

# **COLLECTIVE AGREEMENT**

**between**

**Amalgamated Transit Union, Local 1760**

**and**

**The City of Ottawa**



*Ratified by the Employer: May 11, 2005  
Effective: April 1, 2001 to December 31, 2005*

*(Une version française est disponible au Bureau des Services aux employés, Relations de travail)*

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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:

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 positions, development and implementation of 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

- a) 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.
- b) 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.
- c) The Employer further agrees to supply the Union with the names, addresses and phone numbers of each new employee engaged and update such information as soon as is administratively practical following receipt of the information.

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.

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.
  - c) 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.

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.

ARTICLE 3

**RENEWAL AND TERMINATION OF AGREEMENT**

- 3.1 This Agreement, except as otherwise provided, shall be in effect from the 1<sup>st</sup> day of April, 2001 to the 31<sup>st</sup> day of December, 2005 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 31<sup>st</sup> day of December 2005, notice in writing shall be given to the other party not later than the 1<sup>st</sup> day of October 2005.



## 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 the 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.

c) 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.

d) 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 (N/A PT- Temp – Casuals)

The provisions of this clause do not apply to temporary "full-time", "temporary part-time" or "casual" employees.

a) Lay-off Recall (VL & OT 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 30 days prior to a lay-off. Such notification shall be sent to the Union and shall contain the employee's name, seniority points, service date, classification and Branch.

7.2 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.

7.3 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.

7.4 Non-Entitlement to Recall (Probationary Period)

Probationary employees do not possess recall rights under this agreement.,

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

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

7.6 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.

7.7 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.

7.8 Bumping

In the event an employee is not placed in accordance with clause 7.7 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 unit, failing such, next within the employee's division, next within the employee's branch.

7.9 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 7.8 above, and provided they possess the required knowledge, demonstrated ability and qualifications to do the job.

ARTICLE 8

RECALL

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 employee shall serve a probationary period of twelve (12) consecutive calendar months.

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. It is agreed and understood that individual employees' seniority shall be established as at the 2<sup>nd</sup> day of April, 2005, on a go forward basis, in consultation between the Union and the Employer, subject to the stipulations set out in Letter of Understanding # 1 "Initial Seniority Review Appeal".

## 10.2 Seniority - Accrual

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

- a) when they are actively at work and in receipt of a bi-weekly salary;
- b) off the payroll due to an authorized lay-off of twelve (12) months or less, and continues dues equivalent remittances to the Union over the same period;
- c) 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) off the payroll due to non-occupational illness or injury and is receipt of IPP;
- e) off the payroll on a leave of absence, in accordance with clause 11.3 (b); and or clause 11.3 (c);
- f) has not accepted a permanent placement within the scope of another bargaining unit of the Employer, or has not accepted permanent employment with another Employer;
- g) 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 ten (10) 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 Program Manager, Staffing & Client Relations.

#### 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 three (3) 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 Director, Employee 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 Director of Employee Services, 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 four (4) 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; or grandchild, a maximum of three (3) working days up to and including the day of the funeral.
- iii) Upon the death of the employee's son-in-law and daughter-in-law a maximum of two (2) working days.

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) Subpoenae – 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 subpoenae arises out of employment performance.

ii) Subpoenae - 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, 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 accrue 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

Completed Years of Service	Weeks of Vacation
Less than 8 years	3 (1.25 days / month)
8 years, but less than 17 years	4 (1.667 days / month)
17 years, but less than 24 years	5 (2.083 days / month)
24 years, but less than 30 years	6 (2.50 days / month)
30 years or more	7 (2.916 days / month)

a) Scheduling of Leave

An employee earns, but is not entitled to receive vacation leave with pay during their probationary period. 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) 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.

c) 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.

d) Carry Over of Vacation Leave

Subject to clause 11.10 e) 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.

e) Use of Excess

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

f) Recovering on 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.

g) 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.

h) 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 1<sup>st</sup> day of the fourth month, the claimant will cease to accrue vacation leave credits.
- iv) An employee returning from LTD or full WSI 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 WSI benefits. The cumulative total shall be inclusive of any vacation leave standing to their credit pre the commencement of LTD or WSI benefits.

i) 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 WSI / 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.

