

COLLECTIVE AGREEMENT

between

City of Ottawa



(the "Employer")

and

**Amalgamated Transit Union, Local 279 –
Para Transpo**

(the "Union")



*Ratified by the Employer: March 26, 2014
Effective: January 1, 2013 to December 31, 2014*

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ARTICLE 1
Preamble and Recognition

- 1.1 It is the intent and purpose of this Collective Agreement to promote and improve the working and economic relationship between the City and its Para Transpo employees, and to set forth the basic agreement respecting hours of work, rate of wages and other conditions of employment to be observed by the Parties hereto.
- * 1.2 The City recognizes the Amalgamated Transit Union, Local 279, Para Transpo Service Delivery Unit, as the sole bargaining agent for all Para Transpo employees of the City employed within the City of Ottawa, save and except supervisors, lead Operators, persons working above the rank of supervisor, office and clerical staff, bus washers, mechanics and store room clerks.
- 1.3 The Union having been recognized as the sole bargaining agent for these unionized employees of the City, agrees to support and compel observance of all rules and regulations as laid down by the City that are not in conflict with this Collective Agreement.
- 1.4 In order to maintain good relations and in the interest of both Parties, the City and the Authorized Representative of the Union agree to meet during the period of the Collective Agreement to discuss and settle questions arising out of the interpretation of this Collective Agreement or circumstances unforeseen at the time of negotiations pertaining to the Collective Agreement.
- 1.5 The contents of any understandings reached in the form of a Memorandum of Agreement will be signed by the Union Executive Board Member and the City Manager or his/her appointed alternatives. Copies of the signed Memorandum will be sent to each of the Parties, and shall form part of this Collective Agreement when signed. All current Memoranda of Agreement are attached to this Collective Agreement.
- 1.6 Bargaining unit work as defined in this Collective Agreement will normally be performed by employees in the bargaining unit, except in the case of emergencies, instruction, trying out runs, or other mutually agreed upon reasons.
- 1.7 No other organization will be authorized or permitted to distribute literature, or to solicit in anyway whatsoever, or be permitted to collect union dues on the City's premises.

ARTICLE 2
Management Rights

- 2.1 The Union acknowledges and agrees that the City has all the normal and usual rights in running its business in accordance with its commitments and responsibilities according to the following:
- (a) Maintain order, to hire, to discharge, to discipline, suspend, promote, demote, transfer, determine the number of employees, qualifications required, location of operations, methods and processes of operation, equipment, scheduling the work to be performed, provide direction to the workforce, determine the hours of operation, to contract or assign the work in any manner it deems necessary, so long as it does not conflict with the terms of this Collective Agreement, which may be subject to a grievance. A claim by an employee that he/she was discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure, set out herein.
 - (b) Generally to manage its business in all respects in accordance with its obligations, subject to the provisions of this Collective Agreement.
 - * (c) To make, alter and enforce, from time to time, reasonable rules and regulations to be observed by the employees. The City agrees that it will provide the Union with copies of those rules and regulations, which may be established or altered by the City from time to time. In so doing, the City shall provide the Union with advance notice on the establishment of new rules and of amendments to current rules. The Union will be given an opportunity to discuss these rules or any amendments to these rules prior to the City putting into effect any rule. Discussions will be sought, as early as possible in order that there will not be any unreasonable delay in introducing the rule to the attention of the employees affected.

ARTICLE 3
No Strikes, No Lockouts

- * 3.1 During the term of this Collective Agreement or collective bargaining for renewal including the period of interest arbitration as set out in Article 21, the Union agrees that it will not call, authorize, encourage or support any strike or slow down, and the City agrees that there will be no lockout.

ARTICLE 4
Definitions

4.1 Union:

Union shall mean the Amalgamated Transit Union, Local 279, bargaining unit, Para Transpo Service Delivery Unit and its members and officials recognized in this Collective Agreement.

4.2 Parties:

Parties shall mean those defined as the City of Ottawa and Union.

4.3 Service:

Service shall mean the length of time an employee has worked for the City of Ottawa, after having completed all necessary training and instruction. Members of the Bargaining Unit in the service of the City of Ottawa, on January 1, 2008, will receive recognition of their prior continuous service with First Bus Canada and Laidlaw for the purpose of vacation accrual rates.

4.4 Employee:

Employee shall mean a person employed by the City to perform duties in regard to the City's performance of the Para Transpo agreement and who is working in a position covered by this Collective Agreement and must be the bearer of the required and valid drivers' license, recognized by the Province of Ontario, remain bondable, and have successfully satisfied any training or instruction required by the City in fulfilling its obligation to the customer. Employee and Operator as referred to in this Collective Agreement mean the same.

Employees may fall into one (1) of the following categories:

- (a) Full-time - means the employee who books full time work from the quarterly booking, subject to item (c) of the Schedule "A" Para Transpo Wage Schedule.
- (b) Part-time - means the employee who does not book full time work from the quarterly booking subject to item (c) of the Schedule "A" Para Transpo Wage Schedule.

The City agrees that it shall limit the number of part-time employees to no more than fifteen percent (15%) of the number of full-time employees.

The Union agrees that the City may meet this goal through attrition. No employee shall be laid off in order to achieve this cap.

4.5 Executive Board Member:

The Executive Board Member is an employee in the Para Transpo bargaining unit either elected or appointed and is a member of the Grievance Committee, responsible mainly for the supervision of grievances and negotiations, as set out herein.

4.6 Authorized Representative:

Means a member in good standing with the Union, appointed by the Executive Board Member or the Grievance Committee.

4.7 President/Business Agent:

Means the elected officer of the Amalgamated Transit Union who has responsibilities, as set out in the Local's by-laws.

4.8 Gender:

Whenever the masculine or feminine gender is used in this Collective Agreement it shall refer equally to either or both genders, singular or plural.

See Article 6.5 for additional definitions

ARTICLE 5
* Seniority

5.1 For the purpose of seniority, employees covered by this Collective Agreement shall form two (2) seniority groups: (1) Operators; (2) Shift Controllers.

Operators

Seniority will be established as of the December 31, 2007 seniority list provided by the Union. (See Letter of Understanding – Initial Seniority Review Appeal).

Shift Controllers

Seniority will be established as of the October 20, 2012 seniority list provided by the Union.

- * 5.2 An employee shall lose their seniority and be deemed to have quit the employ of the City in the following circumstances:
- (a) if he/she is discharged and is not reinstated;
 - (b) if he/she quits and/or resigns voluntarily;
 - (c) if, following lay-off, he/she fails to return to work within three (3) working days after receiving notice by registered mail to do so, unless just cause exists;
 - (d) if he/she accepts other employment that prevents him/her from performing his/her scheduled duties or affects the level of performance of the employee's duties or results in any non-compliance with statutory or City requirements;
 - (e) if, he/she is absent from work for a period of three (3) consecutive scheduled work days without notifying the City and without reasons satisfactory to the City;
 - (f) he/she fails to return to work upon expiration of a leave of absence or vacation, or utilizes a leave of absence for a purpose other than for which it was granted. All leaves of absence requests shall be in writing to the City, setting out the reason for the request.

5.3 The seniority lists shall be posted on the City notice boards in March and October, of each year. The master seniority list shall show the date upon

which each employee's service commenced. A copy of the master seniority list shall be furnished to the Executive Board Member. The seniority lists shall be amended to include new and terminated employees each year.

- 5.4 A seniority status that has remained unchanged for twelve (12) consecutive months from the posting shall be considered as correct. Any protests with regard to an employee's seniority standing must be submitted in writing within sixty (60) calendar days from the date seniority lists are posted. An employee or his representative must present proof of error, should the error be corrected, the corrected seniority date agreed upon shall be final. No changes shall be made in existing seniority status of an employee unless agreed to in writing between the Para Transpo Service Delivery Unit Program Manager and the Executive Board Member.
- 5.5 An employee transferred or promoted to a position outside the bargaining unit, shall retain and continue to accumulate his seniority for a period of twelve (12) months from first day of transfer provided he/she continues to pay his/her Union dues. An employee remaining outside the bargaining unit longer than twelve (12) months shall relinquish all accumulated seniority and shall be removed from the seniority list. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority within the twelve (12) month period provided there is a vacancy. It is clearly understood that such employee shall have no bumping rights.

The employee shall have no right to return to the bargaining unit if the employee was terminated for just cause or was transferred for a period longer than twelve (12) months.

- * 5.6 The City will be responsible for issuing to the employees the Collective Agreement within sixty (60) days of signing. This will be at the City's cost. The above time period may be extended by mutual agreement of the parties.

