.
  - (ii) Employees shall be eligible for benefits after 120 calendar days of continuous disability provided their application for benefits has been accepted by the insurer.
  - (iii) The Long Term Disability benefits will be increased annually to the CPI Index to a maximum of 4%.
  - (iv) While the claimant is in receipt of Long Term Disability benefits, the Employer agrees to pay 100% of the premium costs of the following benefits:
    - a) Life Insurance
    - b) Extended Health Care
    - c) Dental Insurance
- (b) "Totally Disabled" for all employees shall mean for the Qualifying Period and thereafter, the employee is wholly and continuously disabled by illness or accidental bodily injury which prevents the employee from performing any and every duty of their normal occupation.
- (c) An employee's position may be declared vacant, even though the employee may be receiving Long Term Disability benefits, after the expiry of a two year period from the initial date of the disability.
- (d) Should a disabled person who has been on Long Term Disability benefits wish to return to work the Employer shall endeavour to secure suitable employment consistent with the applicant's education, qualifications, training and health and the Employer's needs at the time.
- (e) Eligibility for enrollment shall be after six (6) months of continuous service.
- (f) In the event that an employee who does not qualify for long term disability



benefits is able to return to light or modified duties, the Employer shall attempt to provide light or modified duties.

## **17.08 OMERS**

Employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) Plan subject to terms and conditions of the Plan.

## **17.09 Health & Wellness Benefit**

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

Up to 5 years of service	\$100 per year
Up to 10 years of service	\$150 per year
Up to 15 years of service	\$200 per year
Over 15 years of service	\$250 per year

The Employer reserves the right to determine eligible expenses. This right shall be exercised in a reasonable manner. The Union shall be notified of any requests for reimbursement that are refused.

## **17.10 Critical Illness Insurance**

The Employer shall make available, to employees who are eligible for extended health care benefits, the option of Critical Illness Insurance. Premiums for this insurance shall be 100% paid by individual employees who elect to access such insurance. The Employer shall provide information to all eligible employees about the coverage, availability and cost for such insurance and administer payment of premiums through voluntary payroll deductions. It is understood that the insurer may require a minimum of five (5) participating employees to make this option available.

## **ARTICLE 18 – WORKPLACE SAFETY & INSURANCE**

- 18.01 An Employee who suffers an occupational injury or illness arising out of and in the course of employment (within the meaning of the *Workplace Safety and Insurance Act*) shall report such injury to the Employer as soon as the Employee is aware of such injury or illness and in compliance with the timelines under the Act.
- 18.02 Every employee who is absent from duty as a result of an occupational illness or injury arising from their employment within the meaning of the *Workplace Safety and Insurance Act* will be provided with medical care and treatment as

provided in the Act and shall comply with Article 16.01 of this Agreement.

- 18.03 Every employee who is absent from duty as a result of an occupational illness or injury arising out of and in the course of their employment (within the meaning of the *Workplace Safety and Insurance Act*) and, who has not completed the probationary period as provided for in this Agreement, shall receive compensation from the Employer to the level provided under the *Workplace Safety and Insurance Act* effective from the date of disability. Compensation paid by the employer, pending a decision from WSIB, will be paid in accordance with Article 16.01 (g). Where a claim has been disallowed by the Workplace Safety and Insurance Board all payments made by the Employer will be recovered from the employee's accrued sick leave bank or from future earnings paid to the employee. The employee shall have the discretion to choose one of these options.

In addition, every employee who has completed the probationary period, and who suffers 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) Payment of salary or earnings by the Employer to the maximum allowable under the *Workplace Safety and Insurance Act*. The Employer will also pay to the employee, where applicable, the difference between the maximum allowable under the Act and the actual amount equal to 75% of the employee's salary or regular wage.
- (b) In addition, the Employer will pay on behalf of the eligible employee, the total payment or premium for the following plans:
  - (i) Pension;
  - (ii) Medical plans as specified in the Agreement;
  - (iii) Life insurance;
  - (iv) Long term disability;
  - (v) Dental insurance;

provided that in any calendar month the employee is absent 5 or more working days.

- (c) When the employee returns to full and regular duties, the employee shall be returned to a position equal to the one which was held prior to the compensable injury and the benefits specified in (a) or (b) above shall cease. When the employee is able to return to modified duties, the benefits specified in (a) and (b) above shall cease.

- 18.04 Should any employee be off work in excess of three (3) consecutive months without any regular pay for work done, the employee shall not accumulate leave

credits for this period of time.

- 18.05 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 and the employee shall continue to receive the hourly rate of pay or bi-weekly salary the employee was receiving prior to the date of the accident.
- 18.06 Any employee who returns to modified or light duties shall be assessed on an on-going basis by the Workplace Safety and Insurance Board of Ontario. In the event such assessments determine that the employee is able to return to full and regular duties, Article 18.03 (c) above shall apply. In the event the employee's condition is assessed as deteriorating, the Employer shall provide rehabilitation as recommended by the Workplace Safety and Insurance Board of Ontario for employment with the Employer or other employers. In this case, the Employer will make a reasonable effort to offer the employee on-going alternate employment. In any case, when the employee returns to light or modified duties, the Employer shall be guided by the assessment of the Workplace Safety and Insurance Board of Ontario.
- 18.07 The Union recognizes that reassignment of a permanently partially disabled employee to alternate employment, may necessitate a change of classification and pay.
- 18.08 It is recognized that where the employee has been reassigned or offered, and accepts alternate employment with the Employer, the employee shall be entitled to any lump sum payment or permanent award payable as determined by the Workplace Safety and Insurance Board of Ontario, and such payments will not reduce the wage or salary the employee will be receiving.
- 18.09 No employee shall have their employment terminated until, all benefits, which are standing to the employee's credit at the time the assessment is made, are paid to the employee.
- 18.10 In the event the Workplace Safety and Insurance Board revenue should become taxed as normal income, the Employer and the Union agree that the employee receiving Workplace Safety and Insurance shall not receive less than their normal salary or wage. The details of such rearrangement shall be negotiated between the Union and the Employer at the time of such change in the legislation.
- 18.11 The Employer agrees to inform Employees, at the time of an injury or illness that arises from their employment, of their right to have Union representation dealing with any related WSIB claim.

