

Between

OC *Transpo*

and

**INDEPENDENT CANADIAN
TRANSIT UNION
LOCAL 5
TRANSIT SUPERVISORS**

**CCU
OTTAWA**

January 1st, 1988 to December 31st, 1990

0376302

**AGREEMENT BETWEEN
THE OTTAWA-CARLETON
REGIONAL TRANSIT COMMISSION
AND
THE INDEPENDENT CANADIAN
TRANSIT UNION, LOCAL 5,
TRANSIT SUPERVISORS**

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BETWEEN:

**OTTAWA-CARLETON REGIONAL
TRANSIT COMMISSION**

with head office at the City of Ottawa, hereinafter called "the Commission".

OF THE FIRST PART

AND:

INDEPENDENT CANADIAN TRANSIT UNION

Local 5, Transit Supervisors, hereinafter called "the Union"

OF THE SECOND PART

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

CLAUSE 1 — MANAGEMENT FUNCTIONS

Section (1)1 — General Functions

- (1)1.1 The Union acknowledges that it is the exclusive function of the Commission to:
- 1.1.1 maintain order, discipline and efficiency;
 - 1.1.2 hire, discharge, classify, transfer, promote, demote and discipline Transit Supervisors provided that a claim that a Transit Supervisor 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 utilities enterprise in which the Commission is engaged and without restricting the generality of the foregoing, to determine the number, frequency and speed of runs, the arrangement of its transportation service and the location and type of equipment employed by it and the number, location and time of all points of duty.


Section (1)2 — Manner of Exercising Function

- (1)2.1 The Commission agrees that these functions shall be exercised as far as possible in such a manner as to maintain good working conditions and harmonious relations with the Union.

CLAUSE 2 — CONDITIONS

Section (2)1 — Bargaining Unit

- (2)1.1 The Commission agrees to bargain exclusively with the Union in respect to employees of **the** Commission forming part of the bargaining unit so long as **the** Union remains the certified bargaining representative. The employees included in the bargaining unit are all salaried Transit Supervisors.
- (2)1.2 When an Acting Transit Supervisor becomes a Transit Supervisor, he or she shall be deemed to be an employee included in the bargaining unit.
- (2)1.3 No Transit Supervisor shall be discriminated against and jeopardized in seniority standing or opportunity from promotion or suffer any loss of employment because of **mem-**bership or activity in the Union.
- (2)1.4 The Union, its members and agents, agree not to intimidate or coerce Transit Supervi**sors** into membership.
- (2)1.5 The Union will furnish the Commission with a copy of its constitution and by-laws together with a list of its officers and will notify the Commission promptly of any changes.
- (2)1.6 The Commission agrees to **provide** the **Union** with a bulletin board provided that the use of such board shall be restricted the posting of notices regarding the business affairs, meetings, social events of the Union and the reports of the various Committees of the Union. **The** Union agrees to provide **the** Commission with copies of notices which are to appear on bulletin **boards**.

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- (2)1.7 The Commission will furnish the Union with a list of the supervisory personnel and will indicate by job titles the authorities of each person so listed.
- (2)1.8 At the time employees enter the bargaining unit, arrangements will be made to permit them to take 2 hours paid time off to attend a Union orientation session.

Section (2)2 — Co-operation

- (2)2.1 The parties agree to co-operate fully in maintaining an efficient and uninterrupted transportation service and to further harmonious and rational labour relations.

Section (2)3 — Renewal and Termination

- (2)3.1 This agreement shall be in effect from the first day of January 1988 to the 31st day of December 1990 and shall continue thereafter from year to year, provided that if either ~~of~~ the parties hereto-desires to revise or amend this agreement with respect to a year commencing ~~no~~ earlier than the 1st day of January 1991, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1st day of November 1990, or ~~any~~ subsequent anniversary thereof.

Section 2(4) — Strikes and Lockouts

- (2)4.1 In view of the previous harmonious relations between the parties, it is agreed that during the life of this agreement, or while negotiations for renewal ~~are~~ in progress, there shall be no strikes, slowdowns, stoppage of work or other interference with the operations on the part of the members ~~of~~ the Bargaining Unit, or any lockout on the part of the Commission.

Section (2)5 — Definitions

- (2)5.1 A Transit Supervisor for the purpose of this agreement ~~is~~ an individual engaged in the

supervision of the transit service, as will be described from time to time by a job description titled Transit Supervisor.

- (2)5.2 A Transit Supervisor in Training is an operator who is being trained to be a Transit Supervisor.
- (2)5.3 An Acting Transit Supervisor is an operator who is being used as a Transit Supervisor on an intermittent basis concurrent with his or her duties as an operator.

CLAUSE 3 — EMPLOYMENT CONDITIONS

Section (3)1 — Seniority and Changes in Employment

- (3)1.1 Seniority shall be determined by the date of appointment as adjusted and accepted on the seniority list dated January 1st, 1957.
- (3)1.2 In case of reduction of staff, seniority shall prevail at all times. The last employee appointed shall be the first to be laid off, and in case of reappointment, the last employee laid off shall be the first employee to be reappointed.
- (3)1.3 In the case of promotion, all things being equal, seniority shall prevail.
- (3)1.4 In the event of the abolition of a position in the Transit Supervisory staff, all Transit Supervisors shall be rebooked in accordance with seniority and the booking rules. Should the rebooking as aforesaid eliminate from the Transit Supervisory staff a Transit Supervisor who was previously a member of the operating staff, such Transit Supervisor may at his or her option (and if then qualified in accordance with the existing requirements of the Commission for operating personnel and with the approval of the bargaining unit representing Amalgamated Transit Union Local 279) return to the operating staff with the same seniority he or she would have had had he or she continued as a member of the operating staff.

(3)1.5 When a Transit Supervisor is transferred or accepts a promotion and subsequently returns to the Transit Supervisory staff:

1.5.1 if he or she so returns in **one** year or less, he or she will return with the accumulated seniority he or she would have had had he or she not been transferred or promoted;

1.5.2 if he or she returns more than one year after being so transferred or promoted, he or she will return with **the** seniority he or she had at the date of his or her original transfer.

