

# **COLLECTIVE AGREEMENT**

Between



and

**AMALGAMATED TRANSIT UNION, LOCAL 279**

April 1, 1996 to May 31, 1999

**AGREEMENT BETWEEN THE  
OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION  
AND THE AMALGAMATED TRANSIT UNION, LOCAL 279**

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BETWEEN:

OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION  
with head office at the City of Ottawa,  
hereinafter called "the Commission".

OF THE FIRST PART

AND:

AMALGAMATED TRANSIT UNION  
Local 279, hereinafter called "the Union"

OF THE SECOND PART

WITNESSETH that the parties hereto agree each with the other as follows:

GENERAL

CLAUSE 1 - MANAGEMENT FUNCTIONS

Section (1)1 - General Functions

- (1)1.1 The Union acknowledges that it is the exclusive function: of the Commission to:
- 1.1.1 maintain order, discipline and efficiency;
  - 1.1.2 hire, discharge, classify, transfer, promote, demote and discipline employees provided that a claim that an employee has been dealt with without reasonable cause may be the subject of a grievance as hereinafter provided.
- (1)1.2 Generally to manage and ensure the continuous operation of the public transit enterprise in which the Commission is engaged and without restricting the generality of the foregoing to determine the number, frequency and speed of runs, the arrangement of its transportation service and the location and type of equipment employed by it.

Section (1)2 - Manner of Exercising Functions

- (1)2 The Commission agrees that these functions shall be exercised as far as possible in such a manner as to maintain good working conditions and harmonious relations with the Union.

CLAUSE 2 - CONDITIONS

Section (2)1 - Bargaining Unit

- (2)1.1 The Commission agrees to bargain exclusively with the Union in respect to employees of the Commission forming part of the Bargaining Unit so long as the Union remains the certified bargaining representative. The employees included in the Bargaining Unit are all employees paid an hourly rate, including students and temporary employees performing Bargaining Unit work, except managerial and clerical staff, department heads, garage and plant supervisors, uniformed bus service supervisors, salaried instructors and newly hired employees on initial training.
- (2)1.2 The Commission desires to retain as many of its employees as possible in employment. To this end, the Commission expresses the intention that wherever possible and consistent with efficient operations, in the sole judgement of the Commission, positions that may become vacant within the Commission shall be filled from existing employees and qualified persons from the Inactive Roll.
- (2)1.3 The Commission agrees that an employee shall have access to his or her work record at reasonable times in order to determine whether or not the entries therein are true and accurate. If an employee's work record has remained clear for a period of two years following an entry into the record, the Commission agrees that entries, which in the Commission's sole opinion are of a minor nature, will be removed from the record without prejudice to the employee.
- (2)1.4 No employee shall be discriminated against and jeopardized in seniority standing or opportunity from promotion or suffer any loss of employment because of membership or activity in the Union.
- (2)1.5 The Union, its members and agents, agree not to intimidate or coerce employees into membership.
- (2)1.6 The Union shall furnish the Commission with a list of its officers and shall notify the Commission promptly of any changes.
- (2)1.7 The Union may post notices of meetings, bulletins or other matters of interest to their members at such places as are agreed by the Commission, provided that any document which is not merely an announcement of a meeting must be approved by the Commission before posting.
- 2)1.8 The Commission shall furnish the Union with a job description manual and shall from time to time notify the Union of any amendments thereto.

(Section (2)2 - Co-operation

- (2)2 The parties agree to co-operate fully in maintaining an efficient and uninterrupted transportation service and to further harmonious and rational labour relations.

Section (2)3 - Renewal and Termination

- (2)3 This Agreement, except as otherwise provided, shall be in effect from the 1st day of April 1996 to the 31st day of May 1999 and shall continue thereafter from year to year. If either of the parties hereto desires to revise or amend this Agreement in respect of a year commencing not earlier than the 1st day of June 1999, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1st day of April 1999, or any subsequent anniversary thereof.

Section (2)4 - Strikes and Lock Outs

- (2)4 In view of the previous harmonious relations between the parties, it is agreed that during the life of this Agreement, or while negotiations for renewal are in progress there shall be no strikes, slowdowns, stoppage or other interference with the operation on the part of the members of the Bargaining Unit, or any lockouts on the part of the Commission.

Section (2)5 - Contracting Out

- ~~(2)5 There will be no new contracting out during the term of this agreement if such contracting out would result directly in the lay-off of any bargaining unit incumbent of the work contracted out.~~

CLAUSE 3 - EMPLOYMENT CONDITIONS

Section (3)1 - Seniority

- (3)1.1 Seniority shall be determined by the dates of employment as adjusted and appearing on the seniority list published from time to time.
- (3)1.2 After an employee has passed the preliminary examination he or she shall be considered as on probation for a period of twelve months. At the end of this period the employee shall be subject to a final examination by the Division or Department and, if found satisfactory, seniority shall be established as of the date of hire. }<sup>36</sup>

- (3)1.3 All things being equal, seniority shall prevail at all times.

Section (3)2 - Lay-Off and Recall

- (3)2 In case of reduction of staff in a particular Division or Department, the last employee hired shall be the first to be laid off, and in case of recall, the last employee laid off shall, be the first to be recalled. It is understood by both parties that the efficient operation of the system may make it necessary to waive or modify this rule. The Commission agrees that before waiving or modifying the rule, it shall discuss the problem fully with the representatives of the Union. Any decision by the Commission in this respect may be appealed by the Union through the grievance procedure.

Section (3)3 - Temporary Absence/Leave of Absence/Maternity Leave/Parental Leave

- (3)3.1 The Commission may grant an employee, upon written application, one temporary absence in any calendar year. If such temporary absence is granted by the Commission, it shall be confirmed in writing. Failure of the employee to return to work after such temporary absence has expired shall be sufficient cause for termination of employment.
- (3)3.2 The Commission may grant an employee, upon written application, one leave of absence in any calendar year. If such leave of absence is granted by the Commission, it shall be confirmed in writing. Failure of the employee to return to work after such leave of absence has expired shall be sufficient cause for termination of employment.
- (3)3.3 A female bus operator according to the Medical Criteria of the Commission, shall not drive a bus unless certified as medically fit to do so by her obstetrician as early as possible in the pregnancy. The obstetrician's report shall also state the expected date of confinement. In any event, a female bus operator shall not continue to drive after the beginning of the 6th month of her pregnancy. 63
- (3)3.4.1 A female employee, upon written application, shall be granted maternity leave and parental leave under the provisions of the Canada Labour Code. The terms and conditions of this leave shall be confirmed in writing by the Commission.
- (3)3.4.2 Effective from November 1, 1991, during the 2 week waiting period and the 15 weeks that the employee is eligible for Unemployment Insurance maternity leave benefits, the employee will receive payments from the Supplementary Unemployment Benefit Fund to bring her combined U.I.C. and S.U.B. payments to 93% of her normal pay.



- (3)3.4.3 While on maternity leave or parental leave as provided under this Section, an employee will earn vacation leave credits and be entitled to continued coverage under all benefit plans. If the employee does not wish to continue contributions to the Pension Plan, the employee may opt out of that plan.
- (3)3.4.4 The employee will continue to accumulate seniority while on maternity leave or parental leave as provided under this Section.

Section (3)4 - Union Activities

- (3)4.1 Employees who may be members of a committee or officers of the Union or delegates to a convention of the Union may be granted the necessary days leave of absence in any one calendar year without loss of seniority.
- (3)4.2 Any employee elected to a full time office or position in the Union or any other body with which the Union is affiliated, shall, upon written application to the Director, Employee Relations, be granted leave of absence without loss of seniority for the duration of the period he or she is so acting. Upon retirement from said office, the employee shall be reinstated in his or her former employment and seniority; provided the employee is qualified after having received the normal training required to fill such a position at the time of reinstatement

Section (3)5 - Vacancies/Job Postings

- (3)5.1 Any new full time post added to the establishment within the Bargaining Unit shall be posted on the appropriate Commission bulletin boards in a prominent place for 7 working days or such other period as the parties may agree and applications shall be received subject to the procedures which follow. In the event the posting is cancelled, the poster shall be so marked, dated and left on the bulletin boards for a further 7 working days.
- (3)5.2 Where a job vacancy occurs in any Department covered by this agreement and involves a job provided in the authorized establishment, the Commission shall, before filling such vacancy with a new employee, make the vacancy available to existing employees. The same posting procedure shall apply as outlined in Subsection 5.1 above.
- (3)5.3 Employees who are disabled from their own occupation and under rehabilitation will be considered for employment in the summer student program before students are hired.

- (315.4 Any appointment shall be a function of Management, but the Union shall be informed by the Director, Personnel Administration, concurrent with the appointment.
- (3)5.5 In order to be considered eligible, an employee must apply on the proper form to the Personnel Administration Department.
- (3)5.6 First priority of selection shall be given to an employee in the Department in which the vacancy occurs. If there is no suitable employee, second priority shall be given to an employee of the Division in which the vacancy occurs.
- (3)5.7 Where in the opinion of the Commission an existing employee could fill a position satisfactorily following a suitable period of training, a trainee position for that job may be established and the employee appointed to that position. The employee shall receive a rate of pay 10% less than the hourly Appendix "A" for the first 3 months and 5% less than the hourly rate-during the second 3 months: Thereafter, the trainee shall be entitled to the rates of pay provided for the job as set out in Appendix "A".
- (3)5.8 If a position cannot be filled satisfactorily from existing employees who apply, the Commission may recruit from applicants who are not at the time employees.
- (3)5.9 The Commission agrees to to make available to the Union details of training programs as established from time to time.
- (3)5.10 The Commission agrees that the position of Booking Clerk, which does not come within the Bargaining Unit and is not covered by Appendix "A" of this Agreement, shall be posted whenever salaried Booking Clerks are not available.
- (3)5.11 Operators will not be permitted to bid or transfer to Equipment Division positions during their initial one year probationary period.

Section (3)6 - Transfers and Promotions

- (3)6 The following shall be the status of an employee who requests or accepts a transfer from one Division to another Division, from one Department to another Department of the same Division or accepts a job outside the Bargaining Unit:
- 6.1 Employees Transferring to a Job From One Division to Another

- 6.1.1 When an employee moves from one Division to a job in another Division the employee shall retain seniority in the former job classification for 120 calendar days. Seniority in the new job classification shall accumulate from the date of transfer.
  - 6.1.2 When an employee wishes to return to a former job classification, a request must be made to the Commission in writing. The Union will be advised of the request.
  - 6.1.3 If the request to return to a former job classification is made before the employee has completed 120 calendar days in the new job, the Commission shall fulfil the request whenever there is a vacant post on the authorized establishment and as soon as the employee's current department can release him or her without loss of efficiency. When the employee returns to the former job classification, there shall not be any loss of seniority.
  - 6.1.4 If the request to return to the former job classification is made after the employee has completed 120 calendar days in the new job the Commission shall fulfil the request whenever there is a vacant post on the authorized establishment. When the employee returns to the former job classification, the employee's seniority status shall be that which he or she had in the job classification at the date of the original transfer.
- 6.2 Employees Transferring to a Job From One Department of a Division to Another Department of the Same Division
- 6.2.1 When an employee moves from one Department of a Division to a job in another Department of the same Division, the employee shall retain seniority in the former job classification for 120 calendar days. Seniority in the new job shall accumulate from the date of transfer.
  - 6.2.2 When an employee wishes to return to a former job classification, a request must be made to the Commission in writing. The Union will be advised of the request.

6.2.3 If the request to return to a former job classification is made before the employee has completed 120 calendar days in the new job, the Commission shall fulfil the request whenever there is a vacant post on the authorized establishment. When the employee returns to the former job classification, there shall not be any loss of seniority and it shall be that which the employee had when the employee transferred.

6.2.4 If the request to return to a former job classification is made after the employee has completed 120 calendar days in the new job, the Commission shall fulfil the request whenever there is a vacant post on the establishment. When the employee returns to the former job classification, the employee's seniority status shall be that which he or she had in the job classification at the date of the original transfer.

6.3 Employees Transferring to a Job Outside the Bargaining Unit

6.3.1 When an employee moves to a job outside the Bargaining Unit, the employee shall retain seniority in the former job classification for 120 calendar days provided the employee pays dues to the Union during the 120 calendar days. Seniority in the new job shall accumulate from the date of transfer.

6.3.2 When an employee wishes to return to a former job classification, a request must be made to the Commission in writing. The Union will be advised of the request.

6.3.3 If the request to return to the former job classification is made before the employee has completed 120 calendar days in the new job, the Commission shall fulfil the request whenever there is a vacant post on the authorized establishment. When an employee returns to the former job classification, there shall not be any loss of seniority provided the employee had paid dues to the Union.

6.3.4 If the request to return to the former job classification is made after the employee has completed 120 calendar days in the new job, the Commission shall fulfil the request whenever there is a vacant post on the authorized establishment. When the employee returns to the former job classification, the employee's seniority shall be that which he or she had in the job classification at the date of the original transfer.

6.4 Temporary Transfers

6.4.1 Whenever a job vacancy occurs due to a temporary absence, vacation, extended period of illness or any other cause whereby the absent employee maintains seniority, if the establishment does not provide for a suitably trained relief, the vacancy shall be filled by the Commission in accordance with the Booking Rules. If an employee already on the establishment is assigned to the job, he or she shall continue to accumulate seniority in his or her regular job.

6.4.2 When an employee is transferred or allowed to transfer to a temporary job within or outside the Bargaining Unit, seniority shall continue in the former job until the employee returns to his or her former job or the temporary job becomes permanent.

Section (3)7 - Discipline

(3)7.1 The Commission agrees that an employee whose work is of such a standard as to justify discipline shall be specifically warned by the authorized supervisor with reasons stated in writing. A copy of such notice shall be sent to the Union. The employee can, if he or she so desires, be accompanied by a Union Representative when appearing before the supervisor. An employee reporting for discipline shall be informed of the nature of the charge against him or her and the basis of the discipline rendered shall be on the facts of the case. The Commission agrees that an employee shall not be censured in public for disobedience of the rules.

(3)7.2 When a disciplinary report on any member of the Union has been recorded in writing, one copy shall be placed in the employee's file, one copy shall be given to the employee, and unless the employee disagrees, one copy shall be forwarded to the Union immediately. Offences of which the employee was

not previously informed shall not be taken into consideration when rendering discipline. The discipline record of an employee, except under extraordinary circumstances, shall not be considered beyond the previous two years.

- (3)7.3 Entries of a minor nature shall, after a lapse of two years during which the employee's record has been clear of similar minor offences, not be taken into consideration by the Commission for any purpose.
- (3)7.4 The Commission shall pay a minimum of two (2) hours at basic hourly rates of pay once per calendar year to an employee who attends a performance-related interview in the administration offices with an officer of the Commission, outside of the employee's regular working hours. For subsequent interviews, such payment will be made only if the employee was called in as a result of a management error or as a result of a passenger complaint or supervisory report about an incident in which the employee is found to have performed in a fully satisfactory manner.
- (3)7.5 If the reporting as mentioned in Subsection 7.4 exceeds two (2) hours, the officer of the Commission shall authorize such additional pay as may be just and reasonable.
- (3)7.6 An employee may, once during a calendar year, inspect his or her own Divisional record. Such inspection shall be made during normal business hours at a time suitable to both the employee and the Commission.
- (3)7.7 Part-time Instructors will not conduct riding checks on operators relating to discipline.
- (3)7.8 Hours worked by an operator on a day when he or she has slept in will be recorded. on the operators' absenteeism card.
- (3)7.9 When the Commission reviews absenteeism records for disciplinary purposes it will not consider three absences with permission in each calendar year as occurrences if the permissions were granted. Refer to Divisional Rules and Regulations pertaining to Reporting For Duty.

#### Section ( 3)8 - Termination

- (3)8.1 The Commission reserves the right to terminate employees for just cause. Without limiting the generality of the foregoing, just cause shall include but not be limited to:
- incompetence, drug abuse, being under the influence of drugs or alcohol, intoxication, absenteeism, drunkenness, dishonesty, repeated minor violations of the rules, theft, insubordination, disorderly conduct, falsification of

records, consistent use of foul or abusive language, consistent failure to report for duty without a bonafide reason, unprovoked assault on employer or employer's representative, consistent incivility to passengers, gross negligence of any kind.

- (3)8.2 Before terminating an employee, the Commission shall carry on a full and fair investigation. Immediate suspension may take place if the Commission believes there is serious danger to other Commission employees or property or the general public.
- (3)8.3 When an employee has been placed on suspension pending termination, the Commission will pay the employee his or her basic hourly rate of pay during the period of the Commission's investigation.
- (3)8.4 Should such investigation disclose the guilt of the employee beyond reasonable doubt, then the employee shall be terminated immediately and given five working days to appeal the Commission's decision.
- (3)8.5 Coincident with the Commission's decision, the Union shall be notified of the employee's termination.

Section (3)9 - Accident Reports

- (3)9 Employees shall be paid one hour at their current basic hourly rates of pay for preparing reports except in the case of preventable accidents.

Section (3)10 - Medical and Trade Examinations

- (3)10.1 Employees who are required to take medical or trade examinations which fall during normal working hours or who do not have sufficient time to take a driving examination outside of working hours, shall receive up to 2 hours pay at their regular basic hourly rates of pay provided prior authorization has been received from the Division. Employees are normally expected to arrange such appointments outside of their working hours.

- (3)10.2 Employees shall be reimbursed an amount up to the fee payable to the Preferred Provider Network for obtaining the medical certificate necessary for the applicable work- required driver's license. This payment shall be made to each eligible employee a maximum of once every three(3) years.

Section (3)11 - Employee Training Programs

- (3)11.1 When an employee is required to attend training programs such as the Defensive Driving Course, the Cyclical Program, the *Ambassador Program, Air Brake Endorsement training or any similar mandatory training programs or courses, attendance may be scheduled on the employee's scheduled work day or on a paid basis on the employee's day off.*

- (3)11.2 *There will not be any payment for overtime which the employee*  
may have been able to obtain outside of his or her regular  
work.
- (3)11.3 An employee required to attend a training program or course  
on his or her day off shall be paid at straight time or, at  
his or her option, the employee may select a day in lieu to  
be taken at a mutually agreeable time. All lieu days earned  
under this section shall be valued at eight hours.
- (3)11.4 An employee required to attend a training program or course  
on his or her scheduled work day but outside of and in  
addition to his or her scheduled hours of work shall be paid  
at straight time for such attendance unless the training  
program or course is normally offered to other employees in  
the same job classification during their working hours. In  
such cases payments will be made at overtime rates.
- (3)11.5 If training takes place during an operator's scheduled work  
day, an operator booked at the General Booking on 7 1/2 hours  
of work or less, shall be paid 7 1/2 hours pay for the day.  
All other operators will be paid the time they booked at the  
General Booking.

Section (3)12 - Bereavement Leave

- (3)12.1 An employee shall be granted paid bereavement leave as  
follows :
- 12.1.1 upon the death of a spouse, common-law spouse, child,  
father, mother, a maximum of 4 working days up to and  
including the day after the funeral.
- 12.1.2 Upon the death of a brother, sister, mother-in-law,  
father-in-law, a maximum of 3 working days up to and  
including the day of the funeral.
- 12.1.3 Upon the death of a brother-in-law, sister-in-law,  
grandparent (of either the employee or the employee's  
spouse or common-law spouse) grandchild, son-in-law,  
daughter-in-law, a maximum of 2 working days up to  
and including the day of the funeral.
- (3)12.2 When a bereavement occurs while the employee is on vacation,  
the vacation period shall be extended by the number of days  
of bereavement leave that the employee would have been  
granted had he or she been scheduled to be at work.



- (3)12.3 If the bereavement leave occurs on a general or designated holiday on which the employee was scheduled to work, the employee shall receive a normal day's pay for the holiday and a normal day's pay for the bereavement leave.

Section (3)13 - Jury and Witness Duty

- (3)13.1 Any employee called upon to serve on jury duty, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings shall notify his or her department at the earliest possible moment and submit a copy of the notice of jury duty selection or subpoena before being relieved from duty, unless there is insufficient time to do so. The employee shall be allowed regular wages or hours lost including any overtime hours selected at a General Booking less any amount received by way of fees for service on a jury or as a witness. Payments under this Section do not constitute work performed for any purpose, including the calculation of entitlement for overtime.
- (3113.2 When an employee has been called for jury selection and is not selected to serve on a jury or the jury duty has ended or when an employee has been subpoenaed as a witness and is relieved from the duty to continue attending as a witness at the proceedings, the employee must report to his or her department and make himself or herself available for any work falling within his or her normal working hours. The onus shall be upon the employee to ascertain from the appropriate authority if his or her continued attendance is required in the event of any adjournment.
- (3113.3 When an employee has been called for jury selection or subpoenaed as a witness, the employee is to have a clear nine hours of rest before reporting to the Sheriff's office or the specified legal proceeding.
- (3)13.4 When an employee has been selected to serve on jury duty or subpoenaed as a witness on a scheduled work day and, as confirmed in writing by an appropriate authority, spends four or more hours on such service, whether or not it falls outside the employee's scheduled working hours, the employee shall be excused from reporting to work and shall receive payment in accordance with (3113.1).
- (3)13.5 Payment shall be made to an employee who is subpoenaed to appear as a Crown witness on his or her own time if the witness duty is job related.
- (3)13.6 When as a result of a job related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the employee will be allowed to bank a lieu day to be taken at a time approved by the Commission.

(3)13.7 An employee who is subpoenaed in relation to participation in activities outside the Commission shall not be eligible for payment for time lost from work as provided in (3)13.1.

Section (3)14 - Legal Proceedings

(3)14 The Commission agrees that employees shall be compensated for all time spent attending legal proceedings, including interviews with Commission Solicitors, arising out of an occurrence and/or infraction under the Highway Traffic Act while in charge of a Commission vehicle, subject to the following conditions:

14.1 if, at the completion of a Civil Action, the Commission is found to be responsible due to the negligence of the employee, the employee shall be compensated only for normal work shifts lost during the proceedings;

14.2 if, following the hearing of a Highway Traffic Act infraction, the employee is found to be guilty, the employee shall not be compensated for normal work shifts lost or time spent beyond normal working shifts. If the charge is dismissed, the employee shall be compensated for normal work shifts lost.

Section (3)15 - Medical Fitness

(3)15.1 The Union recognizes the responsibility of the Commission to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.

(3)15.2 The Commission respects the confidentiality of employee medical records. Under normal circumstances, the Commission also recognizes the entitlement of its employees to their own choice of physician.

(3)15.3 Where the Commission specifies on reasonable grounds that it is of the opinion that an employee may be medically unfit to work on a regular basis, the Commission may require the employee to provide, \*at his or her own expense, a Certificate of a licenced physician attesting to his or her fitness for work.

(3)15.4 Where the Commission specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work or may jeopardize the safety of others, notwithstanding the delivery of the Certificate, the Commission shall meet with the employee (and his or her Union representative, if the employee so requests) to discuss the work performance of the employee.

- (3115.5) Following such meeting, where the Commission specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work, it may require the employee to provide, at his or her own expense, a further Certificate of a licensed physician attesting to his or her fitness for his or her work, and certifying that the physician has fully informed himself or herself of the nature of such work by discussing it and the employee's medical condition with the Commission physician. For these purposes, it is recognized that the Commission has the right to send the employee to the Commission physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the Commission physician to be able to provide the Commission with a medical opinion as to the employee's fitness to work.
- (3115.6) Where the Commission specifies on reasonable grounds, and on the advice of the Commission physician, that it continues to be of the belief that an employee may be medically unfit for work, notwithstanding the provision of the Certificates mentioned in Subsections 15.3 and 15.5, it may require the physicians of the employee and the Commission to jointly select a third physician, who shall examine the employee and provide a further Certificate attesting to the fitness or unfitness of the employee for work. The Certificate shall be conclusion of the issue of fitness for work. If the employee is certified fit to do his or her job the Commission shall pay the cost of securing that Certificate. If the employee is certified as being unfit to do his or her job, it shall be the employee's responsibility to first have a claim for that physician's services submitted to the appropriate Provincial Health Insurance Plan. If that claim is denied, the Commission will undertake to pay for the costs of obtaining the Certificate.
- (3115.7) The Commission's intention is to provide material assistance to employees whose work performance may be affected by an existing or oncoming medical condition. As provided in the Employee Assistance Program of the Commission and at an employee's request, the Commission shall arrange at its expense for the employee to be assessed by the Commission's physician, or by such other specialists as the Commission's physician shall recommend. The results of the assessment shall be completely confidential as between the employee and the physician, and shall not be disclosed to the Commission.

Section (3)16 - Licence Requirements

- (3116.1) All employees who drive Commission vehicles shall at all times be in possession of a valid driver's licence with the appropriate class and such driver's licence shall be shown to Commission Officials on request.