## **ARTICLE 19 – JOB SHARING**

- 19.01 The parties agree that job sharing can occur where there is written agreement between the employees who wish to job share, the Employer and the Union.
- 19.02 It is agreed that job sharing results from two employees or one employee and one prospective candidate sharing a full-time position and as such the position shall continue to be identified as a full-time position.
- 19.03 Employees do not need to have the same classification level in order to job share. However, in cases where the employees do not share the same classification level, it will be the position and classification level of the employee proposing the job sharing that will apply. Any employee interested in the second half of the job sharing arrangement must meet the required qualifications of the job, pursuant to Article 13 – Promotions and Transfers. If no employee is interested in or qualified for the second half of the job sharing arrangement, it will be subject to the normal job posting procedure as a job sharing opportunity.
- 19.04 Job sharing will be on the basis of equal sharing of the number of hours of work in a pay period for the position.
- 19.05 Employees in a job sharing arrangement shall maintain their full rights under the collective agreement except that entitlement to salary shall be pro-rated and benefits shall be as applicable to permanent part-time employees.
- 19.06 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for reasons other than normal retirement, the remaining employee would first be offered the opportunity to assume the position on a full-time basis. If the remaining employee declines the full-time opportunity, the vacant portion of the job sharing arrangement shall be posted as a job sharing vacancy subject to the provisions of the collective agreement.
- 19.07 However, if both employees in the job sharing arrangement leave that arrangement concurrently or if one of the employees terminates due to normal retirement, the position will be posted as a full-time one, unless the Employer determines that the position is no longer required. In the case of normal retirement, if the remaining employee is unsuccessful in being awarded the full-time position, they will be subject to the provisions of Article 25 – Organizational or Technological Changes.

## **ARTICLE 20 – MILEAGE**

- 20.01 The Employer agrees to reimburse all employees who are required to use their private automobile on business of the Employer at the prevailing mileage rates as determined by the Department of Finance as a maximum reimbursement that is allowed as a non-taxable benefit.
- 20.02 Claims for mileage must be submitted in a timely manner after the completion of

each month. Employees are not eligible for reimbursement if claims are submitted more than sixty (60) days after the end of the month in which the claim has occurred.

- 20.03 The foregoing mileage rates are inclusive; no claim shall be allowed for repair, storage, maintenance, operation, etc.

## **ARTICLE 21 – PERSONNEL FILES**

### **21.01 Access**

An employee shall have the right upon sufficient notice to have access to their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. With the written permission of the employee, a Union Representative or Shop Steward shall also have the right of access to an employee's personnel file.

### **21.02 Disciplinary Records**

Any disciplinary records, as well as letters of instruction or expectation, shall be removed from an employee's file after eighteen (18) months from the date of the offence, provided that there have been no similar warnings in that period, in which event the time for the application of this section shall be counted from the date of the succeeding warning. Absences of two (2) or more consecutive months will extend this period by the duration of the absence. It is understood that disciplinary records include any written records of verbal warnings, written warnings and letters of suspension.

## **ARTICLE 22 – OCCUPATIONAL HEALTH & SAFETY**

- 22.01 The Employer and the Union shall continue their Joint Occupational Health and Safety Committee in an endeavour to provide a safe and healthful environment for employees.
- 22.02 The Employer shall provide Occupational Health & 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 Joint Health and Safety Committee, which includes union representation, shall review the Corporation training and education programs on an ongoing basis to ensure that they are satisfactory.
- 22.03 The Employer shall forward copies of all Joint Occupational Health and Safety Committee Minutes, as identified within the Terms of Reference, to the Office of the Union, in a timely fashion.

## **ARTICLE 23 – LAY OFF AND RECALL**

### **23.01**

- (a) A layoff shall be defined as a reduction in hours of work for a full-time

employee as instituted by the Employer;

- (b) A layoff for part-time employees shall be defined as an involuntary permanent reduction in the work force. It shall not be considered to be a layoff where the Employer creates a full-time position from one or more vacant part-time positions.

23.02 Any employee being laid off, who has standing to their credit an entitlement to vacation leave or time off in lieu of overtime may elect to take either during the period of layoff but their recall to work shall be governed by the regulations set forth in this section.

23.03 The Employer will notify employees one week prior to a layoff provided that the employee has completed their probationary period. An employee who has not completed the probationary period, will not be entitled to notice of layoff under the terms of this Agreement.

23.04 No new employee will be hired until those employees who have been laid off have been given an opportunity of re-employment subject to the conditions of recall set forth in this Agreement.

### **23.05 Seniority Rights - Layoff and Recall**

- (a) In the event of a layoff, an employee shall be given the opportunity to revert to a classification equal to or less than the classification he held prior to the layoff. In the wage schedule, a classification shall be equal to or less than another classification if the hourly rates of pay are equal or less than those paid in the other classification.
- (b) In the event of a layoff, the employees may exercise their seniority rights on a bargaining unit wide basis.
- (c) If the employee fails to exercise their seniority rights as outlined in Article 23.05 (a) or (b), they shall be subject to recall in the classification he held prior to the layoff.
- (d) The classification of a wage employee for the purpose of seniority shall be the highest classification which the employee has occupied for more than 5 consecutive days in the two pay periods immediately preceding the layoff or recall.
- (e) For part-time employees, the provisions of Article 23.05 Seniority Rights – Lay-Off and Recall shall be limited to other part-time positions.

23.06 Layoffs and recalls to work following such layoffs shall be in accordance with seniority provided that the employee has the required knowledge and ability to perform the normal duties of the position available.

23.07 It is the responsibility of every employee to notify the Employer promptly of any change of address or telephone number. If an employee fails to make this

notification to the Employer, the Employer shall not be responsible for the failure of notice of recall to reach the employee.

- 23.08 Should employees exercise their seniority in accordance with 23.05 (a) or (b) above, it is understood that the employee must be qualified to do the work of the “new” position. It is recognized that there may be a period of familiarization.
- 23.09 Should the Employer close some or all operations between Boxing Day and New Year’s Day of any given year, it is understood that employees shall not be entitled to exercise their seniority rights to bump for this period. Affected employees may elect to use any accumulated vacation or time off in lieu credits.

