

# COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF



AND

**CUPE·SCFP** LOCAL/ LOCALE  
5500

**TRANSIT SUPERVISORS AND COORDINATORS,  
COMMUNICATIONS-TRANSIT CONTROL ROOM**

*Ratified by the Employer: February 27, 2019*

*Ratified by the Union: February 15, 2019*

*Term: April 1, 2018 to March 31, 2021*

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

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**BETWEEN**

**CITY OF OTTAWA**

Hereinafter called "the City".

**OF THE FIRST PART**

**AND**

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

Transit Supervisors, hereinafter called "the Union".

**OF THE SECOND PART**

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

**GENERAL**

**CLAUSE 1 – MANAGEMENT FUNCTIONS**

**SECTION (1) – GENERAL FUNCTIONS**

- (1)1.1 The Union acknowledges that it is the exclusive function of the City to:
- 1.1.1 maintain order, discipline and efficiency to make and enforce rules and regulations to be observed by employees.
  - 1.1.2 hire, discharge, classify, transfer, promote, demote, discipline, layoff and recall employees subject to the seniority provisions of this agreement, and to terminate, suspend, demote or otherwise discipline employees for just and sufficient cause, subject to the right of the employee to grieve to the extent and manner provided for herein.
- (1)1.2 Generally to manage and ensure the continuous operation of the public utilities enterprise in which the City is engaged and without restricting the generality of the foregoing, to determine the number, the frequency and speed of runs, the arrangement of its transportation service and the location and type of equipment

(1)1.3 employed by it and the number, location and time of all points of duty.

**SECTION (1)2 – MANNER OF EXERCISING FUNCTION**

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

(1)2.2 The decision to fill open work, temporary vacancies (except as provided under Section (3)2.9 - Temporary Appointments) and vacant positions as well as to offer overtime is a management right. The relevant provisions of the collective agreement will apply once management has decided to proceed with work coverage.

**CLAUSE 2 - CONDITIONS**

**SECTION (2)1 – BARGAINING UNIT**

\*(2)1.1 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 all salaried Transit Supervisors; Coordinators, Communications-Transit Control Room; Electric Rail Controllers and Rail Supervisors.

\*(2)1.2 When a Temporary employee in (2)1.1 becomes a permanent employee in accordance with the collective agreement, he or she shall be deemed to be an employee included in the Bargaining Unit.

(2)1.3 No employee shall be discriminated against and jeopardized in seniority standing or opportunity for promotion or suffer any loss of employment because of membership or activity in the Union.

(2)1.4 The Union, its members and agents, agree not to intimidate or coerce employees into membership. The Union also agrees not to engage in other activities on City time in such a manner that will interfere with all job functions being performed.

(2)1.5 The Union shall furnish the City with a copy of its constitution together with a list of its officers and shall notify the City promptly of any changes.

(2)1.6 The City agrees to provide the Union with a bulletin board provided that use of such board shall be restricted to the posting of notices regarding the business affairs, meetings, social events of the Union and the reports of the various Committees of the Union. The Union agrees to submit copies of all materials which are to be posted or distributed on the property, other than notices of meeting, to the Manager, Litigation and Labour Relations or designate for approval before posting or distribution.

\*(2)1.7 The City will furnish the Recording-Secretary of the Union with a list of the supervisory personnel and a complete Organization Chart in January and July each year and will indicate by job titles the authorities of each person so listed.

(2)1.8 The City shall provide CUPE Local 5500 with copies of current job descriptions. The Union will also be provided with amended job descriptions as changes are made. The development of job descriptions or amendments to such as well as the rating of job descriptions (new or amended) will be done in accordance with the Joint Job Evaluation Manual of Maintenance as amended from time to time.

(2)1.9 At the time employees enter the Bargaining Unit, arrangements will be made to permit them to take two (2) hours paid time off to attend a Union orientation session. The timing will be agreed to by the Union and the Employer. This will be arranged as not to interfere with training.

(2)1.10 Public Reports

The Employer agrees that any public reports or recommendations to be made to any committee dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the union office, at the same time as they are sent to members of the Committee so as to afford the Union reasonable opportunity to consider them, and if necessary, to make its views known to the Committee and City Council. The Employer also agrees to provide the Union with all reports and recommendations to be dealt with by City Council at the same time as they are sent to the members of

Council. Should the Union not make its views known prior to the Committee or Council dealing with the report or recommendation, this shall not be construed as concurrence by the Union with the report or recommendation.

(2)1.11 Job Creation

If a new job is created and falls within the scope of this agreement, the Employer will establish a rate of pay in conjunction with the Union. If the parties are unable to agree on the rate of pay, the dispute shall be submitted to binding mediation/arbitration for resolution. The new rate will become retroactive to the time the new position was created. This clause does not apply to reclassification of existing jobs.

**SECTION (2)2 – CO-OPERATION**

(2)2.1 The parties agree to co-operate fully in maintaining an efficient and uninterrupted transportation service and to further harmonious and rational labour relations.

**SECTION (2)3 – RENEWAL, DURATION AND TERMINATION**

\*(2)3.1 This Agreement shall be in effect from the 1st day of April 2018 to the 31<sup>st</sup> day of March 2021 and shall continue thereafter from year to year, provided that if either of the parties hereto desires to revise or amend this agreement with respect to a year commencing no earlier than the 1<sup>st</sup> day of April 2021, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1<sup>st</sup> day of January 2021, or any subsequent anniversary thereof.

The parties agree that the effective date of all negotiated changes to the collective agreement will take effect on the latest date of ratification of the collective agreement unless otherwise expressly specified.

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

(2)4.1 In view of the previous harmonious relations between the parties, it is agreed that during the life of this Agreement, or while negotiations for renewal are in progress, there shall be no strikes, slowdowns,



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.

### **SECTION (2)5 – CONTRACTING OUT**

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

### **CLAUSE 3 – EMPLOYMENT CONDITIONS**

### **SECTION (3)1 – CUPE, LOCAL 5500 WIDE SENIORITY – GENERAL PRINCIPLES**

The parties agree that CUPE, Local 5500 Wide Seniority will apply as follows:

The City and the Union agree to recognize the CUPE, Local 5500 wide seniority principle combined with the following provisions:

- Promotions will be obtained, provided the candidate has the required knowledge, ability and qualifications to do the job. All things being equal, CUPE, Local 5500 seniority shall prevail.
- Layoffs and recalls will be done based on CUPE, Local 5500 wide seniority but with the required knowledge, ability, and qualifications to do the job.
- Overtime, vacation and statutory holidays will be booked by employees in their substantive positions and by classifications based on CUPE, Local 5500 wide seniority, or according to the provisions negotiated between the parties, such as the booking rules.
- CUPE, Local 5500 wide seniority will be used for booking purposes, by classification or bargaining unit, whichever applies currently – prior to date of signing of the new agreements.

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

#### **Seniority**

- \*(3)2.1 Seniority shall be determined by the date of appointment to a permanent position covered by a CUPE, Local 5500 bargaining unit.

The City shall provide a seniority list to the Union on or about January 31 and June 30 of each year.

A separate seniority list shall be maintained for temporary employees which will govern seniority among themselves but which will place them behind all permanent employees in order of seniority. However, when an employee becomes permanent, without a break in service of more than 19 days, then his or her seniority shall be determined by the date of hire as a temporary employee within the scope of CUPE, Local 5500.

(3)2.2 When an employee from outside the CUPE, Local 5500 bargaining units has passed the preliminary examination, he or she shall be considered on probation for a period of twelve (12) months. The employee will be given a minimum of 2 performance reviews during the 12 month period. At the end of the twelve (12) month period, the employee's performance shall be reviewed and, if found satisfactory, seniority shall be established as of the date of appointment in the permanent position covered by the CUPE, Local 5500 bargaining units.

(3)2.2.2 Where two or more employees have the same amount of CUPE Local 5500 seniority and where circumstances require a tie breaker, then the following tie breakers shall be used in the order indicated:

1<sup>st</sup>: Length of service with the City of Ottawa or one or more of its predecessor employers, then

2<sup>nd</sup> A coin toss by the President of the Local in the presence of the affected members.

(3)2.3 An employee who obtains a position and/or transfers between any of the three (3) bargaining units represented by CUPE, Local 5500 shall transfer with full seniority, and shall be subject to a trial period as per Clause (3)2.8.

#### Changes in Employment

(3)2.4 2.4.1 In case of reduction of staff, seniority shall prevail.

2.4.2 In the event a position being eliminated in the Bargaining Unit, all employees shall be rebooked, if required, in accordance with bargaining unit wide seniority and the booking rules.

\* (3)2.5 When an employee accepts a permanent position outside of the CUPE, Local 5500 bargaining units and subsequently seeks return to one of the CUPE, Local 5500 bargaining units:

\*2.5.1 Such employee will be treated as a non bargaining unit employee and will have to compete for a vacant position. Previous seniority will not be recognized and seniority will start to accumulate anew upon the date of return to a job in the Bargaining Unit.

\*2.5.2 if he or she requests or a return is otherwise arranged within six (6) months or less, he or she will return with the accumulated seniority he or she would have had had he or she not accepted a permanent position, providing the employee continues to pay the equivalent of union dues to the Union. It is the employee's responsibility to make arrangements directly with the Union to pay dues.

\* (3)2.6 When a vacancy occurs and no qualified applicant is available, the Employer may consider the most senior applicant who does not meet the required qualifications for the position, and who will meet the requirements of the position within a six (6) month period which may be extended by mutual agreement of the parties. The employee will be given a six (6) month trial period. At the end of the trial period, the employee will be interviewed to establish suitability for the position. If they are not selected as the incumbent, they will be returned to their former position with no loss of seniority.

### (3)2.7 Promotions

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

### (3)2.8 Trial Period

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

Within this period, the employee may voluntarily return, or be returned by the Employer, to the position formally occupied without

loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned, based on the applicable provisions of their collective agreement, to his/her former position and salary.

**\* (3)2.9 Temporary Appointments**

When an employee is transferred to or accepts a temporary position within or outside the Bargaining Unit, seniority shall continue in the former position until the employee returns to his or her former position or the temporary position becomes permanent, providing the employee continues to pay the equivalent of union dues to the Union.

Employees appointed into temporary positions retain the right to return to their substantive position for two years or for up to three years if appointed to projects with a time-limited duration unless their position has been declared redundant.

The Employer will make every reasonable effort to backfill temporary vacancies created as a result of the employee taking on a temporary appointment into another job.

(3)2.10 The City will provide a Retirees list every January.

**SECTION (3)3 – LAY-OFF AND RECALL**

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

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

\* (3)3.3 Where the City determines that there will be a layoff, a minimum 120 calendar days notice will be provided to the Union. During this period, the City and the Union will meet to discuss alternatives to the layoff.

\* (3)3.4 The City will advise the affected employee(s) in writing, with a copy to the Union prior to a lay-off. For employees with three (3) years of service or less, such notice will be four (4) weeks. Where the lay-off is indefinite or for a period of twelve (12) weeks or greater, or where the employee has greater than three (3) years of service, the notice period shall be six (6) weeks. Such notice of lay-off will include the duration of the lay-off.

- (3)3.5 In the event of a lay-off, employees shall be laid off in the reverse order to their seniority provided the remaining employees have the required knowledge, ability and qualifications to do the work.
- (3)3.6 In the event of a lay-off, employees affected shall, where positions are available, be given the opportunity to revert to a vacant position, provided the employees affected have the required knowledge, ability and qualifications to do the work. In the event no such vacant positions are available, the employee affected shall be given an opportunity to bump employees whose positions are in another classification, either within the same bargaining unit or other CUPE, Local 5500 bargaining unit, provided the employee affected has the required knowledge, ability and qualifications to do the work of the position as determined by the Employer.
- (3)3.7 Employees who have been displaced as a result of employees exercising their seniority rights as set out in clause (3)3.6 above may exercise their seniority rights in the same manner within five (5) days after being notified by the City that they have been displaced.
- (3)3.8 If a position covered by CUPE, Local 5500 collective agreements becomes open, employees on lay-off shall be recalled in order of their CUPE, Local 5500 seniority, to their own position, or to another position provided the employee affected has the required knowledge, ability, and qualifications to do the work of the position, as determined by the Employer. The Employer's obligation to recall shall expire two (2) years from the date of the original lay-off.
- (3)3.9 When an employee is recalled to his position or to another position for which the employee has the required knowledge, ability and qualifications to do the work of the position, as determined by the Employer, and the employee refuses the position, the Employer's obligation towards this employee will be deemed to have expired.
- (3)3.10 It is the responsibility of every employee to notify the Employer promptly of any change of address, telephone number and E-mail. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall.
- (3)3.11 Employees on lay-off shall be recalled in the order of their seniority on a CUPE, Local 5500 wide basis to a position of equal to or less than that classification they occupied at the time of lay-off provided

they meet the criteria outlined in article (3)1. If an employee's former position/job becomes available and if the employee has been recalled to a lower classification, such employee will be given first priority for reinstatement to that position/job.

- (3)3.12 An employee who fails to report to work after having been notified of a recall to work following a layoff shall be deemed terminated, unless the employee has a reason acceptable to the Employer.

#### **SECTION (3)4 – SEVERANCE PAY**

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

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

- (3)5.1 In the event that the introduction of new technology, methods of operation have the effect of requiring the lay-off of existing employees, the City shall endeavour to make changes in such a way that there will be the least possible hardship to employees. The City agrees to give notice to the employees and the Union at least a hundred and twenty (120) days prior to the date on which the technological change is effected. Either before or at the time of such notice, the parties shall meet and discuss the planned proposal prior to its introduction. The City further agrees that as far as it is reasonably practicable to do so, it will offer training opportunities to those employees displaced. In the selection of employees for training as a result of displacement caused by technological changes, assignments shall be made with due regard to ability, skill and seniority and the successful completion and passing of required tests.
- (3)5.2 In the event of a position becoming surplus or redundant due to technological or organizational change, the Employer agrees to the following provisions:
- 5.2.1 to meet with the Union as far in advance as possible to discuss the impact of the change;
  - 5.2.2 the provision of a training allowance to five thousand dollars (\$5,000.00) per member;
  - 5.2.3 the provision of a résumé service;
  - 5.2.4 the provision of one (1) month of outplacement counselling.

## **SECTION (3)6 – LEAVE OF ABSENCE; MATERNITY (PREGNANCY) LEAVE; SPECIAL LEAVE; PARENTAL LEAVE AND ELECTED OFFICE LEAVE**

- (3)6.1 Leave of Absence
- 6.1.1 The City may grant an employee, upon written application, one leave of absence without pay in any calendar year. In exercising its discretion, if management refuses the leave of absence, the employee will be given the reasons for the refusal in writing. Such leave of absence shall not exceed twenty (20) working days without loss of seniority except for

employees who may at the time be members of a committee, or officers of the Union or delegates to a convention of the Union. Employees with more than ten (10) years of service with the City may be granted up to forty (40) working days leave of absence without pay and without loss of seniority. If such leave of absence is granted by the City, it shall be confirmed in writing. During the first twenty (20) working days of leave of absence the employee shall be regarded as on temporary absence and various group benefits shall be continued during that period with the employee paying the required employee portion of premiums or contributions. After twenty (20) working days, all benefits participation is suspended. However, the employee may continue Life Insurance coverage by reimbursing the City the cost of these premiums. The period of absence shall not count for service for vacation, sick leave or any other entitlement. Failure of the employee to return to work by the date agreed upon when the leave of absence was granted shall be sufficient cause for termination of employment.