ARTICLE 6

Route Assignment and Booking

- 6.1 (a) It is understood that due to the nature of the Para Transpo business that employees must be willing and able to perform work as assigned by the City. The City shall hold four quarterly bookings. Prior to the booking the City shall post all known work. In accordance with customer requirements, at each booking the City shall create the maximum possible number of full-time assignments. Employees shall be entitled to book work based on seniority, provided they possess the skill and ability, drivers' license, and qualifications to perform the work and such other requirements as may be required by the customer, such as geographical requirements, shift work, efficiency, cost, the type of

vehicle or service to be performed, physical fitness, driving experience, good working knowledge of the urban transit area, ability to communicate both verbally and in writing in English.

During the Christmas week, should service reductions occur and subject to operational requirements, the City will reduce the impact of these service adjustments on employees by adding more vacation slots and/or offering employees by seniority the option to take days off with pay (using available floater days) or without pay.

- (b) In the event that employee(s) do not book, then the Union and the City will book the employee(s) on the same or similar work from the previous booking, provided it is available, based on the factors listed in clause 6.1(a). An employee who has booked work or who is booked on work will not be permitted to change his/her assignment until the next booking, unless mutually agreed to by the City and the Union Executive.
- (c) The City in setting out the booking process must reserve the right to conduct any further bookings at times or a time, as may be necessary, based on the business necessity.

Employees at the time of route booking will be permitted to sign to signify their availability for overtime assignments which occur at times other than when they are scheduled to work.

- (d) Nothing herein constitutes a guarantee or limits the City's ability to create or delete any classification.
- * (e) All Operators must comply with Federal Work-Rest Rules at all times. Operators must not accept any work that would result in a violation of Work-Rest Rules.

- 6.2 The quarterly booking for the employee shall be deemed to be permanent for the quarterly period unless a change would result in an increase in the monetary value, or the change is approved by mutual agreement between the Executive Board Member and the Para Transpo Service Delivery Unit Program Manager.

This does not constitute a guarantee of work and recognizes changes may occur to selected bookings as a result of increases or decreases in business levels, or due to service requirements.

- 6.3 The quarterly booking will be carried out in the following manner:

- (a) All known work (full-time, spares, including vacation spares and floating spares, part-time and statutory holiday or reduced work) will be posted at the booking. All shift schedules will be booked by seniority, in accordance with the principles in clause 6.1(a).
- (b) The Parties agree that for each booking, available shifts shall be allocated by seniority ranking. Each Operator will be paid an extra one-half (½) hour per booking at regular non-overtime rates of pay. This will only be paid to those Operators who actually attend the booking in person. It will not apply to those who book by telephone or proxy, unless the employee is on duty at the time of booking. Employees on duty at the time may be permitted to book by telephone or proxy, and shall receive the extra one-half (½) hour payment. The Parties agree that bookings are subject to change and that the employee must perform the work assigned and deal with any questions or concerns later.
- (c) The Union shall be given an opportunity to review the proposed booking to check for errors, omissions or violations of the Agreement. The Union will be provided the information not less than five (5) calendar days prior to the information being posted to the attention of the Operators. The posting to the Operators would not be posted less than ten (10) calendar days prior to the first day of selection of the work. The time periods may be reduced by mutual agreement between the City and the Union. The Parties agree that in the case of the Union disputing any of the booking information, the matter shall be addressed, but if not resolved in a timely manner the booking shall proceed on the basis of the information posted.
- (d) The Parties to this Agreement recognize and agree that the City is obligated to follow the instructions of its customer, provided the instructions do not conflict with any provision in this Collective Agreement.

6.4 The rates of pay shall be those set out in Schedule "A" of this Collective Agreement.

6.5 New work or vacant work which becomes available after the booking will be provided to Operators based on the following principles:

- (a) In clause 6.5, terms have the following meanings:
 - i) **vacant work** – means work that was booked for the current booking period, where the employee who booked the work is absent and unable to perform the work;

- ii) **new work** – means additional work that did not form part of the booking for the current booking period;
 - iii) **true spare** – means an employee who booked work as a spare for the current booking period. Spare employees are required to report as scheduled but have no pre-assigned run. The number and hours of spare employees will fluctuate depending on service requirements subject to the parameters provided in Articles 8.2(d), (f) and 8.5 (f) of the Collective Agreement;
 - iv) **floating spare** – means an employee who booked work as a floating spare for the current booking period. The number of and hours of work applicable to floating spare positions is set out in Article 8.2(g) of the Collective Agreement;
 - v) **full-time and part-time employees** – mean employees as so defined in Article 4.4 of the Collective Agreement;
 - vi) **scroungers** – means Operators who choose to make themselves available for additional work and are present on the property without being called in by the City. Any sleep-in/late-show who is more than one hour late may elect to become a scrounger;
 - vii) **sleep-in/late-show** – means Operators, excluding call-ins, who report to the shift controller between one minute and 60 minutes late for their scheduled work;
 - viii) **call-ins** – mean Operators called in by the City to perform new or vacant work.
- (b) New work or vacant work of less than twenty-one days' duration will be assigned as follows:
- i) subject to the exception in clause 6.5(b)(iii), the work will be assigned, via seniority, amongst employees on the premises when the work is available in the order detailed below, provided the employees possess the necessary qualifications to perform the work in accordance with clause 6.1(a): the work is first available to spares, second to sleep-ins/late-shows, third to call-ins, in accordance with the call-in procedure in clause 6.5(b)(ii), and, finally to scroungers;
 - ii) when calling in employees, the following order will apply:

- A. the City will first offer the work, via seniority, to part-time employees who have indicated an interest in performing call-in work, provided that at the time of the call the employee has worked or is scheduled to work less than 70.25 hours in the pay period;
 - B. if the work still remains available, the City will next offer the work, via seniority, to any remaining part-time employees provided that at the time of the call, the employee has worked or is scheduled to work less than 70.25 hours in the pay period;
 - C. if the work still remains available, the City will next offer the work, via seniority, to full-time employees, who have indicated an interest in performing call-in work; and
 - D. if the work still remains available, the City will offer it via seniority to any remaining full-time employees;
- iii) a call-in who reports one minute or more late will be assigned work only if the Operator is needed after all others who have been called-in have been assigned work.
- * iv) When the hours of a call-in assignment are not known in advance, eligible Operators for the call-in will be those that are able to accept a shift that includes a minimum of 11 ½ hours of driving time. When accepting to be called-in, the Operator must ensure that he/she is in compliance with the Federal Work-Rest Rules.
- (c) Vacant work of more than 21 days' duration will be posted. Within seven calendar days of the posting, spares and part-time employees may indicate, in writing, their interest in the work. The City will fill the posting on the basis of seniority ranking of the spares and then of the part-time employees, who applied, provided the employee possesses the necessary qualifications to perform the work in accordance with clause 6.1(a). Should no qualified employee bid for the work, the City will assign it to the least senior part-time employee. Employees who obtain vacant work under this clause are subject to being displaced if the Operator who booked the work returns to work before the end of the booking period and is able to perform his previous assignment.

6.6 An Operator may be removed from a booking and subject to disciplinary action upon investigation of a complaint from the customer provided it does not conflict with any provision in the Collective Agreement.

- 6.7 Where the City posts vacant work, it will post the primary vacancy (original vacancy) in accordance with the procedure of Clause 6.5 (c). Any resulting posting other than the primary piece will only be available to employees who were not able to select this work at the Quarterly Booking.
- 6.8 An employee wishing to leave his/her booking obtained through the posting must apply in writing to the Para Transpo Service Delivery Unit Program Manager. The Program Manager, will discuss the request with the Executive Board Member and make reasonable effort to either place the employee on an open booking or allow the employee to apply for any available posting.
- 6.9 For work on Statutory Holidays as listed in Article 9, the following procedure applies:
- a) Operators who select work at the quarterly booking will form the list to work the Statutory Holiday.
 - b) Any Operator who believes he/she may not be able to select work at the quarterly booking may volunteer to be placed on the list to work the Statutory Holiday.
 - c) Once an Operator commits to this as per (a) or (b), above, all shifts will be selected by seniority from this list as per the requirements of Article 6.1(a). Operators shall work the shifts as selected.
 - d) It is understood that there are no scheduled days off for part-time employees.
- 6.10 The Parties agree that employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice, in writing, is given and provided that there is no increase in cost to the Employer.

