

Ottawa Community Housing Tentative Agreement Summary

On December 13, 2021, your CIPP Negotiating Team reached a tentative agreement to renew and amend your collective agreement with Ottawa Community Housing. Here is a summary of the changes that were achieved through collective bargaining. A ratification meeting and vote will be held online on January 13, 2022 at 12 PM. Changes to the collective agreement will be in effect on the date that both members and the employer have ratified the new agreement, unless otherwise indicated.

A. Economic increases and term of your Collective Agreement:

The parties have tentatively agreed to a three (3) year agreement with economic increases as per the following schedule:

- A general economic increase effective January 1, 2022 of 2.3%.
- A general economic increase effective January 1, 2023 of 2.1%.
- A general economic increase effective January 1, 2024 of 2.1%

B. There were several editorial and administrative changes that do not affect current rights or entitlements.

- I. Gender Neutral Language: Throughout your collective agreement, you will find the following changes have been made in an effort to make the document more inclusive and gender neutral:
 - a) He/She and His/Her have been replaced with "their", "they" or "the employee"
 - b) Grandfathered has been replaced with "Grandparented"
 - c) Chairman has been replaced with "Chairperson"
- II. Article 14 Recognized Holidays: The National Day for Truth and Reconciliation has been added to the list of Recognized Holidays
- III. Article 24 Insurance Plan: References to "Great West Life" have been changed to "Canada Life"
- IV. Article 27 Salaries: The Salary schedule will now be found at the back of your collective agreement within an appendix, yet to be titled.
- V. Article 42 Other Leaves Without Pay: Declared Emergencies and Infectious Disease Emergencies was added to the list of leaves without pay, in keeping with the Employment Standards Act.

This chart provides information about the changes in the tentative agreement. They are presented in the order they appear in your collective agreement.

Article	Existing language	Tentative new language (Changes have been highlighted in yellow)	What does it mean for you?
Article 3.02 Job Description - Classification	Where the Institute or any employee concerned considers that: (a) a newly established position or one which has just been reclassified has been assigned an improper classification in relation to the remainder of the classification system, or (b) the salary or rate assigned to a newly created classification is incorrect in relation to the remainder of the classification system, or (c) a significant change in the primary function and/or content of any position or classification has occurred to the extent that the position is improperly classified or the classification is incorrect in relation to the rest of the classification system, an employee may request through the employee's immediate supervisor, a review of their classification. It is understood that the review and results are not subject to appeal to grievance or arbitration.	Where the Institute or any employee concerned considers that: (a) a newly established position or one which has just been reclassified has been assigned an improper classification in relation to the remainder of the classification system, or (b) the salary or rate assigned to a newly created classification is incorrect in relation to the remainder of the classification system, or (c) a significant change in the primary function and/or content of any position or classification has occurred to the extent that the position is improperly classified or the classification is incorrect in relation to the rest of the classification system, an employee may request through the employee's immediate supervisor, a review of their job by the Joint Job Evaluation Committee (JJEC) considered in Article 33. It is understood that the review and results are not subject to appeal to grievance or arbitration.	Requests for review of a position will be handled by the newly established Joint Job Evaluation Committee. Article 33 (see below) proposes new language setting the role and parameters for the work of the committee.
Article 4.05 Changes in Normal Hours – Limitations on Changes	Where both parties agree, the hours of work (as set out in this Article 4) may be altered provided the requirements of the service are met. However, the limitations of seventy (70) hours per two (2) week period shall not be exceeded.	Where the employee and supervisor agree, the hours of work (as set out in this Article 4) may be altered provided the requirements of the service are met. However, the limitations of seventy (70) hours per two (2) week period shall not be exceeded. Should the agreed to hours of work no longer meet operational requirements, the Employer shall provide notice at least four (4) weeks in advance of the change, following which the employee will be scheduled in accordance with Article 4.04.	Where you and your supervisor have an agreement with regards to your hours of work, and where the employer can no longer fulfill this agreement in light of operational requirements, you will be provided with at least 4 weeks advance notice of any change.