## **ARTICLE 24 – ON-CALL PROVISIONS**

**24.01** A schedule of hours of work shall be posted thirty (30) days in advance, and shall not be changed by the Employer without two (2) weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit employees to attend to business of the Union or mutual changes of shift between employees shall be allowed with the written consent of the Employer provided that the change does not involve any cost to the Employer and that essential services can be maintained.

### **24.02 On-Call Premiums**

- (a) Maintenance Workers who volunteer to be on-call who are scheduled for on call duties will be paid on call premium of \$1.40 per hour. Such premium will be paid from completion of their regular scheduled shift to 12:00 midnight.
- (b) Maintenance Workers who volunteer to be on-call must carry a communication device provided by the Employer and be readily available to respond for work during the scheduled on-call hours.

### **24.03 On-Call Rotation**

This Article shall apply to Maintenance Workers who volunteer to be on-call only.

- (a) Maintenance Workers who volunteer to be on-call shall respond to all calls in the assigned district and be paid at the overtime rate during the period of on- call duty. This includes all types of housing units in the area.
- (b) On-call Maintenance Workers who volunteer to be on call and are called out shall be paid the call-out allowance in accordance with Article 15.10.
- (c) For the purpose of this Article “on-call” is defined as being physically on call for the division from the completion of the regular scheduled shift to 12:00 midnight and be able to respond immediately to communications

from management.

- (d) In the event that a Maintenance Worker who volunteers to be on-call is away for any reason, the next on-call Maintenance Worker in the rotation schedule shall be appointed to cover the period of absence.
- (e) Maintenance Workers may elect to be available for on-call rotation in their assigned district. The Employer will consider available volunteers when developing the on-call rotation schedule as identified in Article 24.01. This voluntary election will involve a commitment by the employee for a period of at least six (6) months.

## **ARTICLE 25 – ORGANIZATIONAL OR TECHNOLOGICAL CHANGES**

- 25.01 When the Employer is proposing the introduction or implementation of technological or organizational change which may result in employees/positions being declared surplus/redundant:
- (a) The Employer agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.
  - (b) The foregoing notwithstanding, the Employer shall provide the Union in advance of the organizational and/or technological change, with the detailed description of the project it intends to carry out and the intended effects on employees/positions within the organization. Individual employees who are in positions that may be affected by such change will also be provided with reasonable notice prior to the implementation of such change.
- 25.02 The incumbent in any position which has been declared surplus or redundant, as a result of organizational or technological changes may be placed in a similar position which is vacant on the establishment of the Employer, without competition.
- 25.03 If this is not possible, and if a vacancy exists for which the employee can be retrained by the Employer within a period of six (6) months, the Employer shall retrain the employee for the position. This option shall be subject to the agreement of the employee.
- 25.04 If no vacancy exists in which the employee may be placed (or retrained within six (6) months pursuant to Article 25.03), the Employer may place the employee in a lower level position. In such a case, the employee would maintain their rate of pay. As increases in pay are negotiated, the employee would be entitled to receive only one-half (½) the negotiated increase until the employee's higher rate of pay falls within the pay band of the position they were placed. If, after three (3) years from the date of placement into the lower level position, the employee



is continuing to receive a salary in excess of the salary that corresponds to the lower level position, they shall immediately be placed at the maximum of their position's pay band. This option shall be subject to the agreement of the employee.

- 25.05 Employees who are placed in a new position as a result of Article 25.02 or Article 25.03 shall have a trial period of three (3) months.
- 25.06 If neither Article 25.02 or 25.03 is possible and the employee has not accepted a placement, if available, in accordance with Article 25.04, the employee may exercise their seniority rights in accordance with the lay off provision in this Collective Agreement, although it is recognized that this is not a lay off, as defined in the Collective Agreement.
- 25.07 Should the employee not be placed in accordance with Article 25.02 or Article 25.03 nor accept a placement into a lower level position in accordance with Article 25.04, and should the employee not exercise their rights under Article 25.05 then the employee shall be entitled to the separation allowance outlined in this Collective Agreement as well as notice or pay in lieu of notice of:
- (a) More than one (1) but less than three (3) years continuous service, payout of two (2) months' pay;
  - (b) Three (3) but less than five (5) years continuous service, a payout of three (3) months' pay;
  - (c) Five (5) but less than eleven (11) years continuous service, a payout of four (4) months' pay;
  - (d) Eleven (11) but less than sixteen (16) years continuous service, a payout of six (6) months' pay;
  - (e) Sixteen (16) but less than twenty (20) years continuous service, a payout of ten (10) months' pay;
  - (f) Twenty (20) but less than twenty-five (25) years of continuous service, a payout of fourteen (14) months' pay;
  - (g) Twenty-five (25) or more years continuous service, a payout of eighteen (18) months' pay.
  - (h) Payment shall be made at the rate of pay the employee was earning when the position became redundant.
- 25.08 A part-time employee who is displaced as a result of organizational or technological change may be placed in another part-time position. If this is not possible they shall be entitled to a pro-rated pay-out based on hours of service as outlined above.

## **ARTICLE 26 – JOB DESCRIPTIONS AND JOB EVALUATION**

- 26.01 Where the duties of a bargaining unit position are significantly changed, the Union will be informed and shall be supplied with the revised job description.
- 26.02 The following provisions shall apply:
- (a) The evaluation of all positions within the bargaining unit shall be conducted by a Joint Job Evaluation Committee (JJEC).
  - (b) Terms of Reference for the JJEC shall be negotiated between the parties.
  - (c) The JJEC shall be composed of six (6) members, an equal number of members shall be appointed by the Union and by the Employer.
  - (d) All members of the JJEC shall receive full pay and benefits during their work on the committee.
  - (e) One co-chair shall be appointed by the Union and one co-chair shall be appointed by the Employer.
  - (f) The rating of positions shall be done on a unanimous basis by rating teams that shall consist of four JJEC members. Two (2) members of each rating team shall be Union members and two (2) shall be members appointed by OCH.
  - (g) Where substantive changes make the re-classification of a position change in value, either upward or downward the parties will make the appropriate salary administration of such change within Appendix 3.
  - (h) Where the JJEC is not able to reach consensus on a rating of a position, or the appropriate re-classification of a position, a third party may be engaged to mediate a resolution.
  - (i) Ratings by the JJEC are not grievable.
- 26.03 Job Rating Reviews can be requested, where there has been a substantive change to the duties, and or responsibilities, and or job requirements or where there is a new and unique permanent or temporary position.

