

Between



and

**INDEPENDENT CANADIAN
TRANSIT UNION
LOCAL 5
SECURITY DEPARTMENT**

**CCU
OTTAWA**

January 1st, 1988 to December 31st, 1990

037 64 02

**AGREEMENT BETWEEN
THE OTTAWA-CARLETON
REGIONAL TRANSIT COMMISSION
AND
THE INDEPENDENT
CANADIAN TRANSIT UNION,
LOCAL 5,
SECURITY & CLAIMS DEPARTMENT**

TABLE OF CONTENTS		
CLAUSE		PAGE
	GENERAL	
1	MANAGEMENT FUNCTIONS	1
	Section 1 — General Functions	1
	Section 2 — Manner of Exercising Functions	2
2	CONDITIONS	2
	Section 1 — Bargaining Unit	2
	Section 2 — Co-operation	3
	Section 3 — Renewal and Termination	3
	Section 4 — Strikes and Lockouts	3
3	EMPLOYMENT CONDITIONS	4
	Section 1 — Seniority	4
	Section 2 — Lay-off and Recall	4
	Section 3 — Technological Change	5
	Section 4 — Leave of Absence/Maternity Leave/Special Leave	5
	Section 5 — Union Activities	7
	Section 6 — Vacancies/Job-Postings	8
	Section 7 — Transfers and Promotions	8
	Section 8 — Discipline	9
	Section 9 — Terminations	11

Section 10 — Bereavement Leave	11
Section 11 — Jury & Witness Duty	12
Section 12 — Legal Proceedings	13
Section 13 — Meal Allowance	14
Section 14 — Licencing	14
Section 15 — Medical Fitness	15
Section 16 — Employee Assistance Program	17
Section 17 — Sick Leave Certificates	17
Section 18 — Application for Benefits	17
 4 PAY AND HOURS OF WORK	 18
Section 1 — Hours of Work	18
Section 2 — Rates of Pay	18
Section 3 — Sunday Work	21
Section 4 — General Holidays	21
Section 5 — Designated Holidays	23
 5 GRIEVANCES	 24
Section 1 — Grievance Procedure	24
Section 2 — Arbitration	25
Section 3 — Grievance and Arbitration Awards	26
Section 4 — Meetings with, Management	26
 6 VACATION WITH PAY	 26
Section 1 — Vacation	26
Section 2 — Entitlements	26
Section 3 — Deferred Vacation Entitlement	28
 7 UNION SECURITY	 29
Section 1 — Check-off	29

8	EMPLOYEE BENEFIT PLANS	30
	Section 1 — Definitions	30
	Section 2 — Conditions and Cost Sharings	31
	Section 3 — Other Benefits	35
9	UNIFORM CLOTHING	35
10	TEMPORARY FULL-TIME SECURITY EMPLOYEES	37
	Section 1 — Conditions for Temporary Appoint- ments	37
	Section 2 — Probable Terms of Appointments	38
	Section 3 — Temporary Employees Who Become Permanent	39
	Section 4 — Temporary Employees Seniority	39
	Section 5 — Completion of Term of Employment	39
	Section 6 — Notification of Union	40

APPENDICES

Appendix "A" — Security and Claims Department Rates of Pay	42
Appendix "B" — Revised Employee Sick Leave Plan (1981) I.C.T.U. Local 5	44
Appendix "C" — Security and Claims Department Booking Rules	48

4

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, Security and Claims Department Employees hereinafter called "the Union"

OF THE **SECOND PART**

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

GENERAL

CLAUSE 1 — MANAGEMENT FUNCTIONS

Section (1)1 — General Functions

- (1)1.1 The Union acknowledges that it is the exclusive function of the Commission to:
- 1.1.1 maintain order, discipline and efficiency; to make and enforce rules and regulations to be observed by employees.
 - 1.1.2 hire, discharge, classify, transfer, promote, demote, discipline, layoff and recall employees ~~subject to the seniority provisions of this agreement, and to terminate, suspend, demote or otherwise~~ discipline employees for just and sufficient cause, subject to the right of the employee to grieve to the extent and manner provided for herein,
- (1)1.2 Generally to manage and insure the continuous operation of the public transit enterprise in which the Commission is engaged and, without restricting the generality of the foregoing, to determine the number of em-

ployees on the establishment, the arrangement of its transportation service and the location and type of equipment employed by it, the methods and techniques of work, the extension, limitation, curtailment or cessation of operations.

- (I) 1.3 It is understood by the Union that the express provisions of this agreement constitute the only limitation upon the employer's rights.

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 security personnel of the employer in its Security and Claims Department, except Supervisors, office staff, and those currently represented in other Bargaining Units.
- (2)1.2 No employee shall be discriminated against and jeopardized in seniority standing or opportunity for promotion or suffer any loss of employment because of membership or activity in the Union.
- (2)1.3 The Union, its members and agents, agree not to intimidate or coerce employees into membership. The Union also agrees not to engage in other activities on Commission time in such a manner that will interfere with normal operations of the Commission.



