

COLLECTIVE AGREEMENT

between

City of Ottawa



and

**Amalgamated Transit Union, Local 1760
Administrative Supervisors**



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

(Une version française est disponible à la Direction des litiges et des relations de travail)

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TABLE OF CONTENTS

ARTICLE 1	1
GENERAL FUNCTIONS	1
ARTICLE 2	2
BARGAINING UNIT	2
ARTICLE 3	3
DUES CHECK-OFF	3
ARTICLE 4	4
UNION/MANAGEMENT CONSULTATION COMMITTEE.....	4
ARTICLE 5	4
HEALTH AND SAFETY	4
ARTICLE 6	4
CONTRACTING OUT	4
ARTICLE 7	5
STRIKES AND LOCKOUTS	5
ARTICLE 8	5
RENEWAL AND TERMINATION OF AGREEMENT	5
ARTICLE 9	5
CONCILIATION / INTEREST ARBITRATION	5
ARTICLE 10	7
PROBATIONARY PERIOD.....	7
ARTICLE 11	8
PROMOTIONS / TRANSFERS	8
ARTICLE 12	11
TEMPORARY EMPLOYEES: FULL-TIME AND PART-TIME (EXTERNAL RECRUITS).....	11
ARTICLE 13	12
HOURS OF WORK.....	12
ARTICLE 14	14
OVERTIME.....	14
ARTICLE 15	15
SALARY ADMINISTRATION.....	15
ARTICLE 16	17

PERFORMANCE APPRAISALS	17
ARTICLE 17	18
LAY-OFF.....	18
ARTICLE 18	20
RECALL.....	20
ARTICLE 19	21
SENIORITY	21
ARTICLE 20	23
DISCIPLINE AND UNION REPRESENTATION.....	23
ARTICLE 21	23
TERMINATION	23
ARTICLE 22	24
PERSONNEL FILES.....	24
ARTICLE 23	24
INVESTIGATORY LEAVE	24
ARTICLE 24	24
GRIEVANCES.....	24
ARTICLE 25	26
RIGHTS ARBITRATION.....	26
ARTICLE 26	27
EXPEDITED MEDIATION ARBITRATION PROCESS.....	27
ARTICLE 27	27
SPECIAL LEAVE	27
ARTICLE 28	28
VACATION	28
ARTICLE 29	32
GENERAL OR DESIGNATED HOLIDAYS.....	32
ARTICLE 30	33
FORMER SICK LEAVE BANKS	33
ARTICLE 31	33
ISOLATION LEAVE.....	33
ARTICLE 32	34
INCOME PROTECTION	34

ARTICLE 33	38
MEDICAL FITNESS	38
ARTICLE 34	40
INSURED BENEFITS	40
ARTICLE 35	42
MILEAGE.....	42
ARTICLE 36	42
FREE TRANSPORTATION	42
ARTICLE 37	42
LEGAL PROTECTION.....	42
ARTICLE 38	43
SAFETY.....	43
ARTICLE 39	43
LEARNING AND DEVELOPMENT.....	43
ARTICLE 40	44
TIME OFF FOR VOTING (MUNICIPAL, PROVINCIAL & FEDERAL)	44
ARTICLE 41	44
BLOOD DONATIONS.....	44
ARTICLE 42	44
JURY / WITNESS LEAVE	44
ARTICLE 43	45
BEREAVEMENT LEAVE.....	45
ARTICLE 44	46
LEAVE FOR UNION BUSINESS.....	46
ARTICLE 45	47
LEAVE OF ABSENCE WITHOUT PAY	47
ARTICLE 46	47
MATERNITY & PARENTAL LEAVES	47
ARTICLE 47	48
RETIREMENT	48
ARTICLE 48	50
PENSION PLAN	50
ARTICLE 49	50

JOB EVALUATION	50
ARTICLE 50	51
SALARY PROTECTION – DOWNWARD RECLASSIFICATION	51
ARTICLE 51	51
ORGANIZATIONAL & TECHNOLOGICAL CHANGE	51
ARTICLE 52	53
WORKPLACE SAFETY AND INSURANCE	53
*APPENDIX 1	57
SALARY SCALES	57
<i>Effective January 1, 2015</i>	57
*APPENDIX 1	58
SALARY SCALES	58
<i>Effective January 1, 2016</i>	58
*APPENDIX 1	59
SALARY SCALES	59
<i>Effective January 1, 2017</i>	59
LETTER OF UNDERSTANDING #1	60
FORMER SICK LEAVE BANKS	60

NOTE

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

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

ARTICLE 1

GENERAL FUNCTIONS

1.1 The Union acknowledges that it is the exclusive function of the City 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 City is engaged and without restricting the generality of the foregoing,**
- d) classify jobs, develop and implement policies and procedures and manage the affairs of the City 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 City agrees that these functions shall be exercised as far as possible in such a manner as to maintain good working conditions and harmonious relations with the Union.

1.3 Union Membership

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

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

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

1.5 Monthly Reports

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

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

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

ARTICLE 2

BARGAINING UNIT

2.1 Scope of Bargaining Unit

The City agrees to bargain exclusively with the Union in respect to employees of the City forming part of the Bargaining Unit so long as the Union remains the certified bargaining representative. The employees included in the Bargaining Unit are those as defined by the Canada Industrial Relations Board (CIRB) Order No. 10270-U issued May 31, 2012.

2.2 The City desires to retain as many of its employees as possible in employment. To this end, the City expresses the intention that wherever possible and consistent with efficient operations in the sole judgment of the City, positions that may become vacant within the Bargaining Unit shall be filled with qualified persons consistent with the language of this agreement.

2.3 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 City with a list of its officers and shall notify the City promptly of any changes.

b) Posting of Union Notices

The Union may post notices of meetings, bulletins or other matters of interest to their members at such places as are agreed by the City, provided that any document which is not merely an announcement of a meeting must be approved by the City before posting.