(3)16.2 When an employee has experienced a medical condition which would normally lead to the revocation of his or her licence under the relevant licencing legislation, the employee must take the following steps to expedite his or her return to work. The Employee Relations Officer, Human Resources Division, will provide advice on the appropriate procedures and assist in processing the required documentation. The employee must:

16.2.1 ensure that the appropriate provincial authorities are informed at the earliest possible moment by himself or herself or by his or her physician or specialist so that the formal revocation may take place or, depending upon the circumstances of the case, that a waiver application will be filed once the employee has sufficiently recovered from the illness;

16.2.2 once a diagnosis of recovery has been received, apply for reinstatement of the licence or waiver, as the case may be, and

16.2.3 inform the Commission as soon as the licence has been reinstated or the waiver has been granted.

The employee will not be permitted to book work at a General: Rooking for which the 'licence' is required unless there is a reasonable expectation that the reinstatement of the licence or waiver will be granted before or during- the booking. The employee will not be permitted to resume driving duties until the above steps have been completed.

(3)16.3 If an employee who is required to hold an Ontario Class "CZ" licence or equivalent as a condition of employment has such licence cancelled, suspended or downgraded by the Provincial authorities for other than medical reasons:

16.3.1 while operating a Commission vehicle and engaged in work activity:

such an employee shall have his or her employment with the Commission terminated immediately;

16.3.2 while operating a vehicle not associated with assigned work activity and if the suspension, cancellation or downgrading of the licence is for one year or less:

the employee shall be placed on a suspension without pay for a maximum period of one year or until the licence is again restored, if earlier.

If the employee does not report for work immediately after the licence has been restored or, if at the end of the one year period, the licence has not been restored, the employee's employment with the Commission shall be terminated immediately.

- (3116.4) If a second suspension of an employee's licence occurs beyond the provisions of 16.3 above for any duration whatsoever, the employee shall be subject to instant dismissal.
- (3116.5) Any employee who fails to notify the Commission in writing of a change in the status of the driver's licence required for his or her job shall be subject to disciplinary action or termination.
- (3116.6) Any probationary employee who is required to hold an Ontario Class "CZ" licence or equivalent as a condition of employment and has such licence cancelled, suspended or downgraded for other than medical reasons shall have his or her employment with the Commission terminated immediately.
- (3116.7) The Commission recognizes that changes may occur in the law with regard to the length of time for licence suspensions for a first offence and agrees to modify Clause 3, Section 16, Subsection 16.3 of this agreement consistent with the change in the law.

#### CLAUSE 4 - PAY AND HOURS OF WORK

##### Section (4)1 - Hours of Work

- (4)1.1 The General Booking of Transportation Operations Division employees shall take place four times a year or more frequently if the Commission deems it necessary.
- (4)1.2 The General Booking of Equipment Division employees shall take place two times a year or more frequently if the Commission deems it necessary.
- (4)1.3 Subject to the Booking Sheets, 80 hours in a two week pay period shall constitute the normal working hours.
- (4)1.4 When overtime work is required, the Commission agrees to make every effort to arrange all overtime work by seniority.
- (4)1.5 All employees shall be available for emergency work whenever called for; emergency work being deemed to be such work as is not reasonably foreseeable.

- (4)1.6 Employees shall not be obliged to work in excess of eight hours during one day unless overtime rates are paid as prescribed by this agreement.
- (4)1.7 Booked operators who voluntarily select additional work over and above their normal day's work are required to continue such work for the remainder of the Booking or until satisfactory arrangements have been made with the Transportation Operations Division for such operator to be relieved of such work.
- (4)1.8 Payments for standby time for spare operators, make-up time, pay-through time and allowances do not constitute work performed. They will not be included in the calculation of entitlement for overtime or days off unless specifically provided for elsewhere in this agreement.

Section (4)2 - Rates of Pay

(4)2.1 Training Rates

Employees during an initial training period shall receive the appropriate training rate for the position.

(4)2.2 Probationary Periods

An employee during the first four months of the probationary period shall receive the basic hourly rate less 15% and during the second four months of the probationary period shall receive the basic hourly rate less 10% and during the third four months of the probationary period shall receive the basic hourly rate less 5%.

(4)2.3 Job Classification Rate

An employee, upon the successful conclusion of the probationary period, shall be entitled to the job classification rate as set out in Appendix "A" of this Agreement.

(4)2.4 Sundays

Pay for regular work shall be time and one quarter of the employee's basic job classification rate.

(4)2.5 Overtime

2.5.1 An employee shall be paid one and one-half times the job classification rate for the time worked in excess of eight hours during one day at the job classification rate for the work which created the overtime.

- 2.5.2 Operators who may be required to perform overtime work of a non-platform nature shall be paid at the job classification rate for the work that created the overtime.
- 2.5.3 An employee who works on his or her day off and has worked all regular booked hours in a pay period or has been absent on paid leave shall be paid at one and one-half times the basic job classification rate of the work performed. The procedures relating to voluntary days off work shall be as set out in the Booking Rules.

(4)2.6 Banking of Overtime

- 2.6.1 When an employee works exception-based overtime (i.e. overtime booked or required outside of the general booking), he or she will have the choice of receiving cash payment or of placing the hours in an overtime bank.
- 2.6.2 The only hours eligible for overtime banking are those which are subject to overtime rates. All hours subject to straight-time or quarter-time premium payment will be paid out with the normal pay.
- 2.6.3 Any banked hours from the above provisions may, at the discretion of the employee, be used in one of three ways:
  - a) Annual vacation, in a single block of 5 days at 8 hours (40 hours) to be taken off as a single week of vacation in the year following the year in which it is earned. This vacation will be booked according to seniority and normal vacation booking procedures along with the employee's other earned vacation. The opportunity to transfer a block of 40 hours to vacation will be provided annually prior to the vacation establishment planning to permit additional holiday spares as necessary.
  - b) A pre-retirement leave bank, in which the employee may place all or part of the banked overtime hours. When transferred, each hour will be credited into the retirement leave bank as an hour and a half.
  - c) All remaining hours in the overtime bank will be paid out to the employee in a lump sum prior to the end of the calendar year, at the rate of one and a half times the employee's job classification rate.

(4)2.7 Pre-Retirement Leave

- 2.7.1 Hours in an employee's pre-retirement leave bank may, at the discretion of the employee, be used to advance the employee's departure from active employment prior to his or her official retirement date or be paid out in cash at the actual time of retirement.
- 2.7.2 While on this pre-retirement leave, the employee shall be deemed to have retired from the OC Transpo payroll and shall only be entitled to the benefits set out below. The hourly rate of pay at which the pre-retirement leave is paid will be that which the employee was receiving at the time of commencing the leave.
- 2.7.3 While on this pre-retirement leave, the employee shall receive the insurance benefits as described in Clause (8)3.9.1. The employee will also continue to accrue pension credits. He or she will not accumulate further vacation leave credits or be entitled to general or designated holiday pay.
- 2.7.4 If the employee should leave the Commission for any other reason prior to retirement, then a cash payment will be made at that time.

(4)2.8 Employees shall be paid by direct deposit to their bank accounts in accordance with procedures to be agreed upon by the parties.

(4)2.9 Cost of Living Adjustment

- 2.9.1 A Cost of Living Adjustment will be paid to employees for the period January 1 to December 31, 1992, if the Ottawa Regional Consumer Price Index increases in 1992 by more than 6.82% over the December 1991 index.
- 2.9.2 The Cost of Living Adjustment will be paid promptly in cash following publication by Statistics Canada of the Ottawa Regional Consumer Price Index in January 1993. When the adjustment is paid it will be calculated as a percentage of the employee's hourly rate multiplied by the number of hours worked in 1992.
- 2.9.3 The formula for calculating the Cost of Living Adjustment shall be expressed as follows:
  - 1) 
$$\frac{\text{Dec. 1992 Index} - \text{Dec. 1991 Index} \times 1008 - 6.82\%}{\text{Dec. 1991 Index}}$$

= Percentage Increase



$$\begin{aligned} & 2) \text{ Percentage Increase } \times \text{ Employees Hourly Rate} \\ & \quad \times \text{ No. of Hours Worked in 1992} \\ & \quad = \text{Cash Adjustment} \end{aligned}$$

2.9.4 This Cost of Living Adjustment Clause shall expire concurrently with this Agreement.

Section (4)3 - General and Designated Holidays

(4)3.1 The following are general statutory holidays:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

(4)3.2 The following are designated holidays:

Civic Holiday  
Easter Monday

(4)3.3 The holidays listed in 3.1 and 3.2 above may be celebrated on dates coincident with their celebration by the Federal Public Service.

(4)3.4 When a statutory or designated holiday results in reduced service on two days, operators who normally work on the day which does not attract statutory holiday pay will have the option to work. Those who choose to work and for whom there is no run or spare slot available will be given a spare assignment and will report to a depot. Those who choose to step down will have the day off without pay.

(4)3.5 An employee whose work schedule requires him or her to work on any of the holidays listed in 3.1 and 3.2 above shall be compensated for time worked on such days by a normal day's pay plus pay equal to one and one-half times the employee's basic hourly rate of pay for all hours worked.

(4)3.6 If an employee does not work on one of the holidays listed in 3.1 and 3.2 above because the day falls on the employee's scheduled day off, the employee shall be paid a normal day's pay.

- (4)3.7 If an employee whose scheduled day off falls on one of the holidays listed in 3.1 and 3.2 above is required to work, the employee shall receive, in addition to a normal day's pay, pay in an amount equal to one and one-half times the employee's basic hourly rate of pay for all hours worked.
- (4)3.8 Notwithstanding the above provisions, in respect of an employee who does not work on a holiday, such an employee shall not be entitled to receive pay for the holiday if:
- 3.8.1 the employee received Sick Benefit, WCB or LTD payments for the holiday;
  - 3.8.2 the employee had not received wages for work performed for at least 15 days during the thirty calendar days immediately preceding a holiday unless the employee had returned to work and had been in receipt of Sick Benefit, WCB or LTD payments;
  - 3.8.3 there is any period in which the employee is not receiving regular wages.%%
- (4)3.9 An employee who is on authorized vacation when a general or designated holiday occurs shall be paid the wages for that holiday at the employee's basic hourly rate of pay. In lieu of the above arrangement the Commission may, at its option, grant the employee an alternate day off at the employee's basic hourly rate of pay at a future time to be selected by the employee at the General Booking. All lieu days earned from general statutory or designated holidays shall be valued at eight hours.

## CLAUSE 5 - GRIEVANCES

### Section (5)1 - Grievance Procedure

- (5)1.1 The Commission and the Union agree that it is in the best interest of both parties that complaints and grievances shall be adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the authorized supervisor involved must be given full opportunity to investigate and adjust the complaint.
- (5)1.2 In order for a complaint to be considered valid an employee must bring a complaint to the attention of the authorized supervisor within five working days of an incident.

(5)1.3 If the complaint is not satisfactorily resolved within five working days, the employee may choose to have recourse within twenty-one calendar days to the grievance procedure as follows:

1.3.1 Step 1

The employee shall submit the grievance in writing on forms provided by the Commission to the authorized supervisor. The employee may choose to have the assistance of a Union official. If a settlement satisfactory to the employee concerned is not reached within five working days or a time period mutually agreed upon, the grievance may at the end of this period and within five working days proceed to Step 2.

NOTE: Security & Claims Department grievances are exempt from the Step 2 procedure and proceed directly to Step 3.

1.3.2 Step 2

The employee or the Union shall present the grievance to the Division Manager. The employee may choose to have the assistance of a Union official. If a settlement of the Division Manager or his or her delegate satisfactory to the employee concerned is not reached within five working days or a time period mutually agreed upon, the grievance may at the end of this period and within five working days proceed to Step 3.

1.3.3 Step 3

The employee or the Union shall present the grievance to the General Manager. The employee or the Commission may choose to have the Union Executive in attendance at a meeting with the General Manager or his or her delegate. If a settlement satisfactory to the employee concerned or the Union is not reached within five working days or a time period mutually agreed upon, the grievance may at the end of this period and within one month be referred to a Board of Arbitration.

Section (5)2 - Arbitration

(5)2.1 Upon receipt by the General Manager of written notice from the President of the Union of the desire to arbitrate the grievance, the Commission and the Union shall each appoint an arbitrator within 5 working days. The two arbitrators shall within 5 working days after appointment agree upon a third

arbitrator who shall be Chairman of the Board of Arbitration. Where the arbitrators are unable to agree upon a Chairman, either arbitrator may request in writing that the Minister of Labour appoint a Chairman. If the parties so agree, a single Chairman mutually agreed upon shall arbitrate the case.

- (5)2.2 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure. Unless mutually agreed, any grievance which is not referred in writing to arbitration within one month shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall be at an end.
- (5)2.3 In the case of an arbitration not arising out of a grievance but affecting a dispute between the Union and the Commission in relation to any of the terms of this Agreement, the procedure as outlined in 2.1 shall apply after either party has given notice in writing of the desire to arbitrate.

Section (5)13 - Grievance and Arbitration Awards

- (5)3 Where a grievance involving a payment of money by the Commission is allowed, the employee shall receive payment from the date the grievance was instituted in writing and from such earlier date as the General Manager or the Board of Arbitration may determine. Such payment shall be made within 20 working days of the acceptance of the settlement of the grievance by the employee or the Union or the receipt of the Arbitration Award.

CLAUSE 6 - VACATION WITH PAY

Section (6)1 - Vacation

- (6)1.1 Vacations are granted for the purpose of affording a period of rest and recreation. Vacations are earned in the current year and granted in the following year.
- (6)1.2 Vacations may not be postponed from one year to another or waived to draw double pay, nor shall any employee during the vacation period substitute for another employee.
- (6)1.3 Management shall schedule vacations in keeping with efficiency.
- (6)1.4 An employee transferring to another Division will be required to rebook his or her vacation in the new Division.

Section (6)2 - Entitlements

- (6)2.1 In the year of hire, an employee shall earn vacation entitlements as defined in Subsection 1.1 above.
- 2.1.1 An employee who has joined the Commission between January 1st and April 30th shall earn two weeks of vacation entitlement.
- 2.1.22 An employee who has joined the Commission between May 1st and December 31st shall earn one week of vacation entitlement.
- (6)2.2 Effective January 1, 1991, in the calendar year following the year of hire employees shall earn vacation entitlement according to the following schedule:
- | <u>Completed years of service</u><br><u>up to June 30</u> | <u>Weeks of Vacation</u> |
|---|--------------------------|
| Less than 8 years   | 3                        |
| 8 years but less than 17 years                            | 4                        |
| 17 years but less than 24 years                           | 5                        |
| 24 years and over   | 6                        |
- (6)2.3 Vacation pay shall be paid at the the employee's current basic hourly rate of pay at the time payment is made.
- (6)2.4 The Commission agrees that an employee who is absent due to Temporary Disability shall continue to earn vacation entitlements as long as such employee remains on the Active Roll. This includes an employee who is receiving Workers' Compensation or Sick Benefits for the first 17 weeks. An employee who is removed from the Active Roll shall cease to be credited with vacation entitlements from the date of such removal. However, such an employee shall be entitled to the full vacation entitlement earned during the calendar year preceding removal from the Active Roll. The employee shall also be entitled to the vacation entitlements earned during the current calendar year up to the date of his or her removal from the Active Roll. If an employee is again transferred from the Inactive Roll to the Active Roll, the employee's vacation entitlement shall be based on the entitlement at the time of transfer from the Active Roll.
- (6)2.5 If an employee on the Active Roll has not been able to take vacation in the current vacation year because he or she is in receipt of Sick Benefits or Workers' Compensation, the employee may arrange to defer vacation entitlement up to the 1st of October of the following year. No employee shall receive at any time a total in payment (salary and compensation benefits) for vacation period, which is in excess of the total weeks of vacation pay to which the employee is entitled.

- (6)2.6 An employee may book up to four weeks of vacation between May 1st and September 30th until all employees in that classification have had a chance to book.
- (6)2.7 Vacation shall be taken throughout the calendar year and choice of vacations shall be governed by Section seniority, except as provided in Subsections 2.4 and 2.5 above.
- (6)2.8 Where a general or designated holiday occurs during the vacation granted to an employee of the Transportation Operations Division, the employee may at his or her option, choose to be paid for the day or select a lieu day at the General Booking for that general or designated holiday.
- (6)2.9 In the event that a WCB claim continues beyond the 1st day of the fourth month, the claimant will cease to accrue vacation leave credits. An employee returning from LTD or WCB, where vacation accrual has been discontinued, will be granted paid vacation sufficient to allow that employee, on a pro-rata basis, to enjoy the same number of days of vacation had that employee not been disabled. When calculating any vacation top-up the following will be taken into consideration:
- the date of return to active employment,
  - earned but not used vacation credits, and
  - vacation taken during the year that the disability commenced.

CLAUSE 7 - UNION SECURITY

Section (7)1 - Check-Off

- (7)1 All employees who are subject to check-off at the inception of this Agreement shall remain subject thereto as a condition of employment so long as they remain members of the Bargaining Unit. All employees who are not subject to the check-off at the inception of this Agreement and persons who may hereafter become employees, shall become subject to the check-off and shall remain subject to the check-off as a condition of employment so long as they remain members of the Bargaining Unit. All new employees shall become subject to the check-off after thirty days of continuous employment with the Commission. The Commission shall deduct Union dues from every pay and shall turn over such dues to the Treasurer of the Union within five days after they have been so deducted. Initiation fees shall also be subject to payroll check-off upon receipt of a duly signed authorization from the employee.

CLAUSE 8 - EMPLOYEE BENEFIT PLANS

Section (8)1 - Definitions

Benefit Plans mean

- (8)1.1 The Supplementary Health Insurance Plan which provides extended medical benefits.
- (8)1.2 The Wage Continuance Plan which provides weekly wage loss benefits. (See Wage Continuance Agreement).
- (8)1.3 The Insurance Plan which is the life insurance plan (O.E.R.) established by an Agreement dated December 30, 1950 and which is available to Employees enrolled prior to February 11, 1953.
- (8)1.4 The Long-Term Disability Insurance Plan which provides monthly income in cases of total disability.
- (8)1.5 The Group Life Insurance Plan which provides a lump sum death benefit.
- ~~(8)1.6 Additional/Optional Life Insurance - employees will be able to purchase additional life insurance at group rates.~~
- (8)1.7 The Dental Insurance Plan which provides reimbursements for the expense of Dental Care.
- (8)1.8 The Survivors' Protection Plan which provides a monthly income benefit to survivors in the event of an employee's death before retirement.
- (8)1.9 The Dependent Life Insurance Plan which provides a lump sum death benefit in the event of the death of an employee's spouse or children as those terms are defined in the Group Life Insurance Plan.

Section (8)2 - Welfare Trust Fund

- (8)2 The Welfare Trust Fund shall be administered by a Joint Trust Committee in connection with the administration of benefit plans for members of the Union. The benefit plans involved include the Long Term Disability Insurance Plan, Group Life Insurance and Survivors' Benefits, Dependent Life Insurance, Dental Insurance, Supplementary Health Insurance and uniform Cleaning Allowances. Benefit levels and cost sharing will continue to be bargained between the Commission and the Union as part of the Collective Agreement process. The Trust Committee will be made up of

four representatives from the Commission and four representatives from the Union and will be involved in the selection of insurance companies, contracting for coverage, and have input in the decision making process and making recommendations to the Parties as to plan design and administration. In the event there is no agreement on the selection of insurance carriers, Article 6.04 of the Trust Indenture shall apply. The day-to-day administration of all plans will continue to be delegated to the Commission who will be responsible for payroll deductions and claims administration.

Section (8)3 - Conditions and Cost Sharings

(8)3.1 Supplementary Health Insurance Plan 3

The Commission shall pay 100% of the Supplementary Health Insurance Plan premiums. In the event that the Government of Ontario reintroduces direct individual medicare premiums similar to O.H.I.P., the employer shall pay 100% of the cost of the premium and make equivalent payments to employees residing in Quebec.

(8)3.2 Wage Continuance Plan

All employees bound by ~~Agreement~~ as set out in Clause 2 Section 1, Subsection 1.1, shall be covered by the Wage Continuance Plan.

3.2.1 The Commission shall be responsible for all costs of the Wage Continuance Plan.

3.2.2 The benefit shall be calculated daily and shall be 90% of the employee's basic job classification rate times the number of platform hours selected at a general booking (with a minimum of six hours per day and up to a maximum of eight hours per day) for the day(s) when the employee is off sick. If the employee is off sick for part of a day, he or she shall receive his or her regular pay for the part of the day worked plus 90% for his or her remaining regular hours.

3.2.3 A Joint Union/Management Review Committee consisting of one Management representative and one Union appointed representative shall be established to:

- a) speedily review denied short-term claims: and
- b) to address appropriate concerns related to the establishment of the Wage Continuance Plan previously entitled the Sick Benefit Plan as described in Appendix C of the Trust Indenture and which is now incorporated as Appendix H of this agreement.



3.2.4 Applications for Wage Continuance benefits must be made in accordance with the Rules of Procedure contained in Appendix (G) of this Agreement.<

(8)3.3 Long Term Disability Plan

3.3.1 The Commission shall pay the entire premium cost of the plan.

3.3.2 Any Long Term Disability claimant who is eligible for paid insurance benefits as outlined in Article (8)3.9.1 and with no actuarial reduction of OC Transpo Pension Plan benefits of at least 60% ceases to be eligible for LTD benefits 24 months after becoming eligible for consideration.<

(8)3.4 Rehabilitation Work Program

Employees on Wage Continuance benefits or within the first; two years of LTD, whose disability prevents them from doing their own work but permits them to do other available work within the bargaining unit, will be required to accept this work.

The company and union shall establish a joint committee to set parameters and oversee the application of the alternative work plan program for disabled employees.

(8)3.5 Group Term Life Insurance

The Commission shall pay the entire premium cost of the plan.

(8)3.6 Dental Insurance Plan

The Commission shall pay the entire premium cost of the plan.

(8)3.7 Survivors' Protection Plan

The Commission shall pay the entire premium cost of the plan.

(8)3.8 Dependent Life Insurance Plan

The Commission shall pay the entire premium cost of the plan.

NOTE:

Employees will contribute \$22.00 bi-weekly towards the payment of premiums required under the Group Term Life Insurance Plan, the Survivors' Protection Plan, the Dependent Life Insurance Plan and the Dental Insurance Plan. The employee contributions will be applied firstly to the above mentioned life insurance plans with the remainder of the, contributions to be applied to the dental insurance plan.

The Employer will pay the balance of the premiums for these plans after the employee contributions of \$22.00 bi-weekly have been applied to these plans.

(8)3.2 Pension Plan

Participation in the Pension Plan is a condition of employment. Employees shall make the required contributions by payroll deductions as set from time to time and employer pension contributions shall be set at 100% of the employee contributions. The joint contributions will be used to fund the existing obligations of the Pension Plan and any updates and improvements to the Plan agreed upon between the parties. The Commission agrees that it will not change the present schedule of funding existing liabilities.

The Union will appoint four representatives to participate in the OC Transpo Corporate Pension Committee in connection with the administration of the Pension Plan for all employees of the Commission.

(8)13.0 Early Retirement Benefits

3.10.1 The Commission shall pay 100% of the costs required to provide the following benefits to employees who take early retirement until they attain age 65.

- a) Group Term Life Insurance
- b) Survivors' Protection Plan
- c) Dependent Life Insurance
- d) Supplementary Health Insurance Plan
- e) Dental Insurance Plan

The above benefits made available to early retirees shall be identical to those enjoyed by active employees.

3.10.2 To qualify for the benefits, at the time of early retirement, the employees

- must be at least 55 years of age;
- must have at least 25 years of service;
- attained age and service when totalled must equal 85 or more.

(8)3.11 Application for Benefits

An employee who wishes to apply for benefits under any of the Benefit Plans is required to complete, or have completed, at his or her own cost all the necessary documentation including Attending Physician's Statement.

Section (8)4 - Other Benefits

(8)4.1 Transportation of Employees To and From Work

The system of sending out work buses each morning and night for the purpose of conveying employees to and from their work when regular service is not available in the Urban Transit Area shall be that in force at the time execution of this agreement. Representatives of the Transportation Operations Division, Planning and Development Division and the Union will meet at least once per year to review the requirements for work bus service.

(8)4.2 Free Transportation

The Commission shall provide free transportation upon its regular bus service as follows:

- a) to full time employees;
- b) to retired employees;
- c) to spouses of retired employees;
- d) to widows and widowers of employees.

**CLAUSE 9 - TRANSPORTATION OPERATIONS DIVISION**

Section (9)1 - Operating by Non-Operating Employees

- (9)1 Employees employed in non-operating positions shall not be permitted while occupying such non-operating positions to operate buses on service runs, except in case of emergency when no operators are available and any such operating shall be booked for the day only.

