

# **COLLECTIVE AGREEMENT**

**between**

**CANADIAN UNION OF PUBLIC EMPLOYEES,**



**Local 5500**

**TRANSIT FLEET MAINTENANCE**

**and**

**The City of Ottawa**



*Ratified by the Employer: July 23, 2003  
April 1, 2002 to March 31, 2005*

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

**03765 (07)**

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**BETWEEN**

**CITY OF OTTAWA**

Hereinafter called "the City".

**OF THE FIRST PART**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

Transit Fleet Maintenance 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 City 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 ensure the continuous operation of the public utilities enterprise in which the City is engaged and without restricting the generality of the foregoing, to determine the number, the location and type of equipment employed by it, the number and location of personnel and shifts, the control of materials and parts, the method and techniques of work and schedules of work.

## **SECTION (1)2 – METHOD OF EXERCISING FUNCTIONS**

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

### CLAUSE 2 - CONDITIONS

## **SECTION (2)1 – BARGAINING UNIT**

- (2)1.1 An employee for the purpose of this Agreement is an individual engaged in the classifications described in Clause (2), Section 1, Subsection 1.2 – Bargaining Unit. The classifications relate to supervisory and non-supervisory personnel engaged in the repair and maintenance of all transit and related vehicles, stores, plant and building operations, as will be described by Job Descriptions. When changes are made to the Job Descriptions, the City agrees to consult with the Union.
- (2)1.2 The City agrees to bargain exclusively with the Union in respect to employees of the City forming part of the Bargaining Unit so long as the Union remains the certified bargaining representative. The employees included in the Bargaining Unit are salaried employees of the Transit Fleet Maintenance Division employed in the following classifications: Garage Supervisor, Stores Supervisor, Technical Services Instructor, Work Study Technician, Job Planner, Vehicle Maintenance System Technician, Road Services Supervisor, Materials and Equipment Safety Instructor, Energy Systems Supervisor, Plant Supervisor and excludes Managers, Superintendents, office employees, and those currently represented in another Bargaining Unit.
- (2)1.3 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)1.4 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 City time in such a manner that will interfere with all job functions being performed.
- (2)1.5 The Union will furnish the City with a copy of its constitution and by-laws together with a list of its officers and will notify the City promptly of any changes.

- (2)1.6 The City agrees to provide the Union with a bulletin board provided that 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 submit copies of all materials which are to be posted or distributed on the property, other than notices of meeting, to the Director of Employee Relations for approval before posting or distribution.
- (2)1.7 The City will furnish the Union with a list of the supervisory personnel and a complete Organization Chart once a year 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 two (2) hours paid time off to attend a Union orientation session. The timing will be agreed to by the Union and the Employer. This will be arranged as not to interfere with training.
- (2)1.9 If a new job is created and falls within the scope of this agreement, the Employer will establish a rate of pay in conjunction with the Union. If the parties are unable to agree on the rate of pay, the dispute shall be submitted to binding mediation/arbitration for resolution. The new rate will become retroactive to the time the new post was created. This clause does not apply to reclassification of existing job.

### **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 1<sup>st</sup> day of April, 2002 to the 31<sup>st</sup> day of March, 2005, 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 1<sup>st</sup> day of April, 2005, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1<sup>st</sup> day of January, 2005, or any subsequent anniversary thereof.

## **SECTION (2)4 – STRIKES AND LOCK OUTS**

- (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, stoppages of work or other interference with the operation on the part of the members of the Bargaining Unit, or any lockouts on the part of the City.

## **SECTION (2)5 – CONTRACTING OUT**

- (2)5.1 There will be no new contracting out during the term of this Agreement if such contracting out would result directly in the lay-off of any bargaining unit incumbent of the work contracted out.

## **CLAUSE 3 – EMPLOYMENT CONDITIONS**

### **SECTION (3)1 – BARGAINING UNIT WIDE SENIORITY – GENERAL PRINCIPLES**

The parties agree Bargaining Unit Wide Seniority will apply as follows:

The City and the Union agree to recognize the Bargaining Unit Wide Seniority principle combined with the following provisions:

- Promotions will be obtained, provided the candidate has the required knowledge, ability and qualifications to do the job. All things being equal, seniority shall prevail.
- Layoffs and recalls will be done based on bargaining unit wide seniority but with the required knowledge, ability, and qualifications to the job.
- Overtime, vacation and statutory holidays will be booked by employees in their substantive positions and by classifications based on bargaining unit wide seniority, or according to the provisions negotiated between the parties, such as the booking rules.
- Bargaining unit wide seniority will be used for booking purposes, by classification or bargaining unit, whichever applies currently – prior to date of signing of the new agreements.



## **SECTION (3)2 – SENIORITY AND CHANGES IN EMPLOYMENT**

### Seniority

- (3)2.1 Seniority shall be determined by the date of appointment in a position covered by the CUPE 5500 bargaining unit as appearing on the seniority list published January 31<sup>st</sup> of each year.
- (3)2.2 When an employee from outside the CUPE 5500 bargaining units has passed the preliminary examination, he or she shall be considered on probation for a period of twelve (12) months. At the end of this period, the employee's performance shall be reviewed and, if found satisfactory, seniority shall be established as of date of appointment in a position covered by the CUPE 5500 bargaining units.
- (3)2.3 An employee who obtains a position and transfers between any of the three (3) bargaining units represented by CUPE, Local 5500 shall transfer with full seniority, and shall be subjected to a trial period as per Clause (3)2.8.

### Changes in Employment

- (3)2.4
- 2.4.1 In case of reduction of staff, seniority shall prevail.
- 2.4.2 In the event of a position being eliminated in the Bargaining Unit, all employees shall be rebooked, if required, in accordance with bargaining unit wide seniority and the booking rules.
- (3)2.5 When an employee is transferred or accepts a promotion outside of the CUPE 5500 bargaining units and subsequently returns to the bargaining unit:
- 2.5.1 the return will take place only when it is established that there is a post on the authorized establishment and that another employee has been trained and is qualified to perform the duties of the employee returning;
- 2.5.2 if he or she requests or a return is otherwise arranged in one (1) 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.

(3)2.6 When a vacancy occurs and no qualified applicant is available, the Employer may consider the most senior employee who does not meet the required qualifications for the position, but who is currently attending a recognized educational program, whether internal or external, and who will meet the requirements of the position within a six (6) month period which may be extended by mutual agreement. The employee will be given a six (6) month trial period. At the end of the trial period, the employee will be interviewed to established suitability for the position. If they are not selected as the incumbent, they will be returned to their former position.

(3)2.7 Promotions

In the case of promotion, all things being equal, seniority shall prevail.

(3)2.8 Trial Period

A successful applicant from within a CUPE 5500 bargaining unit shall have a trial period of six (6) months during which the Employer will determine if the employee can satisfactorily perform the job.

Within this period, the employee may voluntarily return, or be returned by the Employer, to the position formally occupied without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned, based on the applicable provisions of their collective agreement, to his/her former position and salary.

### **SECTION (3)3 – LAY-OFF AND RECALL**

(3)3.1 For the purposes of this clause, a lay-off is a temporary cessation of work instituted by the City because of lack of work.

(3)3.2 The provisions of this clause do not apply to temporary employees .

(3)3.3 The City will advise the affected employees in writing, with copy to the Union, two (2) weeks prior to a lay-off.

(3)3.4 In the event of a lay-off, employees shall be laid off in the reverse order to their seniority provided the remaining employees have the required knowledge, ability and qualifications to do the work.

(3)3.5 In the event of a lay-off, employees affected shall, where positions are available, be given the opportunity to revert to a vacant position, provided the employees affected have the required knowledge, ability and

qualifications to do the work. In the event no such vacant positions are available, the employee affected shall be given an opportunity to bump employees whose positions are in another classification, either within the same bargaining unit or bargaining unit wide, provided the employee affected has the required knowledge, ability and qualifications to do the work of the position as determined by the Employer.

- (3)3.6 Employees who have been displaced as a result of employees exercising their seniority rights as set out in clause (3)3.5 above may exercise their seniority rights in the same manner within five (5) days after being notified by the City that they have been displaced.
- (3)3.7 If a position covered by CUPE, Local 5500 collective agreements becomes open, employees on lay-off shall be recalled in the order of their seniority, on a bargaining wide basis to their own position, or to another position provided the employee affected has the required knowledge, ability, and qualifications to do the work of the position, as determined by the Employer. The Employer's obligation to recall shall expire two (2) years from the date of the original lay-off.
- (3)3.8 When an employee is recalled to his position or to another position for which the employee has the required knowledge, ability and qualifications to do the work of the position, as determined by the Employer, and the employee refuses the position, the Employer's obligation towards this employee will be deemed to have expired.
- (3)3.9 It is the responsibility of every employee to notify the Employer promptly of any change of address and telephone number. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall.
- (3)3.10 Employees on lay-off shall be recalled in the order of their seniority on a bargaining unit wide basis to a position of equal to or less than that classification they occupied at the time of lay-off provided they meet the criteria outlined in article (3)1. If an employee's former position/job becomes available and if the employee has been recalled to a lower classification, such employee will be given first priority for reinstatement to that position/job.