- (2)1.4 The Union shall furnish the Commission with a copy of its constitution and by-laws together with a list of its officers and shall notify the Commission promptly of any changes.
- (2)1.5 The Commission agrees to provide the Union with a bulletin board provided **that** the use of such board shall be restricted to 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 the bulletin boards.
- (2)1.6 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 1st 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, ~~work~~ stoppage or other interference with ~~the~~ operation on the part of the members of the ~~Ba~~-gaining Unit, or any lockout on the part of the Commission,

CLAUSE 3 — EMPLOYMENT CONDITIONS

Section (3)1 — Seniority

(3)1.1. Seniority shall be determined by an employ-
ee's date of appointment as a Property Pro-
tection Officer or as a Municipal Law
Enforcement Officer as adjusted and appear-
ing ~~on~~ the separate seniority lists published
~~from~~ time to time.

1.1.1 If a ~~Property Protection Officer~~ accepts
a promotion to Municipal ~~Law~~ En-
forcement Officer and subsequently
returns to the position of Property
Protection Officer in one ~~year or~~ less,
he or she will return with the accu-
mulated seniority he or she would
have had if he or she had not ~~been~~
promoted. If he or she returns more
than one year after being promoted,
he or she will return with the senior-
ity held at the date of his or her
promotion.

1.1.2 After an employee has passed his or
her preliminary examination, he or
she shall be considered ~~as~~ on proba-
tion for a period of twelve months.
At the end of this period, he or she
shall be subject to a final appraisal
by his or her department and if found
satisfactory, his or her seniority shall
be established as of the date of hire.

1.1.3 All things being equal, seniority shall
prevail at all times,

Section (3)2 — Lay-off and Recall

(3)2.1 In case of reduction of staff in a particular
department, the last employee hired shall

be the first to be laid off, and in case of recall, the last employee laid off shall be the first to be recalled.

Section (3)3 — Technological Change

- (3)3.1 In the event that the introduction of new technology methods of operation have the effect of requiring the lay-off 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)4 — Leave of Absence/ Maternity Leave/Special Leave

- (3)4.1 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 entitlements. 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)4.2 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)4.3 Special Leave from employment with full pay may be granted to an employee for the following reasons:

4.3.1 the unexpected or sudden illness of the employee's spouse or child which prevents the employee from reporting ~~to~~ duty;

4.3.2 emergency situations which prevent the employee from reporting ~~to~~ duty;

4.3.3 the birth or adoption of a child;

4.3.4 moving from one residence to another.

Special Leave ~~is to be~~ utilized solely for the purposes as specified above.

(3)4.4 To qualify for Special Leave, the employee must have:

4.4.1 completed six months of employment;

4.4.2 notified his or her Department or immediate supervisor at least 48 hours in advance of the date and time off required.

- (3)4.5 Time required ~~in~~ excess of one day may be extended beyond one day and will be considered on an individual basis. Authorization shall be solely at the discretion of the Commission.
- (3)4.6 It is recognized that Special Leave is not a substitute for sick leave or other leave of absence and therefore employees who persistently request such leave will be required to produce satisfactory evidence.
- (3)4.7 In the event of an emergency, the requirement for advance notice shall be waived.
- (3)4.8 **Professional Appointments**
For professional appointments such as medical, dental, legal and optical a maximum of two hours only may be allowed.
- (3)4.9 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 forms.

Section (3)5 — Union Activities

- (3)5.1 **Union** representatives may receive but not solicit employees' complaints during the ~~work~~ing hours of the employees or union representative. 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)6 — Vacancies/Job Postings

- (3)6.1 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)6.2 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)6.3 Any appointment shall be a function of Management, but the Union shall be informed by the Director of the Personnel Administration Department of the appointment.
- (3)6.4 In order to be considered eligible, an employee **must** apply on the proper form to the Personnel Administration Department.
- (3)6.5 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.
- (3)6.6 When a vacancy occurs for the position of Municipal Law Enforcement Officer and there are no fully qualified candidates, consideration will be given to employees ~~who~~ are currently enrolled in the Law and Security Program of a Community College and ~~who~~ have accumulated a minimum of 60 credits towards the appropriate diploma.

Section (3)7 — Transfers and Promotions

- (3)7.1 The following shall be the status of an employee **who has** been transferred from one section or classification to another or accepts a position outside the Bargaining Unit:
 - 7.1.1 Employees transferred from one section or classification to another

within the Bargaining Unit shall retain seniority within the Bargaining Unit.

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

7.3.1 An employee who requests to return to a former position in the Bargaining Unit after completing the training period and 120 calendar days in the current position shall make such request to the Commission in writing. Provided it is established there is a post on the authorized establishment, the Commission shall fulfill the request when another employee has been trained and is qualified to perform the duties of the employee requesting the return to the former position. If the employee returns to his or her former position, his or her seniority shall be that which he or she had at the date of his or her original transfer.

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

Section (3)8 — Discipline

(3)8.1 The Commission agrees that an employee whose work is of such standard as to justify

discipline, shall be given a warning in writing by his or her Supervisor with the reasons clearly stated. If the employee so **wishes**, the Commission shall 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.

- (3)8.2 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 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)8.3 Entries of a minor nature shall, after a lapse of **two** years during which the employee's record has been clear of similar minor offences, not be taken into consideration by the Commission for any purpose.

- (3)8.4 ~~The~~ Commission shall pay a minimum of one hour **at** basic rates of pay to an employee ordered to report to **an** officer of the Commission in respect of a complaint against such employee that subsequently proves to be unsubstantiated.

- (3)8.5 If the reporting as mentioned in Subsection 8.4 exceeds one hour, the officer of the Commission shall authorize additional pay as may be just and reasonable.

