

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES,



Local 5500

TRANSIT SECURITY

and

The City of Ottawa



*Ratified by the Employer: July 23, 2003
April 1, 2002 to March 31, 2005*

(Une version française est disponible au Bureau des Ressources humaines, Division 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 Security Employees, 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)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 transit enterprise in which the City is engaged and, without restricting the generality of the foregoing, to determine the number of employees on the establishment, the arrangement of its transportation service and the location and type of equipment employed by it, the methods and

techniques of work, the extension, limitation, curtailment or cessation of operations.

(1)1.3 It is understood by the Union that the express provisions of this agreement constitute the only limitation upon the employer's rights.

(1)1.4 Manner of Exercising Functions

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

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 security personnel of the employer in its Security Department, except supervisors, office staff, and those currently represented in other Bargaining Units.

(2)1.2 No employees 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)1.3 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)1.4 The Union shall furnish the City with a copy of its constitution and by-laws together with a list of its officers and shall notify the City promptly of any changes.

(2)1.5 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 Director of Employee Relations for approval before posting or distribution.

- (2)1.6 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)1.7 The City will furnish the Union with a list of the supervisory personnel and a complete Organization Chart once a year and will indicate by job titles the authorities of each person so listed.
- (2)1.8 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 post 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 AND TERMINATION

- (2)3.1 This Agreement shall be in effect from the 1st day of April, 2002 to the 31st day of March, 2005 and shall continue thereafter from year to year, provided that, 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 1st day of April, 2005, notice in writing of the proposed revisions or amendments shall be given to the other party not later than the 1st day of January, 2005, or any subsequent anniversary thereof.

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, stoppages or other interference with the operation 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 – BARGAINING UNIT WIDE SENIORITY – GENERAL PRINCIPLES

The parties agree Bargaining Unit Wide Seniority will apply as follows:

The City and the Union agree to recognize the Bargaining Unit 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, seniority shall prevail.
- Layoffs and recalls will be done based on bargaining unit wide seniority but with the required knowledge, ability, and qualifications to the job.
- Overtime, vacation and statutory holidays will be booked by employees in their substantive positions and by classifications based on bargaining unit wide seniority, or according to the provisions negotiated between the parties, such as the booking rules.
- Bargaining unit 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 in a position covered by the CUPE 5500 bargaining unit as appearing on the seniority list published January 31st of each year.

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

(3)2.3 An employee who obtains a position and transfers between any of the three (3) bargaining units represented by CUPE, Local 5500 shall transfer with full seniority, and shall be subjected 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 is transferred or accepts a promotion outside of the CUPE 5500 bargaining units and subsequently returns to the bargaining unit:

2.5.1 the return will take place only when it is established that there is a post on the authorized establishment and that another employee has been trained and is qualified to perform the duties of the employee returning;

2.5.2 if he or she requests or a return is otherwise arranged in one (1) year or less, he or she will return with the accumulated seniority he or she would have had had he or she not been transferred or promoted.

(3)2.6 When a vacancy occurs and no qualified applicant is available, the Employer may consider the most senior employee who does not meet the required qualifications for the position, but who is currently attending a recognized educational program, whether internal or external, and who will meet the requirements of the position within a six (6) month period which may be extended by mutual agreement. The employee will be given a six (6) month trial period. At the end of the trial period, the employee will be interviewed to established suitability for the position. If they are not selected as the incumbent, they will be returned to their former position.

(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 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.

SECTION (3)3 – LAY-OFF AND RECALL

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

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

(3)3.3 The City will advise the affected employees in writing, with copy to the Union, two (2) weeks prior to a lay-off.

(3)3.4 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)3.5 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 bargaining unit wide, provided the employee affected has the required knowledge, ability and qualifications to do the work of the position as determined by the Employer.

- (3)3.6 Employees who have been displaced as a result of employees exercising their seniority rights as set out in clause (3)3.5 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)3.7 If a position covered by CUPE, Local 5500 collective agreements becomes open, employees on lay-off shall be recalled in the order of their seniority, on a bargaining wide basis 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)3.8 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)3.9 It is the responsibility of every employee to notify the Employer promptly of any change of address and telephone number. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall.
- (3)3.10 Employees on lay-off shall be recalled in the order of their seniority on a bargaining unit 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.

SECTION (3)4 – SEVERANCE PAY

- (3)4.1 Should the employee not exercise his/her rights under article (3)3.6, 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 employee(s), 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 to be 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 employee(s) 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 counseling.