### **SECTION (3)4 – SEVERANCE PAY**

- (3)4.1 Should the employee not exercise his/her rights under Section (3)3, then the employee shall be entitled to the separation allowance outlined in this Collective Agreement as well as notice or pay in the lieu of notice of:
- 4.1.1 More than one (1) year, but less than three (3) years of service – two (2) months;
  - 4.1.2 More than three (3) years, but less than five (5) years of service – three (3) months;
  - 4.1.3 More than five (5) years, but less than ten (10) years of service – four and one-half (4 ½) months;
  - 4.1.4 More than ten (10) years, but less than sixteen (16) years of service – seven (7) months;
  - 4.1.5 More than sixteen (16) years, but less than twenty (20) years of service – ten (10) months;
  - 4.1.6 More than twenty (20) years of service, but less than twenty-five (25) years of service – fourteen (14) months;
  - 4.1.7 Twenty-five (25) or more years of service – eighteen (18) months.
- (3)4.2 Payment shall be made at the rate of pay the employee was earning when the position was made redundant.

### **SECTION (3)5 – TECHNOLOGICAL CHANGES**

- (3)5.1 In the event that the introduction of new technology, methods of operation have the effect of requiring the lay-off of existing employee(s), the City shall endeavour to make changes in such a way that there will be the least possible hardship to employees. The City agrees to give notice to the employees and the Union at least a hundred and twenty (120) 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 City 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 employee(s) 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.

(3)5.2 In the event of a position becoming surplus or redundant due to technological or organizational change, the employer agrees to the following provisions:

5.2.1 to meet with the Union as far in advance as possible to discuss the impact of the change;

5.2.2 the provision of a training allowance to five thousand dollars (\$5,000.00) per member;

5.2.3 the provision of a résumé service;

5.2.4 the provision of one (1) month of outplacement counseling.

**SECTION (3)6 – LEAVE OF ABSENCE/MATERNITY LEAVE/  
SPECIAL LEAVE/PARENTAL LEAVE**

(3)6.1 The City may grant an employee, upon written application, one leave of absence without pay in any calendar year. In exercising its discretion, if management refuses the leave of absence, the employee will be given the reasons for the refusal in writing. Such leave of absence shall not exceed twenty (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 ten (10) years of service with the City may be granted up to forty (40) working days leave of absence without pay and without loss of seniority. If such leave of absence is granted by the City, it shall be confirmed in writing. During the first twenty (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 twenty (20) working days, all benefits participation is suspended. However, the employee may continue Life Insurance coverage by reimbursing the City 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)6.2 An employee, upon written application, shall be granted maternity leave and/or parental leave under the provisions of Part III of the Canada Labour

Code as amended from time to time. The terms and conditions of this leave shall be confirmed in writing by the City.

(3)6.3 During the two (2) week waiting period and the fifteen (15) weeks that the employee is eligible for Employment Insurance maternity leave benefits, the employee will receive payments from the Supplementary Employment Benefit Fund to bring her combined EI and S.U.B. payments to ninety three percent (93%) of his/her her normal pay.

(3)6.4 While on maternity leave or parental leave as provided under this Section, an employee will earn vacation leave credits and be entitled to continued coverage under all benefit plans. If the employee does not wish to continue contributions to the Pension Plan, the employee may opt out of the Plan.

(3)6.5 The employee will continue to accumulate seniority while on maternity leave or parental leave as provided under this Section.

(3)6.6 Special Leave from employment with full pay up to a maximum of five (5) days per year may be granted to an employee who has no lieu time or vacation credits for the following reasons:

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

6.6.2 emergency situations which prevent the employee from reporting to duty;

6.6.3 the birth or adoption of a child;

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

(3)6.7 To qualify for Special Leave, the employee must have:

6.7.1 completed six (6) months of employment;

6.7.2 notified his or her Department or immediate supervisor at least forty-eight (48) hours in advance of the date and time off required.

(3)6.8 Time required in excess of one (1) day may be extended beyond one day and will be considered on an individual basis. Authorization shall be solely at the discretion of the City.

(3)6.9 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)6.10 In the event of an emergency, the requirement for advance notice shall be waived.

(3)6.11 Professional Appointments

For professional appointments such as medical, dental, legal and optical, a maximum of two (2) hours only may be allowed.

Employees allowed time off for appointments will make up the time taken by working an equivalent amount of time outside their regular time. No overtime payments shall be made until full compensation has been made for time off.

It is understood that this time off will not be considered lost time toward the Attendance Incentive program

(3)6.12 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 City Of Ottawa leave application forms.

(3)6.13 An employee who is elected to a part-time civic office such as a municipal council or school board shall book work which can be carried out with the least possible interference from the duties of the elected office. The employee shall also normally give at least twenty-four (24) hours notice when it is practical to do so of any requirement to be absent from work by reason of the duties of the elected office.

### **SECTION (3)7 – UNION ACTIVITIES**

(3)7.1 Union representatives may receive but not solicit employees' complaints during the working 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 City 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

(3)7.2 Any employee elected as a national representative shall upon written application to the Human Resources Division, be granted leave of absence without loss of seniority for the duration of the period he or she is so acting. Upon completion of the national representative requirements, the employee shall be reinstated in his or her former employment and

seniority provided the employee is qualified, after having received the normal training required to re-enter such a position.

(3)7.3 Employees who are members of a committee or officers of the Union or delegates to a convention of the Union may be granted unpaid leave of absence without loss of seniority.

(3)7.4 The City will not charge the Union for salaries of employees excused from work on Union business, when arranged in advance with the appropriate manager, where such time is one (1) day or less and when it involves joint union-management committees or government-sponsored conferences.

(3)7.5 Negotiation Committee

The City will pay for the regular wages of the three (3) Grievance Officers or designate, and will pay for the regular wages of the President of the Local Union or designate for a total of four (4) representatives.

### **SECTION (3)8 – VACANCIES/JOB POSTINGS**

(3)8.1 Any full time post added to the establishment within the Bargaining Unit shall be posted on the appropriate City bulletin boards in a prominent place and applications shall be received.

(3)8.2 Where a job vacancy occurs in any section covered by this Agreement and involves a job provided in the authorized establishment, the City shall, before filling such vacancy with a new employee, make the vacancy available to existing employees, and employees on lay-off from the bargaining unit within a twelve (12) month period of lay-off. It is the responsibility of the employee on lay-off to contact the City on a regular basis.

(3)8.3 Any appointment shall be a function of Management, but the Union shall be informed of the appointment by the Human Resources Service Division.

(3)8.4 In order to be considered eligible, an employee must apply on the proper form to the Human Resources Service Division.

(3)8.5 If a position cannot be filled satisfactorily from existing employees who apply, the City may recruit from applicants who are not at the time employees.



### **SECTION (3)9 – DISMISSALS AND SUSPENSIONS**

- (3)9.1 The City agrees that an employee 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. Before suspending or dismissing an employee, the City shall carry on a full and fair investigation. Should such investigation disclose the guilt of the employee beyond reasonable doubt, and then the employee shall be placed under suspension for one (1) week before dismissal.
- (3)9.2 The City 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 City 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 (3) 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)9.3 Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after not more than twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further similar disciplinary action has been recorded.

### **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, common-law spouse, child, parent or person standing in loco parentis, a maximum of four (4) working days up to and including the day after the funeral;
  - 10.1.2 Upon the death of brother, sister, mother-in-law, father-in-law, a maximum of three (3) working days up to and including the day of the funeral;
  - 10.1.3 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 or common-

law spouse, a maximum of two (2) working days up to and including the day of the funeral;

- 10.1.4 When a bereavement occurs while the employee is on vacation, the vacation period will be extended by the number of days of bereavement leave that the employee would have been granted had he or she been scheduled to be at work. Under normal circumstances bereavement leave will be granted after the vacation period. However, the City reserves the right to schedule the time off at a later date.

### **SECTION (3)11 – JURY AND WITNESS DUTY**

- (3)11.1 Any employee called upon to serve on a jury, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings shall notify his or her department at the earliest possible moment and submit a copy of the notice of jury duty selection or subpoena before being relieved from duty, unless there is insufficient time to do so. The employee shall be allowed regular wages or hours lost less any amount received by way of fees for service on a jury or as a witness.
- (3)11.2 When an employee has been called for jury selection and is not selected to serve on a jury or the jury duty has ended or when an employee has been subpoenaed as a witness and is relieved from the duty to continue attending as a witness at the proceedings, the employee must report to his or her department and make himself or herself available for any work falling within his or her normal working hours. The onus shall be upon the employee to ascertain from the appropriate authority if his or her continued attendance is required in the event of any adjournment.
- (3)11.3 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 as a witness, the employee will be released from duty with no loss of pay nine (9) hours prior to the specified time he or she is scheduled to appear at the Sheriff's or Court Office.
- (3)11.4 When an employee has been selected to serve on a jury or subpoenaed as a witness on a scheduled work day and, as confirmed in writing by an appropriate authority, spends four (4) or more hours on such service, whether or not it falls outside the employee's scheduled working hours, the employee shall be excused from reporting to work and shall receive payment as provided in (3)11.1.

