

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF



AND

The Amalgamated Transit Union, Local 279



*Ratified by both Parties: April 11, 2012
Effective April 1, 2012 to March 31, 2016*

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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)2.1 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.

(1)2.2 The Employer agrees that, save and except any bona fide occupational requirements, there shall be no discrimination against any employee by reason of a ground protected by the *Canada Human Rights Act* including but not limited to: race, age, sex (including pregnancy or childbirth), religion, national or ethnic origin, colour, sexual orientation, family or marital status, disability or convictions for which a pardon has been issued.

The Employer agrees to create a work environment governed by respect and regard for the rights and dignity of all, where employees can work free from harassment. In doing so, the Employer will apply the provisions of the City's *Workplace Harassment* policy and abide by the *Canada Human Rights Act* provisions.

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 in Transit Operations, Transit Fleet Maintenance, and Transit Capital Projects & Facilities Management Branches except managerial and clerical staff, superintendents, supervisors, uniformed bus service supervisors, salaried instructors, security personnel and newly hired employees on initial training.

The Parties acknowledge that the recent changes in the organizational chart of the Transit Services Department were not intended in any way to alter or diminish the rights of employees subject to this collective agreement.

As such, the parties agree that for the purposes of any and all seniority related articles contained within this collective agreement, the Materials Management Unit of OC Transpo shall be regarded as having the status of a Branch.

- (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 Bargaining Unit's 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 eighteen (18) months 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 will provide a job description manual to the Union and any amendments, additions or deletions as they occur.
- (2)1.8 The duties of Fare Inspectors will not be limited to "Proof of Payment" (POP) buses. Fare Inspectors may be assigned, as required, to other Transit vehicles.

It is agreed as a matter of clarification, that all aspects of fare collection and validation including the light rail component of the transit system constitutes work of the Bargaining Unit and shall be performed by Bargaining Unit Members.

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.

- *2.2.1 a) The Employer may install cameras on its property and in vehicles for security proposes.
- b) The parties agree to discuss the issue of the use of video cameras at the Joint Union/Management Committee.

SECTION (2)3 – RENEWAL AND TERMINATION

- * (2)3 This Agreement, except as otherwise provided, shall be in effect from the 1st day of April, 2012 to the 31st day of March, 2016 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 contract year commencing not earlier than the 1st day of April 2016, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1st day of February 2016 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 (a) Notwithstanding the above, the City agrees that with respect to all work other than that addressed in Section (2)5.3 below, 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.
- (b) The City undertakes to inform the Union of contracts coming up for renewal at least six (6) months in advance of their expiry. Where work has been contracted out in accordance with (2)5.2 (a) and it becomes apparent that

the need for such contracting out is of a long-term duration, the Union may request a review prior to the expiry date of the contract(s) to determine if the work could be brought in house. The decision to bring work in-house will be based on efficiency, cost and availability of resources as established in (2)5.2 (a) and will be at the City's sole discretion.

The Union undertakes that all information disclosed with regards to contracts will be held in the strictest of confidence.

(2)5.3 Contracting Out of Light Rail Maintenance

Notwithstanding any other provision herein, the City shall be permitted to contract out the design, build and all maintenance associated with the operation of Light Rail Transit systems subject to the restrictions set out below.

(2)5.4 Light Rail Transit Vehicle Maintenance

5.4.1 Should the City elect to issue an RFP in relation to all or any portion of the Light Rail Transit Vehicle maintenance work (as defined in Appendix B) for the Tunney's Pasture – Blair Station light rail line, it shall require the following:

- i) The successful contractor(s) will initially recognize the Amalgamated Transit Union as the bargaining agent for those employees engaged in the Light Rail Transit Vehicle maintenance work (as defined in Appendix B);
- ii) The successful contractor(s) will negotiate in an effort to fix the terms and conditions of employment for those employees engaged in the Light Rail Transit Vehicle maintenance work with the Amalgamated Transit Union;
- iii) All collective agreements applicable to the successful contractor(s) engaged in the Light Rail Transit Vehicle maintenance work will be resolved via final and binding interest arbitration.

The terms of this clause shall be appended to any RFP issued by the City.

It is understood by the parties that these provisions are not applicable to the Diesel powered O-Train service currently running from Bayview to Greenboro and subject to expansion, and only apply to the Electrified Light Rail Project being tendered in 2011 (i.e. the light rail line from Tunney's Pasture to Blair station and the maintenance facilities associated with this specific line).

- 5.4.2 Within sixty (60) days of being chosen, the successful contractor(s) for the Light Rail Transit Vehicle maintenance, the contractor(s) will make application to become an “Associated Municipal Employer” for the purposes of allowing members of the contractor’s bargaining unit to participate in the pension plan established pursuant to the *Ontario Municipal Employees Retirement System Act, R.S.O., c.209*

The City agrees to support any such application for Associated Municipal Employer status.

- 5.4.3 While recognizing the Employer’s rights under Section (2) 5.3 of the collective agreement, the parties agree to meet and discuss the option of implementing a contracting out arrangement similar to the one described in paragraph 5.4.1 should the Electrified Light Rail project defined above be expanded beyond the Tunney’s Pasture – Blair line.

CLAUSE 3 – EMPLOYMENT CONDITIONS

SECTION (3)1 - SENIORITY

- (3)1.1 Seniority shall be determined by the dates of employment as adjusted and appearing on the seniority list published from time to time.
- (3)1.2 After an employee has passed the preliminary examination he or she shall be considered as on probation for a period of 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 Unit or Branch and, if found satisfactory, seniority shall be established as of the date of hire.
- The probationary period is applicable to employees upon initial hire with the City only.
- (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 Branch or Unit, 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.

(3)2.1 Recall process

Any bargaining unit member who is subject to layoff, shall, where positions are available and for the duration of the recall period, be given the opportunity to revert to a vacant position within the bargaining unit. The employee must have the qualifications to do the job and must meet the selection criteria established by the Employer for the vacant position. The exercising of this right by the employee shall be based on seniority and proceed first within the employee's Section, next within the employee's Unit, next within the employee's Branch, next within the employee's Department, and finally within the bargaining unit. In the event no vacant positions are available at the same rate of pay, the employee shall be given the opportunity to revert to vacant positions at a lower rate of pay under the same conditions and in the same sequence as set out above. In both cases, standard training periods will be applicable.

(3)2.2 Rate of Pay on Recall

The employee's rate of pay upon appointment to the vacant position will be as per the established rate of pay for the position contained in Appendix "A" - Salary Schedules of the collective agreement.

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 Maternity Leave

- 3.3.1 Employees who are pregnant and who have been employed with the City for at least thirteen (13) continuous weeks prior to the expected date of birth are entitled to take a leave of absence without pay.
- 3.3.2 Maternity leave will be granted in accordance with the Pregnancy Leave provisions of the Canada Labour Code, except where amended by this provision.
- 3.3.3 The employee shall give written notification to the City at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also provide the City with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.
- 3.3.4 An employee wishing to alter the commencement date of the maternity leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- 3.3.5 An employee who is on Maternity leave, who has completed six (6) months' continuous service on the date in which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a maximum period of seventeen (17) weeks. The "top-up" benefit will be the difference between ninety-three (93) percent of the employee's normal weekly salary (based on eighty (80) hours biweekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall include the two (2) week Employment Insurance waiting period and shall commence upon receipt by the City of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits.

(3)3.4 **Parental Leave**

- 3.4.1 Employees who have been employed with the City for at least thirteen (13) continuous weeks and who are the parent of a child following the birth of the child, the adoption of the child or the coming of the child into the employee's custody, care and control for the first time, will be granted parental leave in accordance with the provisions of the Canada Labour Code, except where amended by this provision.

- 3.4.2 The employee shall give written notification to the City at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- 3.4.3 If the child comes into the employee's custody, care and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The employee shall then provide written notice to the City within two weeks after commencing such leave.
- 3.4.4 An employee wishing to alter the commencement date of the leave, must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- 3.4.5 The leave of absence may only be taken during the fifty-two week period beginning
- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
 - (b) in the case of an adoption, on the day the child comes into the actual care of the employee.
- 3.4.6 An employee who is on parental leave, who has completed six (6) months' continuous service on the date in which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit for a maximum period of ten (10) weeks. The "top-up" benefit will be the difference between ninety-three (93) percent of the employee's normal weekly salary (based on eighty (80) hours biweekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the City of the employee's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance parental benefits.

(3)3.5 Benefits and Pension Coverage During Maternity and/or Parental Leave

While on Maternity Leave and/or Parental Leave as provided under this section, an employee continues to accrue seniority, earn vacation credits and be entitled to continued coverage under all insured benefit plans. If the

employee does not wish to continue contributions to the O.M.E.R.S. Pension Plan during the leave, the employee may opt out of that plan, as per the terms and conditions of the plan. Employees who elect to opt out of the Pension Plan during their leave may, following their return to work from Maternity/Parental leave, opt to purchase the aforementioned period and the Employer will pay its portion of contributions for the period specified. The window of availability for the employee to purchase this defined period shall be governed by O.M.E.R.S.

(3)3.6 Accumulation of Seniority While on Maternity/Parental Leave

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, Employee Services, 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.

(3)4.4 Leave with Pay for Collective Bargaining

The Employer will grant a leave of absence with pay to a maximum of two (2) employees, appointed by the Executive Board to represent the Union in formal Collective Bargaining meetings with the Employer. It is understood that a day is equivalent to eight (8) hours at straight time at the employee's rate of pay as of the date of the meeting(s).

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 fourteen (14) calendar 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 fourteen (14) calendar days.

(3)5.2 Where a job vacancy occurs within the bargaining unit in any Branch 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. The Union shall be informed by the Employer 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 the most senior qualified employee in the Branch in which the vacancy occurs. If there is no senior qualified candidate, second priority, in the case of employees within Transit Fleet Maintenance and Transit Capital Projects & Facilities Management, shall be given first to the most senior qualified employee of those branches and then to the most senior qualified employees of Transit Services.

(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 Employees will not be permitted to transfer to other 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 Branch to another Branch, from one Unit to another Unit or who accepts a job outside the Bargaining Unit:

(3)6.1 Employees Transferring to a Job From One Branch to Another Branch

- 6.1.1 When an employee moves from one Branch to a job in another Branch 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 Branch 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 fulfil the request whenever there is a vacant post on the authorized establishment. When the employee returns to the former job classification, the employee's seniority status shall be that which he or she had in the job classification, 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 From One Unit to Another Unit

- 6.2.1 When an employee moves from one Unit to another Unit, 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 fulfil the request whenever there is a vacant post on the authorized establishment. When the employee returns to the former job classification, there shall not be any loss of seniority and it shall be that which the employee had when the employee transferred.
- 6.2.4 If the request to return to a former job classification is made after the employee has completed 120 calendar days in the new job, the City shall fulfil the request whenever there is a vacant post on the establishment. When the employee returns to the former job classification, the employee's seniority status shall be that which he or she had in the job classification at the date of the original transfer.

(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 Employees wishing to return to their former job classification after they have completed one hundred and twenty (120) days in a position outside of the Bargaining Unit, will be required to apply on a job posting and be the successful candidate for the competition. Previous seniority will not be recognized and seniority will start to accumulate anew upon the date of return to a job in the Bargaining Unit.

(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 transfers to a temporary job within or outside of 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, provided the employee continues to pay the equivalent of Union dues to the Union.

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. 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 eighteen (18) months during which the employee's record has been clear of similar 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 Relief Instructors will not conduct riding checks relating to discipline on Operators.

*(3)7.8 When the City reviews absenteeism records for disciplinary purposes it will not consider four (4) absences with permission in each calendar year as occurrences if the permissions were granted. Refer to the individual Branch 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 “Investigatory Leave” pending the outcome of the Employer’s investigation, the employee will be paid the rate of pay of the position in which the employee is working at the time of the “Investigatory Leave”.
- (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 – VEHICULAR COLLISION AND PASSENGER INCIDENT REPORTS

- (3)9 Employees shall be paid one hour at their current basic hourly rates of pay for preparing the “Vehicular Collision and Passenger Incident Report”, outside their scheduled working hours, if such reports are required by management. This report may be submitted to Risk Management through interoffice mail.

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 Branch. Employees are normally expected to arrange such appointments outside of their working hours.
- (3)10.2 Active employees shall be reimbursed, upon provision of satisfactory evidence of payment, an amount up to \$90.00 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.

(3)11.6 Training for Driver's Licence Above the Ontario "G" Level or Equivalent

The Employer will provide a reasonable amount of training to allow an employee to obtain the applicable driver's licence above the Ontario "G" level or equivalent where:

- a) The licence requirement of the employee's job changes; or,
- b) The employee is the top ranking candidate for a job competition requiring a license above the Ontario "G" level or equivalent and the employee currently does not hold such licence.

It is understood that the employee will be given a conditional offer of employment based on his or her ability to obtain the applicable driver's license within a reasonable period of time.

SECTION (3)12 – BEREAVEMENT LEAVE

- (3)12.1 An employee shall be granted paid bereavement leave as follows:
- 12.1.1 Upon the death of a spouse, common-law spouse, child, father, mother, sister, brother, a maximum of five (5) 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 Branch 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.

(3)13.7 Court Duty

An employee on authorized vacation leave who is required to testify on behalf of the Employer or is subpoenaed as a witness to give evidence on behalf of the Employer shall have his/her vacation leave entitlement restored for the periods of time required to attend court or any legal proceeding and will, in addition, for the hours so required to attend, receive one and one half (1½) times his/her regular salary.

SECTION (3)14 – LEGAL PROCEEDINGS

(3)14 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, 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, 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 licensing 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 eighteen months or less:

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 eighteen month 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.

SECTION (3)18 – ORGANIZATIONAL AND TECHNOLOGICAL CHANGE

(3)18.1 Redundant Positions – Notice to Union

When the Employer is proposing the introduction or implementation of technological or organizational change that may result in employees/positions being declared surplus/redundant, the Employer agrees to notify the Union of its intentions. Where possible such notice shall be at least three (3) months in advance.

(3)18.2 Notice to Employee

In the event that proposed changes result in the elimination of a permanent position(s), the employee whose substantive position has been identified for redundancy shall, where possible, receive written notice of up to three (3) months prior to the position being deleted from the Employer's establishment.

(3)18.3 Economic Adjustments and Priority Placement

During the notice period, the employee whose position is declared redundant shall:

- a) receive their current hourly rate of pay with any applicable negotiated economic adjustment occurring during aforementioned notice period;
- b) be considered for placement into a vacant equivalent or lower classified position for which the employee is suited by education, training and work experience subject to the employee meeting the job qualifications, and having the ability to do the work, with a four to six week familiarization period.

If an affected employee is not placed into a vacant position, the employee may exercise their right to displace the most junior employee of an equal or lesser classification, in their Unit, provided the displacing employee

possesses the requisite qualifications and has the demonstrated ability to perform the duties of the position into which they bump. If the redundant employee is unable to displace within their Unit they shall exercise their bumping rights within the Branch. The exercising of their bumping rights shall be in accordance with the process for bumping within their Unit.

If the employee elects not to bump they shall immediately move to clause (3)18.4 below.

(3)18.4 Severance Allowance

Where a redundant or displaced employee chooses not to exercise his/her rights under the clauses above, or has not found or been placed into a position by exercising their rights, the employee shall then be entitled to the severance allowance as outlined below and any other applicable entitlements outlined in this Collective Agreement.

a) One (1) Year but less than Three (3) Years

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

b) Three (3) Years but less than Five (5) Years

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

c) Five (5) Years but less than Ten (10) Years

If the employee has five years but less than ten years of continuous service with the Employer, a lump sum payment equal to four and one-half (4 ½) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

d) Ten (10) Years but less than Sixteen (16) Years

If the employee has ten years but less than sixteen years of continuous service with the Employer, a lump sum payment equal to seven (7) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

e) Sixteen (16) Years but less than Twenty (20) Years

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

f) Twenty (20) Years but less than Twenty-Five (25) Years

If the employee has twenty years but less than twenty-five years of continuous service with the Employer, a lump sum payment equal to fourteen (14) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

g) Twenty-Five (25) Years or more of service

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

***SECTION (3)19 – NEW HIRES**

- (3)19.01 New hires in either the Transit Fleet Maintenance Branch or the Transit Capital Projects & Facilities Management Branch shall receive orientation/training in his/her respective Garage/work location which shall be conducted by full-time personnel, in the same classification, who are willing to conduct the orientation/training.
- (3)19.02 During the orientation/training period, the Trainer shall receive a premium of fifty cents (\$.50) per hour.
- (3)19.03 Training/orientation is coordinated by the Booking Clerk who, every Thursday, contacts new employees and informs them which location to report to on the following Monday.
- (3)19.04 The training/orientation shall be for a minimum of two (2) weeks which may be further extended depending on the nature of the position.
- (3)19.05 Upon successful completion of orientation/training, a new hire becomes a "Spare" until the next Booking in accordance with Section (10)11.
- (3)19.06 Employees in either the Transit Fleet Maintenance Branch or the Transit Capital Projects & Facilities Management Branch will be scheduled and take part in Union Orientation before training commences on the floor,

unless the Union Representative is unable to provide the orientation, at which point the orientation would be rescheduled at a mutually agreeable date and time.

CLAUSE 4 – PAY AND HOURS OF WORK

SECTION (4)1 – HOURS OF WORK

- (4)1.1 The General Booking of Transit Operations Branch 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 the Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches 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 Transit Operations 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.

*(4)1.9 Work/Rest Rules

The parties agree that all employees covered by the *Commercial Vehicle Drivers Hours of Service Regulations* as amended by P.C. 2009-849, May 28, 2009, or as may be amended from time to time, cannot book work that contravenes these federally promulgated work/rest rules.

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**

(a) All Employees Except Operators

The rate of pay of probationary employees, with the exception of Operators, shall be as follows:

- During the first three (3) months of the probationary period, employees shall receive the basic hourly rate less fifteen percent (15%).
- During the second three (3) months of the probationary period, they will receive the basic hourly rate less ten percent (10%).
- During the remainder of the probationary period, employees shall receive the basic hourly rate less five percent (5%).

(b) Operators

Operators' rates of pay are not linked to the probationary period. Their rates are established as per the provisions of Clause 11 - Pay Progression – Operators.

(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 (1¼) of the employee's basic job classification rate.

(4)2.5 **Overtime**

2.5.1 Transit Operations

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

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

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

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 Each hour credited to the overtime bank will be credited at overtime rates.

- 2.6.4 a) Any banked hours from the above provisions may, at the discretion of the employee, be used in one of three ways:
- (i) A single block of five (5) days at eight (8) hours forty (40) hours as a single week of vacation in the year following the year in which it was earned. This vacation will be booked accordingly 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. The number of vacation weeks to be granted shall be at management's discretion.
 - (ii) Employees who have been absent on wage continuance for six (6) days or less in the previous calendar year may be allowed to transfer a second block of forty (40) hours to vacation as per the conditions established under (i) above.
 - (iii) Any leave remaining in the employee's bank at the end of the calendar year shall be paid out to the employee in a lump sum.
- 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 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.