**SECTION (3)6 – LEAVE OF ABSENCE/MATERNITY LEAVE/
SPECIAL LEAVE/PARENTAL LEAVE**

- (3)6.1 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.
- (3)6.2 An employee, upon written application, shall be granted maternity leave and/or parental leave under the provisions of Part III of the Canada Labour Code as amended from time to time. The terms and conditions of this leave shall be confirmed in writing by the City.
- (3)6.3 During the two (2) week waiting period and the fifteen (15) weeks that the employee is eligible for Unemployment Insurance maternity leave benefits, the employee will receive payments from the Supplementary Employment Benefit Fund to bring her combined EI and S.U.B. payments to ninety three percent (93%) of his/her normal pay.
- (3)6.4 While on maternity leave 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.

(3)6.5 The employee will continue to accumulate seniority while on maternity leave or parental leave as provided under this Section.

(3)6.6 Special Leave from employment with full pay may be granted to an employee who has no lieu time or vacation credits for the following reasons:

6.6.1 the unexpected or sudden illness of the employee's spouse or child which prevents the employee from reporting to duty;

6.6.2 emergency situations which prevent the employee from reporting to duty;

6.6.3 the birth or adoption of a child;

Special Leave is to be utilized solely for the purposes as specified above.

(3)6.7 To qualify for Special Leave, the employee must have:

6.7.1 completed six (6) months of employment;

6.7.2 notified his or her Department or immediate supervisor at least forty-eight (48) hours in advance of the date and time off required.

(3)6.8 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 City.

(3)6.9 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.

(3)6.10 In the event of an emergency, the requirement for advance notice shall be waived.

(3)6.11 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)6.12 Employees wishing to take leave of absence, maternity 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 forms.
- (3)6.13 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 Human Resources Division, 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 Employees who are members of a committee or officers of the Union or delegates to a convention of the Union may be granted unpaid leave of absence without loss of seniority.
- (3)7.4 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)7.5 Negotiation Committee

The City will pay for the regular wages of the three (3) Grievance Officers or designate, and will pay for the regular wages of the President of the Local Union or designate for a total of four (4) representatives.

SECTION (3)8 – VACANCIES/JOB POSTINGS

- (3)8.1 Any 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 in any section covered by this Agreement and involves a job provided in the authorized establishment, the City shall, before filling such vacancy with a new employee, make the vacancy available to existing employees, and employees on lay-off from the bargaining unit within a twelve (12) month period of 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 Division.
- (3)8.4 In order to be considered eligible, an employee must apply on the proper form to the Human Resources Division.
- (3)8.5 If a position cannot be filled satisfactorily from existing employees who apply, the City may recruit from applicants who are not at the time employees.
- (3)8.6 When a vacancy occurs for the position of Transit Law Enforcement Officer and there are no fully qualified candidates, consideration will be given to employees who are currently enrolled in the Law and Security Program of a Community College and who have accumulated a minimum of sixty (60) credits towards the appropriate diploma.

SECTION (3)9 – TRANSFERS AND PROMOTIONS

- (3)9.1 The following shall be the status of an employee who has been transferred from one section or classification to another or accepts a position outside the Bargaining Unit:

- 9.1.1 Employees transferred from one section or classification to another within the Bargaining Unit shall retain seniority within the Bargaining Unit.
- 9.1.2 Whenever a job vacancy occurs due to a temporary absence, vacation, extended period of illness or any other case whereby the absent employee maintains his or her seniority, if the establishment does not provide for a suitably trained relief, the vacancy shall be filled by the City. If an employee already on the establishment is assigned to the job, he or she shall continue to accumulate seniority on his or her regular job.
- 9.1.3 An employee who requests to return to a former position in the Bargaining Unit after completing the training period and one hundred and twenty (120) calendar days in the current position shall make such request to the City in writing. Provided it is established there is a post on the authorized establishment, the City shall fulfill the request when another employee has been trained and is qualified to perform the duties of the employee requesting the return to the former position. If the employee returns to his or her former position, his or her seniority shall be that which he or she had at the date of his original transfer.
- 9.1.4 When an employee is transferred to 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.

SECTION (3)10 – DISCIPLINE

- (3)10.1 The City agrees that an employee whose work is of such standard as to justify discipline, shall be given a warning in writing by his or her Supervisor with the reasons clearly stated. If the employee so wishes, the City shall notify the Union in the form of a duplicate copy of notices sent to the employee ordering him or her to appear before his or her superior respecting the matter of discipline, provided that the offence is sufficiently serious to warrant a suspension of three (3) days or more, to the end that the employee concerned can, if he or she so desires, be accompanied by a Union representative when appearing before his or her superior.