- (3)11.5 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)11.6 When as a result of a job related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the employee will be allowed to bank a lieu day to be taken at a time approved by the City.
- (3)11.7 An employee who is subpoenaed in relation to participation in activities outside the City shall not be eligible for payment for time lost from work as provided in (3)11.1.

### **SECTION (3)12 – MEAL ALLOWANCE**

- (3)12.1 Employees whose work shift is extended by three (3) or more hours over their normal work shift shall receive a meal allowance to the value of eight (\$8.00) dollars. This will include straight time, overtime (lieu) but will not include shift exchanges.

### **SECTION (3)13 – MEDICAL FITNESS**

- (3)13.1 The Union recognizes the responsibility of the City to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.
- (3)13.2 The City respects the confidentiality of employee medical records. Under normal circumstances, the City also recognizes the entitlement of its employees to their own choice of physician.
- (3)13.3 Where the City specifies on reasonable grounds that it is of the opinion that an employee may be medically unfit to work on a regular basis, the City may require the employee to provide, at his or her own expense, a Certificate of a licensed physician attesting to his or her fitness for work.
- (3)13.4 Where the City specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work or may jeopardize the safety of others, notwithstanding the delivery of the Certificate, the City shall meet with the employee (and his or her Union representative, if the employee so requests) to discuss the work performance of the employee.
- (3)13.5 Following such meeting, where the City specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work, 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 City physician. For these purposes, it is recognized that the City has the right to send the employee to the City physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the City physician to be able to provide the City with a medical opinion as to the employee's fitness to work.

- (3)13.6 Where the City specifies on reasonable grounds, and on the advice of the City physician, that it continues to be of the belief that an employee may be medically unfit for work, notwithstanding the provision of the certificates mentioned in Subsections (3)13.3 and (3)13.5, it may require the physicians of the employee and the City to jointly select a third physician, who shall examine the employee and provide a further Certificate attesting to the fitness or unfitness of the employee for work. The Certificate shall be conclusive of the issue of fitness for work.

#### **SECTION (3)14 – EMPLOYEE ASSISTANCE PROGRAM**

- (3)14.1 The City's intention is to provide material assistance to employees whose work performance may be affected by an existing or oncoming medical condition. This assistance will be provided under the terms of the City's Employee Assistance Policy.

#### **SECTION (3)15 – SICK LEAVE CERTIFICATES**

- (3)15.1 Any employee returning from any absence of four (4) 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. If the employee is unable to return to work after four (4) days, he or she shall submit a Certificate of a licensed physician at the first practical opportunity indicating the nature of the illness or injury and a prognosis as to the likely date of return to work, if known.

#### **SECTION (3)16 – APPLICATION FOR BENEFITS**

- (3)16.1 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.

### **SECTION (3)17 – MILEAGE**

- (3)17.1 Employees using their own vehicles for City business shall be paid mileage rates as established by the City from time to time.

### **SECTION (3)18 – TRADE EXAMINATIONS AND “CZ” LICENCE REQUIREMENTS**

- (13)18.1 Employees who are required to take trade examinations or to maintain a “CZ” licence and who are unable to arrange the required trade examination or medical examination outside of normal working hours or who do not have sufficient time to take a driving examination outside of working hours, shall receive up to two (2) hours pay for each such examination at their regular basic hourly rates of pay provided prior authorization has been received from the Department. Employees are normally expected to arrange such appointments outside of their working hours.
- (13)18.2 Among the employees who are normally required to maintain a “CZ” licence, up to two (2) Garage Supervisors and one (1) Technical Services employee who may lose their “CZ” licence for medical reasons shall be accommodated by allowing them to continue in their position provided their ability to perform their major job responsibilities is not impaired.
- (13)18.3 The City will pay the normal fee for the medical certificate associated with the required Class “CZ” driver's licence, to be paid a maximum of once every three (3) years.

The City reserves the right to establish a preferred provider network for this service and to limit the rate paid for such examination to that charged under the network.

## CLAUSE 4 – PAY AND HOURS OF WORK

### **SECTION (4)1 – HOURS OF WORK**

The provisions of this clause are amended or are to be read in conjunction with the Overtime and Lieu Day Rules as set out in Appendix “C”.

- (4)1.1 Forty (40) hours in each week shall constitute the normal work week. The normal working periods or shifts shall be five (5) days of eight (8) hours per day. Road Services Supervisor shift is a split of eight (8) hour shift with and eleven (11) hour spread.
- (4)1.2 All employees shall be available for emergency work.
- (4)1.3 If employees attend seminars, courses, etc. at the request of the City on their time off, they will be paid at the rate of time one half (1.5) if they work their own shift.
- (4)1.4
  - 1.4.1 Employees required to and attend information meetings/sessions prior to the start of or extending beyond the end of their shift, will be paid at the rate of time and one half (1.5) for that period of time before or after their booked shift.
  - 1.4.2 Employees requested to and attend information meetings/sessions on their scheduled day off will be paid a minimum of two (2) hours at time and one half (1.5).
- (4)1.5 Employees shall receive notice in writing as to whether they are being requested to attend meetings, seminars, etc. under Subsections 1.3 or 1.4.
- (4)1.6 Employees shall be allowed two (2) five (5) minute wash-up periods per shift, the first one to commence five (5) minutes prior to lunch time and the second one five (5) minutes prior to the end of the shift.
- (4)1.7 Employees shall be allowed two (2) break periods of ten (10) minutes each normal shift.

## **SECTION (4)2 – RATES OF PAY**

(See Salary Schedule – Appendix “A”)

### **SECTION (4)3 – OVERTIME**

- (4)3.1 If and when overtime work is available, it shall be distributed on a bargaining unit wide seniority basis in accordance with the Booking Rules. Pay shall be calculated at time and one half (1.5).
- (4)3.2 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 section is invoked, the employee will be notified in writing.
- (4)3.3 An employee shall not work, except in the case of emergency or for the garage lock up, any combination of booked work and overtime in excess of sixteen (16) hours or which will not allow a minimum of seven (7) hours of rest before commencing work again.

### **SECTION (4)4 – ON-CALL STATUS**

- (4)4.1 Employees in the Plant Department of the Equipment Division who volunteer for on-call status shall, when placed on call, keep themselves available to respond to a call to report for work either through a paging system or by telephone. They will normally be expected to report for work within an hour of being called. Employees who do not keep themselves available to respond to a call or who do not report to work within a reasonable time may be subject to discipline.
- (4)4.2 For every two (2) hours which an employee is on call, he or she shall receive fifteen (15) minutes pay at their regular rate of pay. The number of hours on call shall be reduced by the number of hours for which the employee is paid at overtime rates during the on-call period.
- (4)4.3 The employees will have the option of having a City vehicle while on call-call status or using their own vehicles and being paid mileage.

### **SECTION (4)5 – SUBSTITUTE WORK**

- (4)5.1 An employee who is required to substitute for another employee in a higher paid job classification within the bargaining unit shall, when qualified for the substitute work, receive the higher rate of pay for all hours worked.

### **SECTION (4)6 – SHIFT PREMIUMS**

- (4)6.1 Employees who are booked to work the night shift (11:30 p.m. to 8:00 a.m.) shall receive in addition to their job classification rate, shift premiums of fifty cents (\$.50).

### **SECTION (4)7 – SUNDAY WORK**

- (4)7.1 Rates of pay for work performed on Sundays shall be time and one quarter (1 1/4) of the employee's job classification rates.

### **SECTION (4)8 – GENERAL AND DESIGNATED HOLIDAYS**

- (4)8.1 The following are general statutory holidays:

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

- (4)8.2 The following are designated holidays:

Civic Holiday  
Easter Monday

- (4)8.3 The holidays listed in (4)8.1 and (4)8.2 above may be celebrated on dates coincident with their celebration in the Federal Public Service.

- (4)8.4 An employee whose work schedule requires him or her to work on any of the holidays listed in (4)8.1 and (4)8.2 above shall be compensated for time worked on such days by a normal day's pay plus pay equal to one and one-half (1.5) times the employee's basic hourly rate of pay for all hours worked.