Section (3)2 — Technological Change

(3)2.1 In the event that the introduction of new technology methods of operation have the effect of requiring the layoff of existing employees, the Commission shall endeavour to make changes in such a way that there will be the least possible hardship to employees. The Commission agrees to give notice to the employees and the Union at least 90 days prior to the **date** on which the technological change is to be effected. Either before or at the time of such notice, the parties shall meet and discuss the planned proposal prior to its introduction. The Commission further agrees that as far as it is reasonably practicable to do **so**, it will offer training opportunities to those employees displaced. In the selection of employees for training **as a** result of displacement caused by technological changes, assignments shall be made with due regard to ability, skill and seniority and the successful completion and passing of required tests.

Section (3)3 — Leave of Absence/Maternity Leave

(3)3.1 The Commission may grant **an** employee, upon written application, one leave of absence without pay in any calendar year. Such leave of absence shall not exceed 20 working days

without loss of seniority except for employees who may at the time be members of a committee, or officers of the Union or delegates to a convention of the Union. Employees with **more** than 10 years of service with the Commission may be granted up to 40 working days leave of absence without pay and without loss of seniority. If such leave of absence is granted by the Commission, it shall be confirmed in writing. During the first 20 working days of leave of absence the employee shall be regarded as on temporary absence and various group benefits shall be continued during that period with the employee paying the required employee portion of premiums or contributions. After 20 working days all benefits participation is suspended. However, the employee may continue OHIP and Life Insurance coverage by reimbursing the Commission the cost of these premiums. The period of absence shall not count for service for vacation, sick leave **or any** other entitlement. Failure of the employee to return to work by the date **agreed** upon when the leave of absence **was** granted shall be sufficient cause for termination of employment.

- (3)3.2 A female employee, upon written application, shall be granted maternity leave under the provisions of the Canada Labour Code. The terms and conditions of this leave shall be confirmed in writing by the Commission.
- (3)3.3 Employees wishing to take leave of absence, maternity leave, special leave or bereavement leave or apply for sick leave must apply through their Supervisor, in advance when appropriate, using the appropriate OC Transpo leave application form.

Section (3)4 — Union Activities

- (3)4.1 Union representatives may receive but not solicit employees' complaints during the **working** hours of the employees **or** union repre-

sentative. With the permission of the Supervisor concerned, the Union representative may discuss such complaints or grievances of employees on the premises during Commission hours but only to such extent as does not neglect, retard or interfere with the work and duties of such Union officials or representatives, or with the work or duties of employees.

Section (3)5 — Vacancies/Job Postings

- (3)5.1 Any new full time post added to the establishment within the Bargaining Unit shall be posted on the appropriate Commission bulletin boards in a prominent place and applications shall be received.
- (3)5.2 Where a job vacancy occurs in any section covered by this Agreement and involves a job provided in the authorized establishment, the Commission shall, before filling such vacancy with a new employee, make the vacancy available to existing employees.
- (3)5.3 Any appointment shall be a function of Management, but the Union shall be informed by the Director of the Personnel Administration Department.
- (3)5.4 In order to be considered eligible, an employee must apply on the proper forms to the Personnel Administration Department.
- (3)5.5 If a position cannot be filled satisfactorily from existing employees who apply, the Commission may recruit from applicants who are not at the time employees,

Section (3)6 — Dismissals and Suspensions

- (3)6.1 The Commission agrees that a Transit Supervisor shall not be censured in public, in any garage or public place for disobedience of rules. Repeated violations of the rules shall be sufficient cause for dismissal from the service. Before suspending or dismissing a Transit Supervisor, the Commission shall carry

on a full and fair investigation. Should such investigation disclose the guilt of the Transit Supervisor beyond reasonable doubt, then the Transit Supervisor shall be placed under suspension for one week before dismissal. The Commission agrees, if the employee so wishes, to notify the Union in the form of a duplicate copy of notices sent to the employee ordering him or her to appear before his or her superior respecting the matter of discipline, provided that the offence is sufficiently serious to warrant a suspension of three days or more, to the end that the employee concerned can, if he or she so desires, be accompanied by a Union representative when appearing before his or her superior.

Section (3)7 — Bereavement Leave

An employee shall be granted paid bereavement leave as follows:

- (3)7.1 upon the death of spouse, child, father, mother, brother, sister, mother-in-law or father-in-law, a maximum of three working days up to and including the day of the funeral;
- (3)7.2 upon the death of brother-in-law, sister-in-law, grandfather or grandmother, grandchild, son-in-law or daughter-in-law of either the employee or the employee's spouse, a maximum of two working days up to and including the day of the funeral;
- (3)7.3 when a bereavement occurs while the employee is on vacation, bereavement leave will be extended after the vacation period by the number of days that the employee would have been granted had he or she been scheduled to be at work. Under normal circumstances bereavement leave will be granted after the vacation period. However, the Commission reserves the right to schedule the time off at a later date.

Section (3)8 — Jury and Witness Duty

- (3)8.1 Any employee who is called upon to act as a jurymen, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings, shall be allowed his or her regular wages for hours lost less any amount received by him or her by way of fees for service as a jurymen or witness.
- (3)8.2 When an employee has been called **to** be selected for jury duty and is not selected to serve on a jury, the employee must **report** to his or her department and make himself or herself available **for** any work falling within his or her normal working hours.
- (3)8.3 When **an** employee who has been subpoenaed **as** a witness has completed **his** or her **responsibilities** at the court session, the employee must **report** to the department and make himself or herself available for any work falling within his or her normal working hours.
- (3)8.4 When an employee who is booked **to** work **on** a shift commencing between 17:00 hours and 24:00 hours has been called for jury selection or subpoenaed to appear in court as a witness, the employee will be released from duty with no **loss** of pay nine hours prior to the time he or she is scheduled to appear at the Sheriffs or Court **office**.
- (3)8.5 When an employee has been selected to serve on a **jury**, the employee shall be excused from reporting to **work** on the days on which he or she has to serve on the jury.
- (3)8.6 Payment **shall** be made to an employee who appears as a Crown witness on his or her own time if the witness duty **is** job related.
- (3)8.7 When **as** a result of a job related incident, an employee **is** subpoenaed to appear **as** a Crown witness while on vacation, the employee will be allowed to bank a lieu day to be taken at a time approved by the Commission,

- (3)8.8 An employee who is subpoenaed in relation to his or her participation in activities outside the Commission shall not be eligible for payment for time lost from work.