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.

- (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 Transit Operations and for Fare Inspectors and after May 1st in Transit Fleet Maintenance, Transit Capital Projects & Facilities Management.

* (4)3.11 Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches will staff the minimal amount of employees reasonably required to ensure bus service on the statutory holiday to attend work. These employees shall be selected in accordance with seniority and should insufficient employees volunteer to work reverse seniority will be exercised to force in. The above shall be performed per garage and per shift. The voluntary sheet shall be posted at least six (6) weeks in advance and employees being forced into work will be notified one (1) month prior to the stat. Employees cannot be forced to work on their scheduled days off, except as provided for in (10)16 paragraph 8.

CLAUSE 5 - GRIEVANCES

SECTION (5)1 – GRIEVANCE PROCEDURE

(5)1.1 Complaint Stage

The City and the Union agree that it is in the best interest of both parties to have complaints and grievances adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the authorized supervisor, the employee and/or the 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 / Union shall submit to Labour Relations the grievance in writing on forms provided by the City. The employee may choose to have assistance of a Union official. The employee's Manager or delegate shall meet with the grievor and/or the Union representative within fourteen (14) calendar days from the day on which the grievance was received by Labour Relations. Within fourteen (14) calendar days of this meeting, a written response will be issued by the Employer. If the grievance is not resolved the Union may, at the end of this period and within fourteen (14) calendar days, refer the grievance to Step 2.

NOTE: In a case where the grievance deals with a termination, Step 1 of the process is waived and the grievances proceed directly to Step 2.

1.3.2 **Step 2**

The General Manager or delegate shall, within fourteen (14) calendar days of the date the grievance referral at Step 2 was received by Labour Relations, meet with the grievor and/or the Union representative. Within fourteen (14) calendar days of this meeting, the Employer will issue a written response. If the grievance is not resolved, the Union may, at the end of this period and within one (1) calendar month, file for arbitration.

(5)1.4 The timelines provided in this Section may be extended by mutual agreement of the Employer and the Union.

SECTION (5)2 – ARBITRATION

(5)2.1 Upon receipt by the General Manager of written notice from the President of the Union of the desire to arbitrate the grievance, the 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)1 - VACATION

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

SECTION (6)2 - ENTITLEMENTS

- (6)2.1 In the year of hire, an employee shall earn vacation entitlements as defined in Subsection (6)2.2 below.

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</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 less than 30 years	6
30 years and over	7

(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 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.

For greater clarity, it is understood that March Break will be scheduled during the same week as the Ottawa Carleton District School Board (English) March Break.

- (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 Transit Operations Branch, 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 Long Term Disability (LTD) claim continues beyond the 1st day of the fourth month, the claimant will cease to accrue vacation leave credits. An employee returning from LTD 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.

SECTION (6)3 – REINSTATEMENT OF VACATION LEAVE DUE TO DISABILITY

(6)3 Reinstatement of Vacation Leave Due to Disability

The Employer will consider reinstating vacation leave if an employee becomes seriously disabled while on vacation under the following conditions:

- (a) The employee must provide a medical certificate justifying the application for vacation reinstatement. No consideration will be given for any time before the date the employee actually received professional medical attention.
- (b) The period of disability is at least five (5) consecutive days and covers at least one complete booked week of vacation immediately following the date the employee first received professional medical

attention.

- (c) The disability must be of sufficient severity to significantly restrict alternate activities and impair any possible enjoyment of the vacation. The employee must provide Management with sufficient information to make this assessment.
- (d) The employee must notify the employing Unit at the commencement of the disability or in exceptional circumstances where this is not feasible, as soon as possible thereafter and apply for reinstatement of his or her vacation leave credits. No consideration will be given for any period of time prior to the application for reinstatement.
- (e) Reinstatement will be considered for full weeks of vacation as per the vacation selection process. No consideration will be given for partial weeks.

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.

SECTION (7)2 – REPORTS

(7)2 Monthly Reports

The City will provide the Union with the following monthly reports:

- a report showing membership addresses
- a report listing members who had their status change during the previous month (i.e. retirements, resignations, terminations and new hires).

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 **Optional Life Insurance** - employees and spouses 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 **Optional** 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 seven and a half (7 ½) 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 ninety percent (90%) for his or her remaining regular hours. 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.

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 G of this Agreement.

3.2.4 Application for Wage Continuance benefits must be made in accordance with the Rules of Procedure contained in Appendix F 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

3.4.1 Employees on Wage Continuance benefits or within the first two years of Long Term Disability, 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.

3.4.2 The City and the Union shall maintain a joint committee to set parameters and oversee the application of the Alternative Work Plan Program for Disabled Employees.

3.4.3 Where the temporary limitations are musculoskeletal, ergonomic interventions will be provided to all employees prior to commencing temporary modified work.

3.4.4 A document outlining the employee's temporary limitation and the available temporary modified work determined to be suitable by Employee Health and Wellness will be provided to the employee. A copy of this document will be given to the Union.

3.4.5 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.

(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.

* (8)3.12 **Benefits for Employees Working Past Age Sixty-Five (65)**

- a) Employees working beyond age sixty-five (65) will be entitled to the continuation of the following benefit coverage:
 - Extended health care without "Out of Country coverage" and "Drug coverage"
 - For an eligible spouse and dependents under age 65, extended health care without "Out of Country coverage" but including "Drug coverage"

- Dental insurance including coverage for an eligible spouse and dependents
 - \$25,000 of basic life insurance
 - Dependent Life for an eligible spouse and dependents
 - Optional life including coverage for an eligible spouse
 - Optional Critical Illness, including coverage for an eligible spouse and dependents
 - A maximum of seventeen (17) weeks of wage continuance annually. This entitlement will be subject to the provisions of the collective agreement.
- b) Coverage details for benefits provided in paragraph a) above will be as defined in the Benefits Plan Document.
- c) Cost sharing for the benefits plan will be in accordance with the formula contained in the collective agreement.
- d) Employees will no longer be covered for the following benefits from age sixty-five (65):
- Long Term Disability (LTD) benefits
 - Survivor Income benefits (Basic and Spouse and Orphan)
- e) The benefit coverage described in a) above will take effect the first of the month following the month the employee turns 65.
- f) All benefits will stop at the end of the month in which the employee attains age sixty-nine (69).

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 Transit Operations Branch, Transit Services Planning and Reporting Branch 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 – TRANSIT OPERATIONS BRANCH

SECTION (9)1 – OPERATING BY NON-OPERATING EMPLOYEES

- (9)1.1 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 Uniform Items and Point Value**

2.1.1 New Employees

Newly hired Operators and Dispatchers will receive a formal uniform consisting of:

- 6 blue shirts – short sleeves, long sleeves and golf shirt (short sleeved with collar) – combined to a maximum of 6
- 3 ties or 2 scarves
- 3 pants
- 1 blazer
- 1 3 in 1 coat
- 1 winter hat or turban
- 1 pair of reflective arm bands
- 1 short sleeve sweater
- 1 long sleeve sweater

2.1.2 **Point Value**

The Employer agrees to provide the Union with a document outlining the cost of each uniform item contained in Article (9)2.1 three (3) months prior to the expiry of the Collective Agreement.

The point values assigned to each item is set as follows for the duration of the Collective Agreement. The point allotment is set at sixty-three (63) points per employee per year, with one (1) point representing five (\$5.00) dollars.

Operators / Messenger:

<u>Item</u>	<u>Point Value</u>
Blazer (Men)	24 points each
Blazer (Women)	24 points each
Pants (Summer)	7 points per pair
Pants (Winter)	7 points per pair
Skirts	11 points each
Short Sleeve Blue Shirts	2 points each
Long Sleeve Blue Shirts	3 points each
Golf Shift (short sleeve with collar)	5 points each
Blouses Short Sleeve (Women)	2 points each
Blouses Long Sleeve (Women)	3 points each
Ties	2 points each
Scarves	4 points each
Shorts (Men)	7 points each
Shorts (Women)	8 points each
Long-Sleeve Sweater	5 points each
Sleeveless V-Neck Sweater	4 points each
3 in 1 Jacket	26 points each
Summer Coat	11 points each
Winter Hat	3 points each
Turban	7 points each
Toque	1 point each
Baseball Cap	2 point each
Socks	1 point each pair
Winter Gloves	5 points per pair
Fleece	16 points
Arm bands	1 point per pair
Flashlight	2 points each

Dispatchers:

<u>Item</u>	<u>Point Value</u>
Blazer (Men)	24 points each
Blazer (Women)	24 points each
Pants (Summer)	7 points per pair
Pants (Winter)	7 points per pair
Skirts	11 points each
Short Sleeve White Shirts	2 points each
Long Sleeve White Shirts	3 points each
Blouses Short Sleeve (Women)	2 points each
Blouses Long Sleeve (Women)	3 points each

Golf Shift (short sleeve with collar)	5 points each
Ties	2 points each
Scarves	4 points each
Shorts (Men)	7 points each
Shorts (Women)	8 points each
Long-Sleeve Sweater	5 points each
Sleeveless V-Neck Sweater	4 points each
3 in 1 Jacket	26 points each
Summer Coat	11 points each
Winter Hat	3 points each
Toque	1 point each
Baseball Cap	2 point each
Turban	7 points each
Socks	1 point each pair
Winter Gloves	5 points per pair
Fleece	16 points

From time to time, employees will be provided with a different golf shirt to be worn to promote major Transit initiatives.

2.1.3 Point Allocation:

Each employee, with the exception of new employees (see below) shall receive full allotment of sixty-three (63) points per year. Employees will be allowed a maximum of 126 points in their bank at any given time.

New employees hired prior to June 30th 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.

Items will be awarded in quantities deemed reasonable for the performance of an employee's duties.

Any Operator, Dispatcher or Messenger retiring between January 1st to June 30th, will be allocated fifty (50) percent of the point allocation. Any Operator, Dispatcher or Messenger retiring after July 1st will receive full point allotment.

Employees who move from one position to another will transfer their accumulated points with them into their new positions.

Employees who are in an acting position on a regular basis will receive an additional 30 points per calendar year over and above the 63 points to a maximum of 126 points at any one time.

Maternity Uniforms: Upon request, pregnant employees will be provided with three (3) pairs of maternity pants (or skirts) and three (3) blouses in addition to the regular clothing allotment. Should additional maternity clothing be required, the employee will be able to access points.

Employees absent due to leave of absence, long term disability (LTD) or Injury-on Duty covered by the Workplace Safety Insurance Board (WSIB) 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 completion of the standard form by the employee and review and approval from the employee's Program Manager.

2.1.4 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.

Employees must report to work in the current uniform style.

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.

2.1.5 Standing Committee:

The Employer and A.T.U. Local 279's Standing Committee on uniforms will monitor the quality of uniform clothing.. The parties agree that every effort will be made to purchase quality- clothing items.

The Standing Committee may make recommendations to Management on the design of clothing. Management will give due consideration to recommendations made by the Committee. Should the Employer not implement the Committee's recommendations, reasons must be provided in writing within a reasonable time period.

(9)2.2 Shoe Allowance – Operators, Dispatchers and Messengers

Operators and Dispatchers and Messenger who work during the year, shall receive a boot and shoe allowance. 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. This allowance will \$130.00.

(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 and Messenger 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.

The Employment Benefit Trust will pay for the printing of the vouchers by a unionized shop from the Dry cleaning fund.

(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 Service Planning and Reporting 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 Service Planning and Reporting Branch of the City.

(9)3.5 Standing Committee on Schedules

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 or designate will implement them as appropriate.
- Where the proposed modifications result in unplanned costs implementation of the modifications will require the approval of the General Manager of Transit Services or designate 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.

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 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.

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 (1½) 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 – VAN DRIVER (TRANSIT OPERATIONS)

- (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 Section concerned involving similar employment shall be re-booked in accordance with seniority in that Section;
 - 12.2 should the re-booking as aforesaid eliminate from that Section 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 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 Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches.
- (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)15.1 Dispatchers who perform fare box duties will be provided with work garments in quantities deemed reasonable for the performance of their duties. These garments will be similar in nature to those provided under Clause 10, Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches, Clothing, Subsection 4.1
- (9)15.2 Work Gloves and smocks similar to those used when performing fare box duty, will be provided to Dispatchers carrying dockets from Jurassic Park.

CLAUSE 10 – TRANSIT FLEET MAINTENANCE AND TRANSIT CAPITAL PROJECTS & FACILITIES MANAGEMENT BRANCHES

SECTION (10)1 – BOOKING OF WORK SHIFTS

- (10)1 General Booking of Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches employees shall take place twice a year or more frequently if the City deems it necessary.

SECTION (10)2 - TOOL

- (10)2.1 Effective January 1, 2009 the City shall contribute the sum of four hundred and twenty five dollars (\$425) 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)2.2 The tool allowance will be increased every year by the same value as the Consumer Price Index for the previous year for Ottawa.
- (10)2.3 The tool allowance will be payable to employees who commence work or return to work from an authorized absence prior to September 30th.
- (10)2.4 If an employee resigns from the City with less than six (6) months service, the employee shall reimburse the allowance to the City.
- (10)2.5 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.
- (10)2.6 Special tools necessary to perform the work in sufficient quantities, as determined by Management, will be provided to employees.

SECTION (10)3 - SAFETY

- (10)3.1 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)3.2 The City may issue protective clothing to a Branch, Unit, Section, building or operation and not on an individual basis.
- (10)3.3 All protective clothing shall remain the property of the City.
- *(10)3.4 Wearing of safety boots or shoes, goggles, prescription protective eyewear, hard hats, face masks, or other safety equipment required by the City shall be compulsory. Such compulsory safety equipment shall be either paid for or supplied by the City.
- *(10)3.5 Shoes or boots are to have non-skid soles and steel toe-caps and be CSA approved.

(10)3.6 Wearing a protective hearing device is mandatory in areas where the employee exposure exceeds legislated occupational exposure limits.

*(10)3.7 The City agrees to provide winter clothing including boots, insulated coveralls, jackets, toques and gloves to all Transit Fleet Maintenance and Transit Capital Projects & Facilities Management employees who are regularly required to work outside. Such clothing shall be of a similar quality to that previously issued. All such clothing shall be issued free of charge to affected employees every two (2) years and shall be in addition to the purchasing card specified in section (10)10.

SECTION (10)4 – SHIFT PREMIUMS

(10)4.1 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 sixty (60) cents per hour.

(10)4.2 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 sixty (60) cents per hour.

SECTION (10)5 – MEAL ALLOWANCE

(10)5 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)6 – PREMIUM FOR RELIEF SUPERVISORS AND JOB PLANNERS

(10)6.1 When acting as a Relief 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.

(10)6.2 When acting in a relief capacity as a Job Planner, employees shall receive the rate of pay of Level 3 positions as per Appendix A - Salary Schedules.

*(10)6.3 When acting as a Relief Service Supervisor, employees shall receive the rate of pay of level 3 positions plus a premium of one dollar and sixty cents (\$1.60).

*(10)6.4 An employee acting as a Relief Supervisor, Relief Service Supervisor or Relief Job Planner can only be forced to accept this work during their normal working hours.

SECTION (10)7 - LATENESS

- (10)7 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.
- 7.1 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).
- 7.2 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 be ready to work and to report to the Supervisor for his or her work assignment.
- 7.3 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.
- 7.4 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.

SECTION (10)8 – BREAK PERIODS AND WASH-UP TIME

- (10)8.1 Employees shall be allowed two (2) break periods of ten (10) minutes each in each normal shift.
- (10)8.2 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)9 – HOLIDAY STAFF

- (10)9 Employees shall not lose time because of a reduction in bus service on a designated holiday.

SECTION (10)10 - CLOTHING

- (10)10.1 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)10.2 In January of each year, the Employer will provide each employee with a purchasing card, or other payment system as it deems appropriate, providing an amount of four hundred and fifty dollars (\$450.00). This amount will be spent towards the purchase of work related clothing and safety boots or shoes at the City selected supplier. When choosing this supplier the City will take into account the quality of the clothing, reasonableness of the price. The purchasing card or other payment system will be valid for a period of twenty-four (24) months from the date of issue.
- 10.2.1 Clothing vouchers will not be supplied to new employees hired after September 30th.
- 10.2.2 The vouchers will be payable to employees who commence work or return to work from an authorized absence prior to September 30th.
- 10.2.3 Student employees are entitled to receive a safety boot or shoe allowance after they have completed their first term of employment with the City. This allowance will be \$130.00.

SECTION 10(11) BOOKING RULES – TRANSIT FLEET MAINTENANCE AND TRANSIT CAPITAL PROJECTS & FACILITIES MANAGEMENT BRANCHES

- (10)11.1 **Areas of Responsibility**
- 11.1.1 Transit Fleet Maintenance Branch
- This includes all employees who work on maintenance and servicing of buses and bus parts, service cars and trucks and the machine shop.
- 11.1.2 Transit Capital Projects & Facilities Management Branch

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, transit stops and other outside work.

11.1.3 Material Management Unit

This includes Materials Management employees in Stores who control and supply material for all the above.

(10)11.2 **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.

(10)11.3 **Booking of Work Shifts**

(a) The order of booking in Transit Fleet Maintenance shall be as follows:

- 1) Motor Mechanics
- 2) Body Repairers
- 3) Garage Attendants
- 4) Automotive Electricians
- 5) Unit Repair Staff

(b) Bookings will be held in Transit Capital Projects & Facilities Management as follows:

- 1) Energy Systems General Repairers
- 2) Building Service Attendants

- (c) A general Booking shall be held for the Material Management Unit within the Transit Fleet Maintenance Branch as per paragraph (10)11.2 above.
- (d) The booking sheets shall specify all locations.
- (e) Employees shall book in order of seniority in their respective classification.
- (f) Employee required to book will be notified in the form of a Notice or Memorandum posted with booking sheets.
- (g) 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.
- (h) Employees who must attend such bookings outside their regular working hours shall receive 1-1/2 hours pay at straight time rates.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.

- (m) 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.

(10)11.4 **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:

- i) 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. Such testing shall be limited to establishing those qualifications that are actually required to perform the normal functions of the job.
- ii) A pass mark on any such testing shall be 70%.
- iii) Where applicants meet the requirements and qualifications, appointment shall be based on seniority in accordance with Section (3).
- iv) 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 in writing. 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.

(10)11.5 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.

(10)11.6 Selection of Temporary Relief Supervisor

Temporary relief for Supervisors will be considered only after the contract requirements of regular 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 Supervisor position.