- (4)8.5 If an employee does not work on one of the holidays listed in (4)8.1 and (4)8.2 above because the day falls on the employee's scheduled day off, the employee shall be paid a normal day's pay.
- (4)8.6 If an employee whose scheduled day off falls on one of the holidays listed in (4)8.1 and (4)8.2 above is required to work, the employee shall receive, in addition to a normal day's pay, pay in an amount equal to one and one-half times (1.5) the employee's basic hourly rate of pay for all hours worked.
- (4)8.7 Notwithstanding the above provisions, in respect to an employee who does not work on a holiday, such employee shall not be entitled to receive pay for the holiday if:
- 8.7.1 the employee received Sick Leave, WSIB or LTD payments for the holiday;
  - 8.7.2 the employee had not received wages for work performed for at least fifteen (15) days during the thirty (30) calendar days immediately preceding a holiday unless the employee had returned to work and had been in receipt of Sick Leave, WSIB or LTD payments;
  - 8.7.3 there is any period in which the employee is not receiving regular wages.

#### **SECTION (4)9 – BANKING OF HOLIDAYS**

- (4)9.1 An employee may elect to bank as lieu days off up to five (5) 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)9.2 An employee may elect to bank lieu days off 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 (8) hours. The banked days shall be taken at the discretion of the employee but with the approval of the Management Representative.

#### **SECTION (4)10 – SELECTION OF WORK**

(See Booking Rules – Appendix "B")

## CLAUSE 5 - GRIEVANCES

### **SECTION (5)1 – GRIEVANCE PROCEDURE**

- (5)1.1 The City and the Union agree that it is in the best interest of both parties that complaints and grievances shall be adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the Supervisor involved must be given full opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the Program Manager.
- (5)1.2 In order for a complaint to be considered valid, an employee must bring a complaint to the attention of the Program Manager within ten (10) calendar days of an incident.
- (5)1.3 If the complaint is not satisfactorily resolved within ten (10) calendar days, the employee may choose to have recourse within twenty-one (21) calendar days to the grievance procedure as follows:

#### 1.3.1 **Step 1**

The employee shall submit the grievance to the Union in writing. The Union may then present the grievance to the Manager. If a settlement satisfactory to the Union is not reached within ten (10) calendar days or a time period mutually agreed upon, the grievance may within ten (10) calendar days proceed to Step 2.

**NOTE:** In a case where the grievance deals with a termination or where a policy grievance is initiated by the Union, Step 1 of the process is waived and the grievance proceeds directly to Step 2.

#### 1.3.2 **Step 2**

The Union shall present the grievance to the Director, or to the Labour Relations Branch in the case of a policy grievance. If a satisfactory settlement is not reached within ten (10) calendar days or a time period mutually agreed upon, the grievance may be referred to arbitration within one (1) month.

- 1.3.3 For the purpose of this Agreement, a grievance is defined as a difference arising between the Parties relating to the

interpretation, application, administration or alleged violation of the Agreement.

1.3.4 Whenever a grievance is filed at any step, the Union will forward a copy to the Labour Relations Branch.

1.3.5 Calendar days shall not include statutory holidays.

1.3.6 **Grievance Mediation**

Where, after exhausting the first two steps of the grievance procedure of this Agreement, a difference remains between the Parties, the Parties may mutually agree to a mediation process. Compensation and expenses of the mediator will be borne equally by the Parties to this Agreement.

**SECTION (5)2 – ARBITRATION**

- (5)2.1 Upon receipt by the General Manager or designate of written notice from the Union of the desire to arbitrate the grievance, the matter shall be referred to a single arbitrator, unless one or more of the Parties prefer the three (3) person arbitration board. In the event of a single arbitrator, both Parties shall agree to the nomination. The Labour Relations Branch or the Union shall contact the agreed-upon Arbitrator and make the necessary arrangements. Should the Parties choose a three (3) person board, the City and the Union shall each appoint a representative within seven (7) calendar days. The two (2) representatives shall, within seven (7) calendar days, or thereafter their appointment agree upon an arbitrator who shall be Chairperson of the Board of Arbitration. Where the representatives are unable to agree upon a Chairperson, either nominee may request in writing that the Director, Federal Mediation and Conciliation Services appoint a Chairperson.
- (5)2.2 If within one (1) month the Parties have not reached agreement regarding the nomination of a single arbitrator, the matter shall be referred to the Director, Federation Mediation and Conciliation Service who shall appoint an arbitrator.
- (5)2.3 In the case of an arbitration not arising out of a grievance but affecting a dispute between the Union and the City in relation to any of the terms of this Agreement, the procedure as outlined in (5)2.1 shall apply after either party has given notice in writing of the desire to arbitrate.

- (5)2.4 The Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.
- (5)2.5 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure. If no written request for arbitration is received within one (1) month after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- (5)2.6 Each of the Parties hereto will bear the expense of the nominee appointed by it and the Parties will share equally the fees and expenses, if any, of the Arbitrator/Chairperson of the Arbitration Board.

### **SECTION (5)3 - GRIEVANCE AND ARBITRATION AWARDS**

- (5)3 When a grievance involving the payment of money by the City is allowed, the employee shall receive payment from the date the grievance was instituted in writing and from such earlier date as the General Manager or 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. An employee may request payment in lieu of time off for all entitlements in excess of three (3 ) weeks per year to a maximum of (2) weeks pay. During the vacation period, no employee shall 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 City will be a maximum of two (2) weeks and is earned at the rate of five sixth (5/6) working days for each calendar month in which the employee has received fifteen (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:

<u>Completed years of service up to June 30 in the year vacation is taken</u>	<u>Weeks of Vacation</u>
Less than eight (8 ) years	3
Eight (8) years but less than seventeen (17) years	4
Seventeen (17) years but less than twenty-four (24) years	5
Twenty-four (24) years or over	6

(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 Vacation shall be taken throughout the calendar year and the choice of vacation period shall be governed by seniority.

2.4.1 The City reserves the right to determine the number of employees off in any given period.

2.4.2 One (1) week of vacation (40 hours) may be split into odd days to be taken throughout the year. Booking of full weeks of vacation will take priority over booking of odd days and the number of employees off on any day will not exceed the numbers set down in the vacation guidelines. Regular vacation days or banked vacation days can be combined with a general or designated holiday to make up a full week. An employee must give at least five (5) days notice if he or she wishes to request a full week of vacation at a time other than the General Booking. An employee must give forty-eight (48) hours notice excluding holidays, Saturdays and Sundays when requesting odd days or lieu days. All odd vacation and lieu days must be booked before the first of December and taken in accordance with the vacation guidelines or be paid out in cash not later than December 31<sup>st</sup>.

(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 Worker's Safety and Insurance Benefits, he or she may arrange to defer vacation entitlement, up to the 1<sup>st</sup> 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 City, he or she will be paid for earned vacation leave entitlements at the employee's current basic annual salary rate of pay 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 City 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 1<sup>st</sup> day of January 1977.
- (6)3.2 The City therefore agrees that each employee who was employed by the City the 1<sup>st</sup> 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 (6)2 of this clause in the year in which the OYVE is taken.
- (6)3.4 The monetary equivalent to the OYVE is the number of weeks calculated in Sub-Section (6)3.3 multiplied by the current 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 City, the employee may take the whole of the OYVE as vacation with pay in addition to the employee's entitlement to vacation under Section (6)2.

- (6)3.6 At the request of an employee, but subject to the provision of Subsection (6)3.7, the City will pay to the employee or as directed the monetary equivalent to the OYVE.
- (6)3.7 With respect to applications by employees pursuant to Subsection (6)3.6:
- 3.7.1 Applications will be considered on or immediately after the 31<sup>st</sup> of March in each year, and must be filed with the City on or before the 23<sup>rd</sup> 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 City 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 City in any year for the purpose of OYVE payouts is solely and entirely in the discretion of the City.
  - 3.7.5 Payments made pursuant to Subsection (6)3.6 are conclusively deemed to have been paid on the 31<sup>st</sup> of March in the year of payment.
- (6)3.8 On the death, retirement or termination of an employee, the City will pay the monetary equivalent of the OYVE to the employee or personal representative or as directed, and the provisions of Subsection (6)3.7 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 City shall deduct Union dues from twenty-six (26) pays annually and shall turn over such dues to the Treasurer of the Union within five (5) 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**

#### **(8)1.1 Benefit Plans Mean**

- 1.1.1 **The Supplementary Health Insurance Plan** which provides supplementary medical benefits.
- 1.1.2 **The Sick Leave Plan** which provides benefits at one hundred percent (100%) of salary or seventy-five percent (75%) of salary based on years of credited service with the City.
- 1.1.3 **The Long-Term Disability Insurance Plan** which provides monthly income in cases of total disability.
- 1.1.4 **The Group Life Insurance Plan** which provides a lump sum death benefit.
- 1.1.5 **The Dental Insurance Plan** which provides reimbursements for the expense of Dental Care.
- 1.1.6 **The Pension Plan** shall mean the “Ottawa-Carleton Regional Transit City Employees’ Pension Plan” and the “Ontario Municipal Employees Retirement System”, which provides, where applicable, a monthly income for employees on retirement.
- 1.1.7 **The Dependent Life Insurance Plan** which provides a lump sum death benefit in the event of the death of an employee’s spouse or children as those terms are defined in the Group Life Insurance Plan.