6.1.2 It is understood that leave of absence granted in accordance with (3)7.1.1 will not be considered lost time towards the attendance management program.

6.1.3 All employees are entitled to apply for a Leave of Absence in accordance with the City of Ottawa policies.

### (3)6.2 Application for Leave

Employees wishing to take Leave of Absence, Maternity (Pregnancy) Leave, Parental Leave, Elected Office Leave, Special Leave, or Bereavement Leave or apply for Sick Leave must apply through their Supervisor, in advance when appropriate, using the appropriate City of Ottawa leave application form.

### (3)6.3 Maternity (Pregnancy) Leave

6.3.1 Employees who are pregnant and who have been employed with the City for at least thirteen (13) continuous weeks prior to the expected date of birth are entitled to take Maternity (Pregnancy) Leave.



- 6.3.2 Maternity (Pregnancy) Leave will be granted in accordance with the Maternity Leave provisions of the Canada Labour Code, except where amended by this provision.
- 6.3.3 The employee shall give written notification to the City at least four (4) weeks in advance of the commencement of such leave. Such notification shall include the expected date of return. At such time, she shall provide the City with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.
- 6.3.4 An employee wishing to alter the commencement date of Maternity (Pregnancy) Leave must confirm such request, in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- \*6.3.5 During the Employment Insurance waiting period and the fifteen (15) weeks that the employee is eligible for Employment Insurance Maternity (Pregnancy) Leave benefits, an employee who is on Maternity (Pregnancy) Leave, who has completed six (6) months continuous service on the date on which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act, shall receive payments from the Supplementary Employment Benefit Fund to bring her combined E.I. and Supplementary Unemployment Benefit Plan (S.U.B.P.) payments to ninety-three percent (93%) of her normal pay. The "top-up" benefit will be the difference between ninety-three percent (93%) of the employee's normal weekly salary (based on eighty (80) hours biweekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence upon receipt by the City of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity (Pregnancy) Benefits.

(3)6.4 Parental Leave

- 6.4.1 Employees who have been employed with the City for at least thirteen (13) continuous weeks and who are the parent of a child following the birth of the child, the adoption of the child, or the coming of the child into the employee's custody,

care and control for the first time, will be granted parental leave in accordance with the provisions of the Canada Labour Code, except where amended by this provision.

- 6.4.2 The employee shall give written notification to the City at least four (4) weeks in advance of the commencement of such leave. Such notification shall include the expected date of return.
- 6.4.3 If the child comes into the employee's custody, care and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The employee shall then provide written notice to the City within two weeks after commencing such leave.
- 6.4.4 An employee wishing to alter the commencement date of the leave must confirm in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.
- 6.4.5 The Parental Leave may only be taken during the fifty-two week period beginning:
  - (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
  - (b) in the case of an adoption, on the day the child comes into the actual care of the employee.
- \*6.4.6 An employee who is on Parental Leave, who has completed six (6) months continuous service on the date on which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act, shall be paid a Supplementary Employment Benefit Fund for a maximum period of ten (10) weeks to bring his/her combined E.I. and Supplementary Unemployment Benefit Plan (S.U.B.P.) payments to ninety-three percent (93%) of his/her normal pay. The "top-up" benefit will be the difference between ninety-three percent (93%) of the employee's normal weekly salary (based on eighty (80) hours biweekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment

shall commence following completion of the Employment Insurance waiting period and receipt by the City of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance Parental Benefits.

(3)6.5 Benefits While on Maternity (Pregnancy) and/or Parental Leave

While on Maternity (Pregnancy) Leave and/or Parental Leave as provided under this Section, an employee will earn vacation leave credits and be entitled to continued coverage under all benefit plans. If the employee does not wish to continue contributions to the Pension Plan, the employee may opt out of the Plan. An employee choosing to opt out of the Pension Plan must do so in writing.

(3)6.6 Accumulation of Seniority While on Maternity (Pregnancy) and/or Parental Leave

The employee will continue to accumulate seniority while on Maternity (Pregnancy) Leave and/or Parental Leave.

(3)6.7 Special Leave

\*6.7.1 Special Leave from employment with full pay up to five (5) days, to a maximum of 40 hours, per year may be granted to an employee for the following reasons:

- (a) the unexpected or sudden illness of the employee's spouse or child and/or his/her aging parent which prevents the employee from reporting to duty;
- (b) emergency situations which prevent the employee from reporting to duty;
- (c) the birth or adoption of a child;

Special Leave is to be utilized solely for the purposes as specified above. It is understood that requests will not be unreasonably refused.

6.7.2 To qualify for Special Leave, the employee must have:

- (a) completed six (6) months of employment;

(b) notified his or her Manager or designate as soon as possible in advance of the date and time off required.

\*6.7.3 Special Leave may be taken in minimum units of one-half (1/2) hour. Time required in excess of one (1) day may be extended beyond one day and will be considered on an individual basis. Authorization shall be solely at the discretion of the Employer.

6.7.4 It is recognized that Special Leave is not a substitute for sick leave or other leave of absence and therefore, employees who persistently request such leave will be required to produce satisfactory evidence.

6.7.5 In the event of an emergency, the requirement for advance notice shall be waived.

\* (3)6.8 Professional Appointments

For professional appointments such as medical, dental, legal and optical, a maximum of two (2) hours only may be allowed. Employees allowed time off for appointments will make up the time taken by working an equivalent amount of time outside their regular time. No overtime payments shall be made until full compensation has been made for time off. It is understood that this time off will not be considered lost time toward the Attendance Incentive Program.

\* (3)6.9 Elected Office Leave

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

**SECTION (3)7 – UNION ACTIVITIES**

(3)7.1 Union representatives may receive but not solicit employees' complaints during the working hours of the employees or union representative. With the permission of the Supervisor concerned, the Union representative may discuss such complaints or grievances of

employees on the premises during City hours but only to such extent as does not neglect, retard or interfere with the work and duties of such Union officials or representatives, or with the work or duties of employees.

(3)7.2 Any employee elected as a national representative shall upon written application to the Manager, Litigation and Labour Relations, be granted leave of absence without loss of seniority for the duration of the period he or she is so acting. Upon completion of the national representative requirements, the employee shall be reinstated in his or her former employment and seniority provided the employee is qualified, after having received the normal training required to re-enter such a position.

(3)7.3 The City will not charge the Union for salaries of employees excused from work on Union business, when arranged in advance with the appropriate manager, where such time is one (1) day or less and when it involves joint Union-Management committees or government-sponsored conferences.

\* (3)7.4 Negotiations Committee

The City will pay regular wages for a normal work day for seven (7) bargaining unit representatives for the first ten (10) mutually scheduled days of negotiations between the City and Union, provided all bargaining unit certifications are negotiated at the same time. After ten (10) days of negotiations, five (5) bargaining unit members will be paid in accordance with the above.

Should the parties decide not to negotiate the collective agreement for the three (3) certifications together, the City will pay regular wages for a normal day for five (5) bargaining unit representatives for mutually scheduled days of negotiations between the City and the Union.

(3)7.5 Leave for Union Business - Conventions

7.5.1 The Employer agrees to grant a leave of absence, with pay and without loss of seniority, for up to two (2) members of the Bargaining Unit who are appointed as delegates to attend the following:

- Canadian Labour Congress;
- CUPE National Convention;
- CUPE Ontario Convention;
- Ontario Municipal Employees Coordinating Conference;
- Ontario Federation of Labour Convention;
- CUPE National Human Rights Conference;
- Canadian Health and Safety Conference,

to an annual maximum total of fifty (50) working days per calendar year.

- 7.5.2 The Union will notify the employee's manager of each delegate at least twenty (20) days prior to the date that delegates will be leaving to attend the convention. A copy of this notification will be provided by the Union to Labour Relations.

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

- (3)8.1 Any new full-time post added to the establishment within the Bargaining Unit shall be posted on the appropriate City bulletin boards in a prominent place and applications shall be received.
- \*(3)8.2 Where a job vacancy occurs within the bargaining unit, the City shall, before filling such vacancy with a new employee, make the vacancy available to existing CUPE, Local 5500 employees, and employees on lay-off from the bargaining unit within a two (2) year period from the date of the original lay-off. It is the responsibility of the employee on lay-off to contact the City on a regular basis.
- (3)8.3 Any appointment shall be a function of Management, but the Union shall be informed of the appointment by the Human Resources Department on a monthly basis.
- (3)8.4 In order to be considered eligible, an employee must meet the minimum qualifications for a position and apply in accordance with the poster to the Human Resources Department.
- (3)8.5 If a position cannot be filled satisfactorily from existing CUPE, Local 5500 employees who apply, the City may recruit externally.

## **SECTION (3)9 – DISCIPLINE**

- (3)9.1 The Employer shall not discipline or terminate an employee without just cause.
- (3)9.2 The Employer shall not censure any employee in public, or at any workplace or facility for alleged non-compliance of policies or procedures. Before disciplining an employee, the Employer shall carry on a full and fair investigation. Repeated violations of the rules shall be just cause for dismissal. Immediate suspension with pay pending investigation may take place if the Employer believes there is a serious danger for the Employer, employees, property or to the general public. Employees whose work performance or behaviour is of such a standard as to warrant discipline shall be provided a notice of interview in writing. The notice shall contain specific reasons pertaining to the meeting. This notice shall also advise the employee of their right to be accompanied by a Union representative at the meeting.
- (3)9.3 The Union will be provided with a copy of notices of interview and all disciplinary letters issued to employees.
- \*(3)9.4 Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed as follows, provided that no further similar disciplinary action has been recorded.
- Written warnings remain on file for 12 months
  - One-day Suspensions remain on file for 18 months
  - Suspensions greater than one day remain on file for 24 months

## **SECTION (3)10 – BEREAVEMENT LEAVE**

- (3)10.1 An employee shall be granted paid bereavement leave as follows:
- 10.1.1 Upon the death of spouse, common-law spouse, child, parent, brother, sister or person standing in loco parentis, a maximum of five (5) working days including the day of the funeral;
- 10.1.2 Upon the death of mother-in-law, father-in-law, a maximum of three (3) working days;

- 10.1.3 Upon the death of brother-in-law, sister-in-law, grandfather or grandmother, grandchild, son-in-law or daughter-in-law of either the employee or the employee's spouse or common-law spouse, a maximum of two (2) working days;
- (3)10.2 When a bereavement occurs while the employee is on vacation, the vacation period will be extended by the number of days of bereavement leave that the employee would have been granted had he or she been scheduled to be at work. Under normal circumstances bereavement leave will be granted after the vacation period. However, the City reserves the rights to schedule the time off at a later date.
- (3)10.3 The employee shall inform the Employer of his/her need for bereavement leave as soon as practicable.

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

- (3)11.1 Any employee called upon to serve on a jury, subpoenaed as a Crown witness or subpoenaed as a witness in any legal proceedings shall notify his or her department at the earliest possible moment and submit a copy of the notice of jury duty selection or subpoena before being relieved from duty, unless there is insufficient time to do so. The employee shall be allowed regular wages or hours lost less any amount received by way of fees for service on a jury or as a witness.
- (3)11.2 When an employee has been called for jury selection and is not selected to serve on a jury or the jury duty has ended or when an employee has been subpoenaed as a witness and is relieved from the duty to continue attending as a witness at the proceedings, the employee must report to branch and make himself or herself available for any work falling within his or her normal working hours. The onus shall be upon the employee to ascertain from the appropriate authority if his or her continued attendance is required in the event of any adjournment.
- (3)11.3 When an employee who is booked to work on a shift commencing between 17:00 hours and 24:00 hours has been called for jury selection or subpoenaed as a witness, the employee will be released from duty with no loss of pay eight (8) hours prior to the specified time he or she is scheduled to appear at the Sheriff's or Court Office.



- (3)11.4 (a) When an employee has been selected to serve on a jury or subpoenaed as a witness on a scheduled work day and, as confirmed in writing by an appropriate authority, spends four (4) or more hours on such service, whether or not it falls outside the employee's scheduled working hours, the employee shall be excused from reporting to work and shall receive payment as provided in (3)11.1.
- (b) When an employee spends less than 4 hours on a jury or subpoenaed as a witness, the employee will report for the remainder of their scheduled shift or for their next regularly scheduled shift if the shift starts after the completion of the jury/witness duty. The total number of hours worked and paid as jury/witness duty shall be equal to the employee's normal work day.
- (3)11.5 Payment shall be made to an employee who appears as a Crown witness on his or her own time if the witness duty is job related.
- (3)11.6 When as a result of a job related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the employee will be reimbursed a full vacation day for each of a scheduled court appearance.
- (3)11.7 An employee who is subpoenaed in relation to participation in activities outside the City shall not be eligible for payment for time lost from work as provided in (3)11.1.

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

- \*(3)12.1 Employees whose work shift is extended by three (3) or more hours over their work shift shall receive a meal allowance to the value of ten dollars (\$10.00).

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

- (3)13.1 The Union recognizes the responsibility of the City to monitor the fitness to work of all its employees in the interest of their safety and the safety of the public.
- (3)13.2 The City respects the confidentiality of employee medical records. Under normal circumstances, the City also recognizes the entitlement of its employees to their own choice of physician.

- (3)13.3 Where the City specifies on reasonable grounds that it is of the opinion that an employee may be medically unfit to work on a regular basis, the City may require the employee to provide, at his or her own expense, a certificate of a licensed physician attesting to his or her fitness for work.
- (3)13.4 Where the City specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work or may jeopardize the safety of others, notwithstanding the delivery of the certificate, the City shall meet with the employee (and his or her Union representative, if the employee so requests) to discuss the work performance of the employee.
- (3)13.5 Following such meeting, where the City specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work, it may require the employee to provide, at the Employer's expense provided the Health Care Plan does not cover such costs, a further certificate of a licensed physician attesting to his or her fitness for his or her work, and certifying that the physician has fully informed himself or herself of the nature of such work by discussing it and the employee's medical condition with the City physician. For these purposes, it is recognized that the City has the right to send the employee to the City physician to undergo a medical assessment, for the particular problem specified on reasonable grounds, sufficient for the City physician to be able to provide the City with a medical opinion as to the employee's fitness to work.
- (3)13.6 Where the City specifies on reasonable grounds, and on the advice of the City physician, that it continues to be of the belief that an employee may be medically unfit for work, notwithstanding the provision of the certificates mentioned in Subsections 14.3 and 14.5, it may require the physicians of the employee and the City to jointly select a third physician, who shall examine the employee and provide a further certificate attesting to the fitness or unfitness of the employee for work. The certificate shall be conclusive of the issue of fitness for work. The cost of the medical exam and certificate will be paid by the Employer provided the Health Care plan does not cover such costs.

