

COLLECTIVE AGREEMENT

between

Amalgamated Transit Union, Local 279



and

The City of Ottawa



Ratified by the Employer: February 12, 2003

Effective: April 1, 2002 to March 31, 2005

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(Une version française est disponible au Bureau des Ressources humaine, Division des relations de travail)

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TABLE OF CONTENTS

CLAUSE 1 – MANAGEMENT FUNCTIONS.....	1
SECTION (1)1 -GENERAL FUNCTIONS.....	2
SECTION (1)2 – MANNER OF EXERCISING FUNCTIONS.....	2
CLAUSE 2 -CONDITIONS.....	2
SECTION (2)1 – BARGAINING UNIT.....	2
SECTION (2)2 – CO-OPERATION.....	3
SECTION (2)3 – RENEWAL AND TERMINATION.....	3
SECTION (2)4 –STRIKES AND LOCK OUTS.....	3
SECTION (2)5 – CONTRACTING OUT.....	3
CLAUSE 3 – EMPLOYMENT CONDITIONS.....	4
SECTION (3)1 - SENIORITY.....	4
SECTION (3)2 – LAY-OFF AND RECALL.....	4
SECTION (3)3 – TEMPORARY ABSENCE/LEAVE OF ABSENCE/MATERNITY LEAVE/PARENTAL LEAVE.....	5
SECTION (3)4 – UNION ACTIVITIES.....	5
SECTION (3)5 – VACANCIES/JOB POSTINGS.....	6
SECTION (3)6 – TRANSFERS AND PROMOTIONS.....	7
SECTION (3)7 - DISCIPLINE.....	10
SECTION (3)8 - TERMINATION.....	11
SECTION (3)9 – ACCIDENTS REPORTS.....	12
SECTION (3)10 – MEDICAL AND TRADE EXAMINATIONS.....	12
SECTION (3)11 – EMPLOYEE TRAINING PROGRAMS.....	12
SECTION (3)12 – BEREAVEMENT LEAVE.....	13
SECTION (3)13 – JURY AND WITNESS DUTY.....	14
SECTION (3)14 – LEGAL PROCEEDINGS.....	14
SECTION (3)15 – MEDICAL FITNESS.....	15
SECTION (3)16 – LICENCE REQUIREMENTS.....	16
SECTION (3)17 – PERFORMANCE APPRAISALS.....	18
CLAUSE 4 – PAY AND HOURS OF WORK.....	18
SECTION (4)1 – HOURS OF WORK.....	18
SECTION (4)2 – RATES OF PAY.....	19
SECTION (4)3 – GENERAL AND DESIGNATED HOLIDAYS.....	23
CLAUSE 5 - GRIEVANCES.....	25
SECTION (5)1 – GRIEVANCE PROCEDURE.....	25
SECTION (5)2 – ARBITRATION.....	26
SECTION (5)3 – GRIEVANCE AND ARBITRATION AWARDS.....	27
CLAUSE 6 – VACATION WITH PAY.....	27
SECTION (6)1 - VACATION.....	27
SECTION (6)2 - ENTITLEMENTS.....	27

TABLE OF CONTENTS

CLAUSE 7 – UNION SECURITY	29
SECTION (7)1 – CHECK -OFF	29
CLAUSE 8 – EMPLOYEE BENEFIT PLANS	30
SECTION (8)1 - DEFINITIONS.....	30
SECTION (8)2 – WELFARE TRUST FUND.....	30
SECTION (8)3 – CONDITIONS AND COST SHARINGS	31
SECTION (8)4 – OTHER BENEFITS.....	34
CLAUSE 9 – TRANSPORTATION- OPERATIONS DIVISION.....	35
SECTION (9)1 – OPERATING BY NON-OPERATING EMPLOYEES	35
SECTION (9)2 - CLOTHING.....	35
SECTION (9)3 – RUN-CUTTING	39
SECTION (9)4 – CLASSIFICATION OF WORK.....	40
SECTION (9)5 – SELECTION OF WORK.....	41
SECTION (9)6 –CANCELLED WORK.....	42
SECTION (9)7 - REPORTING.....	42
SECTION (9)8 – CHARTERED BUS WORK	43
SECTION (9)9 – DEMAND RESPONSE WORK.....	43
SECTION (9)10 – VAN DRIVER (TRANSIT SERVICES)	44
SECTION (9)11 - EQUIPMENT.....	44
SECTION (9)12 – ABOLITION OF POSITION.....	44
SECTION (9)13 – MEAL ALLOWANCE.....	45
SECTION (9)14 – SAFETY BOOT ALLOWANCE FOR FARE BOX CHANGERS.....	45
SECTION (9)15 – WORK GARMENTS FOR FARE BOX CHANGERS.....	45
CLAUSE 10 – EQUIPMENT DIVISION.....	45
SECTION (10)1 –BOOKING OF WORK SHIFTS.....	45
SECTION (10)2 –BREAK PERIODS AND WASH-UP TIME.....	45
SECTION (10)3 – HOLIDAY STAFF	46
SECTION (10)4 - CLOTHING.....	46
SECTION (10)5 - TOOL.....	47
SECTION (10)6 - SAFETY.....	47
SECTION (10)7 – SHIFT PREMIUMS.....	48
SECTION (10)8 – MEAL ALLOWANCE.....	48
SECTION (10)9 – UPHOLSTERER CLASS 1.....	48
SECTION (10)10 – PREMIUM FOR WEEKEND SUPERVISORS.....	49
SECTION (10)11 – LOSS OF "CZ" LICENCE IN EQUIPMENT DIVISION.....	49
SECTION (10)12 - LATENESS.....	50
SIGNATURE PAGE.....	51

TABLE OF CONTENTS

APPENDIX A	52
SALARY SCHEDULES.....	52
APPENDIX B	59
GLOSSARY OF DEFINITIONS.....	59
APPENDIX C	64
BOOKING RULES – OPERATING SECTION (OPERATORS).....	64
APPENDIX D	74
BOOKING RULES – NON-OPERATING SECTION EMPLOYEES (DISPATCHERS).....	74
APPENDIX E	78
BOOKING RULES – EQUIPMENT DIVISION.....	78
APPENDIX F	95
EMPLOYMENT FOR DISABLED EMPLOYEES.....	95
APPENDIX G	96
WAGE CONTINUANCE PLAN – RULES OF PROCEDURE.....	96
APPENDIX H	98
WAGE CONTINUANCE AGREEMENT.....	98
LETTER OF UNDERSTANDING #1	103
RE: PENSION PLAN	103
LETTER OF UNDERSTANDING #2	105
RE: WAGE CONTINUANCE PLAN.....	105
LETTER OF UNDERSTANDING #3	107
RE: NEW APPROACH TO DISCIPLINE.....	107
LETTER OF UNDERSTANDING #4	108
RE: PEER SUPPORT NETWORK.....	108
LETTER OF UNDERSTANDING #5	109
RE: COMPUTERIZED GENERAL BOOKING.....	109
LETTER OF UNDERSTANDING #6	110
RE: MAXIMIZING STRAIGHT RUNS.....	110
LETTER OF UNDERSTANDING #7	112
RE: RELIEF RUNS ON STATUTORY / DESIGNATED HOLIDAYS	112

TABLE OF CONTENTS

LETTER OF UNDERSTANDING#8	113
RE: PILOT PROJECT – SATURDAY AND SUNDAY RELIEFS	113
LETTER OF UNDERSTANDING#9	115
RE: EMPLOYEE INFORMATION SESSIONS	115
LETTER OF UNDERSTANDING#10	116
RE: PILOT PROJECT FOR 10 HOUR SHIFTS IN EQUIPMENT DIVISION	116
LETTER OF UNDERSTANDING#11	117
RE: SALARY ADVANCES AT THE COMMENCEMENT OF EMPLOYMENT	117
LETTER OF UNDERSTANDING#12	118
RE: LIGHT RAIL PILOT PROJECT	118

BETWEEN

CITY OF OTTAWA

Hereinafter called "the City".

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 City 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 City 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 City 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 City agrees to bargain exclusively with the Union in respect to employees of the City 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 City desires to retain as many of its employees as possible in employment. To this end, the City expresses the intention that wherever possible and consistent with efficient operations, in the sole judgement of the City, positions that may become vacant within the Bargaining Unit shall be filled from existing employees and qualified persons from the inactive roll.
- (2)1.3 The City agrees that an employee shall have access to his or her work record at reasonable times, and in the presence of his or her Human Resources Consultant, in order to determine whether or not the entries therein are true and accurate. Should any entry not be true or accurate that entry will be removed from the file. If an employee's work record has remained clear for a period of two (2) years following an entry into the record, the City agrees that entries, which in the City'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 shall furnish the City with a list of its officers and shall notify the City promptly of any changes.

- (2)1.6 The Union may post notices of meetings, bulletins or other matters of interest to their members at such places as are agreed by the City, provided that any document which is not merely an announcement of a meeting must be approved by the City before posting.
- (2)1.7 The City 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, 2002 to the 31st day of March, 2005 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 April 2005, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1st day of February 2005 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, stoppages or other interference with the operation on the part of the members of the Bargaining Unit, or any lockouts on the part of the City.

SECTION (2)5 – CONTRACTING OUT

- (2)5.1 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.

- (2)5.2 Effective February 12, 2003, notwithstanding the above, the City agrees that before it contracts out work that would normally fall within the scope of the bargaining unit, it will provide the union with an opportunity to suggest alternatives as to how work might be completed by bargaining unit members. When making such suggestions, the union must address efficiency, cost and availability of resources. Management will give due consideration to suggested alternatives. If no agreement can be reached with the union on the provision of the service by bargaining unit members, the City may contract out such work at its sole discretion.

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 Effective February 12, 2003, after an employee has passed the preliminary examination he or she shall be considered as on probation for a period of nine (9) continuous months worked. The Employer may, for reasonable cause, with written notification to the union, extend the probationary period for up to an additional three (3) continuous months worked. 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.
- (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 City agrees that before waiving or modifying the rule, it shall discuss the problem fully with the representatives of the Union. Any decision by the City 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 City may grant an employee, upon written application, one temporary absence in any calendar year. If such temporary absence is granted by the City, 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 City may grant an employee, upon written application, one leave of absence in any calendar year. If such leave of absence is granted by the City, 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 An employee, upon written application, shall be granted Maternity Leave and/or Parental Leave under the provisions of the Canada Labour Code. The terms and conditions of this leave shall be confirmed in writing by the City.
- (3)3.4 During the two (2) week waiting period and the fifteen (15) weeks that the employee is eligible for Employment Insurance Maternity Leave benefits, the employee will receive payments from the Supplementary Unemployment Benefit Fund to bring her combined E.I. and S.U.B. payments to ninety-three percent (93%) of her normal pay.
- (3)3.5 While on Maternity Leave and/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, as per the terms and conditions of the plan.
- (3)3.6 The employee will continue to accumulate seniority while on Maternity Leave and/or Parental Leave as provided under this Section.