Section (3)9 — Terminations

- (3)9.1 The Commission reserves the right to terminate or suspend employees for **just** cause. Without limiting the generality of the foregoing, just cause shall include but not be limited to:

incompetence, being under the influence of alcohol or drugs, intoxication, drug abuse, habitual absenteeism, drunkenness, dishonesty, repeated minor violations of the rules, theft, insubordination, disorderly conduct, falsification of records, consistent use of foul **or** abusive language, consistent failure to report for duty without **a** bonafide reason, unprovoked **assault** on employer **or** employer's representative, consistent incivility to superiors, peers, other employees and the public, **gross** negligence of any kind,

- (3)9.2 Before suspending or terminating an employee, the Commission shall carry on a full and fair investigation. Immediate suspension **may** take place if the Commission believes there is serious danger to other Commission employees or property or to the general public. **Should** such investigation disclose the guilt of the employee beyond reasonable doubt, then the employee shall be terminated immediately and given seven calendar days to appeal the Commission's decision. Coincident with the Commission's decision, the Union shall be notified of the employee's termination.

Section (3)10 — Bereavement Leave

- (3)10.1 An employee shall be granted paid bereavement leave as follows:

10.1.1 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;

10.1.2 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;

10.1.3 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)11 — Jury & Witness Duty

(3)11.1 Any employee who is called upon to act as a juryman, 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 juryman or witness.

(3)11.2 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)11.3 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)11.4 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)11.5 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)11.6 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)11.7 When as a result of a job related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the ~~em~~-ployee will be allowed to bank a lieu day to be taken at a time approved by the Commission.
- (3)11.8 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.
- (3)11.9 An employee who is required to make a court appearance on his or her day off or when the employee is not working on his or her regular shift shall be paid a minimum ~~of~~ three hours pay at overtime rates.

Section (3)12 — Legal Proceedings

- (3)12.1 The Commission agrees that employees shall be compensated for all time spent attending legal proceedings, including interviews with ~~Commission~~ Solicitors arising out of an occurrence and/or infractions under the Highway Traffic Act while in charge of a Commission vehicle subject to the following conditions:

- 12.1.1 if, at the completion of a Civil Action, the Commission ~~is~~ found to be responsible due to the negligence of the employee, he or she shall be compensated only for normal ~~work~~ shifts lost during the proceedings;
- 12.1.2 if, following the hearing of a Highway Traffic Act infraction, the employee is found ~~to~~ be guilty, he or she shall not be compensated for normal work shifts lost or time spent beyond normal working shifts. If the charge is dismissed, the employee shall ~~be~~ compensated for normal ~~work~~ shifts lost.

Section (3)13 — Meal Allowance

- (3)13.1 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)14 — Licencing

- (3)14.1 All employees who drive Commission vehicles shall at all times ~~be~~ in possession of a valid driver's licence with the appropriate class and such driver's licence shall be shown to Commission officials on request.
- (3)14.2 If an ~~employee~~ is required to hold a valid driver's licence as a condition of employment and has such licence ~~permanently~~ withdrawn or suspended by Provincial authorities for ~~other~~ than medical reasons:
- i) while operating a Commission vehicle and engaged in work activity,
such an employee shall have his ~~or~~ her employment with the Commission terminated immediately;
 - ii) while operating a vehicle not associated with assigned work activity and if ~~the~~

suspension of the licence is for 1 year or less,

such employee shall be placed on ~~sus~~pension without pay for a maximum period of 1 year or until the licence is restored to the employee, whichever occurs sooner.

- (3)14.3 If an employee does not report for work immediately after the licence has ~~been~~ restored, or, if at the end of the ~~t~~ year period the licence has not ~~been~~ restored, the employee's employment with the Commission shall be terminated immediately.
- (3)14.4 If under the provision of 14.2 (ii) an initial suspension of an employee's driver's licence is greater than 1 year or ~~if~~ a second suspension should ~~occur~~ for any duration whatsoever, the employee shall be subject to immediate dismissal.
- (3)14.5 Any employee ~~who~~ fails to notify the Commission in writing of a change in the status of the driver's licence required for the job ~~before~~ resuming or attempting to resume Commission duties shall ~~be~~ subject to disciplinary actions ~~or~~ termination.
- (3)14.6 The Commission recognizes that changes may occur in the law with regard to the length of time for licence suspensions for a first offence and agrees to modify Clause 3 Section 14, Sub-section 14.2 of this agreement ~~consis-~~tent with the change in the law.

Section (3)15 — Medical Fitness

- (3)15.1 The Union recognizes the responsibility of the Commission to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.
- (3)15.2 The Commission respects the confidentiality of employee medical records. Under normal circumstances, the Commission also ~~m-~~recognizes the entitlement of its employees to their own choice of physician.

