

COLLECTIVE AGREEMENT

BETWEEN

CITY OF



AND

Amalgamated Transit Union, Local 1760



*Awarded December 10, 2015
For the period of January 1, 2015 to December 31, 2017*

(Une version française est disponible à l'unité des relations de travail)

13448 (05)

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BETWEEN

CITY OF OTTAWA
Hereinafter called “the City”.

OF THE FIRST PART

AND

AMALGAMATED TRANSIT UNION
Local 1760, hereinafter called “the Union”.

OF THE SECOND PART

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

In case of discrepancy between the English and French version of the collective agreement, the English version shall prevail.

An asterisk (*) before a clause number denotes a change in language from the previous collective agreement.

ARTICLE 1

GENERAL FUNCTIONS

- 1.1 The Union acknowledges that it is the exclusive function of the Employer to:**
- a) maintain order, discipline and efficiency;**
 - b) hire, discharge, transfer, promote, demote and discipline employees provided that a claim that an employee has been dealt with without reasonable cause may be the subject of a grievance as hereinafter provided;**

- c) generally manage and ensure the continuous operation of the public transit enterprise in which the Employer is engaged and without restricting the generality of the foregoing;
- d) classify jobs, develop and implement policies and procedures and manage the affairs of the Employer so as to assure the most efficient and economic provisions of service to the taxpayers and citizens of the City of Ottawa, providing such are not deemed in conflict with the collective agreement.

1.2 Manner of Exercising Functions

The Employer agrees that these functions shall be exercised as far as possible in such a manner as to maintain good working conditions and harmonious relations with the Union.

1.3 Union Membership

Membership in the Union shall be required of all employees covered under this Agreement. Membership shall not be unreasonably withheld nor shall it be denied for reasons prohibited by law.

New employees engaged to fill positions within the scope of the Agreement will be informed by the Employer that the Union is the exclusive bargaining agent representing all employees. The Employer further agrees to provide the Union with an opportunity to meet with the new employees for an orientation of up to one (1) hour to sign and receive needed information from the new members and provide them with information concerning the Union and a copy of their collective agreement.

- 1.4 All employees within the scope of this Agreement must become and remain members of the Union upon hire or transfer into the bargaining unit as a condition of their continued employment with the City.

1.5 Monthly Reports

The City will provide the Union with the following reports every month by the last day of the month:

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

These reports will contain up to date information as of the last day of the previous month.

ARTICLE 2

BARGAINING UNIT

2.1 The Employer desires to retain as many of its employees as possible in employment. To this end, the Employer expresses the intention that whenever possible and consistent with efficient operations, in the sole judgement of the Employer, positions deemed vacant, by the Employer shall be filled with qualified persons consistent with the language of this agreement.

2.2 No employee shall be discriminated against and jeopardized in seniority standing or opportunity from promotion or suffer any loss of employment because of membership or activity in the Union.

- a) The Union shall furnish the Employer with a list of its officers and shall notify the Employer promptly of any changes.
- b) The Union may post notices of meetings, bulletins or other matters of interest to their members at such places as are agreed by the Employer, provided that any document which is not merely an announcement of a meeting must be approved by the Employer before posting.

2.3 Union Management Co-operation

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

2.4 Scope of Bargaining Unit

* a) Positions in Scope

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer employed in Transit Operations, as defined in the Canada Industrial Relations Board order number 8637-U, dated April 30, 2004. The following positions/persons are excluded from the bargaining unit.

- Supervisors;
- Positions above the rank of supervisor;

- City of Ottawa employees covered by other bargaining units;
- All persons employed in the Offices of the Mayor, Councillors and City Manager;
- All persons employed in the Human Resources Department;
- One Executive Assistant – General Manager; and the Administrative Assistants to the Departmental Management Team excluded by CIRB File No. 28809-C;
- All persons who provide administrative and coordination support to Council, Boards and/or their Committees;
- All budget analysts and budget officers of the Financial Services Units involved in budgetary related matters associated with labour relations issues, excluded by the Canada Industrial Relations Board;
- All Volunteers;
- Any other persons or positions excluded by the Canada Industrial Relations Board and/or CIRB File No. 28809-C.

2.5 Union Representation

The Employer agrees that an employee whose work is of such standard as to warrant discipline shall be informed of the concern in a timely manner, consistent with established labour relations practices, by the Supervisor. The employee may, if he / she so desires, be accompanied by a Union Representative when appearing before a Supervisor.

Leave to attend at discipline or grievance hearing(s) by the Union representative shall be with pay when the meeting takes place during the normal working hours of the Union Representative and will not be included in the totals specified in clauses 11.3 a) through 11.3 d) inclusive. Preparation time and days relating to the arbitration hearings are without pay.

ARTICLE 3

RENEWAL AND TERMINATION OF AGREEMENT

- * 3.1 This Agreement, except as otherwise provided, shall be in effect from the 1st day of January 2015 to the 31st day of December, 2017 and shall continue thereafter from year to year. If either of the parties hereto desires to revise or amend this Agreement in respect of a year commencing not earlier than the January 1, 2018, notice in writing shall be given to the other party not later than the 1st day of October 2017.

ARTICLE 4

STRIKES AND LOCKOUTS

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

ARTICLE 5

CONCILIATION / ARBITRATION NOTICE

- 5.1
- a) If, following notification of the desire to seek amendments of a new agreement, the parties have failed to reach a satisfactory agreement, either party may demand that matters still in disagreement be submitted to arbitration and shall give notice in writing to the other party detailing the points still at issue.
 - b) Having served and / or received notice to arbitrate either party may prior to the commencement of the Arbitration hearing propose the appointment of a Conciliator.
 - c) Should the Parties agree to the involvement of a Conciliator, such appointment shall be made within fifteen (15) days of the Minister having received the joint request. The Minister shall be asked to appoint in accordance with Section 72 [164] (2) sub (a) or (b) of the Canada Labour Code (the Code). Should the Minister agree to exercise options under Section 72 [164] (2) the Parties will proceed as directed by the Minister.

- d) It is also agreed that the role of the Conciliator is to endeavor to assist the parties in achieving a collective agreement. Upon expiry of the Section 74 [165] 2 timeframe, unless extended in accordance with Section 75 [165] (1) of the Code, the Parties shall request a “No Board” report. Should the process result in some agreements, the parties agree to their inclusion in an Arbitration Board ordered award.
- e) In the event the conciliation process concludes without achieving a collective agreement the parties agree to move expeditiously to establish the Board of Arbitration.

5.2 Composition of Interest Arbitration Board

- a) The Interest Board of Arbitration shall consist of three members, one member representing the interests of the Employer, one member representing the interests of the Union and a third member who shall be the Chair.

- b) **Selection of the Board**

The party initiating the Interest Arbitration process concerning outstanding issues shall provide the other party with the name of its appointee to the Board of Arbitration in writing. The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall, within fourteen (14) calendar days of their appointment, appoint a third person who shall be the Chair.

- c) **Ministerial Appointment of Chair**

If the recipient of the notice fails to appoint a member, or if the two appointees fail to agree upon a Chair within the time limits prescribed in Clause 5.2 (b) above, either of the members may, on not less than two (2) calendar days notice, in writing to the other member apply to the Minister of Labour to make the appointment.

- d) **Final and Binding Arbitration**

The decision of the Board of Arbitration shall be final and binding upon the parties. The Board’s jurisdiction shall be limited to consideration of those matters identified by the parties in the bargaining process and which are identified as still in disagreement at completion of conciliation.

e) Cost of the Board

The Employer and the Union shall each bear the expenses of its own appointee, and shall bear equally the expense of the Chair and all other expenses of the Interest Arbitration Board.

ARTICLE 6

CONTRACTING OUT

- 6.1 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.
- 6.2 The Union agrees that the work which has been contracted out by the City of Ottawa, and any work which the Union and the Employer may mutually agree in writing is not feasible for the Employer to consider carrying out using its own resources, may be contracted out at the Employer's sole discretion.
- 6.3 In all other cases, where the Employer intends to contract out work that would otherwise be bargaining unit work to a firm or private contractor instead of carrying out the work itself using its own employees, the Employer will provide the Union with two (2) months notice and all relevant and available information, specifications, costings and rationale concerning the proposed contracting out so as to allow the Union the opportunity to submit a detailed written proposal to the Director responsible for the work or services. Upon receipt, the Director will give due consideration to the Union's proposal and afford the Union an opportunity to discuss, explain or amend its proposal in response to questions or concerns of the Employer. Where the Union elects not to submit a proposal, the Employer may contract out such work at its sole discretion.

ARTICLE 7

LAY-OFF

- 7.1 For the purposes of this Article, a lay-off is a temporary cessation of work instituted by the Employer because of lack of work.

7.2 Lay-off Recall

The provisions of this Article do not apply to temporary “full-time”, “temporary part-time” or “casual” employees.

a) Lay-off Recall (Vacation Leave and Overtime Use)

Any employee being laid off who has standing to his/her credit an entitlement to vacation leave or time off in lieu of overtime may elect to take either during the period of lay-off, but their recall to work shall be governed by the provisions set forth in Article 8 of this agreement.

b) Lay-off Notice (2 week Notice)

The Employer will notify employees and the Union, two (2) weeks, or when possible thirty (30) days prior to a lay-off. Such notification shall be sent to the Union and shall contain the employee’s name, seniority date, service date, classification and Branch.

7.3 Lay off Procedures

Employees who receive notice of lay-off, shall be laid off in the reverse order of their seniority, within their Division and classification, provided the remaining employees have the requisite qualifications and the demonstrated ability to do the job.

7.4 Laid off Employees – Seniority Rated

Employees on lay-off shall be given consideration for vacant bargaining unit positions prior to the hiring of new employees, provided they possess the requisite qualifications and the demonstrated ability to perform the duties of the vacant positions. Positions, which shall be considered within this Clause, are those of an equal or lesser classification than the laid-off employees substantive position at the time of the lay-off.

7.5 Non-Entitlement to Recall (Probationary Period)

Probationary employees do not possess recall rights under this agreement.

7.6 Lay-off / Recall (Job / Position / Classification interchangeable)

The term “position” / “job” / “classification” for the purpose of this Article shall be interchangeable.

7.7 Lay-off / Recall (Position equal to, or lower)

A “position” is considered to be equal to or less than another “position” if the maximum hourly rate of pay is equal to, or less than that of the position being considered.

7.8 Lay-off (Priority Placement)

In the event of a layoff, senior employees shall where possible be “Priority Placed” into a vacant position provided employees have the knowledge, ability, and qualifications to do the job, and provided such positions are at the same hourly rate of pay, or lower. In the event no such vacant positions are available at the same rate of pay, the employee shall be placed in a vacant position at an equal or lower classification.

7.9 Bumping

In the event an employee is not placed in accordance with clause 7.8 above, said employee shall be given the opportunity to bump the most junior employee in a position at the same or a lower classification, provided the bumping employee has the knowledge, demonstrated ability and qualifications to do the job. The exercising of this right by the bumping employee shall be first within the employee’s section, failing such, next within the employee’s division, next within the employee’s branch.

7.10 Displacement from a Bump

Employees who have been displaced as a result of a bump, may exercise their right to bump another junior employee in the same manner as set out in clause 7.9 above, and provided they possess the required knowledge, demonstrated ability and qualifications to do the job.

ARTICLE 8

RECALL

The provisions of this Article do not apply to temporary full-time, temporary part-time and casual employees.

8.1 Senior employees on layoff shall be recalled in the order of their seniority to the position they held prior to being laid off, or to a position equal to or lower than that which they encumbered at the time of layoff. The right of

recall to a specific position shall be subject to the employee possessing the knowledge, demonstrated ability and qualifications to do the job.

8.2 Recall - Familiarization

It is also understood that employees recalled to a position shall be entitled to a period of familiarization of up to five (5) working days.

8.3 Recall to former position

If a senior employee's former position / job becomes available within twelve (12) months of the employee having:

- a) bumped into a vacancy or another position; or,
- b) been recalled and accepted another position,

such employee will be given first priority for reinstatement to their former substantive position / job unless the employee notifies the Employer in writing, that they are no longer interested in being recalled to their former substantive position / job.

8.4 Recall Notice (Verifiable Letter)

- a) The Employer shall notify all employees of recall by verifiable letter whether the employee exercised their seniority rights or not. The Union shall also be provided with copies of all layoff and recall notices when they are sent.
- b) It is the responsibility of every employee to notify the Employer promptly of any changes 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 the notice of recall reaching the employee.

8.5 Lay off Recall (Fail to Report)

An employee who fails to report to work after having been notified of a recall to work, pursuant to the procedure set out in clause 8.1 and or clause 8.3, shall be deemed terminated unless the employee provides the Employer with a reason acceptable to the Employer, within five (5) calendar days of receipt of the verifiable letter.

ARTICLE 9

PROBATION PERIOD

- 9.1 New City of Ottawa employees, hired as a full-time permanent employees shall serve a probationary period of twelve (12) worked months.
- 9.2 The Employer may, with written approval of the Union, extend the probationary period as specified above for up to an additional three (3) worked months for full-time employees or four hundred and fifty-five (455) hours for part-time employees.
- 9.3 It is understood that an employee shall serve only one (1) probationary period during their permanent employment with the Employer.
- 9.4 Temporary Employees Becoming Permanent
- a) A temporary full-time employee entering a full-time permanent position will not be required to serve a probationary period provided the employee held and worked in the identical full-time temporary position for at least twelve (12) months immediately prior to entering the full-time permanent position.
 - b) Where a temporary employee has not worked for a twelve (12) month period in the identical position as described in (a) above, any time worked in the identical job on a full-time basis immediately prior to the appointment to the permanent position will be deducted from the probationary period.
 - c) A temporary part-time employee entering a permanent position will not be required to serve a probationary period provided the employee held and worked in the identical temporary position for a period of at least eighteen hundred and twenty (1820) hours immediately prior to entering the permanent position.

“Identical” as used in this article refers to identical current position description.

ARTICLE 10

SENIORITY

10.1 Seniority shall be defined as the length of continuous service in the bargaining unit, and is subject to the terms and conditions of this collective agreement affecting the determination of seniority.

10.2 Seniority - Accrual

An employee shall accrue seniority within the Bargaining Unit, under the following circumstances:

- a) When the employee is actively at work and in receipt of a bi-weekly salary;
- b) When the employee is off the payroll due to an authorized lay-off of twelve (12) months or less, and continues to remit equivalent dues to the Union over the same period;
- c) When the employee is off the payroll due to an occupational illness or injury and is in receipt of benefits from the Employer approved under the Workplace Safety and Insurance Act;
- d) When the employee is off the payroll due to non-occupational illness or injury and is receipt of IPP;
- e) When the employee is off the payroll on a leave of absence, in accordance with clause 11.3 (b); and or clause 11.3 (c);
- f) When the employee is off the payroll and in receipt of Long-term Disability benefits and continues to remit equivalent dues to the Union;
- g) When the employee is off the payroll due to an authorized leave of absence without pay provided the employee continues to remit equivalent dues to the Union;
- h) When the employee has not accepted a permanent placement within the scope of another bargaining unit of the Employer; or
- i) When the employee has not accepted permanent employment with another Employer.

10.3 Seniority - Lost

An Employee shall lose his/her seniority and deemed to be terminated when he/she:

- a) voluntarily resigns and five (5) working days have elapsed from the date of the resignation; or
- b) is discharged and not reinstated;
- c) is off the payroll for a continuous period of more than twelve (12) months as a result of a lay-off; or,
- d) is recalled to work from lay-off and fails to report on the designated date; or

- e) is absent from work without authorization for a period in excess of five (5) working days, without having provided a reason acceptable to the Employer. Should the employee wish to offer a reason / explanation, such must be provided in writing to the Employer, copy to the Union, within ten (10) calendar days of the unauthorized leave having commenced.