Section (9)2 - Clothing

(9)2.1 Operators' Clothing

All new operators, on commencing employment, shall be supplied at the expense of the Commission with the following clothing:

- 2.1.1 a) Uniforms: One all season uniform, consisting of a tunic and three pairs of trousers or split skirts to be worn for a minimum period of one year before re-issue.
- b) Shirts: Six perma-press shirts.

- c) Ties: Three ties, regular or clip-on style.
- d) Scarves: Two scarves for female operators in lieu of ties.
- e) Uniform Cap: One uniform cap, if requested by the operator.
- f) Fur Hat: One winter fur hat, to be worn for a minimum of five seasons before re-issue, if requested by the operator.
- g) Outerwear: One all-weather coat with zip-in lining or one nylon jacket with a permanent lining or one bomber jacket, to be worn for a minimum of three years before re-issue.
- h) Summer Jackets: One summer weight jacket to be worn a minimum of three years before re-issue.

2.1.2 All regular operators, subject to the provisions for new operators contained in Subsection 2.1.1 shall be supplied at the expense of the Commission with the following clothing:

- a) Uniforms: One all season uniform, consisting of a tunic or an informal jacket or two cardigans and three pairs of trousers, split skirts or shorts (issued with two pairs of knee socks) or combination thereof, to be worn for a minimum of 18 months before re-issue.
- b) Shirts: Four perma-press shirts to be issued annually.
- c) Ties: Three ties, regular or clip-on style, to be issued annually.
- d) Scarves: Two scarves to female operators in lieu of ties, to be issued annually.
- e) Uniform Cap: One uniform cap, to be issued as required if requested by the operator.

- f) Fur Hat: One winter fur hat, to be worn for a minimum of five seasons before re-issue, if requested by the operator.
- g) Outerwear: One all-weather coat or thermal jacket with zip-in lining or bomber jacket, to be worn for a minimum of 3 years before re-issue.
- h) Vest: One vest, to be issued as required, upon application to the Transportation Operations Division Manager.
- i) Sweater: One sweater, to be issued as required.
- j) Summer Jacket: One summer weight jacket to be worn a minimum of three years before re-issue.

2.1.3 Operators and Despatchers who work during the year, shall receive a boot and shoe allowance of \$80.00. The allowance is to be used solely for the purchase of black leather dress shoes or boots which complement the uniform, ~~are not extreme in style and~~ which can be polished. The purchase of the boots or shoes must be made within 30 days of receipt of the allowance.

(912.2) Despatchers' Clothing

2.2.1 All employees of the Despatching Section shall be supplied at the expense of the Commission with the following items:

- a) Jacket: One blazer style jacket to be worn for a minimum of 18 months before re-issue.

After the initial issue, employees will have the option to choose two sweaters in lieu of a blazer style jacket.

- b) Summer Jacket: One light summer jacket, to be worn for a minimum of 3 years before re-issue.

- c) Trousers or Skirts: Three pairs of trousers or skirts, to be worn for a minimum of 18 months before re-issue.
  - d) Shirts: Four perma-press shirts, to be issued annually.
  - e) Ties: Three ties, to be issued annually.
- 2.2.2 All Regular Despatchers shall be supplied with the following items:
- a) Winter Coat: One winter coat to be worn for a minimum of 3 years before re-issue.
  - b) Winter Hat: One winter hat to be worn for a minimum of 5 winters before re-issue.

(9)2.3 Extra Uniform Clothing

Extra uniform clothing shall be made available to employees at cost subject to availability.

(9)2.4 Cleaning Allowance

Operators and Despatchers shall receive a cleaning allowance; consisting of vouchers valued at \$25.00/month. The choice of suppliers, rules and procedures shall be determined through the OC Transpo Employment Benefit Trust. The Commission shall transfer the required funds to the Trust.

(9)2.5 Measuring, Warranty and Repairs

- 2.5.1 Uniformed employees shall make themselves available for uniform measuring at the times and periods specified by the Commission.
- 2.5.2 Uniformed employees shall be responsible for insuring that uniform alterations are completed within the manufacturer's 90-day warranty period. Alterations are to be carried out by the manufacturer's authorized tailor unless approval for other arrangements is obtained beforehand. Alterations made after the expiry of the warranty period shall be at the employee's expense.
- 2.5.3 Uniformed employees' clothing which is damaged or destroyed in the line of duty shall be repaired or replaced by the Commission.

(9)2.6 Reimbursement of Commission Clothing Costs

Uniformed employees resigning from the Commission shall retain all uniform items and reimburse the Commission for clothing costs as per the following service and issue provisions:

2.6.1 Less than one (1) year of service

Uniform items issued within the period to the resignation date, 100% of the costs.

2.6.2 More than one (1) year but less than five (5) years of service

Uniform items issued within two (2) months prior to resignation date, 75% of the costs.

2.6.3 More than five (5) years of service

Uniform items issued within the month prior to resignation date, 50% of the costs.

Section (9)3 - Run-Cutting

**(9)3.1** When the Commission proposes to implement new run-cuts it shall advise the Union of the changes.

(9)3.2 Simulation of a typical run on a designated route in order to establish a base from which final running times can be generated shall be conducted by an operator mutually acceptable to the Commission and the Union, accompanied by an Operational Planning Department representative and a Union representative.

(9)3.3 The Commission shall pay the wages of the operator and the Union representative engaged in the simulation of runs.

(9)3.4 The final decision on all route and run time requirements shall reside with the Operational Planning Department of the Commission.

Section (9)4 - Classification of Work

(9)4 All work shall be classified and shall be known as Day Runs, Relief Runs, Three-Piece Runs, Two-Piece Runs, Loose Pieces, Trippers, Extras and Spare Board.

4.1 All Day Runs shall be completed within eleven consecutive hours and shall be scheduled as nearly as possible to average forty hours for five working days.

- 4.2 All Relief Runs shall be completed within twelve consecutive hours.
- 4.3 All scheduled Two-Piece and Three-Piece Runs shall normally be completed in twelve hours, and in any event, in the shortest time consistent with the requirements of the transportation system and with the provision of as many runs as possible paying a full day's pay.
- 4.4 All pieces shall pay not less than two hours pay time. All Tripper Runs may be coupled to any regular or mixed run or form part of a Two-Piece or Three-Piece Run. (See also Appendix "C" of the Operators Booking Rules, Pay Allowances.)
- 4.5 Extra Runs shall be service not regularly scheduled on the Run Guide, being such other work as cannot be foreseen and cannot be provided for by the regular schedule, and shall pay not less than two hours pay time.
- 4.6 All runs scheduled at platform time of seven hours and thirty-six minutes or more shall pay not less than eight hours.
- 4.7 In creating work for a statutory or designated holiday which is below the level of a weekday, Saturday or Sunday service, the Commission will make every reasonable effort to keep the number of runs shorter than 7 hours and 36 minutes to a minimum.
- 4.8 All detailed work performed during the period of the Central Canada Exhibition shall be treated as platform work.

Section (9)5 - Selection of Work

- (9)5.1 Booking shall be conducted by an official appointed by the Commission. Choosing of runs shall take place a minimum of four times a year. A booking within a booking may take place up to twice annually. Should it become necessary to re-book more than four main lines, the parties will meet to discuss alternate solutions. If there is no agreement, then a General Booking shall take place immediately.
- (9)5.2 Selection of annual vacations shall take place three times a year. The Spring and Summer vacations will be booked at the Spring Booking.
- (9)5.3 Any employee refusing or failing to select a Run at the time given shall be assigned to one by the official in charge of the booking in accordance with his or her seniority.



Section (9)6 - Cancelled Work

- (9)6 When operators have selected or have been assigned to Runs regularly scheduled and a portion of such Run is cancelled, they shall be paid the full time such Runs would have paid had full Runs been completed, provided they do not turn down any work. Should the work they receive be of a greater spread than that which they formerly booked on, they shall be paid in addition spread time equal to the difference in spread between their former Runs and their new Runs.

Section (9)7 - Reporting

- (9)7.1 All operators must report for duty at the places and times designated by the Commission on the Run Guide or by any other means.
- (9)7.2 If a regularly booked operator intends to be absent from duty, the operator shall notify the Transportation Office of his or her intention not later than 12 o'clock noon on the day prior to the absence. The operator shall also notify the Transportation Office of the date of his or her intention to return to work.
- (9)7.3 Any breach of the above provisions shall entitle the Commission to take disciplinary action against the operator concerned.
- (9)7.4 The above provisions shall apply in all cases of absence except where the operator proves to the satisfaction of the Commission that he or she was prevented by illness from reporting, or where the operator has arranged with the Commission to be excused from duty.
- (9)7.5 Any operator working a Run which is relieved on the street and for which the relief-operator does not show up must remain on duty until the relief-operator has taken charge of the vehicle. The Commission shall make every effort to relieve the operator within one hour or within one-half trip, whichever is more practicable. It shall be the responsibility of the operator to notify the Despatcher and the Supervisor should the relief-operator not show up.

Section (9)8 - Chartered Bus Work

- (9)8.1 When an operator is assigned to chartered bus work, the operator shall be paid an amount equal to that which he or she might have made during his or her absence on such work, but if an operator books on any such special work the operator shall be paid according to the time worked and not the time which he or she might have worked during his or her absence on such chartered work.

- (9)8.2 The operators' rates set out in Appendix "A" shall apply to chartered work. If the duration of the work is less than eight hours, straight time shall be paid. Time and one-half shall be paid for any platform time which exceeds eight hours in any one day.
- (9)8.3 Seniority shall be protected, provided that when a specific operator is requested by the customer, everything must be done to satisfy that request.
- (9)8.4 The operators selected each year for sightseeing work shall take seniority amongst themselves for such work.
- (9)8.5 When sightseeing or charter sightseeing work is assigned to be conducted in the English or French language only, the operator shall be paid the Sightseeing Operator Rate. If sightseeing or charter sightseeing work is assigned to be conducted in both official languages, the operator shall be paid the Bilingual Sightseeing Operator Rate.

Section (9)9 - Demand Response Work

- (9)9.1 Demand-Response operators will be pre-qualified and trained from time to time and shall be eligible to book Demand-Response runs at the General Booking and Daily Bookings.
- (9)9.2 The operators prequalified for Demand-Response work shall take seniority amongst themselves for such work. A pre-qualified operator will be permitted to book this work at the General Booking in advance of his or her training.

Section (9)10 - Van Driver (Transit Service)

- (9)10 Van driver work will be available as rehabilitation work to qualified licensed employees who are temporarily disabled from their own work.

Section (9)11 - Equipment

- (9)11 The Commission agrees that it shall do all that is reasonably possible to provide comfortable and safe operating conditions for the employees and specifically:
- 11.1 every endeavour shall be made to heat buses to a reasonable temperature;
- 11.2 every effort shall be made to continue the type of buses which are assigned to regular runs for operations on those runs.

Section (9)12 - Abolition of Position

- (9)12 In the event of the abolition of a position in the non-operating staff:
- 12.1 all positions in the Department concerned involving similar employment shall be rebooked in accordance with seniority in that Department;
  - 12.2 should the rebooking as aforesaid eliminate from that Department an employee who was previously a member of the operating staff, such employee may, at his or her option (and if then qualified in accordance with the existing requirements of the Commission for operating personnel), return to the operating staff at the same seniority he or she would have had had he or she continued as a member of the operating staff.

Section (9)13 - Meal Allowance

- (9)13 Employees who work 12 platform hours in a day shall receive a meal allowance to the value of \$7.25.

Section (9)14 - Safety Boot Allowance For Fare Box Changers

- (9)14.1 Despatchers who book or are required to perform fare box duties shall be eligible for the safety boot allowance paid annually to employees of the Equipment Division.
- (9)14.2 Despatchers shall be eligible to receive the allowance again after they have completed 1040 hours of fare box duties and at least a year has elapsed since the previous payment. All shifts or part shifts worked as a fare box changer shall count as eight hours towards the total required hours.

Section (9)15 - Work Garments for Fare Box Changers

- (9)15 Despatchers who perform fare box duties will be provided with work garments on the same basis as Equipment Division employees under Clause 10, Equipment Division, Section 5, Clothing, Subsection 5.1

CLAUSE 10 - EQUIPMENT DIVISION

Section (10)1 - Booking of Work Shifts

- (10) 1 General Booking of Equipment Division employees shall take place twice a year or more frequently if the Commission deems it necessary.

Section (10)2 - Day and Night Staffs

- (10)2 When vacancies occur in the day staff of the Vehicle Maintenance Department or the Plant Department, night employees shall be given the opportunity to fill such vacancies according to seniority, provided it does not result in leaving a night staff, which is, in relation to its size and the skills of its members, not competent to carry out the work of the night staff in an efficient manner.

Section (10)3 - Break Periods and Wash Up Time

- (10)3.1 Employees shall be allowed two break periods of ten minutes each in each normal shift.
- (10)3.2 Employees shall be allowed two five minute wash-up periods per shift, the first one commencing five minutes prior to lunch time and the second one commencing five minutes prior to the end of the shift.

Section (10)4 - Holiday Staff

- (10)4 Employees shall not lose time because of a reduction in bus service on a designated holiday.

Section (10)5 - Clothing

- (1015.1 The Commission shall provide employees with seven work garments except where it is agreed that additional work garments are required. The frequency of work garment replacement shall be determined by the contract between the supplier and the Commission.
- (1015.2 The Commission shall provide lighter weight clothing to employees during the summer months as follows:
- a) three pairs of pants;
  - b) three shirts;
  - c) choice of three T-shirts or three golf shirts.
- (1015.3 Shirt sleeve length shall be optional.

- (10)5.4 Lighter weight clothing shall be supplied as soon as practicable after May 1st of each year.
- (10)5.5 Lighter weight clothing shall not be supplied to new employees hired after May 1st of each year unless the clothing is already in stock and not designated for another employee. If clothing is not available, a cash allowance will be given to the employee, equivalent to the price the Commission would have paid for the missing clothing under its normal tender process.
- (10)5.6 Every three years the Commission shall provide employees with a choice of a winter parka or a winter jacket.

The cleaning and maintenance of this item shall be the responsibility of the employee.

- (10)5.7 Every three years the Commission shall provide designated employees who perform outside work:

- a) winter boots;
- b) winter hats;
- c) winter gloves;
- d) ski-doo suit in lieu of a winter parka or winter jacket;
- e) one summer jacket (separate list)

The cleaning and maintenance of these items shall be the responsibility of the employee. If the work of an employee on the designated list causes unusual wear, a reissue may be considered after two years.

- (10)5.8 Employees resigning from the Commission with less than six months service shall retain all clothing and reimburse the Commission 100% of the costs.

#### Section (10)6 - Tools

- (10)6.1 Effective January 1, 1991, the Commission shall contribute the sum of \$259.00 per year towards the purchase of tools to employees who are required to provide their own tools. This amount shall be paid in the month of January and receipts shall not be required.
- (10)6.2 The tool allowance shall be increased each year by an amount determined by a tool costing formula agreed upon by the Commission and the Union.
- (10)6.3 The tool allowance will be payable to employees who commence work or return to work from an authorized absence prior to September 30th.

- (1016.4) If an employee resigns from the Commission with less than six months service, the employee shall reimburse the allowance to the Commission.
- (1016.5) The Commission shall pay the cost of repairs to employees' power tools subject to normal wear and tear on Commission work. Repairs will be reimbursed only after six months of employment and only for power tools that are required for the employee's work at OC Transpo. Management will have the right--to substitute a tool which is appropriate for the job rather than repair the employee's if this entails less cost.

Section (10)7 - Safety

- (10)7.1 The Commission shall provide employees whose work requires protective clothing with suitable clothing and shall maintain such clothing in a serviceable condition at all times.
- (1017.2) The Commission may issue protective clothing to a department, building or operation and not on an individual basis.
- (10)7.3 All protective clothing shall remain the property of the Commission.
- (1017.4) Wearing of safety boots or shoes, goggles, hard hats, face masks or other safety equipment required by the Commission shall be compulsory.
- (1017.5) Shoes or boots are to have non-skid soles and steel toe-caps.
- (1017.6) The Commission shall contribute the sum of \$95.00 per year to each employee towards the purchase of safety shoes or boots. This amount shall be paid in the month of January and receipts will not be required.
- 7.6.1 The boot allowance will be payable to employees who commence work or return to work from an authorized absence prior to September 30th. Student employees will receive the boot allowance only once.
- 7.6.2 If an employee, other than a student employee, resigns from the Commission with less than 6 months service, the employee shall reimburse the allowance to the Commission.
- (10)7.7 Wearing a protective hearing device is mandatory in areas where the decibel count is higher than that recommended on the sound level response scale.

Section (10)8 - Shift Premiums

- (10)8.1 Employees who are booked to work the night shift (11:30 P.M. to 8:00 A.M.) shall receive in addition to their job classification rate a shift premium of 50 cents per hour.
- (10)8.2 Employees who are booked to work the evening shift (7:00 P.M. to 3:30 A.M. or 8:00 P.M. to 4:30 A.M.) shall receive in addition to their job classification rate a shift premium of 50 cents per hour.

Section (10)9 - Meal Allowance

- (10)9 Employees whose work shift is extended by 4 hours shall receive a meal allowance to the value of \$7.25. A second meal allowance will be paid only if the work shift is extended by a total of 12 hours.

Section (10)10 - Propane Endorsement

- ~~(10)~~10.1 Licenced Motor Vehicle Mechanics will be reimbursed by the Commission after successfully completing S6A and/or S6B training courses approved by the Commission. The reimbursement will not exceed the cost of a course arranged by the Commission.
- (10)10.2 The Commission will reimburse mechanics upon presentation of a receipt for the endorsement of their licence for propane qualifications.
- (10)10.3 Mechanics are normally expected to arrange such courses outside their regular working hours.
- (10)10.4 Mechanics on the Evening Shift shall not lose time because of attendance at a propane training course previously approved by the Commission. The number of mechanics off at one time on this shift shall not exceed one per garage. It is understood that the mechanics will try to minimize the travel time between the work place and the course.
- (10)10.5 This section will cease to be in effect when the Commission discontinues the operation of propane vehicles.

Section (10)11 - Upholsterer Class 1

- (10)11 The hourly rate of pay for the Upholsterer Class 1, Job Classification No. 1625, will be continued for the duration of the employment of the current incumbent. In the absence of the Upholsterer Class 1, an Upholsterer Class 2 will by seniority replace him or her and be paid the higher rate of pay. The Commission will endeavour to add to the

responsibilities of the Upholsterer Class 1 to make them match more closely the current pay classification. Should this be achieved to the satisfaction of the Commission and the Union, the Upholsterer Class 1 position will no longer be associated with only the current incumbent.

Section (10)12 - Premium For Weekend Supervisors

- (10)12 When-acting as a Weekend Supervisor or when relieving a Garage Supervisor, employees shall receive in addition to their basic hourly rate of pay a premium of \$1.60 per hour except in the case of an employee in a position at Level 2 who shall receive a wage rate of a Level 3 plus the premium.

Section (10)13 - Loss of "CZ" Licence in Equipment Division

- (10113.1 All employees in the Vehicle Maintenance Department of the Equipment Division must hold a valid driver's licence to permit them to drive a bus and that permission must be at least equal to the authorization of the current Ontario "CZ" licence. However, it is recognized that some employees may lose this authorization for health reasons without impairment of their ability to perform their major job responsibilities. The Equipment Division will establish a list of positions or numbers of positions in certain work areas where loss of a "CZ" licence or equivalent could be tolerated. This list will be revised from time to time to ensure maintenance of Commission efficiency.
- ((10113.2 New employees in the Department must hold a "CZ" licence or equivalent. Movement of an existing employee who has lost his or her "CZ" licence or equivalent for health reasons shall be governed by current rules governing Postings and Bookings.
- (10113.3 An employee who has lost his or her authorization to drive a bus, equivalent to the "CZ" licence authorization, must report that fact to the Commission and must agree with the Commission on the steps he or she will take to move to a position not requiring the "CZ" licence or equivalent.
- (10113.4 Depending on the requirement for a "CZ" licence or equivalent to the employee's current position, the employee may be required to move to a temporary position until he or she can Book or Post on another position not requiring a "CZ" licence or equivalent. If the employee has not been able to relocate within 6 months, his or her name will be automatically entered in competition for any and all postings within the Division and, if successful, the employee will be forced to accept such a posting.



Section (10)14 - Performance Review

- (10)14.1 The Equipment Division will continue a system of Employee Performance Appraisal. The system will openly and objectively show the employee how his or her performance compares with Management's expectations for his or her position. The appraisal will be done on a form allowing the Supervisor to select the appropriate qualitative description of different aspects of the employee's performance. No percentage or numeric scores will be shown on the completed report. The employee may but is not required to sign it. A copy of the report will be given to the employee.
- (10)14.2 Through review of its appraisal system the Equipment Division from time to time may modify or improve the system to ensure its continuing effectiveness. The Union will be notified of any proposed changes.

Section (10)15 - Lateness

- (10)15 In all cases it is the Commissions' intent to discourage lateness and to take disciplinary measures where necessary to help employees improve their attendance.
- 15.1 An employee is normally expected to have punched in and to be at his or her work place ready for work by the start time of his or her workshift (08:00 hours, 15:30 hours, etc.).
- 15.2 It is recognized that an employee may occasionally be unavoidably late. In that case the employee will have a maximum of 5 minutes at the start of his or her shift for which pay will not be deducted on a daily basis. However, at the end of the 5 minutes the employee is expected to have punched in and to be at his or her work place ready for work.
- 15.3 If the latenesses of less than 5 minutes in a two week period total 15 minutes or more, the employee's pay for the period will be reduced by an amount of time rounded up to the next quarter hour (e.g. 16 minutes becomes 30 minutes). Regardless of the frequency or duration of latenesses in a pay period, lateness may also be subject to disciplinary review or action.
- 15.4 Where an employee is late for the start of his or her shift by more than 5 minutes, his or her pay will be reduced by rounding up to the next quarter hour. However, he or she will only be expected to be at his or her work place ready to work at that later quarter hour, except in the case of emergency work.

CLAUSE 11 - FARE INSPECTORS DEPARTMENT

Section (11)1 - Uniform Clothing

(11)1.1 All Fare Inspectors shall be supplied annually at the expense of the Commission the following uniform clothing:

- a) Trousers: Two pairs of trousers each year, summer or winter weight, and two clip-on ties each year. New employees shall initially receive three pairs of trousers.
- b) Shirts: Four perma-press shirts each year, choice of short sleeves or long sleeves.
- c) Uniform Cap: One uniform cap each year subject to the condition of the last issue.
- d) Boots or Shoes: One pair of boots or shoes every year.
- e) Boot or Shoe Resole: One boot or shoe resole every year subject to condition of same.
- f) Overshoes & Rubbers: One pair of overshoes, and one pair of spat-toe rubbers every year subject to the condition of the past issue.
- g) Gloves: One pair of gloves each year.
- h) Sweaters: One crew neck thermal sweater every year.

(11)1.2 The initial issue to new employees shall be:

- a) Raincoat: One police style reversible raincoat every eight years.
- b) Fur Hat: One winter fur hat every three years.
- c) Belt: One police style belt every 3 years.
- d) Winter Jacket: One short winter nylon patrol jacket every three years.
- e) Spring/Fall Jacket: One short spring and fall nylon jacket every three years.
- f) Hat Badge: One hat badge.

g) ID Badge and Wallet: One identification badge and wallet.

h) ID Card: One ID Card.

- (11)1.3 If, without negligence, any employee's uniform clothing is destroyed or damaged while on duty, the Commission will repair or replace the said item.
- (11)1.4 If, unless for just cause, an employee fails to have uniform alterations performed within the manufacturer's warranty period, then those alterations will be performed at the employee's expense.
- (11)1.5 Employees will make themselves available for uniform measuring at the time and periods specified by the Commission. Employees who fail to report without just cause will not receive uniform items until their next scheduled issue.
- (11)1.6 Where practicable all clothing will be provided to the employees prior to the season in which it is needed.
- (11)1.7 Return of Commission Clothing
- 1.7.1 Upon leaving the service or the Department for any cause, an employee with less than one year of service in the Department shall return all uniform clothing items.
- 1.7.2 In the event that an employee leaves the service or the Department, he or she must return hat badges, ID badges, name tags and any other items identifying the Department or the Commission.

#### Section (11)2 - Seniority

- (11)2 All Fare Inspectors shall be booked in accordance with seniority.

#### Section (11)3 - Booking of Work

(11)3.1 The workshift board for the booking of work shall be submitted to the Union two (2) weeks prior to being posted. The Union's request for changes shall be discussed with the appropriate Supervisor. The General Booking shall contain the DAILY, SATURDAY, SUNDAY and STATUTORY HOLIDAY Workshifts.