Section (3)9 — Meal Allowance

- (3)9.1 Employees whose work shift is extended by three or more hours over their normal ~~work~~ shift shall receive ~~a~~ meal allowance to the value of \$5.75 in 1988 and \$6.00 in 1989 and 1990.

Section (3)10 — Medical Fitness

- (3)10.1 The Union recognizes the responsibility of the ~~Commission~~ to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.
- (3)10.2 The Commission respects the confidentiality of employee medical records. Under normal circumstances the Commission also recognizes the entitlement of its employees to their own choice ~~of~~ physician.
- (3)10.3 Where the Commission specifies on reasonable ~~grounds~~ that it is of the opinion that an employee may be ~~medically~~ unfit to work on a regular basis, the Commission may require the employee to provide, at his or her own expense, a Certificate of a licenced physician attesting ~~to~~ his or her fitness for work.
- (3)10.4 Where the Commission specifies on reasonable ~~grounds~~ that it continues ~~to be~~ of the opinion that an employee may be medically unfit for work or may ~~jeopardize~~ the safety ~~of~~ others, notwithstanding the delivery of the Certificate, the Commission shall meet with the employee (and his or her Union representative, if the employee so ~~requests~~) to discuss the work performance of the employee.

- (3)10.5 Following such meeting, where the Commission specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work, it may require the employee to provide, at his or her own expense, a further Certificate of a licenced physician attesting to his or her fitness for his or her work, and certifying that the physician has fully informed himself or herself of the nature of such work by discussing it and the employee's medical condition with the Commission physician. For these purposes, it is recognized that the Commission has the right to send the employee to the Commission physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the Commission physician to be able to provide the Commission with a medical opinion as to the employee's fitness to work.
- (3)10.6 Where the Commission specifies on reasonable grounds and on the advice of the Commission physician, that it continues to be of the belief that an employee may be medically unfit for work, notwithstanding the provision of the Certificates mentioned in Subsections 10.3 and 10.5, it may require the physicians of the employee and the Commission to jointly select a third physician, who shall examine the employee and provide a further Certificate attesting to the fitness or unfitness of the employee for work. The Certificate shall be conclusive of the issue of fitness for work.

Section (3)11 — Employee Assistance Program

- (3)11.1 The Commission's intention is to provide material assistance to employees whose work performance may be affected by an existing or oncoming medical condition. As provided in the Employee Assistance Program of the Commission and at an employee's request,

the Commission shall arrange at its expense for the employee to be assessed by the Commission's physician, or by such other specialists as the Commission's physician shall recommend. The results of the assessment shall be completely confidential as between the employee and the physician, and shall not be disclosed to the Commission.

Section (3)12 — Sick Leave Certificate

- (3)12.1 **Any** employee returning from any absence of four or more days due to illness or injury is required to produce at his or her own expense a Certificate of a licenced physician attesting to his or her fitness to work, before resuming work.

Section (3)13 — Application for Benefits

- (3)13.1 **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, if applicable.

CLAUSE 4 — PAY AND HOURS OF WORK

Section (4)1 — Hours of Work

- (4)1.1 Forty hours in each week shall constitute the normal work week. The normal working periods or shifts shall be five days of eight hours per day during the life of this agreement.
- (4)1.2 Whenever possible, every **work** shift shall be completed within a spread of 11 **hours** in any one day. Relief shifts shall be eight continuous hours.
- (4)1.3 All employees shall be available for emergency **work**.
- (4)1.4 Transit Supervisors **are required** to make daily reports for which payment is incorporated in the rates of pay.

- (4)1.5 Transit Supervisors called in or working corners shall be paid the rate of Transit Supervisors and a minimum of two hours.
- (4)1.6 Transit Supervisors required to attend meetings when they are off duty shall receive a minimum payment of three hours pay at straight time.

Section (4)2 — Rates of Pay

- (4)2.1 During the life of this agreement, Transit Supervisors shall be entitled to be paid as set out in Appendix "A", Transit Supervisors' Rates of Pay.
- (4)2.2 Transit Supervisors shall be paid bi-weekly.
- (4)2.3 The Commission undertakes and agrees that it will not change any salaried Transit Supervisor currently employed by the Commission from a salaried employee to an hourly or daily wage rate employee.

Section (4)3 — Overtime

- (4)3.1 If and when overtime work is available, it shall be distributed on a seniority basis in accordance with the Transit Supervisors' Booking Rules. Pay shall be calculated at time and one-half.
- (4)3.2 Transit Supervisors called upon to work their day off will be paid at the rate of time and one-half.
- (4)3.3 If an eight hour shift is extended, time and one-half will be paid on those hours in excess of eight hours.

Section (4)4 — Sunday Work

- (4)4.1 Rates of pay for work performed on Sundays shall be time and one quarter of the employee's job classification rate.

Section (4)5 — Corner Sheets

- (4)5.1 Booked Corner Transit Supervisors who are booked on one or more corners shall receive

four hours pay per booking for making corner sheets. Copies of corner sheets are to be filed with the Commission.

Section (4)6 — General Holidays

- (4)6.1 The following are general statutory holidays which may be celebrated on dates coincident with celebration by the Federal Public Service: New Year's Day, Good Friday, Victoria **Day**, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (4)6.2 **A** Transit Supervisor who works **on a** general holiday shall be paid a normal **day's** pay plus time and one half for hours worked.
- (4)6.3 **A** Transit Supervisor who does not work **on a** general holiday because no work can be provided for him or her due to a reduction in service, but **not** due to his or her unwillingness to accept available work shall be paid a normal day's pay. In order to qualify, **a Transit Supervisor** must be entitled to wages for at least fifteen days during the thirty calendar days immediately preceding a general holiday.

Section (4)7 — Designated Holidays

- (4)7.1 The following are designated holidays which may be celebrated on dates coincident with celebration by the Federal Public Service: Civic Holiday, Easter Monday.
- (4)7.2 **A** Transit Supervisor who works on a designated holiday shall be paid at twice his or her hourly rate for all hours worked on that day.
- (4)7.3 **A** Transit Supervisor who does not work on a designated holiday must work a full day upon **his** or her last scheduled working day preceding the holiday and upon his or her first scheduled working day succeeding such holiday pay except when permission not to work has been granted.