10.4 Seniority – Transfers of Scope

In the event an employee covered by this Agreement temporarily transfers outside of the scope of this Agreement and subsequently returns to a position within the scope within one (1) year of the transfer, they shall be deemed to have accrued seniority for the period outside of the scope of the Bargaining Unit. The employee's seniority shall be adjusted, as necessary, upon confirmation from the Union that they had received the full Dues equivalent from the employee during the period outside of the Bargaining Unit.

ARTICLE 11

LEAVES

11.1 Leave of Absence Without Pay

The Employer may grant an employee, upon written application, a leave of absence without pay for a period of up to one (1) year. Such leave of absence if granted, shall be confirmed in writing. Failure of the employee to return to work after such leave of absence has expired shall be sufficient cause for termination of employment. Any period of absence beyond one year must also be agreed to in writing by the Union, such agreement shall not be unreasonably withheld.

11.2 Maternity & Parental Leaves

- a) An employee, upon written application, shall be granted Maternity Leave and/or Parental Leave under the provisions of the Canada Labour Code.
- b) 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 Unemployment Benefit Fund to bring her combined E.I. and S.U.B. payments to ninety-three percent (93%) of her normal pay.

- c) Subject to the applicable Parental Leave provisions of the Canada Labour Code (Part III) an employee who has completed six (6) consecutive months of continuous employment with the Employer shall be granted Leave without pay, upon written request to their Manager, of up to thirty-seven (37) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.
- * d) An employee on parental leave with a minimum of six (6) months of seniority shall be entitled to receive a topping up of their Employment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of twelve (12) weeks of such leave.
- e) While on Maternity Leave and/or Parental Leave as provided under this Article, an employee would continue to accrue seniority, earn vacation leave credits and be entitled to continued coverage under all insured benefit plans. While on Maternity / Parental Leave employees do not contribute to the O.M.E.R.S. plan. Following their return to work from Maternity / Parental Leave the employee may opt to purchase the aforementioned period and the Employer will pay its portion for the period specified. The window of availability for the employee to purchase this defined period shall be governed by O.M.E.R.S.
- f) The aggregate amount of Parental leave that may be taken by two (2) employees in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks, and the aggregate amount of Maternity / Parental Leave taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks.

11.3 Leaves for Union Business

a) Conventions

- i) The Employer agrees to grant a leave of absence, with pay and without loss of seniority, for up to two (2) members of the bargaining unit who are appointed as delegates to attend the following:
 - Canadian Labour Congress;
 - Canadian Council Conference - ATU;
 - Amalgamated Transit Union International Convention;
 - Amalgamated Transit Union Can Am Conference;
 - Ontario Federation of Labour Convention

to an annual maximum total of fifty (50) working days per calendar year. Individual use of this leave shall be capped at twenty-five (25) working days per calendar year per employee.

- ii) It is agreed, the Union will notify the employee's manager of each delegate at least twenty (20) days prior to the date that delegates will be leaving to attend the convention. A copy of this notification will be provided by the Union to the Director, Employee Services.

b) Executive Offices – Local Union

Any employee elected to a full-time office / position in the Union or any other body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, for the term of their election. Upon retirement from said office, the employee shall be reinstated to their former employment status, job classification providing they possess the required qualifications and demonstrated ability.

c) Leave For Collective Bargaining

The Employer shall grant Leave of Absence with pay to a maximum of four (4) employees elected or appointed by the membership to represent the Union in formal collective bargaining meetings with the Employer, or as otherwise approved by the General Manager, Transit Services.

d) Union Business

The Employer shall grant reasonable leaves of absence without pay to representatives of the Union from within the bargaining unit elected or appointed by the membership. Notification to the Employer of dates for such leave shall be submitted in writing and in a timely manner. This leave relates solely to the affairs of the Union.

Leave under clauses 11.3 a) through 11.3 d) inclusive, shall be submitted in writing to the employee's Manager, in advance of the leave(s) being taken.

11.4 Bereavement Leave

- a) An employee shall be granted paid bereavement leave as follows:

- i) Upon the death of a spouse, common-law spouse, child, father, mother, person standing in-loco parentis, sister, brother, a maximum of five (5) working days up to and including the day after the funeral.
 - ii) Upon the death of the employee's: grandparent (of either employee or the employee's spouse); mother-in-law; father-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; or grandchild, a maximum of three (3) working days up to and including the day of the funeral.
- b) The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when part or all of an employee's entitlement may be requested and shall be granted at a later date in order to attend to matters related to the bereavement.

c) Bereavement Leave while on vacation

When bereavement occurs while the employee is on vacation, the vacation period shall be extended, or deferred by the number of days of Bereavement Leave that the employee would have been granted had they been scheduled to be at work.

11.5 Jury / Witness Leave

- a) Any employee called upon to serve on jury duty, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings other than as set out in clause 11.5 c), shall notify their Manager 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 paid their regular hourly rate for all hours during which the employee would have been normally scheduled to work, less any amount received by way of fees for service on a jury or as a witness.

b) i) Subpoena – arising out of Employment performance

Payment shall be made to an employee who is subpoenaed to appear as a Crown witness on his or her own time if the subpoena arises out of employment performance.

ii) Subpoena - arising out of non-employment

An employee who is subpoenaed, other than by the Crown, in relation to participation in non-City employment activities shall

not be eligible for payment for lost time from work. Non City employment activities shall include but not be limited to employment with other Employers, illegal activities, or personal matters, unless subpoenaed by the Crown in any proceedings.

c) Subpoenaed while on vacation

An employee on authorized vacation leave who is required to testify or is subpoenaed as a witness to give evidence on behalf of the Employer shall have his/her vacation leave entitlement restored for the periods of time required to attend court or any legal proceeding and, in addition, for the hours so required to attend will receive one and one-half (1 ½) times their hourly rate of pay.

11.6 Time off for Voting (Municipal, Provincial & Federal)

The Employer shall grant time off for voting in a manner consistent with the Canada Elections Act, the Ontario Elections Act and the Municipal Elections Act, as applicable.

11.7 Blood Donation

On the occasion when Canadian Blood Services directly contacts an employee during normal business hours for the purpose of blood donation and, the urgency associated with the need to donate is immediate and cannot be done outside of the employee's normal hours of work, the Employer will grant the necessary time-off without loss of pay. It is agreed, the Employer may contact the Canadian Blood Service to verify the urgency of their request.

11.8 Isolation Leave

Where the Medical Officer of Health orders that an employee must be isolated from the public, the employee shall be granted leave in accordance with the provisions of the Income Protection Plan.

11.9 Special Leave

- a) Special Leave is a provision designed to enable an employee to be absent from their employment with full pay for the following reasons:
 - i) Professional appointments such as medical, dental, legal and optical for the employee and/or his/her child and/or his/her aging parent, parent / teacher interviews, provided the

aforementioned appointment is unable to be scheduled outside of the employee's normal hours of work.

- ii) The unexpected or sudden illness of the employee's spouse or child and/or his/her aging parent that prevents the employee from reporting to duty.
 - iii) Emergency situations that prevent the employee from reporting to duty.
- b) Special Leave is to be utilized solely for the purposes as specified in (i), (ii) and (iii) above.
- c) To qualify for Special Leave the employee must have:
- i) completed the probationary period as specified in this Agreement;
 - ii) notified his/her department at least 48 hours in advance of the date and required time off; or,

In the event of an emergency situation clause c) (ii) above shall be waived.

- d) Special Leave is limited to a maximum of four (4) days per annum, non-cumulative, and may be taken on an hourly basis and in minimum units of one hour. Time required in excess of one (1) day may be extended by the employee's Manager.
- e) Employees who have taken Special Leave may be required to produce satisfactory evidence, to justify such leave.
- f) For employees engaged in shift work one (1) day of special leave shall be equal to the normal daily hours per shift. The cumulative maximum of Special Leave is twenty-eight (28) hours per year.

*** 11.10 Vacation**

Vacation shall be earned and accrued on the basis of each completed month of service and granted to employees in accordance with the following Table of Vacation Entitlement, subject to the terms and conditions affecting entitlement, accrual, seniority and continuous service.

Table of Vacation Entitlement

<u>Completed Years of Service</u>	<u>Weeks of Vacation</u>
Less than 5 years	3 (1.25 days / month)
5 years, but less than 16 years	4 (1.667 days / month)
16 years, but less than 22 years	5 (2.083 days / month)
22 years, but less than 30 years	6 (2.50 days / month)
30 years or more	7 (2.916 days / month)

a) Scheduling of Leave

Vacation leave shall be taken at a time mutually agreed upon by the employee and their Manager. However as situations arise, such leave may be re-scheduled by the Employer in order to maintain efficiency of the operation. Such requirement to re-schedule shall not be implemented in an unreasonable or arbitrary manner.

b) Probationary Employees

Probationary employees may be granted

- (i) annual leave up to the amount of earned credits during the first six (6) calendar months of employment; and
- (ii) annual leave in excess of the earned credits to the extent of credits that he/she would accumulate to the end of that year, after the first six (6) calendar months of employment.

c) Granting of Unearned Leave

After the first year of continuous employment an employee may be granted vacation leave in excess of the earned credits to the extent of credits that would accumulate to the end of that year.

d) Excess of Vacation Leave

If in any year the Employer has been unable to grant all of the vacation leave earned, by the employee, in that year the unused portion of vacation leave shall be carried over into the following year.

e) Carry Over of Vacation Leave

Subject to clause 11.10 f) below, employees are not permitted to carry over more vacation leave into the subsequent year than the number of days of leave earned by them in that year.

f) Use of Excess

Employees who have more than one year's vacation leave entitlement to their credit must obtain written authorization by September 15th of each year, from the Director of their branch, to carry over their excess vacation leave to the following year. If the Director denies the carry-over of the excess vacation leave into the following year, requests for the use of such excess between September 15th and December 31st of that year shall not be unreasonably denied. Should the employee not arrange the use of this excess vacation leave by September 30th, the Director may schedule its use. Should the Director not be able to allow the use of this excess between September 15th and December 31st, the employee shall carry this excess leave over into the following year.

g) Recovering of Unearned Vacation

If an employee has taken more leave than they earned at the time when the employee's services are terminated for a reason other than redundancy, layoff, or death, the salary over-payment resulting from the use of unearned vacation leave shall be recovered from the employee by the Employer.

h) Payout on Termination

When an employee terminates for any reason and the employee has earned, but not used vacation leave, the employee or the estate of the deceased employee shall be paid any outstanding vacation amount earned to the date of termination, at the daily rate of pay applicable to the employee immediately prior to the termination of employment.

i) Vacation Accruals Cease

- i) An employee who is removed from the Active Roll shall cease to accrue vacation entitlements from the date of such removal.
- ii) Employees do not accrue vacation leave while in receipt of LTD benefits and/or during any period in which the employee is claiming entitlement to LTD benefits.

- iii) In the event that a WSIB claim continues beyond the 1st day of the fourth month, the claimant will cease to accrue vacation leave credits.
- iv) An employee returning from LTD or full WSIB benefits and their vacation accrual had been discontinued, in accordance with i), ii) or iii) above, will be credited with up to a maximum cumulative total of one year's entitlement at the earning level as at the date on which they first absented from work on LTD or full WSIB benefits. The cumulative total shall be inclusive of any vacation leave standing to their credit pre the commencement of LTD or WSIB benefits.

j) Vacation Earned Pre-Inactive Status

The employee shall also be entitled to the vacation entitlements earned, but not taken up to the date of his or her removal from the Active Roll. If an employee is again transferred from the Inactive Roll to the Active Roll, the employee's vacation entitlement shall be based on the vacation earned at the time of transfer from the Active Roll.

k) Vacation Scheduling Following WSIB / LTD

If an employee on the Active Roll has not been able to take vacation in the current vacation year because they are in receipt of Income Protection or WSIB, the employee may arrange to defer vacation entitlement up to the 1st of October of the following year.

l) Reinstatement or Cancellation of Vacation Leave Due to Disability

The Employer will consider reinstating or canceling vacation leave if:

- An employee becomes seriously disabled while on vacation or,
- An employee becomes seriously disabled prior to his/her booked vacation leave.

The following conditions will apply:

- i. The employee must provide a medical certificate justifying the application for vacation reinstatement or cancellation. No consideration will be given for any time before the date the employee actually receives professional medical attention.
- ii. The period of disability affecting the vacation leave is at least three (3) consecutive days.

- iii. The disability/illness 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.
- iv. Employees who have already started their vacation leave must notify their Supervisor at the earliest date following the commencement of the disability and apply for reinstatement of their vacation leave credits. No consideration will be given for any period of time prior to the application for reinstatement.

11.11 General or Designated Holidays

The following are general holidays:

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

- a) The following are designated holidays:

**Civic Holiday
Easter Monday**

- b) Any general or designated holiday, other than Christmas and Boxing Day, falling on a Saturday shall be celebrated on the following Monday and any holiday falling on a Sunday shall be celebrated on the following Monday except that shift employees who work a shift schedule that regularly includes work on Saturday and/or Sunday shall celebrate the general and designated holidays on the actual day of the holiday.
- c) When Christmas and Boxing Day fall on Saturday and Sunday, or when Christmas falls on Sunday, Christmas and Boxing Day shall be celebrated on the following Monday and Tuesday, except that shift employees who work a shift schedule that regularly includes work on Saturday and/or Sunday shall celebrate Christmas and Boxing Day on the actual days on which they fall.

d) Non-Payment on Stat

Notwithstanding the above provisions, an employee shall not be entitled to receive pay for the holiday if:

- i) the employee received WSIB or LTD payments during the holiday period; or,
- ii) the employee had not received salary for at least fifteen (15) working days during the thirty (30) calendar days immediately preceding a holiday, unless the employee had returned to work and had been in receipt of WSIB or LTD payments; or,
- iii) the holiday occurs during a period in which the employee is on an authorized leave without pay, or an unauthorized leave.

11.12 Leave of absence Without Pay

Except where otherwise provided, when an authorized leave of absence without pay in excess of twenty (20) consecutive working days, is initiated by the employee or Employer, the employee's increment date and all benefits enjoyed by the employee immediately prior to the commencement of such leave of absence without pay shall be suspended. When the employee returns to full-time employment with pay, the employee's increment date shall be adjusted to reflect the duration of the absence and the employee's benefits shall resume.

ARTICLE 12

INCOME PROTECTION

*** 12.1 Income Protection Plan (IPP)**

All permanent full-time employees who are unable to perform their duties due to a non-occupational illness or injury are eligible for Income Protection Plan, hereafter referred to as Income Protection and or IPP benefits, based on the schedule set out below:

<u>Length of Service</u>	<u>Benefit Level</u>	
	<u>Full Salary (Weeks)</u>	<u>2/3's Salary (Weeks)</u>
Less than 3 months	1	0
3 months but less than 6 months	1	1
6 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years or over	17	0

12.2 Entitlement Based on Service

An employee's entitlement to any particular level of benefit in accordance with the schedule set out in clause 12.1 above, shall be based on their length of continuous service with the Employer. The employee's anniversary date shall be the date on which the benefit level changes.

12.3 IPP Calculation

In accordance with this Article, a week's pay shall be equal to the employee's regular bi-weekly salary divided by two of their normal rate of pay.

12.4 Employer Self Insured

The Employer shall be responsible for all costs of the Income Protection Plan.