ARTICLE 7

*** Reduction and Recall to Work**

- 7.1 In the instance of a reduction in the number of employees, the Para Transpo Service Delivery Unit Program Manager will discuss such matters with the Executive Board Member and take into consideration any proposals made on behalf of the employees.
- 7.2 When reducing the workforce, employees with the least seniority within a classification in which the layoff takes place shall be laid off first, provided the remaining employees have the necessary, drivers' license, skill, ability, physical fitness and qualifications to perform the work in question.
- 7.3 A full-time employee, with seniority, whose position is eliminated or who is displaced shall be provided with seven (7) days' prior notice and shall be

assigned to a booking by the City or become a part-time employee, provided the employee is qualified to perform the work.

- 7.4 Under no circumstances will an employee under this Collective Agreement be permitted to displace an employee working under another Collective Agreement. The City may agree to permit a laid off employee to take any vacant work for which the employee is qualified and able to perform. In such a case the employee shall forgo any right of recall.
- 7.5 An employee laid off shall register his/her name with the Para Transpo Service Delivery Unit Program Manager and the Executive Board Member.
- 7.6 All employees shall have a right of recall from lay-off for a period of two (2) years.
- 7.7 A laid off employee may be recalled to work on a periodic basis and shall keep the shift controller advised of his/her current home address and telephone number.
- 7.8 A laid off employee shall be recalled to work in order of seniority when there is an increase in manpower or a vacancy occurs.
- 7.9 It shall be the employee's responsibility to ensure an up-to-date address and telephone number is on file with the City.
- 7.10 The City shall send notice of recall by registered mail to the last known address of the employee, a copy of this letter will be provided to the Executive Board Member. An employee having been sent notice of recall shall report to work no later than five (5) working days from the date the letter is received. An employee who fails to return to work shall lose his/her seniority in accordance with Clause 5.2.

ARTICLE 8

*** Hours of Work and Overtime**

The City's operations are based on a continuous operation and will be governed according to the regulations set out in the Canada Labour Code.

- 8.1 Rates of pay are set out in Schedule "A" of this Agreement.
- 8.2 (a) The normal hours for Para Transit service are Monday to Sunday inclusive, between the hours of 5:00 A.M. and 1:00 A.M., the following day. An employee shall receive payment from their scheduled report time at the depot to their scheduled finish time at the depot at the rate

set out in Schedule A. If the Operator finishes past their scheduled finish time, they will be paid until their actual finish time.

The City will endeavour to schedule employees and permit selection of the scheduled hours in accordance with the general booking procedure. The City must reserve the right to alter starting or finishing times after the general booking to meet service requirements.

- (b) Unless the scheduling requirements of the customer require otherwise, split shifts shall be limited to day work and not go into evening work.
- (c) Spread time is defined from the time the employee commences work for pay to the time the employee finishes work for pay on any work assignment. Spread time for any employee for regularly scheduled work shall not exceed twelve and one-quarter (12¼) hours, except for spare Operators whose spread time shall not exceed thirteen (13) hours.
- (d) Except where other shift arrangements are necessary or other exceptional circumstances by agreement of the Union, all shifts shall commence at the reporting time booked by the employee as per the most recent booking. Except for split shifts with appropriate premiums being applicable, all shift hours shall be continuous from the start of the shift to the end of the shift.
- (e) All spares shall be provided a minimum of nine (9) hours' pay per shift, except where the employee absents himself from work in which case the employee shall only be paid for the work performed. A spare who books or is assigned work for that day shall be required to work the hours booked or assigned and will be paid from the time of their scheduled report time to the completion of the booked or assigned work. It is recognized that a spare's scheduled report time and days off may change as a result of the requirement to cover vacant work.
- (f) Floating spare positions may be posted as having a daily start time window of either between 5:15 A.M. and 8:15 A.M. or between 11:15 A.M. and 14:15 P.M.

Each floating spare will be assigned a start time, daily, within his/her start time window, on the preceding evening of each scheduled day of work. The floating spare will be called between 18:00 P.M. and 18:30 P.M. on these days and must be available at his/her identified phone number for the office to convey the start time. A premium of one-half hour, at the employee's regular rate of pay, will be paid on each floated scheduled day worked to floating spares in recognition of this requirement. This premium does not constitute regular hours and will

not be included in the calculation of overtime. If the floating spare does not answer or return the phone call before 18:30, the premium will not be paid and the floating spare will forfeit his/her shift.

Floating spares will follow the same rules as true spares and call-ins as it pertains to spread time, selection of work and guaranteed hours of work.

The City may create floating spare positions in addition to true spare positions for booking, in accordance with the ratio of floating spare positions to true spare positions detailed in the chart below :

Reference Line	Total Number of Spare Positions in Booking	Maximum Number of Floating Spare Positions in Booking
1	10 or less	3
2	11	3
3	12	4
4	13	4
5	14	5
6	15	6
7	16	6
8	17	7
9	18	7

Should more than eighteen (18) spare positions appear on a booking the true/floating spare ratio pattern as detailed from Reference Lines 6 through 9 shall be continued.

When creating full-time pieces of work the City will endeavour to avoid bundling floating spare shifts with non-floating spare shifts.

- (g) Booked spares will be provided with a minimum of seventy-two (72) hours per bi-weekly period. A part-time employee who accepts or is assigned a booking remains at the part-time rate and will not count as a booking as per item (c) in Schedule "A".

8.3 Overtime shall only be paid for each hour in excess of his/her daily booked hours, or for each hour in excess of 80 hours of work for that employee per bi-weekly pay period.

8.4 The Parties recognize that cancellations of scheduled pick ups occur in the daily scheduled duties. The Parties agree that the employee shall not have his/her wages reduced for the day due to cancellations. The Parties further agree that the scheduling of rest and meal breaks shall occur at times or a time without interruption in service and normally taken when a cancellation occurs.

Employees shall be scheduled on such breaks in accordance with City procedures and must first contact and receive the approval from dispatch before going out of service.

- 8.5 The City expects the willing co-operation of its employees to meet service levels and requirements. Employees assigned work will be required to complete the assignment, unless relieved by dispatch at the end of their daily working hours. The City agrees that an Operator shall have a reasonable expectation to complete his or her shift on time.
- (a) Para Transpo full-time employees will be paid overtime at the rate of time and one-half (1 ½) the employees' basic rate of pay in accordance with Article 8.3. Time paid for but not worked shall be excluded from any overtime pay or premium requirements. The Parties shall co-operate in reducing unnecessary overtime costs. All hours worked in excess of 80 hours in a bi-weekly pay period or each hour in excess of an employee's daily booked hours will be paid at time and one-half (1 ½) of the Operator's hourly rate. For purposes of the maximum hours of work provisions in the *Canada Labour Code*, the averaging period shall be thirteen (13) weeks.
 - (b) Employees will be required to remain on duty past the end of their normal shift when directed to do so by the City. Generally, additional scheduled pick ups will be assigned to the employee before 5:30 P.M.
 - (c) The City reserves the right to schedule employees and/or to modify or change shifts as they were specified on booking sheets. The City will notify the Union of any such changes five (5) days in advance of any changes occurring. This notification will not apply in the case of an increase or reduction in service due to inclement weather or other conditions beyond the control of the City. Disputes on any schedule changes will be settled between the Executive Board Member and the Para Transpo Service Delivery Unit Program Manager.
 - (d) All employees (i.e. full-time, part-time and spare Operators) will be required to complete all customer pick ups as assigned.
 - (e) The City will not schedule an employee to work more than twelve and one-quarter (12¼) hours in a work day.
- 8.6 The Parties to this Collective Agreement recognize that the hours of work per day or per week do not constitute a guarantee and that the City reserves the right to alter such hours of work and/or to increase or reduce the workforce when business and/or emergency circumstances require.