(3)10.2 When a disciplinary report on any member of the Union has been recorded in writing, one copy shall be placed in the employee's file, one copy shall be given to the employee and one copy shall be forwarded to the Union immediately.

Offences of which the employee was not previously informed shall not be taken into consideration when rendering discipline. The discipline record of an employee, except under extraordinary circumstances, shall not be considered beyond the previous two (2) years.

(3)10.3 Entries of a minor nature shall, after a lapse of two (2) years during which the employee's record has been clear of similar minor offences, not be taken into consideration by the City for any purpose.

(3)10.4 The City shall pay a minimum of one (1) hour at basic rates of pay to an employee ordered to report to an officer of the City in respect of a complaint against such employee that subsequently proves to be unsubstantiated.

(3)10.5 If the reporting as mentioned in Subsection 8.4 exceeds one (1) hour, the Management Representative of the City shall authorize additional pay as may be just and reasonable.

(3)10.6 Any notice of disciplinary action which may have been placed on the personnel file of an 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.

SECTION (3)11- TERMINATION

(3)11.1 The City reserves the right to terminate or suspend employees for just cause. Without limiting the generality of the foregoing, just cause shall include but not be limited to:

incompetence, being under the influence of alcohol or drugs, intoxication, drug abuse, habitual absenteeism, drunkenness, dishonesty, repeated minor violations of the rules, theft, insubordination, disorderly conduct, falsification of records, consistent use of foul or abusive language, consistent failure to report for duty without a bonafide reason, unprovoked assault on employer or employer's representative, consistent incivility to superiors, peers, other employees and the public, gross negligence of any kind.

- (3)11.2 Before suspending or terminating an employee, the City shall carry on a full and fair investigation. Immediate suspension may take place if the City believes there is serious danger to other City employees or property or to the general public. Should such investigation disclose the guilt of the employee beyond reasonable doubt, then the employee shall be terminated immediately and given seven (7) calendar days to appeal the City's decision. Coincident with the City's decision, the Union shall be notified of the employee's termination.

SECTION (3)12 – BEREAVEMENT LEAVE

- (3)12.1 An employee shall be granted paid bereavement leave as follows:
- 12.1.1 Upon the death of spouse, common-law spouse, child, parent or person standing in loco parentis, a maximum of four (4) working days up to and including the day after the funeral;.
 - 12.1.2 Upon the death of brother, sister, mother-in-law, father-in-law, a maximum of three (3) working days up to and including the day of the funeral;.
 - 12.1.3 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 up to and including the day of the funeral.
 - 12.1.4 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 right to schedule the time off at a later date.

SECTION (3)13 – JURY AND WITNESS DUTY

- (3)13.1 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)13.2 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 his or her department 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)13.3 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 nine (9) hours prior to the specified time he or she is schedule to appear at the Sheriff's or Court Office.
- (3)13.4 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)13.1.
- (3)13.5 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)13.6 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 allowed to bank a lieu day to be taken at a time approved by the City.
- (3)13.7 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)13.1.

SECTION (3)14 – LEGAL PROCEEDINGS

- (3)14.1 The City agrees that employees shall be compensated for all time spent attending legal proceedings, including interviews with City Solicitors arising out of an occurrence and/or infractions under the Highway Traffic Act while in charge of a City vehicle subject to the following conditions:

- 14.1.1 if, at the completion of a Civil Action, the City is found to be responsible due to the negligence of the employee, he or she shall be compensated only for normal work shifts lost during the proceedings;
- 14.1.2 if, following the hearing of a Highway Traffic Act infraction, the employee is found to be guilty, he or she shall not be compensated for normal work shifts lost or time spent beyond normal working shifts. If the charge is dismissed, the employee shall be compensated for normal work shifts lost.

SECTION (3)15 – MEAL ALLOWANCE

- (3)15.1 Employees whose work shift is extended by three (3) or more hours over their normal work shift shall receive a meal allowance to the value of eight (\$8.00) dollars. This will include straight time, overtime (lieu) but will not include shift exchange or regular overtime hours.

SECTION (3)16 – LICENSING

- (3)16.1 All employees who drive City vehicles shall at all times be in possession of a valid driver's licence with the appropriate class and such driver's licence shall be shown to City officials on request
- (3)16.2 If an employee is required to hold a valid driver's licence as a condition of employment and has such licence permanently withdrawn or suspended by Provincial authorities for other than medical reasons:
 - 16.2.1 while operating a City vehicle and engaged in work activity, such an employee shall have his or her employment with the City terminated immediately;
 - 16.2.2 while operating a vehicle not associated with assigned work activity and if the suspension of the licence is for one (1) year or less, such employee shall be placed on suspension without pay for a maximum period of one (1) year or until the licence is restored to the employee, whichever occurs sooner.
- (3)16.3 If an employee does not report for work immediately after the licence has been restored, or, if at the end of the one (1) year period the licence has not been restored, the employee's employment with the City shall be terminated immediately.