- 1) Relief Supervisors are eligible for relief at any location or work shift as required.
 - 2) Working Supervisors, Mechanics or Body Repairers are not eligible to change shift or transfer to other garages to act as relief for these positions.
 - 3) Reliefs are required to possess the appropriate license(s) required by the position they are covering.
 - 4) General Priority of Selection:
 - Relief Supervisor with priority to a Relief booked or posted from shift.
 - Working Supervisor from shift or Acting Working Supervisor.
 - Senior Mechanic, Body Repairer or Storekeeper from shift.
 - 5) Non-trade licensed Relief Supervisor(s) have priority of selection for relief assignments in Supervisor positions that do not require a trade license.
- (b) Priority of Selection:
- 1) Transit Fleet Maintenance
 - Relief Supervisor
 - Working Supervisor (where applicable)
 - Senior Mechanic on shift
 - 2) St. Laurent Stores
 - Working Supervisor.
 - Senior Storekeeper from shift and work group.

(10)11.7 **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.

Transit Fleet Maintenance

Transit Fleet Maintenance 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.

Stores

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 storekeepers.
- (b) Evening and night shift shall be covered by evening, night and alternate Storekeepers or the most junior Storekeeper if a more senior Storekeeper is unavailable.

(10)11.8 **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 Ministry of Training, Colleges and Universities 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)11.9 **Apprentices – Mechanic and Body Repair**

- (a) Apprentices shall be trained according to the prescribed apprenticeship program as approved by the Ministry of Training, Colleges and Universities wherever compatible with City requirements and facilities.
- (b) The City agrees to reimburse apprentices for their tuition fees upon successful completion of the course.
- (c) An employee's apprenticeship period will begin upon registration of the apprentice with the Ministry. The apprenticeship program will be completed when the Ministry has formally acknowledged that the apprentice has met all the requirements of the apprenticeship program.
- (d) Upon completion of the apprenticeship program and pending receipt of his/her trade certificate, the apprentice will be assigned as last spare in his/her respective trade. Should there be more than one

apprentice completing the program at the same time, they will be ranked as last spares based on their Transit Fleet Maintenance seniority.

- (e) Apprentices presently employed by the City shall be granted seniority in the trade from the date of registration in the apprenticeship program provided they become certified.
- (f) Apprentices must become certified within six (6) months of completing their apprenticeship program.
- (g) Where due to exceptional circumstances, an employee has been unable to become certified within the six (6) month timeframe mentioned in (f) above and provided the employee has demonstrated continued and consistent effort towards successful completion of the program, Management and the Union will review the specific circumstances and discuss whether an extension to the timeframe should be granted. The final determination to extend the timeframe will be made by the Employer.
- (h) Apprentices who do not become certified within six (6) months of completing the apprenticeship program or by the end of the extended timeframe in accordance with (g) above, shall assume the duties of last Spare Garage Attendant within Transit Fleet Maintenance. Apprentices recruited from within the bargaining unit will be returned to the job classification they occupied prior to the commencement of the apprenticeship program when the next vacant position opens.
- (i) Employees enrolled in an apprenticeship training program shall continue to accrue seniority in their previous classification while enrolled in the apprenticeship training program.
- (j) Apprentices are also required to complete all components of the internal apprenticeship program as approved and updated from time to time by Management and the Union.
- (k) Apprentices shall not be entitled to book or hold Spare status at any of the General Booking.
- (l) Apprentices will book vacations with Spares.
- (m) Apprentices will progress through the salary range based on their successful completion of each school term.

*Apprentices Rate of Pay

April 1, 2012

Apprentice Mechanic (Hire)	\$ 25.037
Apprentice Mechanic (School Term 1)	\$ 26.267
Apprentice Mechanic (School Term 2)	\$ 27.228
Apprentice Mechanic (School Term 3)	\$ 28.189
Apprentice Body Repairer (Hire)	\$ 25.037
Apprentice Body Repairer (School Term 1)	\$ 26.267
Apprentice Body Repairer (School Term 2)	\$ 27.228
Apprentice Body Repairer (School Term 3)	\$ 28.189

April 1, 2013

Apprentice Mechanic (Hire)	\$ 25.538
Apprentice Mechanic (School Term 1)	\$ 26.792
Apprentice Mechanic (School Term 2)	\$ 27.773
Apprentice Mechanic (School Term 3)	\$ 28.753
Apprentice Body Repairer (Hire)	\$ 25.538
Apprentice Body Repairer (School Term 1)	\$ 26.792
Apprentice Body Repairer (School Term 2)	\$ 27.773
Apprentice Body Repairer (School Term 3)	\$ 28.753

April 1, 2014

Apprentice Mechanic (Hire)	\$ 26.049
Apprentice Mechanic (School Term 1)	\$ 27.328
Apprentice Mechanic (School Term 2)	\$ 28.328
Apprentice Mechanic (School Term 3)	\$ 29.328
Apprentice Body Repairer (Hire)	\$ 26.049
Apprentice Body Repairer (School Term 1)	\$ 27.328
Apprentice Body Repairer (School Term 2)	\$ 28.328
Apprentice Body Repairer (School Term 3)	\$ 29.328

April 1, 2015

Apprentice Mechanic (Hire)	\$ 26.635
Apprentice Mechanic (School Term 1)	\$ 27.943
Apprentice Mechanic (School Term 2)	\$ 28.965
Apprentice Mechanic (School Term 3)	\$ 29.988
Apprentice Body Repairer (Hire)	\$ 26.635
Apprentice Body Repairer (School Term 1)	\$ 27.943
Apprentice Body Repairer (School Term 2)	\$ 28.965
Apprentice Body Repairer (School Term 3)	\$ 29.988

Hire = Pay grade Level 14
Post ST 1 = 18% less than Level 3 mechanic
Post ST 2 = 15% less than Level 3 mechanic
Post ST 2 = 12% less than Level 3 mechanic

(10)11.10 **Transfer of Garage Staff**

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.

(10)11.11 **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 Branch 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 Branch 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.

(10)11.12 **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 applicable Program Manager or designate.

- (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.

(10)11.13 **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.

Employees who exceed one hundred and thirty (130) hours of work within a bi-weekly pay period are not eligible for further overtime unless there are no other qualified employees available.

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) Transit Capital Projects & Facilities Management

Transit Capital Projects & Facilities Management seniority shall be based on the date an employee is selected for a position within each of the following sections of Transit Capital Projects & Facilities Management.

Transit Capital Projects & Facilities Management consists of Plant Energy Systems, Building Repair & Minor Construction and, Building & Outside Services

I. Plant Energy Systems and Building Repair & Minor Construction Sections

- 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.

II. Building and Outside Services Section

- 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 Section 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 Section.
- 5) Miscellaneous Relief relieving away from the Building and Outside Services Section the lowest seniority at the garage where he or she is relieving. Only in 4 (ii) shall the employee's Building and Outside Services Section 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 Building and Outside Services Section 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 Transit Capital Projects & Facilities Management Branch Seniority will be followed. Further, if additional employees are still required, then they will be called from the Transit Fleet Maintenance location from which the work originated and by seniority.

(b) Transit Fleet Maintenance

- 1) An employee in Transit Fleet Maintenance 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 will be administered as noted below. 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 Section to which he or she is currently assigned to work, until the start of a new assignment.
 - i) 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 by 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 by garage seniority.
- ii) 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 by 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 within Transit Fleet Maintenance.
- iii) Work shifts for employees in the garages have been defined for overtime purposes as follows:
- i) **Day Shift** - employees working between the hours of 05:00 and 17:30.
 - ii) **Evening Shift** - employees working between the hours of 13:15 and 02:00.
 - iii) **Night Shift** - Employees working between the hours of 23:30 and 08:00.

- iv) **Countdown Shift** - Employees booked as part of countdown on the booking sheets.
- iv) 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.
 - i) 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.
 - ii) Within Transit Fleet Maintenance, 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 Rebuild (Injector Room)
 - 5) 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
 - Brake Lathe and Repair
 - Brake and Miscellaneous
 - Miscellaneous Relief - Brakes and Misc. Components
 - 8) Miscellaneous Bench and Air
 - Miscellaneous Air and Electrical
 - Bench work and Miscellaneous
 - Miscellaneous Relief - Miscellaneous Bench Work
 - Miscellaneous Relief - Miscellaneous Reconditioning
- vii) Employees on a vacancy posting exercise seniority in the vacancy posting position.

viii) Employees temporarily changing shifts from evening to days such as in major repairs and body repairs hold seniority on the shift they are booked.

(c) Garage Storerooms

- 1) An employee in Stores 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.
- 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 Garage Storerooms will be administered as noted below.
 - i) In allocating overtime at a specific Garage, two (2) overtime sheets are used for employees who are available and wishing to work. A Storekeeper shall exercise seniority according to the garage to which he or she is currently assigned to work, until the start of a new assignment.
 - ii) Open Work Sheet, for work known to be open in advance.
 - iii) Names are recorded on open pieces of work. Priority is given to employees including Spares on the shift requiring the overtime, then by garage seniority.
 - iv) 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 by garage seniority.
 - v) Weekly Overtime Sheet, for work, which becomes open on a daily basis.
 - vi) Names are recorded on the Weekly Overtime Sheet. The Weekly Overtime Sheet shall close at noon on Thursday.
 - vii) Priority is given to employees by including Spares on the shift requiring the overtime, then garage seniority.

- viii) 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.
 - ix) If no employees including Spares are available from any of the Overtime Sheets, employees including Spares will be offered overtime based on seniority from other garages.
- 4) Work Shifts Work shifts for employees in the garages have been defined for overtime purposes as follows
 1. **Day Shift** - employees working between the hours of 05:00 and 17:30.
 2. **Evening Shift** – employees working between the hours of 13:15 and 02:00.
 3. **Night Shift** - Employees working between the hours of 23:00 and 08:00.
 - 5) 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.
 - 6) 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.
 - 7) Employees on a vacancy posting exercise seniority in the vacancy posting position.
 - 8) Employees temporarily changing shifts from evening to days hold seniority on the shift they are booked.
 - 9) Employees on the Day Shift working alternate weekends cover the overtime requirements for general and designated holidays, which fall on Friday, Saturday, Sunday or Monday. Priority is given to the individual scheduled to work that weekend shift, then to the employee working the opposite weekend. Overtime for holidays which fall on Tuesday, Wednesday or Thursday is available to employees by seniority booked to work in their classification.
 - 10) Stores Priority

For overtime purposes, employees booked in Shipping and Receiving have priority for overtime when shipping and receiving duties are required.

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.

For all other purposes it is understood that in Stores straight seniority only is observed.

(10)11.14 **Training Period**

The parties agree to meet during the life of the Collective Agreement to discuss and update the training period information as listed below.

Training Period Information

Garage	Approximate Training Period
Garage Attendant, Misc. Relief Attendant and Inspector II	20 weeks
Garage Attendant, Misc. Relief Repair and Inspector II	20 weeks
Garage Attendant, Brake & Misc. Work	6 weeks
Garage Attendant, Qual. Tire Maintenance (Repair Sipe - Regular Change)	6 weeks
Garage Attendant, Inspector II	6 weeks
Licensed Mechanic, Dyno Operator	6 weeks
Licensed Mechanic, Engine Reconditioning	6 weeks
Licensed Mechanic, Transmission Reconditioning	6 weeks
Licensed Mechanic, Inspector I	4 weeks
Licensed Mechanic, Brakes	4 weeks
Garage Attendant, Steam Clean Operator	3 weeks
Garage Attendant, Fueler	2 weeks
Garage Attendant, Bus Starter Placer, Pinecrest	1 week
Garage Attendant, Bus Starter Placer, Merivale	1 week

Garage	Approximate Training Period
Garage Attendant, Tow Truck & Miscellaneous	1 week
Garage Attendant, Interior Cleaning	1 week
Garage Attendant, Building and Outside Services Group 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 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.

(10)11.15 **Shift Exchanges**

Transit Fleet Maintenance and Transit Capital Projects & Facilities Management employees within their Branches 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.

SECTION (10)12 – LOSS OF LICENCE IN TRANSIT FLEET MAINTENANCE AND TRANSIT CAPITAL PROJECTS & FACILITIES MANAGEMENT BRANCHES

(10)12.1 a) Employees in Transit Fleet Maintenance and the Transit Capital Projects & Facilities Management Branches

All employees in the Transit Fleet Maintenance Branch and the Transit Capital Projects and Facilities Management Branches, 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 Transit Fleet Maintenance Branch and the Transit Capital Projects and Facilities Management Branch 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.

b) Employees in the Material Management Unit

All employees in the Material Management Unit must hold a valid driver's licence to permit them to drive a truck and that permission must be at least equal to the authorization of the current Ontario "G" 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 Material Management Unit will establish a list of positions or numbers of positions in certain work areas where loss of a "G" licence or equivalent could be tolerated. This list will be revised from time to time to ensure maintenance of City efficiency.

(10)12.2 a) New Employees – Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches

New employees in the Transit Fleet Maintenance and the Transit Capital Projects & Facilities Management Branches must hold a "CZ" license or

equivalent. Movement of an existing employee who has lost his or her "CZ" license or equivalent for health reasons shall be governed by current rules governing Postings and Bookings.

b) New Employees – Material Management

New employees in the Material Management Unit must hold a "G" licence or equivalent. Movement of an existing employee who has lost his or her "G" licence or equivalent for health reasons shall be governed by current rules governing Postings and Booking.

(10)12.3 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)12.4 Depending on the requirement for a "CZ" licence or equivalent for 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 Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches, if successful, the employee will be forced to accept such a posting.

CLAUSE 11 – PAY PROGRESSION - OPERATORS

SECTION (11)1 – PAY PROGRESSION

(11)1.1 Pay Progression Table – New Hires

Hire	After 8 months	After 16 months	After 24 months
85% of top rate	90% of top rate	95% of top rate	100% of top rate

(11)1.2 Pay Administration

1.2.1 The pay progression grid applies to new hires joining the bargaining unit after December 15, 2005.

1.2.2 Salary increments shall become effective after each period of eight (8) consecutive months worked.

CLAUSE 12 – HEALTH AND SAFETY

- (12)1.1 The Employer and the Union shall endeavour to provide a safe and healthful environment for employees through their Joint Occupational Health and Safety Committee.
- (12)1.2 The City of Ottawa shall provide Occupational Health and Safety education and training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness. The Policy Health and Safety Committee, which includes Union representation, shall participate in the development and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters.
- (12)1.3 The Employer and the Union acknowledge that a joint health and safety program can only be successful when both parties are committed to fostering and developing a safety culture within the City, and ensuring that their responsibilities under relevant Occupational Health and Safety legislation are carried out.
- (12)1.4 The Employer and the Union agree to cooperate in ensuring that terms of reference are established for Occupational Health and Safety Committees with bargaining unit member participation.
- (12)1.5 Training for Occupational Health and Safety Committee members, mandated by the Terms of Reference, shall be delivered jointly where possible. The Employer shall consult with the Union regarding the choice of outside training resources.
- (12)1.6 The Employer shall forward copies of all joint Employer and ATU Local 279 Occupational Health and Safety Committee Minutes as identified within the Terms of Reference, to the offices of ATU Local 279, in a timely manner.
- (12)1.7 Should there be a need for leave for special programs, initiatives or training requirements identified through the Terms of reference, the Director, Human Resources, shall consider such a request from the President of the Union. If the President's request is agreed to by the Director, Human Resources, the President of the Union shall designate one or more of their representatives from the Health and Safety Committee(s) to attend the training and the representative(s) shall be entitled to paid leave with full benefits for the duration of the fulfillment request. Such paid time off shall not exceed thirty (30) days per year in total and individual usage shall not exceed one day per month unless mutually agreed by the parties. The period of leave under this Article shall not be considered part of the time available to the Union for Union business under Section 3(4) of the Collective Agreement.

CLAUSE 13 – WORKPLACE SAFETY AND INSURANCE

- (13)1.1 Every employee who is absent from duty as a result of illness or injury arising out of and in the course of his/her employment, within the meaning of the Workplace Safety and Insurance Act (WSIA) shall receive compensation from the Employer to the level provided under the WSIA effective from the date of disability.
- (13)1.2 In addition, every-employee who suffers a injury arising out of and in the course of their employment within the meaning of the WSIA shall be entitled to the following:
- a) Payment of salary or earnings by the Employer to the level approved by the WSIB and top up of the employee's earnings to 85% of the employee's average net salary or regular wage. This amount will initially be based on eighty (80) hours biweekly and adjusted as necessary. In those instances when the WSIB approves partial payment only, the Employer will not top-up the approved level of compensation by the WSIB. It is recognized that:
- i) The combined effect, when applicable, of the employee's entitlement under the WSIA and the top-up payment shall not exceed the employee's pre-injury net pay after tax and legislated deductions.
- ii) In addition, the Employer will pay on behalf of the employee the total payment of premiums for the following plans:
- Pension, until the employee is deemed eligible for an OMERS waiver of premium,
 - Medical plans as specified in the Agreement,
 - Life insurance,
 - Long term disability,
- provided that in any calendar month the employee is absent ten (10) continuous insurable working days.
- b) When the employee returns to full and regular duties, he/she shall be returned to a position of the same pay level held prior to his/her compensable injury and the benefits specified in (a) above shall cease.
- (13)1.3 Where an employee is absent from work by reason of an on-duty serious physical assault by a member of the public confirmed by the police and seeks

medical attention and is entitled to WSIB, that employee shall be entitled to the following:

Payment of salary or earnings by the Employer to the level approved by the WSIB, and the Employer will top-up the employee's earning to 85% of the employee's average net salary or wage. In those instances when the WSIB approves partial payment only, the Employer will not top-up the approved level of compensation by the WSIB. The combined effect of the employee's entitlement under the WSIA and the top-up payment shall not exceed the employee's pre-injury net pay after tax and legislated deductions.

(Interest Arbitration Decision – October 9, 2009)

- (13)1.4 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 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.
- (13)1.5 In the event that an employee is able to return to light or modified duties as determined by the WSIB, the Employer shall attempt to provide such work and the employee shall continue to receive the rate of compensation provided for in accordance with clause (13)1.1 or clause (13)1.2 above, as applicable, until a final determination is made by the WSIB as to the appropriate work assignment consistent with that employee's restrictions.
- (13)1.6 An employee who returns to modified or light duties shall, on an on-going basis, be assessed by the WSIB.
- (13)1.7 In the event the employee's condition is assessed as deteriorating, the Employer shall provide rehabilitation as recommended by the WSIB for employment with the Employer or other employers. In this case, the Employer will make a reasonable effort to offer the employee ongoing alternate employment. In any case, when the employee returns to light or modified duties, the Employer shall be guided by the assessment of the WSIB.
- (13)1.8 The Union recognizes that reassignment of a permanently partially disabled employee to alternate employment may necessitate a change of classification and pay.

(13)1.9 It is recognized that where the employee has been reassigned to, offered, and accepts alternate employment with the Employer, the employee shall be entitled to any lump sum payment or permanent award payable as determined by the Workplace Safety and Insurance Board of Ontario, and such payments will not reduce the wage or salary the employee will be receiving.