12.5 E.I. Reduction

The parties hereto acknowledge and agree that any amount of any reduction in premiums under the Employment Insurance Act granted by the Employment Insurance Commission are and shall remain vested with the Employer.

12.6 Application for IPP

Application for IPP benefits must be made in accordance with the provisions contained within this Article 12.

- a) A satisfactory application for IPP benefits must be completed for all medical absences by the employee and forwarded to the employee's Manager or his/her designate. If the duration of the absence is five (5) working days or less, the application may be submitted upon the employee's return to work. If the absence is greater than five (5) working days, the employee must submit their application to their Manager or his/her designate, by the 7th working day of absence.**
- b) A satisfactorily completed application shall include a properly filled medical certificate signed by a licensed physician and contain a complete prognosis and identification of restrictions. Such application must be submitted to the Manager or his/her designate for each claim of four (4) or more consecutive working days or when requested by the Manager or his/her designate.**
- c) In the event an illness is recurring and/or lasts longer than ten (10) working days, the Manager or his/her designate may request monthly or as deemed necessary, medical certificates containing prognosis, progress of the claim and expected date of return to work.**
- d) Employees on IPP benefits, or on LTD benefits, whose illness / injury prevents them from doing their own work, but permits them to do other available work will be required to accept this work.**
- e) Rehabilitation Work Program
Employees on IPP benefits, or within the first two years of receiving LTD benefits, and whose disability prevents them from doing their own work, but permits them to do other available work of the Employer, will be required to accept this work.**
- f) Employees on Income Protection Benefits or on LTD benefits whose disability prevent 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.**

12.7 Medical Certificates – Employee Responsibilities

- a) It is the employee's responsibility to ensure that all applications and required medical certificates are fully completed and submitted on a timely basis, otherwise, IPP benefit payments may be delayed. In the event a required medical certificate is delayed, the employee should**

contact Employee Health and Wellness and request special consideration.

- b) In the event an employee wishes to return to active employment prior to the date stipulated on the medical certificate, it is the responsibility of the employee to provide an updated medical certificate in a timely manner to support the earlier return. Otherwise the supervisor shall not authorize the employee's return to work.
- c) It is the employee's responsibility to ensure that all submitted medical documentation clearly identifies the employee by name and employee number.
- d) Because of the confidential nature of medical certificates, the certificate may be placed in a sealed envelope marked "confidential" - to be opened by the Employee Health and Wellness, and attached to the application form. The employee may also choose to forward the medical certificate directly to Employee Health and Wellness.
- e) Reimbursement for Medical Class CZ Licensing

Active employees required to hold a CZ license or equivalent for the performance of their duties shall be reimbursed an amount of up to ninety (\$90.00) dollars for obtaining the medical certificate necessary for such license. This payment shall be made to each eligible employee a maximum of once every three (3) years.

12.8 Reinstatement of Benefits

A member who has received benefits under the Plan, shall be entitled, if he/she again becomes disabled, to the balance if any, of the unused Benefit Period (seventeen (17) weeks). If an employee returns to work following a disability and remains actively at work for one (1) complete work shift, such IPP will re-qualify for the full Benefit Period (seventeen (17) weeks) if he/she suffers a new and unrelated disability. If an employee returns to work following a disability and remains actively at work for a continuous period of thirty (30) consecutive calendar days, the employee will re-qualify for the full Benefit Period (seventeen (17) weeks).

12.9 Rehabilitation

Where the Parties are in agreement that an employee is fit to return to full or other than full employment and, a placement opportunity exists and the

employee does return to employment, the employee shall be paid the hourly rate of the position to which they are placed.

While in the placement, the employee shall be compensated:

- i) the job rate of the position into which they are placed; or
- ii) if the job rate is lower than the rate of compensation while on IPP, they shall be entitled to a top-up based on their IPP 100% or 66.667% scheduled entitlement.

The conditions of i) or ii) immediately above, shall not continue beyond the period where the employee's entitlement to IPP benefits would expire.

It is understood that employees returning to employment under this clause (12.9), are not considered to have satisfied the conditions of clause 12.8.

12.10 Disabled While at Work

Should an employee become sick while at work and not be able to finish the work-day, the employee shall be eligible to receive IPP benefits for the remainder of that day.

12.11 Long Term Disability Insurance Benefits

A Member who remains totally disabled after the expiry of seventeen (17) weeks of continuous disability shall become entitled to claim benefits under the Long Term Disability Insurance Plan subject to the conditions of that Plan.

12.12 Limitations

No IPP benefits shall be payable under this Agreement:

- a) for any period of disability during which the employee is engaged in any gainful occupation except as provided for under agreement;
- b) for any period of disability during which the employee is not under the care of a physician or surgeon legally licensed to practice medicine;
- c) for any period of Maternity Leave as permitted under the Canada Labour Code;

- d) for any period for which the employee has been granted Leave of Absence without pay;
- e) for any period of disability beyond the retirement date of the employee;
- f) for any period for which the employee is in receipt of Employment Insurance Parental Benefits;
- g) for any period for which the employee is in receipt of Vacation Leave.

12.13 Recovery from Third Parties

When an employee disability arises in circumstances which involve a claim against a Third Party, the employee agrees to include in his/her Statement of Claim, the total amount of I.P.P. benefits which have been paid to him/her in respect of the disability. In the event that recovery is made, the employee agrees to repay to the Employer the full amount of the recovery made in respect of IPP benefits.

12.14 Union Co-Operation

The Union shall co-operate with the City in preventing false, fraudulent and excessive claims for Income Protection Plan.

ARTICLE 13

DUES CHECK-OFF

13.1 All employees who are subject to dues check-off, associated with this agreement, shall remain subject thereto as a condition of employment so long as they remain employed in classifications / positions which fall within the scope of this Bargaining Unit. All employees who are not subject to the dues check-off, and persons who may hereafter become members of this bargaining unit, shall become subject to the dues check-off and remain subject to the dues check-off as a condition of employment so long as they remain employed in positions / classifications which fall within the scope of this Bargaining Unit.

All new employees employed in positions governed by the terms and conditions of this Agreement, shall become subject to the dues check-off after thirty (30) days of continuous employment with the Employer. The

Employer shall deduct Union dues from every pay and shall turn over such dues to the Treasurer of the Union within five (5) working days after they have been so deducted.

ARTICLE 14

PROMOTIONS / TRANSFERS

14.1 Posting of Full-Time Vacancies

All vacancies of a permanent full-time nature shall be posted for competition.

The Employer shall either:

- (a) Post such notices on its Intranet site, or
- (b) Where employees do not have readily access to a computer in their work location, post such notices on its notice boards.

Competition posters may also be viewed on Internet at w3.Ottawa.ca

14.2 Merit Principle

- a) The successful applicant in a competition will possess the requisite qualifications, have passed all aspects of the selection process and be deemed to be the most qualified by the selection panel. All things being equal, seniority shall prevail.
- b) If the most senior applicant is not the successful candidate, the Employer agrees to meet, at their request to discuss their results.

14.3 Simultaneous External Postings

It is recognized that there may be circumstances when the Employer may wish to advertise a vacancy externally, concurrent with the internal process. In such circumstances, after notifying the Union, the Employer may post internally and externally concurrently. However the Employer will not review external applications until the Employer has first completed the internal process.

14.4 Trial Period

A successful applicant from the bargaining unit shall be placed on a three (3) month trial period, during which time they shall be assessed for their suitability and performance within the position. It also will permit the employee the opportunity to determine if the position is suitable to him / her. Should the employee not be confirmed in the position or the position is found unsuitable to the employee, the employee shall be returned to their previous substantive position. During the trial period the applicant shall be paid the job rate and on successfully completing the trial period their increment date shall be set to reflect the date of their promotion. Should the applicant be returned to their former substantive position, their rate of pay and increment date shall reflect that which was in effect prior to the trial period commencing.

14.5 Promotion Out of Scope

Employees temporarily promoted or transferred to a position outside of the scope of this collective agreement may return to their substantive position within this bargaining unit. The opportunity under this clause, to return to the bargaining unit from a temporary assignment shall be limited up to twelve (12) months from the date they left the bargaining unit.

14.6 Duration of Temporary Assignments

- a) Temporary assignments may last for a maximum of thirty (30) continuous calendar months.
- b) A temporary assignment may only be extended beyond thirty (30) continuous calendar months with the agreement of the Union.

14.7 Staffing of Temporary Vacancies (Candidates within Bargaining Unit)

(a) Temporary vacancies of nine (9) months or more

The following process shall be followed to fill a job vacancy due to a temporary absence, extended period of illness or for any other cause lasting nine (9) continuous calendar months or more:

- (i) The Employer shall first attempt to fill the vacancy with an employee on the recall list in accordance with clause 7.4.
- (ii) Where the temporary vacancy has not been filled by an employee on the recall list, the Employer will then post the

vacancy for competition and attempt to fill the vacancy with a member of the bargaining unit.

- (iii) The posting will take place within thirty (30) working days of the temporary vacancy becoming available. If a temporary vacancy previously thought to last less than nine (9) months is determined to last nine (9) months or longer, the Employer will consult with the Union on the requirement to post.
- (iv) When there are no qualified internal candidates from within the bargaining unit, the position may be filled by other sources.

(b) Temporary vacancies of two (2) months or more but less than nine (9) months

The following process shall be followed to fill a job vacancy due to a temporary absence, vacation, extended period of illness or for any other cause lasting two (2) months or more but less than nine (9) continuous calendar months:

- (i) The Employer shall first attempt to fill the vacancy with an employee on the recall list in accordance with clause 7.4
- (ii) Where the temporary vacancy has not been filled by an employee on the recall list, the Employer will send out an email notification to all members of the bargaining unit seeking expressions of interest. This notice will be sent to all members of the bargaining unit and will identify the title, nature of the work and pay grade of the position to be staffed. Employees will be given a minimum of seven (7) consecutive calendar days from the date of the email to respond.
- (iii) When there are no qualified internal candidates from within the bargaining unit, the position may be filled by other sources.

(c) Temporary vacancies of more than ten (10) days but less than two (2) months

- (i) The Employer will send out an email notification to all members of the bargaining unit seeking expressions of interest. This notice will be sent to all members of the bargaining unit and will identify the title, nature of the work and pay grade of the position to be staffed. Employees will be given a minimum of two (2) consecutive calendar days from the date of the email to respond.

(ii) When there are no qualified internal candidates from within the bargaining unit, the position may be filled by other sources.

(d) Temporary vacancies of ten (10) days or less

The process followed to fill temporary vacancies of ten (10) days or less will be at management's discretion.

ARTICLE 15

TERMINATION

- 15.1 City reserves the right to terminate employees for just cause.
- 15.2 Prior to terminating an employee, the Employer and the Union agree to meet for the purpose of determining if there is an alternative to dismissing the employee which would be acceptable to both Parties.
- 15.3 Coincident with the City's decision, the Union shall be notified of the employee's termination.

ARTICLE 16

INVESTIGATORY LEAVE

- 16.1 When an employee has been placed on "Investigatory Leave", pending the outcome of the Employer's investigation, the employee will be paid the basic rate of pay of their substantive position.

ARTICLE 17

LEGAL PROTECTION

- 17.1 The Employer agrees to provide legal protection or reimbursement for legal costs, including judgment costs, to employees in those situations arising directly from the responsible discharge of official duties by the employee, or resulting from the carrying out of an official order or orders.

The Employer also agrees that employees shall be compensated for all required time attending such legal proceedings, including interviews with the Employer's Solicitors.

ARTICLE 18

MEDICAL FITNESS

18.1 The Union recognizes the responsibility of the Employer to monitor the fitness to work of its employees, in the interest of their safety and the safety of the public.

18.2 Medical Confidentiality

The Employer respects the confidentiality of employee medical records. Under normal circumstances, the Employer also recognizes the entitlement of its employees to their own choice of physician.

18.3 Medical Assessment

Where the Employer specifies on reasonable grounds that, it is of the opinion the employee may be medically unfit to work on a regular basis, or may jeopardize the safety of others, the Employer may require the employee to provide at the Employer's expense, provided the Health Care Plan does not cover the cost, a Certificate of a licensed physician attesting to his / her fitness for work.

18.4 Medical Certification

Where the Employer specifies on reasonable grounds, notwithstanding the receipt of a medical certificate, 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 Employer may, prior to requesting a subsequent certificate, meet with the employee (and his / her Union representative, if the employee so requests) for the purpose of obtaining any additional information from the employee which may assist the Employer in its overall assessment of the facts relating to the fitness of the employee. In any event the employee may be required to provide further medical certification from a licensed physician attesting to the employee's fitness for work, and certifying that the physician is fully informed of the nature of such work by discussing it and the employee's medical condition with the Employer's physician.

For these purposes, it is recognized that the Employer has the right to send the employee to the Employer's physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the Employer's physician to be able to provide the Employer with a medical opinion as to the employee's fitness to work

18.5 Third (3rd) Party Independent Medical

Where the Employer specifies on reasonable grounds, and on the advice of the Employer's physician, that it continues to be of the belief that an employee may be medically unfit for work, or may jeopardize the safety of others, notwithstanding the provision of the medical certificates mentioned in clauses 12.6 and 12.7, it may require the physicians of the employee and the Employer to jointly select a third physician, who shall examine the employee and provide a further medical certificate attesting to the fitness or unfitness of the employee for work. The medical certificate shall be conclusive of the issue of fitness for work. If the employee is certified fit to do his / her job the Employer shall pay the cost of securing that medical certificate. If the employee is certified as being unfit to do his / her job, it shall be the employee's responsibility to first have a claim for that physician's services submitted to the appropriate Provincial Health Insurance Plan. If that claim is denied, the Employer will undertake to pay for the costs of obtaining the medical certificate.

ARTICLE 19

SALARY ADMINISTRATION

19.1 Salary Administration

Employees shall be paid in accordance with the salary administration article, and the classification pay rates found at Appendix "A" of this Agreement, and as they may be amended from time to time.

19.2 Amended Salary Schedules

When salary schedules require amending as a result of negotiations or a reclassification, the Employer will provide a copy to the Union prior to implementation.

19.3 Renegotiation of Salary Schedules

If during a period of the re-negotiation of salary schedules an employee is appointed to a position within the scope of this agreement, and their rate of pay prior to the appointment is higher than the placement, or outside of the salary schedules, following the conclusion of collective bargaining, the employee shall be placed within the salary range of the appointed position in keeping with negotiated rates. However they would only be entitled to a retroactive adjustment for any earnings which otherwise fall within the revised range.

19.4 Bi-Weekly Pay Periods

Employees shall be paid bi-weekly, for work performed at a rate within the salary scale of the job classification to which they are appointed. Employees' substantive positions are evaluated and classified based on the Employer's point-valued system. If, during the term of this agreement, the Employer establishes and implements a new classification system, the Union will be notified prior to the implementation of the system and the corresponding rates of pay.

19.5 Salary Placement on Promotion

An employee who is promoted to a position having a higher salary scale, or whose position has been classified upward, shall be paid:

- (a) the minimum rate of the position in which the employee is promoted;
or,
- (b) a salary equivalent to 104% of the remuneration which the employee would have received had no promotion taken place.

19.6 Increment Dates

The effective date of the promotion, reclassification or acting assignment will become the date for establishing future salary increments while employed in said position.