The Union will be informed and shall be supplied with the applicable job description.

## **\*ARTICLE 27 – GENERAL CONDITIONS**

### **27.01 Bulletin Boards**

The Employer will provide appropriate bulletin boards upon which the Union will have the right to post notices of Union meetings, and such other notices

referring to Union activities as may be of interest to employees.

## **27.02 Accommodation at Work**

The Employer where appropriate will provide accommodation for meals and for the keeping of clothes.

## **27.03 Tools, Protective Clothing, Uniforms and Footwear**

### **(a) Tools**

The Employer will supply employees work tools, as required and approved and in accordance with job requirements.

### **(b) Protective Clothing**

Where protective clothing items are supplied, they must be worn as a condition of employment. Protective clothing items will be replaced when required and approved.

### **(c) Uniforms**

Where uniforms are supplied, they must be worn as a condition of employment. Uniforms will be provided by the Employer in accordance with the Uniform Program Directive.

### **(d) Footwear**

Where protective footwear is required, they must be worn as a condition of employment. Employees required by the employer to wear protective footwear shall be eligible to receive a maximum of two hundred and fifty (\$250.00) toward the purchase of protective footwear. Subject to seasonal requirements, an additional pair of protective footwear to a maximum of two hundred and fifty (\$250.00) will be provided when required and approved.

Employees will have the option of receiving a voucher for use at an approved provider or reimbursement, subject to the provision of supporting purchase documentation and out of pocket expense claim. When protective footwear is damaged during the course of work, they will be replaced when required and approved.

## **27.04 Winter Outerwear**

- (a) The Employer will supply appropriate winter parkas to all maintenance employees who work outside in accordance with the Uniform Program Directive.
- (b) The Employer will supply snow pants to Landscape Maintenance Workers and Maintenance Workers who work outside in the winter as required and approved.

## **27.05 Hepatitis B Vaccination**

The vaccination against Hepatitis B will be available on a voluntary basis to those employees who, as a condition of employment, have a possible high exposure to body fluids. The Joint Health and Safety Committee will identify job functions with potential for high exposure to body fluids in order to determine entitlement to the vaccination. Under these approved conditions, the Employer will be responsible for such costs.

## **27.06 Clean-Up Time**

Maintenance employees will be allowed ten (10) minutes clean-up time before lunch and before getting off duty.

## **27.07 Accommodating Employees with Disabilities**

- (a) Any employee who has become unable to do the normal and regular duties owing to partial disability shall be given consideration for work within the employee's capabilities and qualifications in accordance with applicable legislation. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 13.02 would not apply.
- (b) If an employee, who is disabled, is capable of returning to perform the essential duties of the pre-disability position, the employee shall provide relevant medical documentation and co-operate with the Ottawa Community Housing Corporation in securing appropriate accommodation in accordance with applicable legislation.
- (c) The parties recognize that the accommodation of an employee with a disability to alternate employment, may necessitate a change of classification and pay.

## **27.08 Change of Address**

In the event of change in home address or telephone number, it shall be the responsibility of the employee to notify the Employer and the Union in writing of such change. Failure to comply with this provision will save the Employer and the Union harmless with respect to any notification directed to an employee's last known address or telephone number.

## **27.09 Legal Representation**

The Employer agrees to continue to provide legal representation to employees in those situations arising directly from the responsible discharge of official duties

by the employee or resulting from the carrying out of an official order or orders.

### **27.10 Car Parking**

All employees who are required by the Employer to use their own cars for the Employer's business shall be provided with free parking facilities or shall be reimbursed for the cost of parking where such parking facilities are not available.

### **27.11 Identification Cards**

The Employer agrees to continue a system of Photo Identification Cards. Employees shall display or produce identification cards as required.

### **27.12 Licenses and Accreditations**

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

It is understood that the employer may obtain, on an annual basis, the driver's abstract for any employee in a position which requires a driver's license.

### **27.13 Reimbursement of Expenses**

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

## **\*ARTICLE 28 – DURATION OF AGREEMENT**

- 28.01 This Agreement shall be in force and effect from January 1, 2020 (except where a clause otherwise provides) to December 31, 2021 and thereafter from year to year.
- 28.02 Should either party to the Agreement wish to seek amendments to or modifications of the Agreement or to terminate the Agreement and negotiate a new Agreement, it shall give notice to the other party not later than the first (1st) day of November in the year in which the contract expires.

THE OTTAWA COMMUNITY  
HOUSING CORPORATION



CHIEF EXECUTIVE OFFICER



DIRECTOR, HUMAN RESOURCES

THE OTTAWA-CARLETON  
PUBLIC EMPLOYEE'S  
CUPE 503



PRESIDENT



VICE PRESIDENT

Signed at Ottawa, Ontario this 7<sup>th</sup> day of October 2020

## **\*APPENDIX 1**

### LETTER OF UNDERSTANDING – STUDENTS

All students employed from April 1 to August 31 shall be excluded from the scope of the bargaining unit.

Students who are employed by OCH during placement from a cooperative program shall be excluded from the scope of the bargaining unit. The Employer and the Union agree to discuss the employment of cooperative students and review the number of cooperative students and the type of work to be performed.

It is understood that students shall not perform bargaining unit member duties without the consent of the Union.

## **APPENDIX 2**

### MEMORANDUM OF AGREEMENT

#### SUMMER HOURS – FORMER CITY LIVING EMPLOYEES

In recognition of the Summer Hours that were enjoyed by former City Living Employees, such employees shall receive an additional three (3) personal days in lieu of Summer Hours. Employees are not permitted to carry-over the personal days with pay into the following calendar year and the unused personal day shall not be paid out by the Employer.