(13)1.10 Recovery of Overpayments

Any overpayments resulting from the application of this Article shall be recovered by the Employer through direct pay deductions. The following repayment guidelines shall apply:

- (a) The employee will repay a minimum biweekly payment equivalent to 5% of his/her gross pay;
- (b) The amount of the deduction may be changed at the employee's request but not below the minimum established in (a) above.
- (c) The deduction is made no matter what an employee's earnings are for the pay period.
- (d) Outstanding overpayment amounts when the employee leaves the employ of the City, either voluntarily or not, will be recovered from any final monies owed the employee.
- (e) Any monies still owed by the employee following the application of paragraph (d) above will be paid in full on his/her last working day.

SIGNED AT OTTAWA, ONTARIO THIS _____ DAY OF _____
2013

THE CITY OF OTTAWA

Mayor

City Clerk

AMALGAMATED TRANSIT UNION, LOCAL 279

President/Business Agent

Assistant Business Agent, Equipment

Vice President

Assistant Business Agent, Transportation

Secretary/Treasurer

*APPENDIX A

SALARY SCHEDULES

Effective April 1, 2012

Job Title			Operator Progression			Rate
			85%	90%	95%	
PSA #	Job Class #	TRANSIT OPERATIONS BRANCH				
301001	1001	Operator	\$ 23.242	\$ 24.609	\$ 25.976	\$ 27.343
301006	1006	Operator/Sightseeing & Charter Sightseeing	\$ 24.250	\$ 25.676	\$ 27.103	\$ 28.529
301011	1009	Operator/Demand-Response	\$ 23.242	\$ 24.609	\$ 25.976	\$ 27.343
301020	1018	Operator/Bilingual Sightseeing & Charter Sightseeing	\$ 25.120	\$ 26.598	\$ 28.075	\$ 29.553
301010	1008	Operator/Platform Instructor + \$0.50 differential effective February 12, 2003	\$ 23.242	\$ 24.609	\$ 25.976	\$ 27.343
301016	1014	Dispatcher in Training				\$ 27.343
301016	1015	Acting Dispatcher - 1st 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 27.343
301016	1016	Acting Dispatcher - 2nd 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 27.343
301016	1017	Acting Dispatcher – after 12 months and/or 2080 hours (rate change April 11, 2012 – see note)				\$ 30.065
302001	1201	Dispatcher (rate and title change April 11, 2012 – see note)				\$ 30.065
302005	1203	Fare Box Changer (rate and title change April 11, 2012 – see note)				\$ 30.065
302008	1208	Dispatcher No.2 (Note: Includes Dispatcher working 00:00 to 08:00) (rate and title change April 11, 2012 – see note)				\$ 30.886
302004	1202	Dispatcher No.1				\$ 31.708
302004	1202	Dispatcher/Fare Box Changer (new title – effective April 11, 2012)				\$ 31.708
301001		Transit Fare Enforcement Officer (TFEO)				\$ 27.343
302006	1205	Messenger				\$ 26.373
	1206	Van Driver (temp. rehab. work)				\$ 25.037

Effective April 11, 2012 the Messenger Helper Stores will be paid at the same level as the Messenger job (2012 rate of pay - \$26.373)

Effective April 1, 2013

PSA #	Job Class #	Job Title TRANSIT OPERATIONS BRANCH	Operator Progression			Rate
			85%	90%	95%	
301001	1001	Operator	\$ 23.707	\$ 25.101	\$ 26.496	\$ 27.890
301006	1006	Operator/Sightseeing & Charter Sightseeing	\$ 24.735	\$ 26.190	\$ 27.645	\$ 29.100
301011	1009	Operator/Demand-Response	\$ 23.707	\$ 25.101	\$ 26.496	\$ 27.890
301020	1018	Operator/Bilingual Sightseeing & Charter Sightseeing	\$ 25.622	\$ 27.130	\$ 28.637	\$ 30.144
301010	1008	Operator/Platform Instructor + \$0.50 differential effective February 12, 2003	\$ 23.707	\$ 25.101	\$ 26.496	\$ 27.890
301016	1014	Dispatcher in Training				\$ 27.890
301016	1015	Acting Dispatcher - 1st 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 27.890
301016	1016	Acting Dispatcher - 2nd 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 27.890
301016	1017	Acting Dispatcher - after 12 months and/or 2080 hours				\$ 32.342
302004	1202	Dispatcher / Fare Box Changer				\$ 32.342
301001		Transit Fare Enforcement Officer (TFEO)				\$ 27.890
302006	1205	Messenger				\$ 26.900
304109	2108	Messenger Helper Stores				\$ 26.900
	1206	Van Driver (temp. rehab. work)				\$ 25.538

Effective April 1, 2014

PSA #	Job Class #	Job Title	Operator Progression			Rate
			85%	90%	95%	
		TRANSIT OPERATIONS BRANCH				
301001	1001	Operator	\$ 24.181	\$ 25.603	\$ 27.026	\$ 28.448
301006	1006	Operator/Sightseeing & Charter Sightseeing	\$ 25.230	\$ 26.714	\$ 28.198	\$ 29.682
301011	1009	Operator/Demand-Response	\$ 24.181	\$ 25.603	\$ 27.026	\$ 28.448
301020	1018	Operator/Bilingual Sightseeing & Charter Sightseeing	\$ 26.135	\$ 27.672	\$ 29.210	\$ 30.747
301010	1008	Operator/Platform Instructor + \$0.50 differential effective February 12, 2003	\$ 24.181	\$ 25.603	\$ 27.026	\$ 28.448
301016	1014	Dispatcher in Training				\$ 28.448
301016	1015	Acting Dispatcher - 1st 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 28.448
301016	1016	Acting Dispatcher - 2nd 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 28.448
301016	1017	Acting Dispatcher - after 12 months and/or 2080 hours				\$ 32.989
302004	1202	Dispatcher / Fare Box Changer				\$ 32.989
301001		Transit Fare Enforcement Officer (TFEO)				\$ 28.448
302006	1205	Messenger				\$ 27.438
304109	2108	Messenger Helper Stores				\$ 27.438
	1206	Van Driver (temp. rehab. work)				\$ 26.049

Effective April 1, 2015

PSA #	Job Class #	Job Title	Operator Progression			Rate
			85%	90%	95%	
		TRANSIT OPERATIONS BRANCH				
301001	1001	Operator	\$ 24.725	\$ 26.179	\$ 27.634	\$ 29.088
301006	1006	Operator/Sightseeing & Charter Sightseeing	\$ 25.798	\$ 27.315	\$ 28.833	\$ 30.350
301011	1009	Operator/Demand-Response	\$ 24.725	\$ 26.179	\$ 27.634	\$ 29.088
301020	1018	Operator/Bilingual Sightseeing & Charter Sightseeing	\$ 26.723	\$ 28.295	\$ 29.867	\$ 31.439
301010	1008	Operator/Platform Instructor + \$0.50 differential effective February 12, 2003	\$ 24.725	\$ 26.179	\$ 27.634	\$ 29.088
301016	1014	Dispatcher in Training				\$ 29.088
301016	1015	Acting Dispatcher - 1st 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 29.088
301016	1016	Acting Dispatcher - 2nd 6 mos. and/or 1040 hours + an additional \$0.50 differential				\$ 29.088
301016	1017	Acting Dispatcher - after 12 months and/or 2080 hours				\$ 33.731
302004	1202	Dispatcher / Fare Box Changer				\$ 33.731
301001		Transit Fare Enforcement Officer (TFEO)				\$ 29.088
302006	1205	Messenger				\$ 28.055
304109	2108	Messenger Helper Stores				\$ 28.055
	1206	Van Driver (temp. rehab. work)				\$ 26.635

NOTE - Effective April 11, 2012

The new Dispatcher job is entitled "Dispatcher/ Fare Box Changer" (effective April 11, 2012)

Acting Dispatcher - after 12 months and/or 2080 hours will be paid the Dispatcher No.1 rate (2012 rate of pay - \$31.708)

Fare Box Changer will be paid the Dispatcher No. 1 rate of pay (effective April 11, 2012) - (2012 rate of pay - \$31.708)

Dispatcher No. 2 and Dispatcher will be paid the Dispatcher No. 1 rate of pay (Dispatchers-in-Training will remain at their current rate of pay).
(2012 rate of pay - \$31.708)

Effective April 1, 2012			Rate
TRANSIT FLEET MAINTENANCE AND TRANSIT CAPITAL PROJECTS & FACILITIES MANAGEMENT BRANCH			
PSA#	Job Class #	LEVEL 1	\$ 32.893
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	
PSA#	Job Class #	LEVEL 2	\$ 32.385
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	
PSA#	Job Class #	LEVEL 3	\$ 32.033
304002	1307	Licensed Mechanic	
304011	1314	Licensed Mechanic, Unit Rebuild, Injec	
304032	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	
PSA# Job Class # LEVEL 4			\$ 30.455
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	
PSA# Job Class # LEVEL 5			\$ 29.985
304122	2211	Carpenter	
PSA# Job Class # LEVEL 6			\$ 28.732
304071	1625	Garage Attendant, Upholsterer 1	
304090	1703	Garage Attendant, Misc. Body & Welder	
304126	2212	General Repairer	
304098	2101	Shipper - Receiver	
304100	2103	Storekeeper-in-Charge	
304076	1629	Garage Attendant, Misc. Units Air & Elect.	
304076	1609	Working Supervisor, Bus Servicing	
PSA# Job Class # LEVEL 7			\$ 27.815
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	
PSA# Job Class # LEVEL 8			\$ 27.273
304101	2104	Storekeeper 1	
304077	1631	Garage Attendant, Brake Lathe & Misc. Units	
304072	1626	Garage Attendant, Upholsterer 2	
304064	1617	Garage Attendant, Starter/Placer 1	

304077	2104	Tire Changer	
PSA# Job Class # LEVEL 9			\$ 27.098
304059	1612	Garage Attendant, Tires & Misc. Units	
PSA# Job Class # LEVEL 10			\$ 26.763
304067	1620	Garage Attendant, Starter/Placer 2 *	
PSA# Job Class # LEVEL 11			\$ 26.415
304102	2105	Storekeeper 2	
304061	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., Carpenter's Assistant	
304119	2206	B.S.A., Sign Fabrication	
PSA# Job Class # LEVEL 12			\$ 26.307
304054	1606	Garage Attendant, Fueller	
304057	1607	Garage Attendant, Tow Truck Evenings <i>(rate change April 11, 2012 - see note)</i>	
304113	2201	Building Maintenance Painter	
PSA# Job Class # LEVEL 13			\$ 25.456
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	
PSA# Job Class # LEVEL 14			\$ 25.037
304049	1605	Garage Attendant	
304066	1619	Garage Attendant, Miscellaneous Relief	
304118	2204	Building Service Attendant	
304109	2108	Messenger Helper Stores <i>(rate change April 11, 2012 - see note)</i>	

PSA#	Job Class #	OTHER	
	2301	Temp. Labourer (6 mos. and not performing bargaining unit work)	\$ 16.454
	2302	Temp. Labourer and student (bargaining unit work)	
PSA#	Job Class #	APPRENTICES	
304040	1501	Apprentice Mechanic (Hire)	\$ 25.037
304040	1502	Apprentice Mechanic (School Term 1)	\$ 26.267
304040	1503	Apprentice Mechanic (School Term 2)	\$ 27.228
304040	1504	Apprentice Mechanic (School Term 3)	\$ 28.189
304045	1506	Apprentice Body Repairer (Hire)	\$ 25.037
304045	1507	Apprentice Body Repairer (School Term 1)	\$ 26.267
304045	1508	Apprentice Body Repairer (School Term 2)	\$ 27.228
304045	1509	Apprentice Body Repairer (School Term 3)	\$ 28.189

Garage Attendant - Tow Truck Evenings will be paid at Level 11 (2012 rate of pay - \$26.415)

Messenger Helper Stores will be paid at the same level as the Messenger job (2012 rate of pay - \$26.373)

2013, 2014, 2015			Rate	Rate	Rate
TRANSIT FLEET MAINTENANCE AND TRANSIT CAPITAL PROJECTS & FACILITIES MANAGEMENT BRANCH			2013	2014	2015
PSA#	Job Class #	LEVEL 1	33.551	34.222	34.992
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			
PSA#	Job Class #	LEVEL 2	33.033	33.694	34.452
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			
PSA#	Job Class #	LEVEL 3	32.674	33.327	34.077
304002	1307	Licensed Mechanic			
304011	1314	Licensed Mechanic, Unit Rebuild, Injec			
304032	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			
PSA#	Job Class #	LEVEL 4	31.064	31.685	32.398
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			
PSA#	Job Class #	LEVEL 5	30.585	31.197	31.899
304122	2211	Carpenter			
PSA#	Job Class #	LEVEL 6	29.307	29.893	30.566
304071	1625	Garage Attendant, Upholsterer 1			
304090	1703	Garage Attendant, Misc. Body & Welder			

304126	2212	General Repairer			
304098	2101	Shipper - Receiver			
304100	2103	Storekeeper-in-Charge			
304076	1629	Garage Attendant, Misc. Units Air & Elect.			
304076	1609	Working Supervisor, Bus Servicing			
PSA#	Job Class #	LEVEL 7	28.371	28.938	29.589
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			
PSA#	Job Class #	LEVEL 8	27.818	28.374	29.012
304101	2104	Storekeeper 1			
304077	1631	Garage Attendant, Brake Lathe & Misc. Units			
304072	1626	Garage Attendant, Upholsterer 2			
304064	1617	Garage Attendant, Starter/Placer 1			
304077		Tire Changer			
PSA#	Job Class #	LEVEL 9	27.640	28.193	28.827
304059	1612	Garage Attendant, Tires & Misc. Units			
PSA#	Job Class #	LEVEL 10	27.298	27.844	28.470
304067	1620	Garage Attendant, Starter/Placer 2 *			
PSA#	Job Class #	LEVEL 11	26.943	27.482	28.100
304102	2105	Storekeeper 2			
304061	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., Carpenter's Assistant			

304119	2206	B.S.A., Sign Fabrication			
PSA# Job Class # LEVEL 12			26.833	27.370	27.986
304054	1606	Garage Attendant, Fueller			
304113	2201	Building Maintenance Painter			
PSA# Job Class # LEVEL 13			25.965	26.484	27.080
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			
PSA# Job Class # LEVEL 14			25.538	26.049	26.635
304049	1605	Garage Attendant			
304066	1619	Garage Attendant, Miscellaneous Relief			
304118	2204	Building Service Attendant			
PSA# Job Class # OTHER			16.783	17.119	17.504
	2301	Temp. Labourer (6 mos. and not performing bargaining unit work)			
	2302	Temp. Labourer and student (bargaining unit work)			
PSA# Job Class # APPRENTICES					
304040	1501	Apprentice Mechanic (Hire)	25.538	26.049	26.635
304040	1502	Apprentice Mechanic (School Term 1)	26.792	27.328	27.943
304040	1503	Apprentice Mechanic (School Term 2)	27.773	28.328	28.965
304040	1504	Apprentice Mechanic (School Term 3)	28.753	29.328	29.988
304045	1506	Apprentice Body Repairer (Hire)	25.538	26.049	26.635
304045	1507	Apprentice Body Repairer (School Term 1)	26.792	27.328	27.943
304045	1508	Apprentice Body Repairer (School Term 2)	27.773	28.328	28.965
304045	1509	Apprentice Body Repairer (School Term 3)	28.753	29.328	29.988

APPENDIX B

GLOSSARY OF DEFINITIONS

ACTIVE ROLL shall include those employees:

1. who are filling an authorized post on the establishment and drawing wages;
2. who are receiving Wage Continuance Payments;
3. who are in their first seventeen (17) weeks of WSIB and are deemed employable;
4. who are on authorized vacation;
5. who are on temporary unpaid authorized leave of absence or suspension absence up to twenty (20) working days or equivalent to two (2) full pay periods;
6. 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.

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.

FINAL EXAMINATION shall mean the evaluation procedure used by the employee's Unit 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:

1. who are on authorized Leave of Absence or suspended without pay for more than twenty (20) working days;
2. 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.

LIGHT RAIL TRANSIT VEHICLE MAINTENANCE is limited to the custodial maintenance, preventive maintenance and corrective maintenance of all Light Rail Transit Vehicles used to carry passengers on the City of Ottawa Light Rail Transit System.

CUSTODIAL MAINTENANCE means the maintenance required to maintain the cleanliness, health, safety and appearance of the Light Rail Transit Vehicles.

PREVENTIVE MAINTENANCE means any repair or maintenance that is required at scheduled intervals to maintain the Light Rail Transit Vehicles at a constant level of performance and to ensure that the Light Rail Transit Vehicles are in good operating condition. To the greatest possible extent, repair involves replacement of line-replaceable-units but does not involve major preventive maintenance requiring specific out-of-shop expertise.

CORRECTIVE MAINTENANCE means the repair or replacement of failed components of Light Rail Transit Vehicles or the repair or replacement of any portion of Light Rail Transit Vehicles to restore normal operating condition. To the greatest possible extent, repair involves replacement of line-replaceable-units but does not involve major corrective maintenance requiring specific out-of-shop expertise.

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 Transit Operations.

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 Commission Employees Revised Pension Plan" for employees hired prior to January 1, 1999 and OMERS for all employees after January 1, 1999.

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 Branch 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 thirty-six (36) 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 / SERVICE

- (a) City Service

City Service is defined as the date from the first day of employment as a regular employee with the City provided there has not been a break in service and it determines.

- (i) Number of weeks of annual leave to which employees are entitled;
- (ii) Employee benefits.

(b) Bargaining Unit Seniority

Bargaining Unit seniority is defined as the first day of employment in the bargaining unit and determines the order of staff reductions, if necessary

(i) Branch Seniority

Branch seniority is defined as the date from the first day of employment in the Branch and it determines:

- Priority to bid on vacancies occurring in the Branch;
- Priority in selection for filling vacancies within the Branch.

(ii) Classification Seniority

Classification seniority is defined as the date from the first day of employment as a regular employee in the classification and it determines:

- Priority to select shifts, location and/or type of work consistent with City requirements, except in the case of Posted Jobs;
- Priority to select days off within the limitations of scheduled days off;
- 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 twenty (20) working 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, or one Branch to another, either at the employee's request or at the request of the City.

WORK RECORD shall mean a file maintained by the City 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 – TRANSIT OPERATIONS (OPERATORS)

Article 1 – General Booking

- 1.1 Pursuant to the interest arbitration award of October 9, 2009, the City may put together the Operator's daily work in accordance with the following Booking Rules. The maximum spread shall be 12 hours with a minimum daily guarantee of 7.5 hours paid seven days a week, including weekends.
- 1.2 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.
- 1.3 The General Booking shall contain the following information:
 - 1.3.1 Daily Run Guide (Monday to Friday).
 - 1.3.2 Saturday Run Guide.
 - 1.3.3 Sunday Run Guide.
 - 1.3.4 Special Services.
 - 1.3.5 Schedules of the respective lines.
 - 1.3.6 Information as to the number of operators off Daily, Saturday, Sunday, Lieu Days and Vacation Periods.
- 1.4 All runs for the General Booking shall be posted at least one (1) week prior to the General Booking.
- 1.5 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.
- 1.6 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:
 - 1.6.1 The Union and City Officers in attendance will attempt to resolve the problem between themselves.