### **SECTION (8)2 – CONDITIONS AND COST SHARINGS**

#### **(8)2.1 Supplementary Health Insurance Plan**

The City shall pay one hundred percent (100%) of the Supplementary Health Insurance Plan.



**(8)2.2 Sick Leave Plan**

(Short Term Disability Benefits).

**2.2.1 Conditions Relating to Short-Term Disability Benefits**

Employees who are unable, due to a non-occupational illness or injury, to perform their job duties or any other available bargaining unit work compatible with their medical restrictions shall be entitled to allowances according to the following schedule:

Length of Continuous Service	Full Salary	75% Salary
	(100%)	
<hr/>		
Number of Weeks		
Six (6) months but less than one (1) year	1	16
One (1) year but less than two (2) years	2	15
Two (2) years but less than three (3) years	3	14
Three (3) years but less than four (4) years	4	13
Four (4) years but less than five (5) years	5	12
Five (5) years but less than six (6) years	7	10
Six (6) years but less than seven (7) years	9	8
Seven (7) years but less than eight (8) years	11	6
Eight (8) years but less than nine (9) years	13	4
Nine (9) years but less than ten (10) years	15	2
Ten (10) years or over	17	0

**(8)2.3 Calculation of IPP Benefits**

For Income Protection purposes, an employee's earnings shall be defined as the basic earnings immediately prior to the commencement of the disability, or until the expiry of a temporary assignment. The employee shall not lose any salary increment or negotiated settlement increase that would have been paid had the employee not been receiving Income Protection benefits.

**(8)2.4 Application for IPP Benefits**

Employees making application for IPP benefits shall complete a leave application form and submit it to their immediate supervisor. Such application shall be submitted upon the employee's return to work, or earlier, if requested by their immediate supervisor.

**(8)2.5 Reinstatement of Entitlement**

The entitlement of an employee to seventeen (17) weeks of full salary days and seventy-five percent (75%) salary days of I.P.P. payment will be reinstated, in the following circumstances:

**2.5.1 Unrelated Claim**

In the case of an employee who has a second (or more) claim which is not related to a prior claim during which the employee used part or all of the seventeen (17) weeks of entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and completed at least one (1) full shift of that employee's regular duty.

**2.5.2 Related Claim**

In the case of an employee who has a second (or more) claim which is related to a previous claim during which the employee used part or all of the seventeen (17) weeks of entitlement, the maximum applicable entitlement shall be reinstated provided thirty (30) days have elapsed from the return to work of the employee and the commencement of the related claim.

**(8)2.6 Conditions Relating to Income Protection Benefits**

2.6.1 Should an employee's employment terminate before completion of six (6) months of service, the Employer shall recover any money paid to the employee at one hundred percent (100%) IPP benefits. The City shall be deemed to be authorized pursuant to the Employment Standards Act, to make deductions from the employee's pay cheque in order to recover overpayments made to the employees.

2.6.2 Eligibility for one hundred percent (100%) IPP benefits shall be reinstated as of the first pay period of each calendar year. In the event that an employee is in receipt of IPP benefits at years' end, that employee becomes eligible for IPP benefits payable at one hundred percent (100%) as set out in Section (8)2.2.1. However, in no case is an employee eligible for more than eighty-five (85) days of IPP benefits for any one continuous period of absence.

2.6.3 Occurrence of a Statutory or Declared Holidays during an employee's absence on IPP shall not reduce an employee's number of days of IPP benefit eligibility.

2.6.4 It is understood that the applicable number of weeks of one hundred percent (100%) salary protection shall be available once in any calendar year.

The Employer may require an employee to provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.

- (8)2.7 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.
- (8)2.8 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.
- (8)2.9 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)2.10 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.
- (8)2.11 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.
- (8)2.12 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:

2.12.1 Sick Leave credits in excess of one hundred and thirty (130) days

If an employee has more than one hundred and thirty (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. In addition, if the employee has a total number of years of service which when combined with years of age adds up to ninety (90) or more, the employee may apply to use the excess credits as Earlier Retirement Leave under the *ex Ottawa - Carleton Regional Transit Commission Policy CP-4046*.

#### 2.12.2 Sick Leave credits of one hundred and thirty (130) days or less

For employees on staff as of December 31, 1980 and who have ten (10) or more years of service with the City on that date, the sick days credited to them on the above date shall conditionally vest, up to the maximum equivalent of one hundred and thirty (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 City after December 31, 1980 as follows:

- i) on termination of employment for any reason other than death or retirement, an employee who had ten (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 three (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 or death or retirement, an employee or the Estate of employee with ten (10) or more years of continuous employment as of January 1, 1981, shall be entitled to a pay-out of unused sick day credits earned prior to January 1, 1981, to a maximum equivalent of six (6) months pay. The value of these credits will be established on the basis of earnings at the time of the employee' 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 sixty-five (65) days. He or she may leave his or her credits to be paid out at age sixty-five (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 one hundred and thirty (130) days.

(8)2.13 Long Term Disability Plan

2.13.1 The full premium cost of the plan shall be paid by the employee. The City will pay to each employee a monthly cash sum equivalent to the monthly premium.

2.13.2 Any long term disability claimant of twenty-four (24) months or more who is eligible for paid insurance benefits, as outlined in (8)2.19, and a City pension of at least sixty percent (60%) that is not actuarially reduced, ceases to be eligible for LTD benefits.

(8)2.14 Group Term Life Insurance

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

(8)2.15 Dental Insurance Plan

The City shall pay the entire premium cost of the Dental Insurance Plan.

(8)2.16 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. Employer contributions shall be set at one hundred percent (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 City agrees that it will not change the present schedule of funding existing liabilities.

(8)2.17 Dependent Life Insurance Plan

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

(8)2.18 Early Retirement Benefits

2.18.1 The City shall pay one hundred percent (100%) of the costs required to provide the following benefits to employees who take early retirement until they attain age sixty-five (65):

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

- iii) Dental Insurance Plan.
- iv) Dependent Life Insurance Plan.

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

- must be at least fifty-five (55) years of age;
- must have at least twenty-five (25) years of service;
- attained age and service when totaled must equal eighty-five (85) or more.

(8)2.19 Workplace Safety and Insurance Board Benefits

2.19.1 In the event of a work related injury or illness, the employee may receive payment of salary or earnings by the Employer to the maximum allowable under the Workplace Safety and Insurance Act and the Employer will also pay to the Employee, where applicable, the difference between the maximum allowable under the Act and the actual amount equal to seventy-five percent (75%) of the Employee's salary or regular wage.

2.19.2 If the employee is able to perform modified duties or hours of work, the employee is required to accept this work when offered, provided such work is compatible with the employee's medical restrictions .

2.19.3 Employees on WSIB, and those medical conditions prevents them from doing their own work, but permits them to do other available work within the Bargaining Unit, will be required to accept this work.

**SECTION (8)3 – OTHER BENEFITS**

(8)3 **Free Transportation**

The City 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;

3.1.5 to deferred pensioners who have at least twenty-five (25) years of service and their spouses.

## CLAUSE 9 – UNIFORM CLOTHING

### **SECTION (9)1 – CLOTHING ALLOWANCE AND UNIFORM ALLOWANCE**

(9)1.1 Every three (3) years the City shall provide Plant Supervisors who perform outside work with a choice of ski-doo suit, winter parka or winter jacket. Cleaning and maintenance of these items shall be the responsibility of the employee.

(9)1.2 Every two (2) years the City shall provide the Technical Services Instructors and the Materials and Safety Equipment Instructor with a blazer which must be worn with an appropriate shirt and tie or blouse.

(9)1.3 In lieu of all clothing items, except those specified in other sections of the Clause, the City will pay to each employee the face value of clothing vouchers in the following amounts:

Four hundred and sixty-five dollars (\$465.00) in the month of May in the year 2003, 2004 and 2005. This amount will be applicable from April 1, 2003 on.

This rate incorporates the cost of winter jacket replacement.

## CLAUSE 10 – PERSONNEL FILES

### **SECTION (10)1– ACCESS TO PERSONNEL FILES**

(10)1.1 Upon providing written notification to their Human Resources Consultant, an employee shall have the right to have access to his/her personnel file three (3) working days after the day of notification. The employee shall have the right to respond in writing to any document contained in their personnel file. Such reply shall become part of the permanent record. With the written permission of the employee, a Union representative or Shop Steward shall also have the right of access to an employee's personnel file.