**\*APPENDIX 3**

**SALARY SCHEDULE – JOB CLASS PLACEMENT:**

BAND 1 Access Worker	
BAND 2	
BAND 3 Maintenance Worker 2 Parking Service Representative	Landscape Maintenance Worker
BAND 4	
BAND 5 Admin Support – Finance Admin Support – Asset Management Locksmith Dispatcher	Call Centre Operator Maintenance Worker 3 Integrated Pest Management Worker
BAND 6 Housing Administrator Accounting Clerk Payroll Clerk Procurement Coordinator Program Administrator, Volunteer Engagement	Maintenance Administrator Legal Assistant Helpdesk Administrator Administrative Assistant/Reception
BAND 7 Tenant Debt Resolution Coordinator Community Safety Worker Admin Coordinator CSS/CC SharePoint Administrator	Administrative Assistant Call Centre Coordinator Operational Data Administrator
BAND 8 Maintenance Coordinator Landscape Maintenance Coordinator	Business Services Coordinator Project Coordinator
BAND 9 Rental Coordinator Housing System Coordinator	Community Safety Coordinator
BAND 10 Planning Inspector Network Security Administrator	Building Systems Coordinator
BAND 11 Community Developer	Tenancy Support Worker
BAND 12	
BAND 13	
BAND 14	

## **APPENDIX 4 – CASUAL LABOUR POOL**

The parties agree to engage in discussion regarding establishing a casual labour pool for the purposes of hiring for developmental opportunities. Until such time that an agreement is reached between the parties, it is agreed that current practice of hiring casual labour under Appendix 4 will remain in effect.

### **MEMORANDUM OF AGREEMENT – CASUAL LABOUR POOL**

WHEREAS OCH and the Union have been discussing the feasibility of “contracting in” various services; and,

WHEREAS OCH has identified various buildings where cleaning services can be “contracted in”; and,

WHEREAS OCH has a requirement to cover unforeseen or intermittent operational requirements;

THEREFORE THE PARTIES AGREE as follows on a without prejudice or precedent basis:

1. The Employer agrees to utilize a casual labour pool to:
  - a. replace some contracted services at various buildings
  - b. cover intermittent operational requirements
  - c. employ students outside of the scope of Appendix 1
2. Employees hired under this Agreement may perform building cleaning functions currently performed by contracted service providers.
3. It is understood and agreed that OCH will continue to utilize contracted services above and beyond this labour pool.
4. The Union agrees that in the event OCH decides there is a shortage of workforce under this Agreement or decides to have this work performed by a third party contractor, in part or in whole, following the performance of this work under the terms of this Agreement, no grievance, complaint or action of any kind will be filed by CUPE 503 or any of its members claiming a violation of any provision of the collective agreement or related employment legislations alleging a restriction on the Employer’s right to have such services performed under contract, based on or in relation to the performance of said work under this Agreement.
5. An employee who retires, or who terminates their employment with OCH, and who is hired as a casual employee under this Agreement shall be considered as a rehire and no previous service or seniority with OCH shall be recognized.
6. All employees referred to under this Agreement shall pay Union dues from their initial date of employment.
7. Employees hired under this Agreement shall be assigned hours that become available and other employees falling under the terms and conditions of the CUPE 503 collective agreement shall not have priority to such work under this Agreement. The Union

agrees not to accept or file any grievances on behalf of employees alleging an entitlement to casual hours under this Agreement.

8. Employees from the Casual Labour Pool may also be offered occasional work such as site clean up, filing and the delivery of newsletters or notices to tenants.
9. Casual Priority List - There is no obligation to call any employee who has worked less than 1,040 hours. Casual wage employees who have worked 1,040 hours or more shall have priority over other casual employees provided such employee does not have a break in service greater than ninety (90) calendar days. Priority to hours shall be vis-à-vis other casual employees within the casual labour pool.
10. Seniority Accrual - Upon hire or rehire an employee shall accumulate seniority on the basis of hours worked but their seniority shall only be recognized when competing for any position in accordance with Article 13, Promotions and Transfers. An employee hired under this Agreement who is appointed to another position shall be subject to a probationary period.
11. Employees covered under this Agreement shall be entitled to the provisions of the collective agreement unless otherwise stated or amended herein.

Article 11 – Probationary Period – not applicable

Article 12 – Seniority – 12.01 (b); 12.06 – not applicable

Article 14 – Hours of Work and Overtime – not applicable

Article 15 – Salaries and Wages – not applicable

Article 16 – Leave – not applicable

Article 17 – Benefits – not applicable

Article 18 – Workplace Safety and Insurance – 18.03 through 18.10 not applicable

Article 19 – Job Sharing – not applicable

Article 23 – Lay Off and Recall – not applicable

Article 24 – On-Call Provisions – not applicable

Article 25 – Organizational or Technological Changes – not applicable

Article 26 – Job Descriptions and Job Evaluation – not applicable

Appendices 1, 2, 3, 5, 6, 7 – not applicable

12. The minimum hourly rate for employees hired under this Agreement shall be in accordance with the general minimum wage as established by the *Employment Standards Act* of Ontario plus \$1.00, less statutory deductions.
13. In lieu of vacation leave, employees who have worked less than 1,040 hours shall receive vacation pay of 4% based on gross earnings and paid bi-weekly. Employees who have worked 1,040 hours or more shall receive vacation pay of 6%.
14. Benefits and Insurance – employees who have worked 1,040 hours or more shall receive 8% added to their hourly rate for all hours worked in lieu of benefits received by full-time employees.
15. Overtime shall be defined as time worked in excess of ten (10) hours per day or forty (40) hours per week.

This Agreement shall be in force from the date of signing the Agreement.

**\*APPENDIX 5**

MEMORANDUM OF SETTLEMENT

(Renewal of Collective Agreement)

THE OTTAWA HOUSING CORPORATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 503

The Parties herein agree to the terms of this Memorandum of Settlement of all matters in dispute.

The undersigned representatives of all the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum of settlement to their respective principles.

The parties herein agree that the term of the Collective Agreement shall be from January 1st, 2020 to December 31st, 2021.