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

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

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

- \*(3)15.1 Any employee returning from any absence of four (4) or more days due to illness or injury is required to produce at his or her own expense a certificate of a licensed physician attesting to his or her fitness for work, before resuming work. If the employee is unable to return to work after four (4) days, he or she shall submit a certificate of a licensed physician at the first practical opportunity indicating a prognosis as to the likely date of return to work, if known. An employee returning to work after an absence of four (4) or more days must inform his or her supervisor at least eight (8) hours prior to his or her return.
- (3)15.2 An employee, who due to illness or personal emergency needs to be off, must notify the Employer as soon as practicable prior to their absence. Employees who have been off sick must report their intention to return prior to 17:00 on the day prior to their return.

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

- (3)16.1 An employee who wishes to apply for benefits under any of the Benefit Plans is required to complete, or have completed, at his or her own cost, all the necessary documentation including Attending Physician’s Statement, if applicable.

### **SECTION (3)17 – MILEAGE**

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

Employees required to attend meetings or work at a site other than their booked work site and who use their own vehicle to travel to this alternate location will be entitled to claim mileage reimbursement in accordance with the provisions of the Mileage and Parking (Local Transportation) Policy as amended from time to time,

### **SECTION (3)18 – TUITION, SABBATICAL LEAVE AND EXAMINATION**

(3)18.1 The City's policy on Sabbatical Leave shall apply to members of CUPE, Local 5500.

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

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

### **SECTION (3)19 – LEGAL PROTECTION**

\*(3)19.1 The Employer agrees to provide legal protection or reimbursement for legal costs, including judgment costs, to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders and provided, in any event, that the employee acted in good faith.

The City also agrees that employees shall be compensated for all required time attending such legal proceedings, including interview with City Solicitors.

### **CLAUSE 4 – PAY AND HOURS OF WORK**

#### **SECTION (4)1 – HOURS OF WORK**

The provisions of this clause are amended by or are to be read in conjunction with the Overtime and Lieu Day Rules as set out in Section (4)10.

(4).1.1 Forty (40) hours in each week shall constitute the normal work week. The normal working periods or shifts shall be five (5) days of eight (8) hours per day during the life of this agreement.

(4)1.2 Whenever possible, every work shift shall be completed within a spread of eleven and a half (11 1/2) hours in any one (1) day. Night shifts shall be eight (8) continuous hours as defined in (4)1.1. above.

A day shift is defined as any shift that commences between 04:00 and 13:30 hours.

- (4)1.3 Transit Supervisors are required to make daily reports for which payment is incorporated in the rates of pay.
- \* (4)1.4 Employees called in to work shall be paid at their rate of pay and a minimum of two (2) hours at time and one half.
- (4)1.5
  - 1.5.1 Employees required to attend information meetings/sessions prior to the start of or extending beyond the end of their shift, will be paid at the rate of time and one-half for that period of time before or after their booked shift.
  - 1.5.2 Employees requested to attend information meetings/sessions on their scheduled day off will be paid a minimum of three (3) hours at straight time.
- (4)1.6 While on paid duty, employees will remain on call and available at all times.
- (4)1.7 Employees booked at the General Booking or Relieving Booking on two (2) subsequent shifts which are less than eight (8) hours apart shall be offered alternate hours of work if operational requirements permit, which provide a minimum of eight (8) hours off between shifts.
- \* (4)1.8 All employees shall be available for emergency work. Employees shall be offered the work in order of seniority. If no employees accept the work a sufficient number of employees with the lowest seniority shall be required to perform the work. For the purposes of this provision, an emergency is an event which is unforeseen and which requires immediate action, as defined in Section (14)1.1.
- (4)1.9 Initiated Call Sheet  
  
It is agreed that if a call sheet has been initiated to fill a full open shift, the call sheet will be completed. When all eligible employees have refused to work the full open shift, management will follow the applicable section of the collective agreement if it is decided to fill the open shift as a split shift. Management will not have any obligation to force employees in to fill the open shift once all employees have been offered work and refused such work.

## **SECTION (4)2 – RATES OF PAY**

(4)2.1 During the life of this Agreement, Transit Supervisors shall be entitled to be paid as set out in Appendix "A", Salary Schedule.

(4)2.2 Transit Supervisors shall be paid bi-weekly.

(4)2.3 The City undertakes and agrees that it will not change any salaried Transit Supervisor currently employed by the City from a salaried employee to our hourly or daily wage rate employee.

### **\* (4)2.4 Shift Premium**

Employees will be paid a shift premium of \$1.00 per hour for all regularly scheduled hours worked between 22:00 and 06:00, exclusive of overtime.

### **\* (4)2.5 Training Premium**

An employee who is assigned to provide training, mentoring or coaching to employees new to their position and students on an educational placement, shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours performing this function in addition to his normal rate and any other premiums.

## **SECTION (4)3 – OVERTIME**

\* (4)3.1 If and when overtime work is available, it shall be distributed on a seniority basis in accordance with the Booking Rules for each classification. Pay shall be calculated at time and one half (1.5).

\* (4)3.2 Employees called upon to work their day off will be paid at the rate of time and one half (1.5).

(4)3.3 If an eight (8) hour shift is extended, time and one-half (1.5) will be paid on those hours of excess of eight (8) hours.

(4)3.4 An employee shall not work, except in the case of emergency, any combination of booked work and overtime which will exceed sixteen (16) consecutive hours within the twenty-four (24) hour period that begins with the start of the employee's scheduled shift or which will not allow a minimum of eight (8) hours of rest before commencing work again.

- (4)3.5 An employee who has not worked all regular hours in a pay period may be denied the right to work overtime in the next pay period.
- (4)3.6 Employees may elect to bank overtime hours as per Section (4)11.
- (4)3.7 An employee who has worked twenty-four (24) hours of overtime in a pay period shall be permitted but not forced to work overtime for the remainder of that pay period, save and except emergency work.
- (4)3.8 When the Employer has to force in one (1) or more employees to work overtime, reverse order of seniority is followed to determine which employee(s) will be assigned the work. It is understood that employees cannot be forced to work overtime hours that would put them in violation of any applicable legislation.

#### **SECTION (4)4 – SUNDAY WORK**

- (4)4.1 Rates of pay for work performed on Sundays shall be time and one quarter of the employee's job classification rates.

#### **SECTION (4)5 – GENERAL AND DESIGNATED HOLIDAYS**

- (4)5.1 The following are general statutory holidays:

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

- (4)5.2 The following are designated holidays:

Civic Holiday  
Easter Monday

- (4)5.3 The holidays listed in (4)5.1 and (4)5.2 above may be celebrated on dates coincident with their celebration in the Federal Public Service.

- (4)5.4 An employee whose work schedule requires him or her to work on any of the holidays listed in (4)5.1 and (4)5.2 above shall be compensated for time worked on such days by a normal day's pay plus pay equal to one and one-half (1½) times the employee's basic hourly rate of pay for all hours worked.
- (4)5.5 If an employee does not work on one of the holidays listed in (4)5.1 and (4)5.2 above because the day falls on the employee's scheduled day off, the employee shall be paid a normal day's pay.
- (4)5.6 If an employee whose scheduled day off falls on one of the holidays listed in (4)5.1 and (4)5.2 above is required to work, the employee shall receive, in addition to a normal day's pay, pay in an amount equal to one and one-half (1 ½) times the employee's basic hourly rate of pay for all hours worked.
- (4)5.7 Notwithstanding the above provisions, in respect to an employee who does not work on a holiday, such employee shall not be entitled to receive pay for the holiday if:
- 5.7.1 the employee received IPP, WSIB or LTD payments for the holiday;
  - 5.7.2 the employee had not received wages for work performed for at least fifteen (15) days during the thirty (30) calendar days immediately preceding a holiday unless the employee had returned to work and had been in receipt of IPP, WSIB or LTD payments.
  - 5.7.3 there is any period in which the employee is not receiving regular wages.

#### **SECTION (4)6- BANKING HOLIDAYS**

- (4)6.1 An employee may elect to bank as lieu days up to five (5) general or designated holidays annually to be taken as time off provided the banking of such lieu days does not interfere with the normal work schedule.
- (4)6.2 An employee may elect to bank lieu days only when a general or designated holiday falls within his or her period of annual vacation or on the employee's regular day off, whether working or not, to a maximum of eight (8) hours. The banked days shall be taken at the



discretion of the employee but with the approval of the Management Representative.

**\*SECTION (4)7 - BOOKING RULES**

**\* (4)7.1 SENIORITY**

All permanent staff in the Transit Operations Branch shall be booked in accordance with bargaining unit wide seniority within their classification.

***COORDINATORS, COMMUNICATIONS – TRANSIT CONTROL ROOM***

It is understood that Coordinators, Communications-Transit Control Room employees follow a rotating shift schedule as determined by management. Management will consult with the Union and consider recommendations prior to making any changes to the shift schedule.

**Coverage of Work – Coordinators, Communications-Transit Control Room**

When management determines that a shift requires coverage, the shift will first be offered to Coordinators, Communications-Transit Control Room. If there is no Coordinator available to cover the work, the required work may be covered by a Transit Supervisor already on duty.

***TRANSIT SUPERVISORS***

**\* (4)7.2 GENERAL BOOKINGS**

The General Booking will contain the Daily, Saturday and Sunday work shifts and may include statutory holidays and/or annual vacations. Transit Supervisory staff shall normally book their work at least thirty (30) days in advance of the effective date of the General Supervisory Booking.

The City agrees to submit the work shift board for the General Booking of Transit Supervisors and Temporary Transit Supervisors to the Union Committee two (2) weeks prior to it being posted. The City agrees to advise the Union of any further changes as they may occur.

The Union Committee's request for changes shall be discussed with the Manager or their designate. If a mutually satisfactory agreement is not reached, Management will respond to the Union's proposals within two (2) working days in writing and the booking will then be posted.

Upon implementation of the computerized booking process, the parties agree that bookings will be conducted on the employee's work time using a computer. In the case of a Supervisor not being available, the Union will book for this Supervisor. Should this process not be available, the City will pay employees one (1) hour for attending the General Booking on their own time. This payment would not apply in the case of a re-booking.

7.2.1 The Relieving Supervisor shall be paid or may bank in their lieu time bank an additional one hour's pay at the regular rate each Friday for call up. This is in addition to any other payment for which the Relieving Supervisor is eligible.

(4)7.3 **BOOKING REPRESENTATIVES**

A Booking Official appointed by Management shall be in charge of all Bookings. The Union will designate one (1) or more of its representatives to attend. If an employee is unable to be present at a Booking, he or she shall be booked by the Management appointee and the Union representative having due regard for the individual's qualifications and bargaining unit wide seniority.

(4)7.4 **DAYS OFF**

Transit Supervisory staff selecting work at the General Booking will book their days off according to bargaining unit wide seniority.

4.1 **Saturdays Off**

Based upon the current establishment, twenty-two (22) Transit Supervisors shall continue to book off both Saturdays by bargaining unit wide seniority. If the establishment increases by one (1), without any accompanying shift increase, two (2) additional Transit Supervisors will book one Saturday off and one to work by bargaining unit wide seniority. If the establishment increases by two (2) without an accompanying shift

increase, another two (2) Transit Supervisors will book one Saturday off and one to work by bargaining unit wide seniority. If the establishment increases by three (3) without an accompanying shift increase, an additional Transit Supervisor will be permitted to book off both Saturdays by bargaining unit wide seniority. If there is an increase in the number of Saturdays shifts, then any increase in the establishment will be used to offset that requirement before the number of Transit Supervisors permitted to book off Saturdays is increased.

4.2 **Sundays Off**

Twenty-two (22) Transit Supervisors shall continue to book both Sundays off by bargaining unit wide seniority. If the establishment increases by one (1) without an accompanying shift increase, then two (2) additional Transit Supervisors will book one Sunday off and one to work by bargaining unit wide seniority. If there is any further increase to the establishment without an accompanying shift increase, an additional Transit Supervisor will be permitted to book off both Sundays by bargaining unit wide seniority. If there is an increase in the number of Sunday shifts, then any increase in the establishment will be used to offset that requirement before the number of Transit Supervisors permitted to book off Sundays is increased.

4.3 **Other Time Off**

If an employee requests and is granted time off for a period of less than four (4) hours during a normal work shift, he or she will compensate for this time using one of the following two (2) methods.

- (a) By working equivalent hours at a ratio of one for one, as assigned by the Superintendent. If the employee chooses to cover the time off with this method, no overtime will be paid or accumulated until full compensation has been made for the time off.
- (b) In lieu of assigned compensation work as described in (a) above, the employee may use

equivalent hours already accumulated in the employee's lieu time bank, provided it is less than four (4) hours. For greater clarity, it is understood that in no circumstances, will employees be advanced unearned lieu time at the converted overtime rate.

If more than one shift is available to repay the time as per paragraph (a) above, the senior Transit Supervisor owing time shall have his or her choice of these shifts.

**\* (4)7.5 VACATION SPARES**

Vacation Spares will book open work resulting from the booking of annual vacations. Vacations Spares must be trained and qualified to perform the work they book.

The Vacation Spares will book the work and the days off of an individual Transit Supervisor on a weekly basis.

When no Vacation relief work is available, Vacation Spares will book remaining open work by seniority during the booking of the regular Relieving Transit Supervisor and ahead of any Temporary Transit Supervisor. Days off will be assigned by the Booking Superintendent.

**(4)7.6 TEMPORARY TRANSIT SUPERVISORS**

Temporary Transit Supervisors may be used to cover open work such as lieu days, banked overtime, additional vacation allotments, loose vacation days, leave of absence, maternity or parental leave, long term or short term illness. The number of Temporary Transit Supervisors will be limited to a maximum of six (6). The use of these temporaries is as follows:

7.6.1 Up to six (6) Temporary Transit Supervisors may be booked for the entire booking at a General Booking.

7.6.2 Temporary Transit Supervisors may be booked at a weekly booking for the entire week as set out below, provided the total number of long term and short term Temporary Transit Supervisors booked does not exceed the maximum of six (6).

- 7.6.3 One (1) short term temporary may be used when a minimum of three (3) established shifts are open which that employee can cover.
- 7.6.4 A second short term temporary may be used when an additional minimum of four (4) established shifts are open which that employee can cover.
- 7.6.5 A third short term temporary may be used when an additional minimum of five (5) established shifts are open which that employee can cover.
- 7.6.6 One (1) short term temporary may be moved into a long term temporary position, if a known booked shift becomes vacant for any reason for more than four (4) consecutive weeks.

Temporary Transit Supervisors will not be permitted to work their regular ATU 279 work on either a scheduled or overtime basis during any CUPE 5500 booking period on which they are booked including their days off, or they forfeit their CUPE 5500 booked work.

\*(4)7.7

### **RELIEVING**

Permanent and Temporary Relief Supervisors must be trained and qualified to perform the work they book.

The Union may contact the Booking Superintendent at noon on Thursday to be informed as to the most current information on the number of open work shifts to be covered during the following week and the number of Temporary Transit Supervisors who may need to be booked for the week.

Permanent Relief Transit Supervisors will be permitted to book each week from all available work and days-off open for the following week.