2.4 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

DUES CHECK-OFF

3.1 All employees who are subject to dues check-off at the inception of the Agreement shall remain subject thereto as a condition of employment so long as they remain employed in jobs which fall within the scope of this Bargaining Unit. All employees who are not subject to dues check-off at the inception of this Agreement 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 which fall within the scope of this Bargaining Unit.

3.2 All new employees employed in jobs 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 City. The City 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.

3.3 Initiation fees in the amount established and communicated by the Union to the City shall also be subject to payroll dues check-off.

- 3.4 The Union shall advise the City in writing of any change in the amount of dues to be deducted from the employees covered by this agreement as described above. Such notice shall be communicated to the City at least thirty (30) days prior to the effective date of the change.

ARTICLE 4

UNION/MANAGEMENT CONSULTATION COMMITTEE

- 4.1 The parties agree to create a committee known as the Union/Management Consultation Committee. The purpose of the committee shall be to meet to discuss issues relating to the workplace which affect the parties or employees. It is understood that the parties will not use this committee to discuss matters relating to a grievance or legal proceeding.
- 4.2 The parties will jointly develop the terms of reference for this committee. These shall cover matters such as the composition of the committee, its rules of procedures and the frequency of meetings.

ARTICLE 5

HEALTH AND SAFETY

- 5.1 The City 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 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, and any work which the Union and the City may mutually agree in writing is not feasible for the City to consider carrying out using its own resources, may be contracted out at the City sole discretion.

6.3 In all other cases, where the City 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 City 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 Manager responsible for the work or services. Upon receipt, the City 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 City. Should the City not adopt the Union's proposal, it will provide a detailed rationale in writing to the Union. Where the Union elects not to submit a proposal, the City may contract out such work at its sole discretion.

ARTICLE 7

STRIKES AND LOCKOUTS

7.1 In keeping with the interest of the parties to preserve harmonious relations, it is agreed that during the life of this Agreement, or while negotiations for renewal are in progress including during the interest arbitration process and pending an arbitration decision, 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 8

RENEWAL AND TERMINATION OF AGREEMENT

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

ARTICLE 9

CONCILIATION / INTEREST ARBITRATION

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 In the event the conciliation process concludes without achieving a collective agreement, the parties agree to move expeditiously to establish the Board of Arbitration.
- 9.6 Composition of Interest Arbitration Board

The Interest Board of Arbitration shall consist of three (3) members, one (1) member representing the interests of the City, one (1) member representing the interests of the Union and a third member who shall be the Chair.

9.7 Selection of the Board

The party initiating the Interest Arbitration process concerning outstanding issues shall provide the other party with the name of its appointee to the Board of Arbitration in writing within fourteen (14) calendar days of its notice to proceed to interest arbitration or the receipt of the “no board” report when conciliation took place. 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.

9.8 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 9.7 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.

9.9 Final and Binding Arbitration

The decision of the Board of Arbitration shall be rendered expeditiously and 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.

9.10 Cost of the Board

The City 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.

9.11 Extension of Timelines

Timelines provided in this Article may be extended upon mutual agreement of the parties.

ARTICLE 10

PROBATIONARY PERIOD

10.1 Duration of Probationary Period

All new employees hired as full-time permanent employees shall serve a probationary period of nine (9) worked months and all new permanent part-time employees shall serve a probationary period not exceeding seven hundred and fifty (750) regular hours of work or one year from the date of hire.

An employee shall serve only one (1) probationary period during their permanent employment with the City.

10.2 Extension of Probation Period

The City may, with written approval of the Union, extend the probationary period specified above for up to an additional (3) worked months for full-time employees and up to four hundred and fifty-five (455) regular hours of work for part-time employees.

ARTICLE 11

PROMOTIONS / TRANSFERS

11.1 Posting of Full-Time Vacancies

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

The City shall either:

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

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

11.2 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 City agrees to meet, at their request to discuss their results.

11.3 Simultaneous External Postings

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

Consideration will be given to applicants from within the ATU 1760 Administrative Supervisors bargaining unit first. If there are no successful applicants from within this bargaining unit, consideration will then be given to applicants from within the ATU 1760 main bargaining unit. If there are no successful applicants from within the ATU 1760 main bargaining unit, consideration will then be given to applicants external to both ATU 1760 bargaining units.

11.4 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.

11.5 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.

11.6 Duration of Temporary Assignments

- a) Temporary assignments may last for a maximum of thirty (30) continuous calendar months.

- b) A temporary assignment may only be extended beyond thirty (30) continuous calendar months with the agreement of the Union.

11.7 Staffing of Temporary Vacancies (Candidates within Bargaining Unit)

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

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

- i) The City shall first attempt to fill the vacancy with an employee on the recall list in accordance with clause 17.6.
- ii) Where the temporary vacancy has not been filled by an employee on the recall list, the City will then post the vacancy for competition and attempt to fill the vacancy with a member of the bargaining unit.
- iii) The posting will take place within thirty (30) working days of the temporary vacancy becoming available. If a temporary vacancy previously thought to last less than nine (9) months is determined to last nine (9) months or longer, the City will consult with the Union on the requirement to post.
- iv) When there are no qualified internal candidates from within the bargaining unit, the position may be filled by other sources.

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

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

- i) The City shall first attempt to fill the vacancy with an employee on the recall list in accordance with clause 17.6.
- ii) Where the temporary vacancy has not been filled by an employee on the recall list, the City will send out an email notification to all members of the bargaining unit seeking expressions of interest. This notice will be sent to all members of the bargaining unit and will identify the title, nature of the work and pay grade of the position to be staffed. Employees will be given a minimum of

seven (7) consecutive calendar days from the date of the email to respond.