- (3)15.3 Where the Commission specifies on reasonable grounds that it is of the opinion that an employee may be medically unfit to work on a regular basis, the Commission may require the employee to provide, at his or her own expense, a Certificate of a licenced physician attesting to his or her fitness for work.
- (3)15.4 Where the Commission specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work or may jeopardize the safety of others, notwithstanding the delivery of the Certificate, the Commission shall meet with the employee (and his or her Union representative, if the employee so requests) to discuss the ~~work~~ performance of the employee.
- (3)15.5 Following such meeting, where the Commission specifies on reasonable grounds that it continues to ~~be~~ of the opinion that an employee may be medically unfit for ~~work~~, it may require the employee to provide, at his or her own expense, a further Certificate of a licensed physician attesting to his or her fitness for his or her work, and certifying that the physician has fully informed himself or herself of the nature of such work by discussing it and the employee's medical condition with the Commission physician. For these purposes, it is recognized that the Commission has the right to send the employee to the Commission physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the Commission physician to be able to provide the Commission with a medical opinion as to the employee's fitness to work.
- (3)15.6 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 medi-

cally unfit for work, notwithstanding the provision of the certificates mentioned in Subsections 15.3 and 15.5, it may require the physicians **of** the employee and the Commission to jointly select a third physician, **who** shall examine the employee and provide a further Certificate attesting to the fitness or **unfitness of** the employee for **work**. The Certificate shall be conclusive of the issue of fitness for **work**.

Section (3)16 — Employee Assistance Program

- (3)16.1 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)17 — Sick Leave Certificates

- (3)17.1 Any employee returning from an 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** licensed physician attesting to his **or** her fitness **for** work, before resuming work.

Section (3)18 — Application for Benefits

- (3)18.1 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 working hours of an employee during the life of this agreement.
- (4)1.2 Normal working **days** or shifts shall be:
 - 1.2.1 five days of eight hours per day; andlor,
 - 1.2.2 two days of eight hours per day and two days of twelve hours per day (weekends: 12-hourshifts), **for** Property Protection Officers only; andlor,
 - 1.2.3 four days of ten hours per day;
 - 1.2.4 the Commission will **not** establish shifts differing from the above without first consulting with the Union.
- (4)1.3 The Commission agrees to structure the shifts in such **a** manner that short changes (8 hours between shifts) **are** at a minimum. When a short change occurs the employee will be notified a reasonable time in advance.
- (4)1.4 Employees required to attend meetings when they are off duty **shall** receive **a** minimum payment of three hours pay at straight time.
- (4)1.5 When employees are on **a** paid lunch break they shall remain on call **in** their *normal* work area.
- (4)1.6 Employees who are off duty and come in to work at special events such **as** football **games**, rock shows, etc., shall receive **a minimum** payment of four hours pay at straight time.

Section (4)2 — Rates of Pay

(4)2.1 Probationary Period

An employee during his or her probationary period shall receive the minimum rate of pay **as** set out in Appendix "A", Security and Claims Department Rates of **Pay**.

(4)2.2 Job Classification Rates

- 2.2.1 An employee at the successful conclusion of his or her probationary period shall be entitled ~~to~~ the job classification rate as set out in Appendix "A", ~~Security~~ and Claims ~~Department~~ Rates of Pay.
- 2.2.2 When an employee ~~is~~ required to perform the duties of a higher paid job classification, he or she shall be paid according to the rates of pay as set out in Appendix "A", Security and Claims Department Rates of Pay.

(4)2.3 Overtime

- 2.3.1 If an eight hour shift ~~is~~ extended (except weekend ~~12~~ hour shifts) time and one-half will ~~be~~ paid on those hours in excess of eight hours.
- 2.3.2 Employees called upon to work their ~~day~~ off will be paid at the rate of time and one-half.
- 2.3.3 Employees, at their discretion, may elect to accumulate their overtime or to be paid. Overtime may not be accumulated beyond ~~35~~ hours.
- 2.3.4 Accumulated overtime may not be carried into the following year. All accumulated overtime will be paid not later than December 31st.
- 2.3.5 All employees shall be available for emergency ~~work~~ whenever called for, emergency ~~work~~ being deemed ~~to~~ be such ~~work~~ as is not reasonably foreseeable.
- 2.3.6 Overtime shall be governed by the following rules.
 - 2.3.6.1 An employee shall not work any combination of booked work and overtime which will exceed 16 consecutive hours or which will not ~~allow~~

a minimum of 8 hours of rest before commencing **work** again.

2.3.6.2 No employee is to be called during **his** or her vacation. On the Friday preceding his or her return to **work**, an employee may call Control up until 12:00 noon to ascertain if there is any overtime available for the following week.

2.3.6.3 An employee who has not worked all regular **hours** in a pay period may be denied the right to **work** overtime in the next pay period. Before this is invoked, the employee shall be notified in writing.

2.3.6.4 On extended absenteeism, the open shift in the MLEO Section **may** be covered by the Relief MLEO.

2.3.6.5 Relief MLEOs may be used to cover regular shifts which have not been filled.

2.3.6.6 Overtime must **be** authorized either by the Working Supervisor or Head or by the Controller acting in accordance **with** the overtime Directive.

2.3.7 Overtime shall be offered to employees in the following order:

2.3.7.1 to employees in the appropriate section who owe time as a result of excused absence;

2.3.7.2 to employees in the appropriate section on their day off in order of seniority **who**

have indicated in writing their wish to **work** overtime and **are** available for such overtime on a monthly basis;

2.3.7.3 to the Relief Municipal **Law** Enforcement Officers for MLEO **work** on their day off in order of seniority;

2.3.7.4 to the Relief Municipal Law Enforcement Officers for **MLEO work** shift. If the Relief MLEO is already **work**-ing a regular shift in the Patrol Section, the Relief MLEO is to be given MLEO **work** and the open shift in the Patrol Section is to be covered by overtime if required;

2.3.7.5 to any available employee in order of seniority;

2.3.7.6 if overtime still cannot be covered, the **most** junior member **in** the appropriate section will have to take the work, including the Relief Municipal **Law** Enforcement Officer.