- (4)7.4 Holiday pay shall not be paid to a Transit Supervisor who is away on leave of absence or under circumstances entitling him or her to Workers' Compensation or entitling him or her to Sick Leave.

Section (4)8 — Banked Holidays

- (4)8.1 A Transit Supervisor may elect to bank as lieu days up to five general or designated holidays annually to be taken as time off provided the banking of such lieu days does not interfere with the normal work schedule.
- (4)8.2 A Transit Supervisor may elect to bank lieu days only when a general or designated holiday falls within his or her period of annual vacation or on the employee's regular day off, whether working or not, to a maximum of eight hours. The banked days shall be taken at the discretion of the employee but with the consent of the Immediate Supervisor.

Section (4)9 — Selection of Work

(See Booking Rules Appendix "C")

CLAUSE 5 — GRIEVANCES

Section (5)1 — General

- (5)1.1 Time off without pay shall be allowed the Officer or Officers of the Union attending an official meeting with Management or a grievance hearing at the office. Any of the time periods listed below may be extended by mutual agreement.
- (5)1.2 Complaints shall, in the first instance, be brought to the attention of the authorized Supervisor within 5 working days of an incident.
- (5)1.3 If the complaint is not satisfactorily resolved within 5 working days, the employee may choose to have recourse within 5 working days to the grievance procedure as follows:

1.3.1 Step 1

The employee shall present his or her grievance in writing on forms provided by the Commission to the Assistant Manager, Transportation Operations Division. The employee may choose to have the assistance of his or her Union representative. If a settlement satisfactory to the employee concerned is not reached within five working days or a time period mutually agreed upon, the grievance may at the end of this period and within five working days proceed to Step 2.

1.3.2 Step 2

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

1.3.3 Step 3

The grievor shall submit his or her grievance for consideration by the General Manager or his or her designate, and the General Manager or his or her designate shall hear the employee and the duly appointed representative of the Union within five working days of receipt of the grievance.

Section (5)2 — Arbitration

- (5)2.1 If the decision of the General Manager or his or her designate is not satisfactory, the President of the Union or his or her appointee on the Grievance Committee may serve written notice to the General Manager within one month of his or her decision, ~~of~~ the Union's ~~desire to~~ submit the grievance to arbitration. Within five working days of the delivery of the written notice to the General Manager, the Commission and the Union shall each appoint an arbitrator, who shall within five working days after their appointment agree upon a third arbitrator, who shall ~~be~~ Chairman of the Board of Arbitration. The decision of the Board shall be final ~~and~~ binding upon both parties. Each party will pay the expenses of its own arbitrator and the parties will jointly pay the expense of the third arbitrator.
- (5)2.2 The Board ~~of~~ Arbitration shall not alter, ~~mod-~~ify or amend ~~any~~ part of this agreement or make any decision inconsistent with its provisions.

Section (5)3 — Grievance and Arbitration Awards

- (5)3.1 When a grievance involving ~~the~~ payment of money by the Commission is allowed, the employee shall receive payment from the date the grievance was instituted in writing and from such earlier date as the General Manager or ~~Board~~ of Arbitration ~~may~~ determine.

CLAUSE 6 — VACATION WITH PAY

Section (6)1 — Vacation

- (6)1.1 Vacations are granted to employees in ~~the~~ year in which they ~~are~~ earned for the purpose of affording a period of rest and recreation. They may not be postponed from one year to another or waived to draw double pay, nor shall any employee during the vaca-

tion period substitute for another employee. It will be necessary for Management to schedule vacations in keeping with efficiency.

Section (6)2 — Entitlements

- (6)2.1 Vacation entitlement in the year of hire with the Commission will be a maximum of two weeks and is earned at the rate of **5/6** working days for each calendar month in which the employee has received **15** day's pay.
- (6)2.2 In the calendar year following the year of hire, employees shall be entitled to vacations according to the following schedule:
 - 2.2.1 Completed Years of Service up to **June 30** in the Year Vacation is Taken

Completed Years of Service up to June 30 in the Year Vacation is Taken	Weeks of Vacation
Less than 8 years	3
8 years but less than 18 years	4
18 years but less than 25 years	5
25 years and over	6

 - 2.2.2 Commencing in the calendar year 1989, employees who have completed 17 years of service up to June 30 shall be entitled to 5 weeks of vacation.
- (6)2.3 Vacation pay shall be paid at the employee's current rate of pay at the time payment is made.
- (6)2.4 Vacations shall be taken throughout the calendar year and the choice of vacation period shall be **governed by** seniority. A maximum of three weeks vacation may be booked during the period **June 1** to September 1, **The** Commission reserves the right to determine the number of Transit Supervisors off on vacation in any given period.
- (6)2.5 An employee who is absent due to Temporary Disability shall continue to earn vacation entitlements as long as such employee

remains **on** the Active Roll. This includes **an employee who is** receiving Workers' Compensation or Sick Leave. An employee who is removed **from** the Active Roll shall cease to earn vacation entitlements from the date of such removal.

- (6)2.6 If an employee **on** the Active Roll has not been able to take vacation in the current vacation year because he or she is in receipt of **Sick** Leave or Workers' Compensation, he or she 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 are in excess of the total weeks of vacation pay to which the employee is entitled.
- (6)2.7 When an employee's employment is **terminated** with the **Commission**, he or she will be paid for earned vacation leave entitlements at the employee's current basic annual salary rate in the year of **termination**. If more vacation leave has been taken than **has** been earned, the final salary payment will be adjusted to **recover** the overpayment.

Section (6)3 — Deferred Vacation Entitlement

- (6)3.1 The Commission and the Union have agreed to change the entitlement to vacation with pay from a system of calculation in **arrears** to a system of calculation by current service, effective the 1st day of January, 1985.
- (6)3.2 **The** Commission therefore agrees that each employee who was employed by the Commission the **1st day** of January, 1985, and who continues to be **so** employed is entitled to a One Year Vacation Entitlement ("OYVE") or its monetary equivalent.
- (6)3.3 The OYVE is **an** amount of vacation equal to the vacation entitlement granted by Sec-

tion 2 of this Clause in the year in which the **OYVE** is taken.