- (3)16.4 If under the provision of (3)16.2 an initial suspension of an employee's driver's licence is greater than one (1) year or if a second suspension should occur for any duration whatsoever, the employee shall be subject to immediate dismissal.
- (3)16.5 Any employee who fails to notify the City in writing of a change in the status of the driver's licence required for the job before resuming or attempting to resume City duties shall be subject to disciplinary actions or termination.
- (3)16.6 The City recognizes that changes may occur in the law with regard to the length of time for licence suspensions for a first offence and agrees to modify Clause (3)16.2.2 of this Agreement consistent with the change in the law.

SECTION (3)17 – MEDICAL FITNESS

- (3)17.1 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)17.2 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)17.3 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)17.4 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)17.5 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 his or her own expense, 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)17.6 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 (3)17.3 and (3)17.5, 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.

SECTION (3)18 – EMPLOYEE ASSISTANCE PROGRAM

- (3)18.1 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)19 – SICK LEAVE CERTIFICATES

- (3)19.1 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 the nature of the illness or injury and a prognosis as to the likely date of return to work, if known.

SECTION (3)20 – APPLICATION FOR BENEFITS

- (3)20.1 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.

CLAUSE 4 – PAY AND HOURS OF WORK

SECTION (4)1 – HOURS OF WORK

The provisions of this clause are amended or to be read in conjunction with the Overtime and Lieu Day Rules as set out in Appendix “C” which apply from April 1, 2002 to March 30, 2005.

- (4)1.1 Forty (40) hours in each week shall constitute the normal working hours of an employee during the life of this agreement.
- (4)1.2 Normal working days or shifts shall be:
 - 1.4.1 five (5) days of eight (8) hours per day; and/or,
 - 1.4.2 two (2) days of eight (8) hours per day and two (2) days of twelve (12) hours per day (weekends: twelve(12) hour shifts), for Property Protection Officers only; and/or,
 - 1.4.3 four (4) days of ten (10) hours per day;
 - 1.4.4 the City will not establish shifts differing from the above without first consulting with the Union.
- (4)1.3 The City agrees to structure the shifts in such a manner that short changes (eight (8) hours between shifts) are at a minimum. When a short change occurs the employee will be notified a reasonable time in advance.
- (4)1.4
 - 1.4.1 Employees required to and 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 (1 1/2) for that period of time before or after their booked shift.
 - 1.4.2 Employees requested to and attend information meetings/sessions on their scheduled day off will be paid a minimum of two (2) hours at time and one half (1 1/2).
- (4)1.5 When employees are on a paid lunch break they shall remain on call in their normal work area.
- (4)1.6 Employees who are off duty and come in to work at special events such as football games, rock shows, etc., shall receive a minimum payment of four (4) hours pay at straight time.

- (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.

SECTION (4)2 – RATES OF PAY

(4)2.1 Probationary Period

An employee during his or her probationary period shall receive the minimum rate of pay as set out in Appendix “A”, Security Department Rates of Pay.

(4)2.2 Job Classification Rates

2.2.1 An employee at the successful conclusion of his or her probationary period shall be entitled to the job classification rate as set out in Appendix “A”, Security Department Rates of Pay.

2.2.2 When an employee is required to perform the duties of a higher paid job classification, he or she shall be paid according to the rates of pay as set out in Appendix “A”, Security Department Rates of Pay.

(4)2.3 Overtime

2.3.1 If an eight (8) hour shift is extended (except weekend twelve (12) hour shifts), time and one-half (1.5) will be paid on those hours in excess of eight hours.

2.3.2 Employees called upon to work their day off will be paid at the rate of time and one-half (1.5).

2.3.3 Employees may elect to bank overtime hours as per Appendix “C”.

2.3.4 All employees shall be available for emergency work whenever called for, emergency work being deemed to be such work as is not reasonably foreseeable.

2.3.5 Overtime shall be governed by the following rules:

2.3.5.1 An employee shall not work any combination of booked work and overtime which will exceed sixteen (16) consecutive hours or which will not allow a

minimum of eight (8) hours of rest before commencing work again.

2.3.5.2 No employee is to be called during his or her vacation. On the Friday preceding his or her return to work, an employee may call Control up until 12:00 noon to ascertain if there is any overtime available for the following week.

2.3.5.3 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. Before this is invoked, the employee shall be notified in writing.