- 1.6.2 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) Supervisor of Booking Operations
 - b) Program Manager, Transit Ops Support Staff
 - c) Manager, Transit Operations
- 1.6.3 If the City Officers cannot resolve the problem, the responsible City Officer may halt the Booking.
- 1.7 There will be no unnecessary delays or any stoppage in the Daily or General Booking processes while the above procedures are taking place.
- 1.8 In the event a re-booking or other correction must take place, it will be done as quickly as possible.
- 1.9 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, mixed odd work and odd work shall be booked on a platform time basis.
- 1.10
- a) Operators who attend the General Booking will receive a maximum non-platform payment of 1-1/2 hours, subject to Section 1.11 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 1.11 below.
 - c) All other bookings are excluded from payment.
- 1.11 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.
- 1.12 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.
- 1.13 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.

- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 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.
- 1.19 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
- 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 may book a maximum of 120 platform hours within a bi-weekly pay period at the general booking. Operators may book additional work on a daily basis to a maximum of 130 platform hours within a bi-weekly pay period.

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, 12:30 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, 12:30 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 hold their own seniority among 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 are not eligible to bid up on posted work.

- 4.5 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 Transit Operations Branch. 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 a run finishing later than 03:00 A.M and are obliged to report for duty prior to 09:30 shall be excused with no loss of pay.

Article 9 – Daily Bookings

Note: For specifics refer to Operators Spare Board Rules and Procedures. - Attached and awarded by the Keller Interest Board in a series of decisions from October 9, 2009 to July 22, 2011. Effective April 1, 2008 to March 31, 2011.

Article 10 – Splitting of Vacation Week

- 10.1 Two (2) weeks of annual vacation may be split up into odd days.
- 10.2 Operators who wish to split vacation in the coming year must indicate this at the Fall Booking.
- 10.3 The total chosen split vacation weeks for the coming year will determine the reduction of planned vacation weeks requiring holiday spares.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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 11 – Operator Work Exchange

- 11.1 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. Once an employee has accepted a work exchange, he or she is not allowed to further exchange this work. All hours worked as a result of work exchanges will count towards the biweekly cap defined in Section 2.7 of this Appendix.
- 11.2 The specific rules and procedures, as co-operatively agreed, are set out in the posted shift exchange guidelines.
- 11.3 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.
- 11.4 Operators who, at the General Booking, book overtime relief shifts on Saturday and Sunday may be removed from such work if they miss:
1. Three (3) shifts during the fall and winter bookings, or
 2. Two (2) shifts during spring and summer bookings,
- for reasons such as uncertified sickness, unexcused absences, and work exchanges.
- 11.5 Work Exchanges for Spares
- Spares will be allowed to participate in work exchanges under the following conditions:
1. The Spare slot will be exchanged, not the work.
 2. The Operator accepting the exchange will hold seniority of the Operator giving the exchange or their own seniority, whichever is junior.
 3. The Operator accepting an exchange must fulfill all obligations of the Spare they are replacing.
 4. Exchange must be approved by the Booking Office in advance.
 5. All other procedures in the collective agreement will continue to apply regarding work exchanges.

Article 12 – Pay Allowances

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

Article 13 – Acting Booking Clerks

- 13.1 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.
- 13.2 The rules and procedures governing the working conditions are set out in the Booking Clerk Guidelines.

Article 14 – Relief Runs on Statutory / Designated Holidays

- 14.1 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.

Article 14 – Minimum Recovery Time

There shall be a guaranteed five percent (5%) minimum recovery time between trips.

APPENDIX D

BOOKING RULES – DISPATCHING WORKGROUP EMPLOYEES (DISPATCHERS)

Article 1 - Seniority

All permanent staff in the Dispatching Workgroup shall be booked in accordance with seniority in the Dispatching Workgroup, 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 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 Booking, 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**

The following provision applies in situations where an Acting Dispatcher is not available for the open work shift at straight time.

When overtime work is required the work shall be offered first to Regular Dispatchers according to seniority and then to the Acting Dispatchers according to seniority. If the shift is less than eight (8) hours it will be offered to all regular Dispatchers and acting Dispatchers in order of seniority regardless of booked work and/or overtime provided this does not result in an additional cost to the Employer. 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 – 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 9 – Annual Vacations

- (a) Vacations shall be taken throughout the calendar year. Choice of vacations shall be governed by the Dispatching Workgroup seniority.
- * (b) A minimum of five (5) employees at any one time shall be permitted to take vacations during the Summer Booking only.
- * (c) A minimum of five (5) 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, two (2) weeks 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 10 – Acting Dispatchers

- 10.1 (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) Acting Dispatchers will be paid for the dispatching shifts which they select and not compensated based on their operator work shift.
- 10.2 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 11 – Dispatcher Work Exchanges

- 11.1 Dispatchers may be eligible to participate in two (2) way work exchanges up to seven (7) time per booking. Dispatchers may also be eligible for one (1) way work exchanges up to a maximum of twenty-eight (28) during the year. One an employee has accepted a work exchange, he or she is not allowed to further exchange this work. All hours worked as a result of work exchanges will count towards the biweekly cap defined in Section 2.7 of appendix C.
- 11.2 Dispatchers who, at the General Booking, book extra shifts on Saturday and Sunday may be removed from such work if they miss:
- 2.1 Three (3) shifts during the fall and winter bookings, or
 - 2.2 Two (2) shifts during spring and summer bookings,
- for reasons such as sickness and work exchanges.

Article 12 – Training Premium

A premium of 50 cents (\$0.50) per hour will be paid to Dispatchers for the authorized hours they are assigned to train other employees about their duties and skills. The training periods, during which the premium is paid, will be based on times and requirements developed by the Employer.

Article 13 – Evening Shift Premium for Fare Box Changers

Fare Box Changers 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 classification rate, a shift premium of fifty (\$0.50) cents per hour for all regular hours worked on such shifts.

APPENDIX E

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 F

WAGE CONTINUANCE PLAN – RULES OF PROCEDURE

The following are the rules of the Wage Continuance Plan described in Appendix G:

1. Leave Application

An application for Wage Continuance Benefits must be completed for all medical absences by the employee and forwarded to the management representative as determined by the Employer and communicated to employees. 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. Medical Certificates

(a) All medical certificates must:

- (i) Justify the absence;
- (ii) Be provided on the City of Ottawa Claim for Sick Benefit and medical Certificates Form – ATU 279, as amended from time to time and provided by the Employer;
- (iii) Be signed by a qualified medical practitioner - A qualified medical practitioner shall include but is not limited to a general practitioner, nurse practitioner, medical specialist, psychiatrist, registered clinical psychologist, physiotherapist, dentist, oral surgeon, midwife, or chiropractor;
- (iv) Contain a prognosis, restrictions where applicable and the expected return to work date.

(b) Medical Certificates if required to be submitted for short term absences (one (1) to three (3) days duration) must be dated and submitted to the Employer by no later than six (6) calendar days from the date of an employee's return to work to qualify for wage continuance. It is understood that the first day of return to work shall count as day one of the six (6) days.

(c) A medical certificate must be submitted to the management representative as determined by the Employer and communicated to employees for each claim of four (4) or more consecutive working days or when requested by the Employer.

- (d) 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.
- (e) In the event a required medical certificate is delayed, the employee should contact the management representative as determined by the Employer and communicated to employees and request special consideration.

3. Employee Responsibilities

It is the employee's responsibility to:

- (a) Ensure that all applications and required medical certificates are fully completed.
- (b) Ensure that all submitted medical documentation clearly identifies the employee by name and employee number.

4. Adjudication of Claims

- (a) The City and the Union agree that Employee Health and Wellness will continue to adjudicate "Wage Continuance" claims as per current practice. This includes but is not limited to
 - 1. Validating claims,
 - 2. Investigating fraud,
 - 3. Ensuring proper medical treatment is sought.

Employee Health and Wellness has the ability to reasonably request medical certification necessary for proper adjudication.

- (b) 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. Leave Application / Medical Certificate Form

The contents of the *City of Ottawa Claim for Sick Benefit and Medical Certificate Form – ATU 279* referred to herein shall be mutually agreed upon by the parties.

6. Uncertified Wage Continuance

- (a) Effective January 1, 2013 and on January 1st of each year thereafter, employees will be credited with a bank of six (6) uncertified days of wage continuance.
- (b) Employees will be allowed to carry-over unused uncertified wage continuance days into the following calendar year.
- (c) An employee's bank of uncertified wage continuance days may never be cashed out or exceed twelve (12) days.
- (d) For clarity, it is understood that the number of days credited in an employee's bank on January 1st of each year will be up to a maximum of six (6) days but cannot result in the employee's bank exceeding 12 days. Days are not credited in the employee's bank at any other time during the year.
- (e) An employee may elect to certify any of his/her absences by providing a medical certificate
- (f) The uncertified wage continuance days are included in the total entitlement to wage continuance defined under Appendix G of the Collective Agreement.
- (g) Once an employee has exhausted their entitlement to uncertified days of wage continuance, the employee will be required to provide a medical certificate for all future absences for the remainder of the calendar year.
- (h) For implementation purposes, an employee will be deemed to have in his/her bank at the end of December 2012 a total of uncertified sick days equal to the difference between six (6) days and the number of uncertified days taken in 2012. For example, if an employee was absent on two (2) days in 2012 without certification, the employee would be deemed to have four (4) days of uncertified leave in his/her bank on December 31, 2012.
- (i) The concept of having to provide a medical certificate for every absence for a period of two (2) years if an employee has been absent for more than six (6) days in two (2) consecutive years is removed
- (j) The requirement and process for medical certification provided under Appendix F of the collective agreement remain applicable.

APPENDIX G

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 Continuance Plan in accordance with the provisions of this Agreement.

- 1.02 “Agreement” as used herein, shall mean this Instrument including any amendments or modifications hereto.
- 1.03 “Benefit Period” as used herein shall mean all periods of time which do not exceed 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 Continuance Plan and the Long term Disability Plan shall mean the complete inability of a Member, during the Benefit period, to perform his/her job or any other 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 Continuance Plan as described in the Collective Agreement.
- 1.09 “Sickness” as used herein shall mean any non-occupational illness or injury which will not become subject of a Claim under the WSIB Act or similar legislation.

ARTICLE 2 – CREATION AND PURPOSE OF PLAN

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

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

The following establishes the rate of pay applicable to employees returning to work on a reduced hours schedule for rehabilitation purposes:

1. Employees temporarily placed in a higher paying job

The employee will receive 100% of the hourly rate of the higher paying job for all work done provided he/she is performing the full range of duties of the job.

The employee will be paid 90% of the hourly rate of the higher paying job for hours where he/she is absent from work as per the reduced hours schedule agreed upon for the rehabilitation plan.

2. Employees performing the full range of duties of their substantive position

The employee will receive 100% of his/her regular wage rate for all hours worked provided he/she is performing the full range of duties of the job.

The employee will be paid 90% of his/her regular wage rate for hours where he/she is absent from work as per the reduced hours schedule agreed upon for the rehabilitation plan.

3. Employees performing 50% or less than the full range of duties of their substantive position or temporarily placed in a lower paying job

The employee will receive 90% of his/her regular wage rate for hours worked and for hours where he/she is absent from work as per the reduced hours schedule agreed upon for the rehabilitation plan.

This arrangement shall not continue beyond the period where the employee's entitlement to Wage Continuance Benefits 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 Labor 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.

APPENDIX H

FARE INSPECTORS

Article 1 – Hours of Work

- *(a) Normal Working Hours**
- Eighty (80) hours in a two (2) week period shall constitute the normal working hours. Schedules will be based on a Monday to Friday daily board.
- *(b) Normal Shifts**
- Normal shifts shall consist of eight (8) and ten (10) continuous hours per day including a thirty (30) minute paid lunch.
- (c) Split shifts**
- There shall be no split shifts in the schedule.
- *(d) Schedules**
- Schedules will be based on a one-week block of eight (8) continuous hours or one (1) week block of ten (10) continuous hours.
- (e) Short Changes**
- The City agrees to structure the shifts in such a manner that short changes (eight (8) hours between shifts) are at a minimum. When a short change occurs the employee will be given reasonable advance notice.
- (f) Information Meetings/Sessions on Regular Workday**
- Employees required to and attending information meetings/training sessions prior to the start of or extending beyond the end of their shift, will be paid at the rate of time and one half (1 ½) for all time spent at the information meetings/sessions in addition to their booked shift.
- (g) Information Meetings/Sessions on Scheduled Days Off**
- Employees requested to and attending information meetings/training sessions on their scheduled day off will be paid a minimum of two (2) hours at time and one half (1 ½).
- (h) Court Duty on Regular Work Day**

Unless otherwise excused by Management, employees will return to their regular duty after completion of their court duty.

Employees will be paid at the applicable overtime rate when their court duty is an extension of their regular workday.

Where court duty is not immediately scheduled before or after an employee's workday, the employee shall receive a minimum of three (3) hours of pay.

(i) Court Duty on Scheduled Days Off

Employees requested to report to work for court duty on their scheduled day off will be paid a minimum of two (2) hours at time and one half (1 ½).

(j) Paid Lunch Break

When employees are on a paid lunch break they shall remain on call in their normal work area.

Article 2 – Overtime

(a) "Overtime" means work authorized by the appropriate Employer representative and,

- i) performed on a scheduled working day in addition to the scheduled working period, or
- ii) performed on a day that is not a scheduled working day.

(b) Employees called upon to work their day off will be paid at the rate of time and one-half (1.5).

(c) Overtime is offered to employees in the appropriate job classification in order of seniority.

(d) Distribution of Overtime

Overtime shall be governed by the following rules and procedures:

- i) The names of the Fare Inspectors wishing to work overtime shall be recorded on a weekly basis. The list will rank Fare Inspectors in order of seniority. Where no Fare Inspector on the list accepts the overtime work, such work will be assigned in reverse order of seniority of all Fare Inspectors.

- ii) Overtime for full shifts shall be offered by seniority to available employees who have indicated their wish to work overtime in accordance with paragraph (i) above. Where no Fare Inspector on the list accepts the overtime work, such work will be assigned in reverse order of seniority of all Fare Inspectors.
- iii) An employee shall not work any combination of booked work and overtime which will exceed sixteen (16) consecutive hours or which will not allow a minimum of eight (8) hours of rest before commencing work again.
- iv) No employee shall be called in during his or her vacation. On the Friday preceding his or her return to work, an employee may call his or her Supervisor up until ten hundred hours (10:00 hrs) to ascertain if there is any overtime available for the following week.
- * (v) Any foreseen or unforeseen extension of a Fare Inspector's regular shift before or after the regular shift will be guaranteed at a minimum of two (2) hours at applicable overtime rates.
- * (vi) Any unforeseen extensions of any shifts up to a maximum of two (2) hours will be assigned to Fare Inspectors who are in service at the time in order of seniority.
- * (vii) An unforeseen shift extension is defined as an unplanned assignment of a Fare Inspector to continue beyond the end of his/her regular shift. Fare Inspectors will be notified two (2) hours before the end of their regular shift of the shift extension.
- * (viii) Management determines the need for shift extensions and/or overtime. All overtime other than unforeseen shift extensions will be offered in accordance with the collective agreement.

* (e) Booking of Vacations

Employees not working any designated or statutory holiday shall be guaranteed their full respective regular rate of pay for that day had they been working.

A special booking shall be in effect for statutory holidays. Statutory holidays shall be booked according to seniority.

(f) Assignment of Work on Statutory and Designated Holidays

Where operational requirements dictate the need to have employees work on a Statutory or Designated Holiday, work will be offered to employees in the applicable classification in order of seniority.

Where no employee accepts to work on the Holiday, such work will be assigned in reverse order of seniority of all employees in the applicable job classification.

Article 3 – Annual Vacations

(a) Booking of Vacations

- (i) Vacations shall be taken throughout the calendar year and the choice of vacation shall be governed and booked at the booking of work shifts. Requests for vacations at other times may be considered and must be submitted in writing at least two (2) weeks in advance.
- * (ii) Scheduling of vacation leave will be based on operational requirements. Employees may select a total of four (4) weeks during the combined prime time periods (summer, Christmas week, New Year's week if it falls in a different week than Christmas and March break).

Article 4 – Uniforms

* (a) Entitlement

All new Fare Inspectors shall be supplied at the expense of the City the following uniform clothing:

- 1.1 5 pairs of pants
- 1.2 10 shirts, choice of short sleeve or long
- 1.3 4 clips on ties
- 1.4 1 reversible rain jacket
- 1.5 3 in 1 jacket
- 1.6 3 pair Epaulettes
- 1.7 1 inner and one outer belt (duty belt)
- 1.8 4 belt keepers
- 1.9 1 pair winter shell pants
- 1.10 1 radio case
- 1.11 1 radio microphone holder
- 1.12 1 pair winter gloves
- 1.13 1 pair of protective gloves (Neoprene or Kevlar)
- 1.14 1 ticket holder
- 1.15 2 sweaters

- 1.16 1 medicinal glove pouch
- 1.17 4 t-shirts
- 1.18 1 winter hat/toque
- 1.19 1 ball cap
- 1.20 Pens upon request
- 1.21 1 key holder
- 1.22 1 flashlight
- 1.23 1 flashlight holder
- 1.24 2 neck warmers (dickie)
- 1.25 1 notebook cover
- 1.26 1 badge and photo ID
- 1.27 Boots: 1 pair of winter boots and 1 pair of summer boots.
Employees in the bargaining unit as of October 9, 2009 will be issued one pair of summer boots.

If equipment is required to conduct fare inspections then management shall provide proper carrying pouches for the belt, such as card readers.

(b) Replacement of Clothing/ Uniform items

Uniforms will be replaced on an as-required basis. Employees will have to demonstrate the need for replacement and bring in uniform items to be replaced.

(c) Damaged or Destroyed Uniforms

If without negligence, any employee's uniform clothing is destroyed or damaged while on duty, the City will repair or replace the said item.

(d) Retention of Uniform upon Leaving the City of Ottawa

Unless otherwise instructed by Management, employees must return the following uniform items as defined in (9)1 above upon leaving their position of Fare Inspector:

- 1.1 to 1.11 inclusive
- 1.15 to 1.17 inclusive
- 1.22 to 1,24 inclusive
- 1.26 and 1.27

Article 5 – Booking of Work

- (a) A booking will consist of pre-determined schedules established by the Employer. The booking remains in effect until the subsequent booking.