2.3.8 Extending Shifts

Shifts **may** be extended to a maximum of four hours until appropriate overtime **can** be **arranged**.

Section (4)3 — Sunday Work

(4)3.1 Rates of pay for **work** performed on Sundays shall **be** time and one quarter of the employee's job classification **rates**.

Section (4)4 — General Holidays

(4)4.1 The following are general statutory holidays which may **be** celebrated on dates coinci-

dent 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)4.2 An employee whose work schedule requires him or her to work on any of the holidays listed in 4.1 above shall be compensated for time worked on such days by a normal day's pay plus pay equal to one and one half times the employee's regular rate of pay for hours worked.
- (4)4.3 If an employee **does** not work on one of the paid holidays Listed in 4.1 because the day falls on an employee's scheduled day off, the employee shall be paid a normal day's **pay**.
- (4)4.4 If an employee whose scheduled day off falls on one of the general holidays listed in 4.1 is required to work in the event of an emergency situation, 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 rate of pay for **hours** worked.
- (4)4.5 Notwithstanding the above provisions, in respect of an employee who does not **work** on a general holiday, such **an** employee shall not be entitled **to** receive Holiday Pay under the following conditions:
 - 4.5.1 if the holiday falls within the first **30** calendar days of employment;
 - 4.5.2 if the employee received Sick Leave payments for the holiday;
 - 4.5.3 if the employee has not received wages for work **performed** for at least fifteen days during the thirty calendar days immediately preceding a general holiday;
 - 4.5.4 for **any period** for which the employee is not receiving wages.

Section (4)5 — Designated Holidays

- (4)5.1 The following **are** designated holidays which may be on dates coincident with celebration by the Federal Public Service: Civic Holiday, Easter Monday.
- (4)5.2 An employee whose work schedule requires him or her to **work** on a designated holiday shall be paid at twice the employee's **regu-**lar rate of pay for all hours worked on that day.
- (4)5.3 An employee who does **not** work on a designated holiday because that day falls on the employee's scheduled day off, shall **be** paid a normal day's pay.
- (4)5.4 An employee whose scheduled day off falls on the day observed **as** a designated holiday and **is** required to work on that day because of an emergency situation, shall receive in addition to a normal day's pay, the employee's basic rate **of** pay for all hours worked.
- (4)5.5 Notwithstanding any of the above provisions, an employee who does not work **on** a designated holiday shall not be entitled to holiday pay under the following conditions:
 - 5.5.1 if the employee has received Sick Leave payments for that day;
 - 5.5.2 if the employee has not worked a full day **upon** the last scheduled **work-**ing day immediately before a designated holiday and upon the first **scheduled** working day following such holiday (except when permission not to work has been granted);
 - 5.5.3 for any **period** in which the employee is not receiving regular wages.
- (4)5.6 An employee who **is** on authorized vacation when a general or designated holiday occurs, shall have his or her vacation period extended by one day and the employee shall be paid for such day the wages to which he or she

is entitled for that general or designated holiday at his or her regular basic rate of pay. In lieu of the above arrangement, the Commission may grant, at its option, such an employee an additional day off at his or her regular basic rate of pay at a future time, to be approved by the Commission,

CLAUSE 5 — GRIEVANCES

Section (5)1 — Grievance Procedure

- (5)1.1 The Commission and the Union agree that it is in the best interest of both parties that complaints and grievances shall be adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the authorized Supervisor involved must be given full opportunity to investigate and adjust the complaint. Any of the time periods listed below may be extended by mutual agreement.
- (5)1.2 In order for a complaint to be considered valid an employee must bring a complaint to the attention of the authorized Supervisor within five working days of an incident.
- (5)1.3 If the complaint is not satisfactorily resolved within five working days, the employee may choose to have recourse within five 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 Director of the Security and Claims Department. 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 General Manager. The employee or the Commission may choose to have the Union Negotiating Committee in attendance with the General Manager or his or her delegate. If a settlement satisfactory to the employee concerned or the Union is not reached within five working days or a time period mutually agreed upon, the grievance may at the end of this period and within one month be referred to a Board of Arbitration.

Section (5)2 — Arbitration

- (5)2.1 Upon receipt by the General Manager of written notice from the President of the Union of the desire to arbitrate the grievance, the Commission and the Union shall each appoint an arbitrator within 5 working days. The two arbitrators shall within five working days after 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 shall pay the expenses of its own arbitrator and the parties will jointly pay the expenses of the third arbitrator.
- (5)2.2 In the case of an arbitration not arising out of a grievance but affecting a dispute between the Union and the Commission in relation to any of the terms of this Agreement, the procedure as outlined in 2.1 shall apply after either party has given notice in writing of the desire to arbitrate.
- (5)2.3 The Board of Arbitration shall not alter, modify 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.

Section (5)4 — Meetings with Management

- (5)4.1 Time off without pay shall be allowed to the Officer or Officers of the Union attending an official meeting with Management or a grievance hearing at the office.