#### (11)3.2

3.2.1 a) During any booking period employees may be required to work on Saturdays, Sundays, or statutory holidays. Saturday and Sunday shifts

Shall be covered first by volunteers, and failing sufficient volunteers, the work shall be assigned in reverse order of seniority with due consideration for the circumstances of the individual and the requirements of the Commission. Employees required to work Saturday, Sunday and/or statutory holidays shall, where possible, be notified one week in advance.

b) When an employee is required to work Saturday, Sunday and/or statutory holidays, the day(s) off on that week shall be assigned or time banked at the appropriate rate.

c) The hours of work may be changed subject to mutual agreement. When possible, employees will be approached at least 24 hours in advance.

3.2.2 The parties will meet to discuss inclusion of Spares in the Booking if it becomes necessary to create such positions.

3.2.3 All work assignments shall be given on a daily basis by the appropriate supervisor.

(11)3.3 All bookings shall be in charge of a booking official appointed by the Commission. The Union shall designate one of its representatives to attend. The time of such representation shall be paid half by the Commission and half by the Union at a minimum of two hours pay.

(11)3.4 The Commission shall endeavour to arrange bookings so that employees may attend during working hours. If this is not possible, an employee attending on his or her own time will receive one and one half hours pay.

(11)3.5 Booking of work shall take place a minimum of four (4) times a year.

(11)3.6 Each Fare Inspector required to book shall be notified in the form of a notice or memorandum with booking sheets one week prior to a General Booking. Fare Inspectors unable to attend this booking due to sickness or vacation etc., must advise Management in writing with a copy to be forwarded to the Union of their selection by 08:00 hours on the day preceding the booking.

(11)3.7 Any Fare Inspector refusing or failing to select a working shift at the time given shall be assigned to one by Management and the Union official attending. Such booking shall be final.

Section (11)4 - Classification of Work

- (11)4.1 All work shall be classified and shall be known as a day shift, an evening shift, a two piece shift or extra work.
- (11)4.2 All day shifts shall be completed within eight (8) consecutive hours.
- (11)4.3 All evening shifts shall be completed within eight (8) consecutive hours.
- (11)4.4 All two piece shifts shall be completed within twelve (12) hours and, in any event, in the shortest time period consistent with the requirements of the Security and Claims Department, and with the provision that all shifts pay a full day.
- (11)4.5 All extra work not booked at a scheduled booking and which cannot be provided for by the regular scheduled booking shall pay not less than two hours pay time. This includes such work as special checks, covering of shifts, special events and functions.
- (11)4.6 When a regular position is vacant for one week or longer, the position may be filled. When filled, it will be done by seniority.
- (11)4.7 When a new shift is added to the workshift board, a new booking shall be conducted.

Section (11)5 - Court Duty

- (11)5.1 A Fare Inspector who is required to undertake Court Duty respecting By-Law Enforcement Tickets issued by that employee, either on a regular work day at a time which is not immediately before, during or immediately after his or her regular scheduled working hours or on his or her scheduled day off, shall be paid a minimum of 2 hours pay at overtime rates.
- (11)5.2 Fare Inspectors who are required to undertake Court Duty on a scheduled vacation day shall be given the option of being paid for the day at overtime rates or of receiving a day in lieu or of rescheduling the entire vacation in advance.

Section (11)6 - Exhibition Overtime

- (11)6 During the period of the Central Canada Exhibition, if overtime is required, it shall be distributed equally on a seniority basis.

Section (11)7 - Exhibition Days Off

- (11)7 All Fare Inspectors shall be permitted their regular days off during the period of the Central Canada Exhibition.

Section (11)8 - Distribution of Overtime Work

- (11)8.1 The names of Fare Inspectors wishing overtime work shall be recorded on a weekly basis. Those wishing overtime shall submit their name by noon on Friday of the preceding week.
- (11)8.2 Overtime shall be given on a seniority basis.
- (11)8.3 A Fare Inspector may refuse a piece of work and shall keep his or her seniority in case another piece of work becomes available.

Section (11)9 - Scheduled Working Shifts

- (11)9.1 Weekly Working Shifts shall be from Monday to Friday.
- (11)9.2 Saturday, Sunday and Statutory Holiday Working Shifts shall be booked separately.
- (11)9.3 Fare Inspectors shall not be required to book more than 2 weekend days in a 2 week pay period.
- (11)9.4 A Fare Inspector whose day off coincides with a Statutory Holiday shall not be required to, but may, book to work on that holiday.
- (11)9.5 The Early Straight Scheduled Working Shifts shall start and finish at the same hours throughout the working week.
- (11)9.6 The Late Straight Working Shifts shall have fixed hours on Monday through Friday which shall not extend beyond 23:00 hours.
- (11)9.7 A Weekly Two-Piece Working Shift shall not extend beyond 18:30 hours.
- (11)9.8 Saturday, Sunday and Statutory Holiday Working Shifts shall consist of Early and Late Straight Shifts only and shall not extend beyond 23:00 hours.

Section (11)10 - Booking of Vacations

- (11)10.1 Vacations shall be taken throughout the calendar year and the choice of vacation shall be governed by seniority and booked at the booking of work. Requests for vacations at other times must be submitted in writing at least one week in advance.
- (11)10.2 Up to 50% of Fare Inspectors shall be permitted to take vacations during the Summer booking at any one time.

(11)10.3 Up to 50% of Fare Inspectors shall be permitted to take vacations during Christmas Week.

Section (11)11 - Relief Fare Inspectors

- (11)11.1 All Relief Fare Inspectors shall be booked in accordance with seniority.
- (11)11.2 In the event of all Relief Fare Inspectors refusing a piece of work or a shift, the Junior Relief Fare Inspector must accept the piece of work or the shift.
- (11)11.3 Any Relief Fare Inspector called in for a week or less of work shall be paid a number of hours at least equal to the number of hours he or she had been scheduled to work as an operator.

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY

JOB CLASS #	JOB TITLE	EFFECTIVE:			
		APR.1 1996	SEPT.29 1996	APR.1 1998	APR.1 1999
1001	Operator	18.05	18.50	18.87	19.12
1006	Operator/Sightseeing & Charter Sightseeing	18.85	19.30	19.69	19.95
1009	Operator/Demand-Response		18.50	18.87	19.12
1018	Operator/Bilingual Sightseeing & Charter Sightseeing	19.55	20.00	20.40	20.67
1007	Operator/Platform Instructor + .25¢ Differential	18.05	18.50	18.87	19.12
1014	Despatcher in Training	18.05	18.50	18.87	19.12
1015	Acting Despatcher - 1st 6 mos. and/or 1040 hours + .50¢ Differential	18.05	18.50	18.87	19.12
1016	Acting Despatcher - 2nd 6 mos. and/or 1040 hours ± an additional .50¢ Differential	18.05	18.50	18.87	19.12
1017	Acting Despatcher - after 12 months and/or 2080 hours	19.84	20.34	20.75	21.02
1201	Despatcher	19.84	20.34	20.75	21.02
1203	Fare Box Changer	19.84	20.34	20.75	21.02
1208	Despatcher No. 2	20.40	20.90	21.32	21.60
1202	Despatcher No. 1	20.97	21.47	21.90	22.18
1205	Messenger	17.34	17.34	17.69	17.92
1206	Van Driver (temp.rehab.work)		16.95	17.29	17.51



APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY (CONTINUED)

JOB CLASS #	JOB TITLE	EFFECTIVE:		
		APR.1 1996	APR.1 1998	APR.1 1999
<b><u>EQUIPMENT DIVISION</u></b>				
	<b>LEVEL 1</b>	21.77	22.21	22.50
2202	Working Supervisor, Plant Energy Systems			
1305	Working Supervisor, Mech. & Electrical			
1407	Working Supervisor, Body Repairs			
1317	Working Supervisor, Licensed Mechanic, Insp.1			
	<b>LEVEL 2</b>	21.44	21.87	22.15
1312	Licensed Mechanic, Misc. Units, Floor & Bench			
1309	Licensed Mechanic, Engine Recond.			
1311	Licensed Mechanic, Eng. Recond. Misc. Unit Fl. & Bench			
1315	Licensed Mechanic, Dyno.			
1319	Licensed Mechanic, Floor & Bench			
1321	Licensed Mechanic, Brakes			
1323	Licensed Mechanic, Rebuild, Misc. Repair			
1329	Licensed Mechanic, Unit Repair, Gen. Misc.			
1331	Licensed Mechanic, Modific. Technician			
1333	Licensed Mechanic, Transmission Recond.			
1334	Licensed Mechanic, Trans.Recond.Misc. Unit. Fl. & Bench			
1341	Licensed Mechanic, Elect. Floor & Bench			
	<b>LEVEL 3</b>	21.19	21.61	21.88
1307	Licensed Mechanic			
1314	Licensed Mechanic, Unit Rebuild, Injec.			
1336	Licensed Mechanic, Elect. Units, Floor & Bench			
1405	Licensed Body Repairer			
1704	Welder			
1707	Machinist & Component Rebuilder			
2218	Licensed Repairer			

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY (CONTINUED)

JOB CLASS #	JOB TITLE	EFFECTIVE:		
		APR.1 1996	APR.1 1998	APR.1 1999
<u>EQUIPMENT DIVISION</u> (Continued)				
	<b>LEVEL 4</b>	20.62	21.03	21.30
2219	Working Supervisor, Bldg. Rep. & Const.			
2110	Working Supervisor, Stores			
2203	Working Supervisor, Bldg. & Outside Services			
2223	Working Supervisor, Plant Energy Systems			
	<b>LEVEL 5</b>	20.28	20.69	20.96
2211	Carpenter			
	<b>LEVEL 6</b>	19.44	19.83	20.09
1625	Garage Attendant, Upholsterer 1			
1703	Garage Attendant, Misc. Body & Welder			
2212	General Repairer			
2101	Shipper - Receiver			
2103	Storekeeper-in-Charge			
1629	Garage Attendant, Misc. Units Air & Elect.			
1609	Working Supervisor, Bus Servicing			
	<b>LEVEL 7</b>	18.82	19.20	19.45
1635	Garage Attendant, Fare Box Rep. & Truck Driver			
1636	Garage Attendant, Fare Box Repair Misc.			
1637	Garage Attendant, Dest. Signs & Fare Box Rep.			
1644	Garage Attendant, Misc. Relief Body Shop			
1623	Garage Attendant, Inspector 2			
1641	Garage Attendant, Inspector 2/Misc. Units			
2102	Assistant Shipper/Receiver			

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY (CONTINUED)

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JOB CLASS #	JOB TITLE	EFFECTIVE:		
		APR. 1 1996	APR. 1 1998	APR. 1 1999

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EQUIPMENT DIVISION (Continued)

	<u>LEVEL 8</u>	18.46	18.83	19.07
2104	Storekeeper 1			
1631	Garage Attendant, Brake Lathe & Misc. Units			
1617	Garage Attendant, Starter/Placer 1			
	<u>LEVEL 9</u>	18.34	18.71	18.95
1612	Garage Attendant, Tires & Misc. Units			
	<u>LEVEL 10</u>	18.12	18.48	18.72
1620	Garage Attendant, Starter/Placer 2*			
	<u>LEVEL 11</u>	17.87	18.23	18.47
2105	Storekeeper 2			
1614	Garage Attendant, Steam Cleaner			
1621	Garage Attendant, Tow Truck & Misc. Duties			
1628	Garage Attendant, Bench Work & Misc.			
1634	Garage Attendant, Misc. Rel. Units			
2221	B.S.A., Carpenter's Assistant			
2206	B.S.A., Sign Fabrication			

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY (CONTINUED)

JOB CLASS #	JOB TITLE	EFFECTIVE:		
		APR.1 1996	APR.1 1998	APR.1 1999
<b><u>EQUIPMENT DIVISION</u></b> (Continued)				
	<b>LEVEL 12</b>	17.79	18.15	18.39
1606	Garage Attendant, Fueler			
1607	Garage Attendant, Tow Truck Evenings			
2201	Building Maintenance Painter			
	<b>LEVEL 13</b>	17.23	17.57	17.80
2106	Storekeeper 3			
2207	B.S.A., Class 1 Bus Stops ***			
2210	B.S.A., Bus Stop & Building Repair			
	<b>LEVEL 14</b>	16.95	17.29	17.51
1605	Garage Attendant			
1619	Garage Attendant, Miscellaneous Relief			
	<b>LEVEL 15</b>	16.70	17.03	17.25
2108	Messenger Helper Stores			
2204	Building Service Attendant			
***	When these positions are vacated by the incumbents, they will be reclassified to Job Class 2210, B.S.A., Bus Stop and Building Repair.			
	<b>OTHER</b>	11.14	11.36	11.51
2301	Temp. Labourer (6 mos. and not performing bargaining unit work)			
2302	Temp. Labourer and Student (bargaining unit work)			

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY (CONTINUED)

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JOB CLASS #	JOB TITLE	EFFECTIVE:		
		APR.1 1996	APR.1 1998	APR.1 1999

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EQUIPMENT DIVISION

NOTE: (1) A premium of 25 cents per hour will be paid to an Equipment Department employee for the authorized hours he/she is assigned to train another employee(s) about his/her duties and skills. The training periods, during which the premium is paid, will be based on times and requirements developed by the Equipment Department and issued by the Superintendent of Equipment Personnel.

(2) The above rates are top rates. Starting rates for new employees will be as follows:

1st 4 months - less 15%  
2nd 4 months - less 10%  
3rd 4 months - less 5%

APPRENTICES

1501	Apprentice Mechanic in Period 1	16.95	17.29	17.51
1502	Apprentice Mechanic in Period 2	16.95	17.29	17.51
1503	Apprentice Mechanic in Period 3	16.95	17.29	17.51
1504	Apprentice Mechanic in Period 4	19.07	19.45	19.70
1505	Apprentice Mechanic in Period 5	19.07	19.45	19.70
1506	Apprentice Body Repairer in Period 1	16.95	17.29	17.51
1507	Apprentice Body Repairer in Period 2	16.95	17.29	17.51
1508	Apprentice Body Repairer in Period 3	19.07	19.45	19.70
1509	Apprentice Body Repairer in Period 4	19.07	19.45	19.70

APPENDIX "A"

CLASSIFICATIONS AND RATES OF PAY (CONTINUED)

JOB CLASS #	JOB TITLE	EFFECTIVE:		
		APR. 1	APR. 1	APR. 1
		1996	1998	1999

FARE INSPECTORS

**Fare Inspector:**

2611	Starting Rate (1)	16.25	16.58	16.80
2612	Mid-Point (2)	17.15	17.49	17.72
2613	Job Rate	18.05	18.41	18.65
2614	Law Enforcement Certificate (3)	18.60	18.97	19.22

**Working Supervisor, Fare Inspector:**

2620	Starting Rate (4)	19.28	19.67	19.93
2621	Mid-Point (5)	19.95	20.35	20.61
2623	Job Rate	20.62	21.03	21.30

- NOTES:
1. First 3 months for full time Fare Inspector, first 520 hours for Relief.
  2. Second 3 months for full time Fare Inspector, second 520 hours for Relief.
  3. Fare Inspectors will move to this rate upon completion of the Law Enforcement Certificate.
  4. First 6 months for full time Working Supervisor Fare Inspector, first 1040 hours for Relief.
  5. Second 6 months for full time Working Supervisor Fare Inspector, second 1040 hours for Relief.
  6. When a Fare Inspector performs Court Liaison Duty, the employee shall receive a premium of \$1.00 per hour.

**APPENDIX "B"**

**GLOSSARY OF DEFINITIONS**

ACTIVE ROLL shall include those employees:

- (a) who are filling an authorized post on the establishment and drawing wages;
- (b) who are receiving Sick Benefit Payments;
- (c) who are in their first 17 weeks of Workers' Compensation and are deemed employable;
- (d) who are serving on Jury Duty;
- (e) who are on Bereavement Leave;
- (f) who are on authorized vacation;
- (g) who are on temporary unpaid authorized absence up to 20 working days or equivalent to two full pay periods;
- (h) who are on authorized Maternity or Parental Leave.

BASIC EARNINGS shall mean the actual remuneration received by an employee by way of wages, calculated by multiplying the job classification rate by the normal working hours of an employee.

BASIC HOURLY RATE shall mean the hourly rate for a job classification but shall not include differentials or other premium payments.

BOOKED OPERATORS shall mean all operators who are booked on work shifts assembled by the Commission and shall include early morning spares booked prior to 06:00 hours.

BOOKING shall mean the selection and assigning of work shifts by seniority.

CHECK OFF shall mean the deduction from an employee's pay of union dues.

CIVIC HOLIDAY shall mean the day observed as a Holiday in the Province of Ontario on the first Monday in the month of August.

CLASSIFY shall mean to designate the job functions according to operational categories within the Commission.

COMMISSION VEHICLE shall mean any bus, truck, radio car, grader or similar vehicle which is owned, under lease by, or under the operating control of the Commission.

CURRENT RATE shall mean the job classification rate in effect through the annual stages of the collective agreement and regularly paid to an employee.

DEMOTE shall mean the re-assignment of an employee to a lower job classification.

DEPARTMENT shall be defined as the Operating Department and the Non-Operating Department of the Transportation Operations Division, the Plant Department, the Vehicle Maintenance Department and the Stores Department of the Equipment Division and the Security and Claims Department.

DIFFERENTIAL RATE shall mean an hourly rate paid in addition to the basic hourly rate.

EMPLOYEE shall mean a person on the employment roll of the Ottawa-Carleton Regional Transit Commission.

ESTABLISHMENT shall mean the roster of job posts authorized as part of the annual operating budget.

EX-EMPLOYEE ROLL shall include those employees:

- (a) who retired under the terms of the Commission retirement plan;
- (b) who have reached age 65;
- (c) who have resigned or been terminated;
- (d) who are deemed to have become total&and permanently disabled and are not considered to be employable;
- (e) who have been transferred from the Inactive Roll after a maximum period of 2 years;
- (f) who are deceased.

FINAL EXAMINATION shall mean the evaluation procedure used by the employee's Division at the end of the Probationary Period to assess the employee's suitability to be confirmed as a full-time regular employee.

HOLIDAY PAY shall mean the rate of pay which has been established to be paid to employees who work on General Holidays and Designated Holidays.

INACTIVE ROLL shall include those employees:

- (a) who are on authorized Leave of Absence without pay for more than 20 working days;
- (b) who are receiving Long Term Disability benefits or after received 17 weeks of Workers' Compensation (Employees in this category will remain on the Inactive Roll for a period of 2 years or until they are deemed not to be re-employable) .

JOB CLASSIFICATION RATE shall mean the hourly rate for a job classification and includes a differential rate where applicable shall not include other premium payments.

LAY-OFF shall mean the cessation of employment due to lack of work.

LAY-UP shall mean the waiting time at the end of a trip.



LEAVE OF ABSENCE shall mean a defined period of absence without pay exceeding 20 continuous working days which has been authorized in writing. The employee is transferred to the Inactive Roll during such absence. Benefits will be suspended according to the terms of each plan. Vacation and service credits will not accumulate. Seniority will be protected according to existing Bargaining agreements. Employees granted Leave of Absence are expected to return to their own jobs if possible.

LOOSE PIECE or TRIPPER shall mean a piece of work that is not of sufficient value to be termed a full day's work. A Tripper is a Loose Piece which is in and out of a garage.

NON-OPERATORS shall mean all employees included in the Bargaining Unit who occupy jobs other than bus driver within the Transportation Operations Division.

NORMAL DAY'S PAY shall mean the daily pay for time worked at the job classification rate for a maximum of 8 hours daily.

NORMAL WORKING HOURS shall mean the hours during which an employee is paid the job classification rate. The maximum normal working hours in a year is 2080 hours.

OPERATORS shall mean all employees included in the Bargaining Unit who are qualified to occupy the position of bus driver.

OVERTIME shall mean the rate of pay paid to employees for all time worked in excess of the normal established working hours.

OVERTIME WORK shall mean work performed during periods which are in excess of the normal working hours.

PENSION PLAN shall mean the "Ottawa-Carleton Regional Transit Commission Employees Revised Pension Plan".

PLATFORM TIME shall mean the actual time an operator is on his or her run defined as one of the following:

- (a) the time the operator takes the run from the bin until the operator is relieved;
- (b) the time the operator reports five minutes before taking a bus on relief until the operator completes the run and returns the docket to the bin;
- (c) the time the operator reports five minutes before taking a bus on relief until the operator is relieved; or
- (d) the time the operator takes the run from the bin until the operator completes the run and returns it to the bin.

PRELIMINARY EXAMINATION shall be the testing process currently in use in the employee's department by which the Commission will evaluate the employee's job aptitudes and/or skills at the end of the assigned training period.

PROBATIONARY PERIOD shall mean a period of 12 months of continuous service which commences after the employee has passed the preliminary examination.

PROMOTE shall mean the advancement of an employee to a higher job classification.

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RECALL shall mean the calling back to active work within a maximum period of 12 months of employees who have been placed on lay-off.

REGULAR EMPLOYEE shall mean a person hired to fill an authorized post on the establishment and to work the established number of work hours.

REGULAR HOURS shall mean the periods of work within normal working hours.

REGULAR WAGES shall mean the job classification rate regularly paid to an employee.

REPORT TIME shall mean the time a booked operator is required to report for duty at the bin as indicated on the run guide or, in the case of a relief, five minutes before the relief time indicated on the run guide. For despatch purposes, work that is known to be open will continue to be assigned or booked by the spares five minutes in advance of the Report Time to ensure that this open work goes out on schedule.

SENIORITY

i) Commission Seniority

Dates from the first day of employment as a regular employee with the Commission and it determines,

- a) order of staff reductions, if necessary;
- b) number of weeks of annual vacation to which employees are entitled;
- c) employee benefits.

ii) Department Seniority

Dates from the first day of employment as a regular employee in the Department and it determines;

- a) priority to bid on vacancies occurring in the Department;
- b) priority in selection for filling vacancies within the Department.

iii) Classification Seniority

Dates from the first day of employment as a regular employee in the classification and it determines,

- a) priority to select shifts, location and/or type of work consistent with Commission requirements, except in the case of Posted Jobs;
- b) priority to select days off within the limitations of scheduled days off;
- c) priority in selecting time of annual vacation consistent with annual vacation schedule.

SPREAD TIME shall mean the total time elapsed from the first assignment of work until completion of the last assignment of work.

STRAIGHT TIME shall mean the working hours for which the job classification rate is paid.

SUSPENSION shall mean any period of enforced unpaid absence from work imposed on an employee by the Commission as a disciplinary measure. Employees on suspension shall remain on the Active Roll for a maximum period of 7 calendar days.

TEMPORARY ABSENCE shall mean an unpaid authorized absence not exceeding 20 continuous working days. The employee remains on the Active Roll. Benefit coverages continue and vacation and service credits will continue to accumulate. The employee's seniority is protected.

TERMINATION shall mean the cessation of employment at the initiative of the Commission. Terminated employees shall be placed on the Ex-employee Roll.

TRAINING PERIOD shall mean the period of time required for an employee to qualify for a position.

TRANSFER shall mean the assigning of an employee from one job function, division or department to another, either at the employee's request or at the request of the Commission.

WORK RECORD shall mean a file maintained within the division in which an employee works and which contains records of the employee's attendance, performance, accidents, disciplinary actions and other work related information.

NOTE: The above definitions are provided for purposes of clarification only and do not replace or modify any conditions or clauses as contained in the Collective Agreement.

APPENDIX "C"

BOOKING RULES - OPERATING SECTION (OPERATORS)

ARTICLE 1 - GENERAL BOOKING

- 1.1 The Commission agrees to submit to the Union headways, paddles and the most current information relating to the Workshift boards and schedules for the General Booking one week prior to them being posted and further agrees to advise the Union of any further changes as they occur.
- 1.2 The General Booking shall contain the following information:
  - 1.2.1 Daily Run Guide (Monday to Friday).
  - 1.2.2 Saturday Run Guide.
  - 1.2.3 Sunday Run Guide.
  - 1.2.4 Special Services.
  - 1.2.5 Schedules of the respective lines.
  - 1.2.6 Information as to the number of operators off Daily, Saturday, Sunday, Lieu Days and Vacation Periods.
- 1.3 All runs for the General Booking shall be posted at least one week prior to the General Booking.
- 1.4 All Bookings shall be in charge of a booking official appointed by the Commission. The Union shall designate two of its representatives to attend. The time of such representatives shall be paid half by the Commission and half by the Union subject to a minimum of three (3) hours pay by each party.
- 1.5 In the event that the Union Officer in attendance at the General Booking or any Union Officer acting in response to an operator's inquiry at a Daily Booking raises a problem in connection with the Booking with the Commission Officer in charge of the Booking, the following procedures shall apply:
  - 1.5.1 The Union and Commission Officers in attendance will attempt to resolve the problem between themselves.
  - 1.5.2 If the Officers cannot reach agreement, then the Commission Officer in charge of the Booking will contact one or more of the following management representatives in order to reach a final resolution to the problem:
    - a) Head of Booking Operations
    - b) Director of Transportation Staff Relations
    - c) Manager, Transportation Operations
  - 1.5.3 If the Commission Officers cannot resolve the problem, the responsible Commission Officer may halt the Booking.