SECTION (3)4 – UNION ACTIVITIES

- (3)4.1 Employees who are 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 or temporary leave 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, Labour 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.
- (3)4.3 Union Officials who are compensated for related work shall not have their normally scheduled platform hours adjusted to reflect non-driving time.

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 City bulletin boards, in a prominent place, for seven (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 seven (7) working days.
- (3)5.2 Where a job vacancy occurs within the bargaining unit in any Department covered by this Agreement and involves a job provided in the authorized establishment, the City shall, before filling such vacancy with a new employee, make the vacancy available to existing employees within the bargaining unit. The same posting procedure shall apply as outlined in Subsection 5.1 above.
- An employee selected as a result of a posted temporary vacancy will not be considered for a further temporary vacancy for a period of up to three (3) months from the date of his or her appointment.
- (3)5.3 Any appointment shall be a function of Management, but the Union shall be informed by the Director, Human Resources Services or designate, concurrent with the appointment.
- (3)5.4 In order to be considered eligible, an employee must apply on the proper form to the Human Resources Department.
- (3)5.5 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)5.6 Where in the opinion of the City 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 ten percent (10%) less than the hourly Appendix " A for the first three (3) months and five percent (5%) less than the hourly rate during the second three (3) months. Thereafter, the trainee shall be entitled to the rates of pay provided for the job as set out in Appendix " A .
- (3)5.7 If a position cannot be filled satisfactorily from existing employees who apply, the City may recruit from applicants who are not at the time employees.
- (3)5.8 The City agrees to make available to the Union details of training programs as established from time to time.
- (3)5.9 Operators will not be permitted to bid or transfer to Equipment Division positions during their initial 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:
 - (3)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 City 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 City 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 City shall fulfill 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.

(3)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 City 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 City shall fulfill 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 City shall fulfill 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.

(3)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 City 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 City 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 City 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. Effective February 12, 2003, employees who transfer out of the bargaining unit and remain outside for a period of greater than 120 calendar days and request to return will be subject to the job posting requirement. Seniority in the new job classification or former classification shall accumulate from the date of transfer.

(3)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 City 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 City agrees that an employee whose work is of such standard as to warrant discipline shall be informed of the concern by the Supervisor. Effective February 12, 2003, the Supervisor will advise the employee within one month of the occurrence giving rise to the discipline or coming to the attention of the Supervisor. A "Notice to Appear" outlining the reasons for the interview will be used to arrange a meeting with the employee. 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 a Supervisor. The facts of the case shall be reviewed at the meeting and any discipline rendered shall be on the facts of the case. The City agrees that employees shall not be censured in public and their rights of privacy of personal information shall be respected at all times.
- (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 City for any purpose.
- (3)7.4 The City 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 City, 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 City 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 employee record. Such inspection shall be made during normal business hours at a time suitable to both the employee and the City.
- (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 operator's absenteeism card.
- (3)7.9 When the City 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 City reserves the right to terminate employees for just cause
- (3)8.2 Before terminating an employee, and while the investigation is ongoing, the City and the Union will meet prior to dismissal to seek an alternative to dismissal. Immediate suspension may take place if the City believes there is serious danger to the general public, other City employees or its property. All the facts obtained by either party during the investigation will be shared.
- (3)8.3 When an employee has been placed on suspension pending termination, the City will pay the employee his or her basic hourly rate of pay during the period of the City'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 (5) working days to appeal the City's decision.
- (3)8.5 Coincident with the City's decision, the Union shall be notified of the employee's termination.

SECTION (3)9 -- ACCIDENTS REPORTS

- (3)9 Effective February 12, 2003, employees shall be paid one hour at their current basic hourly rates of pay for preparing the "designated Accident/Incident Report", if such reports are required by management, outside their scheduled working hours.

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 two (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 Active 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 licence. 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 (8) 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 7½ hours of work or less, shall be paid 7½ 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 Effective February 12, 2003, 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, sister, brother, a maximum of four (4) working days up to and including the day after the funeral.
- 12.1.2 Upon the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law a maximum of three (3) working days up to and including the day of the funeral.
- 12.1.3 Upon the death of a grandparent (of either the employee or the employee's spouse or common-law spouse) grandchild, son-in-law, daughter-in-law, a maximum of two (2) working days up to and including the day of the funeral.
- NOTE:** In the event of the death of an immediate family member not covered in Subsection (3)12.1, the minimum set out in the Canada Labour Code and its regulations shall apply.
- (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.
- (3)13.2 An employee who is subpoenaed in relation to participation in activities outside the City shall not be eligible for payment for lost time from work. These activities shall include but not be limited to employment outside the City, illegal activities, or personal matters unless subpoenaed by the Crown in any proceedings.
- (3)13.3 When an employee has been called for jury selection or subpoenaed as a witness, the employee is to have a clear nine (9) 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 (4) 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 (3)13.1.
- (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 City.

SECTION (3)14 – LEGAL PROCEEDINGS

- (3)14 Effective February 12, 2003, the Employer agrees to provide legal protection or reimbursement for legal costs, including judgment costs, to employees in

those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.

The City also agrees that employees shall be compensated for all required time attending such legal proceedings, including interviews with City Solicitors.

SECTION (3)15 – MEDICAL FITNESS

- (3)15.1 The Union recognizes the responsibility of the City 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 City respects the confidentiality of employee medical records. Under normal circumstances, the City also recognizes the entitlement of its employees to their own choice of physician.
- (3)15.3 Where the City specifies on reasonable grounds that it is of the opinion that an employee may be medically unfit to work on a regular basis or may jeopardize the safety of others, the City may require the employee to provide, effective February 12, 2003, at the Employer's expense provided the Health Care Plan does not cover the cost, a Certificate of a licensed physician attesting to his or her fitness for work.
- (3)15.4 Where the City 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 City shall meet with the employee (and his or her Union representative, if the employee so requests) to discuss the work performance of the employee.
- (3)15.5 Following such a meeting, where the City 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, it may require the employee to provide, effective February 12, 2003, at the Employer's expense provided the Health Care Plan does not cover the cost, 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 City physician. For these purposes, it is recognized that the City has the right to send the employee to the City physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the City physician to be able

to provide the City with a medical opinion as to the employee's fitness to work.

- (3)15.6 Where the City specifies on reasonable grounds, and on the advice of the City physician, that it continues to be of the belief that an employee may be medically unfit for work or may jeopardize the safety of others, notwithstanding the provision of the Certificates mentioned in Subsections 15.3 and 15.5, it may require the physicians of the employee and the City 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 conclusive of the issue of fitness for work. If the employee is certified fit to do his or her job the City 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 City will undertake to pay for the costs of obtaining the Certificate.
- (3)15.7 The City'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 City and at an employee's request, the City shall arrange at its expense for the employee to be assessed by the City's physician, or by such other specialists, as the City'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 City.

SECTION (3)16 – LICENCE REQUIREMENTS

- (3)16.1 All employees who drive City 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 City 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 Human Resources Consultant 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 City 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 Booking 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 City vehicle and engaged in work activity:

such an employee shall have his or her employment with the City 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:

Effective February 12, 2003, if alternate work is available and the employee meets all requirements and qualifications, the employee may be assigned such work.

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 City shall be terminated immediately.

- (3)16.4 If, as a result of a criminal conviction a second time, an employee's licence is suspended beyond the provisions of (3)16.3 above for any duration whatsoever the employee shall be subject to instant dismissal.

- (3)16.5 Any employee who fails to notify the City 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.

- (3)16.6 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 City terminated immediately.
- (3)16.7 The City 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.

SECTION (3)17 – PERFORMANCE APPRAISALS

- (3)17.1 The City 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 and the employee will be given an opportunity to comment.
- (3)17.2 Through review of its appraisal system the City from time to time may modify or improve the system to ensure its continuing effectiveness. The Union will be notified of any proposed changes and will be given an opportunity to comment.
- (3)17.3 When attending Performance Appraisals outside normal working hours, the employee will receive a payment equal to two (2) hours at straight time.
- (3)17.4 Performance Appraisals will not be subject to the grievance process and will not be used as a form of discipline.

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 (4) times a year or more frequently if the City deems it necessary.

- (4)1.2 The General Booking of Equipment Division employees shall take place two (2) times a year or more frequently if the City deems it necessary.
- (4)1.3 Subject to the Booking Sheets, eighty (80) hours in a two (2) week pay period shall constitute the normal working hours.
- (4)1.4 When overtime work is required, the City agrees to make every effort to arrange all overtime 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 (8) 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

Effective February 12, 2003, an employee during the first three (3) months of the probationary period shall receive the basic hourly rate **less 15%** and during the second three (3) months of the probationary period shall receive the basic hourly rate **less 10%** and for the remainder 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 Transit Operations

Effective February 12, 2003, an employee shall be paid one and one-half (1½) times the job classification rate for all platform hours worked in excess of eight (8) hours during one day unless otherwise explicitly stated elsewhere in the collective agreement. (This does not apply to agreed upon long shifts.)

Non-Transit Operations

Effective February 12, 2003, an employee shall be paid one and one-half (1½) times the job classification rate for the time worked in excess of eight (8) hours during one day.

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 Transit Operations

Effective February 12, 2003, an employee who works on his or her day off shall be paid at one and one-half (1½) times the basic job classification rate of the platform work performed. The procedures relating to voluntary days off work shall be as set out in the Booking Rules.

Non Transit Operations

Effective February 12, 2003, an employee who works on his or her day off shall be paid at one and one-half (1½) times the basic job classification rate of the work performed.

(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 five (5) days at eight (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 (150%) 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 City 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 City 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)
$$\frac{\text{Dec 1992 Index} - \text{Dec. 1991 Index}}{\text{Dec. 1991 Index}} \times 100\% - 6.82\%$$

= Percentage Increase
- 2) Percentage Increase x Employees' Hourly Rate
x No. of Hours Worked in 1992
= Cash Adjustment

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 General and designated holidays listed in Sections (4) 3.1 and (4) 3.2 above will be observed on the day determined by the Treasury Board of Canada for the Federal Public Service or as determined by the Employer.