11.11 General or Designated Holidays

The following are general statutory holidays:

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

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 Statutory and Declared 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.

## ARTICLE 12

### INCOME PROTECTION

#### 12.1 Income Protection Plan

All permanent full-time employees who have completed three (3) months of continuous service and 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 Levels</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 Employee Health and Wellness. 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 the Employee Health and Wellness, by the 7<sup>th</sup> working day of absence.
- b) A satisfactorily completed application shall include a medical certificate signed by a licensed physician and containing a complete prognosis and identification of restrictions, must be submitted to the Health and Wellness Unit for each claim of four (4) or more consecutive working days or when requested by the Employee Health and Wellness.
- c) In the event an illness is recurring and or lasts longer than ten (10) working days, Employee Health and Wellness may request monthly or as deemed necessary, medical certificates containing prognosis, progress of the claim and expected date of return to work.
- d) In any instance in which the employee is unable to arrange for medical treatment or a personal physician is not available, the employee may contact Employee Health and Wellness and request their assistance in arranging for alternative medical attention.
- e) 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.
- f) 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.
- g) 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.

## NOTES

- 12.7 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, and is unable to provide medical documentation in a timely manner to support the earlier return, the employee must seek approval of the Employee Health and Wellness prior to returning. Otherwise the supervisor shall not be authorized to allow that employee 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.

Because of the confidential nature of medical certificates, the certificate may be placed in a sealed envelope marked confidential to be opened by Employee Health and Wellness, and attached to the application form, or the certificate may be forwarded directly to Employee Health and Wellness.

#### 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.

- a) 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 12.19, are not considered to have satisfied the conditions of clause 12.18

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.

#### 13.2 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 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 14

### **PROMOTIONS / TRANSFERS**

#### 14.1 Posting of Full-Time Vacancies

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

#### 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 Posting of Extended Backfills

Whenever a job vacancy occurs due to: a temporary absence, vacation, extended period of illness or for any other cause which lasts more than one (1) year, the position shall be posted in accordance with the terms of Article 14.

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, and 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 of a licensed physician attesting to 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 (3<sup>d</sup>) 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 "C" 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 at the salary rate next higher to the rate they received prior to their promotion, provided that their salary rate represents a minimum of 103% (if one (1) salary level higher) or 105% (if two (2) or more salary levels higher) 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 / Bonus Pay (Effective December 31, 2005)

Employees at or above the maximum of their classification, for at least one full year (12 months), shall on December 31st of each year be eligible for a performance bonus where in the opinion of the Employer, the employee's performance so warrants. This bonus shall not be less than 2% but not greater than 7% of the eligible employee's annual rate of pay and it shall be paid in a lump sum.

A performance bonus does not form part of an employee's base rate but is re-earnable in each year. Performance bonuses are also pensionable earnings.

19.9 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.

- 19.10 Through review of its appraisal system the Employer may from time to time modify or improve the system, to ensure its continuing effectiveness.

## 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, said employee will be eligible for any negotiated increases in the first three (3) years of the four (4) year period specifically referred to in this Article. Should the employee's salary continue to be in excess of the re-classified position, they shall be eligible for half (1/2) the negotiated increases in the fourth (4<sup>th</sup>) year, as referred to in this Article.

## 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.

## 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 statutory / 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 # 5 appended to this agreement.

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

the employee shall be paid an overtime rate of one and one half (1 ½) times their hourly rate for all overtime hours worked and, they shall be granted an alternate day off, by mutual agreement with the employee, with pay within 30 calendar days of the holiday having occurred.

### 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 five (5) working days. Additional hours may not be added until the bank's sum is reduced below five (5) working days. Overtime banks may not be carried over from one calendar year to the next calendar year.