When Temporary Transit Supervisor are brought on, sufficient open days-off will be assigned by the Superintendent, including all open weekend work, before the booking in order to create a balance in the number of days-off with the requirements for days-off.

Permanent Relief Transit Supervisors will be offered the opportunity to change their booked days-off if this will not generate additional open work at the completion of the relief booking.

If any open work is available on Sunday or Saturday, Permanent Relief Supervisors will be allowed to change their shift.

Open work includes established shifts for the current booking only. The remaining open work and days-off may be covered by Temporary Transit Supervisors.

Relief bookings will normally take place on Fridays starting at 08:00 hours. A Superintendent or an Acting Superintendent will conduct this booking.

(4)7.8 **COVERAGE OF WORK**

7.8.1 Permanent Transit Supervisors and long term Temporary Transit Supervisors booked for the entire booking will select from all available work at the General Booking by bargaining unit wide seniority.

\*7.8.2 Work which comes open prior to the weekly booking will be booked on the following basis:

- a) Relieving personnel in order of bargaining unit wide seniority and vacation spares with no work assigned.
- b) Short term Temporary Transit Supervisors in order of bargaining unit wide seniority.

7.8.3 Remaining shifts will be booked as follows:

- a) At straight time by:
  - i) Permanent Relieving Transit Supervisors and Short Term Temporary Transit Supervisors when assigned work other than established shifts.
  - ii) Transit Supervisors, who owe time as a result of excused absence.
  - iii) All booked Transit Supervisors may be required to accept a reassignment of opened

work on a daily basis, provided that the Transit Supervisor has been advised of the time change the day prior to the work being performed; and no Transit Supervisor who is booked on day work will be required to work nights, nor will a Transit Supervisor booked to work nights be required to work days.

- b) At overtime by:
  - i) Permanent or Temporary Transit Supervisors in order of bargaining unit wide seniority.
  - ii) When covering open work and overtime payment is involved, Supervisors who have already been booked on either four (4) straight time hours or three (3) overtime hours will not be offered additional work until everyone else has had an opportunity to book overtime.

7.8.4 The Supervisor being offered the work must advise the caller if they have already been booked on overtime work as per this section.

\*7.8.5 Priority for Covering Two-Piece Lieu Time or Overtime Work

Two permanent Supervisors can book a two-piece overtime shift before any Temporary Supervisor who could work the whole shift as one piece. Two Supervisors must be available to cover the entire shift (both pieces of work). This applies only to covering two-piece work due to lieu time or overtime.

\* (4)7.9 **BOOKING OFF**

Transit Supervisory staff intending to be off must notify the Duty Superintendent as soon as practicable.

(4)7.10 **REQUESTS FOR LEAVE**

Open shifts resulting from a request for leave will be covered by the procedure outlined in Section (4)7.8 – Coverage of Work.

(4)7.11 **STATUTORY HOLIDAY BOOKING**

A special booking shall be in effect for Statutory Holidays. Statutory Holidays shall be booked according to bargaining unit wide seniority except that three (3) Transit Supervisors may be required to work both Christmas and New Year's day. If there is a reduction in the present Christmas and New Year's day shifts, then the number of three (3) Transit Supervisors required to work shall be reduced. Statutory Holidays may be as celebrated by the Federal Government.

In the event of a shift becoming open for any reason it shall be re-booked by Transit Supervisors seniority by those not previously booked on that holiday.

(4)7.12 **BOOKING DATES**

Bookings shall take place no less than three (3) times a year (as per Section (4)7.2) unless otherwise agreed to by both parties.

\*(4)7.13 **RE-BOOKINGS**

Changes in shift (time spread), additional shifts or deletion of shifts or staffing changes due to members returning from LTD/WSIB or other duties may trigger a rebooking, such rebooking shall be discussed with the Union Executive. Management will ascertain whether a re-booking is necessary. If a re-booking is approved, it shall be at least six (6) weeks before the expiry of the regular booking. If it is less than six (6) weeks before the expiry of the regular booking, then a re-booking should not be held.

(4)7.14 **SUMMER VACATION BOOKING**

The City shall permit a minimum of five (5) employees to book vacations at the same time during the Summer Booking only. This minimum may be exceeded provided there are sufficient Temporary Transit Supervisors available to cover any additional vacation allotment and other open work.

(4)7.15 **SPECIAL CHRISTMAS/NEW YEAR'S BOOKINGS**

A special weekly seven (7) day schedule will be posted for daily selection. The booking will take place at the regularly scheduled booking which is scheduled in advance of the statutory holidays.

Employees shall select work and days off by seniority from the available posted work for both the daily boards and the statutory holiday boards.



The posted hours of the individual days will reflect service requirements associated with the advertised public schedule.

Statutory holiday work shall be booked separately in accordance with Section (4)7.11 and shall be paid in accordance with Section (4)5 – General and Designated Holidays.

**\* (4)7.16 BOOKING RESTRICTIONS**

Employees who are absent from a booking due to an approved leave (except as outlined below) are required to inform the Booking Officer of their desired booking preferences before the booking commences in order to select work. If the employee submitted preferences and returns to work with more than six (6) weeks remaining in the booking then he or she will return to their selected work. If the employee did not submit preferences, or returns with less than six (6) weeks remaining in the booking, the employee will be placed on the relieving board in order of seniority. If any temporary employee was brought up to cover the leave, the employee will be returned to his or her substantive position.

Employees who are absent on short term sick leave without a confirmed return to work date, on long term disability or on WSIB are permitted to book work at a general booking under the following conditions:

- They submit to the Employer an acceptable medical certificate prior to the date of the booking, and,
- The medical certificate provides a date for return to full duties that is at least six (6) weeks before the end of the booking.

Employees that do not submit their medical certificate prior to the booking or where the return to work date is unknown or less than six (6) weeks from the end of the booking are ineligible to book.

An employee who accepts a temporary or acting position or who is working on a special project is permitted to book work at the general booking provided they are expected to return within six (6) weeks before the end of the booking.

**(4)7.17 No Forcing of Junior Supervisor While on Vacation**

At the main booking (minimum 3 times per year) and as a last resort, a Supervisor's seniority for annual vacation or days off preference will be superseded to fulfill service requirements should a junior Supervisor be forced on annual vacation or on days off during the week.

**\*SECTION (4)8 - OVERTIME WORK / LIEU TIME WORK / SHIFT EXTENSIONS**

**(4)8.1 POSTING AND COVERAGE OF OVERTIME WORK**

8.1.1 All provisions of Section (4)7.8.3 (a) shall apply to the coverage of available overtime for shifts or pieces of work.

Management may, when there has been an administrative error or mistake and at no cost to the Employer, cancel a booked overtime shift by noon on the day prior to the day of the shift.

8.1.2 Any piece of available work of more than two (2) hours shall be booked in accordance with this article.

8.1.3 An overtime book shall be made available in the Control Room. Management may choose to post open shifts. Shifts that are to be booked shall be posted twenty-four (24) hours before the shift is to be booked. Otherwise it shall be booked as per Section (4)7.8.3 (b) using the call book method.

8.1.4 Any overtime work posted shall have a booking time, normally noon of the previous day.

8.1.5 A Transit Supervisor must place their name on posted overtime work in advance of the noon booking time to be considered for that shift or piece of work.

8.1.6 Any Transit Supervisor bidding on more than one piece of work shall indicate their preferences numerically.

8.1.7 A Transit Supervisor may bid on a portion of posted shifts or pieces of available overtime

8.1.8 The Superintendent or Acting Superintendent, when booking overtime, shall give priority to a Transit Supervisor who can cover the entire shift or piece of work posted. Thereafter the work shall be given to Transit Supervisors as split shift.

8.1.9 A Transit Supervisor Overtime Call Book with an up-to-date seniority call list indicating preferences shall be kept available in the Control Centre. Records of calls for all work booked by the call method shall be kept.

Where a Supervisor is working while a Superintendent is filling a shift via the call sheet process, the Supervisor can notify the Superintendent of his/her intentions to take the shift according to seniority and the booking rules regardless of their status on the overtime call log sheet.

8.1.10 Transit Supervisors who have been booked on overtime work shall be responsible for that work and shall not be permitted to switch or give away all or part of that work with another Transit Supervisor.

8.1.11 Should a Transit Supervisor advise the Superintendent or Acting Superintendent that he or she is unable to work the booked overtime within four (4) hours of the start of the shift, the Superintendent may decide not to fill the shift. Otherwise the work shall be rebooked by seniority and in accordance with the provisions of Section (4)7.8.3 (b) for the remaining names posted on that work, if any. Should there be no remaining eligible names posted, the work shall be rebooked using the Call Book Method.

8.1.12 Transit Supervisors on vacation (weekly or split vacation day(s)) or who have been granted lieu time or special leave shall not be considered for overtime work for the duration of that time off.

#### (4)8.2 **POSTING AND COVERAGE OF LIEU TIME WORK**

Lieu time requests are to be made in writing or by email to and be authorized by the Superintendent prior to the posting time.

8.2.1 All lieu time shifts will be posted a minimum of seven (7) days prior to the work being booked. Lieu time will

normally be booked at 18:00 on the Friday of the week before the work is available. No lieu time request shall be denied if adequate coverage can be provided at no additional cost. The posting and booking of lieu time shall be the sole responsibility of the Superintendent until the normal booking time.

- 8.2.2 Work not covered at the lieu time booking will be transferred to the daily overtime book by the Superintendent to be posted at lieu time rates. It is the responsibility of the Supervisor who posted the work to confirm that their posted work is covered at the lieu time or daily booking. Work posted as lieu time will be the responsibility of the Supervisor posting the work until such time as it is confirmed it has been covered. The Supervisor whose work is not covered at the daily booking may choose to use the Call Book method to cover his/her work. They must do so in accordance with the provisions of Section (4)7.8.3 (b).
- 8.2.3 Should a Transit Supervisor advise the Employer that he/she is unable to work a booked lieu time shift, the work shall be rebooked by seniority from the remaining names on the list. If the work is not covered, the Employer will endeavour to contact the Supervisor who posted the work and offer the Supervisor his/her scheduled work. Where the Supervisor is not available or does not accept the offer, the Employer will decide whether to cancel the shift or to cover the work as per Section (4)7.8.3 (b).
- 8.2.4 The Supervisor that books a lieu time shift will be responsible for the work and shall not be permitted to switch that work with another Transit Supervisor.

(4)8.3 **TRANSIT SUPERVISOR SHIFT EXTENSIONS**

- 8.3.1 Superintendents or Acting Superintendents may request to extend a Transit Supervisor at overtime rates on their booked shift for less than 2.5 hours beyond their booked finish time when operational requirements exist. Should all Transit Supervisors on duty, having been asked by seniority to work the extension, refuse such work, the most junior Transit Supervisor on duty must accept the work.

8.3.2 Based on operational requirements, Superintendents or Acting Superintendents may request that a Transit Supervisor commence their booked shift for less than 2.5 hours in advance of their booked start time. Such hours will be paid at overtime rates. Should all Transit Supervisors refuse to work these additional hours, the most junior Transit Supervisor must accept the work.

(4)8.4 Employees who are absent from a booking due to an approved leave are required to inform the Booking Officer of their desired booking preferences before the booking commences in order to select work. If the employee submitted preferences and returns to work with more than one (1) month remaining in the booking then he or she will return to their selected work. If the employee did not submit preferences, or returns with less than one (1) month remaining in the booking, the employee will be placed into an available shift. If any temporary employee was brought up to cover the leave, the employee will be returned to his or her substantive position.

#### **SECTION (4)9 - REQUIRED AND DISCRETIONARY OVERTIME**

(4)9 The following overtime and lieu day rules apply to both required and discretionary overtime:

##### 9.1 Discretionary Overtime

9.1.1 Discretionary overtime will include any overtime caused by an employee being granted a lieu day off. In addition, shifts which are due to training and meetings will be designated discretionary.

9.1.2 If an employee voluntarily accepts a discretionary overtime assignment, the overtime hours, at the option of the employee, will be paid out at straight time rates or will be placed in a lieu day bank at straight time rates.

9.2 When an employee works required overtime and opts for an immediate cash payment, such payment shall be calculated at the rate of time and one half or if the employee wishes the overtime hours will be placed in a lieu day bank at time and one half (1.5).

9.3 Banked lieu days may be taken at a later date at the discretion of the employee provided the work can be covered at straight time rates and management approves the taking of such banked time.

9.4 Any overtime arising from the above provisions, statutory holiday time worked at 1.5 time, Sunday premium time, meeting and training time outside regular working hours, general or designated holiday lieu days or any other granting of lieu days which have not been booked may, at the discretion of the employee, be:

- a) paid out in cash, or
- b) placed in a lieu time bank.

#### 9.5 Lieu Time Bank

During the calendar year employees will be allowed to bank in their lieu time bank all eligible time in lieu pursuant to the collective agreement (overtime, statutory holiday worked at 1.5 time, Sunday premium time, meeting and training time outside regular working hours or general or designated holiday lieu days). At the end of each calendar year, employees will be entitled to carry-over up to two hundred (200) hours into the next calendar year.

Employees who exceed the maximum allowable carry-over of 200 hours on December 31 will have the excess hours paid out automatically in February the following year, subject to the exception outlined in (4)9.6.

#### 9.6 Retirement Leave Bank

Retirement leave banks will be maintained for employees who were members of the bargaining unit as of August 25, 2011 and who remained members ever since. Retirement leave banks will have a cap of 2080 hours. Employees who had more than 2080 hours in their retirement leave bank as of March 31, 2011 will be allowed to keep these hours in their bank. Members joining the bargaining unit after August 25, 2011 will not be entitled to a Retirement Leave bank.

Employees with retirement leave banks will have a once annual option of transferring any or all lieu time bank hours into their retirement leave bank up to the cap of 2080 hours. This election will occur once annually in January of each year. It is understood that the retirement leave bank cap cannot be exceeded. It is understood that this once annual election is the only method of putting hours into the retirement leave banks. Once an employee's retirement leave bank has reached the cap of 2080 hours no further election will be offered.

- 9.7 Lieu time placed into an employee's retirement leave bank may, at the discretion of the employee, be used to advance an employee's departure from active employment prior to their official retirement date or be paid out in cash at straight time rates at the actual time of retirement. If the employee should leave the City for any other reason prior to retirement, then a cash payment will be made at that time.
- \*9.8 Should an employee opt to advance their departure from active employment through the use of his or her retirement leave bank, the employee shall receive the insurance benefits as described in Clause (8)1.1. The employee will also continue to accrue pension credits, will continue to accumulate vacation leave credits and be entitled to general or designated holiday pay.

## CLAUSE 5 - GRIEVANCES

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

- (5)1.1 The City and the Union agree that it is in the best interest of both parties that complaints and grievances shall be adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the Superintendent or designate involved must be given full opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the Superintendent or designate.
- (5)1.2 In order for a complaint to be considered valid, an employee must bring a complaint to the attention of the Superintendent or designate within ten (10) calendar days of an incident.