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

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

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

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

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

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

ARTICLE 12

TEMPORARY EMPLOYEES: FULL-TIME AND PART-TIME (External Recruits)

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

12.2 Duration of Temporary Appointments.

a) Temporary employees are employed for a period of time not exceeding thirty (30) continuous calendar months in the same position.

b) Where the City's need for the individual(s) is further assessed and may exceed the defined need in (a) above, the City will require the approval of the Union to extend the temporary staffing. Unless the Union agrees to extend the temporary staffing, the employee will be considered a regular employee after the thirty (30) continuous calendar months.

12.3 If a temporary requirement situation becomes an established part of the City workforce, the position shall be posted in accordance with clause 11.1.

12.4 Vacation Leave

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

12.5 Designated Holidays

Employees are eligible to the General and Designated Holidays defined under clause 29.1. Payment for these holidays will be in accordance with the Canada Labour Code.

12.6 If a temporary employee is in a temporary assignment that exceeds eighteen (18) continuous calendar months, the employee shall accumulate sick leave credits at the rate of one and one-quarter (1 ¼) days per month retroactive to the beginning of the eighteenth (18th) continuous calendar month. Any unused credits will not be paid out at termination.

ARTICLE 13

HOURS OF WORK

13.1 Normal Hours of Work – Full-Time Employees

The normal hours of work for full-time 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 leave, special leave, income protection, bereavement leave and general / designated holidays. The work week shall be from Monday to Friday, with Saturdays and Sundays as days of rest.

13.2 Normal Hours of Work – Part-Time Employees

Part-time employees are defined as employees working less than thirty-five (35) hours per week. Clauses 13.3, 13.4 and 13.5 below are not applicable to part-time employees.

13.3 Alterations to the Daily Schedule

The parties to this agreement recognize that the City 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 City will so notify the Union for the purpose of discussing the alterations.

13.4 Permanent Change to Hours of Work beyond Bi-Weekly Seventy (70) Hours

Where the City wishes to introduce daily hours of work that will serve to permanently extend the hours of work beyond the bi-weekly averaging period defined in 13.1 above, the City 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 City's proposal. The majority vote will determine whether the proposal will be implemented.

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

13.5 Alternative Work Arrangements (AWA)

An employee may request to participate in an alternative work arrangement (AWA) in accordance with the City's Alternative Working Arrangements Policy and the City's Flexible Working Hours Procedure. Such request shall be subject to the approval of the employee's immediate Supervisor/Manager, may not contravene any provision of this Collective Agreement and may not result in additional cost to the City.

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

13.6 Eating Periods

Employees are normally entitled to an unpaid thirty (30) minute meal break 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 City will establish the lunch period for each employee and it 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.

13.7 Rest Periods

Employees shall be entitled to a fifteen (15) minute rest period for each uninterrupted work period of three (3) non-cumulative hours.

13.8 Hours of Work during a Declared State of Emergency or Pandemic

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

ARTICLE 14

OVERTIME

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

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

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

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

14.2 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 City 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.

14.3 Overtime Banks

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

All overtime and time off in lieu will be paid out at the current rate of pay.

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

ARTICLE 15

SALARY ADMINISTRATION

15.1 Salary Administration

Employees shall be paid in accordance with the salary administration article, and the classification pay rates found at Appendix 1 of this Agreement, and as they may be amended from time to time.

15.2 Amended Salary Schedules

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

15.3 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.

15.4 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 City's point-valued system. If, during the term of this agreement, the City 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.

15.5 Salary Placement on Promotion

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

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

15.6 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.

15.7 Increments

- a) Except as provided for in clauses 15.7 b) and 15.7 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 15.7c), 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 City may deny a salary increment to an employee if it is dissatisfied with the employee's performance. Where the City intends to deny a salary increment to an employee, the City 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 City 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.**

15.8 Where a salary overpayment has occurred the City will be allowed to deduct the amount of the overpayment from an employee's future earnings in accordance with the following:

- a) The employee will be provided a minimum of two (2) weeks' notice before the recovery process is initiated.**
- b) The overpayment will be deducted from an employee's pay at the rate of three (3) percent of the employee's gross pay, or any higher amount as may be agreed upon by the employee, until full recovery of the overpayment is made.**
- c) In case of disagreement between the employee and the City on the amount owed, a meeting will be held with the Union to attempt to come to resolution. Failing resolution, the parties agree to use an expedited arbitration process for a final and binding determination of the amount owed by the employee.**
- d) The City and the employee may agree on alternate ways for the employee to repay the amount owed.**

ARTICLE 16

PERFORMANCE APPRAISALS

16.1 Performance Appraisals

The City will continue a system of employee performance appraisals. The

system will openly and objectively show the employee how his/her performance compares with management's expectations for their position. The appraisal will be done once a year on a form allowing the employee's immediate 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 he/she 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.

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

ARTICLE 17

LAY-OFF

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

17.2 Lay-off

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

17.3 Lay-off (Vacation Leave and Overtime Use)

Any employee being laid off who has standing to his/her credit an entitlement to vacation leave or time off in lieu of overtime may elect to take either during the period of lay-off, but their recall to work shall be governed by the provisions set forth in Article 18 of this agreement.

17.4 Lay-off Notice (Two (2) week Notice)

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

17.5 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.

17.6 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.

17.7 Non-Entitlement to Recall (Probationary Period)

Probationary employees do not possess recall rights under this agreement.

17.8 Job / Position / Classification Interchangeable

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

17.9 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.

17.10 Priority Placement

In the event of a lay-off, 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.

17.11 Bumping

In the event an employee is not placed in accordance with clause 17.10 above, said employee shall be given the opportunity to bump the most junior employee in a position at the same or a lower classification provided the

bumping employee has the knowledge, demonstrated ability and qualifications to do the job. The exercising of this right by the bumping employee shall be first within the employee's Section, failing such, next within the employee's Unit, next within the employee's Branch.

17.12 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 17.11 above provided they possess the required knowledge, demonstrated ability and qualifications to do the job.

ARTICLE 18

RECALL

18.1 Recall

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

18.2 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.

18.3 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.

18.4 Recall to Former Position

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

- a) been placed into a vacancy or bumped into 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 City in writing that

they are no longer interested in being recalled to their former substantive position / job.