- * (b) The City agrees to submit to the Union the most current information relating to the work shifts and schedules for the booking two (2) weeks prior to the booking being posted and further agrees to meet with the Union to discuss proposed changes associated with the booking.
- (c) All work shifts and schedules shall be posted at least two (2) week prior to the booking,
- (d) All bookings shall be the responsibility of the official appointed by the City. The Union shall designate one (1) of its representatives to be available during the booking process should one of the members wish to discuss booking related issues. It is understood, that the representative will carry out his/her normal duties on that day in accordance with his/her schedule.
- (e) All Fare Inspectors shall be booked in accordance with their seniority.
- * (f) Employees unable to attend the booking must advise the Management official in charge of the booking and the Union of their selection in writing prior to the booking. Employees who are unable to attend and have not submitted their selection in writing prior to the booking shall be booked by Management and the Union; such booking shall be final. Employees will be paid one (1) hour at straight time to book their work.
- (g) Bookings of work shall normally be held two (2) times a year. They will normally be held in December and May. Additional bookings may be held in addition to the two (2) bookings a year to meet operational requirements.

Article 6 – Relief Fare Inspectors

Where the Employer decides to fill a temporary vacancy using a Relief Fare Inspector, the following provisions will apply to the Relief Fare Inspector.

- (a) All Relief Fare Inspectors shall be booked in accordance with seniority
- (b) In the event that all Relief Fare Inspectors refuse a piece of work or a shift, the Junior Relief Fare Inspector must accept the piece of work or the shift.

Article 7 – Team Leads

- (a) Team Leads shall be appointed by management following a competitive process based on merit. Where more than one candidate scores seventy percent (70%) or higher in the competitive process, the most senior candidate will be appointed. The Union shall be informed by the Employer concurrent with the appointment.
- (b) Team Leads shall book vacations separate from Fare Inspectors

- (c) Where a Team Lead is absent from a shift, management may assign the most senior Fare Inspector on that shift as the Acting Team Lead.

APPENDIX I

OPERATOR SPAREBOARD RULES AND PROCEDURES

SECTION I

ARTICLE 9 – DAILY BOOKINGS (As outlined in the Collective Agreement)

- 9.1 Dispatchers at the respective Booking Offices shall post the forms provided with the names and numbers of all Spares required to report each day.
- 9.2 Spares shall report at designated time and place of bookings.
- 9.3 Should Spare operators report late, the actual time of report shall be marked opposite their names. In the event Spare operators fail to report, "N.R." (no report) shall be marked opposite their names. Spare operators calling to give reasons for being late or absent shall have such reasons marked opposite their names.
- 9.4 Spare operators who report late shall hold no seniority among the regular qualified Spares, but shall be booked in order of seniority with other late report operators.
- 9.5 Morning Spare operators who call their respective depots and are informed by the Dispatcher that they are not needed may call to the depot of their choice before 08:00 hours and they shall be qualified to hold their own seniority at the 09:30 booking.
- 9.6 When a Daily Booking error affecting Spares can be corrected prior to their next scheduled Booking they will be permitted to attend the Booking and hold their seniority.
- 9.7 Spare operators failing to report in person or call the Dispatcher before 08:00 hours shall not hold their seniority at the 09:30 booking, but shall be booked in order of seniority with other late report operators after the qualified 09:30 Spares.
- 9.8 The Dispatcher in charge of each booking shall list all work known to be open in order to permit Spares to see the open work. Spares shall select work in order of seniority with Early Morning Spares being compelled to book on runs out prior to 06:00 hours.
- 9.9 Should there be more pieces of work than can be covered by Regular Booked Spares, the Dispatcher in charge of the booking, under the direction of the Superintendent of Service shall list only the most important pieces of work that Regular Booked Spares can book. Other work will be listed as D.N.B. (Do Not Book).

- 9.10 The last Spare at the respective bookings must accept the work within the spread time or automatically suspends himself or herself (for that date only). The operator must report the reason for suspending himself or herself to the Transportation Operations Division as soon as possible. The work in question is then to be split up and offered to the other Spares.
- 9.11 Regular Booked Spares at all bookings are permitted in order of seniority to select from the work available regardless of the platform time involved provided the work available can be covered by Regular Booked Spares having due regard to overtime payment controls.
- 9.12 A Spare may turn down work provided there is a Spare behind him or her without affecting his or her seniority provided the open work can be covered by the Regular Spares having due regard to overtime payment controls.
- 9.13 Early Morning and Morning Spares returning to the 09:30 Booking qualify for an eight (8) hour guarantee if there is no work within the Spare's spread which would have enabled the Spare to be paid eight (8) hours. This includes work cut by the Dispatcher.

This guarantee is unavailable to Spares who passed on a day's work at an earlier booking or who have turned down work at the 09:30 Booking which would have enabled them to obtain the eight (8) hour guarantee.

- 9.14 Dispatchers will make every effort to move Spares to an earlier reporting time when they become aware that Early A.M. Spares will be absent from duty for more than one (1) day. On a day-to-day basis, Dispatchers will only move up Spares to an earlier reporting time when deemed necessary. The Spares, regardless of seniority, shall follow the Regular Booked Spares according to seniority. Spare operators moved up to an earlier reporting time will only have to accept work within that spread time.
- 9.15 When the Dispatcher has determined that a Spare shall be moved into an early A.M. slot, the Dispatcher will make every effort to contact eligible Morning Spares in order of seniority to move up if work is available.
- 9.16 Booked operators, including operators booked on straight runs in the morning, shall be permitted to give part of their runs away to the Dispatcher to be booked on by Spares. The parts of the runs given away must not be less than two (2) hours and shall be given away until 08:45 hours at the earliest.
- 9.17 Dispatchers are required to list on separate Spare Operator Sheets the names of operators called in by them or who may report on speculation, together with the time they report. Should the operators concerned be requested to standby, they shall be entitled to reporting allowance if no work is available. If work becomes

available, then the senior operator shall be entitled to such work; he or she shall not be eligible for any reporting allowance. This reporting allowance, when deemed necessary by the Dispatcher, will be treated as platform time.

9.18 **SPARES:**

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

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

9.19 **EARLY MORNING SPARES:**

03:00 - 03:15 - 03:30 - 03:45 - 04:00 - 05:00 - 05:15 - 05:30 and 05:45

9.19.1 The City agrees to provide for ten (10) hour spread for the 03:00 – 03:15 – 03:30 - 03:45 and 04:00 spares with the understanding that the spare must accept any straight run it its entirety. The 05:00 - 05:15 - 05:30 and 05:45 spares do not have to take work that finishes beyond their twelve (12) hour spread.

9.19.2 When there is more work available at the 09:30 Booking than there are Spares, then the Early Morning Spares must accept any work that would not take them outside of their twelve (12) hour spread, including work cut by the Dispatcher.

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

9.20 **BOOKINGS - 06:00 06:15 - 06:30 – 06:45 AND 07:00**

9.20.1 The order of booking shall be as follows:

- (a) all qualified Morning Spares;
- (b) 06:00, 06:15, 06:30, 06:45 and 07:00 Spares and booked operators reporting late.

9.20.2 At the 06:00, 06:15, 06:30, 06:45 and 07:00 Bookings, Spares do not have to take runs finishing after 18:00 (re: 6:00 spares), 18:15 (re: 06:15 Spares), 18:30 hours (re: 06:30 Spares), 18:45 (re 06:45 Spares), 19:00 hours (re: 07:00 Spares). Runs finishing after 18:00 hours, 18:15 hours, 18:30 hours, 18:45 hours and 19:00 hours can be split on request by the Dispatcher after all qualified 06:00, 06:15, 06:30 06:45 and 07:00 Spares have refused the run. If the run is split, it must again be booked in order of seniority.

9.20.3 At the 06:00, 06:15, 06:30, 06:45 and 07:00 Bookings, if required, the City reserves the right to transfer Spares on a daily basis between depots providing transportation is made available (Dispatcher is permitted to retain two (2) Spares to cover any late open work). Transferred Spares may request two (2) and three (3) piece runs be split. Spares may be transferred only if there are no Spares available (including employees seeking additional work) to cover this open work.

9.21 **BOOKINGS - 9:30**

9.21.1 The order of booking shall be as follows:

- (a) All qualified Morning Spares up to and including booked 09:30 Spares. (See Article 9, Subsection 9.6.).
- (b) Spares moved up from 14:30 hours.
- (c) Morning Spares (who did not report in person to their respective depots or called their respective depots before 08:00 hours) and Booked Operators reporting late in order of seniority.
- (d) All other operators who may be seeking additional work in order of seniority, including 14:30 Spares, if permitted by Dispatcher.
- (e) All Spares who return to the 9:30 Booking and accept work shall receive fifteen (15) minutes reporting time pay (non-platform). This reporting pay applies only to employees who have fulfilled their earlier daily work commitment. This provision does not apply to employees who are 09:30 Spares.

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

9.21.3 At the 09:30 Booking. 06:00, 06:15, 06:30, 06:45, 07:00 and 09:30 Spares are not eligible to book on any work that starts at 18:00 hours or later. (Subject to Article 9, Subsection 9.21.2).

9.22 **BOOKINGS - 14:30**

- 9.22.1 The Dispatcher in charge shall list all Spares required to report at 14:30 hours as well as all work available.
- (a) Spares failing to report to the Dispatcher on completion of their trippers or other work finishing prior to 20:30 hours shall lose their guarantee.
 - (b) 14:30 Spares shall have the option of booking relief runs which start prior to 14:30. They shall not be forced on work starting prior to 14:30.
- 9.22.2 The order of booking shall be as follows:
- (a) All qualified 14:30 Spares.
 - (b) 14:30 Vacation Spares in order of seniority. (Subject to Article 4, Subsection 4.2).
 - (c) 14:30 Spares reporting late (if Spares report to the Dispatching Centre).
 - (d) Operators requesting additional work in order of seniority (refer to Article 2).
- 9.22.3 If 14:30 Spares show up on speculation or on request (subject to Article 9, Subsection 9.14) at the 06:00, 06:15, 06:30, 06:45, 07:00 or 09:30 Booking and obtain a full day's work, the Dispatcher is to inform them whether or not they are to report at the 14:30 Booking. If they receive a full day's work at a booking earlier than 14:30, they cannot be forced to report at their official time unless the afternoon report is agreeable to the operator. Operators, if they so desire, may refuse to take the work prior to their official 14:30 report. Should operators refuse to report at the 14:30 Booking, the Dispatcher may, if he or she anticipates a shortage of operators to cover reliefs, etc., refuse to give out work in the morning to the 14:30 Spares.
- 9.22.4 The 14:30 Spares cannot under any circumstances hold two (2) seniorities except in a case of emergency.
- 9.22.5 When a 14:30 Spare receives the call-up and, there are more 14:30 Spares than relief runs and priority work, the Spare will be given the choice of open relief runs, priority work and available long trippers, based on platform time.

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

- 9.22.6 Should an operator receive a short piece of work prior to 14:30, the operator can take his or her normal seniority amongst all other 14:30 Spares at the 14:30 booking. If operators are called in by the Dispatcher because of a possible shortage of morning operators, they shall receive a minimum of two (2) hours standby should they not get work and then take their regular seniority at the 14:30 booking.
- 9.22.7 When a relief run comes open after the completion of the 14:30 Booking and there are no available Spares, the order of booking of 14:30 Spares who have already been assigned peak period work will be as follows:
- (a) 14:30 Spares assigned to trippers or other peak period work returning to the depot, by seniority.
- 9.23 **SPARE OPERATOR BOOKING DISPUTES**
- 9.23.1 Should a dispute arise in reference to Spare operators booking at any of the booking times and at any of the booking depots, the Dispatcher's ruling must be accepted until a final hearing is obtained from the Department of Transportation Staff Relations. Should the ruling favour the operator, a minimum of two (2) hours shall be paid this operator, including all spread variances.
- 9.23.2 When a Daily Booking error affecting Spares can be corrected prior to the next scheduled Booking they will be permitted to attend the Booking and hold their seniority.
- 9.23.3 If a Spare operator has been forced on work by a booking error, a correction will be done as quickly as possible.
- 9.24 Any work that comes open after the finishing time of a Spare's standby will be offered to all available Spares and Scroungers on the basis of seniority. If they refuse the piece of work the last available Spare will be forced to take the first two (2) hours only.
- 9.25 Spares at the 9:30 Booking can select any work which would give them a minimum total of seven (7) hours and thirty (30) minutes platform regardless of finishing time.

SECTION II

SPAREBOARD PROCEDURES (Clarification of)

3:00, 3:15, 3:30, 3:45, 4:00 SPARES

- The City agrees to provide for ten (10) hour spread for “early morning spares” with the understanding that the spare must accept any straight run in its entirety.
- Spares have the option of splitting two (2) and three (3) piece runs finishing past their spread.
- Spares who do not obtain a days work (minimum 7:30 platform) must return to the 9:30 booking.
- The number of noon pieces with a value of two and one half (2.5) hours or more will determine the number of spares who must book work at the 9:30 booking. If there are none of these pieces available when it is the forced spare’s turn to book, the Dispatcher will create a two (2) up to (3) hour loose extra with a time spread between 10:00 and 14:00 hours.
- Spares cannot be transferred to other depots.
- Spares must accumulate four (4) hours and one (1) minute of work within their spread to qualify for an eight (8) hour guarantee. Work performed past spread is paid in addition to their guarantee.
- Should there be more spares than pieces of work at the 9:30 booking, the most senior of these spares will have the option of being excused.
- Standby will not be created at the 9:30 booking for these spares.
- Spares moved up to any of these positions will follow the booked spare by seniority.
- Spares are entitled to bid on posted work which they did not have an opportunity to do so at the General Booking.

5:00, 5:15, 5:30, 5:45 SPARES

- The above spares do not have to accept work which finishes past a twelve (12) hour spread.
- Spares have the option of splitting two (2) and three (3) piece runs finishing past their spread.
- Spares who do not obtain a days work (minimum 7.30 platform) must return to the 9:30 booking.

- Spares returning to the 9:30 booking must accept any work in the P.M. peak (16:30) which does not finish past their spread. This includes work cut by the Dispatcher.
- Spares cannot be transferred to other depots.
- Spares must accumulate five (5) hours and one (1) minute of work within their spread to qualify for an eight (8) hour guarantee. Work performed past spread is paid in addition to their guarantee.
- Should there be more spares than pieces of work at the 9:30 booking, the most senior of these spares will have the option of being excused.
- Standby will not be created at the 9:30 booking for these spares.
- Spares moved up to any of these positions will follow the booked spare by seniority.
- Spares are entitled to bid on posted work which they did not have an opportunity to do so at the General Booking.
- Spares who are excused from the 9:30 booking must have accumulated five (5) hours and one (1) minute at the A.M. booking in order to qualify for the eight (8) hour guarantee.

6:00, 6:15, 6:30, 6:45, 7:00 SPARES

- The above spares do not have to accept work which finishes past a twelve (12) hour spread.
- Spares have the option of splitting two (2) and three (3) piece runs finishing past their spread.
- Spares who do not obtain a days work (minimum 7.30 platform) must return to the 9:30 Booking.
- Spares returning to the 9:30 booking must accept any work in the PM peak (16:30) which does not finish past their spread. This includes work cut by the Dispatcher.
- Spares may be requested to transfer to other depots. Transferred spares may request two (2) or three (3) piece work be split. Transferred spares do not hold their seniority until the 9:30 booking.

- ❑ Spares must accumulate six (6) hours and one (1) minute in order to qualify for an eight (8) hour guarantee. Work performed past spread is paid in addition to their guarantee.
- ❑ All early AM and morning spares returning to the 9:30 booking qualify for the eight (8) hour guarantee if there is no work within the spare's spread (includes work cut by the Dispatcher) which would have enabled the spare to be paid eight (8) hours. This spare guarantee is unavailable to spares who pass on a days work or pass on work at the 9:30 booking within their spread which would have resulted in an eight (8) hour guarantee.
- ❑ When noon pieces finishing between 15:30 and 16:29 cannot be hooked up with another PM piece finishing after 16:30 the Dispatcher will re-classify the noon pieces. The Dispatcher will permit a spare to select this work when it becomes necessary to include it in the street cut. Pay guarantees will be in accordance with those outlined in the Collective Agreement. This is to say for example a 6:00 spare would require six (6) hours and one (1) minute of work to be paid the eight (8) hour guarantee. The default guarantee would still be a minimum of seven and a half (7 ½) hours.
- ❑ When there is more work than available spares at the 9:30 booking, spares may be required to select noon pieces in addition to PM work not to exceed eight and one half (8 ½) hours platform. However, if the spare voluntarily selects a noon piece by seniority, the spare must perform work which may be in excess of eight and one half (8 ½) hours but within spare's spread.
- ❑ When there is no work available for these spares at the 9:30 booking, the Dispatcher will assign spares to standby from 14:30 to 16:30 at designated depots.

9:30 SPARES

- ❑ Daily 9:30 spares do not have to accept work which finishes past 20:59.
- ❑ Spares will be called by the Dispatcher starting at 8:00 and offered work paying eight (8) hours or more which starts on the street at 10:00 or later or work out of the depot at 9:30 or later.
- ❑ Spares who do not select a days work at the 8:00 call-up shall report to a depot of their choice for the 9:30 booking and select work by seniority.
- ❑ The latest finishing late straights and PM pieces will be held for the 9:30 spares reporting to the 9:30 booking.
- ❑ 9:30 spares who are not required to select work at the 9:30 booking will remain on standby from 9:30 to 15:30.

- 9:30 spares who select a PM tripper must remain on standby from 9:30 to 11:30.
- 9:30 spares are entitled to bid on posted work which is classified as day work.
- Spreads on weekends is 20:59.

12:30 SPARES

- Spares will be called by the Dispatcher at 10:30 and offered relief runs starting prior to 14:30.
- Spares who do not book a days work at the 10:30 o'clock call-up shall select by seniority from designated standby slots at 12:30.
- Spares who are not required to select work must remain on standby from 12:30 to 18:30.
- When there are more 12:30 spares than relief runs the spares have the option of moving to 9:30 when requested by the Dispatcher.
- 12:30 spares are entitled to bid on posted day or relief runs.
- 12:30 Spares are entitled to a eight (8) hour guarantee provided they have not turned down a days work at the 12:30 booking.
- 12:30 Spares have a spread time of eleven and one half (11 ½) hours with the understanding that the Spare must accept any straight run in its entirety which can be completed within a twelve (12) hour spread time.

14:30 SPARES

- Spares will be called by the Dispatcher at 11:30 and offered relief runs starting at 14:30 or later.
- Spares who do not book a days work at the 11:30 call-up shall select by seniority from designated standby slots at 14:30.
- Spares who are not required to select eight (8) hour relief runs at the 11:30 call-up have the option of booking split relief work for a seven and half (7 ½) hour guarantee or reporting for 14:30 standby.
- Spares who are not required to select work must remain on standby from 14:30 to 20:30.

- 14:30 spares who are “forced” on a work bus at the 11:30 call-up will not be required to report for their AM piece on the following day. The spare will be compensated for the a.m. piece of work which is covered.
- 14:30 spares who turn down a days work at the 11:30 call-up and report for 14:30 standby will not be considered as “forced” and are not compensated should they book off the next days AM piece.
- Relief runs starting on the street between 14:30 and 15:30 are designated as priority work.
- Work bus runs on Friday will be designated as priority work.
- When there are more 14:30 spares than relief runs the spares have the option of moving to 9:30 when requested by the Dispatcher.
- 14:30 spares are entitled to bid on posted relief run.
- 14:30 spares are not forced on relief runs starting prior to 14:30 but have the option of choosing such work.
- 14:30 spares are entitled to an eight (8) hour guarantee provided they have not turned down a days work at the 14:30 booking.