(5)1.3 If the complaint is not satisfactorily resolved within ten (10) calendar days, the employee may choose to have recourse within twenty-one (21) calendar days to the grievance procedure as follows:

1.3.1 **Step 1**

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

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

1.3.2 **Step 2**

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

1.3.3 For the purpose of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement.

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

1.3.5 Calendar days shall not include statutory holidays.

1.3.6 **Grievance Mediation**



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

### **SECTION (5)2 – ARBITRATION**

- (5)2.1 Upon receipt by the Deputy City Manager or designate of written notice from the Union of the desire to arbitrate the grievance, the matter shall be referred to a single arbitrator, unless one or more of the Parties prefer the three (3) person arbitration board. In the event of a single arbitrator, both Parties shall agree to the nomination. The Labour Relations Division or the Union shall contact the agreed-upon Arbitrator and make the necessary arrangements. Should the Parties choose a three (3) person board, the City and the Union shall each appoint a representative within seven (7) calendar days. The two (2) representatives shall, within seven (7) calendar days, or thereafter their appointment agree upon an arbitrator who shall be Chairperson of the Board of Arbitration. Where the representatives are unable to agree upon a Chairperson, either nominee may request in writing that the Director, Federal Mediation and Conciliation Services appoint a Chairperson.
- (5)2.2 If within one (1) month the Parties have not reached agreement regarding the nomination of a single arbitrator, the matter shall be referred to the Director, Federal Mediation and Conciliation Service who shall appoint an arbitrator.
- (5)2.3 In the case of an arbitration not arising out of a grievance but affecting a dispute between the Union and the City in relation to any of the terms of this Agreement, the procedure as outlined in (5)2.1 shall apply after either party has given notice in writing of the desire to arbitrate.
- (5)2.4 The Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.
- (5)2.5 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure. If no written request for arbitration is received within one (1) month after

the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

- (5)2.6 Each of the Parties hereto will bear the expense of the nominee appointed by it and the Parties will share equally the fees and expenses, if any, of the Arbitrator/Chairperson of the Arbitration Board.

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

- (5)3.1 When a grievance involving the payment of money by the City is allowed, the employee shall receive payment from the date the grievance was instituted in writing or from such earlier date as the Deputy City Manager or designate or Board of Arbitration may determine.

### **SECTION (5)4 – MEETINGS WITH MANAGEMENT**

- (5)4.1 Time off with pay shall be allowed to the President and Grievance Officer or their designate attending a scheduled meeting or a grievance hearing with Management provided the meeting occurs during the Union Representative's scheduled hours of work.

## **CLAUSE 6 – VACATION WITH PAY**

### **SECTION (6)1 - VACATION**

- (6)1.1 Vacations are granted to employees in the year in which they are earned for the purpose of affording a period of rest and recreation. An employee may request payment in lieu of time off for all entitlements in excess of three (3) weeks per year to a maximum of (2) weeks pay. Employees who wish to request payment in lieu of time off must declare their intent to request payment prior to the November booking, the year prior to the next vacation year for monies to be available in the following year. During the vacation period, no employee shall be required or permitted to work overtime. It will be necessary for Management to schedule vacations in keeping with efficiency.
- (6)1.2 No person shall be forced on more than three (3) weeks vacation in any one (1) booking.

## SECTION (6)2 - ENTITLEMENTS

(6)2.1 Vacation entitlement in the year of hire with the City will be a maximum of two (2) weeks and is earned at the rate of five sixth (5/6) working days for each calendar month in which the employee has received fifteen (15) days pay.

(6)2.2 In the calendar year following the year of hire, employees shall be entitled to vacations according to the following schedule:

<u>Completed years of service up to June 30</u> <u>Vacation</u> <u>in the year vacation is taken</u>	<u>Weeks of</u>
Less than seven (7) years	3
Seven (7) years but less than sixteen (16) years	4
Sixteen (16) years but less than twenty-two (22) years	5
Twenty-two (22) years but less than thirty (30) years	6
Thirty (30) or more years of service	7

(6)2.3 Vacation pay shall be paid at the employee's current rate of pay at the time payment is made.

(6)2.4 Vacations shall be taken throughout the calendar year and the choice of vacation period shall be governed by seniority.

2.4.1 A maximum of four (4) weeks vacation may be booked during the summer booking.

The City reserves the right to determine the number of Transit Supervisors off on vacation in any given period.

2.4.2 Employees may split one (1) week of vacation (40 hours) to be used as floating vacation days. Employees must make a written request the previous year, at a date to be set in the Fall.

2.4.3 At each General Booking, employees may select from the Daily Vacation Allotment Board for the balance of the calendar year up to the five (5) day entitlement. Floating vacation days may be assigned to the Daily Vacation

Allotment Board for each day of the year except for statutory holidays. Employees booking floating vacation days at the General Booking may cancel or alter the selection at a later date up to the prior relieving booking date by notifying the Superintendent or designate.

The daily vacation allotment Board is as follows:

- a) Up to two (2) Transit Supervisors per day on split vacation when booked at the General Booking
- b) After the General Vacation Booking, one (1) Transit Supervisor per day on split vacation.

2.4.4 Additional days may be booked on a first come, first served basis within the daily vacation allotment by request to the Control Room Superintendent up to Thursday noon of the previous week.

2.4.5 Requests on shorter notice or requests beyond the daily vacation allotment can be considered if relieving or temporary supervisory staff is available.

\*2.4.6 All odd vacation must be booked before the first day of December or be paid out in cash not later than March 31<sup>st</sup>.

2.4.7 Vacation is paid out at the employee's rate of pay as at December 31<sup>st</sup> of the previous year.

(6)2.5 (a) An employee who is absent due to short term disability shall continue to earn vacation entitlements as long as such employee remains on the active roll.

(b) Employees do not accrue vacation leave while in receipt of LTD benefits.

(c) In the event that a WSIB claim continues beyond seventeen (17) weeks, the claimant will cease to accrue vacation leave credits.

(6)2.6 If an employee on the active roll has not been able to take vacation in the current vacation year because he or she is in receipt of IPP or Worker's Safety and Insurance Benefits, he or she may arrange to defer vacation entitlement, up to the 1<sup>st</sup> of October of the following year. No employee shall receive at any time a total in payment

(salary and compensation benefits) for the vacation period which is in excess of the total weeks of vacation pay to which the employee is entitled.

- (6)2.7 When an employee's employment is terminated with the City, he or she will be paid for earned vacation leave entitlements at the employee's current basic annual salary rate of pay in the year of termination. If more vacation leave has been taken than has been earned the final salary payment will be adjusted to recover the overpayment.

**SECTION (6)3 – VACATION PAYOUT – EMPLOYEES APPOINTED TO A POSITION  
WITHIN CUPE 5500**

- (6)3.1 Where an employee accrues vacation in the year prior to their entitlement to utilize the vacation, and this employee is successful in obtaining a permanent position within the CUPE local 5500 bargaining units the following shall apply;

1. Any vacation entitlement accrued up until the date of appointment is frozen and paid out at the rate of pay the employee earned immediately prior to being accepted into the CUPE 5500 bargaining unit, provided that the employee has completed one hundred twenty (120) days in their newly appointed position.
2. In the year of appointment into a CUPE 5500 position the employee's vacation entitlement is pro-rated according to the date of appointment.
3. Management may, at their discretion, approve the use of vacation in lieu of vacation payout as per 1 above. Requests for use of such leave shall not be unreasonably denied.

**CLAUSE 7 – UNION SECURITY**

**SECTION (7)1 – CHECK -OFF**

- \*(7)1.1 All employees who are subject to check-off at the inception of this Agreement shall remain subject thereto as a condition of employment so long as they remain members of the Bargaining Unit. All employees who are not subject to check-off at the inception of this Agreement and persons who may hereafter become employees shall

become subject to check-off as a condition of employment so long as they remain members of the Bargaining Unit. The City shall deduct Union dues from twenty-six (26) pays annually and shall turn over such dues to the Treasurer of the Union within five (5) days after they have been deducted. Initiation fees shall also be subject to payroll check-off upon receipt of a duly signed authorization from the employee.

Bargaining unit members who accept a temporary or permanent position outside the bargaining unit must continue to pay union dues in order to remain in good standing. It is the employee's responsibility to make arrangements directly with the Union to pay dues.

- (7)1.2 A temporary employee who is assigned work for a period consisting of nine (9) consecutive days or less shall be deducted an amount of fifty dollars (\$50.00) semi-annually (i.e. January to June and again July to December) in lieu of normal dues. This amount shall be deducted on the first occasion in each semi annual period (i.e. January to June and again July to December) that the temporary employee is assigned for a period consisting of nine (9) consecutive days or less. Should a temporary employee be assigned for a subsequent period or periods of nine (9) calendar days or less in the same semi-annual period, the initial dues deduction shall be deemed sufficient for all such subsequent periods. Should such employee be assigned work for a longer period in the same semi-annual period, the normal dues check off provision shall apply for such longer period.

## CLAUSE 8 – EMPLOYEE BENEFIT PLANS

### SECTION (8)1 - DEFINITIONS

#### **Benefit Plans Mean**

- (8)1.1 **The Supplementary Health Insurance Plan** which provides supplementary medical benefits.
- (8)1.2 **The Sick Leave Plan** which provides benefits at one hundred percent (100%) of salary or seventy-five percent (75%) of salary based on years of credited service with the City.

- (8)1.3 **The Long-Term Disability Insurance Plan** which provides monthly income in cases of total disability.
- (8)1.4 **The Group Life Insurance Plan** which provides a lump sum death benefit.
- (8)1.5 **The Dental Insurance Plan** which provides reimbursements for the expense of dental care.
- (8)1.6 **The Pension Plan** shall mean the "Ottawa-Carleton Regional Transit City Employees' Pension Plan" and the "Ontario Municipal Employees Retirement System", which provides, where applicable, a monthly income for retirees.
- (8)1.7 **The Dependent Life Insurance Plan** which provides a lump sum death benefit in the event of the death of an employee's spouse or children as those terms are defined in the Group Life Insurance Plan.

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

All rights with respect to the group benefits will be governed solely in accordance with the terms and conditions of the Master Insurance Policy Plan documents. The Union shall be provided with a copy of the Master Insurance Policy Plan documents applicable to the three (3) CUPE Local 5500 certifications.

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

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

**(8)2.2 Income Protection Plan (IPP)**

(Short Term Disability Benefits).

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

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

Length of Continuous Service	Full Salary	75% Salary
	(100%)	

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

**(8)2.3 Calculation of Income Protection Plan (IPP) Benefits**

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

**(8)2.4 Application for Income Protection Plan (IPP) Benefits**

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

**(8)2.5 Reinstatement of Entitlement**

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

**2.5.1 Unrelated Claim**

In the case of an employee who has a second (or more) claim which is not related to a prior claim during which the employee used part or all of the seventeen (17) weeks of



entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and completed at least one (1) full shift of that employee's regular duty.

2.5.2 Related Claim

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

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

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

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

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

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

(8)2.7 If, while you are disabled and receiving IPP benefits, you are served Notice of Layoff or Termination of Employment, you shall

nevertheless receive while so disabled, the balance of any of the IPP benefits to which you are entitled on the date such notice is given to you.

(8)2.8 You cannot receive IPP while you are receiving vacation pay or while you are engaged in any occupation or employment for wage or profit.

(8)2.9 IPP benefits are not payable during an unpaid leave of Absence or Pregnancy Leave. If you become disabled before you take leave, payments of income will cease on the date that you had elected to begin your leave. In the case of Pregnancy Leave, Sick leave allowance will cease on the date your leave begins in accordance with the current Federal Legislation. If you cannot return to work at the end of your Pregnancy Leave because you are disabled, IPP benefits and Disability benefits will resume on the date scheduled by law as the end of your leave.

(8)2.10 When the payment periods for which you are eligible have been exhausted, you will cease to receive salary payments but you may then qualify to receive LTD Insurance payments.

(8)2.11 If you return to work after receiving LTD benefits, you will immediately requalify for the full allowances according to the above scale, if you again become disabled and if you do not re-qualify for LTD Benefits immediately.

\* (8)2.12 Long Term Disability (LTD) Plan

2.12.1 The full premium cost of the plan shall be paid by the employer.

(8)2.13 Group Term Life Insurance

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

(8)2.14 Optional Life Insurance

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

(8)2.15 Dental Insurance Plan

The City shall pay seventy-five percent (75%) of the premium cost of the Dental Insurance Plan.

(8)2.16 Pension Plan

Participation in the Pension Plan is a condition of employment. Employees shall make the required contributions by payroll deduction as set from time to time. Employer contributions shall be set at one hundred percent (100%) of the employee contributions. The joint contributions will be used to fund the existing obligations of the Pension Plan and any updates and improvements to the Plan agreed upon between the parties. The City agrees that it will not change the present schedule of funding existing liabilities.

(8)2.17 Dependent Life Insurance Plan

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

(8)2.18 Optional Critical Illness Insurance Plan

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

\*(8)2.19 Early Retirement Benefits

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

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

The City shall pay seventy-five percent (75%) of the costs required to provide the following benefits to employees who take early retirement until they attain age sixty-five (65):

- i) Dental Insurance Plan.

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

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

(8)2.20 Workplace Safety and Insurance Board (WSIB) Benefits

- \*2.20.1 In the event of a work related injury or illness, the employee shall receive WSIB advances, paid by the Employer to the maximum allowable under the Workplace Safety and Insurance Act. The Employer will also pay to the Employee the difference between the maximum allowable under the Act and the actual amount equal to the employee's salary or regular wage.
- 2.20.2 If the employee is able to perform modified duties or hours of work, the employee is required to accept this work when offered, provided such work is compatible with the employee's medical restrictions.
- 2.20.3 Employees on WSIB, and those medical conditions prevents them from doing their own work, but permits them to do other available work within the Bargaining Unit, will be required to accept this work.

(8)2.21 **Benefits for Temporary Employees**

A temporary employee who retains a substantive position with the City outside a CUPE 5500 bargaining unit and who is assigned work for a period consisting of nineteen (19) consecutive days or less shall retain any benefit status he or she had prior to such assignment.

All other temporary employees shall be entitled to all benefits as set out in this collective agreement.

(8)2.22 **Insured Benefits for Employees Working Beyond Age 65**

- (a) Employees working beyond age sixty-five (65) will be entitled to the continuation of the following benefit coverage:
  - Extended health care without "Out of Country coverage" and "Drug coverage"
  - For an eligible spouse and dependents under age 65, extended health care without "Out of Country coverage" but including "Drug coverage"

- Dental insurance including coverage for an eligible spouse and dependents
  - \$25,000 of basic life insurance
  - Dependent life for an eligible spouse and dependents
  - A maximum of seventeen (17) weeks of short term sick leave (Income Protection Plan) annually. This entitlement will be subject to the various provisions of the collective agreement pertaining to sickness and certification.
- 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 Long Term Disability (LTD) benefits from age sixty-five (65).
- e) The 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 the end of the month in which the employee attains age sixty-nine (69).

### **SECTION (8)3 – OTHER BENEFITS**

#### **(8)3.1 Free Transportation**

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

- 3.1.1 to full-time employees;
- 3.1.2 to retired employees;
- 3.1.3 to spouses of retired employees;
- 3.1.4 to widows and widowers of employees;
- 3.1.5 to deferred pensioners who have at least twenty-five (25) years of service and their spouses.