- 8.7 Employees will be eligible to bank overtime hours to a maximum of forty (40) hours in a calendar year. Scheduling of time off will be subject to the approval of the City and such time off will be on the basis of one (1) hour off work for each one (1) hour worked. The City will maintain a record of both hours and dollars banked. Employees must indicate their intention to bank hours at the time of the first shift booking each year. Employees will not be permitted to schedule time off work in periods less than forty (40) consecutive hours and shall not be permitted to opt in or out of the banking program during the year. An employee not able to take the time off prior to the end of the year, or who has terminated his/her employment for any reason will receive payment for the overtime worked on the basis of time and one-half (1 ½) the rate of pay in effect at the time the overtime was actually worked.
- 8.8 An employee who reports for his/her regular and scheduled duties and such assignment is cancelled, without notification of the cancellation prior to leaving his/her residence, shall receive two (2) hours at his/her regular rate of pay. This time shall not be considered for the purpose of overtime calculation, unless the employee is assigned by the City to other duties and performs the work.
- 8.9 The Parties to this Collective Agreement recognize the nature of the City's Para Transpo operation and the need for the willing cooperation of the employees to meet the service and scheduling obligations to the customer. The City will, when feasibly possible, endeavour to schedule employees' regular days of rest in a manner that permits consecutive days off.
- 8.10 Employees who report late for duty shall forfeit their assignments for the day and may be subject to disciplinary action. The City reserves the right to hold such employee and assign him/her work in accordance with clause 6.5 (b) i). The employee will be paid the basic rate of pay for the time he/she is assigned work.
- 8.11 Employees delayed en route, due to any cause, must report such delay as soon as possible, for the purpose of the City rescheduling work to meet service requirements.
- 8.12 Only overtime pre-authorized by the City shall be worked and/or be paid.
- 8.13 Upon completion of his/her regular scheduled work assignment, an employee who has left the premises of the City and is called back to work but such work is not consecutive with his/her next scheduled shift shall receive the greater of the work performed or not less than two (2) hours pay at the employee's regular rate of pay. Overtime shall only be paid on such hours worked.
- 8.14 When an employee's pay cheque is short by sixty dollars (\$60.00) gross pay or more due to City error, the City will issue to the employee (cash or cheque)

the full amount within forty-eight (48) hours. Amounts under sixty (\$60.00) gross pay shall be paid in the next pay period.

8.15 If an error has been made in the calculation of an employee's pay, the City shall advise the employee of the difference in his/her pay. The City payroll shall be done by automated direct payroll deposit into the employee's bank account; employees are to cooperate with the City with respect to their account for deposit. The employee will receive a statement detailing the amount of the deposit and required deductions made from his/her pay. Pay day will be bi-weekly.

8.16 Meal Break Allowance

Employees who are required to work more than five (5) consecutive hours in a day will receive in their next pay cheque an allowance of seven dollars (\$7.00) for each such day.

ARTICLE 9
Paid Holidays

9.1 The following days shall be recognized as paid holidays:

New Years	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Employees shall be entitled to an additional paid holiday should the Federal Government create an additional Statutory Holiday.

9.2 If, however, the celebration of one (1) or other of the above-mentioned holidays is determined by the Federal Government, the holidays will be observed on the date so determined. Requirements from the customer will determine if a paid holiday is a reduced service day for the purpose of scheduling work or granting time off.

9.3 To qualify for any holiday pay the employee must have:

- (a) been entitled to wages for at least fifteen (15) days out of the thirty (30) calendar days preceding the holiday; or
- (b) been entitled to wages for at least one hundred and twenty (120) hours in the thirty (30) calendar days preceding the holiday.

9.4 Holiday pay shall be equal to, either:

- (a) the amount the employee would have earned on the holiday, where such amount can be determined because the employee has regular hours; or
- (b) where there are no such regular hours, 5% of the wages, exclusive of overtime, to which the employee is entitled in the 30 calendar days preceding the paid holiday.
- (c) An employee who is required to work on a holiday for which he/she is qualified, may be either granted one day off in lieu thereof with pay at his/her hourly rate for the number of hours constituting his/her regular assignment, or shall be paid for the day. The City shall make final determination and shall attempt to accommodate an employee's request with respect to a day off or pay. If practical, the day off in lieu will be consecutive with a regular day off or with his/her vacation period.

9.5 If an employee works on any of the paid holidays listed, he/she shall receive one and one-half (1 ½) his/her normal hourly rate for all hours worked, in addition to the provisions of Clause 9.4. This applies solely to the day of the holiday and not a day designated in lieu.

9.6 If one (1) of the paid holidays falls on a non-working day (inclusive of scheduled vacation) of the employee, the City may schedule another day off in lieu of the holiday or pay to the employee a day's pay calculated on the basis of the employee's regular rate of pay and hours of work normally scheduled for the employee on the day.

ARTICLE 10
Vacation and Pay

10.1 Employees (excluding part-time employees) shall receive vacation time off and vacation pay on the following basis:

- (a) Employees who have less than one (1) year of service, shall earn vacation pay at the rate of four (4%) percent of their earnings for the purpose of vacation pay and time off in the following vacation year.
- (b) Employees who have one (1) year or more but less than five (5) years of service shall receive for vacation, time off of two (2) weeks and shall receive vacation pay at the rate of four (4%) percent of their earnings.

- * (c) Effective January 1, 2014: Employees who have four (4) years or more but less than nine (9) years of service shall receive vacation time of three (3) weeks and shall receive vacation pay at the rate of six (6%) percent of their earnings.
 - * (d) Effective January 1, 2014: Employees who have nine (9) years or more of service, shall receive vacation time of four (4) weeks and shall receive vacation pay at the rate of eight (8%) percent of their earnings.
 - (e) Earnings shall for the purpose of calculating vacation pay, accrue from the first (1st) day of July each calendar year to the thirtieth (30th) of June in each calendar year. Earnings shall include any regular wages paid and overtime pay only. Any Workers' compensation payments, severance or other gratuitous payments shall not be considered earnings. A statement of earnings will be provided to each employee.
 - (f) Service for the purpose of calculating vacation pay shall be established as of July 1, of each year.
 - (g) The Parties in establishing the provisions as set out below with respect to vacation scheduling recognize that unforeseen events or circumstances may occur that would result in alterations to any vacation schedule set. The Parties agree to review such circumstances with a view to minimizing disruption to both operational requirements and employees.
- 10.2 Part-time employees who have less than five (5) years service with the City shall receive vacation pay on the basis of four percent (4%) of their gross earnings. Part-time employees who have completed five (5) or more years of service with the City shall receive vacation pay on the basis of six percent (6%) of the gross earnings. Gross earnings shall be calculated as set out in Clause 10.1(e) above.
- 10.3 In any case of personal illness or non-compensable injury the City shall have the right to request a medical certificate from the employee. If the employee elects to be examined by a physician, selected by the City, the City shall bear the cost of the medical certificate. Total time off in any calendar year in excess of the number of days mentioned above shall be deducted when computing service and should it occur, a vacation credit shall be reduced on a pro rata basis.
- 10.4 All employees must take their vacation in the vacation year. Application for vacation time off must be made by employees to the City in May (summer booking) for the booking period of the first week of July to the end of the Christmas season and in November (winter booking) for the remainder of

January to June 30th. Christmas vacation shall be booked at the May (summer booking).

- 10.5 Vacation time off will be scheduled by the City throughout the entire vacation year. The City in scheduling vacation time off must restrict the number of employees off work at any one time and no employee will be permitted to schedule more than three (3) consecutive weeks of vacation, unless after all employees have scheduled vacation, an employee's request for more than three (3) weeks can be accommodated. Vacation will be scheduled by the City at times of reduced business activity and employees will be expected to take the vacation when scheduled. In any case, the employee's scheduled vacation shall be consistent with the employee's work schedule. A vacation week will be deemed to run from Sunday to Saturday. Employees will be entitled to book available vacation time, based on their seniority, during the summer and winter bookings.
- 10.6 Employees who do not apply for vacation at the time of vacation booking, shall be required to take their vacation at a time or times scheduled by the City. There will be no carrying over of unused vacation into the next vacation year and vacation pay will only be issued to the employee in the pay period ending immediately prior to the commencement of the scheduled vacation time off. In the case of the employee taking vacation at a time approved by the City but not scheduled at the vacation booking, the City will endeavour to have the vacation pay made as soon as reasonably possible.
- 10.7 In the case of two (2) or more employees requesting vacation time off at the same time, the employee with the greatest seniority will be given preference in the instance of the City not being able to grant the vacation time off for the period requested. Nothing herein conflicts with clause 10.5.
- 10.8 An employee who leaves the service of the City for any reason shall receive the vacation pay earned and unused up to the date of termination/resignation; four (4%) percent six percent (6%), or eight percent (8%) of the applicable earnings, depending on years of service.
- 10.9 It is understood that any employee who leaves the City of his own accord is expected to give prior notice to the City; failure to do so will result in the vacation being paid in the next pay period. An employee who is laid off by the City and an estimated date of recall is unknown, may request and receive any unused vacation pay earned.
- 10.10 Vacation days will be exclusive of the assigned rest days (refer to Clause 9.6 with respect to paid holidays occurring during an employee's scheduled vacation.)