- (6)3.4 The monetary equivalent of the **OYVE** is the number of weeks calculated in **Sub-section 3.3** multiplied by the current weekly rate of pay of the employee at the time at which the monetary equivalent of the **OYVE** is paid.
- (6)3.5 At the request of an employee, but subject to the provisions of Sub-section 3.6, the Commission will pay to the employee or as directed the monetary equivalent of the **OYVE**.
- (6)3.6 With respect to applications by employees pursuant to Sub-section 3.5.
 - 3.6.1 In 1985 a minimum of 15 applications will be granted in order of seniority for payment of the monetary equivalent of the **OYVE**.
 - 3.6.2 In 1986 and future years a minimum of five applications will be granted each year in order of seniority for payment of the monetary equivalent of the **OYVE**.
 - 3.6.3 Applications will be considered on or immediately after the 31st of March in each year, and must be filed with the Commission on or before the 23rd of March.
 - 3.6.4 Applications will be granted in order of seniority.
 - 3.6.5 Applications will be granted until the money budgeted by the Commission in the year (if any) for the purpose of **OYVE** payouts has been exhausted, and thereafter, no further applications will be granted in the year.
 - 3.6.6 The amount of money to be budgeted by the Commission in any year for the purpose of **OYVE** payouts is

solely **and** entirely at the discretion of the Commission.

- 3.6.7 Payments made pursuant to Sub-section 3.5 are conclusively deemed to have been paid on the 31st of March in the year of payment.
- (6)3.7 On the death, retirement or termination of an employee, the Commission will pay the monetary equivalent of the OYVE to the employee **or** personal representative **or** as directed, and the provisions of Sub-section 3.6 will not apply,

CLAUSE 7 — UNION SECURITY

Section (7)1 — Check-off

- (7)1.1 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 check-off **at** the inception of this agreement and **persons** who may hereafter become employees shall become subject to check-off **as** a condition of employment **so long as** they remain members of the Bargaining Unit. The Commission shall deduct Union dues from **26** pays annually and shall **turn** over such dues to the **Treasurer** of the Union within five days after they have been deducted. Initiation fees shall also be subject to payroll check-off upon receipt of a duly signed authorization from the employee.

CLAUSE 8 — EMPLOYEE BENEFIT PLANS

Section (8)1 — Definitions

Benefit Plans mean

- (8)1.1 **The Ontario Health Insurance Plan** (O.H.I.P.) which provides hospital and medical coverages for residents of the province of Ontario.

- (8)1.2 **The Quebec Health Insurance Plan (Q.H.I.P.)** which provides medical coverage for residents of the province of Quebec,
- (8)1.3 **The Supplementary Health Insurance Plan** which provides supplementary hospitalization and medical benefits.
- (8)1.4 **The Sick Leave Plan** which provides benefits at 100% of salary or 66 2/3% of salary based on years of credited service with the Commission. (See Revised Employees' Sick Leave Plan I.C.T.U. Local 5 — Appendix "B").
- (8)1.5 **The Long Term Disability Insurance Plan** which provides monthly income in cases of total disability.
- (8)1.6 **The Group Life Insurance Plan** which provides a lump sum death benefit.
- (8)1.7 **The Dental Insurance Plan** which provides reimbursements for the expenses of Dental care.
- (8)1.8 **The Survivor Protection Plan** which provides a monthly income benefit to survivors in the event of an employee's death before retirement.
- (8)1.9 **The Pension Plan** shall mean the "Ottawa-Carleton Regional Transit Commission Employees' Revised Pension Plan" which provides a monthly income for employees on retirement.

Section (8)2 — Conditions and Cost Sharings

- (8)2.1 **O.H.I.P., Q.H.I.P. and Supplementary Health Insurance Plan** — The Commission shall pay 100% of the O.H.I.P. (applicable to Ontario residents only) and Supplementary Health Insurance Plan premiums as such premiums may be from time to time, limited to the amount necessary to provide the benefits in force under the said plans at the date of the execution of this Agreement; if added benefits are provided without extra

cost, the liability of **the** Commission shall continue, but if at any time the cost of the said **Plan** are increased by **reasons** of **extra** benefits, then the Commission shall be obligated to pay only the premium at such time applicable to the benefits at present in force.

In the case of employees residing in the Province of **Quebec**, the Commission shall remit monthly to the employees a sum equivalent to the applicable single or family O.H.I.P. premium.

(8)2.2 Sick Leave Plan

There shall be a maximum **of** 17 weeks sick leave allowance in the case of a continuous disability under this plan. The Commission shall pay **the** entire **cost** of this **short term** income protection plan.

(8)2.3 Long Term Disability Plan

2.3.1 **The** full premium cost of the plan shall be paid **by** the employee. Effective January 1, 1988, the Commission will pay to each employee a monthly cash **sum** equivalent to the monthly premium.

2.3.2 **In** the case of an employee who commences **LTD** at age **57** or older and is unable **to** return to **work** within the **two** year **own** occupation period, if he or **she** were eligible for early retirement with paid benefit plans **a** outlined in Subsection 2.9, **LTD** benefits will cease **at the end** of two years and he or she will go on early retirement.

(8)2.4 Group Term Life Insurance

The Commission shall pay the entire premium **cost** of the Plan.

(8)2.5 Insurance Plan (**O.E.R.**)

The Commission shall contribute \$0.75 per month for each employee who is insured under the O.E.R. Insurance Plan.

(8)2.6 Dental Insurance Plan

Effective the first of the month following ratification, the Commission shall contribute towards the premium cost of the plan, \$25.00 for the Family category and \$10.00 for the Single category.

(8)2.7 **Survivor Protection Plan**

The Commission shall pay the full premium cost of the Basic Benefit. The employee shall pay the premium cost for the Spouse/Orphan Benefit.

(8)2.8 Pension Plan

Participation in the Pension Plan is a condition of employment. Employees shall make the required contributions by payroll deductions as set from time to time. Effective January 1, 1988, employer pension contributions shall be set at 100% of the employee contributions. The joint contributions will be used to fund the existing obligations of the Pension Plan and any updates and improvements to the Plan agreed upon between the parties. The Commission agrees that it will not change the present schedule of funding existing liabilities.

(8)2.9 Early Retirement Benefits

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

- i) Group Term Life Insurance.
- ii) Survivor Protection Plan.
- iii) Supplementary Health Insurance Plan.

iv) **OHIP/QHIP.**

v) Dental Insurance Plan.