The parties herein agree that the said Collective Agreement shall include the terms of the previous collective agreement which expired December 31st, 2019 and the following amendments as incorporated:

- (a) All matters settled and agreed to by the parties herein attached.
- (b) Retroactivity pay, if any, will be subject to deductions required by law and dues deduction.

## **APPENDIX 6**

### MAINTENANCE WORKER 3 PRACTICAL TESTING

The parties agree that Ottawa Community Housing Corporation will establish and maintain a list of qualified candidates for the Maintenance Worker 3 position.

A Maintenance Worker 2 may elect to be tested in accordance with the practical component of the Maintenance Worker 3 position.

If successful, this person shall be pre-qualified with respect to the practical component of the promotional process for the Maintenance Worker 3 position.

## **APPENDIX 7**

### LETTER OF UNDERSTANDING

The parties hereby agree to enter into meaningful discussions regarding retiree benefits for retirees in receipt of non-actuarially reduced pension. The parties shall meet within three (3) months of the expiration of the Collective Agreement.

It is understood that any agreements must be cost neutral to the Employer, save and except administration costs, if any.

Notwithstanding the above, the entitlements under Article 17.04(b) shall not apply to new employees hired after December 31, 2019.

## **APPENDIX 8**

### **MEMORANDUM OF AGREEMENT - SHIFT SCHEDULE FOR COMMUNITY SAFETY SERVICES EMPLOYEES**

In recognition of the shift schedule implemented on January 28, 2019 for Community Safety Workers and Community Safety Coordinators working in Community Safety Services (“CSS”), the parties agree to continue to vary the terms of the Collective Agreement as necessary to support the implementation of the shift schedule as follows:

1. Part Time employees in CSS will be scheduled based on back-fill requirements to replace a Full-Time employee absent from work under the terms of the Collective Agreement. Notwithstanding the above, it is agreed that Part-time CSS employees will not be scheduled for more than twenty-four (24) hours per week on a regular basis.
2. Pursuant to Article 14.01(d), the Standard Hours of Work for employees in CSS will also include 11 and 11.5 hour shifts. For full-time employees, a standard week is defined as, from Sunday to Saturday one week at 46 regular hours and one week at 34 regular hours over a 2-week scheduling period.
3. For the purposes of recognizing sick leave, vacation leave and special leave entitlements as defined in Article 16 of the Collective Agreement, the current practice of defining a “day” as 8 hours will continue. For the purposes of using sick leave, vacation leave and special leave, the current practice of deducting the actual time taken from the employee’s entitlement will continue.
4. Pursuant to Article 14.07 (d) and 16.03 (a), employees who work on a designated holiday will receive a lieu day (at regular pay). For the purposes of banking the lieu day, an employee’s entitlement to public holiday pay will be divided by the employee’s regular hourly rate of pay on the designated holiday to determine the number of applicable hours to be banked as the lieu day.
5. Pursuant to Article 16.03 (a) and (d), when the designated holiday falls on a normal non-working day, Full Time employees will receive a lieu day (at regular pay). For the purposes of banking the lieu day, an employee’s entitlement to public holiday pay will be divided by the employee’s regular hourly rate of pay on the designated holiday to determine the number of applicable hours to be banked as the lieu day.
6. The provisions of this agreement shall be reviewed and agreed to by the parties on an annual basis.

**\*APPENDIX 9**

**SALARY SCHEDULE ADJUSTMENTS**

The parties agree to amend the salary schedules according to the following adjustments:

- An increase of 2.0% effective Jan 1, 2020 and increase of 2.1% effective Jan 1, 2021

**PAY RATES BY SCHEDULE  
35 HOURS /WEEK**

**EFFECTIVE 01-JAN-2020  
2.0% Increase**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>BAND 1</b>					
26 PAYS	39676.00	41095.60	42515.20	44098.60	45663.80
BI-WEEKLY	1526.00	1580.60	1635.20	1696.10	1756.30
HOURLY	21.80	22.58	23.36	24.23	25.09
<b>BAND 2</b>					
26 PAYS	42861.00	44408.00	45973.20	47629.40	49340.20
BIWEEKLY	1648.50	1708.00	1768.20	1831.90	1897.70
HOURLY	23.55	24.40	25.26	26.17	27.11
<b>BAND 3</b>					
26 PAYS	45973.20	47629.40	49340.20	51123.80	53053.00
BIWEEKLY	1768.20	1831.90	1897.70	1966.30	2040.50
HOURLY	25.26	26.17	27.11	28.09	29.15
<b>BAND 4</b>					
26 PAYS	49140.00	50869.00	52889.20	54691.00	56674.80
BIWEEKLY	1890.00	1956.50	2034.20	2103.50	2179.80
HOURLY	27.00	27.95	29.06	30.05	31.14
<b>BAND 5</b>					
26 PAYS	52306.80	54181.40	56128.80	58240.00	60314.80
BIWEEKLY	2011.80	2083.90	2158.80	2240.00	2319.80
HOURLY	28.74	29.77	30.84	32.00	33.14
<b>BAND 6</b>					
26 PAYS	55510.00	57512.00	59659.60	61770.80	63991.20
BIWEEKLY	2135.00	2212.00	2294.60	2375.80	2461.20
HOURLY	30.50	31.60	32.78	33.94	35.16
<b>BAND 7</b>					
26 PAYS	58731.40	60751.60	63008.40	65319.80	67704.00
BIWEEKLY	2258.90	2336.60	2423.40	2512.30	2604.00
HOURLY	32.27	33.38	34.62	35.89	37.20