18.5 Recall Notice (Verifiable Letter)

- a) The City 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 City promptly of any changes of address and telephone number. If an employee fails to make this notification to the City, the City shall not be responsible for the failure of the notice of recall reaching the employee.

18.6 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 18.2 and or clause 18.4, shall be deemed terminated unless the employee provides the City with a reason acceptable to the City within five (5) calendar days of receipt of the verifiable letter.

ARTICLE 19

SENIORITY

19.1 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.

19.2 Seniority - Accrual

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

- a) When the employee is actively at work and in receipt of a bi-weekly salary;
- b) When the employee is off the payroll due to an authorized lay-off of twelve (12) months or less, and continues to remit equivalent dues to the Union over the same period;

- c) When the employee is off the payroll due to an occupational illness or injury and is in receipt of benefits from the City approved under the Workplace Safety and Insurance Act;
- d) When the employee is off the payroll due to non-occupational illness or injury and is receipt of IPP;
- e) When the employee is off the payroll on a leave of absence, in accordance with clause 44.2; and or clause 44.3;
- f) When the employee is off the payroll and in receipt of Long-term Disability benefits and continues to remit equivalent dues to the Union;
- g) When the employee is off the payroll due to an authorized leave of absence without pay provided the employee continues to remit equivalent dues to the Union;
- h) When the employee has not accepted a permanent placement within the scope of another bargaining unit of the City; or
- i) When the employee has not accepted permanent employment with another Employer.

19.3 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 City. Should the employee wish to offer a reason / explanation, such must be provided in writing to the City, copy to the Union, within ten (10) calendar days of the unauthorized leave having commenced.

19.4 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 20

DISCIPLINE AND UNION REPRESENTATION

- 20.1 The City agrees that an employee whose work is of such standard as to warrant discipline shall be informed of the concern by their Manager or designate. The Manager or designate will advise the employee within one month of the occurrence giving rise to the discipline or coming to the attention of the Manager or designate. A “notice to appear”, in writing or by email, outlining the reasons for the interview will be used to arrange a meeting with the employee. Unless the employee has previously informed management that he/she doesn’t want the Union to be informed, a copy of the “notice to appear” shall be sent to the Union. The employee can, if he/she so desires, be accompanied by a Union Representative when appearing before their Manager or designate. The facts of the case shall be reviewed at the meeting. Any discipline rendered shall be on the facts of the case taking into consideration the employee’s past record. The City agrees that employees shall not be censured in public and their rights of privacy of personal information shall be respected at all times.
- 20.2 Leave to attend at discipline or grievance hearing(s) by the Union representative shall be with pay when the meeting takes place during the normal working hours of the Union Representative and will not be included in the totals specified in clause 44.1 – Leave for Union Business. Preparation time and days relating to the arbitration hearings are without pay.
- 20.3 Copies of disciplinary letters shall be placed on an employee’s file. The original letter shall be given to the employee and unless the employee has previously informed management that he/she doesn’t want the Union to be informed, a copy will be forwarded to the Union immediately. Offenses of which the employee was not previously informed shall not be taken into consideration when rendering discipline. 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 21

TERMINATION

- 21.1 The City reserves the right to terminate employees for just cause.

- 21.2 Prior to terminating an employee, the City 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.
- 21.3 Coincident with the City's decision, the Union shall be notified of the employee's termination.

ARTICLE 22

PERSONNEL FILES

- 22.1 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. 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 should the employee so desire.

ARTICLE 23

INVESTIGATORY LEAVE

- 23.1 Investigatory Leave

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

ARTICLE 24

GRIEVANCES

- 24.1 The City and the Union agree that it is in the best interest of both parties to address complaints and grievances promptly. It is specifically agreed that before

a complaint becomes a grievance the authorized management representative and the employee and/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 City.

24.2 Grievance Procedure

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

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

Step 1:

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

Step 2:

The Union, the grievor and the General Manager, Transit Services or designate, 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 may be advanced to the next stage should:

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

Notwithstanding a) or b) 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 Deputy City Solicitor, Litigation and Labour Relations of its intention to proceed with, or withdraw the grievance.

Failure to provide written confirmation shall result in the grievance being abandoned.

24.3 Termination Grievances

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

24.4 Management Designate

The management representative having made the decision that is being grieved will not hear or be designated to hear a grievance pertaining to his/her decision. The same management representative will not hear the same grievance at both steps of the grievance procedure.

24.5 Extension of Timelines

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

ARTICLE 25

RIGHTS ARBITRATION

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

25.2 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 City and the Union shall each appoint their respective panel members prior to the scheduled panel date.

25.3 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 within thirty (30)

calendar days of the step 2 reply, to the initiating party, shall be deemed abandoned and all rights of recourse shall be at an end.

25.4 Policy / Union Grievances

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

ARTICLE 26

EXPEDITED MEDIATION ARBITRATION PROCESS

26.1 The parties recognize that the expeditious resolution of workplace disputes is mutually beneficial and agree to jointly develop terms of reference for an expedited mediation-arbitration process within ninety (90) days of April 9, 2014 of the Collective Agreement.

The parties further agree to proceed with this process on a trial basis during the life of the contract.

ARTICLE 27

SPECIAL LEAVE

27.1 Special Leave

- a) Special Leave is a provision designed to enable an employee to be absent from their employment with full pay for the following reasons:
 - i) Professional appointments such as medical, dental, legal and optical for the employee and/or his/her child and/or his/her aging parent, parent / teacher interviews, provided the aforementioned appointment is unable to be scheduled outside of the employee's normal hours of work.
 - ii) The unexpected or sudden illness of the employee's spouse or child and/or his/her aging parent that prevents the employee from reporting to duty.