## ARTICLE 24

### **PREMIUM PAY – WORK ON SUNDAY**

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

## ARTICLE 25

### **ACTING APPOINTMENTS**

#### 25.1 Acting Appointments

Employees assigned by their Manager or designate 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 six (6) continuous weeks. If the acting assignment is of more than six (6) continuous weeks, 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 Article 25 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 at least 103% of the employee's present normal salary, if the acting assignment is one (1) salary level higher: or 105% if two (2) or more salary levels higher.

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.

#### 25.6 Back Fill Acting Assignments

- a) Any vacancy needed to be "back-filled" as a result of an acting assignment may be filled in accordance with clause 8.1. In the event that an employee on Lay-off is re-called to the back-fill, on expiry of the back-fill the re-called employee shall return to the lay-off status. The employee shall be paid acting pay from the first (1<sup>st</sup>) day of such assignment.
- b) It is expressly understood and agreed that where there are no qualified employees on Lay-off, the position may be filled with a temporary employee for the term of the replacement situation.

If the replacement situation requires one or more employees to be acting in a position for more than one (1) year, the Employer will consult with the Union to determine whether or not the acting assignment(s) and or temporary employee should be extended.

## 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, 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 Director or their designate, shall meet to discuss the grievance. If a settlement satisfactory to the Union is not reached within fourteen (14) calendar days of the meeting, or a time frame mutually agreed upon, the Union may advance the grievance to Step 3.

#### **Step 3:**

The Union, the grievor and Labour Relations 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 Labour Relations, of its intention to proceed with, or withdraw the grievance. Failure to provide written confirmation shall result in the grievance being abandoned.

## ARTICLE 27

### **RIGHTS ARBITRATION**

- 27.1 Upon receipt by the Director, Employee Services 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 3<sup>rd</sup> 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. 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.

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.

- 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 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.

## 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 under 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 65<sup>th</sup> 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 \$100.00 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

#### 36.6 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. It is agreed and understood that individual employees' seniority shall be established as at the 2<sup>nd</sup> day of April, 2005, on a go forward basis, in consultation between the Union and the Employer, subject to the stipulations set out in Letter of Understanding # 1 "Initial Seniority Review Appeal".
- b) The seniority calculation for part-time employees shall be based on the accrual of five points for every seven (7) hours worked, to a maximum of 1825 points in a calendar year.
- 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 points 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.

#### 36.7 Grievance / Rights Arbitration

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

#### 36.8 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.

### 36.9 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 eight (8) years' continuous service to be paid 6%.
  - (ii) Employees with eight (8) but less than seventeen (17) years' continuous service to be paid 8%.
  - (iii) Employees with seventeen (17) but less than twenty-four (24) years' continuous service to be paid 10%.
  - (iv) Employees with twenty-four (24) but less than 30 years' continuous service to be paid 12%.
- 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.

### 36.10 Bereavement Leave

- a) The Employer shall grant leave of absence with full pay of up to four (4) working days (providing the employee has been scheduled to work and providing 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, 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, (providing the employee has been scheduled to work and providing 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.

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 Employer shall grant a leave of absence with full pay of three (2) working days, (providing the employee has been scheduled to work and providing the days fall within a seven (7) calendar day period following the death) to any employee on the following basis:
  - i) Death of son-in-law; daughter-in-law.

#### 36.11 Maternity Leave

A permanent part-time employee,

Subject to the applicable provisions of the Canada Labour Code, an 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.

#### 36.12 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.

36.13 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.

36.14 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.

36.15 Pension Plan

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

36.16 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.

36.17 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.



36.18 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.

36.19 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.

36.20 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 pas 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.

36.21 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**

37.1 Defined as normally employed for a specified period of time, usually not exceeding twelve (12) months.

37.2 The specific provisions as set out in Article 37 of this agreement-define the terms and conditions of temporary full time and or temporary part-time employees.