#### **(8)3.2 Attendance Incentive Program**

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

Perfect Attendance	\$500
1 day absent	\$250
2 days absent	\$175
3 days absent	\$ 75

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

e.g. 1.1 day	1 day's absence
1.5 days	2 days absence for the purpose of the Attendance Incentive
0.1 day's absence	1 day

(The rounding off will not be applicable to 0 days absences)

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

For employees who work more than eight (8) hours per day, a day absent will represent the number of hours they were scheduled to work on that day.

## CLAUSE 9 – UNIFORM CLOTHING

### **SECTION (9)1 – TRANSIT SUPERVISOR CLOTHING**

All uniform items are to be worn only in the performance of job duties, or in transit to and from work.

(9)1.1 All employees will be supplied with the following:

- |       |                     |   |                                   |
|-------|---------------------|---|-----------------------------------|
| 1.1.1 | Reversible Raincoat | - | Replacement every seven (7) years |
|-------|---------------------|---|-----------------------------------|
- Note: It is agreed that the raincoat will be replaced on an as required basis

1.1.2	Winter Coat	-	Replacement every three (3) years
1.1.3	Spring Coat	-	Replacement every three (3) years
1.1.4	Tunic	-	Replacement every three (3) years
1.1.5	Trousers	-	Three (3) per year <u>Note:</u> Female employees can substitute trousers for skirts
1.1.6	Pullover, Cardigan, V-Neck or Winter Weight	-	One (1) per year
1.1.7	Belt	-	One (1) per year
1.1.8	Mitts or Gloves	-	One (1) per year
1.1.9	Baseball Cap	-	One (1) per year
1.1.10	Ties	-	Three (3) per year
1.1.11	Winter Hat or toque	-	One (1) per year
1.1.12	Shirts or Blouses	-	Four (4) per year
1.1.13	Fleece Vest	-	One (1) per three (3) years or earlier as deemed necessary by Management
1.1.14	Splash Pants		Once every two (2) years

**\* NOTES:**

1. The items of Uniform Clothing will be provided before March 31<sup>st</sup> of each year.
2. Adjustments will be made on "as required" basis.

**\*(9)1.2 Footwear**

The City shall supply one hundred and twenty-five dollars (\$125), via payroll direct deposit, once a year to active employees for the purchase of footwear acceptable to workplace standards.

**Sunscreen**

- (9)1.3 Employees working outside are provided with sunscreen lotion (minimum SPF 30) in quantities deemed necessary for the performance of their duties.

**SECTION (9)2 – REIMBURSEMENT OF CITY CLOTHING COSTS**

- (9)2.1 Upon leaving the service for any cause an employee with:
- 2.1.1 less than one (1) year of service in the Department shall retain any uniform item used within the period prior to the separation date, but shall reimburse the City for one hundred percent (100%) of the cost of the item;
  - 2.1.2 more than one (1) year but less than five (5) years of service in the Department shall retain any uniform item issued within the two (2) months prior to the separation date, but shall reimburse the City for seventy-five percent (75%) of the cost of the item.

**SECTION (9)3 – DAMAGED AND DESTROYED UNIFORMS**

- (9)3.1 If without negligence, any employee’s uniform clothing is destroyed or damaged while on duty, the City will repair or replace the said item.

**SECTION (9)4 – COORDINATOR, COMMUNICATIONS-TRANSIT CONTROL ROOM CLOTHING**

- (9)4.1 Coordinators, Communication-Transit Control Room employees will receive the following clothing items upon hire, and each year thereafter:
- 3 pairs of pants
  - 4 shirts

CLAUSE 10 – PERSONNEL FILES

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

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



- (10) 1.2 Any notice of disciplinary action which may have been placed on the personnel file of any employee shall be removed after not more than twenty four (24) months have elapsed since the disciplinary action was taken provided that no further similar disciplinary action has been recorded.

#### CLAUSE 11 – JOINT CONSULTATION

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

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

#### CLAUSE 12 – TRAINING

##### **SECTION (12)1 – TRAINING**

- (12)1.1 When an employee is required by the Employer to participate in courses designed to upgrade his/her skills or qualifications, the Employer will pay for the course tuition fees.

#### CLAUSE 13 – HEALTH AND SAFETY

##### **SECTION (13)1 – HEALTH AND SAFETY**

- (13)1.1 The Employer shall provide a safe and healthful environment for employees.
- (13)1.2 The City of Ottawa shall provide Federal Occupational Health and Safety education and training to its employees to ensure that they are

aware of and engage in safe work practices to minimize the risk of occupational injury and illness.

- (13)1.3 The Employer and the Union acknowledge that a joint health and safety program can only be successful when both parties are committed to fostering and developing a safety culture within the City, and ensuring that their responsibilities under the relevant Federal Occupational Health and Safety Legislation are carried out.
- (13)1.4 The Employer and the Union agree to recognize the Terms of Reference established for Workplace Health and Safety Committee and the Policy Health and Safety Committee.
- (13)1.5 Training for Workplace Health and Safety Committee members mandated by the Terms of Reference, shall be delivered. The Employer shall consult with the Union regarding the choice of outside training resources.
- (13)1.6 The Employer shall forward copies of all joint Employer and CUPE, Local 5500 Workplace Health and Safety Committee Minutes, as identified with the Terms of Reference, to the offices of CUPE, Local 5500, in a timely manner.
- (13)1.7 Should there be a need for leave for special programs, initiatives or training requirements identified through the Terms of Reference, the Director of Human Resources Department shall consider such a request from the President of the Union. If the President's request is agreed to by the Director of Human Resources Department, the President shall designate one or more Union Health and Safety Committee Members and the Member(s) shall be entitled to paid leave with full benefits for the duration of the fulfillment of the request. Such paid time off shall not exceed thirty-two (32) days per year in total and individual use shall not exceed one (1) day per month unless mutually agreed by the parties.

## CLAUSE 14 – EMERGENCY

### **SECTION (14)1 – DEFINITION OF EMERGENCY**

- (14)1.1 An emergency is defined as a situation that poses a significant and immediate threat to human life, health or safety or extensive damage to property. It is also a situation when the Employer is affected to the

extent necessary in order to prevent serious interference with the ordinary working of the establishment.

An emergency includes:

- An accident to machinery, equipment, facility or persons,
- An urgent and essential work that needs to be done to machinery, equipment or facility, or
- Other unforeseen or unpreventable circumstances.

## CLAUSE 15 – SALARY PROTECTION

### **SECTION (15)1 – SALARY PROTECTION**

#### (15)1.1 Salary Protection – New Job Evaluation Plan Pay Line

For a period of up to four (4) years following the effective date of the new pay line resulting from the development of the job evaluation plan, (i.e. April 1, 2011) employees whose salary exceeds the rate of pay of their job shall be salary protected and receive any negotiated economic increases. Where, at the expiry of the four (4) year period, the employee's job rate has not caught up with his/her existing rate of pay, the employee will be entitled to half of the economic increases until the rate of pay for the employee's job catches up with his/her salary.

It is understood that this protection applies to current incumbents only for as long as they remain in the position they were occupying as of August 25, 2011.

#### (15)1.2 Salary Protection – Downward Reclassification

When a position has been reclassified downward, the employee (current incumbent only) shall be placed on the pay line in the new classification at the applicable job rate. Should the employee's salary be in excess of the job rate, the employee will be entitled to receive half of negotiated increases until such time as the salary of the new classification catches up to the employee's protected salary. At that time, the employee shall again become eligible for full salary increases pursuant to the Collective Agreement.

SIGNED AT OTTAWA, ONTARIO, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019

**THE CITY OF OTTAWA**

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*APPENDIX A

**SALARY SCHEDULES**

	April 1, 2018	April 1, 2019	April 1, 2020
	2.00%	2.00%	2.00%
Pay Grade			
1	29.499	30.089	30.691
2	30.656	31.269	31.894
3	31.813	32.449	33.098
4	32.969	33.628	34.301
5	34.125	34.808	35.504
6	35.282	35.988	36.708
7	36.438	37.167	37.91
8	37.595	38.347	39.114
9	38.753	39.528	40.319
10	39.911	40.709	41.523
11	41.067	41.888	42.726
12	42.222	43.066	43.927

Annual rates calculated using 2080 hours per year

**\*\* NOTES:**

\* The following Pay Notes apply to all employees performing Transit Supervisor duties whether in a permanent or temporary capacity.

1. Transit Supervisor (up to 1040 worked hours) – Applicable Transit Supervisor rate less seven point eight percent (7.8%).
2. Transit Supervisor (from 1040 worked hours up to 2080 worked hours) – Applicable Transit Supervisor rate less four percent (4%).
3. Transit Supervisor (after 2080 worked hours) – Applicable Transit Supervisor rate.

\*APPENDIX B

**JOB CLASSIFICATIONS**

<b>Job Key</b>	<b>Job Title</b>	<b>Pay Grade</b>
10090964	Coordinator, Communication Transit Operations Control Centre	4
10002443	Transit Supervisor	9
10120081	Relief Transit Supervisor	9
10120480	Rail Supervisor	10
10111927	Electric Rail Controller	12

LETTER OF UNDERSTANDING #1

**BETWEEN  
CITY OF OTTAWA**

**AND**

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

**RE: OC TRANSPORATION PENSION PLAN (OCTP) CONVERSION TO THE ONTARIO  
MUNICIPAL EMPLOYEES SYSTEM (OMERS)**

The parties agree that upon ratification of this agreement, the following amendment shall be made to the OCTP:

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

- c) Upon the death of active contributors and current pensioners, eligible surviving spouses shall receive the more attractive OMERS benefit – 66 2/3% to 100% of the deceased member’s pension instead of the present 50% formula.
  
- 5. Upon completion of the transfer of past service responsibilities, the parties agree that any remaining surplus shall be shared by the Employer and the members of the OCTP on 50/50 basis.
  
- 6. The remaining “employee” share of any surplus shall be distributed to the active members of the OCTP as of December 31, 1998. A sub-committee of the Corporate Pension Committee shall address the issue of distribution and shall be assisted by the Plan Actuary in consultation with the appropriate Pension Regulating Authorities. If permissible by the Pension Regulating Authorities, the Union may direct their memberships portion of any surplus payable to their members differently from the other Bargaining units or staff associations.
  
- 7. In the unlikely event that the Pension Regulating Authorities do not allow all past service responsibilities in the OCTP to be transferred to OMERS and the OCTP is not “wound up”, the Employer agrees not to remove any fund surplus from the plan without agreement of the Union.

Dated in Ottawa, Ontario this 21<sup>st</sup> day of December 2004

*“original signed by Beverly Smale”*

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For the Union

*“original signed by Laurie Blackstone”*

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For the Employer



LETTER OF UNDERSTANDING #2

**BETWEEN  
CITY OF OTTAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5500**

**RE: PRE-1981 PENSIONABLE SERVICE**

The parties agree that upon the latest date of ratification of the collective agreement the following amendments will be made to the OC Transpo Employee Pension Plan ("Pension Plan").

1. Pre-1981 service shall be improved to the same basis as post-1980 service for the purposes of all Pension Plan benefit calculation. For greater clarity, this clause will result in all pre-1981 benefits being calculated on a final average earnings basis at all future points in time.
2. This amendment shall apply retroactively to all Pension Plan members who have retired since January 1, 2000, and any of their beneficiaries.
3. In the event that this amendment results in the Pension Plan having a solvency deficiency as defined in the Pension Benefits Standards Regulations, 1985 as at the date on which the next actuarial valuation report is required to be prepared, any such deficit will be handled as follows:
  - a. The City of Ottawa will amortize any deficit over five (5) years, or such longer period, as may be permitted under applicable law.
  - b. Any actuarial gains experienced by the Pension Plan will be first applied to the deficit during the amortization period.
  - c. Any deficit payments made by the City of Ottawa to the Pension Plan will be carried forward as a plan expense at an interest rate equivalent to the greater of the pension fund rate of return and [a CANSIM long-term bond rate to be agreed by the parties] in effect at the beginning of each month commencing from the deficit payment date. The City of Ottawa's entitlement to be paid the accumulated amount of the deficit payments plus interest will be the first call on any surplus in the event of the wind-up of the Pension Plan.

4. Subject to the requirements of applicable law, on the wind up of the Pension Plan, the portion of the wind up surplus attributable to the liabilities of those Pension Plan members who were members of CUPE, Local 5500, if any, shall be subject to the City of Ottawa's entitlement set out in paragraph 3 (c). Any remaining surplus shall be divided in accordance with the terms of the Pension Plan.

Dated in Ottawa, Ontario this 17<sup>th</sup> day of April 2007

*"original signed by Mert McDonald"*

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For the Union

*"original signed by Lyne Huneault"*

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For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN  
CITY OF OTTAWA**

**AND**

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

**RE: PERFORMANCE OF BARGAINING UNIT DUTIES BY MANAGEMENT**

The parties agree that there are occasions when Management may have to perform the duties of a bargaining unit member. These instances will fall into one of the below categories:

- Emergency Crisis Situations;
- Management is required to act due to obligations under a regulatory body;

Persons not covered by terms of the Agreement will not perform work assigned to those employees who are covered by the Agreement except as listed above or for the purposes of instruction, or when employees are not readily available. Should Management perform the duties of a bargaining unit member pursuant to the above listed categories, it will not be to displace or replace a bargaining unit member.

If Management is performing the duties of a bargaining unit member because a bargaining unit member is not immediately available, they will cease their actions once a bargaining unit member is available

Dated in Ottawa, Ontario this 11<sup>th</sup> day of February 2010.

*"original signed by Wayne Watts"*

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For the Union

*"original signed by Jo-Anne Delorme"*

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For the Employer

LETTER OF UNDERSTANDING #4

**BETWEEN  
CITY OF OTTAWA**

**AND**

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

**RE: SPECIAL EVENTS COVERAGE**

The following process will apply to book pre-planned overtime for special events:

1. Work is posted on the Friday three (3) weeks in advance of the first day of the event.
2. Work will be booked by the end of the day on the Friday two (2) weeks in advance of the first day of the event.

Dated in Ottawa, Ontario this 26<sup>th</sup> day of September, 2012.

*"original signed by Wayne Watts"*

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

*"original signed by Lyne Huneault"*

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

LETTER OF UNDERSTANDING #5

**BETWEEN  
CITY OF OTTAWA**

**AND**

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

**Peer Support Network**

The parties agree to implement a Peer Support Program, for the life of this agreement, involving a peer support network within the City's workplace.

The purpose of the peer support network will be to ensure that employees have trained peers available to them to discuss issues of concern at the workplace.

New members of the Peer Support Network will be provided training that will include but will not be limited to, modules on conflict resolution, EAP counselling, anti-harassment and discrimination training.

The Employer agrees to maintain a sufficient number of members to respond to peer support requirements.

Employees will be selected for this process jointly by Union and management representatives.

Dated in Ottawa, Ontario this 9 day of November, 2016.