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

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

(8)2.10 Workers' Compensation

2.10.1 A Transit Supervisor absent **from** duty as a result of a work-related illness or injury shall continue to receive his or her usual salary. The Transit Supervisor shall **be** required to file a claim with the Workers' Compensation **Board** and produce evidence of acceptance or rejection of his or her claim. If a claim is accepted, **the** Transit Supervisor shall endorse over **to** the Commission each **and** every cheque he or **she** receives **from** Workers' Compensation during the period he or she is receiving salary continuation. The Transit Supervisor shall remain on the Active Roll until such time as it **is** determined that he or she is not re-employable.

2.10.2 When the Transit Supervisor is deemed **not** re-employable, his or her employment shall be terminated and he or she shall be transferred to the Ex-Employee Roll.

2.10.3 If a Transit Supervisor is able to perform light duties, then he **or** she shall accept to do **so** if the Commission offers light duties which a Transit Supervisor is qualified to **perform**. In the event that a Transit Supervisor's Workers' Compensation claim

is denied but the Transit Supervisor is nevertheless disabled and unable to work, he or she then shall be entitled to the allowances provided under the Sick Leave Plan. If a Transit Supervisor is disabled for a continuous period of 17 weeks, he or she will be required to file a claim for Group Long Term Disability Benefits for which he or she might be eligible. If he or she becomes eligible for such benefits, salary payments or Sick Leave Allowance payments shall cease.

Section (8)3 — Other Benefits

(8)3.1 Free Transportation

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

- 3.1.1 to full time employees;
- 3.1.2 to retired employees;
- 3.1.3 to spouses of retired employees;
- 3.1.4 to widows and widowers of employees.

CLAUSE 9 — CLOTHING

(9)1.1 All employees shall be supplied at the expense of the Commission. the following uniform clothing:

- 1.1.1 One tunic and three pairs of trousers every eighteen months (vest optional) — summer or winter weight. After the initial issue to new Transit Supervisors, employees may select 2 extra pairs of trousers every second issue in lieu of a tunic.
- 1.1.2 Six perma-press shirts (standard issue long sleeve or short sleeve summer sport shirt) and three ties (optional clip-on or regular). After the initial

issue to new Transit Supervisors, employees will receive four shirts each year thereafter.

- 1.1.3 One uniform cap each year subject to the condition of the last issue.
- 1.1.4 One winter fur hat every three years.
- 1.1.5 The initial issue to **new** Transit Supervisors shall be one modified long nylon coat. Thereafter, all employees shall have an option every three (3) years of either one Burberry style top coat or one **modified long** nylon winter coat or one short nylon patrol jacket or one light weight jacket.
- 1.1.6 **One** police-style reversible raincoat every eight years.
- 1.1.7 **Mitts** or gloves each year.
- 1.1.8 One belt every three years.
- (9)1.2 Effective January 1, 1988, the **Commission** shall contribute for the **life** of the agreement the **sum** of \$80.00 per year to each employee **towards** the purchase **of** boots, **shoes** or over-**shoes**. These amounts shall be paid to each employee in the month of September of each year and receipts shall not be required.
- (9)1.3 Effective January 1, 1988, the **Commission** shall contribute for the life of the agreement the sum of \$23.00 per month to each employee towards the cost of dry cleaning uniform clothing.
- (9)1.4 Upon leaving the service for any cause an employee with:
 - 1.4.1 **Less** than one (1) year of service shall retain any uniform item **used** within the period prior to the separation date, but shall reimburse the **Commission** for 100% of the cost of **the** item.
 - 1.4.2 More than one (1) year but less than five (5) years **of** service shall retain any **uniform item issued** within the

two (2) months prior **to** the separation **date, but** shall reimburse the Commission for 75% of the cost of the item.

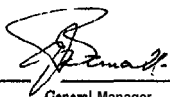
- (9)1.5 If, without negligence, an employee's uniform clothing is destroyed or damaged while on duty the Commission will repair or replace the said item.
- (9)1.6 If, unless for **just** cause, an **employee** fails ~~to~~ have uniform alterations performed within the manufacturer's ~~warranty~~ period, then those alterations will be performed at the employee's expense.
- (9)1.7 Employees will make themselves available for uniform measuring at **the** time and **periods** specified by the Commission. **Employees who** fail to report without just cause will not receive a uniform item until their next scheduled issue.

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

SIGNED, SEALED AND DELIVERED this 14th
day of December, 1988.

OTTAWA-CARLETON
REGIONAL TRANSIT
COMMISSION

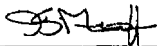
INDEPENDENT CANADIAN
TRANSIT UNION, LOCAL 5,
TRANSIT SUPERVISORS



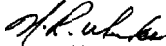
General Manager



President, Business Agent




Treasurer and Controller



Vice-President



Manager, Human Resources
Division



Recording and Financial
Secretary



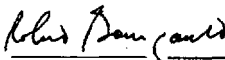
Director, Employee Relations
Department



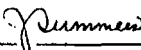
Negotiating Committee



Manager, Transportation
Operations Division



Negotiating Committee



Assistant Manager,
Transportation Operations
Division



Negotiating Committee



Director, Transportation
Staff Relations Department



Director, Occupational Health,
Safety & Benefits



Employee Relations Officer

APPENDIX "A"
TRANSIT SUPERVISORS' RATES OF PAY

JOB CLASSIFICATION

	Jan. 1, 1988	Jan. 1, 1989	January 1, 1990
Transit Supervisor in Training (1st 3 weeks training)	Employee's Current Rate	Employee's Current Rate	Employee's Current Rate
Acting Transit Supervisor (1st 6 mos. — min. 1040 hrs.)	Reg. Supervisor Rate less 7.8%	Reg. Supervisor Rate less 7.8%	Reg. Supervisor Rate less 7.8%
Acting Transit Supervisor 2 (1st 6 mos. — min. 1040 hrs.)	Supervisor 2 Rate less 7.8%	Supervisor 2 Rate less 7.8%	Supervisor 2 Rate less 7.8%
Acting Transit Supervisor (2nd 6 mos. — min. 1040 hrs.)	Reg. Supervisor Rate less 4%	Reg. Supervisor Rate less 4%	Reg. Supervisor Rate less 4%
Acting Transit Supervisor 2 (2nd 6 mos. — min. 1040 hrs.)	Supervisor 2 Rate less 4%	Supervisor 2 Rate less 4%	Supervisor 2 Rate less 4%
Transit Supervisor thereafter	\$16.59	\$17.34	\$18.16
Transit Supervisor 2 thereafter	\$17.26	\$18.04	\$18.90

16.74

NOTE: Transit Supervisors booked on full time Transit Supervisor 2 shifts in the Control Centre at the general booking shall receive Transit Supervisor 2 rate of pay when on sick leave, annual vacation, statutory holiday or for special meetings, etc.