**PAY RATES BY SCHEDULE  
35 HOURS /WEEK**

**EFFECTIVE 01-JAN-2020  
2.0% Increase**

<b>BAND 8</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	61880.00	64082.20	66448.20	68814.20	71398.60
BIWEEKLY	2380.00	2464.70	2555.70	2646.70	2746.10
HOURLY	34.00	35.21	36.51	37.81	39.23
<b>BAND 9</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	65046.80	67340.00	69815.20	72381.40	74947.60
BIWEEKLY	2501.80	2590.00	2685.20	2783.90	2882.60
HOURLY	35.74	37.00	38.36	39.77	41.18
<b>BAND 10</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	68122.60	70688.80	73182.20	75821.20	78624.00
BIWEEKLY	2620.10	2718.80	2814.70	2916.20	3024.00
HOURLY	37.43	38.84	40.21	41.66	43.20
<b>BAND 11</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	71398.60	73946.60	76603.80	79370.20	82318.60
BIWEEKLY	2746.10	2844.10	2946.30	3052.70	3166.10
HOURLY	39.23	40.63	42.09	43.61	45.23
<b>BAND 12</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	74565.40	77259.00	80061.80	82937.40	85958.60
BIWEEKLY	2867.90	2971.50	3079.30	3189.90	3306.10
HOURLY	40.97	42.45	43.99	45.57	47.23
<b>BAND 13</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	77732.20	80498.60	83447.00	86413.60	89635.00
BIWEEKLY	2989.70	3096.10	3209.50	3323.60	3447.50
HOURLY	42.71	44.23	45.85	47.48	49.25
<b>BAND 14</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	80880.80	83811.00	86905.00	90017.20	93202.20
BIWEEKLY	3110.80	3223.50	3342.50	3462.20	3584.70
HOURLY	44.44	46.05	47.75	49.46	51.21

**PAY RATES BY SCHEDULE  
40 HOURS /WEEK**

**EFFECTIVE 01-JAN-2020  
2.0% Increase**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>BAND 1</b>					
26 PAYS	45344.00	46966.40	48588.80	50398.40	52187.20
BI-WEEKLY	1744.00	1806.40	1868.80	1938.40	2007.20
HOURLY	21.80	22.58	23.36	24.23	25.09
<b>BAND 2</b>					
26 PAYS	48984.00	50752.00	52540.80	54433.60	56388.80
BIWEEKLY	1884.00	1952.00	2020.80	2093.60	2168.80
HOURLY	23.55	24.40	25.26	26.17	27.11
<b>BAND 3</b>					
26 PAYS	52540.80	54433.60	56388.80	58427.20	60632.00
BIWEEKLY	2020.80	2093.60	2168.80	2247.20	2332.00
HOURLY	25.26	26.17	27.11	28.09	29.15
<b>BAND 4</b>					
26 PAYS	56160.00	58136.00	60444.80	62504.00	64771.20
BIWEEKLY	2160.00	2236.00	2324.80	2404.00	2491.20
HOURLY	27.00	27.95	29.06	30.05	31.14
<b>BAND 5</b>					
26 PAYS	59779.20	61921.60	64147.20	66560.00	68931.20
BIWEEKLY	2299.20	2381.60	2467.20	2560.00	2651.20
HOURLY	28.74	29.77	30.84	32.00	33.14
<b>BAND 6</b>					
26 PAYS	63440.00	65728.00	68182.40	70595.20	73132.80
BIWEEKLY	2440.00	2528.00	2622.40	2715.20	2812.80
HOURLY	30.50	31.60	32.78	33.94	35.16
<b>BAND 7</b>					
26 PAYS	67121.60	69430.40	72009.60	74651.20	77376.00
BIWEEKLY	2581.60	2670.40	2769.60	2871.20	2976.00
HOURLY	32.27	33.38	34.62	35.89	37.20

**PAY RATES BY SCHEDULE**  
**40 HOURS /WEEK**

**EFFECTIVE 01-JAN-2020**  
**2.0% Increase**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>BAND 8</b>					
26 PAYS	70720.00	73236.80	75940.80	78644.80	81598.40
BIWEEKLY	2720.00	2816.80	2920.80	3024.80	3138.40
HOURLY	34.00	35.21	36.51	37.81	39.23
<b>BAND 9</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	74339.20	76960.00	79788.80	82721.60	85654.40
BIWEEKLY	2859.20	2960.00	3068.80	3181.60	3294.40
HOURLY	35.74	37.00	38.36	39.77	41.18
<b>BAND 10</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	77854.40	80787.20	83636.80	86652.80	89856.00
BIWEEKLY	2994.40	3107.20	3216.80	3332.80	3456.00
HOURLY	37.43	38.84	40.21	41.66	43.20
<b>BAND 11</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	81598.40	84510.40	87547.20	90708.80	94078.40
BIWEEKLY	3138.40	3250.40	3367.20	3488.80	3618.40
HOURLY	39.23	40.63	42.09	43.61	45.23
<b>BAND 12</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	85217.60	88296.00	91499.20	94785.60	98238.40
BIWEEKLY	3277.60	3396.00	3519.20	3645.60	3778.40
HOURLY	40.97	42.45	43.99	45.57	47.23
<b>BAND 13</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	88836.80	91998.40	95368.00	98758.40	102440.00
BIWEEKLY	3416.80	3538.40	3668.00	3798.40	3940.00
HOURLY	42.71	44.23	45.85	47.48	49.25
<b>BAND 14</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	92435.20	95784.00	99320.00	102876.80	106516.80
BIWEEKLY	3555.20	3684.00	3820.00	3956.80	4096.80
HOURLY	44.44	46.05	47.75	49.46	51.21

**PAY RATES BY SCHEDULE**  
**35 HOURS /WEEK**

**EFFECTIVE 01-JAN-2021**  
**2.1% Increase**

<b>BAND 1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	40513.20	41951.00	43407.00	45026.80	46628.40
BI-WEEKLY	1558.20	1613.50	1669.50	1731.80	1793.40
HOURLY	22.26	23.05	23.85	24.74	25.62
<b>BAND 2</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	43752.80	45336.20	46937.80	48630.40	50377.60
BIWEEKLY	1682.80	1743.70	1805.30	1870.40	1937.60
HOURLY	24.04	24.91	25.79	26.72	27.68
<b>BAND 3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	46937.80	48630.40	50377.60	52197.60	54163.20
BIWEEKLY	1805.30	1870.40	1937.60	2007.60	2083.20
HOURLY	25.79	26.72	27.68	28.68	29.76
<b>BAND 4</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	50177.40	51942.80	53999.40	55837.60	57857.80
BIWEEKLY	1929.90	1997.80	2076.90	2147.60	2225.30
HOURLY	27.57	28.54	29.67	30.68	31.79
<b>BAND 5</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	53398.80	55328.00	57311.80	59459.40	61588.80
BIWEEKLY	2053.80	2128.00	2204.30	2286.90	2368.80
HOURLY	29.34	30.40	31.49	32.67	33.84
<b>BAND 6</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	56674.80	58713.20	60915.40	63063.00	65338.00
BIWEEKLY	2179.80	2258.20	2342.90	2425.50	2513.00
HOURLY	31.14	32.26	33.47	34.65	35.90
<b>BAND 7</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	59969.00	62025.60	64337.00	66684.80	69123.60
BIWEEKLY	2306.50	2385.60	2474.50	2564.80	2658.60
HOURLY	32.95	34.08	35.35	36.64	37.98