10.11 Floater Days:

Each full-time employee who has completed at least one (1) year of continuous service shall be entitled to a maximum of seven (7) Floater Days per calendar year. Such Floater Days shall be available to the employee on the basis of not more than three (3) days off work with pay prior to June 1st each year, and the remaining four (4) days off work with pay following June 1st each year but prior to December 31st each year. An employee shall advise the City at least two (2) hours prior to the commencement of his/her normal shift in the case of sudden illness or emergency, and in any other instance with as much notice in advance as reasonably possible. The employee will notify the City in writing of his/her wish to receive payment for the Floater Day and the records of the City shall be deemed final and complete. Payment for a Floater day shall be at the employee's regular rate of pay, with a day representing eight (8) hours. Employees will not be permitted to take a part day.

Employees may bank and carry over into the following calendar year up to seven unused floater days. These banked floater days may be used at any time during the subsequent calendar year. Employees must notify the City in writing by December 15th of each year of their desire to bank unused floater days. Any unused floater days beyond seven or, in the absence of a written request to bank, all floater days, will be paid out by the City in the first pay period of the subsequent year.

* 10.12 Reinstatement of Vacation Leave due to Disability

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

- a) The employee must provide a medical certificate justifying the application for vacation reinstatement. No consideration will be given for any time before the date the employee actually received professional medical attention.
- b) The period of disability is at least five (5) consecutive days and covers at least one (1) complete booked week of vacation immediately following the date the employee first received professional medical attention.
- c) The disability must be of sufficient severity to significantly restrict alternate activities and impair any possible enjoyment of the vacation. The employee must provide Management with sufficient information to make this assessment.

- d) The employee must notify the employing division at the commencement of the disability or in exceptional circumstances where this is not feasible, as soon as possible thereafter and apply for reinstatement of his/her vacation leave credits. No consideration will be given for any period of time prior to the application for reinstatement.

Reinstatement will be considered for full weeks of vacation as per the vacation selection process. No consideration will be given for partial weeks.

ARTICLE 11
Health and Welfare

- 11.1 The City shall make premium remittances to provide an insurance plan to cover sickness, accident, and drugs requiring a doctor's prescription, which shall be made available to full-time employees of the bargaining unit. Coverage in the benefits plans, except for the Dental Plan, shall be mandatory for each eligible bargaining unit employee.

The Basic Life Insurance and the Basic Accidental Death and Dismemberment Insurance are provided at no cost to the employee. The insurance will comprise the following:

- (a) Basic Life Insurance

One and one-half (1½) times the regular non-overtime earnings (ie., base wage rate times the employee's regularly scheduled hours)

- (b) Basic Accidental Death and Dismemberment

One and one-half (1½) times the regular non-overtime earnings (ie., base wage rate times the employee's regularly scheduled hours)

- (c) Optional Dependant Life, #1 Spouse - \$10,000
dependant insurance \$5,000

Optional Dependant Life, #2 Spouse - \$ 5,000
dependant insurance \$2,500

Optional Dependant Life Insurance provided at employee cost and it is optional. The rates are subject to adjustment and are in accordance with standard City of Ottawa rates.

- (d) Optional Basic Life and Optional
Accidental Death & Dismemberment - \$25,000 multiples to a
Maximum of \$500,000

Fully employee paid and subject to the Plan eligibility and enrolment provisions. The premium rates are subject to adjustment and are in accordance with standard City of Ottawa rates and the Plan provisions. Costs to employee to be provided but will be a City of Ottawa standard package.

- (e) Weekly Indemnity - to meet E.I. requirements.

The weekly indemnity payments provided for short term sick leave shall be increased to 75% of monthly wages.

- (f) Dental Plan:

Dental benefits details to be standard City of Ottawa plan. Enrolment is voluntary and applies to regular full-time employees only. Employees who do not enrol in the Plan at the initial enrolment must serve a waiting period of twelve (12) months from the date of their application, before becoming eligible for benefit entitlement. Premium Cost Share - 25% employee, 75% City - Premiums subject to adjustment.

- (g) Long Term Disability Plan

The City will pay 100% of the premiums for a long term disability policy that provides for a benefit of 66 2/3% of an employee's pre-disability monthly wages, to a maximum of \$2,500 per month, where an employee is totally disabled.

- (h) Vision Care

The City will pay 100% of the premiums for a vision care plan for all eligible employees. This plan will provide a maximum benefit of \$250 for each employee per twenty-four (24) month period.

11.2 Employees to be eligible must be in the employment of the City for a period not less than one hundred and twenty (120) days of work.

11.3 The City will provide details to the employee of the above benefits, which will include claims submissions, waiting periods, deductibles and maximums.

This will be a summary description and will not form part of the Collective Agreement. Participation except where set out differently, is mandatory and employees will not be permitted to opt in or out of the Plan.

- 11.4 With the exception of Vision Care benefits, part-time employees are ineligible to participate in any of the benefits, as set out.

ARTICLE 12
Leave Of Absence

- 12.1 Elected Union delegates upon request may be granted a leave of absence without pay to attend general business and conventions of the Union. The City shall have the final determination on how many may be granted a leave of absence at any one time.
- 12.2 The City may grant a leave of absence without pay to any employee for legitimate reasons, without loss of seniority providing the employee pays his/her appropriate Union dues. The request and granting of leave shall be in writing.
- 12.3 An employee who returns from an authorized leave of absence within the time prescribed shall resume his/her position held prior to the leave, unless in giving consideration to the granting of the leave, other arrangements were agreed.

ARTICLE 13
Discipline

- 13.1 An employee, who has completed the probationary period, will not be suspended (except as provided under Clause 13.2 below) or discharged until the employee has been afforded the opportunity to relate the employee's version of the events. When requested by the employee, the employee may be accompanied by a Union representative during a meeting at which the employee provides such an explanation, so long as a Union representative can be available within a reasonable period of time. The provisions of this Article do not apply to a suspension pending completion of any investigation that may lead to a suspension or discharge. If an employee is suspended pending investigation and no discipline is levied, the employee shall be reimbursed for all straight time hours the employee lost as a result of the suspension.
- 13.2 An employee at the City's direction, held for investigation or other City business and no responsibility being attached to them in connection with the matter under investigation or City business, shall be paid for any time lost. If no time is lost, the employee will be paid for actual time held at their basic rate.

The employee may be held out of service and without pay in the case of a complaint being received with respect to the Operator's conduct to a passenger or during the course of a criminal investigation. Upon the conclusion of the investigation into the complaint, the period of time off may

form part of the discipline, or the employee will receive payment for any regular wages lost or such other arrangement as may be agreed between the Employee and the Para Transpo Service Delivery Unit Program Manager.

- 13.3 The City shall provide copies to the Union of any discipline issued to employees, including a copy of the note to file, recording a verbal warning.
- 13.4 If a meeting is held during which a disciplinary sanction will be delivered to an employee, the employee may elect to be accompanied by a Union representative, so long as a Union representative is available within a reasonable period of time.
- 13.5 Except in the case of discipline arising from an accident in which the employee was involved, the decision to impose a disciplinary sanction shall be communicated to an employee within thirty (30) days of the date the City became aware of the incident. In the case of discipline arising from an accident in which the employee was involved, the decision to impose a disciplinary sanction shall be communicated to the employee within sixty (60) days of the date the City became aware of the accident. Except for accident cases, the City shall not place in the record of any employee any complaint lodged more than thirty (30) days after the City became aware of the incident. In the case of an accident, the City shall not place in the record of any employee any complaint lodged more than sixty (60) days after the date the City became aware of the accident.
- 13.6 An employee shall be notified of all disciplinary records placed in the employee's personnel file.
- 13.7 Should an employee have his driver's license suspended for any reason, his status with the City will be deemed quit. The City will discuss any incidents of this occurring with the Executive Board Member of the Union and any decision to alter the deemed quit shall be on the basis of the individual merits and will not create any precedence.
- * 13.8 Any discipline resulting from an accident shall remain in an employee's personnel file unless there has been a twenty-four (24) month period where no similar incident has occurred. If no similar incident has occurred, within the twenty-four (24) month period, the record will be removed from the employee's file. In the case of a preventable accident, with damage exceeding three thousand five hundred dollars (\$3,500), the record will remain in the employees' personnel file for a period of twenty-four (24) months where no similar incident has occurred.

- 13.9 The discipline record of an employee, except in exceptional circumstances, shall not be considered beyond the previous two (2) years in the case of driving and other disciplinary suspensions.
- 13.10 Discipline of a minor nature, after a lapse of eighteen (18) months during which the employee's record has been clear of similar minor offences, will not be taken into consideration.
- 13.11 Discipline for sexual harassment and/or sexual misconduct shall remain indefinitely in the employee's file.
- 13.12 A "day" for purposes of this Article includes Saturdays and Sundays but does not include any Paid Holiday as listed in Article 9 of the Collective Agreement.
- 13.13 Customer or public concerns - If the City, having received and investigated a written concern from the customer and the City is satisfied that the continued use of a Operator is not in the best interest of the passengers, the City may place the employee in other work. The City and the Union may, in writing, agree upon any other resolution. An employee with seniority may file a grievance with respect to the factual findings relating to the incident and the employee involvement. The matter, if not resolved through the grievance procedure may proceed to arbitration as set out in Article 14.