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 vacation 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 days 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	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 with 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 within the respective sections. There will be no more than one employee off at any time for vacation from each section unless there is no one ~~off~~ from the other section, in which case there ~~may~~ be **two** employees off.
- (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 ~~the~~ vacation period which is 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 agree that entitlement to vacation with pay was changed from a system of calculation in arrears to a system of calculation ~~by~~ current service, effective the 1st day of January, 1977.
- (6)3.2 The Commission therefore agrees that each employee ~~who was~~ employed by the Commission the 1st day of January, 1977, and who has continued 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 with pay equal to the entitlement to vacation with pay granted ~~by~~ Section 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, ~~and~~ with the consent of the Commission, the employee may take the whole of the OYVE as vacation with pay in ~~addition~~ to the employee's entitlement to vacation under Section 2.
- (6)3.6 At the request of an employee, but subject to the provisions of Sub-section 3.7, the

Commission will pay to the employee or ~~as~~ directed the monetary equivalent of the **OYVE**.

- (6)**3.7** With respect to applications by employees pursuant to Sub-section **3.6**:
- 3.7.1** 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;
 - 3.7.2** applications will be granted in order of seniority;
 - 3.7.3** 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;
 - 3.7.4** the amount of money to be budgeted by the Commission in any year for the purpose of **OYVE** payouts is solely and entirely in the discretion of the Commission;
 - 3.7.5** payments made pursuant to **Sub-section 3.6** ~~are~~ conclusively deemed to have ~~been~~ paid on the 31st of March in the year of payment.
- (6)**3.8** 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 3.7 will not apply.

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~~ 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 coverage 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~~ 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)l.8 **The Survivor Protection** Plan which provides a monthly income benefit to survivors in ~~the~~ event ~~of~~ an employee's death before retirement.
- (8)l.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 costs of the said Plan are increased by reason ~~of~~ extra benefits, then the **Com**-mission 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 employees. ~~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 as outlined in Sub-section 2.8, 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 Dental Insurance Plan

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

(8)2.6 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)2.7 Pension Plan

Participation in the Pension Plan is a condition of employment. Employees shall make the ~~required~~ contributions by payroll deduction 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)2.8 Early Retirement Benefits

2.8.1 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.

2.8.2 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)2.9 Workers Compensation

2.9.1 An employee absent from duty as a result of work-related illness or injury shall continue to receive his or her usual basic earnings. The employee 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 employee shall endorse over to the Commission each and every cheque he or she receives from Workers' Compensation as earnings replacement benefits.

2.9.2 If an employee remains disabled and in receipt of Workers' Compensation

tion benefits beyond 17 continuous weeks, he or she shall be transferred to the Inactive Roll of the Commission. If an employee is deemed not re-employable in his or her regular duties but nevertheless continues to be eligible for either Workers' Compensation benefits or Long Term Disability benefits, his or her position on the establishment shall be filled permanently. The employee remains on the Inactive Roll while he or she remains disabled and in receipt of W.C.B. or L.T.D. benefits until he or she reaches age 65 or he or she dies.

- 2.9.3 If an employee, whose post has been filled, and is subsequently deemed not eligible for either W.C.B. or L.T.D. benefits, then his or her employment status with the Commission shall be terminated and he or she will be transferred to the Ex-Employee Roll.
- 2.9.4 An employee who is disabled as the result of a work-related injury or illness and who is denied a claim under the W.C.B. shall be entitled to such Sick Leave allowances as he or she then has available up to the maximum of 17 weeks. After a continuous period of 17 weeks of disability he or she shall then be required to file a claim for L.T.D. benefits. If he or she is deemed not eligible for such benefits, he or she shall then be requested to file a claim for U.I.C. sickness benefits.
- 2.9.5 An employee who has become disabled and is unable to perform his or her own job and who is able to do other lighter duties may be offered such duties by the Commission if

they ~~are~~ available. **An** employee who is medically able to perform such duties shall accept to do so. In the **event** that an employee shall refuse **such** lighter duties and has exhausted all benefit entitlements, including ~~Sick~~ Leave, U.I.C. benefits and/or is not entitled to W.C.B. or L.T.D. benefits, shall have his or her employment status with the Commission terminated and shall be placed on the Ex-Employee Roll.

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 — UNIFORM CLOTHING

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

- 1.1.1** **two** pairs of trousers each year, summer or winter weight, **and** two clip-on ties each year. New employees shall initially receive three pairs of ~~trousers~~;
- 1.1.2** ~~six~~ perma-press ~~shirts~~, choice of short sleeves or ~~long~~ sleeves. After the initial issue to new employees, 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 pair of boots or shoes every year;

- 1.1.5 one boot or shoe resole every year subject to condition of same;
 - 1.1.6 one pair ~~of~~ overshoes and toe rubbers every year subject to the condition of the past issue;
 - 1.1.7 one pair of gloves each year;
 - 1.1.8 one police-style reversible raincoat every eight years;
 - 1.1.9 one winter **fur** hat every three years;
 - 1.1.10 one belt every 3 years.
- (9)2.1 The initial issue to new employees shall be:
- 2.1.1 one short winter nylon patrol jacket every three years;
 - 2.1.2 one short spring and fall nylon jacket every three years;
 - 2.1.3 one hat badge;
 - 2.1.4 one identification badge and wallet;
 - 2.1.5 one ID card;
 - 2.1.6 one ID wallet every **three** years.
- (9)3.1 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)4.1 If without negligence, any employee's uniform clothing is destroyed or ~~damaged~~ while on ~~duty~~, the Commission will repair or replace the said item.
- (9)5.1 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)6.1 Employees will make themselves available for uniform measuring at the time and periods specified by the Commission. Employees who fail to report without just cause

will not receive uniform items until their next scheduled issue.