In a week in which one or more of the general or designated holidays stated in Sections **(4) 3.1** and (4) 3.2 occur, the hours of work shall be reduced by eight (8) hours for each day for the purpose of calculating an employee's eligibility for overtime pay.

To be effective on the Good Friday statutory holiday - April 2003.

(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 receive a normal day's pay of eight (8) hours pay plus pay equal to one and one-half times (1 ½) 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 of eight (8) hours.
- (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 Wage Continuance, WSIB or LTD payments for the holiday;
 - 3.8.2 the employee had not received wages for work performed for at least fifteen (15) days during the thirty calendar days immediately preceding a holiday unless the employee had returned to work and had been in receipt of Wage Continuance, WSIB 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 City 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 (8) hours.
- (4)3.10 An employee who elects to work on all three (3) statutory holidays during the week of Christmas/New Year's will have the option of deferring the hours worked and the associated premium pay within the following twelve (12) months and utilize the applicable banked pay for one additional week off. This option is only available to those operators who elect the statutory holidays prior to the cut. Selection of this week will be available commencing with Spring Booking in the Transportation Division and after May 1 in the Equipment Division.

CLAUSE 5 -GRIEVANCES

SECTION (511 –GRIEVANCE PROCEDURE

- (5)1.1 The City 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, effective February 12, 2003, the authorized supervisor, the employee or employee representative involved will meet and discuss the issue. Where possible, the employee or employee representative will be provided with all known or available information that will **be** relied upon by the Employer.
- (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 seven (7) calendar days of an incident.
- (5)1.3 If the complaint is not satisfactorily resolved within seven (7) calendar days, the employee may choose to have recourse within twenty-one (21) 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 City 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 (5) working days or a time period mutually agreed upon, the grievance may at the end of this period and within five (5) working days proceed to Step 2.

NOTE: In a case where the grievance deals with a termination, Step 1 of the process is waived and the grievance proceeds directly to Step II.

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 (5) working days or a time period mutually agreed upon, the grievance may at the

end of this period and within five (5) 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 City 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 (5) working days or a time period mutually agreed upon, the grievance may at the end of this period and within one (1) month be referred to a Board of Arbitration.

SECTION (512– 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 matter shall be referred to Expedited Arbitration, governed by the agreed-upon Rules and Procedures, unless one or more of the parties prefer the more traditional three (3) person board. In the event of Expedited Arbitration, the Labour Relations Branch shall contact the agreed-upon Arbitrator and make the necessary arrangements. Should the parties choose a three (3) person board, the City and the Union shall each appoint an arbitrator within seven (7) calendar days. The two (2) arbitrators shall, within seven (7) calendar days after appointment, agree upon a third arbitrator 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.
- (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 (1) 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 City 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)3 – GRIEVANCE AND ARBITRATION AWARDS

- (5)3 Where a grievance involving a payment of money by the City 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 twenty (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)11 -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)12 - 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 City between January 1st and April 30th shall earn two weeks of vacation entitlement.
- 2.1.2 An employee who has joined the City between May 1st and December 31st shall earn one week of vacation entitlement.

- (6)2.2. In the calendar year following the year of hire employees shall earn vacation entitlement according to the following schedule:

<u>Completed years of service 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 employee's current basic hourly rate of pay at the time payment is made.

- (6)2.4 The City 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 WSIB or Wage Continuation 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 Wage Continuance Benefits or WSIB, 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 Effective February 12, 2003, an employee may book up to four (4) weeks of vacation between May 1st to September 30th. Employees who book four (4) weeks of vacation from May 1st to September 30th may only book one (1) week's vacation during March Break, Christmas week and New Year's week which, in addition to the above dates, are considered prime time vacation periods. No employee shall be allowed to book in excess of five (5) weeks of vacation which fall into the prime time vacation periods until all other 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 WSIB 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 WSIB, 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 City. The City shall deduct Union dues from every pay and shall turn over such dues to the Treasurer of the Union within five (5) 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 City and the Union as part of the Collective Agreement process. The Trust Committee will be made up of four (4) representatives from the City and four (4) 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 City who will be responsible for payroll deductions and claims administration.

SECTION (8)3 – CONDITIONS AND COST SHARINGS

(8)3.1 Supplementary Health Insurance Plan

The City 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 this Agreement as set out in Clause 2, Section 1, Subsection 1.1, shall be covered by the Wage Continuance Plan.

3.2.1 The City 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 (6) hours per day and up to a maximum of eight (8) 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. Effective February 12, 2003, employees who normally work on long shifts of eight (8) hours and fifty-four (54) minutes or more will be paid ninety (90) percent of platform hours daily.

Effective March 1, 2003, while an employee is engaged in rehabilitative or transitional employment approved by the insurance company and still considered totally disabled under

this benefit, the long term disability insurance (LTDI) monthly payments will be reduced by 50% of the rehabilitative earnings.

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 Application 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 City 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 twenty-four (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 City and the 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 City shall pay the entire premium cost of the plan.

(8)3.6 **Dental Insurance Plan**

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

(8)3.7 **Survivor's Protection Plan**

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

(8)3.8 **Dependent Life Insurance Plan**

The City 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)3.9 **Pension Plan**

The Employer and the employees shall make the required contributions, by payroll contributions, as set from time to time by OMERS. Participation in the Pension Plan is a condition of employment.

The Union will appoint four (4) representatives to participate in the OC Transpo Corporate Pension Committee in connection with the administration of the Pension Plan.

(8)3.10 **Early Retirement Benefits**

3.10.1 The City 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) Survivor's Protection Plan
- c) Dependent Life Insurance
- d) Supplementary Health Insurance Plan
- e) Dental Insurance Plan

The above benefits made available to early retirees and spouses of retirees who are less than 65 years of age 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.

NOTE: Deferred pensioners, who have at least 25 years of service, their spouses, and surviving spouses of early retirees can continue the extended medical and dental insurance, at his/her cost, until his/her 65th birthday.

(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 of the 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 City shall provide free transportation upon its regular bus service as follows:

- a) to full-time employees;
- b) to pensioners;

- c) to spouses of pensioners:
- d) to widows and widowers of deceased employees;
- e) to deferred pensioners who have at least 25 years of service and their spouses.

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 **Uniforms – The Point System**

The distribution of uniform clothing will be based on a point system, whereby Operators and Dispatchers will be allocated a specific number of points each year and may redeem these points to acquire uniform items that the employees determine they may require.

The standard issue for uniform clothing for each employee shall be as listed below. The term “year” as used in this Section refers to a calendar year.

New employees will receive a formal uniform in the year in which they are hired. If the employee is hired prior to June 30th, he or she will receive full point value in the second year. Employees hired after June 30th, will receive fifty percent (50%) of the point value in the second year.

<u>Item</u>	<u>Standard Issue</u>
Blazer	1 issue
Pants/skirts	3 issues
Shirts/blouses	6 issues
Ties/scarves	3 issues
Shorts	2 issues
Long-Sleeve Sweater	1 issue

Sleeveless V-Neck Sweater	1 issue
Winter Coat	1 issue
Summer Coat	1 issue
Winter Hat/Turban	1 issue

Point Value:

The point values assigned to each item may vary from year to year, based on the cost of the item. In the event that there is a change in the cost of an item, the total annual point allotment will be amended accordingly. The annual point allowance per employee will be based on the total dollar value of the items listed in the standard issue list above. Based on present costs, this point allotment is set at sixty-three (63) points per employee per year, with one (1) point representing five (\$5.00) dollars.

Operators:

<u>Item</u>	<u>Point Value</u>
Blazer	25 points each
Pants	10 points per pair
Skirts	13 points each
Short Sleeve Blue Shirts	3 points each
Long Sleeve Blue Shirts	4 points each
Short Sleeve Stripped Shirts	4 points each
Long Sleeve Stripped Shirts	5 points each
Blouses	3 points each
Ties	2 points each
Scarves	4 points each
Shorts	7 points each
Long-Sleeve Sweater	4 points each
Sleeveless V-Neck Sweater	4 points each
Winter Coat	25 points each
Summer Coat	14 points each
Winter Hat	6 points each
Turban	7 points each
Baseball Cap	1 point each

Dispatchers:

<u>Item</u>	<u>Point Value</u>
Blazer	25 points each
Pants	10 points per pair
Skirts	13 points each
Short Sleeve White Shirts	3 points each
Long Sleeve White Shirts	4 points each
Blouses	3 points each
Ties	2 points each
Scarves	4 points each
Shorts	7 points each
Long-Sleeve Sweater	4 points each
Sleeveless V-Neck Sweater	4 points each
Winter Coat	25 points each
Summer Coat	14 points each
Winter Hat	6 points each
Turban	7 points each

Point Allocation:

Each employee shall receive full allotment of sixty-three (63) points per year. Points may be carried forward into the next year, with the understanding that the points have no monetary value. Any Operator or Dispatcher retiring between January 1st to June 30th, will be allocated fifty (50) percent of the point allocation. Any Operator or Dispatcher retiring after July 1st will receive full point allotment.

Employees absent due to leave of absence or long term disability (LTD) will have their allotment pro-rated accordingly.

Clothing items damaged in the course of duty may be re-issued by the Employer without any charges against the employees' allotted points, subject to written request by the employee, review and approval from the Manager, Transit Operations.

Dress Code Standards:

The Employer reserves the right to establish and maintain reasonable dress code standards. If employees are not reporting in a clean, fit and proper uniform, the Employer reserves the right to request that the employee report in a proper uniform, or disciplinary action may be taken.

Any defects or problems with the clothing issue should be reported to the Uniform room. Any necessary repairs or alterations at time of issue will be completed at no cost to the employee.

Standing Committee:

The Employer and A.T.U. Local 279 shall establish a standing committee, which will monitor the quality of uniform clothing. The parties agree that every effort will be made to purchase quality clothing items.

(9)2.2 Effective February 12, 2003, Operators and Dispatchers who work during the year, shall receive a boot and shoe allowance of \$100.00. 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.

(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 Dispatchers 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 Employment Benefit Trust. The City shall transfer the required funds to the Trust.

(9)2.5. **Measuring and Warranty**

2.5.1 Uniformed employees shall make themselves available for uniform measuring at the times and periods specified by the City.

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.

(9)2.6 Reimbursement of City Clothing Costs

Uniformed employees resigning from the City shall retain all uniform items and reimburse the City 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 City 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 City and the Union, accompanied by a Transit Planning and Development representative and a Union representative.