SECTION III

GENERAL GUIDELINES

SPLITTING OF WORK

- Spares can split work which finishes past their spread.
- Spares can split two (2) or three (3) piece runs when transferred.
- Early AM spares can split two (2) or three (3) piece runs if they miss a straight run due to spares refusing to move up.
- Spares who have completed AM standby requirements and remain in depot are only required to work first two (2) hours of run.

8 HOUR GUARANTEE AT 9:30 BOOKING

- All early morning and morning spares returning to the 9:30 booking qualify for an eight (8) hour guarantee if there is no work within the spare's spread (includes work cut by the Dispatcher) which would have enabled the spare to be paid eight (8) hours.
- This spare guarantee is unavailable to spares who pass on a days work or pass on work at the 9:30 booking within their spread which would have resulted in an eight (8) hour guarantee.
- Spares who do not qualify for the eight (8) hour guarantee will receive the minimum guarantee of seven and a half (7 ½) hours pay.

POSTED WORK

- Early AM and morning spares (including 9:30) are entitled to bid on runs and spare positions classified as day work.
- 14:30 spares are entitled to bid on only relief runs.
- General spares who are forced to book less than fifty percent (50%) of their two (2) week work assignments as 14:30 spare due to morning positions being unavailable, are permitted to book on day work.
- Weekend 14:30 spares are permitted to book on open posted day runs only after all regular day spares have had an opportunity to bid.
- When early morning spares have bid on posted work, the vacated spare position will in turn be posted. During the period of open bidding, the Dispatcher will make every attempt to move a spare to this position.
- Floating and vacation spares are not permitted to bid up on posted work.

OVERTIME CONTROLS

- Regular booked spares at all bookings are permitted in order of seniority to select from the work available regardless of the platform time involved provided the work available can be covered by regular booked spares having due regard for overtime payment control.
- Spares who report to the 9:30 booking with AM standby only can be required to work eight (8) hour runs within their spread ahead of senior spares who have AM platform hours.

- 14:30 spares on standby are required to select eight (8) hour relief runs ahead of 14:30 spares who have selected PM work.
- When there are more spares than work spares may select work with a combined platform time not to exceed nine and one half (9 ½) hours.
- Operators who do not report on time for their normal work hold seniority over scroungers.
- Spares may move to an earlier spare position despite the presence of scroungers.

SPARES REPORTING LATE

- Late reporting spares in the morning follow all qualified spares and will hold seniority amongst other late operators. They will book before scroungers have an opportunity to do so.
- Spares who do not report in the AM must report to a depot of their choice by 8:00 in order to hold their seniority at the 9:30 booking.
- Spares unavailable for their call-up may be given work by the Dispatcher if they contact the Dispatcher before 14:30.

STANDBY REQUIREMENTS

DAILY

3:00 to 6:00 spares	Until 8:00
6:15 spares	6:15 until 8:15
6:30 spares	6:30 until 8:30
6:45 spares	6:45 until 8:45
7:00 spares	7:00 until 9:00
9:30 spares	9:30 until 11:30 (with work)
	9:30 until 15:30 (no work)
12:30 spares	12:30 until 18:30
14:30 spares	14:30 until 20:30

SATURDAY, SUNDAY & SIMILAR STATUTORY HOLIDAYS

3:00 to 5:45 spares	Until 9:30 booking
6:00 spares	until 12:00

6:15 spares	until 12:15
6:30 spares	until 12:30
6:45 spares	until 12:45
7:00 spares	until 13:00
9:30 spares	until 11:30 (with work) until 15:30 (no work)
12:30 spares	until 18:30
14:30 spares	until 20:30

SECTION IV

ARTICLE 13 – PAY ALLOWANCES (As outlined in the Collective Agreement)

- 13.1 If elapsed time between pieces of work is one (1) hour or less, through time on such runs shall be paid provided such runs are assembled by the City. A Spare who works such a run shall also be paid through time if he or she performs the work on both sides of it.
- 13.2 (a) Operators who have a full day’s work and take an additional piece of work shall receive not less than two (2) hours pay time.
- (b) Operators required to work pieces of less than two (2) hours duration shall be guaranteed two (2) hours for such work. The two (2) hour guarantee is to include any pay through, standby or make up time when concurrent. When two pieces of work overlap because of guarantees, operators shall be paid from the time they report on the first piece of work until they return on the last piece of work.

I.E. 07:00 SPARE

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

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

TOTAL PAY FOR WORK = 2 Hours

- (c) For the purpose of calculating the hours required to entitle a Spare to eight (8) hours pay, it is recognized that platform hours, standby hours and make-up time will be considered for daily guarantee purposes.

- (d) The minimum daily guarantee for all Spares shall be seven and a half (7 ½) hours pay except where otherwise specified in the Spareboard Rules and Procedures.
- 13.3 Operators booked as 03:00, 03:15, 03:30, 03:45, 04:00, 05:00, 05:15, 05:30 and 05:45 Spares shall be paid from the time they report until the time they go out on runs up to 08:00 hours. To be eligible for daily guarantees, Spares shall report to the 09:30 hours Booking.
- 13.4 (a) Operators booked as 03:00, 03:15, 03:30, 03:45, and 04:00 Spares shall be paid a minimum of seven and a half (7 ½) hours pay including all morning reports up to and including the 09:30 Booking and a minimum of eight (8) hours pay if work received exceeds four (4) hours working time provided all booking rules have been complied with.
- (b) Operators booked as 05:00, 05:15, 05:30, and 05:45 Spares shall be paid a minimum of seven and a half (7 ½) hours pay including all morning reports up to and including the 09:30 booking, and a minimum of eight (8) hours pay if work received exceeds five (5) hours working time, provided all booking rules have been complied with.
- (c) Operators booked as 03:00, 03:15, 03:30, 03:45, 04:00, 05:00, 05:15, 05:30 and 05:45 Spares shall be paid from the time they report until the time they go out on runs until 08:00 hours.
- 13.5 (a) Operators booked as 06:00, 06:15, 06:30, 06:45 and 07:00 Spares shall be paid a maximum of two (2) hours reporting allowances provided they do not leave the Booking Office before 08:00 hours, 08:30 hours or 09:00 hours and provided all booking rules have been complied with.
- (b) Operators booked as 06:00, 06:15, 06:30, 06:45 or 07:00 Spares shall be paid from the time they report until the time they go out on runs up to 08:00 hours, 08:30 hours and 09:00 hours respectively. To be eligible for daily guarantees, Spares must report to the 09:30 Booking. Those spares who book work at the 9:30 booking finishing beyond their spread will be paid this time in addition to their spare guarantee.
- (c) The City guarantees to Spare operators, seven and a half (7 ½) hours pay for each scheduled day worked, and for work in excess of six (6) hours platform time, a minimum of eight (8) hours pay, provided all booking rules have been complied with.
- (d) Operators booked on loose pieces must take a minimum of two (2) days off during a two (2) week pay period.

- (e) The minimum of seventy-six (76) booked hours in a pay period will not apply to operators who are unable, at the General Booking, to book work with four (4) days off in a single pay period.

These operators will be permitted to select one (1) additional day off at the General Booking and their pay will be adjusted to reflect the reduced number of hours.

- 13.6 (a) Operators who are booked as 09:30 Spares and receive work assignments by telephone from 08:00 hours shall receive a call-up allowance of thirty (30) minutes pay.

Operators booked as 09:30 Spares who are required to report to a depot to select work assignments shall be paid from 09:30 hours until the time they go out on runs up until 11:30 hours.

- (b) Operators booked as 09:30 Spares shall be paid a minimum of seven and a half (7 ½) hours pay and a minimum of eight (8) hours pay if work received exceeds six (6) hours actual working time, provided all other booking rules have been complied with. In order to qualify for the seven and a half (7 ½) or eight (8) hours pay, 09:30 Spares must accept any work available that would not take them beyond 20:00 hours on weekends or 20:59 daily. If no work is available, operators shall be required to standby from 09:30 hours to 15:30 hours to receive their seven and a half (7 ½) hours pay.

- 13.7 (a) Operators booked as 14:30 Spares are required to be available from 11:30 hours to select their work assignments over the telephone. The City will pay thirty (30) minutes call-up pay to 14:30 Spares who actually receive their work assignment or standby by telephone.

- (b) Operators booked as 14:30 Spares, when required to report at 14:30 hours, shall be paid from the time they report until the time they go out on runs up until 16:30 hours.

- (c) All 14:30 spares qualify for an eight (8) hour guarantee if there is no work offered at the 11:30 call-up or 14:30 report which would have enabled the spare to be paid eight (8) hours. 14:30 spares who pass on a day's work or work which could have resulted in an eight (8) hour guarantee will receive a minimum of seven and a half (7 ½) hours pay. If no work is available, Spares shall be required to standby until 20:30 hours to receive their seven and a half (7 ½) hours pay.

- 13.8 The City guarantees to operators engaged in Charter Sightseeing work, a minimum of three (3) hours pay for any Charter Sightseeing work, providing there is no overlap in pay time.

- 13.9 (a) Operators booking on morning Peak Hour Trippers or pieces of runs and afternoon Peak Hour Trippers or pieces of runs until 16:30 hours or later with platform time of four (4) hours and thirty (30) minutes or more shall receive a minimum guarantee of six (6) hours pay for such work. The six (6) hours will be treated as if it were platform time in calculating overtime entitlement after eight (8) hours work in a day or after eighty (80) hours of work in a two (2) week pay period. When the application of “Maximizing Straight Runs” is in effect the above requirement to be working at 16:30 is waived.
- (b) Such operators booking on platform work of seven (7) hours and thirty-six (36) minutes or booking on platform work of less than that but which requires seven (7) hours and thirty-six (36) minutes to complete will receive a minimum of eight (8) hours pay. Operators who book six (6) hours or more of platform time are not required to work after 16:30 hours.
- 13.10 The City agrees that Spare operators transferred from one depot to another will be paid a non-platform allowance not to exceed thirty (30) minutes. If operators wish to return to the original depot, they must return when transportation is made available.

LETTER OF UNDERSTANDING #1

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: WIND UP of the OC TRANSPRO EMPLOYEE PENSION PLAN

The parties agree that when the wind-up of the OC Transpo Employee Pension Plan happens the following shall occur:

1. In the same event that the amendment to improve the pre-1981 service on the same basis as post 1980 service resulted in the OC Transpo Employee Pension Plan having a solvency deficiency as defined in the Pension Benefits Standards Regulations, 1985 as at the date on which any actuarial valuation report is required to be prepared, any such deficit would be handled as follows:
 - i. The City of Ottawa would amortize any deficit over five (5) years, or such longer period, as may be permitted under applicable law.
 - ii. Any actuarial gains experienced by the Pension Plan would be first applied to the deficit during the amortization period.
 - iii. Any deficit payments made by the City of Ottawa to the OC Transpo Employee Pension Plan would be carried forward as a plan expense at an interest rate equivalent to the greater of the pension plan fund of return and [a CANSIM long-term bond rate to be agreed by the parties] in effect at the beginning of each month commencing from the deficit payment date. The City of Ottawa's entitlement to be paid the accumulated amount of the deficit payments plus interest will be the first call on any surplus in the event of the wind-up of the Pension Plan.
2. Subject to the requirements of applicable law, on the wind up of the Pension Plan, the portion of the wind-up surplus attributable to the liabilities of those Pension Plan members who were members of ATU, Local 279, if any, shall be subject to the City of Ottawa's entitlement set out in paragraph 1 (c)
3. Any remaining surplus shall be divided in accordance with the terms of the OC Transpo Employee Pension Plan i.e. any remaining surplus will be shared by the City of Ottawa 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.

4. 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 a fair distribution and will be assisted by the Plan Actuary in consultation with the appropriate Pension Regulating Authorities.

Dated in Ottawa, Ontario this 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

***LETTER OF UNDERSTANDING #2**

**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.

New members of the Peer Support Network will be provided training that will include but will not be limited to, modules on conflict resolution, EAP counselling, anti-harassment and discrimination training.

The Employer agrees to maintain a sufficient number of members to respond to peer support requirements.

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

Dated in Ottawa, Ontario this 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

LETTER OF UNDERSTANDING #3

**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 Transit Operations, Transit Fleet Maintenance, and Transit Capital Projects & Facilities Management Branches and 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 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

LETTER OF UNDERSTANDING #4

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. 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. 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. The practice of paying overtime after 80 hours in a pay period on those hours which do not attract overtime will continue.
6. 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.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

For the Union

“original signed by Sheldon Marcellus”

For the Employer

LETTER OF UNDERSTANDING #5

**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.

Employees are allowed to book only two (2) pieces of work. This choice is to cover all work types.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

For the Union

“original signed by Sheldon Marcellus”

For the Employer

LETTER OF UNDERSTANDING #6

**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 or thirty percent (30%) of the relief runs, whichever is greater, 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.

Project parameters:

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.
6. Employees are allowed to book only two (2) pieces of work. This choice is to cover all work types.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

“original signed by Sheldon Marcellus”

For the Union

For the Employer

***LETTER OF UNDERSTANDING #7**

**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 Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches 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 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 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

LETTER OF UNDERSTANDING #8

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

**RE: PILOT PROJECT FOR 10 HOUR SHIFTS IN TRANSIT FLEET
MAINTENANCE AND TRANSIT CAPITAL PROJECTS & FACILITIES
MANAGEMENT BRANCHES**

The parties agree, without precedent or prejudice, to continue with the pilot project in the Transit Fleet Maintenance and Transit Capital Projects & Facilities Management Branches, 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 Manager, Transit Fleet Maintenance and the Manager, Transit Capital Projects & Facilities Management 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 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

LETTER OF UNDERSTANDING #9

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: SALARY ADVANCES AT THE COMMENCEMENT OF EMPLOYMENT

Employees who on commencement of employment were issued pay advances by the City, will be allowed 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 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

LETTER OF UNDERSTANDING #10

BETWEEN
CITY OF OTTAWA

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: LIGHT RAIL SERVICE

The parties agree to the following Light Rail Operating and Booking procedures. This Letter of Understanding supersedes any and all previous Letters of Understanding associated with Light Rail Operations.

1. Booking Procedures

a) Booking Process

Qualified Light Rail Operators who book full time shifts at their General Booking must commit to these shifts for the duration of that booking period. If a Light Rail Operator wishes to return to the reserve role, they must give notice to the Booking Section prior to the commencement of the next Transit Operator General Booking in order to book as a transit operator. A qualified Light Rail Operator on the reserve list will then be offered the vacant position by seniority and will participate in the next Light Rail Operator General Booking.

b) Seniority

Work will be selected by seniority. Light Rail Operators will book in accordance with their currently established Light Rail Operator seniority until the expansion of the Light Rail System. (See Letter of Understanding 11)

c) Vacation Entitlement and Coverage

- Vacation shall be taken throughout the calendar year. Choice of vacations shall be governed by Unit seniority.
- A minimum of four (4) employees at any time shall be permitted to take vacation during the summer booking period only.
- A minimum of four (4) employees shall be permitted to take vacation during Christmas, New Years', and March Break Week only.
- The booking of vacation shall be held at the same time as the General bookings.

- While these Light Rail Operators are on vacation, operators who are qualified and unassigned Rail Operator will replace them. Should the senior operator decline the work, the work will be covered by the most junior operator.
- A Light Rail Operator may book up to four (4) weeks of vacation between May 1st and September 30th. Light Rail Operators who book four (4) weeks of vacation during this time frame may only book on (1) week 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 in prime time vacation periods until all other Light Rail Operators have had a chance to book.

d) Days Off Entitlement and Coverage

- Light Rail Operators who select work shifts 8:54 or more may take five (5) days off but must take a minimum of four (4) days off during the two (2) week cycle.
- Should there be a sufficient number of days off available upon completion of the booking process, then a general spare shift will be created.
- Days off to be offered will be Mondays and Fridays, though there will be the opportunity to book Tuesday, Wednesday and Thursday as well. This scheduling is subject to operational requirements and may be adjusted as the operation grows.

e) Overtime

- Any weekend work not booked, as part of the regular booked work shifts will be offered first by seniority to the spare Light Rail Operator who works as a bus driver on the days in question. These Light Rail Operators can pre-book these shifts on their regular day to work at the General Booking.
- Overtime will be booked four (4) weeks in advance
- Any shifts not covered in the first two bullets will be booked by overtime on a seniority basis with the most junior Light Rail Operator forced to work when necessary.

f) Work Exchange

Light Rail Operators will be permitted to perform work exchanges provided it does not interfere with their regular work assignments as per Transport Canada Operating Procedures. Light Rail Operators will be allowed to do two-way exchanges only on Statutory Holidays.

g) Booking Off

Light Rail Operators will contact the Control Centre when booking off during their shift. When booking off in advance, the Light Rail Operator is to call the Booking Office during office hours. Outside regular office hours, they are to call the Dispatcher's office.

*h) Spare Board

Light Rail Operators who do not book full time Light Rail shifts will comprise the Light Rail spare board. In addition a morning spare position will be created at the Advanced Booking. This spare position will be reserved for a Light Rail Operator who will book this position by seniority. This position will cover all known day shifts, which come available. Should there be no open Light Rail Operator shifts available then the Light Rail Operator spare will book by seniority along with the other conventional transit spares at 6:00 a.m. Light Rail spare will be permitted to book on any work, which complies with Transport Canada rules. The spare will report to St. Laurent at 5:15 a.m.

i) Statutory Holiday

Open shifts on Statutory Holidays will be booked by seniority to Light Rail Operators. Shift exchanges will be permitted by qualified Light Rail Operators provided there is no interference with regular booked work. Light Rail Operators will be allowed to do two-way exchanges only on Statutory Holidays.

Should the Light Rail Operator work be unavailable the operator will be permitted to book as a conventional operator.

2. Scheduling and Run Cut

a) Facilities

- Employees who book on Light Rail day shifts will report to Walkley Yards.
- Employees who book on Light Rail night shifts will be transported to their shift. Once the orders have been delivered, the day shift will be transported back to Walkley Yards.
- Suitable facilities, including lockers will be provided at Walkley Yards. These facilities will be provided on a without precedent and prejudice basis and may be altered at any time. Should the facilities be unavailable the day shift operators will report to St. Laurent.

b) Hours of Work

Light Rail shifts will be cut at approximately nine and one-half (9.5) platform hours Monday through Friday.

c) Overtime

Runs cut at over eight (8) hours platform will not attract overtime on a daily basis, however, overtime will apply once an employee has reached eighty (80) hours platform.

d) Relief Operators

Management has a responsibility to relieve the Light Rail Operator as quickly as possible in the case of a no relief. Any Light Rail Operator not relieved within one hour of the end of his/her booked shift will receive compensation equal to that amount in excess of the one hour.