- (9)7.1 **Upon** leaving the service for any cause an employee with

7.1.1 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.

7.1.2 ~~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)8.1 In the event that ~~an~~ employee leaves the service and retains uniforms under the provisions in Sub-section 7.1, he or she must ~~return~~ shoulder flashes, hat badges, ID badges and any other items identifying the Department or the Commission.

- (9)9.1 **On** uniforms Municipal Law Enforcement Officers shall be identified ~~as~~ Transit Law Enforcement.

CLAUSE 10 — TEMPORARY FULL-TIME SECURITY AND CLAIMS EMPLOYEES

Section (10)1 — Conditions for Temporary Appointments

- (10)1.1 Temporary full-time employees may be hired for a period of up to **30** months to fill vacancies resulting from permanent employees being absent due to authorized leave of absence, short ~~term~~/long term illness, maternity and child care leave or up to 12 months to fill vacancies resulting from a temporary overload of regular ~~work~~ or a special temporary program. These temporary appointments shall not continue longer than such

specified ~~periods~~ unless approved by the Commission during the normal ~~budgetary~~ process.

**Section (10)2 — Probable Terms
of Appointments**

(10)2.1 The provisions of the collective agreement apply to temporary employees as follows:

**2.1.1 Temporary employees hired for a
probable term of 6 months or more**

- i) Vacation in accordance with Clause 6.
- ii) They will be eligible for the following benefits in accordance with Clause 8:
 - O.H.I.P. or equivalent payment.
 - Supplementary Health Insurance **Plan**.
 - Sick Leave Plan.
 - Group Life Insurance Plan.
 - Dental Insurance Plan.
 - Survivor Protection Plan.
- 2.1.1 iii) They will participate in the Long-**Term** Disability Insurance Plan if they are still in employment after 1 year.
- 2.1.1 iv) They will be eligible to participate **in** the Pension Plan if they are still in employment after 1 **year**. They will also have the option at that time of purchasing pension coverage for the first **year** of service, **with** the Commission contributing its appropriate share of the cost.
- 2.1.2 Temporary Employees Hired for a
Probable Term of Less Than 6 Months**
 - i) They will receive a 4% payment in lieu of vacation in each pay period.

- ii) They will not be eligible for Employee Benefit Plans under Clause 8 except for O.H.I.P. or equivalent payment.
- iii) If they ~~are~~ informed that their probable term of employment will extend beyond 6 months or if it does extend beyond 6 months, then they will ~~be~~ covered under the provisions of Subsection 2.1.1 above and their previous temporary service will count toward ~~any~~ waiting periods or level of benefit qualifications under the various plans including vacation entitlement.

Section (10)3 — Temporary Employees Who Become Permanent

- (10)3.1 Temporary employees who will or have become permanent will have the option of purchasing pension coverage for their period of temporary service, with the Commission contributing its appropriate share of the cost. Their previous temporary service will count toward any waiting periods or level of benefits qualifications under the various plans including vacation entitlement.

Section (10)4 — Temporary Employees Seniority

- (10)4.1 A separate seniority list shall be maintained for temporary employees which will govern seniority among themselves ~~but~~ which will place them behind all permanent employees in order of seniority. However, if an employee becomes permanent, then his or her seniority under Clause 3, Section 1 shall be determined by the date of employment as a permanent employee.

Section (10)5 — Completion of ~~Term~~ of Employment

- (10)5.1 Clause 3, Section 2 shall not apply to temporary employees. However, they will be

entitled to **two** weeks notice in writing with a copy to the Union when their term of employment comes to an end. In addition, unless they and the Union have been notified that they were not a satisfactory employee, they will be entitled to recall **on** the basis of the last person terminated ~~from~~ their temporary employment being the first to be recalled for a period of 6 months for any vacancy occurring in the bargaining unit for which they are qualified and on which **no** permanent employee has exercised his or her seniority rights under the recall or other vacancy provisions. The Union shall be notified in the event of such a recall. Upon his or her return to work, any seniority accumulated prior to their termination shall be reinstated. For **the** purposes of eligibility for the various benefit **plans**, a break in service of 2 months or less **shall** count as continuous service.

Section (10)6 — Notification of Union


- (10)6.1 The **Union will** be notified prior to the hiring of temporary employees **as** to the need for their hiring and whether their probable term of employment will be more or less than 6 months.

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.

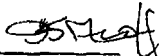
SIGNED, SEALED AND DELIVERED this 14th day of December, 1988.