19.7 Increments

- a) Except as provided for in clauses 19.7 b) and 19.7 c) below, an employee holding an appointment at one of the classification levels specified in the salary schedules of this agreement and performing the duties of this position satisfactorily may be granted a salary increment of five percent (5%) upon the completion of each anniversary date in said position, until reaching the maximum rate in

the scale of rates for the classification level to which the employee is appointed.

b) Increment Granted

Except as provided in clause 19.7c), every employee shall be granted salary increments on their salary increment date, until they reach the maximum rate in the range of rates for the classification level to which they were appointed.

c) Increment Denied

- i) The Employer may deny a salary increment to an employee if it is dissatisfied with the employee's performance. Where the Employer intends to deny a salary increment to an employee, the Employer shall, at least two (2) weeks, but not more than six (6) weeks before the due date for the salary increment of the employee, give the employee the reason for the denial in writing.
- ii) Where the Employer has denied a salary increment to an employee on his/her increment date, it may then grant the salary increment on the first day of any pay period prior to the employee's next increment date, and the employee shall retain his/her increment date.
- iii) Upon returning to employment the employee shall be placed in the salary schedule in-force as the date of return to employment.

19.8 Performance Appraisals

The Employer will continue a system of employee performance appraisals. The system will openly and objectively show the employee how his or her performance compares with management's expectations for their position. The appraisal will be done on the anniversary of the employee's appointment, on a form allowing the Supervisor to select the appropriate qualitative description of different aspects of the employee's performance. The employee may comment on, but is not required to sign the appraisal.

A copy of the completed Performance Appraisal form will be given to the employee and, they will be provided an opportunity to comment in writing and have the comments attached to the performance review form and included in the personnel file of the employee.

- 19.9 Through review of its appraisal system the Employer may from time to time modify or improve the system, to ensure its continuing effectiveness.
- 19.10 Where a salary overpayment has occurred the Employer will be allowed to deduct the amount of the overpayment from an employee's future earnings in accordance with the following:
- (a) The employee will be provided a minimum of two (2) weeks' notice before the recovery process is initiated.
 - (b) The overpayment will be deducted from an employee's pay at the rate of three (3) percent of the employee's gross pay, or any higher amount as may be agreed upon by the employee, until full recovery of the overpayment is made.
 - (c) In case of disagreement between the employee and the Employer on the amount owed, a meeting will be held with the Union to attempt to come to resolution. Failing resolution, the parties agree to use an expedited arbitration process for a final and binding determination of the amount owed by the employee.
 - (d) The Employer and the employee may agree on alternate ways for the employee to repay the amount owed.

ARTICLE 20

SALARY PROTECTION – DOWNWARD RECLASSIFICATION

- 20.1 For a period of up to four (4) years following a downward re-classification, which results in the red-circling of their salary, an employee whose position has been re-classified downwards, and their salary is in excess of the new classification, will be eligible for any negotiated increase.

ARTICLE 21

PERSONNEL FILES

- 21.1 The City agrees that an employee shall have the right to review their personnel file, upon three (3) working days written notification to their Program Manager, Client Relations & Staffing. Such review, in the presence of their Human Resources Consultant, shall be for the purpose of determining its content and whether or not the entries therein are factual and accurate. The employee may reserve the right to provide a

written response to entries contained therein. It is also understood that a Union Officer shall also have the right to review the personnel file in the presence of the employee.

Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after not more than eighteen (18) worked months have elapsed since the last disciplinary action was taken, provided that no further disciplinary action has occurred in the intervening period.

Employees will be notified of written commendations received about them. A copy of the commendation will be given to the employee and placed on the employee's personnel file.

ARTICLE 22

HOURS OF WORK

22.1 Localized Hours of Work

The Localized hours of Work, as agreed upon by the Parties, are contained within the Appendices to this agreement.

22.2 Full-Time

The normal hours of work-including employees working rotating shifts or a fixed shift as part of a 16 or 24 hour operation are seventy (70) hours averaged over a bi-weekly period. It is understood that "Average hours worked" are deemed to include paid leaves, when they are taken, such as: vacation, special, income protection, bereavement and general / designated holidays.

22.3 Alterations to the Normal Hours of Work

The Parties to this agreement recognize that the Employer may be required to alter hours of work in relation to various operations. In such cases where the alteration results in the changing of employees starting and quitting times on an ongoing basis, the Employer will so notify the Union for the purpose of discussing the alterations.

Where the Employer wishes to introduce daily hours of work that will serve to permanently extend the work day beyond the normally scheduled seven (7) hour day within the bi-weekly averaging period, the Employer

agrees to present its proposal to the employees, in the presence of the Union, providing the details of the proposal. Following the presentation of the proposal the employees will vote on acceptance of the Employer's proposal. The majority vote will determine whether the proposal will be implemented.

The Employer and an employee may mutually agree to a change in normal hours of work for individual employees. The parties shall confirm such agreement in writing. Such agreements shall be subject to Union concurrence. However, such concurrence shall not be unreasonably withheld.

22.4 Alternate Working Hours/Week

- a) During the life of this Agreement flexible working hours may be introduced consistent with the Employer's "Alternate Work Arrangements" policy provided that:
 - i) The normal daily working hours for the employees affected by the implementation of an Alternate Work Arrangement with the exception of regular shift and part-time, fall between the hours of 6 a.m. to 10 p.m.
 - ii) They will not exceed the normal daily working hours provided for in this Agreement.
 - iii) They will be mutually agreed upon between the employees and the Employer, subject to the concurrence of the Union, which shall not be unreasonably withheld.
- b) A Compressed Work Week consistent with the Employer's "Alternate Work Arrangements" policy may be introduced during the life of this Agreement.
- c) The provisions of this clause may be altered by mutual agreement of the Union and the Employer.

22.5 Eating Periods

Employees are normally entitled to a meal break of thirty (30) minutes unpaid leave, during the course of their workday. It is agreed that Eating Periods shall also be subject to localized work arrangements to extend the eating period to one (1) hour as agreed upon by the Parties. The Employer

will establish the lunch period for each employee, and will not be set in an unreasonable manner.

Employees who are required to remain at their work location and work during the lunch break will receive a one half (1/2) hour paid lunch period within the specified hours of work.

22.6 Rest Periods

Employees shall be entitled to a fifteen (15) minute rest period for each uninterrupted work period of three (3) non-cumulative hours, or as modified by the "Rest Period" Letter of Understanding # 3 appended to this agreement.

22.7 Hours of Work During a Declared State of Emergency or Pandemic

Subject to the Union's approval, the Department Head, Director or Manager may adjust the normal hours of work set out in this Article on a temporary basis, during a National, Provincial or Municipal declared state of emergency or pandemic. The Union will not unreasonably deny a request made pursuant to this section.

ARTICLE 23

OVERTIME

23.1 Employees directed by their Manager or designate to work hours and who actually work the hours scheduled in excess of the average bi-weekly hours shall be paid an overtime rate of one and one-half (1 ½) times their hourly rate for all overtime hours worked.

In the case of overtime worked on one of the following:

- a) On a general holiday; or,
- b) On a day designated in lieu of the general holiday; or,
- c) On a declared holiday,

the employee shall be paid in addition to his/her regular pay for the holiday an overtime rate of one and one half (1 ½) times their hourly rate for all hours worked on the holiday.

23.2 Election to Bank Overtime

On each occasion that an employee works overtime, they may elect to bank each overtime hour at time and one half (1 ½ hours). The election to bank shall be requested in writing on an Employer approved form, at the conclusion of overtime worked. Should the employee not request to bank the overtime hour(s) they shall receive compensation for each hour worked at the overtime rate.

23.3 Overtime Banks

Employees may bank overtime hours to a cumulative maximum of one hundred (100) hours. At the end of each calendar year, an employee will be entitled to carry-over up to fifty (50) hours into the next calendar year.

Banked hours carried over will be paid at the rate the employee earned as of December 31 of the year in which banked.

At no time can the amount of carried-over hours exceed fifty (50) and the cumulative total of banked and carried over hours exceed one hundred (100).

23.4 Meal Allowance

- a) Subject to (b) below, all employees required to work overtime in excess of three (3) hours contiguous with their regular or normal work day shall be provided with a meal allowance of eight dollars (\$8.00) (effective January 1, 2010, nine dollars (\$9.00)). A second meal allowance will be paid only if the work shift is extended by a total of ten (10) hours).
- b) Where a meal is provided by the Employer at no cost to the employee, the overtime meal allowance shall not be applicable.

23.5 Assignment of Overtime – Instructors

- (a) Shift extensions: An Instructor may be requested by the Employer to work up to two (2) hours of overtime to complete a task commenced during his/her regular shift without overtime being offered to other employees.
- (b) Overtime: Except as provided in (a) above, overtime opportunities as operationally required will be offered in order of seniority to Instructors who are qualified in the subject matter.
- (c) Except as provided in (a) and (b) above, overtime will be offered by seniority in the following order:

- 1) Instructors
- 2) Relief Instructors

23.6 Work on a General or Designated Holiday

When a full-time employee works on a general or designated holiday, he/she shall be compensated as follows

- (a) The employee is paid his/her regular earnings for the general or designated holiday;
- (b) The employee is paid the premium portion for the hours worked on the holiday;
- (c) The employee has the following options for the straight time portion for the hours worked on the holiday:
 - i. Be paid in cash;
 - ii. Bank the hours in a general/designated holiday bank at the rate applicable on the day the hours were worked.

All hours remaining in an employee's general/designated holiday bank on June 30th of each year will be paid out.

ARTICLE 24

PREMIUM PAY – WEEKEND WORK

24.1 Premium for Saturday Work

Employees are entitled to a \$0.50/hour shift premium for all regularly scheduled hours worked on Saturdays.

24.2 Premium for Sunday Work

All hours worked on Sunday shall be subject to time and one-quarter (1/4) premium for all hours worked.

ARTICLE 25

ACTING PAY

25.1 Qualifying Period

Employees selected in accordance with clause 14.6 to temporarily perform the full duties of a position in a classification having a higher salary range shall be paid acting pay, provided the assignment is for a period in excess of ten (10) continuous working days. If the acting assignment is for more than ten (10) continuous working days, the employee will be paid acting pay from the first day. It is recognized that "duties" refers to the normal duties of the position at the time of acting.

25.2 Acting Pay

The acting pay received for assignments, as set out in this Article shall provide for the greater of:

- (a) the minimum rate of the position in which the employee is acting; or,
- (b) the equivalent to a placement in the new salary range which will give the employee one hundred and four percent (104%) of the employee's present normal salary.

However, in no case, shall such acting pay exceed the maximum of the applicable salary range.

25.3 Salary Increment While Acting

Should an employee act in a position for one (1) year or more, said employee shall be eligible to receive an increment in the salary scale of the position in which they have been acting, provided that the employee is not already at the maximum of that salary scale.

It is recognized that upon returning from the acting assignment to the employee's substantive position:

- a) the increment date associated with their substantive position remains unchanged;
- b) their compensation rate shall be at the level they were receiving prior to the acting assignment; and,
- c) they shall be entitled to any incremental adjustments which may otherwise have occurred in their substantive position, in accordance with clauses 19.7 a), and /or 19.7b).

25.4 Increment Date Upon Appointment

Should an employee acting in a position be officially appointed to that position, the date the employee commenced the acting duties shall be the employee's new increment date.

25.5 Promotional Increase from an Acting Appointment

The salary placement of an employee, who has been continuously acting in one or more position(s) or assignment(s) for more than six (6) months, who is subsequently promoted or assigned to another position or assignment having a higher salary range than the salary range of the acting assignment, shall be based upon the higher of the:

- a) acting salary; or,
- b) the employee's substantive salary

at the date of the promotion and shall be in accordance with clause 14.5.

ARTICLE 26

GRIEVANCES

26.1 The Employer and the Union agree that, it is in the best interest of both parties that complaints and grievances shall be addressed promptly. It is specifically agreed that, before a complaint becomes a grievance, the authorized supervisor, the employee or employee's representative involved will meet and discuss the issue. Where possible, the employee or employee's representative will be provided with all available information that may be relied upon by the Employer.

26.1.1 Grievance Procedure

In order for a complaint to be considered timely, an employee must bring the complaint to the attention of the authorized supervisor within seven (7) calendar days of an incident occurring.

26.1.2 If the complaint is not satisfactorily resolved, the employee may, within seven (7) calendar days following a response from the authorized supervisor submit a grievance to the Union. The Union may subsequently file a grievance with the Employer in accordance with the following steps:

Step 1:

The Union, the grievor and the Manager or delegate, shall meet to discuss the grievance. If a settlement satisfactory to the Union is not reached within seven (7) calendar days of the meeting, or a time frame mutually agreed upon, the Union may advance the grievance to Step 2.

Step 2:

The Union, the grievor and the General Manager, Transit Services or delegate, shall meet to discuss the grievance. If a settlement satisfactory to the Parties is not reached within thirty (30) calendar days of the meeting, or a time frame mutually agreed upon, the Union may advance the grievance to Arbitration.

Grievances shall be advanced to the next stage should:

- i) the Employer fail to schedule a grievance meeting within ten (10) calendar days of receipt of the grievance; or,
- ii) the Employer not provide a written response within ten (10) calendar days of the grievance being heard;

Notwithstanding i) or ii) immediately above, within five (5) calendar days of the grievance being automatically advanced to the next stage, the Union must provide written confirmation to the Manager, Litigation and Labour Relations, of its intention to proceed with, or withdraw the grievance. Failure to provide written confirmation shall result in the grievance being abandoned.

26.1.3 Termination Grievances

Grievances dealing with a termination shall proceed directly to Step 2 of the grievance procedure and be heard within fourteen (14) calendar days of the termination by the General Manager, Transit Services.

26.1.4 Management Delegates

The management representative having made the decision that is being grieved will not hear or be delegated to hear a grievance pertaining to his/her decision.

26.2 Timelines referred to in this Article may be extended by mutual agreement of the parties.

ARTICLE 27

RIGHTS ARBITRATION

27.1 Upon receipt by the Manager, Litigation and Labour Relations or President of the Union of written intent to arbitrate a grievance, the “matter” shall be referred to either the single or three (3) person board process. In either case the Labour Relations Division will contact the Arbitrator, drawn from the list of rotating Arbitrators, in order to make the necessary arrangements for a hearing.

27.2 The Arbitrators to be included on the “rotation / single panel list” shall be selected by mutual agreement of the parties. The rules governing the selection, review, renewal of Arbitrators and an expedited process shall be set out in a memorandum of agreement. Should the parties choose the three (3) person board, the Employer and the Union shall each appoint their respective panel members prior to the scheduled panel date.

27.3 No “matter” shall be submitted to arbitration, which has not been properly carried through the approved steps of the grievance procedure. Unless mutually agreed, any grievance not referred in writing, to arbitration within thirty (30) calendar days of the 2nd stage reply to the initiating party, shall have been deemed abandoned and all rights of recourse shall be at an end.

27.4 Policy / Union Grievances

In the case of a Policy or Union grievance proceeding to Rights Arbitration, the procedure as outlined in clauses 27.1, 27.2 and 27.3 above, shall apply after either party has given notice in writing of their intent to arbitrate.

ARTICLE 28

INSURED BENEFITS

* 28.1 The City agrees to pay 100% of the premiums necessary to provide the employees the specific benefits and entitlements set out in this Article, with the exception of the dental insurance plan for which 25% of the

premiums shall be paid by the employees. Where employees are required to pay premiums, the Employer shall deduct from the employee's pay the employee's share of premiums.

Once enrolled in the insured benefits below, the employee who wishes to submit a claim under any of the Benefit Plans is required to complete, or have completed, at his / her own cost, all the necessary documentation including Attending Physician's Statement.

Any dispute as to an employee's entitlement to benefits provided under the Insurer's Plans are between the employee and the Insurer, and the Employer shall have no obligation.