- 1.6 There will be no unnecessary delays or any stoppage in the Daily or General Booking processes while the above procedures are taking place.
- 1.7 In the event a rebooking or other correction must take place, it will be done as quickly as possible.
- 1.8 All work and spare positions listed on the Run Guide at the General Booking shall be chosen in order of seniority and regular runs, swing runs and odd work shall be booked on a platform 'time basis.
- 1.9
  - (a) Operators who attend the General Booking will receive a maximum non-platform payment of 1 1/2 hours, subject to Section 1.10 below.
  - (b) Operators who attend the General Spare or Vacation Spare Booking will receive a maximum non-platform payment of 1 hour subject to 1.10 below.
  - (c) All other bookings are excluded from payment.
- 1.10 If an operator is unable to be present at the General, General Spare or Vacation Spare Booking by reason of working a run, arrangements shall be made for the operator to attend the booking. Any loss in pay time, including overtime, shall be made up by the Commission.
- 1.11 Operators who select runs or select spare up to and including 05:15 hours, must remain booked on such work until the next change of the board unless assigned to posted work.
- 1.12 Operators at bookings wishing to select spare shall have that privilege according to seniority until the spare board is filled. New operators who have not had the opportunity to book at regular bookings shall be allocated to such spare positions or work as the Commission deems necessary in accordance with the posting procedures.
- 1.13 Operators who stand down at the General Booking and book at the General Spare Booking cannot refuse runs after the spare positions have been filled and shall be referred to as regular booked operators.
- 1.14 If due to an error in calculating the required number of workshifts, a senior operator is required to select a run rather than select spare and the last operator is compelled to select spare due to no work, then the parties will meet to discuss alternate solutions. If there is no agreement, then a rebooking shall take place from the last place of the spare board.

- 1.15 Employees returning to operating staff from non-operating positions shall not be permitted to book prior to their return and shall work as last spare until they can book. Any new Operator starting after these employees have returned must follow these employees in seniority.
- 1.16 The Commission reserves the right to cover work that it feels can not be reasonably covered by the spare board such as football extras, sightseeing charters or special events. Should a spare not obtain eight hours because of this work being assigned as overtime, the Commission will guarantee the spare eight hours for the day provided all the booking rules have been complied with.
- 1.17 The current practice of allowing operators at least one Sunday off every 2 weeks will be continued. However, operators may elect to work both Sundays provided they have submitted their names to the Transportation Booking Office prior to each General Booking. Operators submitting their names must book to work both Sundays.
- 1.18 Any operator selecting weekday work from the loose pieces board with daily platform time of less than 6 hours in total shall be permitted to select full runs with a platform time of 7 hours, 36 minutes or more from the Saturday and Sunday boards in order to obtain the minimum requirement of two days off.
- 1.19 An operator who has selected a day off on which a General or Designated Holiday falls will be permitted to select work by seniority from the Holiday Board up to the cutting of the Board. In the case of Christmas Day and New Year's Day, a single cut applies to both holidays. Operators will be permitted to select to work both of these holidays only up to the closing of the Board for either day.

## ARTICLE 2 - ADDITIONAL WORK

- 2.1 Operators wishing to select additional work must submit their names prior to the special booking for this work and shall be booked in order of seniority. Furthermore, operators will not be required to work such work on their normal day(s) off.
- 2.2 Operators wishing to select additional work on a daily basis shall notify the Despatcher before 11:00 hours of the day they wish to work. Operators shall be entitled to book on all work starting after 12:00 hours that cannot be covered by regular booked spares. (Special arrangements apply during the period of the Central Canada Exhibition.)

- 2.3 Operators seeking additional work shall, in order of seniority, be permitted to book if such work does not interfere with their regular work including 14:30 spares. Should work be available after the regular spares have booked, the despatcher shall cover the portion deemed necessary with the operators seeking additional work.
- 2.4 Operators seeking additional work are not required to be available at 06:00 hours, 06:30 hours or 07:00 hours to receive actual work. However, should they not be available at these times and fail to get work, they are not entitled to standby hours unless they are requested by the despatcher to remain. Operators who the despatcher feels reported too late to be of any assistance will not be paid standby or given work.
- 2.5 When an employee has reported for overtime work but remains on standby due to a booking error or shortage of vehicles, any time not worked will be treated as platform time and the operator will receive any applicable overtime payment and will not be required to work overtime beyond his or her normal finishing time.

### ARTICLE 3 - POSTINGS

- 3.1 When runs or early morning spare positions become vacant for more than two weeks, they shall be posted for not less than three days. Operators booked on these runs must take the weekdays off which go with the runs or the early morning spare position. The total number of days off to which they will be entitled will be calculated on platform hours in the same manner as at the General Booking.
- ~~3.2 Daily run postings are open to all Monday to Friday Spares who could not book such work at the General Booking. Early morning spare positions are open to qualified Monday to Friday General Spares who could not book such work at the General Booking.~~
- 3.3 Saturday runs and early morning spare postings are only open to those Saturday 06:00, 06:30, 07:00, 09:30 and 14:30 spares who could not book such work at the General Booking.
- 3.4 Sunday runs and early morning spare postings are only open to those Sunday 06:00, 06:30, 07:00, 09:30 and 14:30 spares who could not book such work at the General Booking.
- ~~3.5 Spares who qualify for postings must select work which is appropriate to the spare position.~~
- ~~3.6 Those General Spares who are forced to book 14:30 spare positions on less than fifty percent (50%) of a two week assignment are permitted to book on posted day work.~~

- 3.7 Prior to assigning new operators to the spare board, a posting will be conducted if there are four weeks or more remaining in the booking. Those spares who could not book these posted spare positions at the General Spare Booking will be eligible to bid on such postings. When such posting has been completed, the new operators will then be assigned to the spares' work who moved up on the posting.
- 3.8 In the event of having to repost work for a second or subsequent time, the work shall again be posted according to the seniority number of the operator who originally selected the work at the General Booking.

ARTICLE 4 - VACATION SPARES

- 4.1 During the period of annual vacations, operators who select to work as Vacation Spares shall retain their own seniority and not the seniority of the operator they replace.
- 4.2 When work is not available, Vacation Spares who are required to book on the Spare Board, shall follow the regular booked spares.
- ~~4.3 Operators who select to work as Floating Spares at the General Booking shall hold their own seniority among Booked Spares and Vacation Spares.~~
- ~~4.4 Floating Spares, Vacation and Booked Spares will be permitted to pass down work and garage transfers to Open Holiday Spares.~~
- ~~4.5 Floating spares are not eligible to bid up on posted work.~~
- ~~4.6 Floating spares are assigned on a weekly basis to Early Morning and Morning Spare positions.~~

ARTICLE 5 - SIGHTSEEING

- 5.1 Operators qualified for sightseeing work shall select from the sightseeing work available for the booking period at the General Booking. (This applies to regular sightseeing operated daily by the Commission from mid-May to the latter part of October).
- 5.2 Charter sightseeing, when operated on a permanent daily basis, shall, if at all possible, be made available at the General Booking. If not posted at the General Booking, it shall be posted for qualified sightseeing operators on the Spare Board to bid on as soon as possible.
- 5.3 The French language Sightseeing Tour is to be left separate and not to be attached to any other regular or charter sightseeing or any work on a regular basis which would discriminate against the operator who does not speak French,



- 5.4 Charter sightseeing, when operated on a one or two day week basis, shall be made available to the operators on the Spare Board who are qualified sightseeing operators (subject to Clause 9, Section 9, Subsection 9.3 of the Main Agreement).
- 5.5 Operators, who have qualified for sightseeing and are on the Spare Board, shall when being last spare select any open sightseeing work. Operators, who have been forced on sightseeing, shall be guaranteed their day (8 hours) regardless of the platform time received, but must accept any work finishing within their spread. Should such work be cancelled after being selected by a spare, there shall be no loss of pay time, provided the spare accepts any work in his or her spread time.
- 5.6 Operators seeking charter sightseeing and sightseeing work on weekends and holidays that cannot be covered by eligible spares shall contact the Booking Section prior to 12:00 noon on Fridays. A list of sightseeing operators will be prepared and forwarded to the despatcher. Sightseeing operators whose names are on the list will be called and/or be given charter sightseeing and sightseeing work ahead of any other sightseeing operator seeking additional work.
- 5.7 Spares being transferred for sightseeing work shall hold their seniority among sightseeing spares.

ARTICLE 6 - CHARTER WORK

- 6.1 A charter with booked time of three (3) hours or less shall be allocated to a depot by the Booking Clerk in the Transportation Operations Office. Charters shall be offered to the spares at the depot specified, and when necessary, to the spares at the other depots.
- 6.2 All charters with booked time of over three (3) hours are to be made available to the senior qualified spare requesting such work regardless of the depot booked from. It is the responsibility of the despatcher on duty at all depots to make sure the work is made available provided the regular work can be covered by that depot.
- 6.3 All charter work shall be listed on the spare board at all depots and shall be booked by regular spares in order of seniority. If all spares turn down the charter or charters, the despatcher, if necessary, shall hold the last spare or spares for this work.
- 6.4 Should there be no 14:30 spares available, charters commencing at 18:00 hours or later shall be given to the senior operator requesting work (see Article 2, Subsection 2.2).

- 6.5 When a charter contract requires the handling of luggage, the operator selecting such charter work must be capable of handling the luggage as indicated on the contract. The Commission will compensate the operator \$10.00 when this duty is performed.

ARTICLE 7 - ACTING DESPATCHERS AND TRANSIT SUPERVISORS

Operators booked on other work on a regular basis, such as Acting Despatchers, Acting Transit Supervisors, etc., shall book as General Spares at the General Booking and shall book as spares only. They are not permitted to bid on posted work. The Commission shall advise the Union of those operators so affected when submitting the workshift boards.

ARTICLE 8 - WORK BUSES

Operators who are forced to book on work buses and are obliged to report for duty prior to 09:30 hours shall be excused with no loss of pay.

ARTICLE 9 - DAILY BOOKINGS

- 9.1 Despatchers at the respective Booking Offices shall post the forms provided with the names and numbers of all spares required to report each day.
- 9.2 Spares shall report at designated time and place of bookings.
- 9.3 Should spare operators report late, the actual time of report shall be marked opposite their names. In the event spare operators fail to report, "N.R." (no report) shall be marked opposite their names. Spare operators calling to give reasons for being late or absent shall have such reasons marked opposite their names.
- 9.4 Spare operators who report late shall hold no seniority among the regular qualified spares, but shall be booked in order of seniority with other late report operators.
- 9.5 Morning spare operators who call their respective depots and are informed by the despatcher that they are not needed may report to the depot of their choice before 08:00 hours and they shall be qualified to hold their own seniority at the 09:30 booking.
- 9.6 When a Daily Booking error affecting Spares can be corrected prior to their next scheduled Booking they will be permitted to attend the Booking and hold their seniority.

- 9.7 Spare operators failing to report in person before 08:00 hours shall not hold their seniority at the 09:30 booking, but shall be booked in order of seniority with other late report operators after the qualified 09:30 spares.
- 9.8 The despatcher in charge of each booking shall list all work known to be open in order to permit spares to see the open work. Spares shall select work in order of seniority with early morning spares being compelled to book on runs out prior to 06:00 hours.
- 9.9 Should there be more pieces of work than can be covered by regular booked spares, the Despatcher in charge of the booking, under the direction of the Superintendent of Service shall list only the most important pieces of work that regular booked spares can book. Other work will be listed as D.N.B. (Do Not Book).
- 9.10 The last spare at the respective bookings must accept the work within the spread time or automatically suspends himself or herself (for that date only). The operator must report the reason for suspending himself or herself to the Transportation Operations Division as soon as possible. The work in question is then to be split up and offered to the other spares.
- 9.11 Regular booked spares at all bookings are permitted in order of seniority to select from the work available regardless of the platform time involved provided the work available can be covered by regular booked spares having due regard to overtime payment controls.
- 9.12 A spare may turn down work provided there is a spare behind him or her without losing his or her guarantee or affecting his or her seniority provided the open work can be covered by the regular spares having due regard to overtime payment controls.
- 9.13 Morning spare operators who have been forced to accept work on the street at the 09:30 booking will be guaranteed eight (8) hours for their day provided they have not refused a full day's work. Early morning and morning spares returning to the 09:30 Booking qualify for an 8-hour guarantee if there is no work within the spare's spread which would have enabled the spare to be paid 8 hours. This includes work cut by the Despatcher.
- This guarantee is unavailable to spares who passed on a day's work at an earlier booking or who have turned down work at the 09:30 Booking which would have enabled them to obtain the 8-hour guarantee.
- 9.14 Despatchers will make every effort to move spares to an earlier reporting time when they become aware that early A.M. spares will be absent from duty for more than one day. On a day-to-day basis, despatchers will only move up spares to an earlier reporting time when deemed necessary. The spares, regardless of

seniority, shall follow the regular booked spares according to seniority. Spare operators moved up to an earlier reporting time will only have to accept work within that spread time.

9.15 When the Despatcher has determined that a spare shall be moved into an early a.m. slot, the Despatcher will make every effort to contact eligible morning spares in order of seniority. Since runs must be booked by time-out, if all a.m. spares refuse to move up, the early a.m. spare may lose the option of a straight run. In this case, the early a.m. spare can request splitting of the 2 or 3 piece run on which he or she is forced. Remaining runs will be offered to a.m. spares and scroungers by seniority until their normal reporting time.

9.16 Booked operators, including operators booked on straight runs in the morning, shall be permitted to give part of their runs away to the Despatcher to be booked on by spares. The parts of the runs given away must be not less than two (2) hours and shall be given away until 08:45 hours at the earliest.

9.17 Despatchers are required to list on separate Spare Operator Sheets the names of operators called in by them or who may report on speculation, together with the time they report. Should the operators concerned be requested to standby, they shall be entitled to reporting allowance if no work is available. If work becomes available, then the senior operator shall be entitled to such work. Should the senior operator turn down work, he or she shall not be eligible for any reporting allowance. Standby is only paid when deemed necessary by the despatcher.

9.18 SPARES - 03:00 - 03:15 - 03:30 - 03:45 - 04:00 - 05:00 -  
05:15 - 05:30 - 05:45 - 06:00 - 06:30 and 07:00

The above spares shall take seniority at each report up to and including the 07:00 booking.

9.19 EARLY MORNING SPARES - 03:00 - 03:15 - 03:30 - 03:45 - 04:00 -  
05:00 - 05:15 - 05:30 and 05:45

9.19.1 The above early morning spares do not have to take work that finishes beyond their twelve hour spread.

9.19.2 When there is more work available at the 09:30 Booking than there are spares, then the early morning spares must accept any work that would not take them outside of their 12 hour spread, including work cut by the Despatcher.

9.19.3 Daily 05:30, 05:45 Spare positions will be booked at the Advanced Bookings.

9.20 BOOKINGS - 06:00 - 06:30 and 07:00

9.20.1 The order of booking shall be as follows.

- (a) All qualified morning spares.
- (b) Vacation Spares - if no work is available, they shall follow regular spares and be considered as spares. (See Article 4, Subsection 4.2).
- (c) 06:00, 06:30, and 07:00 spares and booked operators reporting late.

9.20.2 At the 06:00, 06:30, 07:00 Bookings, spares do not have to take runs finishing after 18:30 hours (re: 06:00 spares), 19:00 hours (re: 06:30 spares), 19:30 hours (07:00 spares). Runs finishing after 18:30 hours, 19:00 hours and 19:30 hours can be split on request by the despatcher after all qualified 06:00, 06:30 and 07:00 spares have refused the run. If the run is split, it must again be booked in order of seniority.

9.20.3 At the 06:00, 06:30 and 07:00 Bookings, if required, the Commission reserves the right to transfer spares on a daily basis between depots providing transportation is made available. (Despatcher is permitted to retain two (2) spares to cover any late open work.) Transferred spares may request two and three piece runs be split. The Commission agrees that spares shall not be transferred from one depot to another except in the case of an emergency. E.g. - Spares shall be transferred only if there are no spares available (including employees seeking additional work) to cover this open work.

9.21 BOOKINGS - 09:30

9.21.1 The order of booking shall be as follows:

- (a) **All** qualified morning spares up to and including booked 09:30 spares. (See Article 9, Subsection 9.6.)
- (b) Vacation Spares in order to seniority. (Subject to Article 4, Subsection 4.2).
- (c) Spares moved up from 14:30 hours.
- (d) Morning spares (who did not report in person to their respective depots before 08:00 hours) and Booked Operators reporting late in order of seniority,

- (e) All other operators who may be seeking additional work in order of seniority, including 14:30 spares, if permitted by despatcher.

9.21.2 Booked 09:30 spares do not have to take runs finishing after 20:00 hours on weekends or 20:59 daily. Runs finishing after these times can be split on request by the Despatcher after all qualified 09:30 spares have refused the run. If the run is split, it must be booked again in order of seniority. Any work on Saturdays, Sundays or Holidays booked out of a depot at 09:30 hours or later shall be booked by the day Despatcher. Such work shall be booked first at the 09:30 Booking.

9.21.3 At the 09:30 Booking, 06:00, 06:30, 07:00 and 09:30 spares are not eligible to book on any work that starts at 18:00 hours or later. (Subject to Article 9, Subsection 9.21.2).

## 9.22 BOOKINGS - 14:30

9.22.1 The despatcher in charge shall list all spares required to report at 14:30 hours as well as all work available.

- (a) Spares failing to report to the despatcher on completion of their trippers or other work finishing prior to 20:30 hours shall lose their guarantee.
- (b) The last or junior 14:30 spares must take a run finishing after 01:30 hours.
- (c) 14:30 spares shall not be forced to work prior to 14:30. Relief runs commencing before 14:30 hours may be split by the Despatcher and the first part sent to the 09:30 Booking.

9.22.2 The order of booking shall be as follows:

- (a) All qualified 14:30 spares.
- (b) 14:30 Vacation Spares in order of seniority. (Subject to Article 4, Subsection 4.2).
- (c) 14:30 spares reporting late (if spares report to the despatching centre).
- (d) Operators requesting additional work in order of seniority (refer to Article 2).

9.22.3 If 14:30 spares show up on speculation or on request (subject to Article 9, Subsection 9.14) at the 06:00, 06:30, 07:00 or 09:30 Booking and obtain a full day's

work, the despatcher is to inform them whether or not they are to report at the 14:30 Booking. If they receive a full day's work at a booking earlier than 14:30, they cannot be forced to report at their official time unless the afternoon report is agreeable to the operator. Operators, if they so desire, may refuse to take the work prior to their official 14:30 report. Should operators refuse to report at the 14:30 Booking, the despatcher may, if he or she anticipates a shortage of operators to cover reliefs, etc., refuse to give out work in the morning to the 14:30 spares.

9.22.4 The 14:30 spares cannot under any circumstances hold two seniorities except in a case of emergency.

9.22.5 When a 14:30 spare receives the call-up and, there are more 14:30 spares than relief runs and priority work, the spare will be given the choice of open relief runs, priority work and available long trippers, based on platform time.

If no trippers exist, the 14:30 spare will be assigned to a depot.

9.22.6 Should an operator receive a short piece of work prior to 14:30, the operator can take his or her normal seniority amongst all other 14:30 spares at the 14:30 booking. If operators are called in by the despatcher because of a possible shortage of morning operators, they shall receive a minimum of two (2) hours standby should they not get work and then take their regular seniority at the 14:30 booking.

9.22.7 When a relief run comes open after the completion of the 14:30 Booking and there are no available spares, the order of booking of 14:30 spares who have already been assigned peak period work will be as follows:

(a) 14:30 spares assigned to trippers or other peak period work returning to the depot, by seniority.

## 9.23 SPARE OPERATOR BOOKING DISPUTES

9.23.1 Should a dispute arise in reference to spare operators booking at any of the booking times and at any of the booking depots, the Despatcher's ruling must be accepted until a final hearing is obtained from the Department of Transportation Staff Relations. Should the ruling favour the operator, a minimum of two (2) hours shall be paid this operator, including all spread variances.

9.23.2 When a Daily Booking error affecting Spares can be corrected prior to the next scheduled Booking they will be permitted to attend the Booking and hold their seniority.

9.23.3 If a spare operator has been forced on work by a booking error, a correction will be done as quickly as possible.

9.24 Any work that comes open after the finishing time of a spare's standby will be offered to all available spares and scroungers on the basis of seniority. If they refuse the piece of work the last available spare will be forced to take the first 2 hours only.

#### **ARTICLE 10 - CENTRAL CANADA EXHIBITION**

##### 10.1 **EXHIBITION SUNDAYS**

Should Saturday schedules and/or special schedules and work shifts be in effect, operators who are normally booked to work Sundays shall have the first opportunity to book work on the Sundays during the Exhibition in priority to those operators seeking additional work. Operators booked on Sunday work must book on work at this special booking.

##### 10.2 **EXHIBITION SATURDAYS**

Saturday schedules and work shifts shall be in effect. The booking of extra work for each Saturday shall normally take place at St. Laurent Depot at 08:00 hours on Exhibition Saturday's 09:30 spares shall report at 08:00 hours on these days. Regular spares will be permitted to book on any eight hour extra or regular work shift available subject to Article 9 Subsection 9.9.

##### 10.3 **EXHIBITION WEEKDAYS**

For the first Thursday and Friday ONLY, the booking of extra work usually starting at 09:30 hours or later, shall take place at 09:00 hours.

##### 10.4 **EXHIBITION REGULAR DAYS OFF**

Operators shall be permitted their regular days off during the period of the Central Canada Exhibition.

##### 10.5 **EXHIBITION OVERTIME**

During the period of the Central Canada Exhibition, overtime will be distributed equally on a seniority basis, subject to the control of Management and two Union Officers who shall be paid by the Commission.

##### 10.6 **EXHIBITION DAYS OFF FOR VACATION SPARES**

During the period of the Central Canada Exhibition, Vacation Spares shall book on a five (5) day week only provided the Exhibition work shifts that they book on allow them two (2) days off.



**ARTICLE 11 - SPLITTING OF VACATION WEEK**

- 11.1 One week of annual vacation may be split up into odd days.
- 11.2 Operators who wish to split a week's vacation in the coming year must indicate this at the Fall booking.
- 11.3 Whatever number of Operators choose to split a vacation week in the coming year, there will be a corresponding reduction in planned vacation weeks and in the number of regular holiday spares.
- 11.4 Additional general spare positions will be created as required. Despatchers may transfer spares between garages on a daily basis for work known in advance in accordance with the current practice.
- 11.5 At each General Booking, Operators may select from a single day vacation board allotment for the balance of the calendar year up to their 5 day entitlement. There will be no single day vacation allotments on the General Booking boards for the summer or Christmas bookings or on statutory holidays. During booking periods, unused days may be booked with at least 5 days notice in writing in order of receipt of request by the Booking Office from days remaining on the single day vacation allotment.
- 11.6 Any unused single vacation days at the end of the -year will be carried over to the next calendar year. If there is any carryover to the next year, an operator will not be permitted to split an additional week of vacation for that year.
- 11.7 The procedures mentioned in Sections 11.1 to 11.6 shall be in effect on a trial basis for the 1992 vacation year. At the time of the 1992 Fall Booking, either party may revoke the split vacation week program if there is a build-up of unused days and/or agreement cannot be reached with regard to their disposition and further vacation week splitting.

**ARTICLE 12 - OPERATOR SHIFT EXCHANGE**

- ~~12.1 Operators may exchange shifts with other operators and the specific rules and procedures are set out in the posted shift exchange guidelines.~~

**PAY ALLOWANCES**

1. If elapsed time between pieces of work is one (1) hour or less, through time on such runs shall be paid provided such runs are assembled by the Commission. A spare who works such a run shall also be paid through time if he or she performs the work on both sides of it.

2. (a) Operators who have a full day's work and take an additional piece of work shall receive not less than two (2) hours pay time.
- (b) Operators required to work pieces of less than two (2) hours duration shall be guaranteed two (2) hours for such work. The two (2) hour guarantee is to include any paythrough, standby or make up time when concurrent. When two pieces of work overlap because of guarantees, operators shall be paid from the time they report on the first piece of work until they return on the last piece of work.

I.E. 07:00 SPARE

Report 07:00 - Standby to 07:30  
PAY 30 mins.

5-6 St.Laurent 07:30 St, Laurent 09:00  
PAY 1 Hr 30 mins.