**PAY RATES BY SCHEDULE**  
**35 HOURS /WEEK**

**EFFECTIVE 01-JAN-2021**  
**2.1% Increase**

<b>BAND 8</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	63172.20	65429.00	67849.60	70252.00	72891.00
BIWEEKLY	2429.70	2516.50	2609.60	2702.00	2803.50
HOURLY	34.71	35.95	37.28	38.60	40.05
<b>BAND 9</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	66411.80	68759.60	71289.40	73910.20	76512.80
BIWEEKLY	2554.30	2644.60	2741.90	2842.70	2942.80
HOURLY	36.49	37.78	39.17	40.61	42.04
<b>BAND 10</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	69560.40	72181.20	74711.00	77404.60	80280.20
BIWEEKLY	2675.40	2776.20	2873.50	2977.10	3087.70
HOURLY	38.22	39.66	41.05	42.53	44.11
<b>BAND 11</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	72891.00	75493.60	78205.40	81044.60	84047.60
BIWEEKLY	2803.50	2903.60	3007.90	3117.10	3232.60
HOURLY	40.05	41.48	42.97	44.53	46.18
<b>BAND 12</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	76130.60	78878.80	81736.20	84684.60	87760.40
BIWEEKLY	2928.10	3033.80	3143.70	3257.10	3375.40
HOURLY	41.83	43.34	44.91	46.53	48.22
<b>BAND 13</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	79370.20	82191.20	85194.20	88233.60	91509.60
BIWEEKLY	3052.70	3161.20	3276.70	3393.60	3519.60
HOURLY	43.61	45.16	46.81	48.48	50.28
<b>BAND 14</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	82573.40	85576.40	88725.00	91910.00	95167.80
BIWEEKLY	3175.90	3291.40	3412.50	3535.00	3660.30
HOURLY	45.37	47.02	48.75	50.50	52.29

**PAY RATES BY SCHEDULE**  
**40 HOURS /WEEK**

**EFFECTIVE 01-JAN-2021**  
**2.1% Increase**

<b>BAND 1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	46300.80	47944.00	49608.00	51459.20	53289.60
BI-WEEKLY	1780.80	1844.00	1908.00	1979.20	2049.60
HOURLY	22.26	23.05	23.85	24.74	25.62
<b>BAND 2</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	50003.20	51812.80	53643.20	55577.60	57574.40
BIWEEKLY	1923.20	1992.80	2063.20	2137.60	2214.40
HOURLY	24.04	24.91	25.79	26.72	27.68
<b>BAND 3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	53643.20	55577.60	57574.40	59654.40	61900.80
BIWEEKLY	2063.20	2137.60	2214.40	2294.40	2380.80
HOURLY	25.79	26.72	27.68	28.68	29.76
<b>BAND 4</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	57345.60	59363.20	61713.60	63814.40	66123.20
BIWEEKLY	2205.60	2283.20	2373.60	2454.40	2543.20
HOURLY	27.57	28.54	29.67	30.68	31.79
<b>BAND 5</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	61027.20	63232.00	65499.20	67953.60	70387.20
BIWEEKLY	2347.20	2432.00	2519.20	2613.60	2707.20
HOURLY	29.34	30.40	31.49	32.67	33.84
<b>BAND 6</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	64771.20	67100.80	69617.60	72072.00	74672.00
BIWEEKLY	2491.20	2580.80	2677.60	2772.00	2872.00
HOURLY	31.14	32.26	33.47	34.65	35.90
<b>BAND 7</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	68536.00	70886.40	73528.00	76211.20	78998.40
BIWEEKLY	2636.00	2726.40	2828.00	2931.20	3038.40
HOURLY	32.95	34.08	35.35	36.64	37.98

**PAY RATES BY SCHEDULE**  
**40 HOURS /WEEK**

**EFFECTIVE 01-JAN-2021**  
**2.1% Increase**

<b>BAND 8</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	72196.80	74776.00	77542.40	80288.00	83304.00
BIWEEKLY	2776.80	2876.00	2982.40	3088.00	3204.00
HOURLY	34.71	35.95	37.28	38.60	40.05
<b>BAND 9</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	75899.20	78582.40	81473.60	84468.80	87443.20
BIWEEKLY	2919.20	3022.40	3133.60	3248.80	3363.20
HOURLY	36.49	37.78	39.17	40.61	42.04
<b>BAND 10</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	79497.60	82492.80	85384.00	88462.40	91748.80
BIWEEKLY	3057.60	3172.80	3284.00	3402.40	3528.80
HOURLY	38.22	39.66	41.05	42.53	44.11
<b>BAND 11</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	83304.00	86278.40	89377.60	92622.40	96054.40
BIWEEKLY	3204.00	3318.40	3437.60	3562.40	3694.40
HOURLY	40.05	41.48	42.97	44.53	46.18
<b>BAND 12</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	87006.40	90147.20	93412.80	96782.40	100297.60
BIWEEKLY	3346.40	3467.20	3592.80	3722.40	3857.60
HOURLY	41.83	43.34	44.91	46.53	48.22
<b>BAND 13</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	90708.80	93932.80	97364.80	100838.40	104582.40
BIWEEKLY	3488.80	3612.80	3744.80	3878.40	4022.40
HOURLY	43.61	45.16	46.81	48.48	50.28
<b>BAND 14</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26 PAYS	94369.60	97801.60	101400.00	105040.00	108763.20
BIWEEKLY	3629.60	3761.60	3900.00	4040.00	4183.20
HOURLY	45.37	47.02	48.75	50.50	52.29