- a) The Supplementary Health Insurance Plan - which provides extended medical benefits.
- b) The Long-Term Disability Insurance Plan, which provides monthly income in cases of total disability.
 - i) Any possible claimant for LTD benefits, who is eligible for non-actuarial reduction, of their pension benefits of at least 60%, ceases to be eligible for LTD benefits twenty-four (24) months after becoming eligible for consideration of the non-actuarially reduced pension(s).
 - ii) It is understood that employees do not accrue vacation or I.P.P. while in receipt of LTD benefits and or during any period in which the employee is claiming entitlement to LTD benefits.
 - iii) Rehabilitation Work Program - Employees on IPP benefits, or within the first two years of receiving LTD benefits, and whose disability prevents them from doing their own work, but permits them to do other available work of the Employer, will be required to accept this work.
- c) The Dental Insurance Plan, which provides reimbursements for the expense of Dental Care.
- d) The Survivors' Protection Plan, which provides a monthly income benefit to survivors in the event of an employee's death before retirement.
- e) The Life Insurance Plan, which provides a lump sum amount to the employee's designated beneficiary in the event of death while an employee of the City of Ottawa.

- f) **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.
- g) **The Group Life Group Life Insurance Plan** which provides a lump sum death benefit.
- h) **Optional Life Insurance** - employees will be able to purchase additional life insurance at group rates defined in the Group Life Insurance Plan.
- i) **Optional Critical Illness Insurance** – the Employer agrees to provide the option for the employee, their spouse and dependent children, to purchase voluntary critical illness insurance ranging from \$10,000 to \$150,000, one hundred percent (\$100%) paid by the employee, in multiples of \$5000. (Effective March 1, 2010)

28.2 Insured Benefits for Employees Working Beyond Age 65

- a) **Employees working beyond age sixty-five (65) will be entitled to the following modified benefit coverage:**
 - **Extended health care without “Out of Country coverage” and “Drug coverage”**
 - **Extended health care for spouse and eligible dependents under age 65**
 - **Dental insurance**
 - **\$25,000 life insurance**
 - **A maximum of seventeen (17) weeks of short term sick leave (Income Protection Plan) annually. This entitlement will be subject to the provisions of Article 12 of the collective agreement.**
- b) **Coverage details for benefits provided in paragraph a) above will be as defined in the Benefits Plan Document.**
- c) **Cost sharing for the benefits plan will be in accordance with the formula contained in the collective agreement.**
- d) **Employees will no longer be covered for Accidental Death and dismemberment (AD&D) as well as Long Term Disability (LTD) benefits from age sixty-five (65).**

- e) The modified benefit coverage described in a) above will take effect the first of the month following the month the employee turns 65.
- f) All benefits will stop at age sixty-nine (69).

ARTICLE 29

WORKPLACE SAFETY AND INSURANCE

- 29.1** Every employee who is absent from duty as a result of personal illness or injury arising from his/her employment within the meaning of the Workplace Safety and Insurance Act (WSIA), will be provided with medical care and rehabilitation as provided in the WSIA and shall comply with clauses 12.6 and 12.7 of this Agreement.
- 29.2** Every full-time permanent employee who is absent from duty as a result of personal illness or injury arising out of and in the course of his/her employment, within the meaning of the Workplace Safety and Insurance Act (WSIA) and, who has not completed his/her probationary period as provided for in this Agreement, shall receive compensation from the Employer to the level provided under the WSIA effective from the date of disability. Where a claim has been disallowed by the Workplace Safety and Insurance Board (WSIB) all payments made by the Employer will be recovered from the employee's Income Protection Plan, or where entitlement is exhausted from the employee.
- 29.3** In addition, every full-time permanent employee who has completed his/her probationary period, and who suffers a personal injury arising out of and in the course of their employment within the meaning of the WSIA shall be entitled to the following:
- a) Payment of salary or earnings by the Employer to the level approved by the WSIB, and the Employer will top up the employee's earnings to 85% of the employee's average net salary or regular wage. In those instances when the WSIB approves partial payment only, the Employer will not top-up the approved level of compensation by the WSIB. It is recognized that:
 - i) The combined effect, when applicable, of the employee's entitlement under the WSIA and the top-up payment shall not exceed the employee's pre-injury net pay after tax and legislated deductions.

- ii) in addition, the Employer will pay on behalf of the employee the total payment of premiums for the following plans:
- pension, until the employee is deemed eligible for an OMERS waiver of premium,
 - medical plans as specified in the Agreement,
 - life insurance,
 - long term disability,

provided that in any calendar month the employee is absent ten (10) continuous insurable working days.

- b) When the employee returns to full and regular duties, he/she shall be returned to a position of the same pay level held prior to his/her compensable injury and the benefits specified in (a) above shall cease.
- c) When the employee is able to return to modified duties the benefits specified in (a) and (b) above shall cease.

29.4 Should an employee be off work in excess of three (3) consecutive months without any regular pay for work done, the employee shall not accumulate leave credits for this period of time.

29.5 In the event that an employee is able to return to light or modified duties as determined by the WSIB, the Employer shall attempt to provide such work and the employee shall continue to receive the rate of compensation provided for in accordance with clause 29.2 or clause 29.3 above, as applicable, until a final determination is made by the WSIB as to the appropriate work assignment consistent with that employee's restrictions.

29.6 An employee who returns to modified or light duties shall, on an on-going basis, be assessed by the WSIB. In the event such assessments determine that the employee is able to return to full and regular duties, clause 29.3 c) above, shall apply.

29.7 In the event the employee's condition is assessed as deteriorating, the Employer shall provide rehabilitation as recommended by the WSIB for employment with the Employer or other employers. In this case, the Employer will make a reasonable effort to offer the employee on-going alternate employment. In any case, when the employee returns to light or modified duties, the Employer shall be guided by the assessment of the WSIB.

29.8 The Union recognizes that reassignment of a permanently partially disabled

employee to alternate employment may necessitate a change of classification and pay.

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

ARTICLE 30

PENSION PLAN

- 30.1 All present employees enrolled in the Ontario Municipal Employees Retirement System (OMERS) shall maintain their enrolment in the plan, subject to its terms and conditions. Newly hired employees, as a condition of employment, shall enroll in OMERS when eligible in accordance with its terms and conditions.

The Employer and the employees shall make the required contributions, by payroll contributions, as set from time to time by OMERS. Participation in the Pension Plan is a condition of employment.

ARTICLE 31

RETIREMENT

- 31.1 Effective Date of Normal Retirement

Normal retirement age for all employees shall be the first day of the first month following the month in which the employee attains age sixty-five (65).

- 31.2 Disability or Early Retirement

The terms of disability or earlier than normal retirement shall be as set out in the applicable pension plan to which an employee contributed.

31.3 Early Retirement Benefits

- a) The Employer shall pay 100% of the costs required to provide the following benefits to employees who take early retirement until they attain age 65.
- i) Group Term Life Insurance
 - ii) Survivor's Protection Plan
 - iii) Dependent Life Insurance
 - iv) Supplementary Health Insurance Plan and
 - v) Dental Insurance Plan

The above benefits made available to early retirees and spouses of retirees who are less than 65 years of age shall be identical to those enjoyed by active employees.

- b) To qualify for the benefits, at the time of early retirement, the employees:

- must be at least 55 years of age;
- must have at least 25 years of service;
- combined age and service are equal to or greater than 85.

NOTE: Deferred pensioners, who have at least 25 years of service, their spouses, and surviving spouses of early retirees can continue the extended medical and dental insurance, at his/her cost, until his/her 65th birthday.

ARTICLE 32

REIMBURSEMENT – MILEAGE AND PARKING

32.1 Employees who may be authorized to use their own vehicle for business purposes shall be reimbursed at the rate established in accordance with the Employer's mileage / parking reimbursement policy.

32.2 Reimbursement for parking costs will be limited to expenses incurred in the authorized use of a personal vehicle for business purposes.

ARTICLE 33

FREE TRANSPORTATION

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

- to full-time employees;
- to pensioners;
- to spouses of pensioners;
- to widows and widowers of deceased employees;
- to deferred pensioners who have at least 25 years of service and their spouses.

ARTICLE 34

SAFETY

34.1 The Employer shall provide employees whose work requires protective clothing with suitable clothing and shall maintain such clothing in a serviceable condition at all times.

34.2 The Employer may issue protective clothing to a department, building or operation and not on an individual basis.

34.3 All protective clothing shall remain the property of the Employer.

34.4 Wearing of safety boots or shoes, goggles, hard hats, facemasks, or other safety equipment when required by the Employer shall be compulsory.

34.5 Shoes or boots must meet the CSA standard for an industrial setting and bearing the approved "green patch". It is agreed that the Employer shall reimburse employees, required to wear safety footwear, the purchase price up to one-hundred fifty dollars (150.00) once per calendar year, upon production of the sales slip.

34.6 Wearing a protective hearing device is mandatory in areas where the decibel count is higher than that recommended on the sound level response scale.

ARTICLE 35

ORGANIZATIONAL & TECHNOLOGICAL CHANGE

35.1 Redundant Positions – Notice to Union

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

35.2 Notice to Employee

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

35.3 Economic Adjustments and Priority Placement

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

- i) receive their current hourly rate of pay with any applicable negotiated economic adjustment occurring during aforementioned notice period;**
- ii) considered for placement into a vacant equivalent or lower classified position for which the employee is suited by education, training and work experience subject to the employee meeting the job qualifications, and having the ability to do the work, with a four to six week familiarization period.**
- iii) if an affected employee is not placed into a vacant position, the employee may exercise their right to displace the most junior employee of an equal or lesser classification, in their Division, provided the displacing employee possesses the requisite qualifications and has the demonstrated ability to perform the duties of the position into which they bump. If the redundant employee is unable to displace within their Division they shall exercise their bumping rights within the Branch. The exercising of their bumping rights shall be in accordance with the process for bumping within their Division.**

If the employee elects not to bump they shall immediately move to clause 35.4 below.

35.4 Severance Allowance

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

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

If the employee has more than one (1) year but less than three (3) years of continuous service with the Employer, a lump sum payment equal to two (2) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

If the employee has three (3) years but less than five (5) years of continuous service with the Employer, a lump sum payment equal to three (3) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

If the employee has five (5) years but less than ten (10) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to four and one half (4 1/2) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

If the employee has ten (10) years but less than sixteen (16) years of continuous service with the Employer, the employee shall be entitled to a lump sum payment equal to seven (7) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

If the employee has sixteen (16) years but less than twenty (20) years of continuous service with the Employer, the employee shall be

entitled to a lump sum payment equal to ten (10) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

If the employee has twenty (20) years, but less than twenty five (25) years of continuous service, the employee shall be entitled to a lump sum payment equal to fourteen (14) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

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

If the employee has twenty-five (25) years, or more of continuous service, the employee shall be entitled to a lump sum payment equal to eighteen (18) months pay at the rate of pay the employee was earning at the time the position became redundant or surplus.

Payment shall be made at the rate of pay (inclusive of any economic adjustment) the employee was earning when the position became redundant.

It is agreed that the severance payments outlined in this Collective Agreement incorporates any pay in lieu of notice and/or severance pay provided under the Canada Labour Code.

ARTICLE 36

PERMANENT PART-TIME EMPLOYMENT

36.1 Defined as regularly scheduled to work forty-eight (48) hours averaged per bi-weekly period or less, over two (2) bi-weekly pay periods, on a continuous basis, but exclusive of replacement situations.

36.2 Part-time employees shall accumulate all hours worked outside their schedule, or in temporary positions, for all part-time seniority and continuous service purposes.

36.3 The regularly scheduled work of part-time employees shall be posted a minimum of two (2) weeks in advance and such work schedules shall not be inconsistent with the standard hours of work for full-time employees performing such work.

36.4 Probationary Period

- a) Newly hired part-time employees shall be on a probationary period normally not exceeding one (1) calendar year or to a maximum of 1248 consecutive hours worked, whichever shall occur first.**
- b) The Employer may, with written approval of the Union, extend the probationary period as specified above an additional 312 consecutive working hours, but in all cases, the notice must be made in writing and include the reason(s) for the extension.**
- c) A temporary employee who has won a permanent part-time position shall be required to serve a probationary period in accordance with clauses 36.4 a) and 36.4 b) above**

36.5 Seniority

- a) Seniority shall be defined as the length of continuous service in the bargaining unit and is subject to the various terms and conditions of this collective agreement affecting the determination of seniority.**
- b) The seniority for part-time employees shall be based on the date of hire.**
- c) Part-time employees successful in obtaining a permanent full-time position within this scope of this collective agreement shall have their part-time seniority date frozen, in the event they return to a permanent part-time position in the future. Their seniority for the purpose of permanent full-time employment shall not include any part-time seniority and shall commence effective the first day of employment in the permanent full-time position.**
- d) In the event an employee covered by this Agreement temporarily transfers outside of the scope of this Agreement and subsequently returns to a position within the scope within one (1) year of the transfer, they shall be deemed to have accrued seniority for the period outside of the scope of the bargaining unit. The employee's seniority shall be adjusted, as necessary, upon confirmation from the Union that they had received the full dues equivalent from the employee during the period outside of the bargaining unit.**

36.6 Grievance / Rights Arbitration

In accordance with the procedures set out in Articles 26 and 27.

36.7 **Overtime**

- a) part-time employees shall not work overtime unless authorized by the employee's manager or a person delegated by the manager. Overtime shall be defined as time worked in excess of the normal hours of work for a full-time employee performing the same work as set out in clause 22.2.

- b) where management requires a part-time employee to regularly work outside the normal hours of work, referred in clause 22.2, and these hours have not been altered in accordance with clauses 22.3 and 22.4, overtime premiums will apply to hours worked by part-time employees before or after a normal workday.

*** 36.8** **Vacation Leave**

- a) In lieu of vacation leave, vacation pay based on gross earnings and paid bi-weekly shall be provided to all permanent part-time employees in accordance with the following schedule
 - i) Employees with less than seven (7) years' continuous service to be paid 6%.

 - (ii) Employees with seven (7) but less than sixteen (16) years' continuous service to be paid 8%.

 - (iii) Employees with sixteen (16) but less than twenty-two (22) years' continuous service to be paid 10%.

 - (iv) Employees with twenty-two (22) but less than 30 years' continuous service to be paid 12%.

 - (v) Employees with thirty (30) or more years' continuous service to be paid 14%.

- b) An employee's service shall be considered continuous except in the event the employee loses seniority as outlined in clause 10.4.

- c) An employee shall be entitled to take, at a mutually agreeable time, a leave of absence without pay of up to an amount of time equal to one week for each 2% vacation pay entitlement per year.

- d) "Years" as used in (a) above refers to length of service with the Employer.

36.9 Designated Holidays

Effective January 1, 2010, employees are eligible to the General and Designated Holidays defined under clause 11.11. Payment for these holidays will be in accordance with the Canada Labour Code.

36.10 Special Leave

- a) Special leave is a provision designed to enable an employee to be absent from their employment with full pay for the following reasons:
- (i) Professional appointments such as medical, dental, legal and optical for the employee and/or his/her child and/or his/her aging parent, parent-teacher interviews, provided the aforementioned appointment is unable to be scheduled outside of the employee's normal hours of work.
 - (ii) The unexpected or sudden illness of the employee's spouse or child and/or his/her aging parent that prevents the employee from reporting to duty.
 - (iii) Emergency situations that prevent the employee from reporting to duty.
- b) Special leave is to be utilized solely for the purposes as specified in (i), (ii) and (iii) above.
- c) To qualify for Special Leave the employee must have:
- (i) completed the probationary period as specified in this Agreement;
 - (ii) notified his/her department at least forty-eight (48) hours in advance of the date and required time off; or,
- in the event of an emergency situation clause c) (ii) above shall be waived.
- d) Special Leave is limited to a maximum of fourteen (14) hours per annum, non-cumulative, and may be taken on an hourly basis and in minimum units of one hour.