3. Training

*a) Refresher Training

Transport Canada requires that Light Rail Operators participate in a regular refresher-training program to ensure skills are maintained. A schedule will be developed to provide ongoing refresher training with the understanding that days off will be honoured.

When mentoring is required, the mentor will receive a premium of \$1.00 per hour.

b) Replacement for Establishment Position

A posting for replacement Light Rail Operators will only occur when it is deemed necessary by Transit Management. The loss of one establishment position would not warrant a posting and the subsequent training arrangements.

c) Minimum Requirements

- All Light Rail Operators will book a minimum of three full shifts per quarter in order to maintain their Light Rail Operator status. Failure to meet the minimum requirements may result in removal from the Light Rail Operator roster.
- Light Rail Operators on approved leave who are unable to meet this requirement must complete a training refresher prior to returning to train operation.

d) Boot Allowance

- Operators who book or are required to perform Light Rail duties shall be eligible for the safety boot allowance annually of \$150.00.
- Operators shall be eligible to receive the allowance again after they have completed 1040 hours of Light Rail duties and at least one (1) year has expired since the previous payment.
- All shifts or part shifts worked as a Light Rail Operator shall count as eight (8) hours towards the total required hours. Full shifts of 9.5 hours will be counted as 9.5 hours towards the total hours required.
- It is recognized that there are circumstances (i.e. work related incidents, nature of work) where consideration should be given for additional replacement. Such requests must be made in writing to Management.

e) DMU Incentive

A diesel multiple unit incentive of two dollars per hour will be paid for all hours worked as a Light Rail Operator. This incentive will be applicable to productive hours only (the incentive will not apply to sick leave or vacation time). This incentive is applicable to DMU trains only and will not be applied to any other technology. The DMU incentive will be deemed pensionable earnings.

*f) Clothing

Qualified Light Rail Operators on the reserve list may use their Uniform points as outlined in Section (9)2 – Clothing in order to procure the items below.

<u>Item</u>	<u>Point Value</u>
Cargo Pants	8 points
Belt	3 points
Shorts	7 points

The cargo pants will only be worn when performing Light Rail duties

- *4. Shutdown for Maintenance and Repairs
Should a shutdown for maintenance and repairs occur, full-time Light Rail Operators shall not lose any wages for the duration of the current booking provided they booked the maximum allowable regular hours (excluding overtime) as a Bus Operator in accordance with seniority. Should the shutdown continue into a subsequent booking period, the Operator will work his/her booked Bus Operator hours and be paid his/her Bus Operator rate of pay until the Operator returns to service as a Light Rail Operator.

This letter of understanding shall be in force for the following time frame: whichever is the shorter of the two following conditions, the duration of the Collective Agreement or

for the period of time in which the service operates between Bayview and Greenboro stations with two Talent Trains.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

“original signed by Sheldon Marcellus”

For the Union

For the Employer

LETTER OF UNDERSTANDING #11

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

**RE: LIGHT RAIL OPERATOR'S SENIORITY UPON TRANSITION TO THE NEW
ELECTRIFIED LIGHT RAIL TRANSIT SYSTEM**

The following seniority rules will apply to qualified Light Rail Operators on the "reserve list" upon transition from the O-Train Operation to the new Electrified Light Rail Transit System.

- 1) Qualified Light Rail Operators on the "reserve list" as of September 17, 2008 will be given the opportunity in order of seniority to be appointed to open Light Rail Operator positions and consequently work exclusively as Light Rail Operators. It is understood that Management will determine the number of open exclusive Light Rail Operator positions.
- 2) The Bus Operator seniority of those who elect to be appointed to a Light Rail Operator position as per paragraph 1 above will be frozen effective on their appointment date. These employees will, from then on, assume Light Rail seniority as per the agreed to seniority list. Employees appointed as per paragraph 1 above who resign from their Light Rail Operator position will lose their Light Rail seniority. They will then accumulate Bus Operator seniority from the point it was frozen when performing Light Rail duties as per Letter of Understanding no. 12
- 3) The appointed Light Rail Operators will select work in advance of Operators identified in Letter of Understanding no. 12 Start Up of Expanded Light Rail Operations
- *4) Effective September 17, 2008, any Bus Operator added to the "reserve list" until the startup of expanded Light Rail Operations will continue to accumulate Light Rail seniority. This will be so identified in all new job postings for Light Rail Operator positions.

Dated in Ottawa, Ontario this 8th day of July 2013.

"original signed by Craig Watson"

For the Union

"original signed by Sheldon Marcellus"

For the Employer

LETTER OF UNDERSTANDING #12

BETWEEN
CITY OF OTTAWA

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: Start-up of Expanded Light Rail Operations

All provisions of the collective agreement applicable to Bus Operators are applicable to Light Rail Operators with the following additions/exceptions.

The provisions herein will become effective upon commencement of initial light rail training and System Acceptance Testing for the new Electrified Light Rail Transit System (ELRTS). It is understood that Letter of Understanding No. 12 will continue to apply to the O-Train operations in effect as of date of ratification of this collective agreement.

Definitions

Booked Light Rail Operators shall mean all Light Rail Operators who have selected and been assigned to light rail work as follows:

1. A full light rail run
2. A combination of light rail and bus work (mixed mode work)
3. The Light Rail spareboard.

Contingency Light Rail Operator shall mean a Bus Operator who has declared their intention to work on Light Rail by March 30 for the following year, has been accepted by Management to work Light Rail, has successfully completed light rail training and is certified to operate a light rail vehicle. Contingency Light Rail Operators will select bus work.

Mixed Mode work shall mean a combination of light rail and bus work and is considered to be light rail work.

Booking Rules

1. Light Rail Operators will book in accordance with their Bus Operator seniority.
2. Mixed mode work may be necessary both for regular and spareboard Light Rail Operator work. Where full days of light rail work are not available, the employee may combine light rail and bus work pieces to achieve a full days work.

3. Light Rail Operators vacation will be selected by order of seniority, within the current booked light Rail Operator group. This vacation booking will be separate from the Bus Operators vacation booking.
4. Operators who fail to successfully complete training and fail to become certified as light Rail Operators prior to the commencement of the December booking selection period will book Bus work.
5.
 - a) Bus Operators must declare their intention to work light rail work once per year by March 30 for the following year. This declaration must be done in writing on the form provided by the Employer and must be renewed every year.
 - b) Having so declared, Bus Operators must commit to book light rail work for a minimum of one (1) year commencing with the December booking.
6. The number of Bus/light Rail Operators declarations accepted will be determined according to operational requirements. In addition to the number of regular and spareboard Light Rail Operators, management will determine the number of Bus/light Rail Operators that will be trained and placed on a Light Rail Operator contingency list. Light Rail Operators on the contingency list will select bus work.
7. During the course of a booking, Management may activate additional Light Rail Operators to the light rail spareboard. These additional positions shall be offered in order of seniority from the light Rail Operator contingency list to cover operational requirements. These Light Rail Operators will relinquish booked bus work for this period. When these Light Rail Operators are no longer required for light rail service, they will revert back to bus operation and be returned to their booked work.
8. If the number of light Rail Operators is insufficient to satisfy light rail operational requirements, Bus Operators will be transferred from bus to light rail in reverse order of seniority.
9. Where a Bus Operator on the light Rail Operators contingency list is transferred to light rail work, the employee will be paid the greater of their booked bus work or their assigned light rail work. This will be applicable for the duration of the light rail assignment or until the end of the booking period, whichever is shorter.
10. The Booking Office will provide notification to affected light Rail Operators on the Light Rail Operators contingency list of their changing status prior to transferring from bus operation to the light rail spareboard or from light rail spareboard back to bus operation.

Training/Qualifications

1. In order to be considered for the position of Light Rail Operator, employees must hold a substantive position as an active Bus Operator.
2. Every Light Rail Operator shall be properly certified to operate a light rail vehicle. Light Rail Operators shall be proficient in the rules and regulations covered by the Light Rail Operator's manual. Light Rail Operators may be subject to an examination in the said rules and regulations from time to time.
3. Light Rail Operators must maintain a valid "CZ" licence at all times.

Work Rest Rules

Work rest rules as amended from time to time and approved by the appropriate level(s) of government shall apply to Light Rail Operations including mixed mode work.

Light Rail Start-up Period

The parties will meet to revise the dates contained in this Section once the start-up dates of the new Light Rail system have been established.

It is understood that the following one-time only exceptions will apply to the System Acceptance Testing and initial light rail training period immediately preceding the initial light rail start-up and the period up to the December 2010 booking:

1. Bus Operators will declare their intention to book light rail work prior to the System Acceptance Testing and initial training period at a time designated by management.
2. Work prior to the initial light rail startup will involve train operation for System Acceptance Testing and initial light rail training. At that time, Management will determine operational requirements and adjust work assignments accordingly.
3. Bus Operators who declare their intention to book light rail prior to the initial light rail start up must commit to book light rail work up to the December, 2010 booking.

This Section of the letter of understanding will expire upon the commencement of the revenue service for the North-South Light Rail line scheduled to open in the Fall 2009.

Interim Review

The Employer and the Union will meet to discuss and resolve outstanding issues in order to ensure the smooth transition of Light Rail start-up. The parties will also work in cooperation to review and amend, as required, the provisions contained in this letter of understanding after the first booking following commencement of revenue service of the new Electrified Light Rail Transit System (ELRTS).

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

“original signed by Sheldon Marcellus”

For the Union

For the Employer

LETTER OF UNDERSTANDING # 13

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: UNIFORMS

1. It is agreed that the Uniform Committee will discuss the addition/replacement of uniform items.
2. It is understood that the total point allocation will not be increased and the addition of new items will not result in any additional cost to the Employer.
- *3. It is also understood that the addition of new items replacing similar items currently in stock will not be instituted until full depletion of existing stocks for the garment(s) being replaced.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

For the Union

“original signed by Sheldon Marcellus”

For the Employer

LETTER OF UNDERSTANDING #14

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: EXPEDITED MEDIATION ARBITRATION PROCESS

Whereas it is recognized by the parties that the expeditious resolution of workplace disputes is mutually beneficial, the parties agree to jointly develop terms of reference for an expedited mediation-arbitration process within ninety (90) days of ratification of the Collective Agreement.

The parties further agree to proceed with this process on a trial basis during the life of the contract.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

For the Union

“original signed by Sheldon Marcellus”

For the Employer

LETTER OF UNDERSTANDING #15

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

**RE: APPENDIX A – SALARY SCHEDULES
– JOB TITLES AND JOB KEY NUMBERS**

During the life of the current collective agreement, the parties agree to meet and finalize all job titles and job key numbers that will appear in Appendix A.

The parties assert their intent is to conclude this exercise prior to the expiry date of the current collective agreement. It is understood that the finalized list of all job titles and job key numbers will appear in the subsequent collective agreement and that any future revisions to job titles and job key numbers contained in Appendix A will be made by the City of Ottawa provided notification is provided to ATU Local 279.

Dated in Ottawa, Ontario this 8th day of July 2013.

“original signed by Craig Watson”

“original signed by Sheldon Marcellus”

For the Union

For the Employer

LETTER OF UNDERSTANDING #16

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 279

RE: LONG TERM DISABILITY BENEFITS

The City of Ottawa and ATU 279 mutually agree that the Insured Long Term Disability (LTD) benefit under the Manulife Policy #17582 in the name of the OC Transpo Employee Benefit Trust (The "Trust") will be terminated on the last day of the 4th month following the last date of ratification, unless more time is required to set up a new plan.

A new self insured administration services only (ASO) Long Term Disability policy will be established based on the insured plan with the City of Ottawa named as the policyholder on the following day. The City of Ottawa will be responsible for all costs and future liabilities.

Any payments from the terminal accounting of the insured LTD plan will be transferred to the new ASO LTD self insured plan. Any balance in the insured LTD guaranteed deficit reimbursement agreement will be paid by the ASO LTD plan.

The compensation payable to the management and union consultants will be changed from splitting 0.75% of premiums to a fee for service basis. The City of Ottawa and the ATU Local 279 agree that the Consultants' invoices will be issued from the effective date on a quarterly basis for the sum (excluding taxes) of \$5,000 to an annual maximum of \$20,000. This accounting process is on a go forward basis only as the effective date of the ASO agreement. The invoice details will only include "For services rendered for the ASO LTD Plan". The Consultants' invoice will be addressed to the City of Ottawa for payment, with a copy provided to ATU Local 279.

The ASO LTD policy is to be administered on the same basis as the insured plan.

The LTD benefit will remain under the Welfare Trust Fund.

The Trust will continue to be provided with semi-annual LTD claim reports from Manulife. The ATU 279 and the Trust will not be involved in any LTD funding decisions, financial disclosures, or any reserve funds set up for the plan.

The ATU 279 can continue to advocate on behalf of their disabled members in the same fashion as has been the case under the insured LTD plan.

If an employee's claim has been denied or terminated, the current claims resolution process will be retained and the employee may use the 3 step appeal process with the ASO LTD provider followed by civil litigation against the City of Ottawa. The grievance process will not be used.

Both the City and the Union will not intervene in the claims adjudication process under the ASO LTD plan.

The applicable social tax administration will be out sourced to a third party administrator, currently Coughlin & Associates, but subject to change from time to time.

Both parties agree that any change to the contents of this document must be mutually agreed in writing and duly approved by the parties.

Dated in Ottawa, Ontario this 8th day of July 2013.

"original signed by Craig Watson"

"original signed by Sheldon Marcellus"

For the Union

For the Employer

This agreement does not form part of the main body of the Collective Agreement and will expire upon expiry of this Collective Agreement unless extended by the mutual agreement of the parties.

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 6:00 every day.
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.

13. All hours booked at the General Booking will be recognized as platform hours while performing the position of Booking Clerk for the purposes of determining overtime.
14. Booking Clerks who can schedule vacation during the Booking period will be permitted to take their vacation providing they can be replaced.
- *15. The City agrees that when the Computerized General Booking (LOU #3) comes into effect the City will use the current Booking Clerks, at that time in order of seniority to staff any required positions.
- *16. Booking Clerks will receive a premium of \$0.50/hour while working the Booking.

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

*Memorandum of Agreement

Between

The City of Ottawa (The City)

And

The Amalgamated Transit Union, Local 279 (The Union)

Re: Contracting Out

The parties agree to work together on an ongoing basis to seek out opportunities to optimize operations, reduce costs and improve services. Within one (1) month of the latest date of ratification, a joint committee of ATU Local 279 and Transit management will be struck with a mandate to review and report back to the General Manager, Transit Services any identified opportunities for consideration. This may include the review of existing contracted services for the purpose of exploring the feasibility of bringing these services in-house.

If the joint committee deems that it is operationally efficient and cost effective to bring a contracted service in-house, a recommendation will be provided to the General Manager, Transit Services for his consideration. It is recognized that any final decision to bring a contracted service in-house will be subject to obtaining all necessary approvals including any budgetary approvals from the Transit Commission and/or City Council.

Other related opportunities that may be leveraged to achieve the goal to lower delivery costs and improved services may be discussed and submitted to the General Manager, Transit Services for his consideration.

The implementation of this Memorandum of Agreement is subject to ratification of the tentative agreement for the renewal of the Collective Agreement by both parties by May 1, 2012.

Signed in Ottawa on March 30, 2012

"Original Signed by Garry Queale"

"Original Signed by Lyne Huneault"

For the ATU Local 279

For the City of Ottawa

This agreement does not form part of the main body of the Collective Agreement and will expire upon expiry of this Collective Agreement unless extended by the mutual agreement of the parties.

*Memorandum of Agreement

Between

The City of Ottawa (The City)

And

The Amalgamated Transit Union, Local 279 (The Union)

Re: Scheduling and Garages – Transit Fleet Maintenance

The parties agree to work together to implement the following for the Fall 2012 booking:

1. Partial Reopening of the Merivale Garage

- Up to six (6) hoist will be re-opened;
- The 24 hour operation will consist of three (3) shifts per day: days – evenings – nights;
- Employees will be scheduled from Monday to Friday with weekends off;
- The parties will look into the option of having a schedule based on four (4) days at ten (10) hours each.

2. Body Repair Technicians

- Up to two (2) Body Repair Technicians will be located at the Merivale or Pinecrest Garage;
- The Belfast Body Repair Technicians will move to the Pinecrest Garage upon the merger of the Belfast and Pinecrest Garages.

The implementation of this Memorandum of Agreement is subject to ratification of the tentative agreement for the renewal of the Collective Agreement by both parties by May 1, 2012.

Signed in Ottawa on March 30, 2012

“Original Signed by Garry Queale”

“Original Signed by Lyne Huneault”

For the ATU Local 279

For the City of Ottawa

This agreement does not form part of the main body of the Collective Agreement and will expire upon expiry of this Collective Agreement unless extended by the mutual agreement of the parties.

*Memorandum of Agreement

Between

The City of Ottawa (The City)

And

The Amalgamated Transit Union, Local 279 (The Union)

Re: Bus Operator Schedule Working Group

The purpose of this Agreement is to put together a working group made up of City and Union representatives to develop and analyze various scheduling scenarios, with a view to making a recommendation to the Transit Department Management Team (DMT) to implement ideas/suggestions pertaining to Transit Operations scheduling.

The Parties agree to the following:

1. Any and all scheduling scenarios shall adhere to three basic principles:
 - i) Solutions must be fiscally responsible, recognizing both budget and service constraints.
 - ii) Solutions must be operationally practical (“streetable”).
 - iii) Solutions must seek to recognize and to balance quality of work considerations.
2. That this is a go-forward process, and that the working group will only consider scheduling parameters in accordance with the current collective agreement, recognizing that past scheduling solutions may not be applicable now.
3. That working group will be assembled as needed. This means that participants seconded to work on the group from their substantive position (e.g. Bus Operators) may be returned to their substantive positions during down-time or wait-time that occurs during the process.
4. Within two (2) weeks of the latest date of ratification of the collective agreement, the parties will name their respective participants on the working group. Within a further two (2) weeks of naming the participants, the working group will convene to discuss process and begin preliminary work on the first scheduling scenarios.
5. The working group will make a recommendation to implement one or more proposed approaches to scheduling to the Transit Department Management Team (DMT) for their consideration.
6. Should DMT accept the group’s recommendation, the scheduling approach will be implemented for the next scheduling/booking period, with a view to fully implement

the changes for the first booking of 2013. Time permitting, initiatives may be implemented at the fall 2012 booking.

The implementation of this Memorandum of Agreement is subject to ratification of the tentative agreement for the renewal of the Collective Agreement by both parties by May 1, 2012.

Signed in Ottawa on March 30, 2012

"Original Signed by Garry Queale"

"Original Signed by Lyne Huneault"

For the ATU Local 279

For the City of Ottawa

This agreement does not form part of the main body of the Collective Agreement and will expire upon expiry of this Collective Agreement unless extended by the mutual agreement of the parties.