*\*original signed by Wayne Watts*

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

*\*original signed by Sheldon Marcellus*

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

**\*Memorandum of Agreement**

**Between**

**City of Ottawa**

**And**

**The Canadian Union of Public Employees, Local 5500**

**Re: Rail Supervisor Terms and Conditions**

WHEREAS the job of Rail Supervisor is included in the CUPE Local 5500 Transit Supervisors and Coordinators, Communications-Transit Control Room bargaining unit.

NOW THEREFORE the Parties agree to the following:

For the purpose of this Agreement, it is understood that all references in the Collective Agreement to Transit Supervisors and Relief Transit Supervisors shall read as Rail Supervisors and Relief Rail Supervisors.

The following is a clause-by-clause review of the collective agreement with respect to Rail Supervisor terms and conditions as agreed to by the parties:

**CLAUSE 1 – MANAGEMENT FUNCTIONS – APPLIES**

**CLAUSE 2 – CONDITIONS – APPLIES**

**CLAUSE 3 – EMPLOYMENT CONDITIONS – APPLIES, as follows:**

**SECTION (3)1 – APPLIES**

**SECTION (3)2 – APPLIES**

**SECTION (3)3 – APPLIES**

**SECTION (3)4 – APPLIES**

**SECTION (3)5 – APPLIES**

**SECTION (3)6 – APPLIES**

**RAILWAY MEDICAL APPOINTMENTS**

- (i) Rail Supervisors unable to book their railway medical examination outside of working hours will be excused from duties with regular pay for the duration of the railway medical examination.
- (ii) The cost of the railway medical examination shall be paid by the Employer.
- (iii) If the employee does not pass the railway medical examination, they may be assigned alternate work, provided they meet all the requirements and qualifications of such work.

**SECTION (3)7 – APPLIES**

**SECTION (3)8 – APPLIES**

**SECTION (3)9 – APPLIES**

**SECTION (3)10 – APPLIES**

**SECTION (3)11 – APPLIES**

**SECTION (3)12 – APPLIES**

**SECTION (3)13 – APPLIES**

**SECTION (3)14 – APPLIES**

**SECTION (3)15 – APPLIES**

**SECTION (3)16 – APPLIES**

**SECTION (3)17 – APPLIES**

**SECTION (3)18 – APPLIES**

**SECTION (3)19 – APPLIES**

**CLAUSE 4 – PAY AND HOURS OF WORK – APPLIES, as follows:**

**SECTION (4)1 – HOURS OF WORK**

(4)1.1 Forty (40) hours in each week shall constitute the normal work week. The normal working periods or shifts shall be eight (8) and ten (10) hours per day during the life of this agreement.

(4)1.2 Whenever possible, every work shift shall be completed within a spread of twelve (12) hours in any one (1) day. Night shifts shall be eight (8) and ten (10) continuous hours as defined in (4)1.1 above.

The parties agree to consult with each other prior to making any shift changes, while both recognizing that it is Management’s right to change shifts as is operationally required.

(4)1.3 – APPLIES

(4)1.4 – APPLIES

(4)1.5 – APPLIES

(4)1.6 – APPLIES

(4)1.7 - DOES NOT APPLY

(4)1.8 - APPLIES

(4)1.9 It is agreed that if a call sheet has been initiated to fill an open shift, the call sheet will be completed. Any and all full or partial shifts will be offered to eligible Rail Supervisors in order of seniority. When all eligible employees have refused the shift, Management will have the sole discretion to force the Rail Supervisor with the least seniority to work the shift.

(4)1.10 When employees are on a paid lunch break they shall remain on call in their normal work area.

**SECTION (4)2 - APPLIES**

**SECTION (4)3 - OVERTIME**

(4)3.1 – APPLIES

(4)3.2 – APPLIES

(4)3.3 If any shift is extended, time and one-half (1.5) will be paid on those extended hours.

(4)3.4 - DOES NOT APPLY

(4)3.5 - DOES NOT APPLY



(4)3.6 – APPLIES

(4)3.7 – APPLIES

(4)3.8 – APPLIES

**SECTION (4)4 – APPLIES**

**SECTION (4)5 – APPLIES**

**SECTION (4)6 - APPLIES**

**SECTION (4)7 – RAIL SUPERVISORS BOOKING RULES**

(4)7.1 SENIORITY

All permanent staff shall be booked in accordance with bargaining unit wide seniority. All things being equal, seniority shall prevail.

(4)7.2 **GENERAL BOOKINGS**

The General Booking will contain the Daily work shifts and may include statutory holidays and/or annual vacations. Rail Supervisor staff shall normally book their work at least thirty (30) days in advance of the effective date of the General Supervisory Booking.

The City agrees to submit the work shift schedule for the General Booking of the Rail Supervisors to the Union Committee two (2) weeks prior to it being posted. The City agrees to advise the Union of any further changes as they may occur.

The Union Committee's request for changes shall be discussed with Management. If a mutually satisfactory agreement is not reached, Management will respond to the Union's proposals within two (2) working days in writing and the booking will then be posted.

The parties agree that bookings will be conducted on the employee's work time. In the case of a Supervisor on vacation or on leave of any kind, the Union will book for this Supervisor. Should this process not be available, the City will pay employees one (1) hour for attending the General Booking on their own time. This payment would not apply in the case of a re-booking.

(4)7.2.1 – DOES NOT APPLY

(4)7.3 – APPLIES

(4)7.4 – DOES NOT APPLY

(4)7.5 VACATION SPARES

Vacation Spares will book open work resulting from the booking of annual vacations. Vacation Spares must be trained and qualified to perform the work they book.

When no vacation relief work is available, Vacation Spares will be assigned work by management, taking into consideration seniority and availability.

(4)7.6 – DOES NOT APPLY

(4)7.7 – DOES NOT APPLY

(4)7.8 COVERAGE OF WORK

7.8.1 - DOES NOT APPLY

7.8.2 Work which comes open will be booked on the following basis:

- a) Vacation Spares with no work assigned.
- b) Rail supervisors
- c) Relief Rail Supervisors.

7.8.3 Remaining shifts will be booked as follows:

- a) At straight time by:
  - i) Rail Supervisors and Relief Rail Supervisors when assigned work other than established shifts.
  - ii) Rail Supervisors, who owe time as a result of excused absence.
  - iii) All booked Rail Supervisors may be required to accept a reassignment of opened work on a daily basis, provided that the Rail Supervisor has been advised of the time change the day prior to the work being performed; and

no Rail Supervisor who is booked on day work will be required to work nights, nor will a Rail Supervisor booked to work nights be required to work days.

b) At overtime by:

- i) All staff in order of seniority.
- ii) When covering open work and overtime payment is involved, Supervisors who have already been booked on either four (4) straight time hours or three (3) overtime hours will not be offered additional work until everyone else has had an opportunity to book overtime.

7.8.4 – APPLIES

7.8.5 – APPLIES

#### 7.8.6 Relief Rail Supervisors

Relief Rail Supervisors will be called up on a weekly basis to cover open work such as lieu days, banked overtime, additional vacation allotments, holidays, loose vacation days, leave of absence, maternity or parental leave, long term or short term illness. It is recognized that when absolutely necessary, Relief Rail Supervisors may be used to cover individual work when all other coverage options have been exhausted.

(4)7.9 – APPLIES

(4)7.10 – APPLIES

(4)7.11 – DOES NOT APPLY

(4)7.12 – APPLIES

#### (4)7.13 RE-BOOKINGS

Changes in shift (time spread), additional shifts or deletion of shifts shall be discussed with the Union Executive. Management will ascertain whether a re-booking is necessary. If a re-booking is approved, it shall be at least six (6) weeks before the expiry of the regular booking. If it is less than six (6) weeks before the expiry of the regular booking, then a re-booking should not be held.

(4)7.14 – DOES NOT APPLY

(4)7.15 – DOES NOT APPLY

(4)7.16 – APPLIES

(4)7.17 – APPLIES

**SECTION (4)8 – OVERTIME WORK/LIEU TIME WORK/SHIFT EXTENSIONS – APPLIES, as follows:**

(4)8.1.1 - APPLIES

(4)8.1.2 Any piece of available work of more than three (3) hours shall be booked in accordance with this article.

(4)8.1.3 through (4)8.1.12 – APPLIES

(4)8.2 - APPLIES

(4)8.3.1 Superintendents or Acting Superintendents may request to extend a Rail Supervisor at overtime rates on their booked shift for less than 3 hours beyond their booked finish time when operational requirements exist. Should all Rail Supervisors on duty, having been asked by seniority to work the extension, refuse such work, the most junior Rail Supervisor on duty must accept the work.

(4)8.3.2 Based on operational requirements, Superintendents or Acting Superintendents may request that a Rail Supervisor commence their booked shift for less than 3 hours in advance of their booked start time. Such hours will be paid at overtime rates. Should all Rail Supervisors refuse to work these additional hours, the most junior Rail Supervisor must accept the work.

(4)8.4 – APPLIES

**SECTION (4)9 – APPLIES**

**CLAUSE 5 – GRIEVANCES – APPLIES**

**CLAUSE 6 – VACATION WITH PAY – APPLIES, as follows:**

**SECTION 6(1) – APPLIES**

(6)2.1 – APPLIES

(6)2.2 – APPLIES

(6)2.3 – APPLIES

(6)2.4 – APPLIES

(6)2.4.1 - APPLIES

(6)2.4.2 - APPLIES

(6)2.4.3 a) DOES NOT APPLY

b) DOES NOT APPLY

(6)2.4.4 –APPLIES

(6)2.4.5 – APPLIES

(6)2.4.6 – APPLIES

(6)2.4.7 – APPLIES

(6)3 - APPLIES

CLAUSE 7 – UNION SECURITY – APPLIES

CLAUSE 8 – EMPLOYEE BENEFIT PLANS – APPLIES

CLAUSE 9 – UNIFORM CLOTHING – APPLIES, as follows:

(9)1.1 All employees will be supplied with the following:

- 1.1.1 Reversible Raincoat - Replacement every seven (7) years
- 1.1.2 Winter Coat - Replacement every three (3) years
- 1.1.3 Spring Coat - Replacement every three (3) years
- 1.1.4 Cargo Pants - Three (3) per year
- 1.1.5 Pullover, Cardigan,  
V-Neck or Winter Weight - One (1) per year
- 1.1.6 Belt - One (1) per year

- 1.1.7 Mitts or Gloves - One (1) per year
- 1.1.8 Baseball Cap - One (1) per year
- 1.1.9 Ties - Three (3) per year
- 1.1.10 Winter Hat or toque - One (1) per year
- 1.1.11 Shirts or Blouses or Polos - Four (4) per year
- 1.1.12 Blazer - Replacement on an as needed basis
- 1.1.13 Splash Pants - Once every two (2) years
- 1.1.14 High Visibility O-Train Vest - One (1) per year
- 1.1.15 Flashlight - Replacement on an as needed basis

**\*NOTES:**

1. The items of Uniform Clothing will be provided before March 31<sup>st</sup> of each year.
2. Replacements will be made on an “as required” basis as determined by the Employer.
3. Relief Rail Supervisor clothing is replaced on an as needed basis.

**(9)1.2 Footwear**

The City shall provide a one hundred and fifty dollar (\$150) allowance once a year to active employees. This allowance is for the purchase of safety footwear acceptable to workplace standards.

**(9)1.3 – APPLIES**

**SECTION (9)2 – APPLIES**

**SECTION (9)3 – APPLIES**

**SECTION (9)4 – DOES NOT APPLY**

**CLAUSE 10 – PERSONNEL FILES – APPLIES**

**CLAUSE 11 – JOINT CONSULTATION – APPLIES**

**CLAUSE 12 – TRAINING – APPLIES**

**CLAUSE 13 – HEALTH AND SAFETY – APPLIES**

CLAUSE 14 – EMERGENCY – APPLIES

CLAUSE 15 – SALARY PROTECTION – APPLIES

APPENDIX A – APPLIES, BUT SHALL INCLUDE PAYGRADE TWELVE (12) AND TRAINING RATES

LETTER OF UNDERSTANDING #1 – APPLIES

LETTER OF UNDERSTANDING #2 – APPLIES

LETTER OF UNDERSTANDING #3 – APPLIES

LETTER OF UNDERSTANDING #4 – APPLIES

LETTER OF UNDERSTANDING #5 – APPLIES

The parties agree that issues may arise that have not been captured above, and will include this Agreement as a standing item on the monthly Union-Management meeting for the purpose of discussion. No changes will be made to this Agreement without mutual agreement of the parties.

This Agreement is made on a without precedent or prejudice to any position that the City of Ottawa or the Union may take in future cases or have taken in past cases involving similar or identical matters.

This Agreement will continue from year to year unless the parties mutually agree to amend or terminate it in writing. Either party may propose to incorporate this Agreement into the Collective Agreement at a future round of collective bargaining.

Signed in Ottawa on \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
For the City

**\*Memorandum of Agreement**

**Between**

**City of Ottawa**

**And**

**The Canadian Union of Public Employees, Local 5500**

**Re: Electric Rail Controller Terms and Conditions**

WHEREAS the job of Electric Rail Controller (ERC) is included in the CUPE Local 5500 Transit Supervisors and Coordinators, Communications-Transit Control Room bargaining unit.

NOW THEREFORE the Parties agree to the following:

For the purpose of this Agreement, it is understood that all references in the Collective Agreement to Transit Supervisors and Relief Transit Supervisors shall read as Electric Rail Controllers and Temporary Electric Rail Controllers.

The following is a clause-by-clause review of the collective agreement with respect to Electric Rail Controller terms and conditions as agreed to by the parties:

**CLAUSE 1 – MANAGEMENT FUNCTIONS – APPLIES**

**CLAUSE 2 – CONDITIONS – APPLIES**

**CLAUSE 3 – EMPLOYMENT CONDITIONS – APPLIES, as follows:**

**SECTION (3)1 – APPLIES**

**SECTION (3)2 – APPLIES**

**SECTION (3)3 – APPLIES**

**SECTION (3)4 – APPLIES**

**SECTION (3)5 - APPLIES**

**SECTION (3)6 – APPLIES**

**RAILWAY MEDICAL APPOINTMENTS**



- (i) Electric Rail Controllers unable to book their railway medical examination outside of working hours will be excused from duties with regular pay for the duration of the railway medical examination.
- (ii) The cost of the railway medical examination shall be paid by the Employer.
- (iii) If the employee does not pass the railway medical examination, they may be assigned alternate work, provided they meet all the requirements and qualifications of such work.

**SECTION (3)7 – APPLIES**

**SECTION (3)8 – APPLIES**

**SECTION (3)9 – APPLIES**

**SECTION (3)10 – APPLIES**

**SECTION (3)11 – APPLIES**

**SECTION (3)12 – APPLIES**

**SECTION (3)13 – APPLIES**

**SECTION (3)14 – APPLIES**

**SECTION (3)15 – APPLIES**

**SECTION (3)16 – APPLIES**

**SECTION (3)17 – APPLIES**

**SECTION (3)18 – APPLIES**

**SECTION (3)19 – APPLIES**

**CLAUSE 4 – PAY AND HOURS OF WORK – APPLIES, as follows:**

**SECTION (4)1 – HOURS OF WORK**

(4)1.1 Forty (40) hours in each week shall constitute the normal work week. The normal working periods or shifts shall be eight (8) hours per day during the life of this agreement.