- 37.3 Temporary full or part-time employees are normally employed for a specified period of time, usually not exceeding twelve (12) months.
- 37.4 If the Employer believes that a temporary requirement will last more than twelve (12) months, it will be posted as a temporary position and filled in accordance with Article 14.6 except in the case of pregnancy/parental leave.
- 37.5 If a temporary requirement which was believed to last twelve (12) or less months, exceeds twelve months a meeting/discussion shall take place between the Employee Services Branch, the hiring department and the Union to determine whether or not the opening should now be posted and filled in accordance with Article 14.
- 37.6 If a temporary requirement situation becomes an established part of the Employer workforce, the position shall be posted in accordance with clause 14.1.

37.7 Probationary Period

A temporary employee successful in competing for a permanent full or part-time position shall be required to serve a probation period of one (1) year from the date of placement into the regular position.

37.8 Vacation Leave

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

37.9 Collective Agreement Variations

The terms and conditions of employment applicable to temporary full-time and temporary part-time employees are limited to the clauses set out in this Article 37.

A temporary employee who has won a permanent full-time or permanent part-time position shall be required to serve the probationary period in accordance with applicable permanent full-time or part-time provisions of this agreement

## 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 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.

40.2 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.

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.

- 40.3 It is understood that an employee of the City of Ottawa shall serve only one (1) probationary period during their employment with the Employer.

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.

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

**SIGNED, SEALED AND DELIVERED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ 2005.

**THE CITY OF OTTAWA**

\_\_\_\_\_  
Mayor

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

**AMALGAMATED TRANSIST UNION, LOCAL 1760**

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## APPENDIX 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, excluding: supervisors; persons above the rank of supervisor; employees covered by other bargaining units employed by the City of Ottawa; and includes, but not limited to employees specified in this Appendix of this agreement.

#### **Position Title**

Accountant, General Ledger

Accounts Payable / Receivable Administrator

Admin Services Officer EQP

Administration Secretary Transit Ops

Administrative Assistant

Administrator Pass and Ticket Operations

Administrative Records Clerk

Administrator Charter Operations

APC Analyst

APC Hardware Technician

APC Technologist

Assignment Clerk, Para

Assistant Coordinator, Auto Info. Services

Attendant Storage Clerk

Booking Agent, Para

Booking Agent, Part-time

**Position Title**

Booking Clerk (Part-time), Para

Booking Officer

Business Support Analyst

Business Project Coordinator (EcoPass)

Cartographer

Cash Clerk 2

Cash Clerk

Contract Supervisor, Light Rail

Coordinator, On Street Info

Cost Analyst

Customer Relations Officer

Duplicating Operator

Graphic Designer

ID Clerk / Pass & Ticket

Information Sales Attendant

Information Clerk I (P/T)

Information Clerk II

Information Sales Attendant

Instructor

Materials Administrator, CORP Serv.

Operational System Planner

Pass & Ticket Agent

**Position Title**

Project Clerk, RPAM

Planning Analyst

Planning Technician – 560

Planning Technician - -AVLC/COBA

Point of Sale Business Coordinator

Project Coordinator

Relief Assignment Clerk

Instructor 1 (Relief)

Revenue Accountant, FSU

Scheduler, Interline

Scheduler, Para

Scheduling Coordinator - Bus Runs & School Times

Secretary 1

Secretary 2

Secretary 3

Secretary 3, RPAM

Secretary 3

Senior Booking Agent, Para

Senior Cash Clerk 1A

Senior Information Sales Attendant

Senior Network Support Specialist

Senior Pass & Ticket Agent



**Position Title**

Senior Scheduler

Senior Stores Clerk, Corp Serv

Senior Timekeeper

Service Investigation Officer

Staff Relations Administrator - TOP

Technical Support Analyst

Transit Planning Tech

Transit Scheduler Interline

Transit Service Analyst

Word Processing Operator / Junior Secretary

Working Supervisor, Customer Relations

## APPENDIX B

### **EXCLUSIONS FROM SCOPE**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer employed in Transit Operations, excluding: supervisors; persons above the rank of supervisor; employees covered by other bargaining units employed by the City of Ottawa; and including employees covered by this Appendix:

All persons employed in the Offices of the Mayor, Councillors and City Manager;

All persons employed in the Employee Services Branch;

One Administrative Assistant for each Deputy City Manager and one for each Director;

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;

Members of all other bargaining units at the City of Ottawa;

All Volunteers;

Any other persons excluded under the provisions of the Canada Industrial Relations Board.