ARTICLE 14 **Grievance Procedure**

14.1 Complaint Stage

The City and the Union agree that it is in the best interests of both Parties and the employees that grievances be adjusted promptly. Before a complaint becomes a grievance, the affected employee must discuss the complaint with the authorized supervisor.

14.2 Step One

The employee / Union may file a grievance in writing and submit to Labour Relations within ten (10) days of the employee's knowledge of the circumstances giving rise to the grievance. The Manager, Transit Operations or designate will arrange to meet with the grievor and his/her Union representative within ten (10) days of receipt of the grievance and shall reply within seven (7) days of such meeting. The Manager, Transit Operations or designate will share all relevant information that led to the grievance.

14.3 Step Two

Failing satisfactory resolution during Step One, the employee concerned or the Union may submit the grievance in writing to Labour Relations within twelve (12) days following receipt of the reply at Step One. The General Manager, Transit Services or designate shall arrange to meet with the grievor and their Union representative within twelve (12) days of receipt of the grievance at Step Two and shall reply within seven (7) days of such meeting.

14.4 Referral to Arbitration

Failing satisfactory resolution during Step Two, the Union may submit the grievance to arbitration within forty (40) days following receipt of the reply at Step Two.

14.5 Dismissal

In the case where the grievance deals with a termination, Step One is waived and the grievances proceed directly to Step Two.

14.6 Employer Grievance

Any grievance submitted by the Employer will be filed by submitting it in writing to the office of the Union Executive Board Member within the ten (10) days following knowledge of the facts giving rise to the grievance. The President/Business Agent or his designate will schedule a meeting between the Union and the City within 15 days of the filing of the grievance. The President/Business Agent shall reply to the grievance within fifteen (15) days following the conclusion of the meeting.

In the case of an answer unsatisfactory to the Employer, the Employer may submit the grievance to arbitration within the forty (40) days following the meeting with the Union.

14.7 Extensions and Time Limits

A "day" for purposes of this Article includes Saturdays and Sundays but does not include any Paid Holiday as defined in Article 9 of the Collective Agreement. The time limits provided for in the present Article are mandatory and may only be extended by mutual agreement in writing between the Employer and the Union.

Should the grieving party fail to comply with any time limit in the grievance procedure, the grievance will be considered and shall be abandoned. Should the responding party fail to comply with any time limits in the grievance

procedure, the grievance shall automatically be considered successful on the day following the expiry of the particular time limit.

- 14.8 In any discussion of a grievance, the grievor may request that the Executive Board Member or his designate be present.
- 14.9 The Parties may resolve a grievance under such terms or conditions agreed upon between the Employer and the Union, which may include full or part compensation for any wages lost, or in any other manner considered equitable to the Parties.
- 14.10 An employee other than the grievor who is required by the Employer to attend a grievance hearing etc. shall be paid for any time lost, at the employee's straight time rate of pay.
- 14.11 The grievance procedure shall apply equally to a grievance lodged by a group of employees. Group grievances shall be processed in the same manner as individual grievances.

ARTICLE 15

*** Deduction of Dues**

- 15.1 The City shall deduct on the payroll for each pay period from the wages due and payable to each employee occupying a position within the Para Transpo bargaining unit, an amount equivalent to the uniform monthly dues of the Union. At the time of employment by the City, employees will be advised that they are represented by the Union. They will have payroll deduction for Union dues as provided for in the Constitution and By-Laws of the Union and in accordance with this Collective Agreement. The City will remit the required initiation fees for all new employees to the local union Financial Secretary, along with the regular union dues remittance.
- 15.2 The amount to be deducted shall be equivalent to the regular and uniform dues payment of the Union and shall include any initiation fee deducted. The amount to be deducted will not change during the term of the Collective Agreement, except to conform with the amount of regular dues of the Union in accordance with its Constitution. The provisions of this clause shall be applicable on receipt by the City of notice in writing from the Union of the amount of regular monthly dues.
- 15.3 Membership in the Union shall be available to any employee eligible under the Constitution of the Union. Membership shall not be denied for reason of race, national origin, colour or religion.

- 15.4 Payroll deductions shall commence, where possible, the first pay period after employment commenced in a position within the Bargaining Unit.
- 15.5 Only payroll deductions now or hereafter required by law, deduction of moneys due or owing the City, pension deductions and deduction for provident funds shall be made from wages prior to the deduction of dues.
- 15.6 The amount of dues deducted from wages shall be accompanied by a statement of deductions from individuals and shall be remitted by the City to the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.
- 15.7 The City shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. In any instance that an error occurs in the amount of any deduction of dues, the City shall adjust it directly with the employee. In the event of any mistake by the City in the amount of its remittance to the Union, the City shall adjust the amount of its subsequent remittances. The City's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 15.8 The City will provide the Union with the following monthly reports:
 1. A report showing membership addresses
 2. A report listing members who had their status changed during the previous month (i.e. retirements, resignations, terminations and new hires)

ARTICLE 16
Bereavement Leave

- 16.1 When a member of the employee's immediate family dies, the employee is entitled to the following bereavement leave:

Up to three (3) days immediately following the day of death for sisters/brothers, fathers/mother-in-law, sister/brother-in-law, grandfather/grandmother of the employee including any relative permanently residing in the employee's household or with whom the employee resided.

Up to four (4) days immediately following the day of death for a spouse, child, mother/father of the employee.

If any of the bereavement days coincides with a normal working day he/she is entitled to a normal day's pay for such days. The intent of the clause is to

provide employees maximum consecutive days off, as listed above, without loss of pay.

In the instance of a death occurring in the employee's immediate family (as set out above) during an employee's vacation, and the employee provided the City with proof of death, the employee shall be paid the appropriate bereavement pay at his/her regular rate of pay on the basis of what the employee would have been granted had the employee been scheduled to work.

ARTICLE 17

Payment for Incident/Accident Reports

- * 17.1 An employee required by the City to remain beyond the end of his/her regular shift in order to complete documentation relating to any incident or accident involving a Para Transit vehicle or passenger will receive payment of one (1) hour at the employee's regular hourly rate of pay.

ARTICLE 18

Rehabilitation

- 18.1 When mutually agreed between the Manager, Transit Operations and the President/Business Agent or Executive Board Member of the Union, an employee who has become unable to perform the usual duties of his/her occupation may be placed in a vacant position covered by this Collective Agreement which the employee is qualified to fill, notwithstanding that it may be necessary to temporarily alter seniority to provide suitable accommodation.
- 18.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.
- 18.3 An employee placed in a position under the provisions of clause 18.1, shall not be displaced by an able-bodied employee, so long as the incapacitated employee remains in the position. Should the employee subsequently recuperate, the employee shall be returned to such normal duties performed prior to becoming incapacitated, as may be available.
- 18.4 The City shall discuss any such transfer with the Executive Board Member, prior to an appointment or transfer being made.

ARTICLE 19

* General

19.1 **Official/Original Documents**

The City shall return to new employees, within thirty (30) days from the date of their employment, official/original documents provided during the hiring process. An employee dismissed, or leaving the service of the City with due notice, shall receive monies owed as per the normal pay cycle.

19.2 Not more often than once per year, employees wishing to view their file shall provide in writing, twenty-four (24) hours advance notice to the City.

* 19.3 **Uniforms**

A points-based uniform system will apply to Operators. Each Operator will have a points bank and will be given sixty-three (63) points per year with a value of five (5) dollars per point, subject to the exceptions set out below. An Operator retiring prior to July 1 will be given a maximum of 32 points in their final year of employment. An Operator retiring on July 1 or later will be given a maximum of 63 points. Unused points will be carried over but an Operator's total points bank at any time will not exceed 126 points. Uniform points are for uniform purchases only and cannot be cashed.

Available Uniform Items:

- Golf shirt, including 'red' for Fridays
- Dress shirt; long or short sleeve
- Pants, Skirts, Shorts
- 3-in-1 Winter Jacket
- Spring/Summer Windbreaker Jacket
- Baseball Cap, Winter Toque or Turban
- Raincoat
- Formal Blazer
- Socks
- Leather Gloves
- Fleece Coat
- Ties/Scarves
- V-Neck Sweater
- V-Neck Vest
- Flashlight

Operators in their first year of employment will be issued a standard uniform set and will receive points, as set out herein, in subsequent years.