(9)3.3 The City 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 Transit Planning and Development Division of the City.

(9)3.5 Management recognizes that there may be problems with some runs affecting the schedules/layovers for Operators. In an attempt to arrive at a mutually agreeable solution, the parties agree to establish a Standing Committee chaired by the Manager of Transit Operations to review the

quality of schedules and the process by which the problems are identified and addressed, with the aim of improving service reliability and the quality of work for Operators.

The parties will give effect to the above as follows:

- New schedules will be in place for a minimum of ten (10) days before problems are identified to the standing committee.
- **Issues** will be reviewed and decisions made on necessary adjustments by Transit Services staff within twenty-one (21) days of being reported.
- Where solutions are possible within the Transit Operations Budget, the Manager of Transit Operations will implement them as appropriate.
- Where the proposed modifications result in unplanned costs implementation of the modifications will require the approval of the Director of Transit Services within five (5) working days.
- Where an interim solution is not possible, the Standing Committee will look at alternative solutions that include re-booking in accordance with the provisions of the collective agreement.
- If the line remains unchanged in the future, permanent changes will be made prior to the next booking.
- This Standing Committee will be comprised of Union, Operations staff and Planning staff and will meet a minimum of once a month.

During the life of this agreement the parties will develop an effective, mutually acceptable process to ensure the efficient and prompt resolution of demonstrated inefficiencies in established lines.

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. For additional clarification, please refer to the attached “Letter of Understanding” and new Booking Rules dated August 27, 1999.
- 4.1 All **Day** Runs shall be completed within eleven (11) consecutive hours and shall be scheduled as nearly as possible to average forty (40) hours for five (5) working days.
 - 4.2 All Relief **Runs** shall be completed within twelve (12) consecutive hours.
 - 4.3 All Scheduled Two-piece and Three-piece Runs shall normally be completed in twelve (12) 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 (2) 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 (2) hours pay time.
- 4.6. In creating work for a statutory or designated holiday which is below the level of a weekday, Saturday or Sunday service, the City will make every reasonable effort to keep the number of runs shorter than seven (7) hours and thirty-six (36) minutes to a minimum.
- 4.7. 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 City. Choosing of runs shall take place a minimum of four (4) 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 (4) 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 (3) 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 City 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 City 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 City that he or she was prevented by illness from reporting, or where the operator has arranged with the City 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 City 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 Dispatcher and the Supervisor should the relief-operator not show up.
- (9)7.6 Any operator who fails to report for their scheduled AM work on time must contact St. Laurent Despatch before 10:00 hours to make themselves available for any work including afternoon standby. No operator may be forced more than twenty (20) minutes past his/her normal finishing time including the time to travel back to their finishing location.

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 (8) hours, straight time shall be paid. Time and one-half (1%) shall be paid for any platform time, which exceeds eight (8) 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 pre-qualified 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 – VANDRIVER (TRANSIT SERVICES)

- (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 City agrees that it shall do all that is reasonably possible to provide comfortable and safe operating conditions for the employee 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 re-booked in accordance with seniority in that Department;
- 12.2 should the re-booking 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 City 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 Effective February 12, 2003, employees who work twelve (12) platform hours in a day shall receive a meal allowance to the value of eight dollars (\$8.00).

SECTION (9)14 – SAFETY BOOT ALLOWANCE FOR FARE BOX CHANGERS

- (9)14.1 Dispatchers 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 Dispatchers 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 (8) hours towards the total required hours.

SECTION (9)15 – WORK GARMENTS FOR FARE BOX CHANGERS

- (9)15 Dispatchers 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 4, Clothing, Subsection 4.1.

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 City deems it necessary.

SECTION (10)2 – BREAK PERIODS AND WASH-UP TIME

- (10)2.1 Employees shall be allowed two (2) break periods of ten (10) minutes each in each normal shift.

- (10)2.2 Employees shall be allowed two (2) five (5) minute wash-up periods per shift, the first one commencing five (5) minutes prior to lunch time and the second one commencing five (5) minutes prior to the end of the shift.

SECTION (10)3 – HOLIDAY STAFF

- (10)3 Employees shall not lose time because of a reduction in bus service on a designated holiday.

SECTION (10)4 - CLOTHING

- (10)4.1 The City shall supply employees with seven (7) work garments except in Brakes where it is agreed that additional work garments will be supplied as required. The frequency of work garment replacement shall be determined by the contract between the supplier and the City.
- (10)4.2 Effective January 1, 2004, in lieu of clothing and safety boots or shoes the City will pay to each employee annually vouchers in the amount of \$400.00 from a City selected supplier in January of each year. When choosing this supplier the City will take into account the quality of the clothing, reasonableness of the price and recommendations of the consulting committee.
- 4.2.1 Clothing vouchers will not be supplied to new employees hired after September 30th.
- 4.2.2 The vouchers will be payable to employees who commence work or return to work from an authorized absence prior to September 30th.
- 4.2.3 Student employees will only receive a safety boots or shoes allowance in the sum of ninety-five dollars (\$95.00) after they have completed their first term of employment with the City.
- 4.2.4 Employees other than student employees who resign from the City with less than six (6) months service shall reimburse the City 100% of the voucher value they received.

SECTION (10)5 - TOOL

- (10)5.1 Effective January 1, 2003, the City shall contribute the sum of three hundred and forty dollars (\$340.00) 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)5.2 The tool allowance shall be increased each year by an amount determined by a tool costing formula agreed upon by the City and the Union.
- (10)5.3 The tool allowance will be payable to employees who commence work or return to work from an authorized absence prior to September 30th.
- (10)5.4 If an employee resigns from the City with less than six (6) months service, the employee shall reimburse the allowance to the City.
- (10)5.5 The City shall pay the cost of repairs to employees' power tools, Chicago Pneumatic or equivalent standard, subject to normal wear and tear on City work. All tools not meeting the Chicago Pneumatic or equivalent standard shall be protected by the provisions of this clause provided they are on the City's Inventory List. Repairs will be reimbursed only after six (6) months of employment and only for power tools that are required for the employee's work at the City of Ottawa. 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)6 - SAFETY

- (10)6.1 The City shall provide employees whose work requires protective clothing with suitable clothing and shall maintain such clothing in a serviceable condition at all times.
- (10)6.2 The City may issue protective clothing to a department, building or operation and not on an individual basis.
- (10)6.3 All protective clothing shall remain the property of the City.
- (10)6.4 Wearing of safety boots or shoes, goggles, hard hats, face masks, or other safety equipment required by the City shall be compulsory.
- (10)6.5 Shoes or boots are to have non-skid soles and steel toe-caps.

- (10)6.6 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)7 – SHIFT PREMIUMS

- (10)7.1 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 fifty (50) cents per hour.
- (10)7.2 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 fifty (50) cents per hour.

SECTION (10)8 – MEAL ALLOWANCE

- (10)8 Effective February 12, 2003, employees whose work shift is extended by four (4) hours shall receive a meal allowance to the value of eight dollars (\$8.00). A second meal allowance will be paid only if the work shift is extended by a total of twelve (12) hours.

SECTION (10)9 – UPHOLSTERER CLASS I

- (10)9 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 pay. The City 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 City and the Union, the Upholsterer Class 1 position will no longer be associated with only the current incumbent.

SECTION (10)10 – PREMIUM FOR WEEKEND SUPERVISORS

- (10)10 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)11 – LOSS OF “CZ” LICENCE IN EQUIPMENT DIVISION

- (10)11.1 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 City efficiency.
- (10)11.2 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.
- (10)11.3 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 City and must agree with the City on the steps he or she will take to move to a position not requiring the "CZ" licence or equivalent.
- (10)11.4 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 six (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.

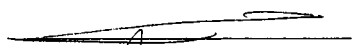
SECTION (10)12 - LATENESS

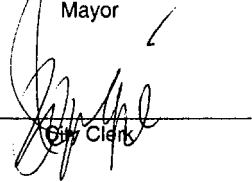
- (10)12 In all cases it is the City's intent to discourage lateness and to take disciplinary measures where necessary to help employees improve their attendance.
- 12.1 An employee is normally expected to have reported in and to be at his or her work place ready for work by the start time of his or her work shift (e.g. 08:00 hours, 15:30 hours).
- 12.2 It is recognized that an employee may occasionally be unavoidably late. In that case the employee will have a maximum of five (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 five (5) minutes the employee is expected to have reported in and to be at his or her work place ready for work.
- 12.3 If the latenesses of less than five (5) minutes in a two (2) week period total fifteen (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. sixteen (16) minutes become thirty (30) minutes). Regardless of the frequency or duration of latenesses in a pay period, lateness may also be subject to disciplinary review or action.
- 12.4 Where an employee is late for the start of his or her shift by more than five (5) minutes, his or her pay will be reduced by rounding up to the next quarter (1/4) hour. However, he or she will only be expected to be at his or her work place ready to work at that later quarter (1/4) hour, except in the case of emergency work.

IN WITNESS WHEREOF the City 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 20th DAY OF October 2003.