## APPENDIX C

### **SALARY SCALES**

*Effective January 1, 2002*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 1</b>		
Annual	\$20,651.54	\$29,292.90
Hourly 35 week	\$11.347	\$16.095
<b>LEVEL 2</b>		
Annual	\$23,852.92	\$33,833.80
Hourly 35 week	\$13.106	\$18.590
<b>LEVEL 3</b>		
Annual	\$25,045.02	\$35,522.76
Hourly 35 week	\$13.761	\$19.518
<b>LEVEL 4</b>		
Annual	\$26,299.00	\$37,302.72
Hourly 35 week	\$14.450	\$20.496
<b>LEVEL 5</b>		
Annual	\$27,613.04	\$39,166.40
Hourly 35 week	\$15.172	\$21.520
<b>LEVEL 6</b>		
Annual	\$28,992.60	\$41,124.72
Hourly 35 week	\$15.930	\$22.596
<b>LEVEL 7</b>		
Annual	\$30,443.14	\$43,179.50
Hourly 35 week	\$16.727	\$23.725
<b>LEVEL 8</b>		
Annual	\$31,964.66	\$45,339.84
Hourly 35 week	\$17.563	\$24.912
<b>LEVEL 9</b>		
Annual	\$33,564.44	\$47,605.74
Hourly 35 week	\$18.442	\$26.157
<b>LEVEL 10</b>		
Annual	\$35,242.48	\$49,986.30
Hourly 35 week	\$19.364	\$27.465

APPENDIX C

**SALARY SCALES**

*Effective January 1, 2002*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 11</b>		
Annual	\$37,004.24	\$52,486.98
Hourly 35 week	\$20.332	\$28.839
<b>LEVEL 12</b>		
Annual	\$38,853.36	\$55,109.60
Hourly 35 week	\$21.348	\$30.280
<b>LEVEL 13</b>		
Annual	\$40,797.12	\$57,866.90
Hourly 35 week	\$22.416	\$31.795
<b>LEVEL 14</b>		
Annual	\$42,837.34	\$60,757.06
Hourly 35 week	\$23.537	\$33.383
<b>LEVEL 15</b>		
Annual	\$44,977.66	\$63,796.46
Hourly 35 week	\$24.713	\$35.053
<b>LEVEL 16</b>		
Annual	\$47,229.00	\$66,986.92
Hourly 35 week	\$25.950	\$36.806
<b>LEVEL 17</b>		
Annual	\$49,587.72	\$70,335.72
Hourly 35 week	\$27.246	\$38.646
<b>LEVEL 18</b>		
Annual	\$52,068.38	\$73,851.96
Hourly 35 week	\$28.609	\$40.578
<b>LEVEL 19</b>		
Annual	\$54,670.98	\$77,544.74
Hourly 35 week	\$30.039	\$42.607