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New - Article 4.08 Standby	NA	(a) An employee who is scheduled to remain on standby by the employer, outside the normal hours of work identified in Article 4.04, shall be entitled to:	The Employer may now schedule members on standby when operationally required.
		 I. One (1) hour of pay at straight time for each eight (8) hour period; II. Three and one-half (3.5) hours of pay at straight time for each 12-hour period when scheduled on standby during a statutory or declared holiday 	If/when they do, standby pay is set in this article. When called into work, standby pay ceases and the member's time is paid according to article 5.03 of the collective agreement.
		Where an employee is placed on standby for a shorter or longer period than the periods provided in (i) and (ii) above, the standby pay shall be pro-rated accordingly.	Where operationally feasible, the employer will provide a minimum of 7 days' notice of the scheduled
		Standby pay shall, however, cease where an employee is called into work under Article 5.03 and works during the period of scheduled standby.	standby; employees will not be placed on standby for more than 12 hours in every 4 week period.
		No standby payment shall be granted if an employee is unable to report for duty within a reasonable timeframe, when required.	Where operationally feasible, the employer will provide an equitable distribution of standby.
		 (b) Scheduling of Standby: Unless in circumstances where not operationally feasible, the Employer shall provide a minimum of seven (7) calendar days advance notice to the employee of the scheduled start of the standby, unless otherwise agreed by the employee. II. An employee shall not be scheduled on standby for more than twelve (12) hours in every four (4) week period, unless otherwise agreed by the employee. 	
		When scheduling standby, the Employer shall endeavour to provide for the equitable distribution of standby time, where operationally feasible.	

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Article 10 Bereavement Leave	10.03 Bereavement – Other Family Members An employee is entitled to Bereavement Leave with pay, of up to a maximum of three (3) consecutive working days, one (1) of which must be the day of the funeral, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, and foster parent. Employees may request such leave days not to be consecutive and such request shall not be unreasonably denied by the Employer.	10:03 Bereavement — Other Family Members An employee is entitled to Bereavement Leave with pay, of up to a maximum of three (3) consecutive working days, one (1) of which must be the day of the funeral, in the event of the death of the employee's or spouse's son-in-law, daughter-in-law, brother-in-law, sister-in-law, and foster parent., aunt, uncle, niece or nephew. Employees may request such leave days not to be consecutive and such request shall not be unreasonably denied by the Employer.	 10.03 – Bereavement – Other Family Members: now includes entitlement up to a maximum of 3 consecutive working days in the event of the passing of one of the family members listed in 10.03, related to your spouse. 10:07 – Consideration of Individual: additional time may be granted for travel purposes.
	If an employee while on annual leave suffers a Bereavement, the number of days of annual leave shall not be diminished by the entitlement to Bereavement Leave. Annual Leave may be extended with the consent of the supervisor.	If an employee while on annual leave suffers a Bereavement, the number of days of annual leave shall not be diminished by the entitlement to Bereavement Leave. Annual Leave may be extended with the consent of the supervisor.	
	10:07 Consideration of Individual Circumstances It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Manager may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different and/or for individuals other than those that are specifically provided for in Article 10.01, 10.02, 10.03, or 10.05.	It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Manager may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different and/or for individuals other than those that are specifically provided for in Article 10.01, 10.02, 10.03, or 10.05. This may include additional time for the purpose of travel to and from the funeral.	
Article 11.02 Personal Day with Pay	(e) If the employee takes any part of a day, the employer will deem the employee to have taken their full entitlement	(e) The Personal Day with Pay may be taken in half-day increments.	This change provides more flexibility with your leave options.
			Personal Day with Pay may now be taken in half day increments. Previously, taking any part of the personal Day with Pay would be deemed as having taken the full entitlement.

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New - Article 11.04 Citizenship Leave	NA	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	One day with pay to attend a formal hearing to become a Canadian citizen.
Article 12 Pregnancy and Parental Leave	12:01 Entitlement to Leave Without Pay An employee, upon written request to the Division Director, shall be granted Pregnancy and/or Parental Leave of absence, without pay, 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.	12:01 Entitlement to Leave Without Pay An employee, upon written request to the employer, 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. The employee shall, where possible, provide notice of at least four (4) weeks in advance of the commencement of such leave. 12:05 An employee shall provide written notification to the employer of at least four (4) weeks in advance of the expected date of return. This timeline may be waived upon mutual agreement of the employee and the supervisor.	Advance notification of 4 weeks will be provided to the employer when taking and returning from pregnancy and parental leave.
Article 24 Insurance Plan	24.06 Health Plan (d) Paramedical Services Five hundred dollars (\$500) per person per calendar year for each of the following services; Chiropractors, Podiatrists, Naturopaths, Osteopaths, Psychologists/Social Workers, Speech Therapists, Massage Therapists, Acupuncturists. Seven hundred and fifty dollars (\$750) per person per calendar year for Physiotherapists.	24.06 Health Plan (d) Paramedical Services Five hundred dollars (\$500) per person per calendar year for each of the following services: Chiropractors, Podiatrists, Naturopaths, Osteopaths, Speech Therapists, Massage Therapists, Acupuncturists. Seven hundred and fifty dollars (\$750) per person per calendar year for each of the following services: for Physiotherapists, Psychologists/Social Workers/Psychotherapists.	Paramedical services for psychologists/social workers now include psychotherapists. This benefit has also increased from \$500 per person per calendar year to \$750 per person per calendar year. A new Healthy Living Account increases and combines amounts under your existing Wellness Benefit and Health Care Spending account. It also allows you to allocate the money based on your needs.
	24:11 Wellness Benefit The Employer shall provide reimbursement for costs paid by an Employee, who has completed the probationary period,	24:11 Healthy Living Account The Healthy Living Account provides flexibility for Employees that have completed three (3) months of	 You will determine the allocation at the beginning of each year.