## CLAUSE 11 – JOINT CONSULTATION

### **SECTION (11)1 – LABOUR/MANAGEMENT COMMITTEE**

- (11)1.1 The parties agree to set up a committee to be known as the Labour/Management Committee. This committee shall consist of four (4) representatives from the Union and four (4) representatives of the Employer, to be appointed by the respective Parties. The Committee structure may be amended as required and agreed upon between the Parties.
- (11)1.2 The Committee shall meet every three (3) months. Either Party may also formally request that a meeting of the Committee be held and the meeting shall be convened within seven (7) calendar days. The purpose of such meetings shall be to discuss issues and make recommendations relating to the workplace which affect either or both of the Parties.
- (11)1.3 It is further agreed that issues relating to grievances and collective bargaining will not be matters for discussion at the meetings.

## CLAUSE 12 – DURATION

### **SECTION (12)1 – TERMS OF COLLECTIVE AGREEMENT**

- (12)1.1 The Parties agree that the Term of this Collective Agreement will be from April 1, 2002 until March 31, 2005.



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

**SIGNED, SEALED AND DELIVERED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ 2004

Signed at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2004

**THE CITY OF OTTAWA**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

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APPENDIX A

**SALARY SCHEDULES**

**TRANSIT FLEET MAINTENANCE**

<b>Job Classification</b>	<b>April 1, 2002 (3% increase)</b>	<b>April 1, 2003 (3% increase)</b>	<b>April 1, 2004 (3% increase)</b>
<b><u>Garage Supervisor</u></b>			
Annual (26 pays)	\$57,948.80	\$59,679.36	\$61,470.25
Bi-weekly (80 hours)	\$2,228.80	\$2,295.36	\$2,364.24
Hourly	\$27.86	\$28.692	\$29.553
<b><u>Body Shop Supervisor</u></b>			
Annual (26) pays	\$57,948.80	\$59,679.36	\$61,470.24
Bi-weekly (80 hours)	\$2,228.80	\$2,295.36	\$2,364.24
Hourly	\$27.86	\$28.692	\$29.553
<b><u>Stores Supervisor</u></b>			
Annual (26) pays	\$57,948.80	\$56,679.36	\$61,470.24
Bi-weekly (80 hours)	\$2,228.80	\$2,295.36	\$2,364.24
Hourly	\$27.86	\$28.692	\$29.553
<b><u>Energy Systems Supervisor</u></b>			
Annual (26) pays	\$57,948.80	\$59,679.36	\$61,470.24
Bi-weekly (80 hours)	\$2,228.80	\$2,295.36	\$2,364.24
Hourly	\$27.86	\$28.692	\$29.553
<b><u>Plant Supervisor, Building &amp; Outside Services</u></b>			
Annual (26) pays	\$57,948.80	\$59,679.36	\$61,470.24
Bi-weekly (80 hours)	\$2,228.80	\$2,295.36	\$2,364.24
Hourly	\$27.86	\$28.692	\$29.553
<b><u>Plant Supervisor, Building Repair and Minor Construction</u></b>			
Annual (26) pays	\$57,948.80	\$59,679.36	\$61,470.24
Bi-weekly (80 hours)	\$2,228.80	\$2,295.36	\$2,364.24
Hourly	\$27.86	\$28.692	\$29.553
<b><u>Service Supervisor (Junior Garage Supervisor)</u></b>			
Annual (26) pays	\$55,744.00	\$57,424.64	\$59,146.88
Bi-weekly (80 hours)	\$2,144.00	\$2,208.64	\$2,274.88
Hourly	\$26.80	\$27.608	\$28.436

APPENDIX A

**SALARY SCHEDULES**

**TRANSIT FLEET MAINTENANCE**

<b>Job Classification</b>	<b>April 1, 2002 (3% increase)</b>	<b>April 1, 2003 (3% increase)</b>	<b>April 1, 2004 (3% increase)</b>
<b><u>Technical Services Instructor (Work Study Instructor)</u></b>			
Annual (26) pays	\$53,788.80	\$55,396.64	\$57,058.56
Bi-weekly (80 hours)	\$2,068.80	\$2,130.64	\$2,194.56
Hourly	\$25.86	\$26.633	\$27.432
<b><u>VMS Technician</u></b>			
Annual (26) pays	\$53,788.80	\$55,396.64	\$57,058.56
Bi-weekly (80 hours)	\$2,068.80	\$2,130.64	\$2,194.56
Hourly	\$25.86	\$26.633	\$27.432
<b><u>Materials &amp; Equipment Safety Instructor</u></b>			
Annual (26) pays	\$53,788.80	\$55,396.64	\$57,058.56
Bi-weekly (80 hours)	\$2,068.80	\$2,130.64	\$2,194.56
Hourly	\$25.86	\$26.633	\$27.432
<b><u>Road Services Supervisor</u></b>			
Annual (26) pays	\$53,788.80	\$55,396.64	\$57,058.56
Bi-weekly (80 hours)	\$2,068.80	\$2,130.64	\$2,194.56
Hourly	\$25.86	\$26.633	\$27.432
<b><u>Work Study Technician</u></b>			
Annual (26) pays	\$52,686.40	\$54,263.04	\$55,891.68
Bi-weekly (80 hours)	\$2,026.40	\$2,087.04	\$2,149.68
Hourly	\$25.33	\$26.088	\$26.871
<b><u>Job Planner Technician</u></b>			
Annual (26) pays	\$52,686.40	\$54,263.04	\$55,891.68
Bi-weekly (80 hours)	\$2,026.40	\$2,087.04	\$2,149.68
Hourly	\$25.33	\$26.088	\$26.871
<b><u>Garage Supervisor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$52,499.20	\$54,063.36	\$55,685.76
Bi-weekly (80 hours)	\$2,019.20	\$2,079.36	\$2,141.76
Hourly	\$25.24	\$25.992	\$26.772
<b><u>Garage Supervisor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$55,265.60	\$56,929.60	\$58,637.28
Bi-weekly (80 hours)	\$2,125.60	\$2,189.60	\$2,255.28
Hourly	\$26.573	\$27.370	\$28.191

APPENDIX A

**SALARY SCHEDULES**

**TRANSIT FLEET MAINTENANCE**

<b>Job Classification</b>	<b>April 1, 2002 (3% increase)</b>	<b>April 1, 2003 (3% increase)</b>	<b>April 1, 2004 (3% increase)</b>
<b><u>Plant Supervisor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$52,499.20	\$54,063.36	\$55,685.76
Bi-weekly (80 hours)	\$2,019.20	\$2,079.36	\$2,141.76
Hourly	\$25.24	\$25.992	\$26.772
<b><u>Plant Supervisor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$55,265.60	\$56,929.60	\$58,637.28
Bi-weekly (80 hours)	\$2,125.60	\$2,189.60	\$2,255.28
Hourly	\$26.57	\$27.370	\$28.191
<b><u>Stores Supervisor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$52,499.20	\$54,063.36	\$55,685.76
Bi-weekly (80 hours)	\$2,019.20	\$2,079.36	\$2,141.76
Hourly	\$25.24	\$25.992	\$26.772
<b><u>Stores Supervisor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$55,265.60	\$56,929.60	\$58,637.28
\$56,637.28	\$2,125.60	\$2,189.60	\$2,255.28
Hourly	\$26.57	\$27.370	\$28.191
<b><u>Road Services Supervisor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$49,899.20	\$51,394.72	\$52,936.00
Bi-weekly (80 hours)	\$1,919.20	\$1,976.72	\$2,036.00
Hourly	\$23.99	\$24.709	\$25.450
<b><u>Road Services Supervisor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$51,251.20	\$52,792.48	\$54,375.36
Bi-weekly (80 hours)	\$1,971.20	\$2,030.48	\$2,091.36
Hourly	\$24.64	\$25.381	\$26.142
<b><u>Service Supervisor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$50,627.20	\$52,135.20	\$53,699.36
Bi-weekly (80 hours)	\$1,947.20	\$2,005.20	\$2,065.36
Hourly	\$24.34	\$25.065	\$25.817
<b><u>Service Supervisor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$52,956.80	\$54,554.24	\$56,191.20
Bi-weekly (80 hours)	\$2,036.80	\$2,098.24	\$2,161.20
Hourly	\$25.46	\$26.228	\$27.015