Relief or other Transit Supervisors booked in the Control Centre on other than a full time basis shall be paid at the Transit Supervisor 2 rate of pay for all hours worked.

Transit Supervisors performing the duties of a Superintendent in an acting capacity shall receive \$1.00 per hour in addition to their regular hourly rate for all hours worked.

APPENDIX "B"
REVISED EMPLOYEE SICK LEAVE
PLAN (1981) I.C.T.U. LOCAL 5

Employees **who** are unable to perform their job duties due to non-occupational illness or injury shall be entitled to allowances according to the following schedule.

Length of Service including credited service prior to 1st January 1981	Equivalent of Full Salary (Weeks)	Equivalent of 66 2/3% Salary (Weeks)
Less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

Allowances are calculated on basic pay. In no case will Sick Leave Allowances be less than 60% of the insurable earnings base **used** by the Employment and Immigration **Commission**.

1. The maximum benefits payable for a continuous period of disability shall be 17 **weeks**.

The payment period applicable to the qualifying length of service at the start of an absence shall apply for the duration of that absence.

2. If you return **to** work following an illness and having received sick leave allowances, you will be entitled. if you become disabled during the same calendar year to the balance of unused sick leave allowances according to the above scale. If you return to work and **remain** actively at work for one complete work shift, you will requalify for the full allowances according to the above scale if you suffer **a** new disability.

If you return to work and remain actively at **work** for **a** continuous period of 30 days, **you** will requalify for the full allowances according

to the above scale if you suffer a reoccurrence of the same disability.

3. Approved absences of 3 days or less due to illness or accident will not interrupt the reinstatement periods outlined in Section 2, however, the total number of days you are absent during the re-instatement period will be counted in establishing the amount of your payment under the Plan, should you claim Sick Leave allowances before you qualify for full payments.
4. Should you terminate your employment before the completion of six (6) months service, the Commission shall recover the difference between 100% and 66 2/3% of any monies paid to you under the 100% portion of the plan.
5. If, while you are disabled and receiving Sick Leave Allowances, you are served Notice of Layoff or Termination of Employment, you shall nevertheless receive while so disabled, the balance of any of the Sick Leave Allowances to which you are entitled on the date such notice is given to you.
6. You cannot receive Sick Leave payments while you are receiving vacation pay or while you are engaged in any occupation or employment for wage or profit.
7. Sick Leave allowances are not payable during an unpaid Leave of Absence or Pregnancy Leave. If you become disabled before you take leave, payments of income will cease on the date that you had elected to begin your leave. In the case of Pregnancy Leave, Sick Leave allowance will cease on the date your leave begins in accordance with the current Federal Legislation. If you cannot return to work at the end of your Pregnancy Leave because you are disabled, Sick Leave and Disability benefits will resume on the date scheduled by law as the end of your leave.
8. If your illness or injury is the result of an occupational disease or injury, you will qualify for Workers' Compensation. In this case, the Com-

mission will ensure you continue to receive income of 100% of your basic net earnings after **taxes**, including Workers' Compensation, as long as you remain qualified to receive such **government** benefits up to a maximum of 17 weeks. Thereafter, the terms of the Long Term Disability Plan would apply

9. The payment periods shown in the above schedule are those allowed per calendar year.
10. When the payment periods for which you are eligible have been exhausted, you will cease to receive **salary** payments but you may then qualify to receive Long Term Disability Insurance payments.
11. If you return to **work** after receiving Long Term Disability benefits, you will immediately requalify for the full allowances according to the above scale, if you again become disabled and if you do not requalify for LTD Benefits immediately.
12. Employees who have sick leave credits at December 31, 1980 in the former cumulative sick leave plan may use these credits in the following manner:
 - a) If **an** employee **has** more **than 130 sick** day credits, he **or** she may use the excess credits to cover periods of absence during which he or she does not qualify for benefits under the Revised Sick Leave Plan.

For employees on staff as of December 31, 1980 and who have 10 or more years of service with the Commission on that date, the sick days credited to them on the above date shall conditionally vest, up to the maximum equivalent of 130 working days. The days so vested, will be valued, based on the employee's earnings at **the** time the employee terminates service, dies or retires and shall be payable if **the** employee remains in the service of the Commission after December 31, 1980 as follows:

- b) If **an** employee has **130 sick day** credits or **less**,
- i) on termination of employment for any reason other than death or retirement, an employee who had **10 or more** years of continuous service on January 1, 1981, shall be entitled to a pay-out of unused credits earned prior to January 1, 1981, to a maximum equivalent of **3 months** basic pay. The value of these credits will be established on the basis of **earnings** **at the** time the employee terminates;
 - ii) on termination of employment by reason **of** death, or retirement, an employee or the Estate of an employee with **10 or more** years continuous employment **as** of January 1, 1981, shall be entitled **to** the pay-out of **unused** sick day credits earned prior to January 1, 1981, **to** the maximum equivalent of **6 months** pay. The value of these credits will **be** established on the basis of earnings at the time of the employee's death or **retirement**;
 - iii) an employee who is **in** receipt **of** LTD Insurance benefits shall have the option of withdrawing the cash value **of** his or her sick day credits at the time he or she becomes disabled. In this **case**, the credits to which he or she shall be entitled shall be a maximum of **65** days. He or she may leave his or her credits to be paid out at age 65 or to be paid out to his or her estate in the event of his or her death. **In this** case the maximum credits shall be **130** days.