APPENDIX C

**SALARY SCALES**

*Effective January 1, 2003*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 1</b>		
Annual	\$21,270.34	\$30,171.96
Hourly 35 week	\$11.687	\$16.578
<b>LEVEL 2</b>		
Annual	\$24,568.18	\$34,849.36
Hourly 35 week	\$13.499	\$19.148
<b>LEVEL 3</b>		
Annual	\$25,796.68	\$36,589.28
Hourly 35 week	\$14.174	\$20.104
<b>LEVEL 4</b>		
Annual	\$27,088.88	\$38,422.02
Hourly 35 week	\$14.884	\$21.111
<b>LEVEL 5</b>		
Annual	\$28,441.14	\$40,342.12
Hourly 35 week	\$15.627	\$22.166
<b>LEVEL 6</b>		
Annual	\$29,862.56	\$42,358.68
Hourly 35 week	\$16.408	\$23.274
<b>LEVEL 7</b>		
Annual	\$31,356.78	\$44,475.34
Hourly 35 week	\$17.229	\$24.437
<b>LEVEL 8</b>		
Annual	\$32,923.80	\$46,699.38
Hourly 35 week	\$18.090	\$25.659
<b>LEVEL 9</b>		
Annual	\$34,570.90	\$49,034.44
Hourly 35 week	\$18.995	\$26.942
<b>LEVEL 10</b>		
Annual	\$36,299.90	\$51,485.98
Hourly 35 week	\$19.945	\$28.289

APPENDIX C

**SALARY SCALES**

*Effective January 1, 2003*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 11</b>		
Annual	\$38,114.44	\$54,061.28
Hourly 35 week	\$20.942	\$29.704
<b>LEVEL 12</b>		
Annual	\$40,018.16	\$56,762.16
Hourly 35 week	\$21.988	\$31.188
<b>LEVEL 13</b>		
Annual	\$42,020.16	\$59,603.18
Hourly 35 week	\$23.088	\$32.749
<b>LEVEL 14</b>		
Annual	\$44,122.26	\$62,578.88
Hourly 35 week	\$24.243	\$34.384
<b>LEVEL 15</b>		
Annual	\$46,326.28	\$65,711.10
Hourly 35 week	\$25.454	\$36.105
<b>LEVEL 16</b>		
Annual	\$48,646.78	\$68,996.20
Hourly 35 week	\$26.729	\$37.910
<b>LEVEL 17</b>		
Annual	\$51,074.66	\$72,445.10
Hourly 35 week	\$28.063	\$39.805
<b>LEVEL 18</b>		
Annual	\$53,629.94	\$76,066.90
Hourly 35 week	\$29.467	\$41.795
<b>LEVEL 19</b>		
Annual	\$56,310.80	\$79,870.70
Hourly 35 week	\$30.940	\$43.885

## APPENDIX C

### **SALARY SCALES**

*Effective January 1, 2004*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 1</b>		
Annual	\$21,909.16	\$31,076.50
Hourly 35 week	\$12.038	\$17.075
<b>LEVEL 2</b>		
Annual	\$25,305.28	\$35,894.04
Hourly 35 week	\$13.904	\$19.722
<b>LEVEL 3</b>		
Annual	\$26,570.18	\$37,686.74
Hourly 35 week	\$14.599	\$20.707
<b>LEVEL 4</b>		
Annual	\$27,902.42	\$39,574.08
Hourly 35 week	\$15.331	\$21.744
<b>LEVEL 5</b>		
Annual	\$29,294.72	\$41,552.42
Hourly 35 week	\$16.096	\$22.831
<b>LEVEL 6</b>		
Annual	\$30,758.00	\$43,629.04
Hourly 35 week	\$16.900	\$23.972
<b>LEVEL 7</b>		
Annual	\$32,297.72	\$45,809.40
Hourly 35 week	\$17.746	\$25.170
<b>LEVEL 8</b>		
Annual	\$33,912.06	\$48,100.78
Hourly 35 week	\$18.633	\$26.429
<b>LEVEL 9</b>		
Annual	\$35,608.30	\$50,505.00
Hourly 35 week	\$19.565	\$27.750
<b>LEVEL 10</b>		
Annual	\$37,388.26	\$53,031.16
Hourly 35 week	\$20.543	\$29.138