TOTAL PAY FOR WORK            2 Hours

- (c) For the purpose of calculating the hours required to entitle a spare to eight (8) hours pay, it is recognized that platform hours, standby hours and make-up time will be considered for daily guarantee purposes.
3. Operators booked as 03:00, 03:15, 03:30, 03:45, 04:00, 05:00, 05:15, 05:30 and 05:45 spares shall be paid from the time they report until the time they go out on runs up to 08:00 hours. To be eligible for daily guarantees, spares shall report to the 09:30 hours Booking.
  4. (a) Operators booked as 03:00, 03:15, 03:30, 03:45, and 04:00 spares shall be paid a minimum of six (6) hours pay including all morning reports up to and including the 09:30 booking and a minimum of eight (8) hours pay if work received exceeds four (4) hours actual working time provided all booking rules have been complied with.
  - (b) Operators booked as 05:00, 05:15, 05:30, and 05:45 spares shall be paid a minimum of six (6) hours pay including all morning reports up to and including the 09:30 booking, and a minimum of eight (8) hours pay if work received exceeds five (5) hours actual working time, provided all booking rules have been complied with.
  - (c) Operators booked as 03:00, 03:15, 03:30, 03:45, 04:00, 05:00, 05:15, 05:30 and 05:45 spares shall be paid from the time they report until the time they go out on runs until 08:00 hours,

5. (a) Operators booked as 06:00, 06:30 and 07:00 spares shall be paid a maximum of two (2) hours reporting allowances provided they do not leave the booking office before 08:00 hours, 08:30 hours or 09:00 hours and provided all booking rules have been complied with.
- (b) Operators booked as 06:00, 06:30 or 07:00 spares shall be paid from the time they report until the time they go out on runs up to 08:00 hours, 08:30 hours and 09:00 hours respectively. To be eligible for daily guarantees, spares must report to the 09:30 Booking.
- (c) The Commission guarantees to spare operators, six (6) hours pay for each scheduled day worked, and for work in excess of six (6) hours platform time, a minimum of eight (8) hours pay, provided all booking rules have been complied with.
- (d) Operators booked on loose pieces must take a minimum two days off during a two week pay period.
- 
- ~~(e) The minimum of 76 booked hours in a pay period will not apply to operators who are unable, at the General Booking, to book work with four days off in a single pay period.~~
- ~~These operators will be permitted to select one additional day off at the General Booking and their pay will be adjusted to reflect the reduced number of hours.~~
6. (a) Operators who are booked as 09:30 spares and receive work assignments by telephone from 08:00 hours shall receive a call-up allowance of 30 minutes pay.
- Operators booked as 09:30 Spares who are required to report to a depot to select work assignments shall be paid from 09:30 hours until the time they go out on runs up until 11:30 hours.
- (b) Operators booked as 09:30 spares shall be paid a minimum of six (6) hours pay and a minimum of eight (8) hours pay if work received exceeds six (6) hours actual working time, provided all other booking rules have been complied with. In order to qualify for the six (6) or eight (8) hours pay, 09:30 spares must accept any work available that would not take them beyond 20:00 hours on weekends or 20:59 daily. If no work is available, operators shall be required to standby from 09:30 hours to 15:30 hours to receive their six (6) hours pay.
7. (a) Operators booked as 14:30 spares are required to be available from 11:30 hours to select their work assignments over the telephone. The Commission will pay 30 minutes call-up pay to 14:30 spares who actually receive their work assignment or standby by telephone.

- (b) Operators booked as 14:30 spares, when required to report at 14:30 hours, shall be paid from the time they report until the time they go out on runs up until 16:30 hours.
- (c) Operators booked as 14:30 spares shall be paid a minimum of six (6) hours pay and a minimum of eight (8) hours pay if work received exceeds six (6) hours working time provided all other booking rules have been complied with. If no work is available, spares shall be required to standby until 20:30 hours to received their six (6) hours pay.

8. The Commission guarantees to operators engaged in charter sightseeing work, a minimum of three (3) hours pay for any charter sightseeing work, providing there is no overlap in pay time.

9. SIX HOUR OPERATORS

- (a) The Commission guarantees that six (6) hour operators working inside or outside of their normal working spread shall be paid for such time in addition to their normal six (6) hours.
- (b) The Commission guarantees that six (6) hour operators, who have slept in and have been requested by the despatcher to report, shall be paid two (2) hours standby time provided, that the operator, when called in, does not refuse any available work.
- (c) The Commission guarantees that six (6) hour operators, who have slept in and are able to work a tripper or a piece of work in the morning and afternoon peak of at least the same value (but not less), shall remain their guarantee.

10. (a) Operators booking on morning Peak Hour Trippers or pieces of runs and afternoon Peak Hour Trippers or pieces of runs extending until 16:30 hours or later with platform time of four hours and 30 minutes or more shall receive a minimum guarantee of six hours pay for such work. The six hours will be treated as if it were platform time in calculating overtime entitlement after eight hours of work in a day or after eighty hours of work in a two week pay period.

- (b) Such operators booking on platform work of seven hours and 36 minutes or booking on platform work of less than that but which requires seven hours and 36 minutes to complete will receive a minimum of eight hours pay. Operators booked 6 hours or more platform time are not required to work after 16:30 hours.

11. The Commission agrees that spare operators transferred from one depot to another will be paid a non-platform allowance not to exceed 30 minutes. If operators wish to return to the original depot, they must return when transportation is made available,

APPENDIX "D"

BOOKING RULES - NON-OPERATING SECTION EMPLOYEES (DESPATCHERS)

ARTICLE NO. 1 - SENIORITY

All permanent staff in the Non-Operating Section shall be booked in accordance with seniority in that Department, and all things being equal, seniority shall prevail.

ARTICLE NO. 2 - GENERAL BOOKINGS

The workshift board for the General Booking shall be submitted to the Union Committee one (1) week prior to being posted. The Union Committee's request for changes shall be subject to discussion with the Director of Transportation Staff Relations. The General Booking shall contain the DAILY, SATURDAY, SUNDAY, STATUTORY HOLIDAYS, AND ANNUAL VACATIONS workshifts. All shifts listed shall be selected in order of seniority and the Commission is to be the sole judge of each employee's competency to discharge the duties effectively. Employees, who book on shifts or as holiday spares at the General Booking, must remain booked on such work until the next change of the board.

ARTICLE NO. 3 - BOOKING REPRESENTATIVES

All bookings shall be in charge of a booking official appointed by the Commission, and the Union shall designate one of its representatives to attend. If an employee is unable to be present at a booking, the employee shall be booked by the Commission and Union representatives, having due regard for seniority.

ARTICLE NO. 4 - REBOOKINGS

Should a shift become vacant for a period of four (4) weeks or more due to illness etc., or a shift is added, a rebooking shall take place within one week of notification of the shift vacancy or addition.

ARTICLE NO. 5 - BOOKING OFF

Should an employee wish to be absent from duty for any reason for a complete shift or part of a shift, the Employee must call the office or the appointed representative and provide five (5) hours lead time Mondays to Fridays; on Saturdays, Sundays or Statutory Holidays the lead time required is one (1) full day. If a relief employee cannot be found, it is mandatory that the booked employee commence the shift on time and remain until a replacement is obtained. Should an emergency arise during the night or on a Saturday, Sunday or Holidays, the employee must call the Despatcher on duty at St. Laurent Depot.

ARTICLE NO. 6 - DISTRIBUTION OF OVERTIME WORK

When overtime work is required and an Acting Despatcher is not available for the open work shift at straight time, the work shall be offered first to Regular Despatchers according to seniority and then to the Acting Despatchers according to seniority. If no one accepts the work, the last Acting Despatcher will have to take the work. If this is a day off, he or she will be given another day off in lieu.

ARTICLE NO. 7 - EXCHANGE OF DAYS OFF

A request for an exchange of days off must be approved by the Commission. Exchanged days off are paid at straight time,.

ARTICLE NO. 8 - CENTRAL CANADA EXHIBITION

All employees shall be permitted their regular days off during the period of the Central Canada Exhibition.

ARTICLE NO. 9 - STATUTORY HOLIDAY BOOKINGS

- (a) The Commission shall determine the number of shifts to be worked on a general or designated holiday.
- (b) All regular shifts on a general or designated holiday must be booked by Regular and Acting Despatchers who book shifts at the Despatchers General Booking.
- (c) Work shifts which may become available for general or designated holidays after a General Booking has taken place shall be covered by regular and Acting Despatchers booked for the week who did not have an opportunity to book at the Despatchers General Booking.

ARTICLE NO. 10 - ANNUAL VACATIONS

- (a) Vacations shall be taken throughout the calendar year. Choice of vacations shall be governed by Department seniority.
- (b) A minimum of 4 employees at any one time shall be permitted to take vacations during the summer booking only.
- (c) A minimum of 4 employees shall be permitted to take vacations during Christmas Week.
- (d) The booking of annual vacations shall be held at the same time as General Bookings. Requests for vacation at other times must be submitted to the Commission one week in advance.

- (e) With the permission of the Commission, one week of annual vacation may be broken up into odd days for compassionate reasons.
- (f) An employee on annual vacation shall not be recalled except in the case of an emergency.

ARTICLE NO. 11 - ACTING DESPATCHERS

- (a) Acting Despatchers who book at the operators General Booking are entitled to bid on additional work as an operator amongst all other operators on their day off. However, as an Acting Despatcher, the employee is not entitled to work his or her regular booked work as an operator on his or her day off.
- (b) Acting Despatchers shall book their annual vacations through the Senior Booking Officer and not among the regular despatchers or operating personnel.
- (c) Acting Despatchers must cover work shifts as they become available due to sickness, etc. Acting Despatchers may turn down work provided there is an Acting Despatcher available to take the work. If there is none available, the last Acting Despatcher must take the work.
- (d) Acting Despatchers will not lose any pay if forced into an overlap of shifts which reduces his or her scheduled work time.'
- (e) Acting Despatchers who work night fare box shifts and are obliged to report for duty prior to 09:30 hours shall be excused with no loss of pay.



APPENDIX "E"

BOOKING RULES - EQUIPMENT DIVISION

1. DEPARTMENT DEFINITION

The Equipment Division is composed of persons who work regularly in the following Departments:

(a) Vehicle Maintenance Department

This includes all persons who work on maintenance and servicing of buses and bus parts, service cars and trucks and the machine shop.

(b) Plant Department

This includes all persons who work on inspection and repair of buildings, equipment, facilities, and services such as janitorial and cleaning. It also includes such things as snow removal, bus stops and other outside work.

(c) Stores Department

This includes persons in stores who control and supply material for all the above.

2. BOOKINGS

Bookings are prepared by the Commission and establish how many persons of various classifications are required on various shifts. They also indicate working hours, garage supervisor, and, in some cases, general nature of work.

Bookings also provide opportunities for employees to select or change work shifts to satisfy their preference in terms of hours, location, type of work etc. It also permits an employee to concentrate and specialize in specific types of work or diversity.

A General Booking of work shifts shall be conducted twice a year or more frequently if necessary. Bookings shall take place on or within a week of the first Saturday of March and on or within a week of the first Saturday in October. Bookings shall become effective on or within a week of the third Sunday in April and on or within a week of the third Sunday in November.

3. BOOKING OF WORK SHIFTS

(a) The order of booking in the Vehicle Maintenance Department shall be as follows:

1. Motor Mechanics
2. Body Repairers
3. Stores Staff
4. Garage Attendants
5. Automotive Electricians
6. Unit Repair Staff

(b) Bookings will be held in the Plant Department as follows:

1. Energy Systems General Repairers
2. Building Service Attendants

The booking sheets shall specify all locations.

(c) Employees shall book in order of seniority in their respective classifications.

(d) Employees required to book will be notified in the form of a Notice or Memorandum posted with booking sheets. Employees unable to attend this booking due to sickness or vacation, must advise the Management Official in charge of their booking and Union Officials of their selection in writing prior to 8:00 a.m. on the day preceding the booking. Other employees who are absent shall be booked by Management and Union Officials attending and such booking shall be final.

(e) Employees who must attend such bookings outside their regular working hours shall receive 1 1/2 hours pay at straight time rates.

(f) Proposed establishments and work shifts shall be posted at least two weeks prior to a booking and the Commission undertakes to submit the establishments and shifts to the Union at least one week prior to posting.

(g) The booking shall be conducted by officials appointed by the Commission and the Union shall designate its officials to attend. The Commission agrees to pay the cost of the wages for one Union official to attend General Bookings at each booking site with a minimum of 4 hours pay at straight time or overtime rates if applicable.

- (h) Minor changes in shifts may become necessary from time to time in order to maintain efficient operations. Such changes shall be discussed with the Union before being introduced. Changes in shifts shall be, in the first instance, of a voluntary nature but failing this, the junior employee on the shift must accept the change. Changes in shifts affecting a number of employees may call for a General Booking.
- (i) A booking does not not bind the Commission to guarantee work to all employees in the job they book as it may become necessary to adjust establishments to meet operating requirements.
- (j) During the period between the date that a booking has taken place and the effective date of such booking, the Union agrees that Management has the right to make necessary staff moves to allow for the training of employees taking up new duties.

4. BOOKING AND BIDDING RESTRICTIONS

The Commission shall determine the employee's proficiency based on his or her job performance. In some instances, the Commission may question and/or restrict employees of limited training, ability, or unsatisfactory work habits, i.e. lateness, absenteeism, etc., from booking or bidding on certain positions. Before denying employees the right to book or bid, the Commission shall advise the Union. Employees on LTD or WCB will not be permitted to book except as a Spare unless the likely date of their return to work is known.

5. JOB VACANCIES

(a) BOOKED JOBS:

All booked and posted jobs shall be frozen for the duration of a booking as long as Commission efficiency is not impaired. Any permanent or temporary shift vacancies due to employees being on vacation, leave of absence, illness, etc. shall be made available to spares by order of seniority.

New employees hired between bookings shall hold trainee or spare status and fill open slots. Spares shall be given the opportunity, provided they are qualified, to select an open permanent shift and give up their spare status for the remainder of a booking. Notice in writing signed by the employee shall be forwarded to the Union.

In an emergency, where no qualified spares are available, the vacancy may be made available to regular booked employees by order of seniority on the shift where the vacancy has occurred.

In order to fill a vacancy, Management may issue a vacancy selection posting which determines who is qualified to fill the vacancy. This does not entitle the selected employee to the rights or privileges associated with permanent postings. For example, after an employee is selected through a vacancy selection posting, the employee may be required to book in order of seniority at a General Booking.

Should no suitable qualified employee bid on the vacancy, it will be made available to the particular garage staff. Should no bids be made on the job, the junior employee of the garage who is qualified must accept the transfer.

When a day shift becomes vacant between bookings and a regular booked employee could gain experience by filling the vacancy, then a temporary shift vacancy shall be posted. Should a regular booked employee be successful in bidding, his or her shift shall be filled by a spare employee and no other moves shall be permitted. Priority of selection shall be as follows:

Booked spares;  
Booked regular staff;  
New employees.

When shift vacancies due to employees being on vacation, leave of absence, illness or similar causes are offered to spares and none accepts, then the most junior qualified spare shall be required to take the open shift for a maximum period of two weeks.

(b) POSTED JOBS:

Jobs which require a certain amount of specialized training, expertise or experience may be posted. (See Article 16, Training Period Information). Employees on posted permanent jobs are not required to book at a General Booking. Posted permanent jobs provide employees with an opportunity to remain in such jobs for as long as Management considers such jobs to be useful and productive. This also enables the Commission to benefit from the training and experience of employees for longer periods of time. Certain jobs, temporary in nature, may also be posted. Temporary postings, however, terminate at the nearest booking date or some other date as mutually agreed upon between Union and Management.

Permanent or temporary vacancies shall be posted within 45 days of the date the job is known to be permanently or temporarily vacant. The Union shall be notified within 15 days of the selection(s).

Employees who have accepted a posting in a Licenced Unit Rebuild position, created because of the Banked Overtime program, shall remain in the position for at least 12 months and until a fully trained replacement is available. If they successfully bid on another position before they are eligible to leave their current position, they will be paid the higher rate from the normal date of transfer and the position will be held until they are available. A Vacancy Posting could be used to temporarily fill the vacancy.

(c) QUALIFICATIONS FOR BIDDING ON POSTED JOBS:

Management may at its discretion require that any or all applicants be tested for ability, aptitude, and job knowledge, and that applicants meet all other requirements and qualifications.

6. EMPLOYEES SUBSTITUTING

An employee required to substitute for another employee in a higher classification shall, when qualified for the substitute work, receive the higher rate of pay after working a minimum of (2) two hours.

7. SELECTION OF TEMPORARY RELIEF SUPERVISOR

Temporary relief for Garage Supervisors will be considered only after the contract requirements of regular Garage Supervisors are satisfied. In all occurrences, Weekend Supervisors (normal relief) receive priority for relief work assignments. Planned relief periods will remain as in current practice, i.e. by seniority in the Weekend Supervisor group as circumstances permit. Circumstances where irregular reliefs may be required are usually of short duration, e.g. unplanned time off request with no lead time and the normal relief person is not available.

(a) General Conditions

NOTE: These conditions are only applicable for the selection of a temporary relief for a Garage Supervisor position.

1. Locations and Work Groups: St. Laurent has four separate work groups requiring one individual supervisory position for each group and work

shift, i.e. Major Repairs, Running Repairs, Body Shop, Stores. Pinecrest, Merivale and Belfast are considered as individual independent work groups with one supervisory position for each work shift.

2. Weekend Supervisors are eligible for relief at any location or workshift as required.
3. Working Supervisors, mechanics or body repairers are not eligible to change shift or transfer to other garages to act as relief for these positions.
4. Only licensed trades personnel are considered eligible for relief with the exception of Stores Operations.
5. General Priority of Selection:

Weekend Supervisors.  
Working Supervisor from shift or Acting Working Supervisor.  
Senior Mechanic or Body Repairer from shift.

(b) Priority of Selection in Individual Work Groups:

1. St. Laurent Body Shop (Day Shift)  
Relief Garage Supervisor (current job title as per Job Posting).  
Senior Body Repairer from shift and work group.
2. St. Laurent Major Repairs and Units  
Weekend Supervisor (from any St. Laurent work group) with priority to Supervisor booked in group.  
Working Supervisor from shift and work group.  
Senior Mechanic from shift (Major Repairs).
3. St. Laurent Running Repairs  
Weekend Supervisor (from any St. Laurent work group) with priority to Supervisor booked in group.  
Working Supervisor from shift and work group.  
Senior Mechanic from shift (Running Repairs).
4. St. Laurent Stores  
Working Supervisor.  
Senior Storekeeper from shift and work group.
5. Miscellaneous Vehicles (Belfast)  
Weekend Supervisor.  
Senior Mechanic or Body Repairer from shift and work group.

6. Merivale

Weekend Supervisor (with priority to Supervisor from shift).

Working Supervisor from shift.

Senior Mechanic or Body Repairer from shift.

7. Pinecrest

Weekend Supervisor (with priority to Supervisor from shift).

Working Supervisor from shift.

Senior Mechanic or Body Repairer from shift.

8. BOOKING OF STAFF FOR CHRISTMAS AND NEW YEAR

The Commission shall endeavour to have as many employees off as circumstances permit, but to maintain Commission efficiency some junior employees may be required to work both holidays.

Employees working in Running Repairs at garages which are open Christmas and New Year's Day, are obliged to work one or the other holiday regardless of days off, but according to seniority, unless there is insufficient staff available in which case the most junior employees may be required to work both holidays. Staff required shall be selected within each individual shift in the last week of November.

Covering of shifts in Stores at garages which may be open on Christmas and New Year's Day shall be as follows:

- (a) Day shift shall be covered by alternate weekend and statutory holidays storekeepers.
- (b) Evening and night shift shall be covered by evening, night and alternate storekeepers plus a spare storekeeper or the most junior storekeeper if a spare is unavailable or replacing another employee.

9. MECHANICS

Seniority lists have been established in the mechanical staff in relation to the date of employment in the trade, whether the employee was certified prior to employment or after employment with the Commission.

An employee holding a current certificate from the Ontario Ministry of Labour as a Motor Mechanic, Body Mechanic or Automotive Electrician is not necessarily entitled to bid on posted jobs because he or she is so certified.

10. APPRENTICES

- (a) Apprentices shall be trained according to the prescribed apprenticeship program as approved by the Ministry of Labour wherever compatible with Commission requirements and facilities.
- (b) Apprentices presently employed by the Commission and future apprentices shall be granted seniority in the trade provided they become certified within one year following completion of their apprenticeship. Otherwise their seniority shall date from the date they become certified.
- (c) Apprentices shall be trained according to the prescribed apprenticeship training program as approved by Management and the Union.
- (d) Apprentices shall not be entitled to book at any of the General Bookings.

11. TRANSFER OF GARAGE STAFF

- (a) Each garage shall have its own staff from which to draw relief personnel for weekends, general and designated holidays, annual vacations, days off, etc. Transferring from one garage to another shall not be permitted unless a particular garage is short of qualified employees.
- (b) Should it become necessary to transfer qualified employees from one garage to another because of a relocation of work, volunteer transfers shall be requested and, should it become necessary, the junior employee who is qualified shall be required to accept such transfer.

12. EMPLOYEES RETURNING TO FORMER POSITION AND/OR FAILING TO QUALIFY

- (a) An employee who successfully bids on any job and wishes to return to his or her former position, provided such position was not a posted position, must notify the Commission and the Union in writing of his or her intentions at least 45 calendar days prior to a booking.
- (b) An employee wishing to return to his or her former position within his or her Department shall not suffer any loss in seniority provided the former position was not a posted job.
- (c) An employee wishing to return to his or her former position outside his or her section may exercise his or her seniority rights as per Clause 3, Section 6 of the Main Agreement. However, an employee who exercises this



option between bookings becomes spare and shall be assigned work as last spare. Employees returning from outside the Department will not be permitted to book prior to their return.

- (d) An employee who successfully bids on a posted job and who is given a trial period but fails to meet minimum requirements shall become spare and shall be assigned work as last spare until the next booking.

13. ANNUAL VACATION

- (a) The booking of annual. vacations shall be held following the General Booking. Requests for vacation at other times must be submitted to the Commission one week in advance.
- (b) The Commission shall determine by work requirements how many employees in the different classifications can be absent on vacation at any one time.
- (c) On those shifts where not more than two employees of a particular classification are employed, it is conceivable that an employee of another shift may be required to cover for the period of vacation and a junior employee must accept the change in shift.
- (d) A spare employee relieving an employee on vacation, shall relieve such employee for the length of time the employee is away on vacation. If the position is eligible for a premium and a statutory holiday occurs during the work week in which the spare employee is relieving, the employee shall have the premium included in his or her pay for the statutory holiday provided the employee is booked for the entire work week in which the statutory holiday falls.
- (e) The Commission shall permit an employee to bank up to five vacation days in lieu of any general or designated holiday which may have been a scheduled day of vacation had there not been a general or designated holiday. The booking of these banked days will be by seniority and will take place at the General Booking of annual vacations and will be subject to approval by the Commission.
- (f) Five vacation days may be split into odd days to be taken throughout the year. Booking of full weeks of vacation will take priority over booking of odd days and the number off on any day will not exceed the numbers set down in the Vacation Guidelines. Regular vacation days or banked vacation days can be combined with a general or designated holiday to make up a full week. An employee must give 48 hours notice excluding holidays, Saturdays and Sundays when requesting odd days. The employer at its sole discretion may consider a shorter notice period.

All odd days must be booked before October 15 and taken in accordance with the Vacation Guidelines.

Booking of vacation full weeks must be completed by 15th of May and may only be changed on compassionate grounds, with the approval of the Superintendent of Maintenance (east or west) or, in their absence, of the Superintendent of Equipment Personnel or for Stores and Plant, the appropriate supervisory personnel.

- (g) If an employee on the Active Roll has not been able to take banked vacation days in the current vacation year because he or she is in receipt of Sick Benefits or Worker's Compensation, the employee may arrange for payment of unused banked vacation days not later than the last pay for the calendar year or defer unused banked vacation days up to the 1st of October of the following year.
- (h) If an employee is in a vacancy posting when vacations are booked, he or she shall book vacation in accordance with his or her seniority in that position. Otherwise, he or she shall retain his or her previously booked vacation dates.
- (i) When 5 days or more of vacation are taken together, an employee shall not be permitted to work overtime on those days of vacation or on his or her regular day off immediately before and after those days of vacation. The employee will also not be permitted to work overtime on any regular days off which fall between days of vacation.

14. PERFORMANCE PREMIUM

The Commission is prepared to award a "Performance premium" to employees in certain jobs where productivity and quality of work meet and exceed standards consistently. It may take up to a month to establish where and when such a premium is warranted and shall be considered after the employee has demonstrated that he or she is qualified. Likewise, it does not apply automatically to an employee who may be relieving on a job or shift where the employee being relieved was in receipt of such premium. It does not apply to work on a day to day basis. It is intended as a reward for continued excellent performance.

15. OVERTIME

Overtime work deemed necessary to maintain Commission efficiency will be booked on a seniority basis provided the work does not require a specific classification for work detailed. Employees shall exercise their seniority on the shift on which they spend the greatest proportion of their time. Overtime work on days off shall be governed by the main agreement.

Although overtime is normally allocated on the basis of seniority, in some instances the most senior employee may not be available for the entire shift or portion of a shift for which overtime work is required.