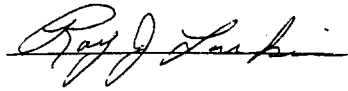
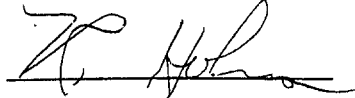
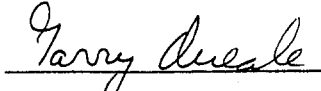
THE CITY OF OTTAWA



Mayor


City Clerk

AMALGAMATED TRANSIST UNION, LOCAL 279

 _____ Andre Lussier	 _____ M. J. Mills
 _____ Roy J. Laskin	 _____ Denis Grandmaitre
 _____ K. Wilson	 _____ Garry Auesle

APPENDIX A

SALARY SCHEDULES

PSA #	Job Class #	Job Title TRANSPORTATION AND OPERATIONS DIVISION	From	01-Apr 2002	01-Apr 2003	01-Apr 2004
301001	1001	Operator	20.290	20.899	21.526	22.172
301006	1006	Operator/Sightseeing & Charter Sightseeing	21.170	21.805	22.459	23.133
301011	1009	Operator/Demand-Response	20.290	20.899	21.526	22.172
301020	1018	Operator/Bilingual Sightseeing & Charter Sightseeing	21.930	22.588	23.266	23.964
301010	1008	Operator/Platform Instructor + \$0.50 differential effective February 12, 2003	20.290	20.899	21.526	22.172
301016	1014	Dispatcher in Training	20.290	20.899	21.526	22.172
301016	1015	Acting Dispatcher - 1st 6 mos. and/or 1040 hours + an additional \$0.50 differential	20.290	20.899	21.526	22.172
301016	1016	Acting Dispatcher - 2nd 6 mos. and/or 1040 hours + an additional \$0.50 differential	20.290	20.899	21.526	22.172
301016	1017	Acting Dispatcher - after 12 months and/or 2080 hours	22.310	22.979	23.668	24.378
302001	1201	Dispatcher	22.310	22.979	23.668	24.378
302005	1203	Fare Box Changer	22.310	22.979	23.668	24.378
302008	1208	Dispatcher No.2 (Note: Includes Dispatcher working 00:00 to 08:00)	22.920	23.608	24.316	25.045
302004	1202	Dispatcher No.1	23.530	24.236	24.963	25.712
302006	1205	Messenger	19.570	20.157	20.762	21.385
	1206	Van Driver (temp. rehab. work)	18.580	19.137	19.711	20.302

APPENDIX A

SALARY SCHEDULES

PSA #	Job Class	Job Title	From	April 1 2002	April 1 2003	April 1 2004
EQUIPMENT DIVISION						
LEVEL 1			24,410	25,142	25,896	26,673
304136	2226	Working Supervisor, Bldg Repairs & Const. Lic				
304114	2202	Working Supervisor, Plant Energy Systems				
304001	1305	Working Supervisor, Mech. & Electrical				
304039	1407	Working Supervisor, Body Repairs				
304014	1317	Working Supervisor Licensed Mechanic, Insp. 1				
LEVEL 2			24,090	24,751	25,494	26,259
304009	1312	Licensed Mechanic, Misc. Units, Floor & Bench				
304007	1309	Licensed Mechanic, Engine Recond.				
304008	1311	Licensed Mechanic, Eng. Recond. Misc. Unit Fl. & Bench				
304012	1315	Licensed Mechanic, Dyno.				
304016	1319	Licensed Mechanic, Floor & Bench				
304018	1321	Licensed Mechanic, Brakes				
304023	1323	Licensed Mechanic, Rebuild, Misc. Repair				
304025	1329	Licensed Mechanic, Unit Repair, Gen. Misc.				
304027	1331	Licensed Mechanic, Modific. Technician				
304029	1333	Licensed Mechanic, Transmission Recond.				
304030	1334	Licensed Mech., Trans. Recond. Misc. Unit. Fl. & Bench				
304033	1341	Licensed Mechanic, Electric Floor & Bench				

APPENDIX A

SALARY SCHEDULES

PSA #	Job Class	Job Title	From	April 1 2002	April 1 2003	April 1 2004
EQUIPMENT DIVISION						
		LEVEL 3	23.770	24.483	25.217	25.974
304002	1307	Licensed Mechanic				
304011	1314	Licensed Mechanic, Unit Rebuild. Injec				
303032	1336	Licensed Mechanic, Elect. Units. Floor & Bench				
304034	1405	Licensed Body Repairer				
304091	1704	Welder				
304093	1707	Machinist & Component Rebuilder				
304097	1711	Painter & Body Repairer				
304127	2218	Licensed Electrician				
304139	2236	Licensed Carpenter				
304140	2240	Licensed General Repairer				
		LEVEL 4	22.600	23.278	23.976	24.695
304132	2219	Working Supervisor, Bldg Rep. & Const.				
304111	2110	Working Supervisor, Stores				
304115	2203	Working Supervisor, Bldg & Outside Services				
304135	2223	Working Supervisor, Plant Energy Systems				
		LEVEL 5	22.250	22.918	23.606	24.314
304122	2211	Catpenter				

APPENDIX A

SALARY SCHEDULES

PSA #	Job Class #	Job Title EQUIPMENTDIVISION	From	April 1 2002	April 1 2003	April 1 2004
LEVEL 6			21,320	21,960	22,619	23,298
304071	1625	Garage Attendant, Upholsterer 1				
304090	1703	Garage Attendant, Misc Body & Welder				
304126	2212	General Repairer				
303098	2101	Shipper- Receiver				
304100	2103	Storekeeper-in-Charge				
304076	1629	Garage Attendant, Misc. Units Air & Elect.				
	1609	Working Supervisor, Bus Servicing				
LEVEL 7			20,640	21,259	21,897	22,554
304080	1635	Garage Attendant, Fare Box Rep. & Truck Driver				
304081	1636	Garage Attendant, Fare Box Repair Misc.				
304082	1637	Garage Attendant, Des Signs & Fare Box Rep				
304087	1644	Garage Attendant, Misc Relief Body Shop				
304070	1623	Garage Attendant, Inspector 2				
304085	1641	Garage Attendant, Inspector 2 / Misc. Units				
304099	2102	Assistant Shipper/Receiver				
LEVEL 8			20,240	20,847	21,472	22,116
304101	2104	Storekeeper 1				
304077	1631	Garage Attendant, Brake Lathe & Misc. Units				
	1626	Garage Attendant, Upholsterer 2				
304064	1617	Garage Attendant, Starter/Placer 1				

APPENDIX A

SALARY SCHEDULES

PSA #	Job Class	Job Title	From	April 1 2002	April 1 2003	April 1 2004
		EQUIPMENT DIVISION				
		LEVEL 9	20.110	20.713	21.334	21.974
304059	1612	Garage Attendant, Tires & Misc. Units				
		LEVEL 10	19.860	20.456	21 070	21 702
304067	1620	Garage Attendant, Starter/Placer 2 *				
		*Garage Attendant, Bus Starter/Placer Class 1 are those working on the St-Laurent 23 30 - 08 00 and 07 30 - 16 30 shifts and the Merivale 05:00 - 13 30 shift All others are Class 2				
		LEVEL 11	19.600	20.188	20.794	21.418
304102	2105	Storekeeper2				
303061	1614	Garage Attendant, Steam Cleaner				
304069	1621	Garage Attendant, Tow Truck & Misc. Duties				
304074	1628	Garage Attendant, Bench Work & Misc.				
304079	1634	Garage Attendant, Misc. Rel Units				
304133	2221	B.S.A., Carpenteh Assistant				
304119	2206	B.S.A., Sign Fabrication				
		LEVEL 12	19.520	20.106	20.709	21.330
304054	1606	Garage Attendant, Fueller				
304057	1607	Garage Attendant, Tow Truck Evenings				
304113	2201	Building Maintenance Painter				

APPENDIX A

SALARY SCHEDULES

PSA #	Job Class	Job Title	From	April 1 2002	April 1 2003	April 1 2004
EQUIPMENT DIVISION						
LEVEL 13			18.890	19.457	20.041	20.642
304103	2106	Storekeeper 3				
304120	2207	B.S.A., Class 1 Bus Stops ***				
304121	2210	B.S.A., Bus Stop & Building Repair				
		*** When these positions are vacated by the incumbents, they will be reclassified to Job Class 2210, B.S.A., Bus Stop and Building Repair				
LEVEL 14			18.580	19.137	19.711	20.302
304049	1605	Garage Attendant				
304066	1619	Garage Attendant, Miscellaneous Relief				
304118	2204	Building Service Attendant				
304109	2108	Messenger Helper Stores				
OTHER			12.210	12.576	12.953	13.342
2301		Temp. Labourer (6 mos. and not performing bargaining unit work)				
2302		Temp. Labourer and student (bargaining unit work)				

NOTE: (1) Effective February 12, 2003, premium of 50 cents per hour will be paid to an Equipment Division employee for the authorized hours he/she is assigned to train another employee 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 Division and issued by the Superintendent of Equipment Personnel.

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

1st 3 months - less 15%

2nd 3 months - less 10%

Remainder of probationary period - less 5%

APPENDIX A
SALARY SCHEDULES

PSA #	Job Class	Job Title	From	April 1 2002	April 1 2003	April 1 2004
		EQUIPMENT DIVISION				
		#				
APPRENTICES						
304040	1501	Apprentice Mechanicin Period 1	18.580	19.137	19.711	20.302
304040	1502	Apprentice Mechanicin Period2	18.580	19.137	19.711	20.302
304040	1503	Apprentice Mechanicin Period3	18.580	19.137	19.711	20.302
304040	1504	Apprentice Mechanicin Period4	20.900	21.527	22.173	22.838
304040	1505	Apprentice Mechanicin Period5	20.900	21.527	22.173	22.838
304045	1506	Apprentice Body Repairer in Period 1	18.580	19.137	19.711	20.302
304045	1507	Apprentice Body Repairer in Period2	18.580	19.137	19.711	20.302
304045	1508	Apprentice Body Repairer in Period3	20.900	21.527	22.173	22.838
304045	1509	Apprentice Body Repairer in Period 4	20.900	21.527	22.173	22.838

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 Wage Continuance Payments;
- (c) who are in their first seventeen (17) weeks of WSIB and are deemed employable;
- (d) who are on authorized vacation;
- (e) who are on temporary unpaid authorized absence up to twenty (20) working days or equivalent to two (2) full pay periods;
- (f) who are on authorized Maternity and/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 City 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.

CITY 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 City.

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 City.

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 City of Ottawa.

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 City retirement plan;
- (b) who have reached age 65;
- (c) who have resigned or been terminated;
- (d) who have been on the Inactive Roll for medical reasons and have been terminated;
- (e) 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 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 twenty (20) working days;
- (b) who are receiving Long Term Disability benefits or after having received seventeen (17) weeks of WSIB. (Employees in this category will remain on the Inactive Roll for a maximum period of two (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, but shall not include other premium payments.

LAY-OFF shall mean the cessation of employment due to lack of available 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 twenty (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 eight (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 (Transit Operations) shall mean the rate of pay to employees for all platform time worked in excess of the normal established working hours.

OVERTIME (Non Transit Operations) shall mean the rate of pay to employees for all time worked in excess of the normal established working hours.

OVERTIME WORK (Transit Operations) shall mean platform work performed during periods that are in excess of the normal working hours.

OVERTIME WORK (Non Transit Operations) shall mean work performed during periods that are in excess of the normal working hours.

PENSION PLAN shall mean the "Ottawa-Carleton Regional Transit City 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 (5) 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 (5) 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 City 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 nine (9) continuous months worked (or as extended as per section (3)1.2) which commences after the employee has passed the preliminary examination.

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

RECALL shall mean the calling back to active work within a maximum period of twelve (12) months for 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 (5) minutes before the relief time indicated on the run guide. For dispatch purposes, work that is known to be open will continue to be assigned or booked by the spares five (5) minutes in advance of the Report Time to ensure that this open work goes out on schedule.