2.3.5.4 On extended absenteeism, the open shift in the MLEO Section may be covered by the Relief MLEO,

2.3.5.5 Relief MLEOs may be used to cover regular shifts which have not been filled.

2.3.5.6 On extended absenteeism, the open shift in the Working Supervisor section may be covered by the Relief Working Supervisor.

2.3.5.7 Relief Working Supervisors may be used to cover regular shifts which have not been filled.

2.3.5.8 Overtime must be authorized either by the Working Supervisor or Superintendent, or, if neither is available, by the Controller, acting in accordance with the Overtime Directive.

2.3.6 Overtime shall be offered to employees in the following order:

2.3.6.1 to employees in the appropriate section who owe time as a result of excused absence;

2.3.6.2 to employees in the appropriate section on their day off in order of seniority who have indicated in writing their wish to work overtime and are available for such overtime on a monthly basis;

2.3.6.3 to the Relief Municipal Law Enforcement Officers for MLEO work on their day off in order of seniority;

- 2.3.6.4 to the Relief Municipal Law Enforcement Officers for MLEO work shift. If the Relief MLEO is already working a regular shift in the Patrol Section, the Relief MLEO is to be given MLEO work and the open shift in the Patrol Section is to be covered by overtime if required;
- 2.3.6.5 to the Relief Working Supervisor for Working Supervisor work on their day off in order of seniority;
- 2.3.6.6 to the Relief Working Supervisor for Working Supervisor workshift. If the Relief Working Supervisor is already working a regular shift in the MLEO section, the Relief Working Supervisor is to be given Working Supervisor work and the open shift in the MLEO section is to be covered by overtime if required;
- 2.3.6.7 Working Supervisors shall be eligible for overtime under Subsection 2.3.7.7 for all work including Property Protection Officers' duties.
- 2.3.6.8 If overtime still cannot be covered, the most junior member in the appropriate section will have to take the work, including the Relief Municipal Law Enforcement Officer.

2.3.7 Extending Shifts

Shifts may be extended to a maximum of four (4) hours until appropriate overtime can be arranged.

SECTION (4)3 – SUNDAY WORK

- (4)3.1 Rates of pay for work performed on Sundays shall be time and one quarter (1.25) of the employee's job classification rates.

SECTION (4)4 – GENERAL AND DESIGNATED HOLIDAYS

(4)4.1 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)4.2 The following are designated holidays:

Civic Holiday
Easter Monday

(4)4.3 The holidays listed in (4)4.1 and (4)4.2 above may be celebrated on dates coincident with their celebration in the Federal Public Service.

(4)4.4 An employee whose work schedule requires him or her to work on any of the holidays listed in (4)4.1 and (4)4.2 above shall be compensated for time worked on such days by a normal day's pay plus pay equal to one and one-half (1.5) times the employee's basic hourly rate of pay for all hours worked.

(4)4.5 If an employee does not work on one of the holidays listed in (4)4.1 and (4)4.2 above because the day falls on the employee's scheduled day off, the employee shall be paid a normal day's pay.

(4)4.6 If an employee whose scheduled day off falls on one of the holidays listed in (4)4.1 and (4)4.2 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 times (1.5) the employee's basic hourly rate of pay for all hours worked.

(4)4.7 If an employee is scheduled to work on one of the holidays listed in (4)4.1 and (4)4.2, and that employee booked off on that day, the employee shall be paid their normal day's pay.

- (4)4.8 Employees whose regular work shifts are longer than eight (8) hours and who are unable to work during that shift due to sickness will be paid for the number of hours they were scheduled to work on that day.
- (4)4.9 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:
- 4.9.1 the employee received Sick Leave, WSIB or LTD payments for the holiday;
 - 4.9.2 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 Sick Leave, WSIB or LTD payments;
 - 4.9.3 there is any period in which the employee is not receiving regular wages.

SECTION (4)5 – BANKING OF HOLIDAYS

- (4)5.1 An employee may elect to bank as lieu days off 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. The employee may elect to bank the hours earned on a holiday.
- (4)5.2 An employee may elect to bank lieu days off 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. The banked days shall be taken at the discretion of the employee but with the approval of the Management Representative.

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 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

- (5)1.2 In order for a complaint to be considered valid, an employee must bring a complaint to the attention of the Superintendent 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. 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 to the Labour Relations Branch 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 Branch.

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 General 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 Branch 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, Federation 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 Commission is allowed, the employee shall receive payment from the date the grievance was instituted in writing and from such earlier date as the General Manager or Board of Arbitration may determine.