APPENDIX "C"

TRANSIT SUPERVISORS' BOOKING RULES

ARTICLE NO. 1 — SENIORITY

The Commission agrees that all permanent staff in the Transit Supervision Department shall be booked in accordance with seniority and only those who have taken training and qualified for Transit Supervisor 2 may book on Transit Supervisor 2 positions and all things being equal, seniority shall prevail. Note: A qualified Transit Supervisor 2 may be forced to book on Transit Supervisor 2 positions,

ARTICLE NO. 2 — GENERAL BOOKINGS

The Commission agrees to submit the workshift board for the general booking of Transit Supervisors 1 and Transit Supervisors 2 to the Union Committee two weeks prior to it being posted.

The general booking will contain the Daily, Saturday and Sunday work-shifts and may include statutory holidays and/or annual vacations. Where possible, Transit Supervisory staff will be booked four weeks in advance of the Operators' booking. The booking shall go into effect two weeks in advance of the Operators' booking.

The Union Committee's request for changes shall be discussed with the Director of Transportation Operations. If a mutually satisfactory agreement is not reached, Management will respond to the Union's proposals within two working days in writing and the booking will then be posted.

ARTICLE NO. 3 — BOOKING REPRESENTATIVES

A Booking Official appointed by Management shall be in charge of all bookings. The Union will designate one or more of its representatives to attend. If a member of the Transit Supervisory staff is unable to be present at a booking, he or she shall be booked by the Management appointee and the Union representative having due regard for the individual's qualifications and seniority.

ARTICLE NO. 4 — DAYS OFF

Transit Supervisory staff will book days off according to seniority at the General Booking.

Saturdays **Off**

Based upon the current establishment, nineteen (19) Transit Supervisors shall continue to book off both Saturdays by seniority. If the establishment increases by one, an additional Transit Supervisor will book off both Saturdays by seniority. After that, for each increase of two in the establishment, an additional Transit Supervisor will book off both Saturdays by seniority. If there are any additional **OPEN** Saturdays, Transit Supervisors will book only one Saturday off and one to work by seniority.

Sundays **Off**

Three (3) Transit Supervisors shall continue to book both Sundays to work. Twelve (12) Transit Supervisors will book one Sunday off and one to work. The remaining Transit Supervisors will continue to book both Sundays off. If there is a reduction in shifts, then the number of Transit Supervisors required to work both Sundays will decrease. If there is an increase in shifts then the numbers will increase.

Other **Time Off**

If a member of the Transit Supervisory staff requests and is granted time off during a normal workshift, he or she will compensate by working equivalent hours as assigned by the Superintendent. No overtime payments shall be made until full compensation has been made for time off. If more than one shift is available, the senior member of the Transit Supervisory staff repaying time shall have his or her choice of these shifts.

ARTICLE NO. 5 — VACATION SPARES

Vacation spares will book open work resulting from the booking of annual vacations. Vacation spares must be qualified for Transit Supervisor 2 positions.

- A — The Vacation spares will book the work and the days off of an individual Transit Supervisor on a weekly basis.
- B — When no Vacation relief work is available, Vacation spares will book remaining open work following the booking of the Relieving Transit Supervisor and days off will be assigned by Management.
- C — A Vacation spare booked on the work shift of a Transit Supervisor who is an Acting Superintendent shall work Monday to Friday.

ARTICLE NO. 6 — RELIEVING

Relieving Transit Supervisors must be qualified for the Transit Supervisor 2 position and will have the right to book each week all work **known** to be open for the following week. Such booking will take place normally each Friday before noon. Days off will remain the same **as** booked at the general booking.

ARTICLE NO. 7 — COVERAGE OF OPEN WORK

The following alphabetical order will apply if remaining open work is to be covered following the booking of Relieving Transit Supervisors, Transit Supervisors 2 and Vacation spares as covered in Article 5 and 6 of these Rules.

- A — Vacation spares with no work assigned will be **used**.
- B — Transit Supervisors **who** own time as a result **of excused absence** will be used.
- C — Offer to Transit Supervisors booked on shifts indicated as **subject to** movement, in the order indicated on the General Booking Board. Transit Supervisors so booked must accept any open work assigned to them on a daily basis in the same order **as** indicated **at** the general booking. These Transit Supervisors must accept any open shift regardless of shift times, provided always **that** the Transit Supervisor has been advised of the time change, the day prior to **the** work

being performed and no Transit Supervisor or Transit Supervisor 2 who is booked on day work will be required to work nights; nor will a Transit Supervisor or a Transit Supervisor 2 booked to work nights be required to work days.

D — Transit Supervisors and Transit Supervisors 2 on days off will be offered overtime in order of seniority.

E — Offer to any available Transit Supervisor or Transit Supervisor 2 as overtime in order of seniority.

F — Offer to any Acting Transit Supervisor.

ARTICLE NO. 8 -- BOOKING OFF

Transit Supervisory staff intending to be off must notify the **Duty** Superintendent **no** later than 21:30 **hours on** the day previous to their absence. **Ransit Supervisory** staff who have been off sick must report their intention to return prior to 17:00 hours of the day previous to their return.

ARTICLE NO. 9 — REQUESTS FOR LEAVE

Open shifts, resulting from a request for leave will be covered by the procedure outlined in Article 7A, 7B, 7C, 7D, 7E, 7F.

ARTICLE NO. 10 — STATUTORY HOLIDAY BOOKING

A special booking shall **be** in effect for Statutory Holidays. **Statutory** Holidays shall be booked according to **seniority** except that three Transit Supervisors shall be required to work both Christmas and **New** Year's day. If there is a reduction in the present Christmas and New Year's day shifts, then the **three** required to work shall be reduced. Statutory Holidays may be as celebrated by the Federal Government.

ARTICLE NO. 11 — BOOKING DATES

Bookings shall take place **no** less than four times a year (as per Article 2) unless **otherwise** agreed to by **both** parties.

ARTICLE NO. 12 — REBOOKINGS

Changes in shift (time spread), additional shifts or deletion of shifts shall be discussed with the Transit Supervisory staff Union Executive. The Director of Transportation Operations will ascertain whether a rebooking is necessary. If a rebooking is approved, it shall be at least six weeks before the expiry of the regular booking. If less than six weeks, then a rebooking should not be held.

ARTICLE NO. 13 — SUMMER VACATION BOOKING

The Commission shall permit a minimum of four employees to book vacations at the same time during the Summer Booking only, with the exception of Exhibition Week when a minimum of two employees shall be permitted to book vacations.

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