- e) **Employees who have taken Special Leave may be required to produce satisfactory evidence to justify such leave.**

36.11 Bereavement Leave

- a) **The Employer shall grant leave of absence with full pay of up to five (5) working days (provided the employee has been scheduled to work and provided the days fall within a seven (7) calendar day period following the death) to an employee on the following basis:**
 - i) **Death of mother, father, spouse, common law spouse, child, person standing in-loco parentis, sister, brother.**
- b) **The Employer shall grant a leave of absence with full pay of three (3) working days, (provided the employee has been scheduled to work and provided the days fall within a seven (7) calendar day period following the death) to any employee on the following basis:**
 - i) **Death of father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent, son-in-law; daughter-in-law.**

For the purposes of definition, brother-in-law and sister-in-law shall be the brother or sister of the employee's spouse or the spouse of the employee's brother or sister.

- c) **The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when part or all of an employee's entitlement may be requested and shall be granted at a later date in order to attend to matters related to the bereavement.**

36.12 Maternity Leave

- a) **Subject to the applicable provisions of the Canada Labour Code, a permanent part-time employee who has completed six (6) consecutive months of continuous employment with the Employer shall be granted Maternity Leave, upon written application.**

- b) **Maternity top-up**

Subject to sub-clause 36.4 a) above, after twelve (12) months' continuous service and, having completed the probationary period, a permanent part-time employee who is:

- i) during the two (2) week waiting period and the fifteen (15) weeks, in receipt of Employment Insurance - Maternity Leave benefits, they shall receive payments from the Supplementary Unemployment Benefit Fund to bring her combined E.I. and S.U.B. payments to ninety-three percent (93%) of her normal pay.

36.13 Parental Leave

- a) Subject to the applicable Parental Leave provisions of the Canada Labour Code (Part III) a permanent part-time employee who has completed six (6) consecutive months of continuous employment with the Employer shall be granted Leave without pay, upon written request to their Manager, of up to thirty-seven (37) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.
- b) Parental top-up

Subject to sub-clause 36.4 a) above, after twelve (12) months' continuous service and, having completed the probationary period, a permanent part-time employee who is: in receipt of Employment Insurance – benefits associated with Parental Leave shall receive payments from the Supplementary Unemployment Benefit Fund to bring her combined E.I. and S.U.B. payments to ninety-three percent (93%) of their normal pay for a maximum period of ten (10) weeks of Parental Leave.

36.14 The aggregate amount of Parental leave that may be taken by two (2) employees in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks, and the aggregate amount of Maternity / Parental Leave taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks.

36.15 While on Maternity Leave and/or Parental Leave, as provided under this Article, an employee would continue to accrue seniority, earn vacation leave credits and be entitled to continued coverage under all insured benefit plans. While on Maternity / Parental Leave employees do not contribute to the O.M.E.R.S. plan. Following their return to work from Maternity / Parental Leave the employee may opt to purchase the aforementioned period and the Employer will pay its portion for the period specified. The window of availability, for the employee to purchase this defined period shall be governed by O.M.E.R.S.

36.16 Pension Plan

Applicable only to eligible permanent part-time employees as governed by the Ontario Municipal Employees Retirement System.

36.17 Benefits and Insurance

Upon completion of the probationary period, part-time employees shall receive 8% added onto their hourly rate for all paid hours in lieu of benefits and insurance received by permanent full-time employees.

Part-time employees working beyond age sixty-five (65) will continue to receive this entitlement until they reach age sixty-nine (69).

36.18 Increments

The normal salary increment shall be established as the occurrence on which the employee attained their initial 1820 paid hours, and then on each subsequent occasion of 1820 paid hours.

36.19 Meal Break

Permanent part-time employees who are required to remain at their work location and work during the lunch break will receive a one half (1/2) hour paid lunch period within the specified hours of work.

36.20 Shift Changes

Where an employee's shift has been changed and the notice of a shift change is less than one (1) week, the Employer shall pay two (2) hours at straight time rates of the employee's regular hourly rate in lieu of the notice.

Inclement Weather

In the event of a part-time employee reporting for work in the ordinary course of his employment and not being able to perform his regular work because of inclement weather, they shall be provided with work for half of their scheduled shift or pay in lieu thereof.

36.21 Bus Passes

Regular part-time employees who have successfully completed their probation period are entitled to a bus pass, during their term of employment under this collective agreement. Should a regular part-time

employee leave the bargaining unit, he/she cease to be eligible for bus pass. In the event a regular part-time employee who has ceased to be eligible for a bus pass and subsequently is re-employed under this collective agreement, said employee's entitlement shall be determined by the terms and conditions of the collective agreement at that time.

36.22 Collective Agreement Variations

The terms and conditions of employment applicable to permanent part-time employees are limited to the clauses referenced in this Article 36.

ARTICLE 37

TEMPORARY EMPLOYEES: FULL-TIME AND PART-TIME (EXTERNAL RECRUITS)

37.1 The specific provisions as set out in this Article of this agreement define the terms and conditions of temporary full-time and/or temporary part-time employees.

37.2 Duration of Temporary Appointments.

- (a) Temporary employees are employed for a period of time not exceeding thirty (30) continuous calendar months in the same position.
- (b) Where the Employer's need for the individual(s) is further assessed and may exceed the defined need in (a) above, the Employer will require the approval of the Union to extend the temporary staffing. Unless the Union agrees to extend the temporary staffing, the employee will be considered a regular employee after the thirty (30) continuous calendar months.

37.3 If a temporary requirement situation becomes an established part of the Employer workforce, the position shall be posted in accordance with clause 14.1.

37.4 Vacation Leave

Vacation entitlements shall be governed by the relevant provisions of the Canada Labour Code.

37.5 Designated Holidays

Effective January 1, 2010 employees are eligible to the General and Designated Holidays defined under clause 11.11. Payment for these holidays will be in accordance with the Canada Labour Code.

- 37.6 If a temporary employee is in a temporary assignment that exceeds eighteen (18) continuous calendar months, the employee shall accumulate sick leave credits at the rate of one and one-quarter (1 $\frac{1}{4}$) days per month retroactive to the beginning of the eighteenth (18th) continuous calendar month. Any unused credits will not be paid out at termination.

ARTICLE 38

UNION/MANAGEMENT CONSULTATION COMMITTEE

- 38.1 A committee known as the Union/Management Consultation Committee shall consist of Director or designate level from each applicable Division, an Employee Services representative and an equal number of representatives from the Union.
- 38.2 It is agreed that the Committee shall be Chaired by representatives of the Union and Labour Relations on rotational basis. On each occasion that the Committee meets the Chair shall have the responsibility of producing the Agenda and previous Meeting's Minutes at least one week prior to the next meeting.
- 38.3 The committee shall meet as soon as possible at the request of either party. It shall meet at least once every two (2) months at a time mutually agreed upon between the parties.
- 38.4 The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties. It is also understood that the parties will not use this Committee to discuss matters relating to a grievance or legal proceeding.

ARTICLE 39

HEALTH AND SAFETY

- 39.1** The Employer and the Union shall endeavor to provide a safe and healthy environment for employees through their Joint Occupational Health and Safety Committee and in accordance with the Canada Labour Code.

ARTICLE 40

GENERAL UNDERSTANDINGS

- 40.1** **No Pyramiding of Terms and Conditions**

Nothing in this agreement is intended to provide for the pyramiding of entitlements, e.g. rates of compensation, benefits, insurance plans etc., except where otherwise expressly stated.

ARTICLE 41

SUMMER STUDENTS AND CO-OP STUDENTS

- 41.1** Summer students rate(s) of pay and other terms and conditions shall be governed by the Employer's employment policies.

Summer students employed by the Employer, who perform the full duties of a position within the scope of the bargaining unit or as part of their Co-op placement are deemed to be members of the Union for the duration of their placement. Such Co-op students shall be deemed to be employed, as applicable, under the temporary full or part-time employee provisions.

ARTICLE 42

JOB EVALUATION AND JOB DESCRIPTIONS

- 42.1** The Employer shall furnish the Union with a copy of approved job descriptions following the implementation of the agreed to job evaluation system applicable to positions within the bargaining unit.

42.2 Job Rating Reviews

An employee may request a review of his/her job/position where there has been a material change to the duties and/or responsibilities, and/or job requirements, or where there is a new and unique permanent or temporary position. Such reviews are not subject to the grievance and arbitration process set out in Articles 26 and 27 but instead are handled in accordance with the Job Rating Review Procedure, which includes the Referee Procedure, as set out in the Manual of Maintenance Procedures of the Joint Job Evaluation / Pay Equity Program.

42.3 Training and Composition of Job Evaluation Rating Committee

As part of the Job Rating process the Employer agrees to provide instruction on the Employer's Job Evaluation Rating process / protocols, to the Union's appointees to the Rating Committee. It is agreed and understood that the Union shall appoint two representatives to the Job Evaluation Rating Committee from the membership of the bargaining unit.

ARTICLE 43

RELIEF INSTRUCTORS

43.1 Seniority – Relief Instructors

Seniority shall be determined by the date the employee is selected for the position. Employees shall accrue seniority on a continuous basis from the date of selection. In the case where a competition has been posted and there are more than one employee selected for the position, seniority will be determined by the date established in their substantive position.

43.2 Assignment of Work

Acting assignments will be offered to qualified Relief Instructors in order of seniority, as appearing on the Relief Instructors seniority listing. The parties recognize the need for all Relief Instructors to maintain their competencies. Accordingly, where operational requirements permit, all Relief Instructors will be assigned a minimum of one (1) Bus Operator training cycle a year.

43.3 The Employer, when assigning work to the Relief Instructors, will provide start date, end date and the anticipated hours of work for the duration of

the acting assignment. Due to the nature of the work, the Employer may from time to time be required to alter hours of work of specific Relief Instructors. Relief Instructors will be provided sufficient notice of an alteration to the hours of work.

43.4 In the event that no qualified Relief Instructor accepts an acting assignment, Relief Instructors will be required to accept this work in reverse order of seniority, unless on authorized leave.

43.5 The standard number of hours of work for a Relief Instructor is forty (40) hours per week.

43.6 All Relief Instructors will be considered as internal applicants for full-time permanent ATU 1760 Instructor positions while they remain on the Relief Instructor eligibility listing.

43.7 Dress Code

Employees will abide by the dress code provided by the Employer as amended from time to time.

43.8 Uniforms

Relief Instructors will be provided with the following uniform entitlement:

Initial Issue:

- 8 white shirts
- 1 reflective vest (to be replaced on an as needed basis)

Subsequent yearly entitlement

- 4 white shirts

Relief Instructors will use their ATU Local 279 point allocation to acquire other clothing items including their winter jacket.

While in the Relief capacity, employees will continue to accrue points in accordance with the ATU Local 279 Collective Agreement.

43.9 Vacation Booking and Notification

Relief Instructors will accrue and book vacation in accordance with their substantive position (Bus Operator) at the general bookings (as identified in the Local 279 Collective Agreement). After each booking, Relief Instructors are required within one week of booking, to provide written

notification of their booked vacation to the Section Manager, Transit Services.

43.10 Split Vacation Days

While acting as a Relief Instructor, all split vacation day requests must be submitted to and approved by the Section Manager, Transit Services.

43.11 Assignment of Overtime

(a) Shift extensions: A Relief Instructor may be requested by the Employer to work up to two (2) hours of overtime to complete a task commenced during his/her regular shift without overtime being offered to other employees.

(b) Overtime: Except as provided in (a) above, overtime opportunities as operationally required will be offered in order of seniority to those Relief Instructors who are qualified in the subject matter after the Instructors overtime rules provided under section 23.5 have been satisfied.

43.12 Pay Progression

Relief Instructors will progress on the pay scale on the basis of 2080 compensated regular hours of work as a Relief Instructor.

43.13 Attendance Incentive

Relief Instructors

Relief Instructors will not be entitled to receive an attendance incentive under both the ATU Local 279 and ATU 1760 collective agreements in any year.

In order to be eligible for the attendance incentive, a Relief Instructor must have been actively at work in the Relief Instructor position for at least ten (10) months of the year.

In order to establish a Relief Instructor's eligibility for the attendance incentive, the employee's attendance for the full calendar year will be taken into consideration.

ARTICLE 44

PURCHASING CARD - CLOTHING

44.1 In January of each year, the Employer will provide each incumbent of the following positions as of January 1 with a purchasing card, or other payment system as it deems appropriate, providing an amount of four hundred and seventy-five dollars (\$475.00). This amount will be spent towards the purchase of work related clothing from a City selected supplier. When choosing this supplier the City will take into account the quality of the clothing and the reasonableness of the prices. The purchasing card or other payment system will be valid for a period of twenty-four (24) months from the date of issue.

- Administration Services Officer
- Attendance Management / Warranty Administrator
- Senior Stores Clerk
- Stores Clerk
- Transfer Printers

ARTICLE 45

PASS AND TICKET AGENTS CLOTHING

45.1 Pass and Ticket Agents will be provided

- a) One (1) winter jacket. Replacement will be issued once every three (3) years;
- b) One (1) pair of winter gloves per winter;
- c) One (1) toque per year.
- d) Effective January 1, 2010 - \$100.00 voucher to be used towards the purchase of one pair of winter boots annually.

The clothing items will be issued on or before January 15 of the applicable years.

ARTICLE 46

INFORMATION / SALES ATTENDANTS CLOTHING

46.1 On or before January 15 of each year, Information / Sales Attendants will be provided with the following clothing entitlement:

- a) Four (4) long sleeve shirts / blouses
- b) Four (4) short sleeve shirts / blouses
- c) Four (4) pairs of pants / skirts
- d) One (1) pair of winter gloves
- e) One (1) toque

It is understood that employees who are provided with uniform items must wear their work apparel at all times during their working hours.

ARTICLE 47

BOOKING AND BIDDING RESTRICTIONS

47.1 Employees on LTD or WSIB will not be permitted to book except as a Spare unless the likely date of their return to work is known.

ARTICLE 48

INSTRUCTORS CLOTHING

48.1 Clothing

Instructors are provided with the following clothing entitlement:

- One (1) reflective vest
- One (1) toque
- One (1) pair of winter gloves
- One (1) 3 in 1 winter jacket under the following conditions:

First Issue: Two (2) weeks prior to an employee being appointed to an Instructor position during the winter months or by October 1, whichever occurs first.

Replacement will be on a needed basis as determined by Management.

Instructors who work during the year shall receive a boot and shoe allowance. The allowance is to be used solely for the purchase of black leather dress shoes or boots which complement the uniform, are not extreme in style, and which can be polished. The purchase of the boots or shoes must be made within 30 days of receipt of the allowance. This allowance will be \$130.00.

NOTE re Implementation of the new 3 in 1 jacket: The new jackets will be available at the same time as the ATU Local 279 new 3 in 1 jacket. In the meantime, no replacement jackets will be issued.

ARTICLE 49

ATTENDANCE INCENTIVE

On a yearly basis, 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 suspension. For periods of absence for a partial day, the absence will be rounded off to the nearest day.

e.g. 1.1 days equals	One (1) day absence
1.5 days equals	Two (2) days absence

The rounding off will not be applicable to 0 days absences.

0.1 days absence equals	One (1) day
-------------------------	-------------

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

For employees who work more than seven (7) hours per day, a day absent will represent the number of hours they were scheduled to work on that day.