In instances where an entire shift must be covered, the overtime will be allocated to the most senior eligible employee who can provide to within one hour of the overtime work required.

In cases where less than a full shift must be covered, the overtime will be allocated to the most senior eligible employee who can cover the greatest proportion of the overtime work required.

(a) Plant

Plant seniority shall be based on the date an employee is selected for a position in the Plant Department.

Plant Energy Systems Group and Building Repair and Minor Construction Group

1. Employees who wish to work overtime shall submit their names on Overtime Sheets for their Group. Overtime will be allocated from these sheets in order of Group seniority and where qualified.
2. If additional employees are required, they will be called by seniority and where qualified:
  - i) from the shift requiring the overtime;
  - ii) from the garage requiring the overtime;
  - iii) from other garages.

Building and Outside Services Group

1. When an employee is working on an assignment away from his or her garage and overtime is required to complete the assignment, the employee may complete the assignment.
2. If the employer decides supervision responsibilities are involved when overtime is required, a Working Supervisor will be called in. A second Working Supervisor will be called in if a sufficient number of employees are working to warrant a second crew. Working Supervisors will be called in by seniority.
3. Employees who wish to work overtime shall submit their name on the overtime sheet. Overtime will be allocated from this sheet in order of Group seniority.

4. If additional employees are required, they will be called by seniority:
  - i) from the shift in the Garage requiring the overtime;
  - ii) all other employees in the Group.
5. Miscellaneous Relief relieving away from the Belfast Garage has the lowest seniority at the garage where he or she is relieving. Only in 4 (ii) shall the employee's Belfast seniority apply. If two or more employees are relieving at the same garage, their seniority with respect to each other shall be based on their Belfast seniority.,
6. Special Rules for Snow Clearing
  - i) Belfast employees have priority for the Transitway, including loops around garages if assigned.
  - ii) Combined snow clearing operations around the St. Laurent and Belfast Garages will be assigned to employees at St.Laurent first and then to Belfast employees.
  - iii) Priority for snow clearing at Pinecrest and Merivale Garages will be assigned to employees of each garage separately.
  - iv) If full snow clearing crews cannot be obtained under 6(i), (ii) or (iii), additional employees will be called in on the basis of the most senior Building Services Attendant in all other garages combined. If additional employees are required, then overall Plant Seniority will be followed. Further, if additional employees are still required, then they will be called from the Equipment Division from the location from which the work originated and by seniority.

(b) Garage and Stores

1. An employee in the Vehicle Maintenance Department may be requested to work up to one hour of overtime to endeavour to complete a job begun during his or her regular shift without the overtime being offered to other employees. The employee will be guaranteed a minimum of one hour at overtime rates. A licenced employee may be requested to work up to two hours to endeavour to complete a job. The licenced employee will be guaranteed a minimum of one hour at overtime rates and an additional hour at overtime rates for time worked beyond one hour.

2. The administrative procedures noted below may be reviewed periodically when deemed necessary by both the Commission and the Union.
3. It is agreed that the allocation of overtime in the Garages and Stores will be administered as noted below.

#### Garages

In allocating overtime at a specific Garage, two overtime sheets are used for employees who are available and wishing to work. A spare mechanic or garage attendant shall exercise seniority according to the rules of the unit to which he or she is currently assigned to work, until the start of a new assignment.

1. OPEN WORK SHEET, for work known to be open in advance.
  - Names are recorded on open pieces of work. Priority is given to employees including Spares on the shift requiring the overtime, then garage seniority.
  - If no ~~employees are~~ available on the open piece of work, names recorded on the Weekly Overtime Sheet will be considered with priority given to qualified employees including Spares on the shift requiring the overtime, then garage seniority.
2. WEEKLY OVERTIME SHEET, for work which becomes open on a daily basis.
  - Names are recorded on the Weekly Overtime Sheet. The Weekly Overtime Sheet shall close at noon on Thursday.
  - Priority is given to employees including Spares on the shift requiring the overtime, then garage seniority.
  - If no employees including Spares are available at the specific garage, then employees including Spares by seniority on Weekly Overtime Sheets from other garages will be considered.

- If no employees including Spares are available from any of the Overtime Sheets, employees including Spares will be offered overtime based on seniority according to the shift and garage requiring the overtime, and then by seniority from other garages.

- If no employees are available, overtime will be offered to Apprentices.

3. Workshifts for employees in the garages have been defined for overtime purposes as follows:

Day Shift - employees working between the hours of 05:00 and 17:30.

Evening Shift - employees working between the hours of 13:15 and 02:00.

Night Shift - Employees working between the hours of 23:30 and 08:00.

Countdown Shift - Employees booked as part of countdown on the booking sheets.

4. Employees assuming new positions in the 30 day period prior to the effective date of a booking will hold seniority in the new positions from the date they move into the new positions and garage.
5. Employees at St.Laurent North garage are part of the St.Laurent Garage and hold seniority in their respective shift with employees at the St.Laurent Garage.
6. In the garages, there is seniority in the Major Repairs and Units Section according to qualifications by area.

The areas are as follows:

- 1) Engine Reconditioning
- 2) Transmission Reconditioning
- 3) Rebuild and Miscellaneous Repairs (heads & blowers)
- 4) Injectors and Miscellaneous Unit Rebuild (Injector Room)
- 5) Unit Repair and General Miscellaneous (differentials)\*
- 6) Floor and Bench
- 7) Brakes - Floor and Bench

- 8) Brake Units
  - Brake Lathe and Unit Repair
  - Brake Units and Miscellaneous
  - Miscellaneous Relief - Brakes and Misc. Components
- 9) Miscellaneous Bench and Air Units
  - Miscellaneous Air and Electrical Units
  - Benchwork and Miscellaneous Units
  - Miscellaneous Relief - Miscellaneous Bench Work
  - Miscellaneous Relief - Misc. Unit Reconditioning

\*The incumbent in Area 5 has priority (of overtime in Areas 1, 2, 3 & 4 following the incumbents of each area.

7. Employees on a vacancy posting exercise seniority in the vacancy posting position.
8. Employees temporarily changing shifts from evening to days such as in major repairs and body repairs hold seniority on the shift they are booked.
9. Employees on the Day Shift working alternate weekends cover the overtime requirements for general or designated holidays which fall on Friday or Monday. Overtime for holidays which fall on Tuesday, Wednesday or Thursday are available to employees by seniority booked to work in their classification.

#### Stores

1. For overtime purposes, employees booked in Shipping and Receiving have priority for overtime when shipping and receiving duties are required.
2. Employees booked as Stores Working Supervisor, storekeeper or storekeeper-in-charge have priority for overtime when Stores Working Supervisor, storekeeper or storekeeper-in-charge duties are required at the garage at which they are working.
3. For all other purposes it is understood that in Stores straight seniority only is observed.

16. TRAINING PERIOD

Training Period Information

	<b>Approx. Training Period</b>
<b>Garage</b>	
Garage Attendant, Misc. Relief Attendant and Inspector II	20 weeks
Garage Attendant, Misc. Relief Unit Repair and Inspector II	20 weeks
Garage Attendant,, Brake Units & Misc, Work	6 weeks
Garage Attendant, Qual. Tire Maintenance (Repair Sipe - Regular Change)	6 weeks
Garage Attendant, Inspector II	6 weeks
Licensed Mechanic, Dyno Operator	6 weeks
Licensed Mechanic, Engine Reconditioning	6 weeks
Licensed Mechanic, Transmission Reconditioning	6 weeks
Licensed Mechanic, Inspector I	4 weeks
Licensed Mechanic, Brakes	4 weeks
Garage Attendant, Steam Clean Operator	3 weeks
Garage Attendant, Bus Starter Placer, St. Laurent	2 weeks
Garage Attendant, Fueler	2 weeks
Garage Attendant, Bus Starter Placer, Pinecrest	1 week
Garage Attendant, Bus Starter Placer, Merivale	1 week
Garage Attendant, Tow Truck & Miscellaneous	1 week
Garage Attendant, Interior Cleaning	1 week
Garage Attendant, Belfast Misc., Service	1 week
Garage Attendant, Wash & Misc., Service	1 week
Licensed Mechanic, Engine Blower Recondition	1 week
Licensed Mechanic, Differential Recondition	1 week
Licensed Mechanic, Injectors Etc., Recondition	1 week
Licensed Mechanic, Brake Unit Changes	1 week
Licensed Mechanic, Service Truck	1 week

Stores

Stores Working Supervisor (Storekeeper)	6 weeks
Shipper Receiver (Storekeeper)	1 week

Plant

Building Service Attendant	3 days
Building Service Attendant, Shelters	3 days

The above training periods are approximate only and shall not be construed as final. It may be necessary to extend and/or cancel training periods in accordance with progress, performance and ability of individual employees.

At the end of training period, employee's performance, knowledge of the job content and procedures will be checked and tested as required, either by written or oral examination.



17. PLANT DEPARTMENT - ACTING WORKING SUPERVISORS

When the Commission decides to replace an absent Plant Department Working Supervisor with another employee on an acting basis, the selection by seniority and payment of the employee will be as follows:

- (a) First priority of selection will go to fully qualified and trained employees who will receive the regular Working Supervisor's rate.
- (b) Second priority will go to employees who have had between three months and six months of prior training in the job and they will receive the Working Supervisor's rate less 5% until they have completed a total of six months training. At that time, they will go to the regular rate.
- (c) The final priority will go to employees who have had less than three months of prior training in the job and they will receive the Working Supervisor's rate less 10% until they have completed a total of three months training., ,
- (d) All hours while acting in the Working Supervisor's position will be accumulated toward the three month and six month training levels and will be taken into consideration when ~~considering~~ the employee's qualifications for a permanent Working Supervisor's position.
- (e) Regardless of the level of training, an employee who acts in the position of Working Supervisor for no more than one extended shift shall receive the regular Working Supervisor's rate.

18. SHIFT EXCHANGES

A Shift Exchange Request Form available from the Supervisor's office must be completed and approved before any shift exchanges take place.

- (a) Request for a full shift exchange must be submitted in writing three working days (Monday to Friday) prior to the exchange by Garage and Stores employees and approved by the Booking Officer, or his or her designate with a copy sent to both employees' Supervisor. Plant employees are to submit shift exchange requests through their regular Supervisor.
- (b) Exchange of shifts shall be at no extra cost to the Commission, such as overtime, meal ticket, transportation of personnel or equipment etc.

- (c) Full shifts only are to be exchanged (not part of a shift).
- (d) There will be a maximum exchange of six shifts allowed per calendar year (January to December).
- (e) The exchange of shifts will not be granted on more than two consecutive days.
- (f) Transfer of tool boxes between garages if necessary (full complement of tools) will be the employee's responsibility.
- (g) Shift Exchange Request Forms must be adhered to at all times.
- (h) Employees exchanging shifts must have the same classification and qualification and be able to perform tasks at acceptable standards. Eg.: Pincrest employees must be able to perform work on Orion and Ikarus buses if replacing at St. Laurent and Merivale.
- (i) It is the responsibility of the employees requesting shift exchange to ensure the exchanged shifts are covered.
- (j) All coffee breaks and lunch periods are to be taken at normal designated times for the exchanged shift.
- (k) The employee accepting the exchange must present an approved Shift Exchange Request Form to the Supervisor in Charge at the start of the shift.
- (l) A Weekend Supervisor will not be granted shift exchange of weekend work prior to accepting relief work covering regular Supervisor.
- (m) Each regular weekend shift booked by a Weekend Supervisor will be considered one shift as referenced in other clauses.
- (n) Shift exchange will not be permitted on General or Designated Holidays.

The above rules may be reviewed when deemed necessary by both the Commission and the Union.

**APPENDIX "F"**

**EMPLOYMENT FOR DISABLED EMPLOYEES**

Any new or existing position that may become available within the Commission will be posted according to existing practice. For example, office positions are made available to office staff in the first instance, bargaining unit positions are made available to bargaining unit members in the first instance, etc.

If no suitable candidates apply from within the Commission, then before hiring from outside, the Commission will offer to members of A.T.U. Local 279, who are not able to continue in their occupation by reason of illness or injury, priority to apply after giving due consideration to qualifications, ability, seniority and needs of the Commission.

The Commission agrees to offer reasonable training to employees who could qualify. It is also agreed that the Commission will consult with A.T.U. Local 279 with regard to establishing the priority list.

APPENDIX "G"

WAGE CONTINUANCE PLAN - RULES OF PROCEDURE

The following are the rules of the Wage Continuance Plan described in Appendix H.

1. An application for Wage Continuance Benefits must be completed for all medical absences by the employee and forwarded to the Health Unit. If the duration of the absence is five days or less, this application may be submitted upon the employee's return to work. If the absence is expected to be greater than five working days, the employee should make every effort to submit an application within the first week of absence.
2. In addition to the completed application form, a medical certificate signed by a licensed physician and containing complete diagnosis must be submitted to the Health Unit for each claim of four or more consecutive working days or in excess of six days in an calendar year. a -  
\_/\_/\_/
3. If an employee exceeds the above annual limit of six days in two consecutive calendar years, he/she will be required to submit medical certificates for all medical absences during the next two calendar years.
4. In the event of a prolonged illness, the Health Unit may request monthly medical certificates containing diagnosis, progress of the claim and expected date of return to work.
5. In any instance in which the employee is unable to arrange for medical treatment or a personal physician is not available, the employee may contact the Health Unit and request their assistance in arranging for alternative medical attention.
6. Where the period of absence is for four or more consecutive working days, the employee must obtain medical authorization from the Health Unit prior to returning to work.
7. Employees on Wage Continuance Benefits or on LTD benefits whose disability prevents them from doing their own work but permits them to do other available work within the bargaining unit will be required to accept this work.

NOTES:

1. It is the employee's responsibility to ensure that all applications and required medical certificates are fully completed and submitted on a timely basis, otherwise, benefit payments may be delayed.

2. In the event a required medical certificate is delayed, the [21~employee should contact the Health Unit and request special consideration.
3. In the event that the employee is unable to provide documentation in time to obtain the required medical authorization from the Health Unit prior to wanting to return to work (such as weekend work or early morning work before the Health Unit opens) that employee must contact the Health Unit and seek special authorization to return. Otherwise the supervisor will not be authorized to allow that employee to work.
4. It is the employee's responsibility to ensure that all submitted medical documentation clearly identifies the employee by name and employee number.
5. Because of the very confidential nature of medical certificates, they may be placed in a sealed envelope marked confidential and attached to the application form or they may be forwarded directly to the Health Unit.

## APPENDIX H -WAGE CONTINUANCE AGREEMENT

THIS AGREEMENT made the day of \_\_\_\_\_, 19\_\_\_\_

BETWEEN :

OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION  
with head office at the City of Ottawa  
(herein called the "Commission")

OF THE FIRST PART

AND:

AMALGAMATED TRANSIT UNION, LOCAL 279  
(herein called the "Union")

OF THE SECOND PART

WHEREAS the Commission and the Union are parties to a Collective Agreement which provides, among other things, for payment of Wage Continuance Benefits to employees of the Commission;

AND WHEREAS the Commission and the Union are parties to an Agreement which has as its purpose the administration of a Wage Continuance Plan for the benefit of employees of the Commission;

AND WHEREAS the Commission and the Union desire to clarify the terms of the Wage Continuance Plan;

AND WHEREAS the Parties hereto have been duly authorized and have power to enter into this Agreement for the aforementioned purposes;

NOW THEREFORE IN CONSIDERATION of the premises and mutual covenants herein contained the Commission and the Union do hereby covenant and agree as follows:

### ARTICLE 1 - DEFINITIONS

The following definitions shall govern this Agreement:

- 1.01. "Administrator" as used herein, shall mean the Commission in its function of administering the Wage Continuance Plan in accordance with the provisions of this Agreement.
- 1.02. "Agreement" as used herein, shall mean this Instrument including any amendments or modifications hereto.

- 1.03. "Benefit Period" as used herein shall mean all periods of time which do not exceed 17 weeks of a continuous disability.
- 1.04. "Collective Agreement" as used herein shall mean the Collective Agreement between the Commission and the Union dated \_\_\_\_\_ 19\_\_\_\_ and any amendments or successor Collective Agreements thereto.
- 1.05. "Committee" as used herein shall mean the Joint Union/Management Committee as set out in Article (8)3.2.3
- 1.06. "Disabled" and "Disability" as used in the Wage Continuance Plan and the Long Term Disability Plan shall mean the complete inability of a Member, during the Benefit period, to perform his/her job or any other (ADD) available work within the bargaining unit."
- 1.07. "Member" as used herein shall mean any member of the Union who is a permanent employee of the Commission and who is eligible for benefits under the Plan as set out in the Collective Agreement.
- 1.08. "Plan" as used herein shall mean the Wage Continuance Plan as described in the Collective Agreement.
- 1.09. "Sickness" as used herein shall mean any non-occupational illness or injury which will not become subject of a Claim under the Workmens' Compensation Act or similar legislation.

## ARTICLE 2 - CREATION AND PURPOSE OF PLAN

- 2.01. There is hereby established a Wage Continuance Plan.
- 2.02. The general purpose of the Plan is to replace wages in accordance with the terms of the Collective Agreement in the event of a non-occupational disability.

**(DELETE) ARTICLE 3 - COMMITTEE**

- 3.01** A Joint Union/Management Review Committee consisting of one Management representative and one Union appointed trustee shall be established to:
- (a) speedily review denied short-term claims; and
  - (b) to address appropriate concerns related to the establishment of the Wage continuance Plan previously entitled the Sick Benefit Plan as described in Appendix C of the Trust Indenture and which is now incorporated as Appendix H of this agreement.

**(DELETE) ARTICLE 4 - ADMINISTRATOR**

- 4.01.** The Administrator shall be responsible for the day-to-day administration of the Plan including, but not limited to, the assessment of claims, payment of claims, the Application of Article 3 of this Agreement and the keeping of such records as are necessary to determine each Member's entitlement to benefits.

**ARTICLE 3- OPERATION OF PLAN**

**3.01.** Membership in the Plan

All members of the Union who are permanent employees shall be Members of the Plan as a condition of employment.

**3.02.** Statements of Account

The Commission shall maintain the accounts of the Plan and shall as soon as possible after the end of each month furnish a statement of benefits paid during such month to the Union.

**3.03.** Union Co-Operation

The Union shall co-operate with the Commission in preventing false, fraudulent and excessive claims for Wage Continuance.

**3.04.** Payment of Wage Continuance

The amounts of benefits to which a disabled Member may become eligible is that which is agreed to in the Collective Agreement, subject to deductions for Income Tax and other applicable deductions.



3.05. Reinstatement of Benefits

A member who has received benefits under the Plan, shall be entitled, if he again becomes disabled, to the balance if any, of the unused Benefit Period (17 weeks). If a Member returns to work following a disability and remains actively at work for one complete work shift, such Member will requalify for the full Benefit Period (17 weeks) if he suffers a new and unrelated disability. If a Member returns to work following a disability and remains actively at work for a continuous period of 30 consecutive calendar days, the Member will requalify for the full Benefit Period (17 weeks).

3.06. Rehabilitation

~~Where a Member has been off work due to sickness or injury and is in receipt of Wage Continuance Benefits and (DELETE) medically authorized to return to work (Delete-within the bargaining unit), the Wage Continuance Benefits that employee shall receive shall be the greater of - 90% of normal earnings, or - the rate of pay of the alternate work.~~

~~This arrangement shall not continue beyond the period where the employee's entitlement to Wage Continuance Benefits consideration has expired~~ **delete**

3.07 Disabled While at Work

Should an employee become sick while at work and not be able to finish the work day, the employee shall be eligible to receive **(DELETE) the full daily Wage Continuance Benefits for (ADD) the remainder of that day. (DELETE) reduced by any wages he had earned for the same day.**

3.08. Long Term Disability Insurance Benefits

A Member who remains totally disabled after the expiry of 17 weeks of continuous disability shall become entitled to claim benefits under the Long Term Disability Insurance Plan subject to the conditions of that Plan.

3.09. Determination of- Right to Benefits

Any question regarding the entitlement of a Member to Benefits under the provisions of this Plan shall be reviewed by the Joint Committee.

3.10 limitations

No Wage Continuance benefits shall be payable under this Agreement:

- (a) for any period of disability during which the Member is engaged in any gainful occupation except as provided for under **(CHANGE TO Article 3.06;)**

- (b) for any period of disability during which the Member is not under the care of a physician or surgeon legally licensed to practise medicine;
- (c) for any period of Maternity Leave as permitted under the Canada Labour Code;
- (d) for any period for which the Member has been granted Leave of Absence without pay;
- (e) for any period of disability beyond the **retirement (typo)** date of the Member;
- (f) for any period for which the Member is in receipt of Employment Insurance Sick Benefits;
- (g) for any period for which the Member is in receipt of Vacation Pay.

### **3.11. Recovery from Third Parties**

When a Member's disability arises in circumstances which involve a claim against a Third Party, the Member agrees to include in his Statement of Claim, the total amount of Wage Continuance benefits which have been paid to him in respect of the disability. In the event that recovery is made, the Member agrees to repay to the Commission the full amount of the recovery made in respect of Wage Continuance benefits.

### **3.12. Layoff/Termination of Employment**

If, while an employee is disabled and receiving Wage Continuance benefits, he is served Notice of Layoff or Termination of Employment, he shall nevertheless receive while so disabled, the balance of any of the Wage Continuance benefits to which he may be entitled on the date such notice is given to him.

### **(DELETE) 3.13. Other Benefit Coverages**

During a period of disability, for which a Member is receiving Wage Continuance benefits payments, the Commission will keep the Member enrolled in all Benefits Plans in which the Member was participating while actively at work, including the Pension Plan. Such employees shall be responsible to pay the required premium or contributions for each Plan in a time and in a manner devised by the Commission. It is understood and agreed that the Commission may recover any such amounts paid by the Commission which are employee contributions, from benefit payments due to the Member and/or as retroactive recoveries from wages after the Member has returned to work. If such an employee does not return to work these monies shall be recovered from the employee or, in the event of his death from his Estate.

3.14 E.I. Premium Reduction

The parties hereto acknowledge and agree that any rights which the Members of the Plan may have to share in the amount of any reduction in premiums under the Employment Insurance Act granted upon registration of this Plan by the Employment Insurance Commission are waived in consideration of other provisions made in the Employee Benefit Program.

(DELETE) ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.01. Wherever the singular and/or masculine and/or neuter is used throughout this Agreement, the same shall be construed as meaning the plural and/or feminine or a body corporate where the context or the parties hereto so require.

6.02. The headings used herein are for the ease of reference only and shall not be deemed to form part of this Agreement.

6.03. Each of the parties hereto shall, from time to time and at any time hereafter upon each reasonable written request to do so, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, things and written instruments as may be necessary in the opinion of any party for more effectually implementing and carrying out the intent of this Agreement.


6.04. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.


IN WITNESS WHEREOF the Commission has hereunto fixed its corporate seal attested by the hands of its proper officers in that behalf, and the proper officers and representatives of the Union have set their hands and seals at Ottawa.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1998.