OTTAWA-CARLETON
REGIONAL TRANSIT
COMMISSION

INDEPENDENT CANADIAN
TRANSIT UNION, LOCAL 5,
SECURITY AND CLAIMS
DEPARTMENT


General Manager


President-Business Agent


Treasurer and Controller

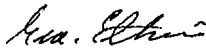

Vice-President


Manager,
Human Resources Division

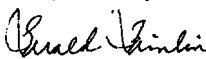

Recording & Financial
Secretary


Director,
Employee Relations Department


Negotiating Committee


Director,
Security & Claims Department


Negotiating Committee


Director, Occupational Health,
Safety & Benefits


Negotiating Committee


Employee Relations Officer

APPENDIX "A"
SECURITY AND CLAIMS DEPARTMENT HOURLY RATES OF PAY

PROPERTY PROTECTION OFFICER			
	MINIMUM	MID-POINT	JOB RATE
Jan. 1/88	11.13	11.52	11.99
Jan. 1/89	11.63	12.04	12.53
Jan. 1/90	12.18	12.61	13.13
MUNICIPAL LAW ENFORCEMENT OFFICER			
	MINIMUM	MID-POINT	JOB RATE
Jan. 1/88	12.70	13.54	14.07
Jan. 1/89	13.27	14.15	14.70
Jan. 1/90	13.90	14.82	15.40

**WORKING SUPERVISOR
MUNICIPAL LAW
ENFORCEMENT OFFICER**

	MINIMUM	MID-POINT	JOB RATE
Jan. 1/88	14.66	15.48	16.59
Jan. 1/89	15.32	16.17	17.34
Jan. 1/90	16.05	16.94	18.16

RELIEF

**MUNICIPAL LAW
ENFORCEMENT OFFICER**

- 1st 6 months — minimum 1040 hours — Municipal Law Enforcement Officer
Minimum Rate.
- 2nd 6 months — minimum 1040 hours — Municipal Law Enforcement Officer
Mid-Point Rate.

Thereafter — Municipal Law Enforcement Officer Job Rate.

NOTE: Employees who work in the Security and Claims Department Control
hour in addition to their regular hourly rate for all hours worked.

shall receive \$0.65 per

APPENDIX "B"
REVISED EMPLOYEE SICK LEAVE PLAN
(1981) ICTU, 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 re-instatement 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 Worker's Compensation. **In** this case, the Com-

mission will ensure you continue to receive income of 100% of your basic net earnings after taxes, including Worker's 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 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"

SECURITY AND CLAIMS DEPARTMENT BOOKING RULES

The Commission agrees that all employees in the bargaining unit within the job classification Property Protection Officers shall select by seniority every three months their work shifts on the roster which has five blocks.

MON	TUE	WED	THU	FRI	SAT	SUN	
	S	P	A	R	E		BLOCK #1 SPARES
	S	P	A	R	E		
X	X	X	E	E	A	A	BLOCK #2 CONTROL CENTRE
E	E	X	X	X	B	B	
D	D	D	D	D	X	X	
N	N	N	N	N	X	X	
X	X	X	E	E	A	A	BLOCK #3 ST-LAURENT
E	E	X	X	X	B	B	
D	D	D	D	D	X	X	
N	N	N	N	N	X	X	
7-3 E	7-3 E	7-3 E	7-3 E	7-3 E	X	X	BLOCK #4 MERIVALE GARAGE
X	X	X	E	VAULTS D	A	A	
X	X	VAULTS D	VAULTS D	X	B	B	
7-3 E	7-3 E	7-3 E	7-3 E	7-3 E	X	X	
VAULTS D	X	C.C. E	X	X	B	B	BLOCK #5 PINECREST GARAGE
X	VAULTS D	E	X	X	A	A	

The example which follows illustrates how employees select their work:

1. There are five blocks on the roster. **Blocks** two and three each have four work shifts and blocks four and five each have three work shifts.
2. When an employee selects **a work** shift within one **of** the blocks, he or she will then rotate weekly within his or her block for the duration **of** the booking.
3. Duties to be performed on each work shift shall be assigned by Management.
4. Location of each work shift shall be assigned by Management.
5. Each three months the new work shift selection shall begin on a Monday and terminate on a Sunday.
6. First booking **begins** on the first Monday of **January**.
Second booking begins on the first Monday of April.
Third booking begins on the first Monday of July.
Fourth booking begins on the first Monday of October.

SPARES

Spare shifts **are** subject to change 24 hours in advance.

Block number **one** is worked by spares. This block **would be** used to replace Property Protection Officers **and** MLEOs on vacation, and also may be used **to** cover work **of** employees unavailable for duty.

All vacation in MLEO will be covered by Relief MLEO, and their shifts (Relief MLEO) may be covered by a spare.

HOURS OF WORK

Weekdays

Day Shift	7:00 a.m. — 3:00 p.m.
Evening Shift	3:00 p.m. — 11:00 p.m.
Night Shift	11:00 p.m. — 7:00 a.m.

Weekends

East End

"A" Shift 11:00 a.m. — 1:00 p.m.

"B" Shift 11:00 p.m. — 1:00 a.m.

Pinecrest & Merivale

"A" Shift 11:30 a.m. — 1:30 p.m.

"B" Shift 11:30 p.m. — 1:30 a.m.

NOTE: When working "A" and "B" shifts on blocks two and three, the Property Protection Officers will be required to work 6 hours in the Control Centre and 6 hours at St. Laurent.

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 Property Protection Section ~~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.

SPECIAL BOOKING FOR CHRISTMAS DAY AND NEW YEAR'S DAY

The Booking Rules outlined below apply to Property Protection Officers and Municipal Law Enforcement Officers.

1. **A** special Christmas Day and New Year's Day booking will be held during the last week ~~of~~ November.
2. Employees wishing ~~to work~~ both days shall book according to seniority within their respective sections.
3. According to seniority, employees shall **book** either Christmas Day or New Year's Day within their respective sections.
4. **If** there is an opportunity to book ~~off~~ both Christmas Day and New Year's Day, these shall be booked by employees in accordance with seniority within their respective section.