ARTICLE 50

BOOKING RULES – INFORMATION / SALES

50.1 Block Booking for Information and Sales

- 1) Block booking is defined as the parceling together of a number of pre-determined shifts within a rotation established by the Employer. The booking remains in effect until the subsequent booking.
- 2) The Employer agrees that it shall conduct at least two (2) bookings per year. A booking will be held in the month of May to cover the period of June to the end of October. A second booking will be held in October to cover the period of November to the end of May.
- 3) The City agrees to submit to the Union the most current information relating to the work shifts and schedules for the booking one (1) week prior to the booking being posted and further agrees to advise the Union of any changes.
- 4) All work shifts and schedules shall be posted at least one (1) week prior to the booking.
- 5) All bookings shall be the responsibility of the official appointed by the City. The Union shall designate one (1) of its representatives to be available during the booking process should one of their members wish to discuss booking related issues. It is understood, that the representative will carry out his/her normal duties on that day in accordance with his/her schedule.
- 6) Employees unable to attend the booking must advise the Management official in charge of the booking and the Union of their selection in writing prior to the booking. Employees who are unable to attend and have not submitted their selection in writing prior to the booking shall be booked by Management and the Union; such booking shall be final.
- 7) Bookings may be held in addition to the twice a year minimum to meet operational requirements.
- 8) There shall be a separate booking for each of the following classifications
 - a. Full-time Senior Information / Sales Attendant
 - b. Full-time Information / Sales Attendants

- 9) Selection of the specific shift rotation during the booking shall be on the basis of seniority applicable to the individual classifications.
- 10) The full-time Information / Sales Attendant Spare position(s) will be booked as part of the regular booking process.
- 11) Unless otherwise specified by the Employer, part-time Spares will not book at the regular booking. Management will offer them work by seniority. Should an insufficient number of part-time Spares accept to work, the most junior part-time Spare(s) will be required to work.
- 12) Booking dates and periods mentioned herein may fluctuate by a few weeks based on operational requirements.

50.2 General / Designated Holiday Booking

- 1) There will be a separate booking for general / designated holidays.
- 2) General / designated holiday bookings will be held at least one month prior to the general / designated holiday.
- 3) When a specific location is open on a general / designated holiday, a holiday booking will take place.
- 4) General / designated holidays will be booked by all Information / Sales Attendants (Seniors, Regulars and Spares together), by seniority provided they have an assigned cash for the location they are booking.
- 5) Should an insufficient number of employees select to work on the general / designated holiday, the most junior employee(s) will be required to work.
- 6) Employees, with the exception of Spares, will not be forced to work a general / designated holiday if it falls on their scheduled day off.

ARTICLE 51

BOOKING RULES – CUSTOMER RELATIONS & INFORMATION

51.1 Block Booking for Customer Relations and Information

- 1) Block booking is defined as the parceling together of a number of pre-determined shifts within a rotation established by the Employer. The booking remains in effect until the subsequent booking.
- 2) The Employer agrees that it shall conduct at least two (2) bookings per year. A booking will be held in the month of February to cover the period of March to the end of August. A second booking will be held in August to cover the period of September to the end of February.
- 3) The City agrees to submit to the Union the most current information relating to the work shifts and schedules for the booking one (1) week prior to the booking being posted and further agrees to advise the Union of any changes.
- 4) All work shifts and schedules shall be posted at least one (1) week prior to the booking.
- 5) All bookings shall be the responsibility of the official appointed by the City. The Union shall designate one (1) of its representatives to be available during the booking process should one of their members wish to discuss booking related issues. It is understood, that the representative will carry out his/her normal duties on that day in accordance with his/her schedule.
- 6) Employees unable to attend the booking must advise the Management official in charge of the booking and the Union of their selection in writing prior to the booking. Employees who are unable to attend and have not submitted their selection in writing prior to the booking shall be booked by Management and the Union; such booking shall be final.
- 7) Bookings may be held in addition to the twice a year minimum to meet operational requirements.
- 8) There shall be a separate booking for each of the following classifications
 - a. Full-time Customer Relation Officers
 - b. Full-time Working Supervisors
 - c. Full-time Information Clerks

- 9) Selection of the specific shift rotation during the booking shall be on the basis of seniority applicable to the individual classifications.
- 10) Unless otherwise specified by the Employer, part-time Information Clerks will not book at the regular booking. Management will offer them work by seniority. Should an insufficient number of part-time Clerks accept to work, the most junior part-time clerk(s) will be required to work.
- 11) Booking dates and periods mentioned herein may fluctuate by a few weeks based on operational requirements.

51.2 General / Designated Holiday Booking

- 1) There will be a separate booking for general / designated holidays.
- 2) General / designated holiday bookings will be held at least one month prior to the general / designated holiday.
- 3) General / designated holiday will be booked separately within each classification area by seniority.
- 4) Should an insufficient number of employees select to work on the general / designated holiday, the most junior employee(s) will be required to work.
- 5) Employees, with the exception of part-time Clerks, will not be forced to work a general / designated holiday if it falls on their scheduled day off.

ARTICLE 52

CALL BACK AND ON CALL

- 52.1 On call compensation shall be defined as compensation received by an employee as a result of the employee being placed on stand-by basis, by the manager or designate, outside the employee's normal work hours.
- i) Any employee placed on call on his/her normal work day shall be entitled to receive one (1) hour pay at straight time for each eight hour period of on call.
 - ii) An employee placed on call during his/her scheduled days of rest or on a statutory/designated holiday shall be entitled to receive three and a half (3 ½) hours pay at straight time for each 12 hour period of on call.

Where an employee is placed on call for a shorter or longer period than the period provided in (i) and (ii) above, the on call pay shall be pro-rated accordingly.

Days for the period of on call compensation shall be defined as the period starting at 00.01 am and ending at midnight unless otherwise agreed by the parties.

The Employer will assign on call responsibilities on a rotational basis between employees holding a similar position within the Branch.

52.2 Call Back Outside Schedule

Call back compensation shall be defined as compensation received by an employee as a result of the employee being called back to work for unscheduled work outside of their regular working hours.

- (a) Where an employee is called back to work by the Employer at any time outside the employee's normal working hours and reports back to the Employer's workplace, the employee shall be paid at the rate of one and one-half (1 ½) hours pay for each hour of overtime worked, or three (3) hours pay at straight time, whichever is greater.
- (b) Where an employee receives phone calls from the Employer outside of their normal working hours and performs work away from the Employer's workplace, the employee shall be paid at time and a half for hours worked with a minimum of thirty (30) minutes pay at straight time, whichever is greater.

52.3 Compensation

Compensation for On Call and Call Back can either be paid in cash or accumulated as compensatory leave credits in accordance with Article 23.3 – Overtime Banks.

SIGNED THIS _____ DAY OF _____ 2016.

THE CITY OF OTTAWA

Mayor

City Clerk

Marg White
Senior Labour Relations Consultant

Sheldon Marcellus
Program Manager, Labour Relations

AMALGAMATED TRANSIT UNION, LOCAL 1760

Jamie Larkin
President/Business Agent

Pat Doherty
Vice-President

Executive Board Member

*** APPENDIX A**

SALARY SCALES

Effective January 1, 2015

	Minimum	Maximum
LEVEL 1		
Annual	\$28,537.60	\$40,478.62
Hourly 35 week	\$15.680	\$22.241
LEVEL 2		
Annual	\$32,958.38	\$46,753.98
Hourly 35 week	\$18.109	\$25.689
LEVEL 3		
Annual	\$34,609.12	\$49,090.86
Hourly 35 week	\$19.016	\$26.973
LEVEL 4		
Annual	\$36,347.22	\$51,546.04
Hourly 35 week	\$19.971	\$28.322
LEVEL 5		
Annual	\$38,156.30	\$54,121.34
Hourly 35 week	\$20.965	\$29.737
LEVEL 6		
Annual	\$40,065.48	\$56,827.68
Hourly 35 week	\$22.014	\$31.224
LEVEL 7		
Annual	\$42,065.66	\$59,670.52
Hourly 35 week	\$23.113	\$32.786
LEVEL 8		
Annual	\$44,169.58	\$62,651.68
Hourly 35 week	\$24.269	\$34.424
LEVEL 9		
Annual	\$46,379.06	\$65,785.72
Hourly 35 week	\$25.483	\$36.146
LEVEL 10		
Annual	\$48,701.38	\$69,074.46

*** APPENDIX A**

SALARY SCALES

Effective January 1, 2015

	Minimum	Maximum
Hourly 35 week	\$26.759	\$37.953
LEVEL 11		
Annual	\$51,134.72	\$72,527.00
Hourly 35 week	\$28.096	\$39.850
LEVEL 12		
Annual	\$53,688.18	\$76,152.44
Hourly 35 week	\$29.499	\$41.842
LEVEL 13		
Annual	\$56,374.50	\$79,959.88
Hourly 35 week	\$30.975	\$43.934
LEVEL 14		
Annual	\$59,195.50	\$83,956.60
Hourly 35 week	\$32.525	\$46.130
LEVEL 15		
Annual	\$62,153.00	\$88,157.16
Hourly 35 week	\$34.150	\$48.438
LEVEL 16		
Annual	\$65,265.20	\$92,561.56
Hourly 35 week	\$35.860	\$50.858
LEVEL 17		
Annual	\$68,521.18	\$97,193.46
Hourly 35 week	\$37.649	\$53.403
LEVEL 18		
Annual	\$71,951.88	\$102,049.22
Hourly 35 week	\$39.534	\$56.071
LEVEL 19		
Annual	\$75,546.38	\$107,152.50
Hourly 35 week	\$41.509	\$58.875

*** APPENDIX A**

SALARY SCALES

Effective January 1, 2016

	Minimum	Maximum
LEVEL 1		
Annual	\$29,109.08	\$41,288.52
Hourly 35 week	\$15.994	\$22.686
LEVEL 2		
Annual	\$33,617.22	\$47,689.46
Hourly 35 week	\$18.471	\$26.203
LEVEL 3		
Annual	\$35,300.72	\$50,071.84
Hourly 35 week	\$19.396	\$27.512
LEVEL 4		
Annual	\$37,073.40	\$52,576.16
Hourly 35 week	\$20.370	\$28.888
LEVEL 5		
Annual	\$38,918.88	\$55,204.24
Hourly 35 week	\$21.384	\$30.332
LEVEL 6		
Annual	\$40,866.28	\$57,963.36
Hourly 35 week	\$22.454	\$31.848
LEVEL 7		
Annual	\$42,906.50	\$60,864.44
Hourly 35 week	\$23.575	\$33.442
LEVEL 8		
Annual	\$45,052.28	\$63,903.84
Hourly 35 week	\$24.754	\$35.112
LEVEL 9		
Annual	\$47,307.26	\$67,101.58
Hourly 35 week	\$25.993	\$36.869
LEVEL 10		
Annual	\$49,675.08	\$70,455.84

*** APPENDIX A**

SALARY SCALES

Effective January 1, 2016

	Minimum	Maximum
Hourly 35 week	\$27.294	\$38.712
LEVEL 11		
Annual	\$52,157.56	\$73,977.54
Hourly 35 week	\$28.658	\$40.647
LEVEL 12		
Annual	\$54,761.98	\$77,675.78
Hourly 35 week	\$30.089	\$42.679
LEVEL 13		
Annual	\$57,502.90	\$81,559.66
Hourly 35 week	\$31.595	\$44.813
LEVEL 14		
Annual	\$60,380.32	\$85,636.46
Hourly 35 week	\$33.176	\$47.053
LEVEL 15		
Annual	\$63,396.06	\$89,920.74
Hourly 35 week	\$34.833	\$49.407
LEVEL 16		
Annual	\$66,570.14	\$94,412.50
Hourly 35 week	\$36.577	\$51.875
LEVEL 17		
Annual	\$69,891.64	\$99,137.22
Hourly 35 week	\$38.402	\$54.471
LEVEL 18		
Annual	\$73,391.50	\$104,089.44
Hourly 35 week	\$40.325	\$57.192
LEVEL 19		
Annual	\$77,056.98	\$109,296.46
Hourly 35 week	\$42.339	\$60.053

*** APPENDIX A**

SALARY SCALES

Effective January 1, 2017

	Minimum	Maximum
LEVEL 1		
Annual	\$29,618.68	\$42,011.06
Hourly 35 week	\$16.274	\$23.083
LEVEL 2		
Annual	\$34,205.08	\$48,524.84
Hourly 35 week	\$18.794	\$26.662
LEVEL 3		
Annual	\$35,917.70	\$50,947.26
Hourly 35 week	\$19.735	\$27.993
LEVEL 4		
Annual	\$37,721.32	\$53,497.08
Hourly 35 week	\$20.726	\$29.394
LEVEL 5		
Annual	\$39,599.56	\$56,170.66
Hourly 35 week	\$21.758	\$30.863
LEVEL 6		
Annual	\$41,581.54	\$58,977.10
Hourly 35 week	\$22.847	\$32.405
LEVEL 7		
Annual	\$43,658.16	\$61,929.14
Hourly 35 week	\$23.988	\$34.027
LEVEL 8		
Annual	\$45,840.34	\$65,021.32
Hourly 35 week	\$25.187	\$35.726
LEVEL 9		
Annual	\$48,135.36	\$68,275.48
Hourly 35 week	\$26.448	\$37.514
LEVEL 10		
Annual	\$50,545.04	\$71,687.98

*** APPENDIX A**

SALARY SCALES

Effective January 1, 2017

	Minimum	Maximum
Hourly 35 week	\$27.772	\$39.389
LEVEL 11		
Annual	\$53,071.20	\$75,271.56
Hourly 35 week	\$29.160	\$41.358
LEVEL 12		
Annual	\$55,721.12	\$79,035.32
Hourly 35 week	\$30.616	\$43.426
LEVEL 13		
Annual	\$58,509.36	\$82,986.54
Hourly 35 week	\$32.148	\$45.597
LEVEL 14		
Annual	\$61,437.74	\$87,134.32
Hourly 35 week	\$33.757	\$47.876
LEVEL 15		
Annual	\$64,506.26	\$91,495.04
Hourly 35 week	\$35.443	\$50.272
LEVEL 16		
Annual	\$67,734.94	\$96,065.06
Hourly 35 week	\$37.217	\$52.783
LEVEL 17		
Annual	\$71,114.68	\$100,871.68
Hourly 35 week	\$39.074	\$55.424
LEVEL 18		
Annual	\$74,676.42	\$105,911.26
Hourly 35 week	\$41.031	\$58.193
LEVEL 19		
Annual	\$78,405.60	\$111,209.28
Hourly 35 week	\$43.080	\$61.104

APPENDIX B

GLOSSARY OF DEFINITIONS

ACTIVE ROLL shall include those employees who are:

- (a) filling an authorized position on the establishment and drawing wages;
- (b) in receipt of Income Protection payments;
- (c) in their first seventeen (17) weeks of WSIB and are deemed employable;
- (d) on authorized vacation;
- (e) on an authorized unpaid Leave of Absence up to twenty (20) working days or equivalent to two (2) full pay periods;
- (f) are on authorized Maternity and/or Parental Leave.

BASIC EARNINGS shall mean the actual remuneration received by an employee by way of wages, calculated by multiplying the employee's pay rate by the normal working hours of an employee.

BASIC HOURLY RATE shall mean the hourly straight time rate of pay for a job classification but shall not include premium payments.

CHECK OFF shall mean the deduction from an employee's pay of union dues.

CITY VEHICLE shall mean any motorized vehicle, which is owned, under lease by, or under the operating control of the City.

CIVIC HOLIDAY shall mean the day observed as a Holiday in the Province of Ontario on the first Monday in the month of August.

CLASSIFY shall mean to designate a group of specific job functions according to operational categories within the City.