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

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

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

ARTICLE 28

VACATION

* 28.1 Vacation

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

Table of Vacation Entitlement

Completed Years of Service

Weeks of Vacation

Less than 5 years	3 (1.25 days / month)
5 years, but less than 16 years	4 (1.667 days / month)
16 years, but less than 22 years	5 (2.083 days / month)
22 years, but less than 30 years	6 (2.50 days / month)
30 years or more	7 (2.916 days / month)

a) Scheduling of Leave

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

b) Probationary Employees

Probationary employees may be granted

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

c) Granting of Unearned Leave

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

d) Excess of Vacation Leave

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

e) Carry Over of Vacation Leave

Subject to clause 28.1 f) below, employees are not permitted to carry over more vacation leave into the subsequent year than the number of days of leave earned by them in that year.

f) Use of Excess

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

g) Recovering of Unearned Vacation

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

h) Payout on Termination

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

i) Vacation Accruals Cease

- i) An employee who is removed from the Active Roll shall cease to accrue vacation entitlements from the date of such removal.**
- ii) Employees do not accrue vacation leave while in receipt of LTD benefits and/or during any period in which the employee is claiming entitlement to LTD benefits.**
- iii) In the event that a WSIB claim continues beyond the 1st day of the fourth month, the claimant will cease to accrue vacation leave credits.**
- iv) An employee returning from LTD or full WSIB benefits and their vacation accrual had been discontinued, in accordance with i), ii) or iii) above, will be credited with up to a maximum cumulative**

total of one year's entitlement at the earning level as at the date on which they first absented from work on LTD or full WSIB benefits. The cumulative total shall be inclusive of any vacation leave standing to their credit pre the commencement of LTD or WSIB benefits.

j) Vacation Earned Pre-Inactive Status

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

k) Vacation Scheduling Following WSIB / LTD

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

l) Reinstatement or Cancellation of Vacation Leave Due to Disability

The City will consider reinstating or canceling vacation leave if:

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

The following conditions will apply:

- i) The employee must provide a medical certificate justifying the application for vacation reinstatement or cancellation. No consideration will be given for any time before the date the employee actually receives professional medical attention.
- ii) The period of disability affecting the vacation leave is at least three (3) consecutive days.
- iii) The disability/illness must be of sufficient severity to significantly restrict alternate activities and impair any possible enjoyment of the vacation. The employee must provide Management with sufficient information to make this assessment.
- iv) Employees who have already started their vacation leave must notify their Supervisor at the earliest date following the commencement of the disability and apply for reinstatement of

their vacation leave credits. No consideration will be given for any period of time prior to the application for reinstatement.

ARTICLE 29

GENERAL OR DESIGNATED HOLIDAYS

29.1 General or Designated Holidays

The following are general holidays:

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

a) The following are designated holidays:

Civic Holiday
Easter Monday

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

c) When Christmas and Boxing Day fall on Saturday and Sunday, or when Christmas falls on Sunday, Christmas and Boxing Day shall be celebrated on the following Monday and Tuesday, except that shift employees who work a shift schedule that regularly includes work on Saturday and/or Sunday shall celebrate Christmas and Boxing Day on the actual days on which they fall.

d) Non-Payment on Stat

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

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

ARTICLE 30

FORMER SICK LEAVE BANKS

- 30.1** The terms and conditions pertaining to former sick leave banks for employees who had this entitlement when the bargaining unit was certified by the Canada Industrial Relations Board (CIRB) on May 31, 2012 will be as per the conditions set out in Letter of Understanding no. 1.
- 30.2** The terms and conditions pertaining to former sick leave banks for employees joining the bargaining unit following April 9, 2014 will stem from the collective agreement that provided them these rights prior to joining this bargaining unit.

ARTICLE 31

ISOLATION LEAVE

- 31.1** 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.

ARTICLE 32

INCOME PROTECTION

*** 32.1 Income Protection Plan (IPP)**

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

<u>Length of Service</u>	<u>Benefit Level</u> <u>Full Salary</u> <u>(Weeks)</u>	<u>2/3's Salary</u> <u>(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

32.2 Entitlement Based on Service

An employee's entitlement to any particular level of benefit in accordance with the schedule set out in clause 32.1 above, shall be based on their length of continuous service with the City. The employee's anniversary date shall be the date on which the benefit level changes.

32.3 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.

32.4 City Self Insured

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

32.5 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 City.

32.6 Application for IPP

Application for IPP benefits must be made in accordance with the provisions contained within this Article 32.

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

Employees on IPP benefits, or within the first two years of receiving LTD benefits, and whose disability prevents them from doing their own work, but permits them to do other available work of the City, will be required to accept this work.
- f) Employees on IPP benefits or on LTD benefits whose disability prevents them from doing their own work but permits them to do other available work within the bargaining unit will be required to accept this work.

32.7 Medical Certificates – Employee Responsibilities

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

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

32.8 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).

32.9 Rehabilitation

Where the Parties are in agreement that an employee is fit to return to full or other than full employment and, a placement opportunity exists and the employee does return to employment, the employee shall be paid the hourly rate of the position to which they are placed.

While in the placement, the employee shall be compensated:

- a) the job rate of the position into which they are placed; or
- b) 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 a) or b) 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 (32.9), are not considered to have satisfied the conditions of clause 32.8.

32.10 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.

32.11 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.

32.12 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.

32.13 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 City the full amount of the recovery made in respect of IPP benefits.

32.14 Union Co-Operation

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

ARTICLE 33

MEDICAL FITNESS

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

33.2 Medical Confidentiality

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

33.3 Medical Assessment

Where the City specifies on reasonable grounds that, it is of the opinion the employee may be medically unfit to work on a regular basis, or may

jeopardize the safety of others, the City may require the employee to provide at the City'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.

33.4 Medical Certification

Where the City 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 City 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 City in its overall assessment of the facts relating to the fitness of the employee. In any event the employee may be required to provide further medical certification from a licensed physician attesting to the employee's fitness for work, and certifying that the physician is fully informed of the nature of such work by discussing it and the employee's medical condition with the City's physician.