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	for expenses related to health and/or wellness initiatives, according to the following schedule: Up to five (5) years of service - \$100 per year Up to ten (10) years of service - \$150 per year Up to fifteen (15) years of service - \$200 per year Over fifteen (15) years of service - \$250 per year The Employer reserves the right to determine eligible expenses and shall exercise this right in a reasonable fashion. 24:12 Health Care Spending Account 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. 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.	continuous service by providing them with the ability to allocate funds between their Wellness Account and Healthcare Spending Account (HCSA) as outlined below, to a combined maximum of \$700 per calendar year. (a) Wellness Account Employees will receive reimbursement for their expenses related to health and/or wellness initiatives. The Employer reserves the right to determine eligible expenses and shall exercise this right in a reasonable fashion. (b) Health Care Spending Account 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). 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.	 All employees will be given \$700 to allocate, as they see fit, after having completed 3 months of continuous service. This increases your current entitlement, provides you with flexibility in using either the taxable Wellness Benefit or the non-taxable Health Care Spending Account and is more equitable as all members will now receive the same increased amount.
Article 27 Salaries	 27:02 Payment of Salary Employees shall be paid bi-weekly for services rendered at a salary rate within the scale for the classifications to which such employees have been appointed by the Employer. a. The hourly rate of pay is the official rate for all employees and the other rates of pay are for information purposes only. b. To calculate the annual salary multiply the hourly rate by the bi-weekly hours of work by 26.088. c. To calculate the 52 week salary multiply the hourly rate by the bi-weekly hours of work by 26.0. 	All employees shall be paid in in accordance with Appendix XX – Job Salary Schedule. Employees shall be paid bi-weekly for services rendered at a salary rate within the scale for the classifications to which such employees have been appointed by the Employer. The hourly rate of pay is the official rate for all employees and the other rates of pay are for information purposes only.	These changes have no impact on your rate of pay. The language has been simplified. The hourly rate is still considered the official rate of pay.

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	 d. To calculate the four-weekly rate multiply the hourly rate by the bi-weekly hours by 2. e. To calculate the weekly rate multiply the hourly rate by the weekly hours of work. f. To calculate the daily rate of pay multiply the hourly rate by the daily hours of work. 		
Article 30 Career Development	Consistent with the commitment of the Employer to the professional development of employees, managers will work with assigned employees to identify individual learning objectives that are related to the duties of the position. Appropriate training opportunities will be made available that will be funded by the employer and conducted during regular hours of work. Employees may also identify professional development opportunities that are available at other times or on the employee's own time for which the employee would like financial support from the Employer. A training request by an employee may be sent to the employee's immediate supervisor who will respond to the request in writing. If the request is refused, reasons for the refusal will be provided to the employee.	Consistent with the commitment of the Employer to the professional development of employees, the manager and the employee shall discuss the employee's training and professional development needs on an annual basis in alignment with the Performance Development Program. Managers will work with assigned employees to identify individual learning objectives that are related to the duties of the position and career goals. a) The employer shall make every reasonable effort to support employees in providing training and professional development opportunities in alignment with the duties of the employee's position and career goals as outlined through the Performance Development Program. b) Appropriate training opportunities in alignment with the duties of the employee's position and career goals will be made available that will be funded by the employer and conducted during regular hours of work. Employees may also identify professional development opportunities that are available at other times or on the employee's own time for which the employee would like financial support from the Employer. c) A training request by an employee may be sent to the employee's immediate supervisor who will respond to the request in writing. The employer shall make every	Changes have been made to better align with the Employer's Performance Development Program. They also reflect a stronger commitment to learning and development for our members. Requests are still made to your immediate supervisor and every reasonable effort should be made to approve relevant requests in line with the performance development program.