APPENDIX C

**SALARY SCALES**

*Effective January 1, 2004*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 11</b>		
Annual	\$39,257.40	\$55,682.90
Hourly 35 week	\$21.570	\$30.595
<b>LEVEL 12</b>		
Annual	\$41,219.36	\$58,465.68
Hourly 35 week	\$22.648	\$32.124
<b>LEVEL 13</b>		
Annual	\$43,281.42	\$61,390.42
Hourly 35 week	\$23.781	\$33.731
<b>LEVEL 14</b>		
Annual	\$45,445.40	\$64,457.12
Hourly 35 week	\$24.970	\$35.416
<b>LEVEL 15</b>		
Annual	\$47,716.76	\$67,682.16
Hourly 35 week	\$26.218	\$37.188
<b>LEVEL 16</b>		
Annual	\$50,106.42	\$71,065.54
Hourly 35 week	\$27.531	\$39.047
<b>LEVEL 17</b>		
Annual	\$52,607.10	\$74,618.18
Hourly 35 week	\$28.905	\$40.999
<b>LEVEL 18</b>		
Annual	\$55,238.82	\$78,349.18
Hourly 35 week	\$30.351	\$43.049
<b>LEVEL 19</b>		
Annual	\$57,999.76	\$82,267.64
Hourly 35 week	\$31.868	\$45.202



## APPENDIX C

### **SALARY SCALES**

*Effective January 1, 2005*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 1</b>		
Annual	\$22,391.16	\$31,760.18
Hourly 35 week	\$12.303	\$17.451
<b>LEVEL 2</b>		
Annual	\$25,862.00	\$36,683.71
Hourly 35 week	\$14.210	\$20.156
<b>LEVEL 3</b>		
Annual	\$27,154.72	\$38,515.85
Hourly 35 week	\$14.920	\$21.163
<b>LEVEL 4</b>		
Annual	\$28,516.27	\$40,444.71
Hourly 35 week	\$15.668	\$22.222
<b>LEVEL 5</b>		
Annual	\$29,939.20	\$42,466.57
Hourly 35 week	\$16.450	\$23.333
<b>LEVEL 6</b>		
Annual	\$31,434.68	\$44,588.88
Hourly 35 week	\$17.272	\$24.499
<b>LEVEL 7</b>		
Annual	\$33,008.27	\$46,817.21
Hourly 35 week	\$18.136	\$25.724
<b>LEVEL 8</b>		
Annual	\$34,658.13	\$49,159.00
Hourly 35 week	\$19.043	\$27.010
<b>LEVEL 9</b>		
Annual	\$36,391.68	\$51,616.11
Hourly 35 week	\$19.995	\$28.361
<b>LEVEL 10</b>		
Annual	\$38,210.80	\$54,197.85
Hourly 35 week	\$20.995	\$29.779

APPENDIX C

**SALARY SCALES**

*Effective January 1, 2005*

	<b>Minimum</b>	<b>Maximum</b>
<b>LEVEL 11</b>		
Annual	\$40,121.06	\$56,907.92
Hourly 35 week	\$22.045	\$31.268
<b>LEVEL 12</b>		
Annual	\$42,126.19	\$59,751.92
Hourly 35 week	\$23.146	\$32.831
<b>LEVEL 13</b>		
Annual	\$44,233.61	\$62,741.01
Hourly 35 week	\$24.304	\$34.473
<b>LEVEL 14</b>		
Annual	\$46,445.20	\$65,875.18
Hourly 35 week	\$25.519	\$36.195
<b>LEVEL 15</b>		
Annual	\$48,766.53	\$69,171.17
Hourly 35 week	\$26.795	\$38.006
<b>LEVEL 16</b>		
Annual	\$51,208.76	\$72,628.98
Hourly 35 week	\$28.137	\$39.906
<b>LEVEL 17</b>		
Annual	\$53,764.46	\$76,259.78
Hourly 35 week	\$29.541	\$41.901
<b>LEVEL 18</b>		
Annual	\$56,454.07	\$80,072.86
Hourly 35 week	\$31.019	\$43.996
<b>LEVEL 19</b>		
Annual	\$59,275.75	\$84,077.53
Hourly 35 week	\$32.569	\$46.196

## APPENDIX D

### **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 statutory 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**

**Initial Seniority Review Appeal**

Dated in Ottawa, Ontario this 25<sup>th</sup> day of February, 2005.