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

33.5 Third (3rd) Party Independent Medical

Where the City specifies on reasonable grounds, and on the advice of the City'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 32.6 and 32.7, it may require the physicians of the employee and the City to jointly select a third physician, who shall examine the employee and provide a further 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 City 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 City will undertake to pay for the costs of obtaining the medical certificate.

ARTICLE 34

INSURED BENEFITS

- * 34.1 The City agrees to pay 100% of the premiums necessary to provide the employees the specific benefits and entitlements set out in this Article, with the exception of the dental insurance plan for which 25% of the premiums shall be paid by the employees. Where employees are required to pay premiums, the Employer shall deduct from the employee's pay the employee's share of premiums.

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

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

- a) The Supplementary Health Insurance Plan - which provides extended medical benefits.
- b) The Long-Term Disability Insurance Plan, which provides monthly income in cases of total disability
 - i) Any possible claimant for LTD benefits, who is eligible for non-actuarial reduction, of their pension benefits of at least 60%, ceases to be eligible for LTD benefits twenty-four (24) months after becoming eligible for consideration of the non-actuarially reduced pension(s).
 - ii) It is understood that employees do not accrue vacation or I.P.P. while in receipt of LTD benefits and or during any period in which the employee is claiming entitlement to LTD benefits.
 - iii) Rehabilitation Work Program - Employees on IPP benefits, or within the first two years of receiving LTD benefits, and whose disability prevents them from doing their own work, but permits them to do other available work of the City, 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.
- i) **Optional Critical Illness Insurance** – the City agrees to provide the option for the employee, their spouse and dependent children, to purchase voluntary critical illness insurance ranging from \$10,000 to \$150,000, one hundred percent (\$100%) paid by the employee, in multiples of \$5,000.

34.2 Insured Benefits for Employees Working Beyond Age 65

- a) **Employees working beyond age sixty-five (65) will be entitled to the following modified benefit coverage:**
 - i) **Extended health care without “Out of Country coverage” and “Drug coverage”**
 - ii) **Extended health care for spouse and eligible dependents under age 65**
 - iii) **Dental insurance**
 - iv) **\$25,000 life insurance**
 - v) **A maximum of seventeen (17) weeks of short term sick leave (Income Protection Plan) annually. This entitlement will be subject to the provisions of Article 32 of the collective agreement.**
- b) **Coverage details for benefits provided in paragraph a) above will be as defined in the Benefits Plan Document.**
- c) **Cost sharing for the benefits plan will be in accordance with the formula contained in the collective agreement.**

- d) Employees will no longer be covered for Accidental Death and dismemberment (AD&D) as well as Long Term Disability (LTD) benefits from age sixty-five (65).
- e) The modified benefit coverage described in a) above will take effect the first of the month following the month the employee turns 65.
- f) All benefits will stop at age sixty-nine (69).

ARTICLE 35

MILEAGE

35.2 Employees required by the City to use their own vehicle for City business shall be compensated in accordance with the applicable City policies as amended from time to time.

ARTICLE 36

FREE TRANSPORTATION

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

- a) to a full-time employee,
- b) to a pensioner,
- c) to the pensioner's spouse,
- d) to the deceased employee's widow or widower,
- e) to a deferred pensioner who has at least 25 years of service and his/her spouse.

ARTICLE 37

LEGAL PROTECTION

37.2 The City 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 City also agrees that employees shall be compensated for all required time attending such legal proceedings, including interviews with the City solicitors.

ARTICLE 38

SAFETY

- 38.2 The City shall provide employees whose work requires protective clothing with suitable clothing and shall maintain such clothing in a serviceable condition at all times.
- 38.3 The City may issue protective clothing to a department, building or operation and not on an individual basis.
- 38.4 All protective clothing shall remain the property of the City.
- 38.5 Wearing of safety boots or shoes, goggles, hard hats, facemasks, or other safety equipment when required by the City shall be compulsory.
- 38.6 Shoes or boots must meet the CSA standard for an industrial setting and bearing the approved "green patch". It is agreed that the City shall reimburse employees, required to wear safety footwear, the purchase price up to one-hundred fifty dollars (150.00) once per calendar year, upon production of the sales slip.
- 38.7 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 39

LEARNING AND DEVELOPMENT

- 39.2 When an employee is required by the City to acquire, maintain, or improve his/her skills or qualifications, course costs will be reimbursed in accordance with the City's Learning and Development Policy.

ARTICLE 40

TIME OFF FOR VOTING (MUNICIPAL, PROVINCIAL & FEDERAL)

- 40.2 The City 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.

ARTICLE 41

BLOOD DONATIONS

- 41.2 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 City will grant the necessary time-off without loss of pay. The City may require satisfactory evidence from the employee to support this request or may contact the Canadian Blood Services to verify the urgency of their request.

ARTICLE 42

JURY / WITNESS LEAVE

- 42.2 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 42.4 below, 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.

- 42.3 Subpoena – Arising out of Employment Performance

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

- 42.4 Subpoena - Arising out of Non-Employment

An employee who is subpoenaed, other than by the Crown, in relation to participation in non-City employment activities shall not be eligible for payment for lost time from work. Non-City employment activities shall include but not be limited to employment with other employers, illegal activities, or personal matters, unless subpoenaed by the Crown in any proceedings.

42.5 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 City 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.

ARTICLE 43

BEREAVEMENT LEAVE

43.2 An employee shall be granted paid bereavement leave as follows:

- a) Upon the death of a spouse, common-law spouse, child, father, mother, person standing in-loco parentis, sister or brother, a maximum of five (5) working days up to and including the day after the funeral.
- b) Upon the death of the employee's: grandparent (including the grandparent of the employee's spouse), mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, a maximum of three (3) working days up to and including the day of the funeral.

43.3 Fragmenting of Leave Period

The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The City recognizes that there may be situations when an employee may request that 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.

43.4 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.