APPENDIX A

**SALARY SCHEDULES**

**TRANSIT FLEET MAINTENANCE**

<b>Job Classification</b>	<b>April 1, 2002 (3% increase)</b>	<b>April 1, 2003 (3% increase)</b>	<b>April 1, 2004 (3% increase)</b>
<b><u>Technical Services Instructor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$49,878.40	\$51,384.32	\$52,925.60
Bi-weekly (80 hours)	\$1,918.40	\$1,976.32	\$2,035.60
Hourly	\$23.98	\$24.704	\$25.445
<b><u>Technical Services Instructor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$51,251.20	\$52,792.48	\$54,375.36
Bi-weekly (80 hours)	\$1,971.20	\$2,030.48	\$2,091.36
Hourly	\$24.64	\$25.381	\$26.142
<b><u>Materials &amp; Equipment Safety Instructor – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$49,878.40	\$51,384.32	\$52,925.60
Bi-weekly (80 hours)	\$1,918.40	\$1,976.32	\$2,035.60
Hourly	\$23.98	\$24.704	\$25.445
<b><u>Materials &amp; Equipment Safety Instructor – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$51,251.20	\$52,792.48	\$54,375.36
Bi-weekly (80 hours)	\$1,971.20	\$2,030.48	\$2,091.36
Hourly	\$24.64	\$25.381	\$26.142
<b><u>Work Study Technician – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$49,899.20	\$51,396.80	\$52,938.08
Bi-weekly (80 hours)	\$1,919.20	\$1,976.80	\$2,036.08
Hourly	\$23.99	\$24.710	\$25.451
<b><u>Work Study Technician – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$51,230.40	\$52,773.76	\$54,356.64
Bi-weekly (80 hours)	\$1,970.40	\$2,029.76	\$2,090.64
Hourly	\$24.63	\$25.633	\$26.133
<b><u>Job Planner Technician – Trainee 1<sup>st</sup> Period</u></b>			
Annual (26) pays	\$49,899.20	\$51,396.80	\$52,938.08
Bi-weekly (80 hours)	\$1,919.20	\$1,976.80	\$2,036.08
Hourly	\$23.99	\$24.710	\$25.451

APPENDIX A

**SALARY SCHEDULES**

**TRANSIT FLEET MAINTENANCE**

<b>Job Classification</b>	<b>April 1, 2002</b> (3% increase)	<b>April 1, 2003</b> (3% increase)	<b>April 1, 2004</b> (3% increase)
<b><u>Job Planner Technician – Trainee 2<sup>nd</sup> Period</u></b>			
Annual (26) pays	\$51,230.40	\$52,773.76	\$54,356.64
Bi-weekly (80 hours)	\$1,970.40	\$2,029.76	\$2,090.64
Hourly	\$24.63	\$25.372	\$26.133

## APPENDIX B

### **TRANSIT FLEET MAINTENANCE BOOKING RULES**

#### 1. **EMPLOYEES ELIGIBLE FOR BOOKING**

The City agrees that Job Planners, Garage Supervisors and Body Shop Supervisors, with the exception of the Service Supervisor shall be booked in accordance with seniority.

#### 2. **BOOKING DATES**

Bookings shall be conducted twice a year during the second week of February and the second week of September.

#### 3. **GENERAL BOOKING**

The City of Ottawa agrees to submit the work shift boards for the General Booking of Garage Supervisors, Body Shop Supervisors and Job Planners to the Union Committee two (2) weeks prior to being posted. The General Booking shall contain the Daily work shifts for the Garage Supervisors, Body Shop Supervisors and the Job Planners, and may include Statutory holidays and/or annual vacation shifts.

#### 4. **BOOKING REPRESENTATIVES**

A booking official appointed by Management shall be in charge of all bookings in conjunction with the Union. The Union will designate one or more of its representatives to attend the bookings. If a Garage Supervisor or a Job Planner 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

#### 5. **STATUTORY HOLIDAY BOOKING**

A Special booking for Garage Supervisors shall be in effect for Statutory Holidays. To maintain coverage, available Garage Supervisors must fill the open positions by seniority (i.e. forced on shift). For purposes of this rule Statutory Holidays being at 23:30 hours the night before. Statutory Holidays may be as celebrated by the Federal Government.

6. **SPARE GARAGE SUPERVISOR**

The Spare Garage Supervisor shall in the first instance cover work at the Belfast Garage and then, if available, shall cover any other open shifts by seniority, excluding the Junior Garage Supervisor position unless all other open shifts are covered.

7. **OVERTIME**

The provisions of this article are amended or are to be read in conjunction with the Overtime and Lieu Day Rules as set out in Appendix "C".

7.1 Employees called upon to work on their regular day off shall be paid at the rate of time and one half (1.5).

7.2 If a regular shift is extended, time and one half (1.5) shall be paid on those hours in excess of eight (8) hours. Replacement coverage (overtime) shall be offered to Garage Supervisors by seniority if no Spare Supervisor is available. For the period until the replacement Supervisor is available (not exceeding two (2) hours), the Supervisor from the preceding shift may extend his or her shift. If that Supervisor does not extend his or her shift, a Relief Supervisor may be used for the same period.

7.3 When a regular Garage Supervisor must be replaced, and a Spare Supervisor, (or a Supervisor/Technician) is not already assigned as a replacement, the order from the Supervisor's unit shall be:

- a) Garage Supervisor who can work the entire shift.
- b) Two (2) Garage Supervisors who can split the shift.
- c) Working Supervisor, Unit Rebuild only.
- d) A Relief Supervisor.
- e) A Garage Supervisor and a Relief Supervisor who can split the shift. The Garage Supervisor has priority of selection.
- f) Two (2) Relief Supervisors who can split the shift.

7.4 A Garage Supervisor may be allowed up to one (1) hour overlap between the normal coverage being provided and any extended shift coverage.

7.5 The Service Supervisor will be allowed to work overtime for shift extensions at the garage to which he or she is assigned and for the weekend closing of garages. The Service Supervisor will book after the regular Garage Supervisors and ahead of the Relief Supervisors.



- 7.6 The overtime booking for weekend closing of garages will take place at the regular Garage Supervisors' Booking after all regular shifts are booked and will be for the same time period as the regular Booking. An absence of the booked Garage Supervisor will be covered through the regular overtime rules if there is a minimal twenty-four (24) hours notice.

If in the event there is no lead time, the shift will be covered by shift extension or, if the person on the preceding shift declines through the overtime rules covered in Appendix C.

The responsibility of contacting employees for replacement on this shift would be covered by the duties of a Booking Officer if there is a minimum of twenty-four (24) hours notice. If there is not this minimum notice, the responsibility will be on the supervisor receiving the call from the employee booking off.

- 7.7 When a regular Job Planner must be replaced, and the Spare Job Planner or a Garage Supervisor/Technician is not already assigned as a replacement, overtime required for Job Planners shall be offered to employees in the following Job Classification in order of seniority:

- a) A Job Planner who has completed rotational training for that position.
- b) Two (2) Job Planners who can split the shift.
- c) A Supervisor/Technician who has completed rotational training for that position.
- d) A Relief Job Planner
- e) An available Job Planner must fill the position by seniority (i.e. forced on shift).

A Job Planner /Supervisor /Technician may be allowed up to one (1) hour overlap between the normal coverage being provided and any extended shift coverage.

- 7.8 The spare Job Planner shall fall under the booking rules as described in 7.7 when booking on an open shift to replace a Job Planner.
- 7.9 Shift Extension shall be deemed to be an extension of the same work normally performed during the regular duration of the position extended.
- 7.10 Under direction from the Garage Supervisor of the shift, the Job Planner has the authority to issue work to the employees.

8. **LONG TERM OPEN WORK**

When a work shift shall be open for more than five (5) and less than sixteen (16) working days, and is not covered by the Spare Garage Supervisor, the remaining Garage Supervisors in the unit shall have the option to change their work shifts and the remaining open shift shall be covered by a Relief Supervisor.

After fifteen (15) working days, the Supervisor accepting the work shall remain in this shift for the duration of the booking, or until the return to work of the incumbent, whichever is earlier. During the period between five (5) and fifteen (15) working days, there shall be a maximum of one (1) shift change per week per garage.

9. **VACATION**

Vacation shall be taken throughout the calendar year and the choice of vacation period shall be governed by seniority. A maximum of three (3) weeks vacation may be booked during the period June 1 to September 1. After all employees have booked their maximum vacation intended for this time period, it is then permitted members who wish to have more than three (3) weeks to submit their request subject to accepted booking rules.

Supervisors, Job Planners and Work Study employees shall book their vacations for the period of an Equipment Division Booking. For the life of this contract the Body Shop Supervisors and Stores Supervisor may book vacation on a calendar year basis.

The Service Supervisor, Body Shop Supervisor and the Stores Supervisor may book separately and be off on vacation at the same time.

The Energy Systems Supervisor, Plant Supervisor – Building and Outside Service and Plant Supervisor – Building Repair and Minor Construction shall book their vacation as a separate group.

The Job Planners shall book their vacations as a separate group. Two (2) employees may be booked for vacation at the same time in order of seniority except that the months of June, July and August, the second employee will be allowed to book only if a qualified replacement is available.

## APPENDIX C

### **REQUIRED AND DISCRETIONARY OVERTIME**

The following Overtime and Lieu Day Rules apply to both Required and Discretionary Overtime:

1. Discretionary overtime will include any overtime caused by an employee being granted a lieu day off. In addition, shifts which are due to training and meetings will be designated discretionary.
2. When an employee works required overtime and opts for an immediate cash payment, such payment shall be calculated at the rate of time and one half (1.5) or if the employee wishes the overtime hours will be placed in a lieu day bank at time and one half (1.5).
3. If an employee voluntarily accepts a discretionary overtime assignment, the overtime hours, at the option of the employee, will be paid out at straight time rates or will be placed in a lieu day bank at straight time rates.
4. Banked lieu days may be taken at a later date at the discretion of the employee provided the work can be covered at straight time rates and management approves the taking of such banked time.
5. Any banked lieu days arising from the above overtime provisions, Sunday premium time, meetings, training time outside regular working hours, general or designated holiday lieu days or any other granting of lieu days which have not been booked may, at the discretion of the employee, be :
  - a) paid out in cash,
  - b) taken as lieu time prior to December 1,
  - c) carried over indefinitely as dollars earned, or
  - d) placed in a Retirement Leave Bank.