*"original signed by Randy Graham"*

\_\_\_\_\_  
For the Union

*"original signed by Rob Kirwan"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN  
CITY OF OTTAWA**

**AND**

**AMALGAMATED TRANSIT UNION LOCAL 1760**

**Shift Booking**

The Union and the Employer agree that the Booking of Shifts, within the individual Sections listed below:

- Telephone Centre
- Administration & Customer Service, Para Transpo
- Scheduling, Para Transpo
- Information & Sales

shall continue to follow the booking cycles, shift and/or posting selections established by practice which incorporates seniority for each of the Sections listed above, subject to the Employer's service level and/or overtime requirements for each Work Unit and/or Section.

It is further agreed that alterations to the established cycles, shift and/or posting selection process within any of the Work Units or Section may be altered, during the life of the collective agreement by mutual agreement of the Parties.

Dated in Ottawa, Ontario this 25<sup>h</sup> day of February, 2005.

*"original signed by Randy Graham"*

\_\_\_\_\_  
For the Union

*"original signed by Rob Kirwan"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #3

**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

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

- i) Before March 31<sup>st</sup> of each year, employees shall submit their annual vacation requests for that year, in blocks of full weeks.
- ii) Annual vacation requests submitted following March 31<sup>st</sup> 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.

Dated in Ottawa, Ontario this 23<sup>rd</sup> day of February, 2005.

*"original signed by Randy Graham"*

\_\_\_\_\_  
For the Union

*"original signed by Rob Kirwan"*

\_\_\_\_\_  
For the Employer



LETTER OF UNDERSTANDING #4

**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 (AWW) 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 AWW 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.

Dated in Ottawa, Ontario this 25<sup>th</sup> day of February, 2005.

*"original signed by Randy Graham"*

\_\_\_\_\_  
For the Union

*"original signed by Rob Kirwan"*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN  
CITY OF OTTAWA**

**AND**

**AMALGAMATED TRANSIT UNION LOCAL 1760**

**Rest Periods**

The Union and the Employer agree that the practice in the Telephone Centre, of taking of employees taking multiple “rest breaks” as directed by management, of varying increments to a maximum cumulative total of 30 minutes cumulative 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.

Dated in Ottawa, Ontario this 28<sup>th</sup> day of January 2005.

*“original signed by Randy Graham”*

\_\_\_\_\_  
For the Union

*“original signed by Rob Kirwan”*

\_\_\_\_\_  
For the Employer

LETTER OF UNDERSTANDING #6

**BETWEEN  
CITY OF OTTAWA**

**AND**

**AMALGAMATED TRANSIT UNION LOCAL 1760**

**Block Booking – Para Transpo**

The Union and the Employer agree that the “Block Booking” process for Para Transpo shall proceed as follows:

- a) Block Booking is defined as the parceling together of a number of pre-determined shifts within a rotation, established by the Employer, worked over a two-week cycle referred to as a block of work and remains in effect until the subsequent Booking;
- b) There shall be a separate Booking for each of the following classifications:
  - i) Senior Booking Agents
  - ii) Booking Agents (1A – 1E)
  - iii) Assignment / Schedules
- c) 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;
- d) Selection of the specific shift rotation during the Booking shall be on the basis of seniority applicable to the individual classifications participating in the Booking per work Unit;
- e) The Employer agrees that it shall conduct at least two (2) Bookings per year;
- f) Bookings held in addition to the twice a year minimum shall be conducted in order to meet the Employer’s service level and/or overtime requirements for each work Unit and/or Section.

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

Dated in Ottawa, Ontario this 22<sup>nd</sup> day of February, 2005.

*“original signed by Randy Graham”*

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For the Union

*“original signed by Rob Kirwan”*

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For the Employer

LETTER OF UNDERSTANDING #7

**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; or,

Dated in Ottawa, Ontario this 11<sup>th</sup> day of February, 2005.

*"original signed by Randy Graham"*

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For the Union

*"original signed by Rob Kirwan"*

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For the Employer