ARTICLE 44

LEAVE FOR UNION BUSINESS

44.2 Conventions

a) The City 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/guests 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
- C.U.T.A.
- Canadian Health and Safety Conference

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.

b) 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.

44.3 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 and job classification provided they possess the required qualifications and demonstrated ability.

44.4 Leave for Collective Bargaining

The City shall grant leave of absence with pay to a combined maximum of three (3) employees of the 1760 bargaining units elected or appointed to represent the Union in formal collective bargaining meetings with the City, or as otherwise approved by the General Manager, Transit Services or designate.

44.5 Union Business

The City 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 City 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.

ARTICLE 45

LEAVE OF ABSENCE WITHOUT PAY

45.2 The City may grant an employee, upon written application, one leave of absence without pay in any calendar year. If such leave of absence is granted by the City, it 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.

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

ARTICLE 46

MATERNITY & PARENTAL LEAVES

46.2 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 City shall be granted Leave without pay, upon written request to their Manager, of up to thirty-seven (37) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.
- * d) An employee on parental leave with a minimum of six (6) months of seniority shall be entitled to receive a topping up of their Employment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of twelve (12) weeks of such leave.
- e) While on Maternity Leave and/or Parental Leave as provided under this Article, an employee would continue to accrue seniority, earn vacation leave credits and be entitled to continued coverage under all insured benefit plans. While on Maternity / Parental Leave employees do not contribute to the O.M.E.R.S. plan. Following their return to work from Maternity / Parental Leave the employee may opt to purchase the aforementioned period and the City 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.

ARTICLE 47

RETIREMENT

47.2 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).

47.3 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.

47.4 Early Retirement Benefits

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

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

- b) To qualify for the benefits, at the time of early retirement, the employees:
- must be at least 55 years of age;
 - must have at least 25 years of service;
 - combined age and service are equal to or greater than 85.

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

ARTICLE 48

PENSION PLAN

48.2 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 City 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 49

JOB EVALUATION

- 49.2 New and existing jobs within this bargaining unit will be included in the Joint Job Evaluation System for the ATU Local 1760 main bargaining unit, pursuant to the Minutes of Settlement between the City and ATU Local 1760, dated October 4, 2013. It is agreed that the terms of these Minutes of Settlement will apply to the jobs within this bargaining unit.**
- 49.3 Job Evaluation Reviews can be requested where there has been a material/significant change to the job duties, responsibilities, or skills or where there is a new and unique permanent or temporary job.**
- 49.4 Job Evaluation Reviews are not subject to the grievance and arbitration process, but instead are handled in accordance with the Job Evaluation Review Process, which includes the Referee Process, as set out in the Manual of Maintenance Procedures of the Joint Job Evaluation System.**
- 49.5 Ratings resulting in a downward reclassification either through the implementation of a new JE plan or otherwise will be administered in accordance with Article 50 – Salary Protection – Downward Reclassification.**
- 49.6 The City will provide the Union with a copy of all job descriptions for jobs within the bargaining unit. The City will also provide the Union with updated job descriptions as they are amended and job descriptions for new jobs as they are created.**

ARTICLE 50

SALARY PROTECTION – DOWNWARD RECLASSIFICATION

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

ARTICLE 51

ORGANIZATIONAL & TECHNOLOGICAL CHANGE

51.2 Redundant Positions – Notice to Union

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

51.3 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 City's establishment.

51.4 Economic Adjustments and Priority Placement

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

- a) receive their current hourly rate of pay with any applicable negotiated economic adjustment occurring during aforementioned notice period;
- b) 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.

- c) 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 51.4 below.

51.5 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 City, 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 City, 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 City, 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 City, 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 City, 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 52

WORKPLACE SAFETY AND INSURANCE

52.2 Every employee who is absent from duty as a result of 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.

52.3 Every full-time permanent employee who is absent from duty as a result of illness or injury arising out of and in the course of his/her employment, within the meaning of the WSIA and, who has not completed his/her probationary period as provided for in this Agreement, shall receive compensation from the City to the level provided under the WSIA effective from the date of disability.

52.4 In addition, every full-time permanent employee who has completed his/her probationary period, and who suffers an 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 City to the level approved by the WSIB, and the City 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 City 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 City 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.

- 52.5** 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.
- 52.6** In the event that an employee is able to return to light or modified duties as determined by the WSIB, the City shall attempt to provide such work and the employee shall continue to receive the rate of compensation provided for in accordance with clause 52.2 or clause 52.3 above, as applicable, until a final determination is made by the WSIB as to the appropriate work assignment consistent with that employee's restrictions.
- 52.7** 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 52.3 c) above, shall apply.
- 52.8** Rehabilitation shall be in accordance with the WSIA. The City 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 City shall be guided by the assessment of the WSIB.
- 52.9** The Union recognizes that reassignment of a permanently partially disabled employee to alternate employment may necessitate a change of classification and pay.
- 52.10** It is recognized that where the employee has been reassigned to, offered, and accepts alternate employment with the City, 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.