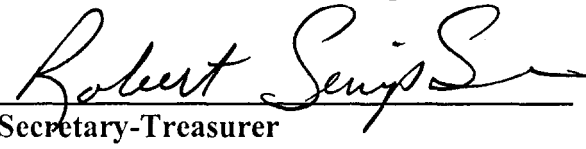
OTTAWA-CARLETON REGIONAL  
TRANSIT COMMISSION

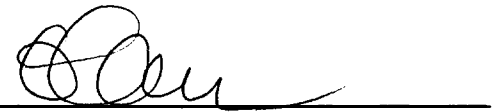
AMALGAMATED TRANSIT UNION  
LOCAL 279

  
General Manager


  
President/Business Agent


  
Treasurer and Controller

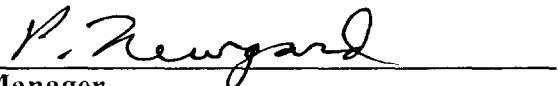
  
Secretary-Treasurer

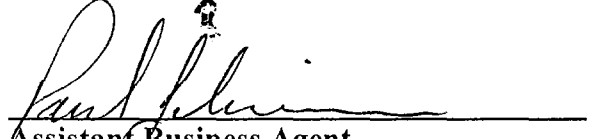
  
Manager,  
Human Resources Division

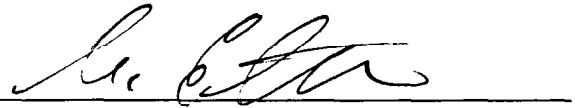
  
Vice-President

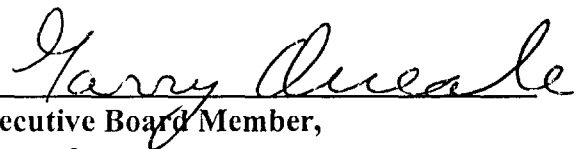
  
Manager,  
Transportation Division


  
Assistant Business Agent,  
Maintenance

  
Manager,  
Equipment Division

  
Assistant Business Agent,  
Transportation

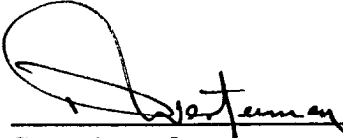
  
Director,  
Security and Claims

  
Executive Board Member,  
Dispatchers

  
Director,  
Occupational Health, Safety and Benefits



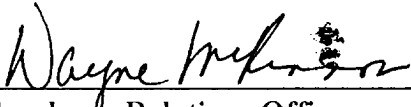
Director,  
Transportation Administration



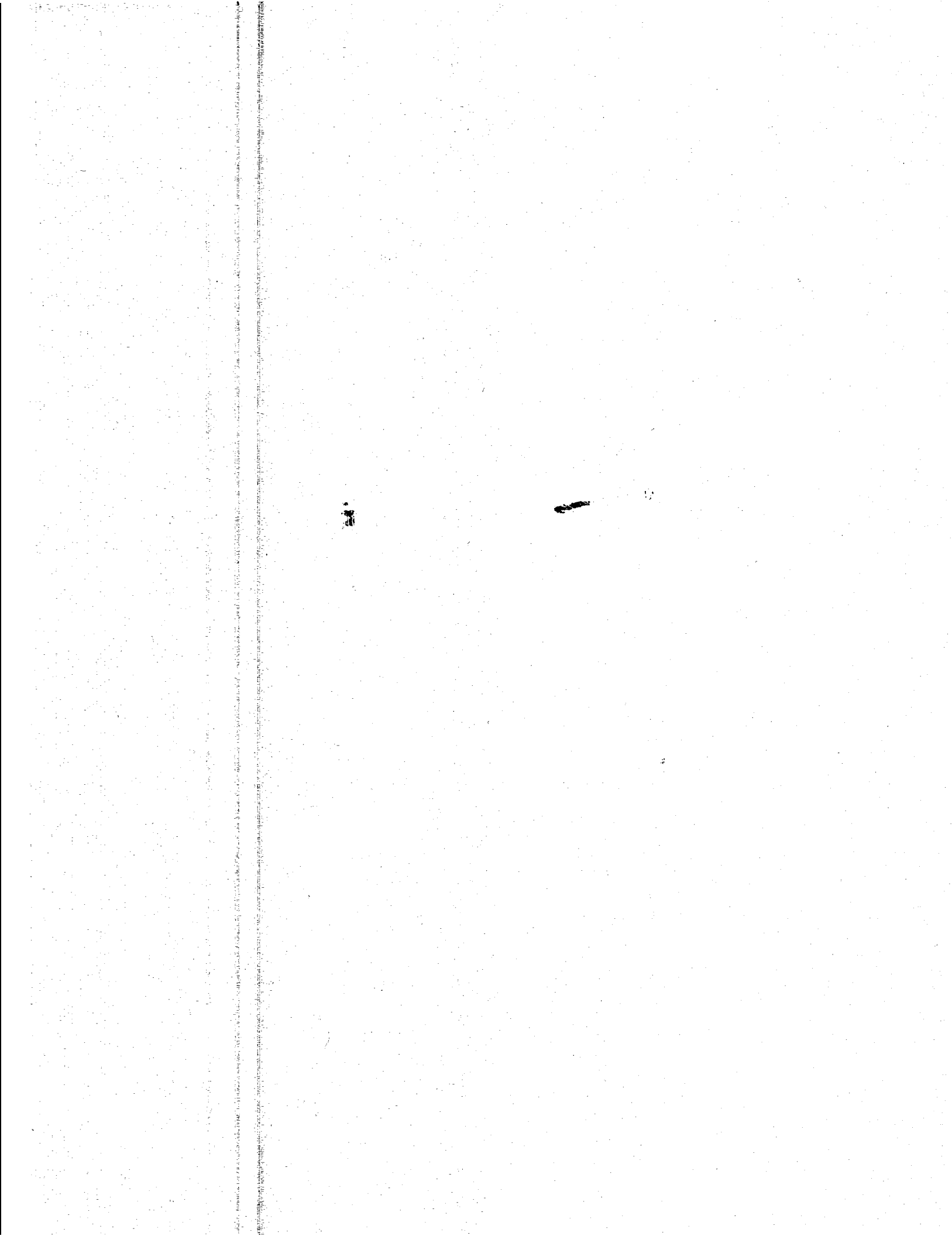
Superintendent,  
Equipment Personnel



Head,  
Bookings/Timekeeping



Employee Relations Officer



**LETTER OF UNDERSTANDING**

**BETWEEN**

**OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION**

**AND**

**AMALGAMATED TRANSIT UNION LOCAL 279**

**RE: TRUST ASSETS**

The parties agree that the Group Insurance Reserves currently held by the OC Transpo Benefit Trust shall remain in the Trust to fund those expenses deemed necessary by the Trustees in fulfilling their obligations to the Trust.

The attached memorandum to P. Macdonell from G. Timlin, dated December 32, 1997, quantifies those reserves of the Trust as of November 30, 1997.

**SIGNED AT OTTAWA, ONTARIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
1998.**

**SIGNED ON BEHALF OF:**

**ATU, LOCAL 279**

**OC TRANSP**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

## MEMORANDUM

TO: Paul Macdonell  
FROM: Gerry Timlim  
DATE: December 22, 1997  
SUBJECT: Trust Assets

As a follow-up to our discussions of Thursday, December 18, 1997, I have been advised by Mr. George Duncan of our Finance Division of the following OC Transpo Employment Trust assets as of November 30, 1997:

Group Insurance Reserves \$456,793.18

Plus

Dry Cleaning Allowances \$146,920.79  
(Calculated as follows -  
\$180,000 + 37,500 +  
earned interest - expenses),

Please note that there is an additional small reserve of approximately \$11,000 owned by former employees and member of the Trust because of the National Life LTD surplus. If we are unable to refund these monies after 7 years (5 years remaining) I believe that any residue would become a Trust asset.

The above represents the total assets of the OC Transpo Employment Benefit Trust as of November 30, 1997.

GVT/ld



# MEMORANDUM

TO: George Duncan

REF.: GVT 129-97

c.c.: Robert Simpson, ATU Local 279  
Rita Rollin  
Tor Veltheim

FROM: Gerry Timlin, Human Resources

DATE: December 29, 1997

RE: The ATU Full-Time Executive

It has been agreed that for employees who are full-time members of the ATU Local 279 Executive, their pension benefits will be accrued and contributed on the basis of their ATU Local 279 executive salaries.

Commencing January 1, 1998, you are respectfully requested to commence deducting for pension purposes using the following scale:

President -	\$54,018. per year (Paul Macdonell)
Secretary/Treasurer -	\$51,441. per year (Robert Simpson)
Assistant Business Agent -	\$48,891. per year (Mike Milloy)

These salaries will be adjusted in accordance with the negotiated salary adjustments that ATU Local 279 has ratified with OC Transpo. Therefore, on April 1, 1998, there will be a 2% salary adjustment. I would suggest that every January, commencing in 1999, we verify the salaries of the four full-time business agents.

Should you have any questions with respect to the above, please let me know.

*GVT*  
GVT/dt/

# LETTER OF UNDERSTANDING

## BETWEEN

**OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION**

## AND

**AMALGAMATED TRANSIT UNION LOCAL 279**

### RE: VACATION TOP-UP WHEN RETURNING FROM LTD OR WCB

To better explain and quantify the vacation top-up contemplated in (6)2.9, the following examples are offered:

Assuming claimant would earn 4 weeks annually

1. Starts LTD January 1, 1998

Returns to work January 1, 1999

No additional vacation credits required.

2. Has vacation January 1, 1998

Starts Wage Continuance February 1, 1998

a) Returns to work January 1, 1999

has 4 weeks normally in 1999 and has earned 5/12  
therefore, 7/12 are granted.

b) Returns to work December 1, 1998

1999 - has 4 weeks entitlement and has earned 6/12  
therefore, 6/12 are granted

1998 - has already taken full 4 weeks entitlement

c) Returns to work September 1, 1999

1999 - has 1/3 of 4 weeks or 7 days

2000 - has 4 weeks

Top-up = (for 1999 and 2000)

= 27 days- 15 days earned (between January 1 to June 1) 1998 and  
September 1 to December 31, 1999) = 12 days.

- 3. Starts Wage Continuance January 1, 1998  
Returns to work September 1, 1999  
Has 4 weeks earned in 1997
  - has 7 days earned in 1998 (while on Wage Continuance)
  - has 7 days earned in 1999 (September 1, 1999 to December 31, 1999)


Entitlements 2 1999 - 7 days  
2000 - 20 days

Therefore, no top-up in that 34 days earned are in excess of 27 days promised.

SIGNED AT OTTAWA, ONTARIO, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1998.

SIGNED ON BEHALF OF:


ATU, LOCAL 279

  
\_\_\_\_\_  
Name and title

  
\_\_\_\_\_  
Name and title

OC TRANSP

  
\_\_\_\_\_  
Name and title

  
\_\_\_\_\_  
Name and title

1

LETTER OF UNDERSTANDING

BETWEEN

OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: MEDICAL CERTIFICATES FROM CHIROPRACTORS, DENTISTS,  
OR DENTAL SURGEONS

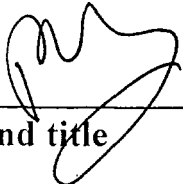
The Health Unit may accept a medical certificate prepared by a Chiropractor, Dentist, or Dental Surgeon when they are practicing within their sphere medical specialty, and the duration of the claim is less than two (2) weeks.

SIGNED AT OTTAWA, ONTARIO, ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 1998.

SIGNED ON BEHALF OF:

ATU, LOCAL 279

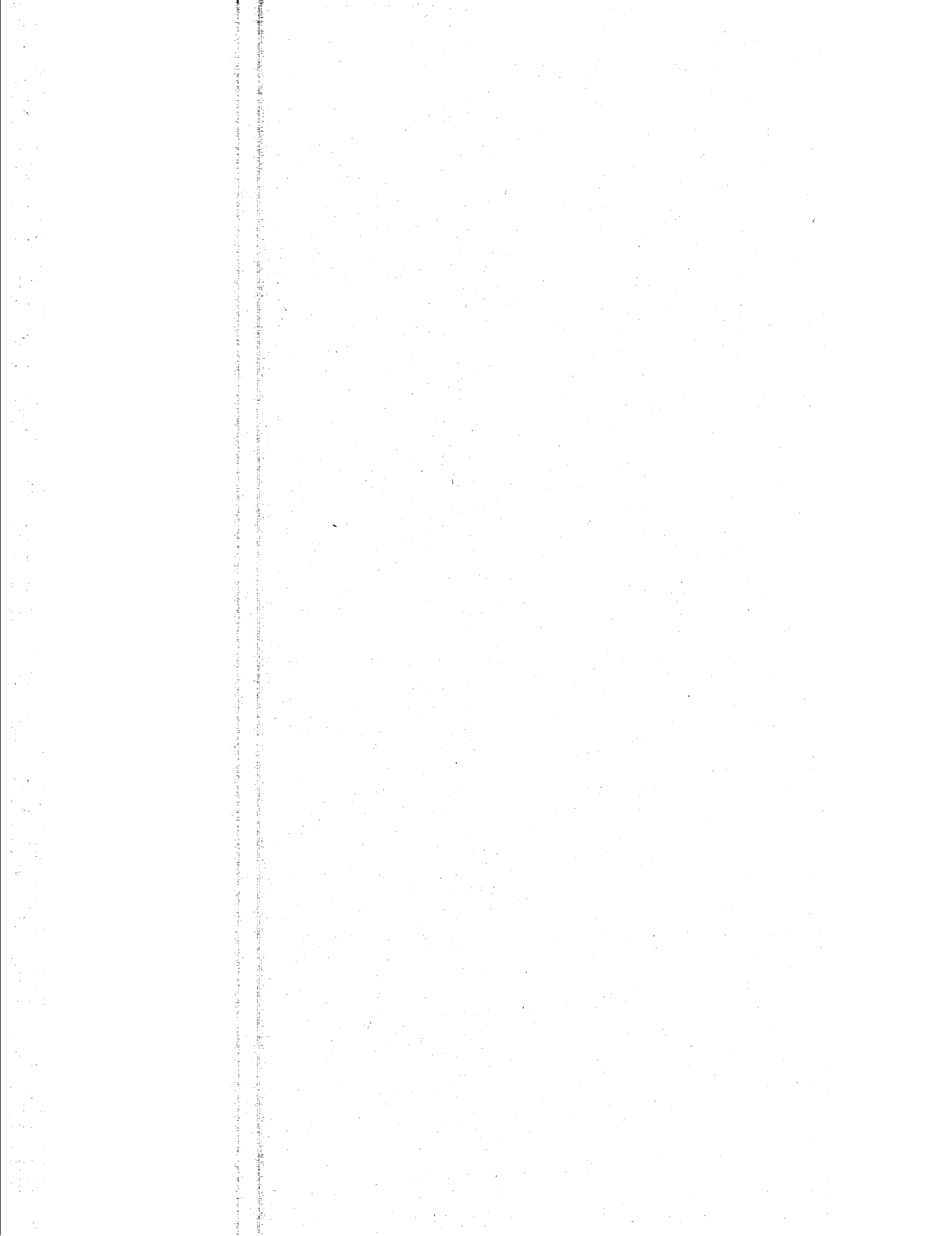
OC TRANSP

  
\_\_\_\_\_  
Name and title

  
\_\_\_\_\_  
Name and title

  
\_\_\_\_\_  
Name and title

  
\_\_\_\_\_  
Name and title



OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION CORPORATE POLICY	No. Issue: Effective Date:
	Procedure Ref. No.:
SUBJECT: Employee Funded Sabbatical Leave <b>Program/ATU</b>	Page:  Approved by:

## **POLICY STATEMENT**

An Employee Funded Sabbatical Leave Program provides an opportunity for employees to take a leave of absence from work to pursue activities or goals of a personal or professional nature. Reasons why an employee may request a Sabbatical Leave include fulfilling family needs, personal development, continuing education, travel or to provide a period of rejuvenation.

Sabbatical Leave is entirely, funded by the employee. Each employee self-funds the Sabbatical Leave by deferring a percentage of their salary through payroll administration. The period of salary deferral will normally be for three years and will be no longer than six years immediately following the period of salary deferral is the period of Sabbatical Leave which will be for a period of one year. Shorter periods may be applied for and approval will be at the sole discretion of employing division.

## **ELIGIBILITY**

In order to be eligible to apply for the Employee Funded Sabbatical Leave Program, an employee must be employed on a continuous basis and will normally have completed at least four years of service with OC Transpo. Employees must also be committed to returning to work for the Employer for a period of time at least equal to their Sabbatical Leave.

Prior to formally applying for the Program, employees are encouraged to read through this policy in its entirety, including:

- Appendix A - Guidelines
- Appendix B - Deductions/Benefits Comparison
- Appendix C - Sample Application Form

OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION CORPORATE POLICY	No. Issue: Effective Date:
	Procedure Ref. NO.: Page:
SUBJECT: Employee Funded Sabbatical Leave <b>Program/ATU</b>	Approved by:

**APPROVAL**

Participation in the Employee Funded Sabbatical Leave Program is based on the employee's request and subject to approval by Management.

Application must be made in writing to the employee's Department Head through their immediate supervisor or manager. The application must set out the anticipated date of commencing the salary deferral and the actual period of Sabbatical Leave requested. A completed application form as set out in Appendix C must also be completed and accompany the request.

The decision of the Department Head shall be conveyed directly to the employee. If the Department Head approves the request to enroll in the Program, the authorized application form will be forwarded to the Human Resources Manager. The Human Resources Manager (or designate) will review the request to ensure its appropriateness and that it conforms to policy.

**SALARY ADMINISTRATION**

The employee's normal salary will be reduced by the specified percentage (normally 25%) during the period of salary deferral. In no case may the percentage of salary deferred exceed 33-1/3% of the normal salary. The Employer shall be responsible for deducting the deferred salary and setting it aside to fund the period of leave.

Interest on amounts held on deposit will be calculated at the end of each year [using the average annual Royal Bank non-chequing savings account rate posted at the end of each year] and will be applied on the average balance. Accrued interest will be disclosed for tax purposes and will be paid out each year and must be declared as income in that year. Income tax deductions will be based upon actual salary paid in accordance with income tax regulations.

OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION CORPORATE POLICY	No. Issue: Effective Date: Procedure Ref. No.: Page
SUBJECT: Employee Funded Sabbatical Leave <b>Program/ATU</b>	Approved by:

All amounts held for the employee's benefit under the plan shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

During the period of leave, the employee may not receive any salary or wages from the Employer or from a person or partnership that does not deal at arm's length with the Employer.

Salary administration of the program will be subject to Revenue Canada rules and regulations.

### **BENEFITS AND LEAVE ENTITLEMENTS**

Throughout the period of salary deferral, the following shall apply:

- 1) Full-time employees will continue to be eligible for Extended Health Care and Dental Insurance at the same cost sharing arrangement in accordance with the provisions of employment.
- 2) Full-time employees will continue to be covered for Life Insurance and long Term Disability Insurance based on the employee's normal (100%) salary. Contributions to both the Life Insurance and Long Term Disability Plan will be made on the employee's normal (100%) salary - (See Note).
- 3) Eligible employees will continue contributions to the OC Transpo Pension Plan based on the employee's normal (100%) salary.
- 4) Employees will continue to be covered for Workers' Compensation based on the employee's normal (100%) salary. (See Note)
- 5) Employees will continue to be entitled to applicable leave provisions and when utilized will be paid at the reduced salary.

**NOTE:** *In the event that an employee goes on WCB for a period greater than 17 weeks or LTD, the sabbatical leave will be deferred for a period equal to the absence.*



OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION CORPORATE POLICY	No. Issue: Effective Date:
	Procedure Ref. No.: Page
SUBJECT: Employee Funded Sabbatical Leave Program/ATU	Approved by:

Throughout the period of Sabbatical Leave, the following shall apply:

- 1) Service with the Employer will continue to accrue for service related benefits except seniority and entitlement for increments will be frozen.
- 2) Contributions to the OC Transpo Pension Plan will cease and the period of Sabbatical Leave will be considered as broken service. Upon return to active service, the employee may be able to buy back the broken pension service, subject to Revenue Canada regulations by making double contributions immediately upon return.
- 3) Eligibility to Short Term Disability, Long Term Disability and Workers' Compensation will cease.
- 4) Accrual and entitlements of all leave provisions will cease.
- 5) Full-time employees will have the option to continue coverage under the Extended Health Care, Dental Insurance and Life Insurance plans by paying 100% of the premium. subject to Insurance Company acceptance.
- 6) All other benefits or provisions of employment, excluding employee's bus pass, will cease.

Eligibility for benefits that cease during the period of Sabbatical Leave will be reinstated upon return to active employment. Employees may purchase the broken service with OC Transpo and will be provided an election form when they return to work.

**POSTPONEMENT OF SABBATICAL LEAVE**

The Sabbatical Leave period should commence immediately following the period of deferral. The employee may request the period of Sabbatical Leave be altered or changed to be increased or decreased, as the case may be, from nine months to one year. While the Employer reserves the right to postpone the period of Sabbatical Leave for operational purposes, this will only be done in extenuating circumstances and the employee will be advised in writing by the Department Head. Any such postponement will not move the commencement of the Sabbatical Leave beyond six years from the date the salary deferral began.

OTTAWA-CARLETON REGIONAL TRANSIT COMMISSION CORPORATE POLICY	No. Issue: Effective Date: Procedure Ref NO.:
SUBJECT: Employee Funded Sabbatical Leave <b>Program/ATU</b>	Page: Approved by:

**RETURN TO WORK**

Employees are required to return to their regular employment for a period of time at least equal to their Sabbatical Leave, as per Revenue Canada regulations.

During the period of Sabbatical Leave, the Employer will hold the employee's position for them. The position may be filled on a temporary or acting basis.

Upon completion of the Sabbatical Leave, the employee will return to their position.

**TERMINATION OF THE PROGRAM**

If the employee dies or terminates employment with OC Transpo, the amount of accumulated salary plus unpaid interest to the employee's credit will be paid out in a lump sum to the employee or the executor of their estate.

The Plan may be terminated if the employee suffers a long term illness or injury. An employee may request approval of termination of the Program as a result of financial hardship or other extenuating reasons by written request to Management.

If terminated, the accumulated amount of salary plus unpaid interest will be paid to the employee as a lump sum payment. The lump sum payment may be subject to tax retroactive to the commencement of the program, subject to Revenue Canada requirements.

**RULES AND REGULATIONS**

This program is established for the purpose of permitting employees to fund through salary deferrals, a leave of absence from employment. It is not established to provide benefits on or after retirement.

The Employee Funded Sabbatical Leave Program is regulated by Revenue Canada and must comply with the appropriate rules and regulations. The Program may be amended from time to time in order to meet legislated requirements or to maintain the spirit of this policy.

## GUIDELINES

### EMPLOYEE FUNDED SABBATICAL LEAVE PROGRAM

- |                                |   |
|--------------------------------|---|
| Program applies to:            | ● all continuous regular scheduled employees  |
| Minimum employment (to apply): | ● 4 years   |
| Apply by:                      | ● Written request accompanied by a completed application form   |
| Apply to:                      | ● Department Head   |
| Final approval by:             | ● Human Resources Manager or designate  |
| Period of Salary Deferral:     | ● 3 years - maximum 6 years   |
| Amount deferred:               | ● 25% per annum, not to exceed 33-1/3% per annum  |
| Minimum period of leave:       | ● 9 months - shorter period at Management's discretion  |
| Maximum period of leave:       | ● 1 year  |
| Commencement of leave:         | ● Must immediately follow the period of salary deferral   |
| Postponement of leave:         | . Due to extenuating circumstances -- not to exceed 6 years from the commencement of the deferral period  |
| Commitment to return to work:  | . Yes - equal to period of leave (i.e., 9 months to 1 year)   |
| Sabbatical Leave:              | . During the Sabbatical Leave, the employee may not work for the Employer or receive any salary or wages from the Employer exclusive of the deferred payment. |
| Pre-Retirement Leave:          | ● No, the Sabbatical Leave may not be used to provide pre-retirement leave  |
| Withdrawal from the Program:   | . Due to financial hardship or other extenuating reasons if approved by the Employer  |

<b>DEDUCTIONS/BENEFITS COMPARISON</b>
---------------------------------------

**EMPLOYEE FUNDED SABBATICAL LEAVE PROGRAM**

	<u>Period of Deferral</u>	<u>Period of Leave</u>
Income Tax	Reduced amount	Amount received
UIC	Based on 100% salary	No
CPP	Reduced amount	Amount received
Interest	Paid in year earned	Paid in year earned
OC Transpo Pension Plan	Based on 100%	No Broken service
LTD	Based on 100%	No Waiting period commences on return to work date
Life	Full premium Based on 100%	Employee option-Employee pay all Based on reduced
EHC	Full premium Same cost sharing	Employee option - Employee pay all
Dental	Full premium Same cost sharing	Employee option - Employee pay all
Money-in-lieu (Part-time)	Continuous -Based on 100%	Ceases
WCB	100% covered	Coverage ceases
Leave Usage	Reduced amount	Entitlements are frozen
Vacation Pay (Part-time)	Continuous - Based on 100%	Ceases
Service Related Benefits	Continues	Continues
Union Dues	Continues - 100%	Continues (Sustaining dues)
Seniority	Continues	Continues
Other benefits	Continues	Ceases

## EMPLOYEE FUNDED SABBATICAL LEAVE FORM

I have read the terms and provisions of the employee funded Sabbatical Leave Policy and with understanding and agreement, I am applying for an Employee funded Sabbatical Leave as follows:

1. My enrollment in the Program and the start of the income deferral period shall commence effective \_\_\_\_\_, and will continue until \_\_\_\_\_
2. I authorize the Employer to deduct an amount equal to \_\_\_\_\_ percent of my normal (100 percent) gross salary and to deposit this amount into an interest bearing account on my behalf for the period of time indicated above.
3. I intend to take my leave of absence commencing \_\_\_\_\_ and lasting until \_\_\_\_\_
4. I understand that while on Sabbatical Leave, I will receive, on a bi-weekly basis, an amount that represents 1/26th (or adjusted) of the total amount set aside.
5. I understand that through the salary deferral period and when in receipt of the deferred income, my earnings will be subject to appropriate deductions.
6. I understand and agree that during the period of Sabbatical Leave, I will continue to honour my existing obligations to the Employer, including the Conflict of Interest Policy.
7. I understand and agree that I must return to employment with OC Transpo for a period of at least equal to the duration of my sabbatical Leave.

Reason for leave: \_\_\_\_\_

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**AUTHORIZED BY:**

\_\_\_\_\_  
Manager Employing Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager, Human Resources (or designate)

\_\_\_\_\_  
Date