Standard Uniform Set includes:

<u>Item</u>	<u>No. Of Units per Set</u>
Blazer	1
Pants or Skirts	Total of 3 in any combination
Shirts (long or short sleeve)	Total of 6 in any combination
Tie or Scarf	3
Shorts	2
V-Neck Sweater	1
V-Neck Vest	1
3-in-1 Winter Jacket	1
Winter Hat or Turban	1
Spring/Summer Windbreaker Jacket	1
Raincoat	1

Safety Footwear

Operators will receive an allowance of \$130 per year for the purchase of CSA certified green patch safety footwear. Safety footwear must be worn at all times while on duty, and must be black or brown and otherwise acceptable to the City in presenting a professional appearance to the public. The City may take reasonable measures to ensure compliance.

Standing Committee on Uniforms

One ATU 279 Para Transpo representative and one Para Transpo management representative will be allowed to participate in the Standing Committee on Uniforms, pursuant to the ATU 279 main collective agreement, for the purpose of representing Para Transpo interests.

- 19.4 Employees will make themselves available for measuring at a time or times specified by the City, at no cost to the City. Alterations occurring after the initial fitting of the uniform shall be the responsibility of the employee.

19.5 Joint Labour Management Consultation Committee

The City and the Union agree to cooperate in the establishment of a Joint Labour Management Consultation Committee (maximum of six (6)), composed of equal number of representatives of the City and employees. This Committee will be governed by the rules and regulations as agreed in writing by the Parties.

The objective of the Committee shall be:

To provide and facilitate cooperation and participation in bringing forward ways and means of improving productive efficiency, promoting fuller understanding and confidence between Management and Labour and maintaining harmonious mutual relations between them.

Labour/Management meetings shall not interfere with the Executive Board Member and Authorized Local Representative's workload. It must be mutually agreed as to the time and the date of Labour/Management meetings. Minutes shall be kept and posted of these meetings.

In order to be binding, agreements reached affecting the administration and interpretation of the Collective Agreement or working practices of the Parties to this Collective Agreement shall be signed by the President/Business Agent of the Union and designated Employer representative.

ARTICLE 20

Safety

- 20.1 The City and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interest of all Parties to at all times comply with the statutes and regulations which pertain to the operation of commercial vehicles.
- 20.2 In the event that an employee detects any unsafe condition, as defined by the Ministry of Transport, in the vehicle, that the employee is to operate, the employee shall be entitled to refuse to operate the vehicle unless it is properly repaired.
- 20.3 It is understood that there is a specific obligation on the part of employees to immediately report, in no case longer than twelve (12) hours, unless the employee is physically incapable due to injury to do so, to the City any accident involving a City vehicle. Failure to do so could result in dismissal of the employee, if the employee fails to report the accident within twenty-four (24) hours of its occurrence.
- 20.4 Employees shall be required to attend compulsory work related seminars. Employees attending a compulsory work seminar shall be paid at their regular non-overtime rate of pay upon completion of each compulsory seminar.

ARTICLE 21
Duration of the Collective Agreement

- 21.1 The Collective Agreement shall remain in effect from January 1, 2013 to December 31, 2014 or until modified by mutual agreement between the parties or as decided by interest arbitration pursuant to Article 21.3. Either Party may give written notice of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to December 31, 20 of its intention to modify the Collective Agreement. Where no such notice is given, the Collective Agreement shall renew itself from year to year. In any such subsequent year, notice of the intent to modify the Collective Agreement may be given not more than one hundred and twenty (120) days and not less than thirty (30) days prior to its anniversary.

Within thirty (30) days of notice being given (or such longer time as may be agreed), the Parties shall meet, bargain in good faith and make every reasonable effort to reach agreement respecting proposed modifications.

The timelines regarding notice to bargain and the start of the collective bargaining process contained in this Clause may be amended by mutual agreement of the Parties.

- 21.2 If following notification of the intention to modify the Collective Agreement, the Parties have failed to reach a satisfactory agreement, the terms of the new agreement will be settled via interest arbitration. Either Party may require that the matters still in disagreement be submitted to interest arbitration and shall give notice in writing to the other party detailing the points remaining in dispute.

The Board of Arbitration shall consist of three (3) members to be appointed within thirty (30) days of the request for arbitration and shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union, who, within seven (7) days of their appointment shall select the third member who shall act as the Chairperson of the Board. On consent, the Parties may elect to have the matter heard by a single arbitrator.

- 21.3 The Parties to this Collective Agreement agree that should any provision(s) of this Collective Agreement be determined to be in conflict or inconsistent with any Federal Labour Code, that the Parties will in writing amend such provisions to the extent that compliance is obtained. All other provisions would remain in full force as set out, for the duration of this Collective Agreement.

ARTICLE 22
Probationary Employees

- 22.1 A newly hired employee shall be on probation for six months. The City may terminate the employment of a probationary employee, at its discretion, provided that in so doing the City does not act in bad faith or in a manner that is arbitrary or discriminatory. It is acknowledged that in a case of termination of a probationary employee, the sole question that may form the subject of a grievance is whether the decision to release the employee was made in a manner that was arbitrary, discriminatory or in bad faith, and the burden of proof with respect to such a claim rests with the Union. Upon prior notice from the City to a probationary employee, that employee's probationary period may be extended by up to an additional one hundred and twenty (120) days of work.
- 22.2 The City will as part of the newly hired employee's orientation, introduce the employee to the Union Representative and schedule the employee during working hours, up to one (1) hour with pay, with the Union for necessary union business and orientation with the Union. The Union shall cooperate with the City in scheduling employees at a time or times convenient to the City and the Union to minimize, to the extent possible, time away from work for both the employees and the Union Representative involved.
- 22.3 All employees regardless of their rate of pay or previous service will be required to complete the full probationary period before they acquire any seniority rights as set out herein.

ARTICLE 23
Court/Jury Duty

- 23.1 Employees who lose time by reason of being required to attend court cases or coroners' inquests in which the City is involved will be paid their regular earnings for the time lost away from work. Should the time exceed the hours that the employee would normally work in the day, the employee shall receive the time spent in excess of the regular daily hours of the employee at the employee's regular hourly rate of pay. When employees on their weekly days off are called to help or to serve, they will be paid for the actual time spent at the hearing at the employees' regular hourly rate of pay.
- 23.2 Jury Duty or Crown Witness

The City shall grant a leave of absence without loss of seniority, pay or benefits for an employee who must serve as a juror or is subpoenaed as a crown witness in any court. The City shall pay the employee the difference

between his/her regular non-overtime daily earnings less the payment received by the employee for serving as a juror or a crown witness, this will exclude payment received for traveling expenses, parking and meals. The employee will advise the City as much in advance as possible and shall provide proof of service and the amount of payment received. In the case of cancellation, postponement or early adjournment with respect to the above, the employee is to contact the City with respect to reporting to a work assignment on that day.

* ARTICLE 24
Employee Facilities

- 24.1 Adequate Operator room and washroom facilities shall be provided and maintained in a clean and sanitary condition by the City, and shall be available to employees during normal working hours. Employees are expected to assist in maintaining the cleanliness of the Operators' room.

ARTICLE 25
Bulletin Boards

- 25.1 Bulletin Boards and Postings

Notices of interest to employees may be posted on the premises by the Union, on a notice board provided by the City. A copy of all notices shall be given to the Manager, Transit Operations prior to posting.

* ARTICLE 26
Bus Service for Employees and Retirees

- 26.1 The City will provide access to regular bus service on OC Transpo's conventional transit service at no cost to the following:
- Full-time employees
 - Retirees and the retiree's spouse

Signed in the City of Ottawa, Ontario, this _____ day of _____, 2014.

CITY OF OTTAWA

Mayor

City Clerk

ATU LOCAL 279 – PARA TRANSPORTE

SCHEDULE "A"
*** PARA TRANSPO WAGE SCHEDULE**

The wage schedule and rates of pay shall be as set out below.

The increments to the wage rates payable shall apply in the case that the employee has worked continuously during each of the increment periods. Worked continuously shall mean there has been no break in service longer than fourteen (14) working days per each increment period. In the case of a break occurring for a period longer than fourteen (14) days, the next increment will be delayed until the number of days missed in the period, have been worked. The increment will commence effective with the next following working day. The seniority list provided to the City of Ottawa by the ATU will be used to determine length of service for pay and bidding rights.