SENIORITY

i) City Seniority

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

- a) order of staff reductions, if necessary;
- b) number of weeks of annual leave 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 City 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 City as a disciplinary measure. Employees on suspension shall remain on the Active Roll for a maximum period of seven (7) calendar days.

TEMPORARY ABSENCE shall mean an unpaid authorized absence not exceeding twenty (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 City. 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 City.

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 City agrees to submit to the Union headways, paddles and the most current information relating to the Work Shift Boards and schedules for the General Booking one (1) 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 (1) week prior to the General Booking.
- 1.4 All Bookings shall be the responsibility of a booking official appointed by the City. The Union shall designate one (1) of its representatives to attend. The City will pay to the Union representative an agreed-upon number of hours.
- 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 City Officer in charge of the Booking, the following procedures shall apply:
 - 1.5.1 The Union and City Officers in attendance will attempt to resolve the problem between themselves.

- 1.5.2 If the Officers cannot reach an agreement, then the City Officer in charge of the Booking will contact one (1) 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 Support Services
 - c) Manager, Transportation Operations
- 1.5.3 If the City Officers cannot resolve the problem, the responsible City 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 re-booking 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 one (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 regular pay and pre-booked overtime, shall be made up by the City.
- 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 City 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 work shifts, 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 re-booking 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 City reserves the right to cover work that it feels cannot be reasonably covered by the Spare Board such as hockey extras, sightseeing charters or special events. When "Special Services" are required for sporting events, concerts or functions requiring major transportation services, Management and the Union will develop procedures which will effectively utilize resources and provide maximum options for service coverage and methods of payment.
- 1.17 The current practice of allowing operators at least one Sunday off every two (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 six (6) hours in total shall be permitted to select full runs with a platform time of seven (7) hours, thirty-six (36) minutes or more from the Saturday and Sunday Boards in order to obtain the minimum requirement of two (2) 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.

- 1.20 Operators who return to work and did not book because of a lengthy absence will have the choice of selecting AM/PM slots, depending on service requirements.

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 Dispatcher 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 Dispatcher 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 Dispatcher to remain. Operators whom the Dispatcher 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.
- 2.6 Operators who book on overtime work and subsequently book off are not eligible to work other overtime work for that day.
- 2.7 Operators who exceed 120 platform hours within a bi-weekly pay period may not bid on further overtime unless no other qualified operators are available.

Article 3 - Postings

- 3.1 When runs or Early Morning Spare positions become vacant for more than two (2) weeks, they shall be posted for not less than three (3) 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 (2) week assignment are permitted to book on posted day work.
- 3.7 Prior to assigning new operators to the Spare Board, a posting offering day spare positions will be conducted if there are three (3) weeks or more remaining in the booking. Those spares who could not book day spare across the board will be eligible to bid on such work. When such a posting has been completed the new operators may be assigned to any spare positions not filled.
- 3.8 In the event of having to re-post 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. Floating Spares may be re-assigned one (1) time only to a new spare slot for the balance of the work week. Spares will be paid 1/2 hour for those days involved in the re-assignment. Floating Spares will select from the new spare slots by seniority.

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 City 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 (1) or two (2) 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 (eight (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 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 Dispatcher. 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 Dispatcher 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 Dispatcher, 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 City will compensate the operator \$10.00 when this duty is performed.

Article 7 – Operators Booked on Acting Positions

- 7.1 Employees acting in an alternate position on a full time basis are excluded from booking for their substantive position and will not return to that position for the duration of the booking period.
- 7.2 Employees in 7.1 above may not exercise their seniority for overtime purposes until all regular booked employees have exercised their seniority rights.
- 7.3 Operators booked on other work on a regular basis, such as Acting Dispatchers, Acting Transit Supervisors, etc., shall book as General Spares at the General Booking. (Note: Acting Dispatchers would only be required to book General Spare for the Summer Booking.) The City shall advise the Union of those operators so affected when submitting the General Booking information.
- 7.4 Employees in 7.3 above booked for a full weeks work may retain their extra day of work but cannot exercise their overtime rights until all other booked resources have been exhausted.

Article 8 – Work Buses

- 8.1 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

Note: For specifics refer to Operators Spare Board Rules and Procedures.

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 and extra work for each Saturday shall normally take place at St. Laurent Depot at 08:00 hours on Exhibition Saturdays. 09:30 Spares shall report at 08:00 hours on these days. Regular Spares will be permitted to book on any eight (8) 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 City.

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 Two (2) weeks of annual vacation may be split up into odd days.
- 11.2 Operators who wish to split vacation in the coming year must indicate this at the Fall Booking.
- 11.3 The total chosen split vacation weeks for the coming year will determine the reduction of planned vacation weeks requiring holiday spares.
- 11.4 Additional General Spare positions will be created as required. Dispatchers may transfer Spares between garages on a daily basis for work known in advance in accordance with the current practice.
- 11.5 Operators may select from a predetermined single day vacation board at the Winter General Booking for the coming calendar year. No single day vacations are available during Christmas and New Year's week(s) or on any Statutory Holiday.
- 11.6 A maximum of five (5) single vacation days may 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 Operators who could not book Summer vacation are eligible to select up to a maximum of three (3) single day vacations during the summer.

Article 12 – Operator Shift Exchange

- 12.1 Operators may be eligible to participate in two (2) way work exchanges up to seven (7) times per Booking. Operators may also be eligible for one (1) way work exchanges up to a maximum of twenty-eight (28) during the year. Effective February 12, 2003, operators participating in one (1) way work exchanges shall be limited to work up to a maximum of five (5) full shifts per bi-weekly pay period.
- 12.2 The specific rules and procedures, as co-operatively agreed, are set out in the posted shift exchange guidelines.

- 12.3 Operators interested in having their weekend shifts covered by an exchange operator, will submit their request to the Booking Office giving the appropriate date and work. A Special Exchange Board for the entire booking period will be created and managed by the Booking staff. Those operators requesting their work be covered will contact the Booking Office on the Thursday prior to the requested date to confirm whether or not an exchange operator has accepted the work.

Article 13 – Pay Allowances

Note: For specifics refer to Operators Spare Board and Procedures.

Article 14 – Acting Booking Clerk

- 14.1 The City agrees that the position of Acting Booking Clerk shall be made available to qualified operators as long as they remain on the Active Roll.
- 14.2 The rules and procedures governing the working conditions are set out in the Booking Clerk Guidelines.

APPENDIX D

BOOKING RULES – NON-OPERATING SECTION EMPLOYEES (DISPATCHERS),

Article 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 2 – General Bookings

The work shift 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 Program Manager, Operations Support Services or designate. The General Booking shall contain the DAILY, SATURDAY, SUNDAY, STATUTORY HOLIDAYS, AND ANNUAL VACATIONS work shifts. All shifts listed shall be selected in order of seniority and the City 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 Rooking, must remain booked on such work until the next change of the board.

Article 3 – Booking Representatives

All bookings shall be the responsibility of a booking official appointed by the City, 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 City and Union representatives, having due regard for seniority.

Article 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 (1) week of notification of the shift vacancy or addition.

Article 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 commences the shift on time and remain until a replacement is obtained. Should an emergency arise during the night or on a Saturday, Sunday or Holiday, the employee must call the Dispatcher on duty at St. Laurent Depot.

Article 6 – Distribution of Overtime Work

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

Article 7 – Exchange of Days Off

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

Article 8 – Central Canada Exhibition

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

Article 9 – Statutory Holiday Bookings

- (a) The City 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 Dispatchers who book shifts at the Dispatchers' 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 Dispatchers booked for the week who did not have an opportunity to book at the Dispatchers' General Booking.

Article 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 four (4) employees at any one time shall be permitted to take vacations during the Summer Booking only.
- (c) A minimum of four (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 City one (1) week in advance.
- (e) With the permission of the City, one (1) 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 11 – Acting Dispatchers

- 11.1 (a) Acting Dispatchers 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 Dispatcher, the employee is not entitled to work his or her regular booked work as an operator on his or her day off.
 - (b) Acting Dispatchers shall book their annual vacations through the Senior Booking Officer and not among the regular Dispatchers or operating personnel.
 - (c) Acting Dispatchers must cover work shifts as they become available due to sickness, etc. Acting Dispatchers may turn down work provided there is an Acting Dispatcher available to take the work. If there is none available, the last Acting Dispatcher must take the work.
 - (d) Acting Dispatchers will not lose any pay if forced into an overlap of shifts, which reduces his or her scheduled work time.
 - (e) Acting Dispatchers 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.
 - (f) Effective February 12, 2003, acting Dispatchers will be paid for the dispatching shifts which they select and not compensated based on their operator work shift.
- 11.2 Effective February 12, 2003, acting Dispatchers are to be able to turn down full-time positions as follows:
- (a) An Acting Dispatcher has the option of accepting or turning down a full-time Dispatcher position provided there is a qualified Acting Dispatcher available. A qualified Acting Dispatcher is one who has fulfilled the 2080 hours of work requirement in order to receive the top rate of pay.

- (b) If the Acting Dispatcher turns down a full-time Dispatcher position, then he/she would lose seniority to the individual who accepts the full-time position. The turning down of a full-time position can continue as long as there continues to be a qualified Acting Dispatcher willing to accept the position.

Article 12 – Acting Booking Clerks

- (a) The City agrees that the position of Acting Booking Clerk shall be made available to qualified Operators as long as they remain on the Active Roll.
- (b) The rules and procedures governing the working conditions are set out in the Booking Clerk Guidelines.

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 employees 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 employees in stores who control and supply material for all the above.

2. Bookings

Bookings are prepared by the City 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 classification.

(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 (2) weeks prior to a booking and the City undertakes to submit the establishments and shifts to the Union at least one (1) week prior to posting.
- (g) The booking shall be conducted by officials appointed by the City and the Union shall designate its officials to attend. The City agrees to pay the cost of the wages for one Union official to attend General Bookings at each booking site with a minimum of four (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 bind the City 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 City shall determine the employee's proficiency based on his or her job performance. In some instances, the City 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 City shall advise the Union. Employees on LTD or WSIB 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 City 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 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 (2) weeks.