SECTION (5)4 – MEETINGS WITH MANAGEMENT

- (5)4.1 Time off without pay shall be allowed to the Officer or Officers of the Union attending an official meeting with Management or a grievance hearing at the office.

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. During the vacation period, no employee shall substitute for another employee. It will be necessary for Management to schedule vacations in keeping with efficiency.

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 in the year vacation is taken</u>	<u>Weeks of Vacation</u>
Less than eight (8)years	3
Eight (8) years but less than seventeen (17) years	4
Seventeen (17) years but less than twenty-four (24) years	5
Twenty-four (24) years or over	6

(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 For the purpose of vacation booking only, the TLEO section will be combined with the PPO section. Vacations shall be taken throughout the calendar year and the choice of vacation period shall be governed by

2.4.1 There will be no more than three (3) TLEO/PPO on vacation at any time unless there is no one off from the other sections, in which case there may be four (4) employees off.

2.4.2 One (1) week of vacation (40 hours) may be split into odd days to be taken throughout the year. Booking of full weeks of vacation will take priority over booking of odd days and the number of employees off on any day will not exceed the numbers set down in the vacation guidelines. Regular vacation days or banked vacation days can be combined with a general or designated holiday to make up a full week. An employee must give forty-eight (48) hours notice excluding holidays when requesting odd days. All odd vacation and lieu days must be booked before the first of December and taken in accordance with the vacation guidelines or be paid out in cash not later than December 31st.

(6)2.5 An employee who is absent due to Temporary Disability shall continue to earn vacation entitlements as long as such employee remains on the Active Roll. This includes an employee who is receiving Workers' Compensation or Sick Leave. An employee who is removed from the Active Roll shall cease to earn vacation entitlements from the date of such removal.

(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 Sick Leave or Worker's Compensation, he or she may arrange to defer vacation entitlement, up to the 1st 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

CLAUSE 7 – UNION SECURITY

SECTION (7)1 – CHECK -OFF

- (7)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.

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 employees on retirement.
- (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 Plan.

SECTION (8)2 – CONDITIONS AND COST SHARINGS

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

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

(8)2.2 **Sick Leave Plan**

(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 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 Income Protection benefits.

(8)2.4 Application for 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 I.P.P. 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 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 years' end, that employee becomes eligible for IPP benefits payable at one hundred percent (100%) as set out in Section (8)2.1.1. 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 a Statutory or Declared Holidays during an employee's absence on IPP shall not reduce an employee's number of days of IPP benefit 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.

The Employer may require an employee to provide a medical certificate from a qualified medical practitioner stating he/she is fit to return to work before permitting the employee to return to active duty.

(8)2.7 If, while you are disabled and receiving Sick Leave Allowances, you are served Notice of Layoff or Termination of Employment, you shall nevertheless receive while so disabled, the balance of any of the Sick

Leave Allowances to which you are entitled on the date such notice is given to you.

- (8)2.8 You cannot receive Sick Leave payments while you are receiving vacation pay or while you are engaged in any occupation or employment for wage or profit.
- (8)2.9 Sick Leave allowances 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, Sick Leave 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 Long Term Disability (LTD) Insurance payments.
- (8)2.11 If you return to work after receiving Long Term Disability benefits, you will immediately requalify for the full allowances according to the above scale, if you again become disabled and if you do not requalify for LTD Benefits immediately.
- (8)2.12 Employees who have sick leave credits at December 31, 1980 in the former cumulative sick leave plan may use these credits in the following manner:

2.12.1 Sick Leave credits in excess of one hundred (130) days

If an employee has more than one hundred and thirty (130) sick day credits, he or she may use the excess credits to cover periods of absence during which he or she does not qualify for benefits under the Revised Sick Leave Plan. In addition, if the employee has a total number of years of service which when combined with years of age adds up to ninety (90) or more, the employee may apply to use the excess credits as Earlier Retirement Leave under the ex Ottawa-Carleton Regional Transit Commission Policy CP-4046.

2.12.2 Sick Leave credits of one hundred (130) days or less

For employees on staff as of December 31, 1980 and who have ten (10) or more years of service with the City on that date, the

sick days credited to them on the above date shall conditionally vest, up to the maximum equivalent of one hundred and thirty (130) working days. The days so vested, will be valued, based on the employee's earnings at the time the employee terminates service, dies or retires and shall be payable if the employee remains in the service of the City after December 31, 1980 as follows:

- i) on termination of employment for any reason other than death or retirement, an employee who had ten (10) or more years of continuous service on January 1, 1981, shall be entitled to a pay-out of unused credits earned prior to January 1, 1981, to a maximum equivalent of three (3) months basic pay. The value of these credits will be established on the basis of earnings at the time the employee terminates;
- ii) on termination of employment by reason or death or retirement, an employee or the Estate of employee with ten (10) or more years of continuous employment as of January 1, 1981, shall be entitled to a pay-out of unused sick day credits earned prior to January 1, 1981, to a maximum equivalent of six (6) months pay. The value of these credits will be established on the basis of earnings at the time the employee' death or retirement.
- iii) an employee who is in receipt of LTD Insurance benefits shall have the option of withdrawing the cash value of his or her sick day credits at the time he or she becomes disabled. In this case, the credits to which he or she shall be entitled shall be a maximum of sixty-five (65) days. He or she may leave his or her credits to be paid out at age sixty-five (65) or to be paid out to his or her estate in the event of his or her death. In this case, the maximum credits shall be one hundred and thirty (130) days.

(8)2.13 Long Term Disability Plan

- 2.13.1 The full premium cost of the plan shall be paid by the employee. The City will pay to each employee a monthly cash sum equivalent to the monthly premium.
- 2.13.2 Any long term disability claimant of twenty-four (24) months or more who is eligible for paid insurance benefits, as outlined in (8)2.10, and a City pension of at least sixty percent (60%) that is not actuarially reduced, ceases to be eligible for LTD benefits.

(8)2.14 Group Term Life Insurance

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

(8)2.15 Dental Insurance Plan

The City shall pay the entire 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 Early Retirement Benefits

2.18.1 The City shall pay one hundred percent (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) Dental Insurance Plan.
- iv) Dependent Life Insurance Plan.

2.18.2 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)2.19 Workplace Safety and Insurance Board (WSIB) Benefits

- 2.19.1 In the event of a work related injury or illness, the employee may receive payment of salary or earnings by the Employer to the maximum allowable under the Workplace Safety and Insurance Act and the Employer will also pay to the Employee, where applicable, the difference between the maximum allowable under the Act and the actual amount equal to seventy-five percent (75%) of the Employee's salary or regular wage.
- 2.19.2 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.
- 2.19.3 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.

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.

CLAUSE 9 – UNIFORM CLOTHING

SECTION (9)1 – CLOTHING ALLOWANCE FOR ALL EMPLOYEES

- (9)1.1 All new employees shall be supplied at the expense of the City the following uniform clothing:
- 1.1.1 Five (5) pairs of trousers, Cargo Style – Model to change as agreed. Four (4) clip-on ties;
 - 1.1.2 Ten (10) perma-press shirts, choice of short-sleeves or long sleeves;
 - 1.1.3 Two (2) baseball caps;
 - 1.1.4 One (1) pair of gloves;
 - 1.1.5 One (1) police style reversible raincoat;
 - 1.1.6 One (1) winter fur hat;
 - 1.1.7 One (1) duty belt and one inner belt;
 - 1.1.8 One (1) short winter nylon patrol jacket;
 - 1.1.9 One (1) reversible reflective short style jacket;* ++
 - 1.1.10 One (1) hat badge;
 - 1.1.11 One (1) identification badge and wallet;
 - 1.1.12 One (1) identification card;
 - 1.1.13 One (1) crew neck or V-neck thermal sweater;
 - 1.1.14 One (1) pair of overshoes and toe rubbers;
 - 1.1.15 Three (3) T-shirts;
 - 1.1.16 Kevlar gloves ;
 - 1.1.17 Soft body amour with one (1) external cover and one (1) internal cover;

- 1.1.18 Cruisemate;
- 1.1.19 Two (2) dickies;
- 1.1.20 One (1) set of four (4) belt keepers;
- 1.1.21 One (1) pair of handcuffs and case;
- 1.1.22 One (1) glove pouch;
- 1.1.23 One (1) 3D Maglite and belt holder;
- 1.1.24 One (1) key ring holder;
- 1.1.25 One (1) expendable baton and case;
- 1.1.26 One (1) red traffic wand for Maglite flashlight;
- 1.1.27 One (1) bio hazard kit per vehicle (microshield, gloves, hand wipe, and nylon case);
- 1.1.28 One (1) duty suspenders – upon presentation of a medical certificate signed by a licensed physician;
- 1.1.29 Two (2) sets of rank insignia with the Canadian flag, badge number on epaulettes for Working Supervisors and Relief Working Supervisors*;
- 1.1.30 One (1) belt or neck chain badge clip on (will be provided to plain clothes officers only);
- 1.1.31 One (1) nylon notebook cover;
- 1.1.32 One (1) whistle and chain.

If there is a uniform style or change, it shall be a requirement that all staff shall be supplied with the appropriate items in sufficient quantities and in a timely manner.