SIGNED THIS _____ DAY OF _____ 2016

CITY OF OTTAWA

Mayor

City Clerk

Marg White
Senior Labour Relations Consultant

Sheldon Marcellus
Program Manager, Labour Relations

AMALGAMATED TRANSIT UNION, LOCAL 1760

Jamie Larkin
President/Business Agent

Pat Doherty
Vice-President

Executive Board Member

*** APPENDIX 1**

SALARY SCALES

Effective January 1, 2015

		Minimum	Maximum
LEVEL 1	Annual	\$ 52,286.78	\$ 61,184.76
	Hourly 35 week	\$28.729	\$33.618
LEVEL 2	Annual	\$ 54,419.82	\$ 63,670.88
	Hourly 35 week	\$29.901	\$34.984
LEVEL 3	Annual	\$ 56,549.22	\$ 66,164.28
	Hourly 35 week	\$31.071	\$36.354
LEVEL 4	Annual	\$ 58,674.98	\$ 68,655.86
	Hourly 35 week	\$32.239	\$37.723
LEVEL 5	Annual	\$ 60,809.84	\$ 71,152.90
	Hourly 35 week	\$33.412	\$39.095
LEVEL 6	Annual	\$ 62,935.60	\$ 73,637.20
	Hourly 35 week	\$34.580	\$40.460
LEVEL 7	Annual	\$ 65,068.64	\$ 76,128.78
	Hourly 35 week	\$35.752	\$41.829
LEVEL 8	Annual	\$ 67,201.68	\$ 78,631.28
	Hourly 35 week	\$36.924	\$43.204
LEVEL 9	Annual	\$ 69,622.28	\$ 81,445.00
	Hourly 35 week	\$38.254	\$44.750
LEVEL 10	Annual	\$ 72,377.76	\$ 84,704.62
	Hourly 35 week	\$39.768	\$46.541
LEVEL 11	Annual	\$ 75,175.10	\$ 87,947.86
	Hourly 35 week	\$41.305	\$48.323
LEVEL 12	Annual	\$ 77,970.62	\$ 91,205.66
	Hourly 35 week	\$42.841	\$50.113

*** APPENDIX 1**

SALARY SCALES

Effective January 1, 2016

		Minimum	Maximum
LEVEL 1	Annual	\$ 53,333.28	\$ 62,407.80
	Hourly 35 week	\$29.304	\$34.290
LEVEL 2	Annual	\$ 55,508.18	\$ 64,944.88
	Hourly 35 week	\$30.499	\$35.684
LEVEL 3	Annual	\$ 57,679.44	\$ 67,487.42
	Hourly 35 week	\$31.692	\$37.081
LEVEL 4	Annual	\$ 59,848.88	\$ 70,028.14
	Hourly 35 week	\$32.884	\$38.477
LEVEL 5	Annual	\$ 62,025.60	\$ 72,576.14
	Hourly 35 week	\$34.080	\$39.877
LEVEL 6	Annual	\$ 64,195.04	\$ 75,109.58
	Hourly 35 week	\$35.272	\$41.269
LEVEL 7	Annual	\$ 66,369.94	\$ 77,652.12
	Hourly 35 week	\$36.467	\$42.666
LEVEL 8	Annual	\$ 68,544.84	\$ 80,203.76
	Hourly 35 week	\$37.662	\$44.068
LEVEL 9	Annual	\$ 71,014.58	\$ 83,073.90
	Hourly 35 week	\$39.019	\$45.645
LEVEL 10	Annual	\$ 73,824.66	\$ 86,399.04
	Hourly 35 week	\$40.563	\$47.472
LEVEL 11	Annual	\$ 76,678.42	\$ 89,705.98
	Hourly 35 week	\$42.131	\$49.289
LEVEL 12	Annual	\$ 79,530.36	\$ 93,029.30
	Hourly 35 week	\$43.698	\$51.115

*** APPENDIX 1**

SALARY SCALES

Effective January 1, 2017

		Minimum	Maximum
LEVEL 1	Annual	\$ 54,266.94	\$ 63,499.80
	Hourly 35 week	\$29.817	\$34.890
LEVEL 2	Annual	\$ 56,480.06	\$ 66,080.56
	Hourly 35 week	\$31.033	\$36.308
LEVEL 3	Annual	\$ 58,689.54	\$ 68,668.60
	Hourly 35 week	\$32.247	\$37.730
LEVEL 4	Annual	\$ 60,895.38	\$ 71,253.00
	Hourly 35 week	\$33.459	\$39.150
LEVEL 5	Annual	\$ 63,110.32	\$ 73,846.50
	Hourly 35 week	\$34.676	\$40.575
LEVEL 6	Annual	\$ 65,317.98	\$ 76,423.62
	Hourly 35 week	\$35.889	\$41.991
LEVEL 7	Annual	\$ 67,531.10	\$ 79,011.66
	Hourly 35 week	\$37.105	\$43.413
LEVEL 8	Annual	\$ 69,744.22	\$ 81,606.98
	Hourly 35 week	\$38.321	\$44.839
LEVEL 9	Annual	\$ 72,257.64	\$ 84,528.08
	Hourly 35 week	\$39.702	\$46.444
LEVEL 10	Annual	\$ 75,116.86	\$ 87,911.46
	Hourly 35 week	\$41.273	\$48.303
LEVEL 11	Annual	\$ 78,019.76	\$ 91,276.64
	Hourly 35 week	\$42.868	\$50.152
LEVEL 12	Annual	\$ 80,922.66	\$ 94,658.20
	Hourly 35 week	\$44.463	\$52.010

LETTER OF UNDERSTANDING #1

FORMER SICK LEAVE BANKS

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 City 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.

This letter of Understanding will expire when the last employee who joined the bargaining unit upon its certification by the Canada Industrial Relations Board (CIRB) on May 31, 2013 with an entitlement to a former sick leave bank leaves the employment of the City. It is also understood that at that time, Article 30 clause 30.1 of the collective agreement will become null and void and will be removed from the collective agreement during the subsequent round of bargaining.

Awarded December 10, 2015

IN THE MATTER OF AN INTEREST ARBITRATION

B e t w e e n:

CITY OF OTTAWA

(the “City”)

- and -

AMALGAMATED TRANSIT UNION, LOCAL 1760

(the “Union”)

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

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

APPEARANCES FOR THE CITY:

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

APPEARANCES FOR THE UNION:

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

A hearing was held on November 16, 2015.

AWARD

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

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

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

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

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

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

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

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

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

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

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

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

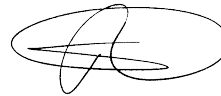
The changes to the benefits referred to in paragraphs 6, 7 & 8 above shall be made effective as soon as possible under the terms of the City's group insurance plan.

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

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

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

DATED this 10th day of December 2015.



Russell Goodfellow – Chair

“Kathryn Butler-Malette”
City Nominee

“Joe Herbert”
Union Nominee