(b) **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 two (2) 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, Relief Supervisors receive priority for relief work assignments. Planned relief periods will remain as in current practice, i.e. by seniority in the Relief 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 (4) 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) Relief Supervisors are eligible for relief at any location or work shift 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 Section:
- Relief Supervisor.
 - 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
- Working Supervisor from shift and work group (Major Repair).
 - Relief Supervisor (from any St. Laurent work group) with priority to Supervisor booked in group.
 - Senior Mechanic from shift (Major Repairs).
- 3) St. Laurent Running
- Relief 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)
- Relief Supervisor.
 - Senior Mechanic or Body Repairer from shift and work group.

- 6) Merivale
 - Relief Supervisor (with priority to supervisor from shift).
 - Working Supervisor from shift.
 - Senior Mechanic or Body Repairer from shift.

- 7) Pinecrest
 - Relief Supervisor (with priority to supervisor from shift).
 - Working Supervisor from shift.
 - Senior Mechanic or Body Repairer from shift.

8. **Booking of Staff from Christmas and New Year**

The City shall endeavor to have as many employees off as circumstances permit, but to maintain City 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 City.

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 City requirements and facilities.
- (b) Effective February 12, 2003, the City agrees to reimburse employees for the classroom fees, to a maximum of four hundred (\$400.00) dollars per period of instruction, when the employee has been approved by the City to participate, and successfully completes, the Ontario Government's classroom training portion of the Apprenticeship program.
- (c) Apprentices presently employed by the City and future apprentices shall be granted seniority in the trade provided they become certified within one (1) year following completion of their apprenticeship. Otherwise their seniority shall date from the date they become certified.
- (d) Apprentices shall be trained according to the prescribed apprenticeship training program as approved by Management and the Union.
- (e) Apprentices shall not be entitled to book at any of the General Booking.

11. Transfer of Garage Staff

- (a) 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 City 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 a 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 City one (1) week in advance.
- (b) The City shall determine by work requirements how many employees in the different classifications can be absent on vacation at any one (1) time.
- (c) On those shifts where not more than two (2) 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 City shall permit an employee to bank up to five (5) 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 City.

- (f) Five (5) 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 forty-eight (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 the 1st 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 WSIB, 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 five (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 City 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 City 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 (1) 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 (2) 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 cleaning 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 (1) hour of overtime to endeavor 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 (1) hour at overtime rates. A licensed employee may be requested to work up to two (2) hours to endeavor to complete a job. The licensed employee will be guaranteed a minimum of one (1) hour at overtime rates and an additional hour at overtime rates for time worked beyond one (1) hour.
- 2) The administrative procedures noted below may be reviewed periodically when deemed necessary by both the City 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 (2) 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) Work shifts 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 thirty (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)*
 - The incumbent in Area 5 has priority of overtime in Areas 1, 2, 3 & 4 following the incumbents of each area
 - 6) Floor and Bench
 - 7) Brakes Units
 - Brake Lathe and Unit Repair
 - Brake Units and Miscellaneous
 - Miscellaneous Relief - Brakes and Misc. Components
 - 8) Miscellaneous Bench and Air Units
 - Miscellaneous Air and Electrical Units
 - Bench work and Miscellaneous Units
 - Miscellaneous Relief - Miscellaneous Bench Work
 - Miscellaneous Relief - Miscellaneous Unit Reconditioning
- 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

Garage	Approximate Training Period
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

Garage	Approximate Training Period
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, 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	Approximate Training Period
Stores Working Supervisor (Storekeeper)	6 weeks
Shipper Receiver (Storekeeper)	1 week

Plant	Approximate Training Period
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 the 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. Shift Exchanges

Equipment Division employees may be eligible to participate in two-way work exchanges up to six times per calendar year. Employees may also be eligible for one-way work exchanges up to a maximum of twelve during the calendar year. The specific rules and procedures are set out in the posted shift substitution guidelines.

APPENDIX F

EMPLOYMENT FOR DISABLED EMPLOYEES

The parties agree to uphold the principles set out in the Employment Equity and Human Rights Legislation with regard to the employment and re-employment of disabled employees.

The City and the Union agree to jointly develop workplace accommodation policies to coincide with such legislation.

Failure to agree on policy content or treatment of individual employees under the policy will be eligible for review under the normal grievance process contained in the Collective Agreement.

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 (5) 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 (5) 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 a complete diagnosis must be submitted to the Occupational Health Unit for each claim of four (4) or more consecutive working days or when requested by the Health Unit.
3. 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.
4. 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.
5. Where the period of absence is for four (4) or more consecutive working days, the employee must obtain medical authorization from the Health Unit prior to returning to work.
6. 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 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 12 day of February, 2003.

BETWEEN:

THE CITY OF OTTAWA (herein called the "City")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

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

AND WHEREAS the City 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 City;

AND WHEREAS the City 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 City 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 City in its function of administering the Wage Continuation 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 seventeen (17) weeks of a continuous disability.
- 1.04 "Collective Agreement" as used herein shall mean the Collective Agreement between the City and the Union ratified by the City on February 12, 2003 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 Continuation 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 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 City 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 Continuation 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 WSIB Act or similar legislation.

ARTICLE 2 – CREATION AND PURPOSE OF PLAN

- 2.01 There is hereby established a Wage Continuation 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.

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 City 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 City in preventing false, fraudulent and excessive claims for Wage Continuance.

3.04 Payment of Wage Continuance

The amount 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 (seventeen (17) weeks). If a Member returns to work following a disability and remains actively at work for one (1) complete work shift, such Member will requalify for the full Benefit Period (seventeen (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 thirty (30) consecutive calendar days, the Member will requalify for the full Benefit Period (seventeen (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 returns to work, 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.

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 Wage Continuance Benefits for the remainder of that day.

3.08 Long Term Disability Insurance Benefits

A Member who remains totally disabled after the expiry of seventeen (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 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 practice 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 date of the Member;
- (f) for any period for which the Member is in receipt of Employment Insurance Parental 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 City 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/her.

3.13 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.

** See Letter of Understanding #2.

LETTER OF UNDERSTANDING #1

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: PENSION PLAN

The parties agree that upon ratification of the collective agreement, the following amendments will be made to the OC Transpo Pension Plan; this will conclude the intent of the Letter of Understanding signed by the parties on June 29th, 1999.

1. All past service responsibilities including responsibilities for our current pensioners, surviving spouses, and deferred pensioners will be transferred to OMERS provided the Pension Regulating Authorities allow.
2. In transferring the past service, it is agreed and recognized that there will be no reduction of any pension benefits and rights accrued by any of the members of the Pension Plan including the retirees.
3. Upon transfer of the Past Service to OMERS, the parties agree that some of the resultant surplus, if any, will be applied to the following pension plan improvement:
 - a) All pension accruals earned prior to 1981 will be upgraded to current service.
4. Upon completion of the transfer of the past service responsibilities to OMERS, the parties agree that any remaining surplus will be shared by OC Transpo and the members of the Plan on a 50/50 basis. It is further agreed that \$250,000.00 of the Employer's share of the surplus will be transferred to the OC Transpo Employment Benefit Trust.
5. The remaining "employee" share of any surplus shall be distributed to the active members of the OC Transpo Pension Plan as of December 31, 1998. A sub-committee of the Corporate Pension Committee will address the issue of fair distribution and will be assisted by the Plan Actuary in consultation with the appropriate Pension Regulating Authorities.

Dated in Ottawa, Ontario this 19th day of April 2002.

"original signed by Andre Cornellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: WAGE CONTINUANCE PLAN

The parties agree that, effective the first day of the month following ratification and for the length of this Collective Agreement the following changes to the Wage Continuance Plan will be put into effect:

1. The requirement to provide medical certification is suspended for the length of this Collective Agreement as follows;
 - a) for any employee missing more than six (6) days in a year for all further medical absences,
 - b) for any employee exceeding the six (6) day threshold for two (2) consecutive calendar years for all medical absences during the next two (2) calendar years.
2. Employees whose medical absence is for four (4) or more consecutive working days, must provide medical certification justifying the absence and obtain medical authorization from the Health Unit prior to returning work.
3. The City and the Union agree that the Health Unit will continue to adjudicate "Wage Continuance" claims as per current practice. This includes but is not limited to:
 - validating claims,
 - Investigating fraud,
 - Ensuring proper medical treatment is sought and available.

The ability of the Health Unit to reasonably request medical certification, necessary for proper adjudication, still exists and is in no way altered by the above.

4. It is further agreed that any "Wage Continuance" claim which is denied may be referred to the Joint Benefits Review Committee for consideration and thereafter if appropriate, to the grievance procedure.

5. It is expressly understood that the purpose of these changes is to benefit employees by removing the need to provide medical certification in most cases. It is intended to do so without increasing costs or impacting on the operation of the City.
6. If these changes result in increased use, abuse, and/or expenditures, they will not be continued past the duration of the current contract.
7. It is further agreed that for the duration of this contract that any refund generated as a result of attendance savings shall be distributed, in a declining value formula, to those employees with zero (0) to six (6) days due to illness.
8. It is further agreed that the word "Sick" will be removed from Article 3.10(f) and replaced with the word "Parental" so that the Wage Continuance Plan is in compliance with the Regulations of the Employment Insurance Commission for premium reduction purposes.

Dated in Ottawa, Ontario this 12th day of February 2003.

"original signed by Andre Cornellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: NEW APPROACH TO DISCIPLINE

The parties agree to jointly review the current approach to managing the disciplinary process at the City. Currently, the Employer uses the progressive disciplinary approach. In an effort to improve employee relations, the parties agree to review alternate approaches to discipline, including an approach referred to as Positive Discipline.

The parties agree to review these alternate approaches with the goal of implementing a pilot project on or before **June 2003**.

Dated in Ottawa, Ontario this 2nd day of May 2002.

"original signed by Andre Cornillier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #4

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: PEER SUPPORT NETWORK

The parties agree to continue with the Peer Support Program, for the life of this agreement, involving a peer support network within the City's workplace.

The purpose of the peer support network will be to ensure that employees have trained peers available to them to discuss issues of concern at the workplace.

The parties agree that the jointly developed training program will see a further fifteen (15) ATU Local 279 employees trained to provide this support. The training program will include, but will not be limited to, modules on conflict resolution, EAP counseling, anti-harassment and discrimination training.

Employees will be selected for this process jointly by Union and management representatives.

It is agreed by the parties that the terms of this project will not form part of the collective agreement

Dated in Ottawa, Ontario this 19th day of April 2002.

"original signed by Andre Cornillier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: COMPUTERIZED GENERAL BOOKING

The parties agree that a computerized booking system for the General Booking could be advantageous and may enable the following:

- a) increase the number of bookings,
- b) allow employees to book "on line",
- c) allow pre-booking through programming defaults,
- d) reduce the time spent in the booking process,
- e) allow for faster correction of "trouble" runs,
- f) internet access would allow staff to run schedules, configurations, pay times, etc.