CONTINUOUS SERVICE means unbroken service from the employee's last date of hire including authorized leaves of absence as set out below:

No employee shall be deemed to have ceased to be continually employed by reason only of being absent from work on general holidays, on parts of regular working days, or on any leave duly authorized under the provisions of this Agreement or because of layoff lasting not more than 30 calendar days, or because of absence due to an industrial accident under the terms of the Workplace Safety and Insurance Act of Ontario and consistent with the terms of this Agreement.

HOURLY RATE shall mean the straight time hourly rate of compensation affixed to a job classification, presently in effect, through the annual stages of the collective agreement and for which an employee is paid while performing the associated duties of the that classification.

EMPLOYEE shall mean a person on the employment roll of the City of Ottawa.

INACTIVE ROLL shall include those employees:

- who are on authorized Leave of Absence without pay for more than twenty (20) working days;
- who are receiving Long Term Disability payments;
- after having received seventeen (17) weeks of WSIB;

NOTE: Employees in receipt of Long Term Disability payments remain on the Inactive Roll to a maximum period of two (2) years providing they are in receipt of such payments or until they are deemed not re-employable, whichever may occur initially.

LAY-OFF shall mean the temporary cessation of work within a job classification.

LEAVE OF ABSENCE shall mean a defined period of absence without pay of more than twenty (20) continuous working days, which has been authorized in writing. The employee is transferred to the Inactive Roll during such absence. Benefits will be suspended according to the terms of each plan. Vacation service credits and all pay related entitlements would cease. Seniority will be frozen, as at the date of the commencement of the Leave. Employees granted Leave of Absence normally and where possible return to their substantive position held at the date of the Leave commencement.

NORMAL WORKING HOURS shall mean the hours associated with an employment category.

PENSION PLAN shall mean the “Ontario Municipal Employees Retirement System (“OMERS”).

PROMOTION shall mean the advancement of an employee to a higher position/job classification.

RECALL shall mean the calling back to active work of employees who are on lay-off.

REGULAR HOURS shall mean the periods of work within normal working hours.

REGULAR HOURLY RATE shall mean the straight time hourly rate paid to an employee.

SUSPENSION shall mean any period of Employer imposed paid or unpaid absence from work as a disciplinary measure.

TEMPORARY ABSENCE shall mean an unpaid authorized absence not exceeding twenty (20) continuous working days. The employee remains on the Active Roll. Benefit coverage continues and, vacation and service credits will continue to accumulate. The employee's seniority is frozen during the period of a temporary absence.

TERMINATION shall mean the cessation of employment with the City. Such termination may be voluntary or involuntary.

NOTE: The above definitions are provided for purpose of clarification only and do not replace or modify any conditions or clauses as contained in the Collective Agreement.

LETTER OF UNDERSTANDING #1

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

ANNUAL VACATIONS

The Union and the Employer agree that the scheduling of annual vacations shall on a seniority basis, within each of the individual Sections listed below :

- Telephone Centre
- Administration & Customer Service, Para Transpo
- Scheduling, Para Transpo
- Information & Sales (by location)

be subject to the Employer's operational requirements. The process for requesting vacation is as follows:

- (a) Before March 31st of each year, employees shall submit their annual vacation requests for that year, in blocks of full weeks.
- (b) Annual vacation requests submitted following March 31st shall be granted on a first come first serve basis and the granting of such leave shall be subject to the operational needs of the Employer.

Awarded December 10, 2015

LETTER OF UNDERSTANDING #2

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

ALTERNATIVE WORK ARRANGEMENTS

The Employer and the Union agree that the City's Alternative Work Arrangements (AWA) Policy is available to members of the Local 1760 ATU Bargaining Unit.

It is also understood that application for consideration, by any employee, of the various AWA provisions are wholly governed by the Policy, and as such shall not be subject to the grievance / arbitration procedure set forth in the Local 1760 ATU Collective Agreement.

Awarded December 10, 2015

LETTER OF UNDERSTANDING #3

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

REST PERIODS

The Union and the Employer agree that when there is only one Assignment Clerk on duty in the Para Transpo Scheduling Unit, the practice of employees taking multiple “rest breaks” as directed by management, of varying increments to a maximum cumulative total of thirty (30) minutes per employee, per shift, shall continue. It is agreed that this approach represents full compliance with the “Rest Period” clause set out in this agreement.

Awarded December 10, 2015

LETTER OF UNDERSTANDING #4

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

BLOCK BOOKING – PARA TRANSPO

Block Booking for Para Transpo

- 1) **Block Booking is defined as the parceling together of a number of pre-determined shifts within a rotation established by the Employer. The booking remains in effect until the subsequent booking.**
- 2) **The City agrees to submit to the Union the most current information relating to the work shifts and schedules for the booking one (1) week prior to the booking being posted and further agrees to advise the Union of any changes.**
- 3) **All work shifts and schedules shall be posted at least one (1) week prior to the booking.**
- 4) **All bookings shall be the responsibility of the official appointed by the City. The Union shall designate one (1) of its representatives to be available during the booking process should one of their members wish to discuss booking related issues. It is understood, that the representative will carry out his/her normal duties on that day in accordance with his/her schedule.**
- 5) **There shall be a separate booking for each of the following classifications:**
 - i) **Senior Booking Agents**
 - ii) **Booking Agents (1A – 1E)**
 - iii) **Assignment / Schedules**
- 6) **Each shift's duration, within the rotation, shall normally be no less than seven (7) hours, exclusive of the unpaid lunch period set out in the Collective Agreement.**
- 7) **Selection of the specific shift rotation during the booking shall be on the basis of seniority applicable to the individual classifications.**

- 8) The Employer agrees that it shall conduct at least four (4) bookings per year. The booking periods and dates of booking exercised will be approximately as follows, subject to change as set out herein:

Booking Period	Employee Booking Exercise
Fall (September to November)	July
Winter (December to February)	November
Spring (March to May)	February
Summer (June to August)	May

Should the City wish to conduct more than 4 bookings in any given year, it may do so without Union concurrence. The parties must agree in writing to conduct less than 4 bookings in any given year.

- 9) Employees unable to attend the booking must advise the Management official in charge of the booking and the Union of their selection in writing prior to the booking. Employees who are unable to attend and have not submitted their selection in writing prior to the booking shall be booked by Management and the Union; such booking shall be final.
- 10) Bookings may be held in addition to the four (4) bookings a year minimum to meet operational requirements.
- 11) Unless otherwise specified by the Employer, part-time employees will not book at the regular booking. Management will offer them work by seniority. Should an insufficient number of part-time employees accept to work, the most junior part-time employee(s) will be required to work.
- 12) Booking dates and periods mentioned herein may fluctuate by a few weeks based on operational requirements.

General / Designated Holiday Booking

- 1) There will be a separate booking for general / designated holidays.
- 2) General / designated holiday bookings will be held at least one (1) month prior to the general / designated holiday.
- 3) General / designated holidays will be booked separately within each classifications area by seniority.
- 4) Should an insufficient number of employees select to work on the general / designated holiday the most junior employee(s) will be required to work.

- 5) **Employees will not be forced to work a general / designated holiday if it falls on their scheduled day off.**

By mutual agreement the Parties may amend this Letter to address issues of common interest.

Awarded December 10, 2015

LETTER OF UNDERSTANDING #5

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

FORMER SICK LEAVE

It is understood that, some employees in the employ of the former OC Transpo as a term of their employment had accrued sick leave days until January 1981. Effective January 1, 1981 the accruing of sick leave days ceased and the Employer agreed to hold such accrued days in a bank, hereinafter referred to as Terminal Leave (TL) banks. All TL Banks are frozen at the number of days each employee had standing to their credit, minus any of these days, or portion thereof which have been used to top-up a portion their "wage replacement" usage, or had been used as an advance on the retirement or termination of employment payout.

The parties agree that employees who have a bank of TL days, shall be permitted to use such TL banked days under specific circumstances. The circumstances within which the TL Bank may be used are as follows:

- a) Topping up of the two-thirds (2/3's) portion of the Income Protection Plan (IPP) to bring the employee to full salary on those occasions when an employee would be in receipt of 2/3's IPP. On each occasion that an employee's TL bank is accessed for the purpose of this clause the maximum payout eligibility as applicable to the subsequent clauses below, will be reduced by the equal amount of the "top-up" quantum.
- b) On the termination of their employment, by reason of death or retirement without actuarial reduction to their "OC pension" or "OMERS" pension, the employee shall be eligible for a payout from the TL banked days, on the basis of one (1) full day's pay for each full day in the TL bank to a maximum possibility of one-hundred thirty (130) days pay. Such payment shall be based on the hourly rate of pay of their substantive position as at their last day actively on the payroll; or,

- c) **Advance the employee's last day on which they are physically at work, prior to retirement as described in clause b) above, by the number of full days in their TL Bank" capped at a maximum total of one-hundred thirty (130) days.**

- d) on the termination of their employment by reason other than as stipulated in clause b)and or c) above, which shall be equal to the number of full days in their TL Bank, and subject to a) above, capped at a maximum payout of sixty-five (65) day's pay. Such payment shall be based on the hourly rate of pay of their substantive position as at their last day actively on the payroll.**

Awarded December 10, 2015

LETTER OF UNDERSTANDING #6

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

RE: WIND UP OF THE OC TRANSPRO EMPLOYEE PENSION PLAN

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

1. In the event that the amendments to improve the pre-1981 service on the same basis as post 1980 service resulted in the OC Transpo Employee Pension Plan having a solvency deficiency as defined in the Pension benefits Standards Regulations, 1985 as at the date on which any actuarial valuation report is required to be prepared, any such deficit will be handled as follows:
 - a. The City of Ottawa will amortize any deficit over five (5) years, or such longer period, as may be permitted under applicable law.
 - b. Any actuarial gains experienced by the Pension Plan will be first applied to the deficit during the amortization period.
 - c. Any deficit payments made by the City of Ottawa to the Pension Plan will be carried forward as a plan expense at an interest rate equivalent to the greater of the pension fund rate of return and [a CANSIM long-term bond rate to be agreed by the parties] in effect at the beginning of each month commencing from the deficit payment date. The City of Ottawa's entitlement to be paid the accumulated amount of the deficit payments plus interest will be the first call on any surplus in the event of the wind-up of the Pension Plan.
2. Subject to the requirements of applicable law, on the wind up of the Pension Plan, the portion of the wind up surplus attributable to the liabilities of those Pension Plan members who were members of ATU, Local 1760, if any, shall be subject to the City of Ottawa's entitlement set out in paragraph 1 (c). Any remaining surplus shall be divided in accordance with the terms of the Pension Plan.

Awarded December 10, 2015

LETTER OF UNDERSTANDING #7

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

PART-TIME EMPLOYEES – PAY IN ARREARS

The parties hereby agree, to allow part-time employees who will be issued a pay advance by the City as a result of a pay schedule change to pay back such monies utilizing one of the following options.

- a) A minimum bi-weekly payment of ten (\$10.00) dollars.

The amount of monies paid utilizing this method will be deducted from the individual monies owing to the Employer and only the amount outstanding on the employee's date of termination / resignation / retirement will be deducted from their final pay.

- b) A deduction of the full amount from the last pay owed to the employee following termination, resignation or retirement.

or

A deduction of the full amount from the employee's pay should the employee be permanently appointed to a full-time position,

whichever occurs first.

Following termination, resignation or retirement, should the employee's last pay be insufficient to pay back the amount outstanding, it understood the monies owed will be recovered.

Awarded December 10, 2015

LETTER OF UNDERSTANDING #8

**BETWEEN
CITY OF OTTAWA**

AND

AMALGAMATED TRANSIT UNION LOCAL 1760

EXPEDITED MEDIATION ARBITRATION PROCESS

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

Awarded December 10, 2015

IN THE MATTER OF AN INTEREST ARBITRATION

B e t w e e n:

CITY OF OTTAWA

(the “City”)

- and -

AMALGAMATED TRANSIT UNION, LOCAL 1760

(the “Union”)

and in the matter of the renewal of two collective agreements that expired on December 31, 2014.

Russell Goodfellow – Chair
Kathryn Butler-Malette – City Nominee
Joe Herbert – Union Nominee

APPEARANCES FOR THE CITY:

Steve McCardy, counsel
Charmaine Williams, Program Manager, Customer Service Modernization, Transit Services
Marg White, Labour Relations Consultant
Sheldon Marcellus, Program Manager, Labour Relations

APPEARANCES FOR THE UNION:

John McLuckie, counsel
Frances Middleton, counsel
Jamie Larkin, President, ATU, Local 1760
Pat Doherty, Vice President ATU, Local 1760

A hearing was held on November 16, 2015.

AWARD

This award concerns the renewal of two collective agreements at OC Transpo.

In separate bargaining units, the Union represents approximately 260 administrative supervisors and support employees. The agreements contain some similar terms and conditions of employment and common expiry dates of December 31, 2014.

The parties were able to agree on a number of matters in bargaining, including the term of the renewal agreements. The agreements will operate for three years, expiring December 31, 2017.

The parties referred the issues upon which they were unable to agree to us for arbitration.

Having met with the parties and having considered their oral and written submissions, the Board hereby awards as follows:

1. The renewal agreements shall include all unamended provisions of the expired agreements together with any and all amendments agreed upon between the parties.
2. Articles 11.2/46.1 shall be amended to increase the parental leave top-up from ten weeks to 12 weeks.

3. Articles 11.10/28.1 shall be amended to reduce the minimum service entitlements for three weeks of vacation from less than seven years to less than five years and to four weeks of vacation from seven years to five years.
4. Articles 12/32, dealing with the Income Protection Plan, shall be amended to remove the following words, “who have completed three (3) months of continuous service and”, and to provide for one full week of salary for employees with less than three months of service.
5. Article 36.8 of the support employees’ agreement, dealing with vacation entitlements for part-time employees, shall be amended to substitute the following “Table of Vacation Entitlement” for the present “Vacation Leave”:

Less than 7 yrs – 6%
7 but less than 16 yrs – 8%
16 but less than 22 yrs – 10%
22 but less than 30 yrs – 12%
30 yrs or more – 14%

6. The drug benefit plan in both agreements shall be amended to provide coverage for: “Drugs legally requiring a prescription, plus certain life sustaining drugs that do not legally require a prescription. Generic substitution (unless doctor specifies no substitution).”

7. The paramedical coverage provisions in both agreements shall be amended to delete the existing references and amounts for specific paramedical services and to replace them with a yearly maximum of \$1,250.00 for any and all of the same paramedical services, taken together.
8. The dental plan benefit in both agreements shall be amended to provide for 25% of the premium cost to be paid by active employees but not retirees.
9. The following wage increases shall take effect and, in the case of the first increase, shall be retroactive to, the following dates: January 1, 2015 - 2%; January 1, 2016, - 2%; January 1, 2017 - 1.75%.

Any proposals made by either party not addressed above are rejected.

Unless otherwise specified above or below, all changes to the agreements shall take effect as of the date of this award.

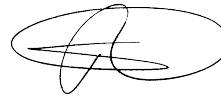
The changes to the benefits referred to in paragraphs 6, 7 & 8 above shall be made effective as soon as possible under the terms of the City's group insurance plan.

The retroactive payments parties referred to in paragraph 9 shall be made separately within 60 days of today's date.

The parties are hereby directed to enter into collective agreements giving effect to the foregoing forthwith.

The Board will remain seized with respect to the interpretation and implementation of this award and to correct any inadvertent errors or omissions.

DATED this 10th day of December 2015.



Russell Goodfellow – Chair

“Kathryn Butler-Malette”
City Nominee

“Joe Herbert”
Union Nominee