(4)1.2 Whenever possible, every work shift shall be completed within a spread of twelve (12) hours in any one (1) day. Night shifts shall be eight (8) continuous hours as defined in (4)1.1 above.

The parties agree to consult with each other prior to making any shift changes, while both recognizing that it is Management's right to change shifts as is operationally required.

(4)1.3 – APPLIES

(4)1.4 – APPLIES

(4)1.5 – APPLIES

(4)1.6 – APPLIES

(4)1.7 Employees booked at the General Booking or Relieving Booking forced to book two (2) subsequent shifts which would cause the employee to be in violation of HOS rules shall be offered alternate hours of work in order to bring the employee into compliance.

(4)1.8 - APPLIES

(4)1.9 It is agreed that if a call sheet has been initiated to fill an open shift, the call sheet will be completed. Any and all full or partial shifts will be offered to eligible Electric Rail Controllers in order of seniority. When all eligible employees have refused the shift, Management will have the sole discretion to force the Electric Rail Controller with the least seniority to work the shift.

(4)1.10 When employees are on a paid lunch break they shall remain on call in their normal work area.

#### **SECTION (4)2 - APPLIES**

#### **SECTION (4)3 - OVERTIME**

(4)3.1 – APPLIES

(4)3.2 – APPLIES

(4)3.3 If any shift is extended, time and one-half (1.5) will be paid on those extended hours.

(4)3.4 - DOES NOT APPLY

(4)3.5 - DOES NOT APPLY

(4)3.6 – APPLIES

(4)3.7 – APPLIES

(4)3.8 – APPLIES

**SECTION (4)4 – APPLIES**

**SECTION (4)5 – APPLIES**

**SECTION (4)6 - APPLIES**

**SECTION (4)7 – ELECTRIC RAIL CONTROLLERS BOOKING RULES**

(4)7.1 SENIORITY

All permanent staff shall be booked in accordance with bargaining unit wide seniority. All things being equal, seniority shall prevail.

(4)7.2 **GENERAL BOOKINGS**

The General Booking will contain the Daily, Saturday and Sunday work shifts and may include statutory holidays and/or annual vacations. Electric Rail Controller staff shall normally book their work at least thirty (30) days in advance of the effective date of the General Booking.

The City agrees to submit the work shift board for the General Booking of Electric Rail Controllers and Temporary Electric Rail Controllers to the Union Committee two (2) weeks prior to it being posted. The City agrees to advise the Union of any further changes as they may occur.

The Union Committee's request for changes shall be discussed with Management. If a mutually satisfactory agreement is not reached, Management will respond to the Union's proposals within two (2) working days in writing and the booking will then be posted.

The parties agree that bookings will be conducted on the employee's work time. In the case of an Electric Rail Controller on vacation or on leave of any kind, the Union will book for this Electric Rail Controller. Should this process not be available, the City will pay employees one (1) hour for attending the General Booking on their own time. This payment would not apply in the case of a re-booking.

(4)7.2.1 The Relieving Electric Rail Controller shall be paid or may bank in their lieu time bank an additional one hour's pay at the regular rate each Friday for call-up. This is in addition to any other payment for which the Relieving Electric Rail Controller is eligible.

(4)7.3 - APPLIES

(4)7.4 Electric Rail Controller staff selecting work at the General Booking will book their days off according to bargaining unit wide seniority.

(4)7.5 VACATION SPARES

Vacation Spares will book the work and the days off of an individual Electric Rail Controller on a weekly basis.

When no Vacation relief work is available, Vacation Spares will book remaining open work by seniority during the booking of the Relieving Electric Rail Controllers and ahead of any Temporary Electric Rail Controllers. Days off will be assigned by the Booking Superintendent.

(4)7.6 TEMPORARY ELECTRIC RAIL CONTROLLERS

Temporary Electric Rail Controllers may be used to cover open work such as lieu days, banked overtime, vacation allotments (when no vacation spare is available), loose vacation days, leave of absence, maternity or parental leave, long term or short term illness. It is recognized that when absolutely necessary, Temporary Electric Rail Controllers may be used to cover individual work when all other coverage options have been exhausted. The number of Temporary Electric Rail Controllers will be limited to a maximum of six (6). The use of these temporaries is as follows:

7.6.1 Up to six (6) Temporary Electric Rail Controllers may be booked for the entire booking at a General Booking.

7.6.2 Temporary Electric Rail Controllers may be booked at a weekly booking for the entire week as set out below, provided the total number of long term and short term Temporary Electric Rail Controllers booked does not exceed the maximum of six (6).

7.6.3 One (1) short-term Temporary Electric Rail Controller may be used when a minimum of three (3) established shifts are open which that employee can cover.

7.6.4 A second short-term Temporary Electric Rail Controller may be used when an additional minimum of four (4) established shifts are open which that employee can cover.

7.6.5 A third short-term Temporary Electric Rail Controller may be used when an additional minimum of five (5) established shifts are open which that employee can cover.

(4)7.7 Permanent and Temporary Electric Rail Controllers must be trained and qualified to perform the work that they book.

The Union may contact the Booking Superintendent at noon on Thursday to be informed as to the most current information on the number of open work shifts to be covered during the following week and the number of Temporary Electric Rail Controllers who may need to be booked for the week.

Permanent Reliever Electric Rail Controllers will be permitted to book each week from all available work and days-off open for the following week.

If an individual Electric Rail Controllers full week's work is open for the following week, the entire week's work (inclusive of days off) will be offered to Permanent Reliever Electric Rail Controllers in order of seniority, and then to Temporary Electric Rail Controllers (if no vacation spare is available).

When Temporary Electric Rail Controllers are brought on, sufficient open days-off will be assigned by the Superintendent before the booking in order to create a balance in the number of days-off with the requirements for days-off.

Permanent Reliever Electric Rail Controllers will be offered the opportunity to change their booked days-off if this will not generate additional open work at the completion of the relief booking.

If any open work is available on Sunday or Saturday, Permanent Reliever Electric Rail Controllers will be allowed to change their shift.

Open work includes established shifts for the current booking only. The remaining open work and days-off may be covered by Temporary Electric Rail Controllers.

Relief bookings will normally take place on Fridays starting at 09:00 hours. A Superintendent or an Acting Superintendent will conduct this booking.

#### (4)7.8 COVERAGE OF WORK

7.8.1 - DOES NOT APPLY

7.8.2 Loose work which comes open prior to the weekly booking will be booked on the following basis:

a) Permanent Reliever Electric Rail Controllers

- b) Vacation Spares with no work assigned.
- c) Temporary Electric Rail Controllers.

7.8.3 Remaining shifts will be booked as follows:

- a) At straight time by:
  - i) Electric Rail Controllers and Temporary Electric Rail Controllers when assigned work other than established shifts.
  - ii) Electric Rail Controllers, who owe time as a result of excused absence.
  - iii) All booked Electric Rail Controllers may be required to accept a reassignment of opened work on a daily basis, provided that the Electric Rail Controller has been advised of the time change the day prior to the work being performed; and no Electric Rail Controller who is booked on day work will be required to work nights, nor will an Electric Rail Controller booked to work nights be required to work days.
- b) At overtime by:
  - i) All staff in order of seniority.
  - ii) When covering open work and overtime payment is involved, Supervisors who have already been booked on either four (4) straight time hours or three (3) overtime hours will not be offered additional work until everyone else has had an opportunity to book overtime.

7.8.4 – APPLIES

7.8.5 – APPLIES

(4)7.9 – APPLIES

(4)7.10 - APPLIES

(4)7.11 – DOES NOT APPLY

(4)7.12 – APPLIES

#### (4)7.13 RE-BOOKINGS

Changes in shift (time spread), additional shifts or deletion of shifts shall be discussed with the Union Executive. Management will ascertain whether a re-booking is necessary. If a re-booking is approved, it shall be at least six (6) weeks before the expiry of the regular booking. If it is less than six (6) weeks before the expiry of the regular booking, then a re-booking should not be held.

(4)7.14 – DOES NOT APPLY

(4)7.15 – DOES NOT APPLY

(4)7.16 – APPLIES

(4)7.17 – APPLIES

#### **SECTION (4)8 – OVERTIME WORK/LIEU TIME WORK/SHIFT EXTENSIONS – APPLIES**, as follows:

(4)8.1.1 - APPLIES

(4)8.1.2 Any piece of available work of more than two and one half (2.5) hours shall be booked in accordance with this article.

(4)8.1.3 through (4)8.1.12 – APPLIES

(4)8.2 - APPLIES

(4)8.3.1 Superintendents or Acting Superintendents may request to extend an Electric Rail Controller at overtime rates on their booked shift for less than two and one half (2.5) hours beyond their booked finish time when operational requirements exist. Should all Electric Rail Controllers on duty, having been asked by seniority to work the extension, refuse such work, the most junior Electric Rail Controller on duty must accept the work.

(4)8.3.2 Based on operational requirements, Superintendents or Acting Superintendents may request that an Electric Rail Controller commence their booked shift for less than two and one half (2.5) hours in advance of their booked start time. Such hours will be paid at overtime rates. Should all Electric Rail Controllers refuse to work these additional hours, the most junior Electric Rail Controller must accept the work.

(4)8.4 – APPLIES

#### **SECTION (4)9 – APPLIES**

CLAUSE 5 – GRIEVANCES – APPLIES

CLAUSE 6 – VACATION WITH PAY – APPLIES, as follows:

**SECTION 6(1) – APPLIES**

(6)2.1 – APPLIES

(6)2.2 – APPLIES

(6)2.3 – APPLIES

(6)2.4 – APPLIES

(6)2.4.1 - APPLIES

(6)2.4.2 - APPLIES

(6)2.4.3 a) DOES NOT APPLY

b) DOES NOT APPLY

(6)2.4.4 –APPLIES

(6)2.4.5 – APPLIES

(6)2.4.6 – APPLIES

(6)2.4.7 – APPLIES

(6)3 - APPLIES

CLAUSE 7 – UNION SECURITY – APPLIES

CLAUSE 8 – EMPLOYEE BENEFIT PLANS – APPLIES

CLAUSE 9 – UNIFORM CLOTHING – APPLIES, as follows:

(9)1.1 All employees will be supplied with the following:

1.1.1 Reversible Raincoat - Replacement every seven (7) years

1.1.2 Winter Coat - Replacement every five (5) years

1.1.3 Spring Coat - Replacement every three (3) years

1.1.4 Trousers - Three (3) per year



- 1.1.5 Pullover, Cardigan, V-Neck or Winter Weight - One (1) per year
- 1.1.6 Belt - One (1) per year
- 1.1.7 Mitts or Gloves - One (1) per year
- 1.1.8 Baseball Cap - One (1) per year
- 1.1.9 Ties - Three (3) per year
- 1.1.10 Winter Hat or toque - One (1) per year
- 1.1.11 Shirts or Blouses or Polos - Four (4) per year
- 1.1.12 Blazer - Replacement on an as needed basis
- 1.1.13 High Visibility O-Train Vest - One (1) per year
- 1.1.14 Flashlight - Replacement on an as needed basis

**\*NOTES:**

1. The items of Uniform Clothing will be provided before March 31<sup>st</sup> of each year.
2. Replacements will be made on an “as required” basis as determined by the Employer.
3. Temporary Electric Rail Controller clothing is replaced on an as needed basis.

**(9)1.2 Footwear**

The City shall provide a one hundred and fifty dollar (\$150) allowance once a year to active employees. This allowance is for the purchase of safety footwear acceptable to workplace standards.

**(9)1.3 – APPLIES**

**SECTION (9)2 – APPLIES**

**SECTION (9)3 – APPLIES**

**SECTION (9)4 – DOES NOT APPLY**

CLAUSE 10 – PERSONNEL FILES – APPLIES

CLAUSE 11 – JOINT CONSULTATION – APPLIES

CLAUSE 12 – TRAINING – APPLIES

CLAUSE 13 – HEALTH AND SAFETY – APPLIES

CLAUSE 14 – EMERGENCY – APPLIES

CLAUSE 15 – SALARY PROTECTION – APPLIES

APPENDIX A – APPLIES, BUT SHALL INCLUDE PAYGRADE TWELVE (12) AND TRAINING RATES

LETTER OF UNDERSTANDING #1 – APPLIES

LETTER OF UNDERSTANDING #2 – APPLIES

LETTER OF UNDERSTANDING #3 – APPLIES

LETTER OF UNDERSTANDING #4 – APPLIES

LETTER OF UNDERSTANDING #5 – APPLIES

The parties agree that issues may arise that have not been captured above, and will include this Agreement as a standing item on the monthly Union-Management meeting for the purpose of discussion. No changes will be made to this Agreement without mutual agreement of the parties.

This Agreement is made on a without precedent or prejudice to any position that the City of Ottawa or the Union may take in future cases or have taken in past cases involving similar or identical matters.

This Agreement will continue from year to year unless the parties mutually agree to amend or terminate it in writing. Either party may propose to incorporate this Agreement into the Collective Agreement at a future round of collective bargaining.

Signed in Ottawa on \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
For the City

\*MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF OTTAWA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500 ("CUPE 5500", the  
"Union")

**Re: Transit Supervisors Responding to Incidents on the Confederation Line**

WHEREAS the Transit Supervisor and Rail Supervisor are two separate jobs within CUPE 5500's Transit Supervisors bargaining unit;

AND WHEREAS there may be times when management directs Transit Supervisors to perform work on the Confederation Line that would normally be assigned to Rail Supervisors;

NOW THEREFORE the Parties agree to the following:

1. In the event that a Rail Supervisor is not available, a Transit Supervisor on duty, directed by management to respond to incidents on the Confederation Line Rail platforms or Rail concourses, shall be paid 2 hours' pay at the Rail Supervisor rate of pay, or the actual hours performing Rail Supervisor duties, whichever is greater. For greater certainty, this pay provision shall apply to each separate incident that a Transit Supervisor responds to, regardless of the time of the incident(s). It is understood that the total number of hours paid at the Rail Supervisor rate shall not exceed the employee's worked hours on any shift.
2. Assignment of staff and the duration of the assignments shall be at management's sole discretion. No employee shall have any claim, by seniority or otherwise, to priority for assignment.
3. This agreement is effective beginning July 24, 2018. There shall be no retroactive application or claims prior to July 24, 2018 by any employee.
4. This agreement and its terms are without prejudice and precedent to any position either party may wish to take in other cases. The Union agrees that

it will not accept or file any grievance as a result of implementation of this agreement, save for enforcement of its terms.

5. The parties agree that the Employer will provide a summary of the number of incidents that require a Transit Supervisor to respond to incidents on a monthly basis and this MOA will be included as a standing item on the monthly Union-Management meeting for the purpose of discussion.
6. This agreement may be terminated by either party with thirty (30) days written notice.

SIGNED AT OTTAWA, THIS 8<sup>th</sup> day of January, 2019

*\*Original Signed by Kevin Charron*

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For CUPE Local 5500

*\*Original Signed by Sheldon Marcellus*

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For the City of Ottawa