**NOTE:** If the employee does not elect in writing one of b), c), or d) above, the bank will be paid out in accordance with a) above.

6. Lieu days carried over into an employee's retirement leave bank may, at the discretion of the employee, be used to advance an employee's departure from active employment prior to their official retirement date or be paid out in cash at straight time rates at the actual time of retirement. If the employee should leave the City for any other reason prior to retirement, then a cash payment will be made at that time.

LETTER OF UNDERSTANDING #1

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

**RE: GARAGE SUPERVISION ON THE WEEKEND**

The Supervision of running repair work on weekends will be assigned to three (3) Garage Supervisor/Technicians who each work two (2) twelve (12) hour shifts on two (2) weekends in a three (3) week period, with the third weekend off.

The three (3) positions would be listed in the shifts available at St. Laurent garage at the twice annual booking. The two (2) twelve (12) hours shifts on two (2) out of three (3) weekends would be identified and the two (2) eight (8) hours shifts listed as “to be arranged week to week”. The remaining sixteen (16) hours required to complete the forty (40) hour work week would be worked during the week as eight (8) hour shifts. An employee would not be asked to, or allowed to work the shift immediately preceding or following the scheduled weekend shifts. The Garage Supervisors may exchange weekends within the group as long as they cooperate among themselves to cover the work. In the event that an exchange has been arranged, the Superintendent and the Booking Officer must be informed by 3:00 pm Thursday who is covering each shift on the weekend. In a three (3) week period, one hundred and twenty (120) hours of work will be performed and will be paid at straight time rate as forty (40) hours per week for each of the three (3) weeks. Any time accumulated over the one hundred and twenty (120) hours in the three (3) week period will be paid at overtime rates.

The remaining shifts would be worked in one of the following capacities:

1. Spare Supervisor to provide relief supervision for odd days of full weeks.\*
2. Spare job planner to provide relief for odd days or full weeks.\*  
  
(\*full week, relief work would only be assigned with employee’s consent).
3. Technical services tasks that are not time critical such as the development of work procedures, time studies, product evaluations, data analysis, etc.
4. Warranty work.

The days off would be arranged between the three (3) employees and the Booking Officer allowing flexibility in the arrangements with three (3) conditions:

- a. All weekend work is covered by these employees, except when one of the employees is on vacation or is absent.
- b. The maximum number of consecutive days off for an employee is nine (9).
- c. The days off accumulated in a four (4) week period must be used in this period, no banking or carry forward.

It is agreed by both parties that this organization of the work is new, if issues arise, the parties will meet and come to mutual agreement on the resolution of the issue.

Dated in Ottawa, Ontario this 3<sup>rd</sup> day of December 2004.

*"original signed by Barry Spratt,  
Beverly Smale, Cameron Johnstone,  
Denis Lamarre"*

*"original signed by Laurie Blackstone"*

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For the Union

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For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

**RE: ATTENDANCE INCENTIVE**

The Attendance Incentive program is to be extended under the following formula:

Perfect Attendance	\$500
One (1) day absent	\$250
Two (2) days absent	\$175
Three (3) days absent	\$75

Included in the calculation of days absent will be all medical leaves, inexcused absence, and any suspensions. For periods of absence for a partial day, the absence will be rounded off to the nearest day.

e.g. 1.1 day	One (1) day's absence
1.5 days	Two (2) days absence for the purpose of the Attendance Incentive
(The rounding off will not be applicable to 0 days absences)	
0.1 day's absence	One (1) day

To qualify for consideration, an employee must have been actively at work for at least ten (10) months.

Dated in Ottawa, Ontario this 3<sup>rd</sup> day of December 2004.

*"original signed by Barry Spratt,  
Beverly Smale, Cameron Johnstone,  
Denis Lamarre"*

*"original signed by Laurie Blackstone"*

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For the Union

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For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

**RE: TUITION, SABBATICAL LEAVE AND EXAMINATION**

The City's policy on Sabbatical Leave shall apply to member of CUPE, Local 5500.

The City's policy on the Tuition Support Program shall apply to members of CUPE, Local 5500.

In the event that an employee is required to write an examination during regularly scheduled working hours, the employee may then be granted a leave of absence with pay for up to eight (8) hours in a given year in order to write exams on pre-approved courses designed to upgrade employment qualifications.

Dated in Ottawa, Ontario this 3<sup>rd</sup> day of December 2004.

*"original signed by Barry Spratt,  
Beverly Smale, Cameron Johnstone,  
Denis Lamarre"*

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For the Union

*"original signed by Laurie Blackstone"*

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For the Employer



LETTER OF UNDERSTANDING #4

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

**RE: OC TRANSPON PENSION PLAN (O.C.T.P.) CONVERSION TO THE ONTARIO  
MUNICIPAL EMPLOYEES SYSTEM (O.M.E.R.S.)**

The parties agree that upon ratification of this agreement, the following amendment shall be made to the OC Transpo Pension Plan:

1. Effective January 1, 1999, the responsibility for the accruing all future pension responsibility shall be transferred to OMERS. As a result of a very large surplus in OMERS pension plan, the Employer and Employee contributions shall not be required in 1999 and in all likelihood not for the years 2000 and 2001. Shortly after ratification of this agreement, Payroll will be refunding all pension contributions deducted in 1999.
2. All past service responsibilities including responsibilities for current pensioners, surviving spouses, and deferred pensioners which shall be transferred to OMERS provided the Pension Regulating Authorities allow.
3. In transferring past responsibilities it is agreed and recognized that there shall not be reduction of any pension benefits and rights accrued to any of the members of the OCTP plan including those of retirees.
4. Upon transfer of the past service responsibilities, the parties agree that some of the resulting surplus, if any, shall be applied to the following pension plan improvements:
  - a) All pension accruals earned prior to 1981 shall be upgraded to current service.
  - b) The integration of Canada Pension Plan (CPP) benefits at age 65 shall be calculated on the more attractive OMERS Formula – five (5) year CPP average instead of the present three (3) year CPP average.
  - c) Upon the death of active contributors and current pensioners, eligible surviving spouses shall receive the more attractive OMERS benefit – 66 2/3% to 100% of the deceased member's pension instead of the present 50% formula.

5. Upon completion of the transfer of past service responsibilities, the parties agree that any remaining surplus shall be shared by the Employer and the members of the OCTP plan on 50/50 basis.
6. The remaining "employee" share of any surplus shall be distributed to the active members of the OCTP plan as of December 31, 1998. A sub-committee of the Corporate Pension Committee shall address the issue of distribution and shall be assisted by the Plan Actuary in consultation with the appropriate Pension Regulating Authorities. If permissible by the Pension Regulating Authorities, the Union may direct their memberships portion of any surplus payable to their members differently from the other Bargaining units or staff associations.
7. In the unlikely event that the Pension Regulating Authorities do not allow all past service responsibilities in the OCTP to be transferred to OMERS and the OCTP plan is not "wound up", the Employer agrees not to remove any fund surplus from the plan without agreement of the Union.

Dated in Ottawa, Ontario this 3<sup>rd</sup> day of December 2004.

*"original signed by Barry Spratt,  
Beverly Smale, Cameron Johnstone,  
Denis Lamarre"*

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For the Union

*"original signed by Laurie Blackstone"*

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For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN  
CITY OF OTTAWA**

**AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500**

**RE: TECHNICAL INSTRUCTORS**

During the first year of this agreement, the parties agree to meet to discuss the issue of compensation for the Technical Services Instructor position

The Committee will consist of two (2) representatives of the Union, including one (1) from the appropriate bargaining unit, and two (2) representatives from the City. Both parties can be accompanied by one (1) specialist in job evaluation.

Dated in Ottawa, Ontario this 3<sup>rd</sup> day of December 2004.

*“original signed by Barry Spratt,  
Beverly Smale, Cameron, Johnston,  
Denis Lamarre”*

*“original signed by Laurie Blackstone”*

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For the Union

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For the Employer

### INFORMATION ITEM

For your information, the current definition in the Pension Plan which describes eligibility for an "unreduced" pension is as follows. Employees are eligible when:

1. they are at least fifty-five (55) years of age and the sum of their attained age and years of service equal ninety (90) or more;
2. when they are at least sixty (60) years of age and have a minimum of twenty-five (25) years of service.

NOTE: This item does not form part of the Collective Agreement.

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