It is further acknowledged that there is a large financial cost for the implementation of such a system, both in equipment and employee training. Accordingly, the parties agree that such a computerized format will be adopted only when the following criteria are met:

1. receipt of Capital funds for such a project.
2. receipt of input from Operating and Equipment staff regarding their specific needs.
3. implementation and system design shall be a co-operative process.

The Union and the City both agree that nothing in this letter changes or alters employees' ability to book work by the rules contained in the collective agreement. This letter refers only to the method of booking, manual versus computerized and not what is booked by seniority or how the work is configured.

Dated in Ottawa, Ontario this 19th of April 2002.

"original signed by Andre Cornellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #6

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: MAXIMIZING STRAIGHT RUNS

The parties agree that specific initiatives will be implemented to maximize the number of straight runs in normal service and to improve the overall quality of work life for Bus Operators. These mutually agreed upon initiatives impact on the following areas:

Straight runs:

1. Runs 7:00 hours platform to 7:29 hour's platform will pay: 7:30 hours
2. Runs 7:30 hours platform to 7:59 hour's platform will pay: 8:00 hours
3. Effective April 20, 2003, straight runs up to eight hours and fifty-three minutes (8:53) platform will attract overtime on those hours in excess of eight (8) hours platform on a daily basis.
4. Effective April 20, 2003, those runs in excess of eight hours and fifty-three minutes (8:53) will not attract overtime on a daily basis and will be assigned five (5) days off in a pay period.
5. Effective April 20, 2003, the practice of paying overtime after 80 hours in a pay period on those hours which do not attract overtime will continue.
6. Effective April 20, 2003, days off will be determined by platform hours.
7. Spares must accept straight runs in their entirety and overtime rates will apply after 8:00 hours.

NOTE:- Any straight run can have weekends off if available. Once "both Saturdays" have been cut and are no longer available, platform hours will dictate the number of days off the operator is eligible to take.

Spare Board Coverage: (2 piece runs)

1. Spares cannot split 2 piece runs paying 8 hours finishing within their spread.

2. Spares may select 2 piece runs paying 8 hours at the **AM** booking which finish outside their spread and receive the spread variance.
3. **AM** spares that book a straight under 7:30 may choose to return to 9:30 booking when PM overtime is available.

Two (2) piece runs put together by operator:

1. 7:00 hours or more platform will pay 8:00 (if outside 12 hour spread).
2. 7:00 hours or more platform will pay 7:30 (if inside 12 hour spread).
3. 7:30 hours or more platform will pay 8:00 (if inside 12 hour spread).
4. 2 piece runs paying 8:00 hours would be entitled to 4 days off.
5. 2 piece runs paying 6:00 hours would be entitled to 2 days off.
6. 2 piece runs put together by the Operator will attract overtime on those hours in excess of eight (8) hours platform time on a daily basis.

Dated in Ottawa, Ontario this 12th day of February 2003.

"original signed by Andre Corneller"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #7

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: RELIEF RUNS ON STATUTORY / DESIGNATED HOLIDAYS

The parties agree that in order to reduce the number of operators required to work on a statutory/designated holiday, operators will be permitted to select a second shift provided it is a relief run and up until the cut is made.

Dated in Ottawa, Ontario this 19th day of April 2002.

'original signed by Andre Cornellier'

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #8

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: PILOT PROJECT – SATURDAY AND SUNDAY RELIEFS

The parties agree to implement initiatives which could result in fewer operators being required to work relief runs on weekends and which should provide an increase in the number of weekend days off. This will involve the following:

Saturday Night:

1. A minimum of fifty (50) relief runs will be offered each Saturday as special overtime.
2. Operators may select relief runs at overtime rates on their day off or in addition to their normal Saturday work.
3. Relief runs booked as overtime will not be considered as the extra shift.

Sunday Night:

1. Relief runs (excluding work buses) finishing after 23:30 will be offered as overtime at a special booking prior to the start of the General Booking.
2. Operators may select these relief runs on their day off or in addition to their normal work shifts.
3. Relief runs booked as overtime would not be considered as the extra day.
4. The capping of platform hours at eighty-four (84) which involve Sunday long shifts will be removed.
5. Operators who are not forced but choose to book a relief run finishing after 23:30 or later shall be paid overtime rates for hours worked.

Duration of the project:

1. Every six **(6)** months the parties shall meet to review the status of this program to ensure that it is meeting the agreed objectives.
2. Should both parties agree that the program objectives are not being met, the program will be discontinued.
3. Should the program be discontinued, both parties shall immediately meet to discuss alternatives that will meet the objectives of the initial program.
4. Both parties recognize that the pay premium associated with these shifts are unique to this program and not applicable to normal work shifts.
5. If it is agreed that the program is discontinued and that no suitable alternatives can be found, the pay premium will be eliminated for these shifts.

Dated in Ottawa, Ontario this 2nd day of May 2002.

"original signed by Andre Cormellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #9

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: EMPLOYEE INFORMATION SESSIONS

The parties agree that ATU Local 279's Assistant Business Agent or designate for the Equipment Division may visit the garages from time to time and meet with employees during their normal work hours for the purpose of providing general union information.

The Assistant Business Agent will provide to the Equipment Division Manager an agenda of issues to be discussed one (1) week prior to the scheduled meeting. The Manager will review the agenda to ensure that it adheres to City /Union business. The meetings will be scheduled to reduce interference with the normal work routine, that is, before a break or the end of the shift and will take twenty (20) minutes or less.

N.B. This agreement in no way diminishes rights currently entrenched by the Canada Labour Code.

Dated in Ottawa, Ontario this 2nd day of May 2002.

"original signed by Andre Cornellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #10

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: PILOT PROJECT FOR 10 HOUR SHIFTS IN EQUIPMENT DIVISION

The parties agree, without precedent or prejudice, to establish a pilot project in the Equipment Division, Vehicle Maintenance Department that organizes the work day for certain positions into ten-hour shifts. A week's work, forty (40) hours, would generally be performed in four (4) days of one (1) week, ten (10) hours per day. The work scheduled in the pilot project will be at no increased cost to the City.

The Assistant Business Agent will meet with the Program Manager, Transit Fleet Support Services and the Manager, Fleet Maintenance to establish the times of work, working conditions, and determine which jobs and in which areas the pilot project will take place. The intention is to establish a minimum of twenty-five (25) positions, which will work ten (10) hour shifts during the life of the collective agreement.

This project will be reviewed annually and may be suspended by either party with sixty (60) days notice.

Dated in Ottawa, Ontario this 1st day of May 2002.

"original signed by Andre Cormellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #11

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: SALARY ADVANCES AT THE COMMENCEMENT OF EMPLOYMENT

The parties hereby agree, that for the life of this agreement, to allow employees, who on commencement of employment were issued pay advances by the City, to pay back such monies, utilizing the following guidelines:

- a minimum biweekly payment of \$10.00;
- the option can be cancelled at any time, however, the amount repaid to date can never be re-issued as a pay advance;
- the amount of the deduction per pay may also be changed at any time but not below the minimum;
- the deduction is made no matter what an employee's earnings are for the pay.

The amount of monies paid utilizing this method will be deducted from the individual monies owing to the Employer and only the amount outstanding on the employee's date of termination/resignation/retirement will be deducted from their final pay.

Dated in Ottawa, Ontario this 19th of April 2002.

"original signed by Andre Cornellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

LETTER OF UNDERSTANDING #12

BETWEEN
CITY OF OTTAWA

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: LIGHT RAIL PILOT PROJECT

The Light Rail Operating and Booking Procedures will remain in force for the life of the pilot project as approved by the Council of the City of Ottawa. In addition to these Operating and Booking Procedures, the following will apply:

- In addition to the uniform points provided under Section (9)2.1, each Light Rail Operator will receive a safety boot (CSA approved) allowance of one hundred and fifty dollars (\$150.00) per year.
- Shift lockers will be provided at Walkley Yards and Greenboro Station.
- The City will evaluate the Light Rail Operator job using an independent job evaluation consultant.
- A premium of fifty cents (\$0.50) per hour (effective date of ratification) will be paid to a Light Rail Operator for the authorized hours he/she is assigned to train another employee about his/her duties and skills. The training periods, during which the premium is paid, will be based on times and requirements developed by Transit Services.

Within six (6) months prior to the conclusion of the Light Rail pilot project, the parties will meet and consult on the continuation of Light Rail Service and on any applicable terms and conditions of employment.

This Letter of Understanding shall expire at the conclusion of the pilot project.

Dated in Ottawa, Ontario this 12th day of February 2003.

"original signed by Andre Cornellier"

For the Union

"original signed by Shirley Rogers"

For the Employer

BOOKING CLERK GUIDELINES

The parties agree that the rules and procedures which govern the working conditions of employees who are utilized in the position of Booking Clerk are as follows:

1. Booking Clerks will report to the booked garage. If transferred, they may take their own vehicle and receive an additional ½ hour pay plus all other guarantees. Otherwise the City will provide transportation.
2. When a change over occurs (etc. Thursday night to Friday day Booking) the Booking Clerk will have the option to work only the Booking and be paid a minimum of four (4) hours. **This** option is available only when **all** work can be covered. Other options are to have a 7:00 a.m. report with Booking or work Booking with p.m. for days pay.
3. **All** Booking Clerks who work a booking for overtime will receive a three (3) hour guarantee.
4. Booking Clerks who report in the a.m. will do so at 6:30 every day except on Fridays when they will report at 6:00.
5. In the event that there are two pieces of work remaining and there is one spare and one Booking Clerk on standby the following rules will apply:
 - i) the spare is required to take the longer piece if it is out first.
 - ii) the spare has the option to take either piece if the longer piece goes out after the short one.
6. **A** list of Booking Clerks according to their seniority position as a clerk will be posted.
7. The Licence desk will be filled by a management employee.
8. Booking Clerks who work the Day Booking will receive a meal allowance.
9. Booking Clerks will be responsible for the transporting of operators to and from runs.
10. Booking Clerks assigned to a board requiring a cut may be requested by the Supervisor of Bookings to assist in the count.
11. At the December Booking the split vacation board will be considered at separate work station.

12. Booking Clerks who receive special vacation which falls during the Booking period may not retain their regular assignments.

Any changes to these guidelines will be done in a "co-operative fashion".

125