CLASSIFICATION	SERVICE	January 1, 2013	January 1, 2014
OPERATORS			
Full Time Employees	0 – 12 Months	\$19.19	\$19.56
	13 - 18 Months	\$20.46	\$20.85
	19 - 24 Months	\$23.01	\$23.45
	More than 24 Months	\$25.58	\$26.07
Part Time Employees	0 - 24 Months	\$19.19	\$19.56
	More than 24 Months	\$23.01	\$23.45
Shift Controller	Step 1	\$27.633	\$28.161
	Step 2	\$28.737	\$29.286
	Step 3	\$29.890	\$30.461
	Step 4	\$31.098	\$31.692
	Step 5	\$32.335	\$32.953

Rate of Pay During Initial Training

New hires will be paid at minimum wage rates (as established by the Province of Ontario and amended from time to time) for all hours spent in training during their initial training period. After satisfactory completion of the training program, the new hire will be paid according to the wage scale as outlined in Schedule "A" (Wage Schedule).

- A - All new employees will progress in the wage schedule on the basis as set out above and accrue seniority in the manner set out.

- B - An Operator who trains a newly hired employee will be paid an additional two (2) hours at the Operator's regular rate of pay.
- C – **Movement of employees from part-time status to full-time status and full-time status to part-time status**

This does not apply to employees who during the summer booking period, book for full-time status as a result of full-time employees vacating their booking to take the summer off.

When an employee books for either full-time work and/or part-time work for a second consecutive booking, he/she will be considered either a full-time or part-time employee. The appropriate wage scale and rate of pay, upwards or downwards will apply on the first day of the second booking. Benefits entitlement or non-entitlement will also take effect on the first day of the second booking provided that two (2) weeks notice has been given to the City of the change in entitlement.

A full-time employee cannot take a leave from part-time to full-time for one (1) booking and back to part-time to circumvent this clause.

LETTER OF UNDERSTANDING #1
Inclement Weather

Defined:

Any weather condition that causes the service provided by the City to slow down and therefore results in necessary extension of hours required to complete the day's service requirements.

This could be as a result of a severe rainstorm and the Parties recognize that inclement weather can occur early in the day but the effects of the inclement weather may not become apparent on the service until later in the day.

Renewed April 3, 2013

For The City

Original signed by:

Lyne Huneault
Chief Negotiator

For The Union

Original signed by:

Craig Watson
President

LETTER OF UNDERSTANDING #2
* Accident Review Committee

The Parties hereto agree to the formation of a Joint Committee whose purpose and function is to meet periodically to review vehicle accident occurrences.

The City shall appoint two (2) members and the Union may appoint three (3) members from the driving workforce to be on this committee.

The Committee's role shall be:

1. To determine their rules of procedure in conducting the Committee's function.
2. To review training needs of the current and new Operators for the Para Transpo Service Delivery Unit with the primary focus of providing cost-effective training and instruction to the driving workforce so as to reduce or eliminate the occurrence of vehicular accidents or injury to passengers by Operators in the performance of their jobs. This review of training needs will include both individualized and group training or instruction designed to correct inappropriate on the road driving behaviour, or work processes that could be amended so as to eliminate accident occurrences.

The Committee shall make its recommendation to the Manager, Transit Operations which shall include details concerning the goal of the training or instruction, the availability of training or instruction, and projected costs of the program which would include materials, facilities, instructor and Operator wage cost.

3. The Committee in the achievement of the above shall, in particular, review appeals of accident or incident occurrences.

The review may include an assessment and determination of the factors contributing to the cause of the accident/incident and the Operator's role in the accident with respect to preventability.

4. Members of the Committee will serve a two year term, unless the Union and the City mutually agree to extend a member's term.

5. All Committee members will be required to sign a confidentiality agreement prior to becoming a Committee member. The contents of the confidentiality agreement will be mutually agreed upon by the parties.

Signed in the City of Ottawa, Ontario, this 3rd day of April, 2013.

For The City

For The Union

Original signed by:

Original signed by:

Lyne Huneault
Chief Negotiator

Craig Watson
President

LETTER OF UNDERSTANDING #3
*** Additional Full-Time Employees**

When additional full-time employees are required, the following will apply:

1. Full-time positions will be first offered to part-time employees according to the seniority standing of part-time employees.
2. A part-time employee who advances to full-time status with less than twenty-four (24) months service, shall receive the rate at the 0 to 12 month rate for full-time employees, and would remain at that level until the completion of twelve (12) months. Thereafter, the progression laid out in the Collective Agreement would apply.
3. A part-time employee with more than twenty-four (24) months continuous service, who advances to full-time status, will advance in the pay scale according to the following:

Full-Time Service	January 1, 2013	January 1, 2014
0-6 months	\$23.01	\$23.45
More than 7 months	\$25.58	\$26.07

The above does not apply to employees who during the summer booking period, book for full-time status as a result of full-time employees vacating their booking to take the summer off.

Signed in the City of Ottawa, Ontario, this 20th day of June, 2014.

For The City

For The Union

Original signed by:

Original signed by:

Sheldon Marcellus
Senior Labour Relations Consultant

Craig Watson
President

LETTER OF UNDERSTANDING #4
*** Joint Service Committee**

The Parties hereto recognize the need to ensure effective and timely communications on service and scheduling issues affecting the employees and the customer.

The Parties agree to form a committee comprised of not more than five (5) of which three (3) will be appointed by the Union, as representatives of the driving workforce.

The Driving Representatives shall be knowledgeable of the system and be able to examine issues, technology, change and service requirements openly and without bias. The Union and the City shall jointly establish qualifications for the Committee.

Initially, the meetings of the Joint Service Committee shall be monthly and generally not exceed four (4) hours in duration. Time spent by the representatives in the meeting shall be with pay, at the straight-time rate. The City and the Union, after six (6) months shall reasonably determine the frequency and duration of any further meetings.

The Committee's function will be to bring forward issues and recommended solutions to scheduling, including pre-scheduling, and any issues relating to the implementation of any new scheduling computer system. The Committee will provide ongoing monitoring of efficiency, service and other related issues.

Members of the Committee will serve a two year term, unless the Union and the City mutually agree to extend a member's term.

All Committee members will be required to sign a confidentiality agreement prior to becoming a Committee member. The contents of the confidentiality agreement will be mutually agreed upon by the parties.

Signed in the City of Ottawa, Ontario, this 3rd day of April, 2013.

For The City

Original signed by:

Lyne Huneault
Chief Negotiator

For The Union

Original signed by:

Craig Watson
President

LETTER OF UNDERSTANDING # 5
License upgrading

All Operators, except those who are medically incapable, must maintain a minimum Class F license or whatever equivalent classification may be implemented for the equipment the City operates. If the City changes equipment and as a result a different license classification is required, the City will pay all costs associated with the change.

Signed in the City of Ottawa, Ontario, this 4th day of February, 2010.

For The City

Original signed by:

Alain Mercier
General Manager, Transit Services

Original signed by:

Lyne Huneault
Senior Labour Relations Consultant

For The Union

Original signed by:

André Cornellier
President/Business Agent

Original signed by:

Peter Foley
Executive Board Member, Para Division

LETTER OF UNDERSTANDING #6
Benefits for employees working past age sixty-five (65)

The parties agree to the following:

1. Benefits

Employees working beyond age sixty-five (65) will be entitled to the following benefit coverage:

- Extended health care without “Out of Country coverage” and “Drug coverage”
 - Drug coverage for dependents and spouse under the age of 65 in accordance with the benefit plan
 - Dental insurance
 - Maximum of \$25,000 life insurance
 - No optional life insurance
 - A maximum of seventeen (17) weeks of wage continuance annually. This entitlement will be subject to the provisions of the collective agreement
- (a) Coverage details for benefits provided in paragraph (1) above will be as defined in the Benefits Master Plan Document.
- (b) Cost sharing for the benefits plan will be in accordance with the formula contained in the collective agreement.
- (c) Employees will no longer be covered for Accidental Death and Dismemberment (AD&D), Long Term Disability (LTD) or survivor benefits
- (d) The modified benefit coverage will take effect the first of the month following the month the employee turns 65.
- (e) All benefits will stop at age sixty-nine (69).

2. Withdrawal of Grievances and Human Rights Complaint(s)

The Union agrees to withdraw grievances number H13-01-Gar-07-302 and H13-02279-06-240 and any other grievances pertaining to the issue of mandatory retirement. The Union also agrees to withdraw all Human Rights complaints pertaining to this issue.

3. Effective Date

This Agreement takes effect immediately.

Signed in Ottawa on the 18th day of October, 2007

For the Union

Original signed by:
André Cornellier

For the Employer

Original signed by:
Lyne Huneault