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		reasonable effort to approve requests. If the request is denied, reasons will be provided to the employee.	
Article 33 Job Descriptions and Job Evaluation	NA	 (a) The evaluation of positions within the bargaining unit shall be conducted by a Joint Job Evaluation Committee (JJEC). (b) One co-chair shall be appointed by the Institute and one co-chair shall be appointed by the Employer. (c) The JJEC shall be comprised of an equal number of members by the Institute and by the Employer. (d) A sufficient number of members will be appointed to enable the formation of rating teams that will not include individuals with a conflict of interest. (e) Incumbents will not rate their own position. (f) Managers will not rate a position which involves their direct reports. (g) All decisions and ratings by the JJEC will be made on the basis of consensus. (h) Should the JJEC be unable to agree upon the appropriate rating for a position, a third party may be engaged to mediate a resolution of the dispute. (i) All ratings of the JJEC will be binding on the parties and will not be subject to grievance. (j) The position reviewed, the factors assessed, and the decision of the committee including a summary rationale, shall be communicated to the incumbent in writing. (k) Decisions of the JJEC can be appealed by the incumbent, the Institute, or the Employer. An appeal must be supported by substantive information and will be addressed to the co-chairs of the JJEC. The committee will reconvene to reconsider the original information used to make its decision, and any new relevant information. The response of the JJEC to the appeal will be final and binding on all parties. 	Now introducing an official mechanism for the review and rating of positions. This new language sets out parameters for the functioning of the new Joint Job evaluation committee (JJECC). Decisions and ratings of the committee will be made based on consensus and will be final. The committee will review appeals supported by substantive information.

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Article 35	NA	35:06 Telework Arrangements	New language introduces telework to the agreement.
Alternative Work Arrangements		A Telework Arrangement allows for employees to perform the duties and responsibilities of their position from home, or at a location in close proximity to the work location, rather than commuting to an office. It is understood that employees working under an approved Telework Arrangement may be required for in-person office attendance as directed by their immediate supervisor.	Requests are made to the immediate supervisor and subject to operational requirements.
		Subject to operational requirements, the Employer shall consider employee requests for Telework Arrangements. An employee seeking approval for a Telework Arrangement will communicate their request in writing to their immediate supervisor. Approval is at the Employer's discretion. The Employer shall make every reasonable effort to approve Telework Arrangement requests. If a request is denied, reasons shall be provided to the employee.	
		The terms of the Telework Arrangement shall be mutually agreed to by the Employer and employee and shall be documented prior to the start of the arrangement. The Telework Arrangement shall be for a defined period of time and will be subject to renewal.	
		New Telework Arrangements may be subject to a one- month trial period.	
		It is understood that, with 4 weeks' notice, the immediate supervisor or employee may suspend or cancel the Telework Arrangement.	
New - Appendix XX Letter of Understanding – CIPP and Management Advisory Committee	NA	Building on ongoing and good faith conversations between the Employer and CIPP, and in recognition that it is to the mutual benefit of both the Institute and the Employer to continue to maintain a collaborative relationship, the parties agree to establish a CIPP and Management Advisory Committee.	Quarterly advisory committee meetings between OCH and CIPP will provide an important regular forum to discuss workplace matters that impact members. On the list of priorities to be discussed with the employer: return to work plans and the future of

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		The CIPP and Management Advisory Committee will provide for an exchange of information and ideas and a further opportunity to have meaningful discussions on areas of mutual interest including items related to but not limited to OCH's plans for the workplace of the future and its operational plans in alignment with OCH's strategic priorities. The purpose of the Committee will be to promote meaningful communication of information and ideas; however, it will not perform any of those functions which are exclusively the functions of Management and/or the Institute. 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 process. The Committee will meet on a quarterly basis or as needed, as mutually agreed to by the parties. The Committee shall include the Director, Human Resources and two (2) other management representatives and three (3) representatives of CIPP. It may also include any relevant stakeholders, as recommended and mutually agreed to by the parties.	working from home, growth and operational planning for asset management. Members and/or other stakeholders may be invited to participate in the advisory committee meetings as needed.
		The parties shall have their first meeting within 120 days from the renewal of the Collective Agreement.	