* To be replaced as per the existing language of (9)2.

++ New employees who did not receive a spring/fall jacket in 2002 will receive the new reflective jacket.

(9)1.2 **Footwear**

The City shall supply a hundred dollars (\$100) voucher once a year to active employees. These vouchers will be issued in the fall of each year for the purchase of footwear acceptable to workplace standards.

(9)1.3 **Dry Cleaning of Uniforms**

The City shall supply a thirty dollars (\$30) a month of dry-cleaning vouchers through a selected supplier.

SECTION (9)2 – SUBSTITUTING AND REPLACING CLOTHING ITEMS

(9)2.1 Uniforms items will be replaced on an as-required basis. Employees will have to demonstrate the need for replacement and bring in uniform items to be replaced.

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 – ALTERATIONS TO UNIFORMS

(9)4.1 If, unless for just cause, an employee fails to have uniform alterations performed within the manufacturer's warranty period, then those alterations will be performed at the employee's expense.

SECTION (9)5 – MEASURING FOR NEW UNIFORMS

(9)5.1 Employees will make themselves available for uniform measuring at the time and periods specified by the City. Employees who fail to report without just cause will not receive uniform items until their next scheduled issue.

SECTION (9)6 – REIMBURSEMENT OF CITY CLOTHING COSTS

- (9)6.1 Upon leaving the service for any cause an employee with:
- 6.1.1 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;
 - 6.1.2 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;
 - 6.1.3 more than five (5) years of service in the Department shall retain any uniform item issued within one (1) month prior to resignation date and reimburse the City for fifty percent (50%) of the cost;
 - 6.1.4 the employee may return any unused current issue uniform item to the City in lieu of reimbursement.

SECTION (9)7 – RETENTION OF UNIFORMS UPON LEAVING THE CITY

- (9)7.1 In the event that an employee leaves the service and retains uniforms under the provisions in subsection (9)6, he or she must return shoulder flashes, hat badges, ID badges and any other items identifying the Department or the City.

SECTION (9)8 – IDENTIFICATION ON MUNICIPAL LAW ENFORCEMENT OFFICER'S UNIFORM

- (9)8.1 On uniforms, Transit Law Enforcement Officers shall be identified as Transit Law Enforcement.

CLAUSE 10 – TEMPORARY FULL-TIME SECURITY EMPLOYEES

SECTION (10)1 – CONDITIONS FOR TEMPORARY APPOINTMENTS

- (10)1.1 Temporary full-time employees may be hired for a period of up thirty (30) months to fill vacancies resulting from permanent employees being absent due to authorized leave of absence, short term/long term illness, maternity and child care leave or up to twelve (12) months to fill vacancies resulting from a temporary overload of regular work or a special temporary program. These temporary appointments shall not continue longer than such specified periods unless approved by the City during the normal budgetary process.

SECTION (10)2 – PROBABLE TERMS OF APPOINTMENT

- (10)2.1 The provisions of the collective agreement apply to temporary employees as follows:

2.1.1 Temporary Employees Hired for a Probable Term of six (6) Months or More

2.1.1.1 Vacation in accordance with Clause 6

2.1.1.2 They will be eligible for the following benefits in accordance with Clause 8.

- Supplementary Health Insurance Plan
- Sick Leave Plan
- Group Life Insurance Plan
- Dental Insurance Plan

2.1.1.3 They will participate in the Long Term Disability Insurance Plan if they are still in employment after one (1) year.

2.1.1.4 They will be eligible to participate in the Pension Plan if they are still in employment after one (1) year. They will also have the option at that time of purchasing pension coverage for the first year of service, with the City contributing its appropriate share of the cost.

2.2.1 Temporary Employees Hired for a Probable Term of Less Than 6 Months

- 2.2.1.1 They will receive four percent (4%) payment in lieu of vacation in each pay period.
- 2.2.1.2 They will be eligible for Employee Benefit Plans under Clause 8.
- 2.2.1.3 If they are informed that their probable term of employment will extend beyond six (6) months or if it does extend beyond six (6) months, then they will be covered under the provisions of Sub-section 2.1.1.1 above and their previous temporary service will count toward any waiting periods or level of benefit qualifications under the various plans including vacation entitlement.

SECTION (10)3 – TEMPORARY EMPLOYEES WHO BECOME PERMANENT

- (10)3.1 Temporary employees who will or have become permanent will have the option of purchasing pension coverage for their period of temporary service, with the City contributing its appropriate share of the cost. Their previous temporary service will count toward any waiting periods or level of benefits qualifications under the various plans including vacation entitlement.

SECTION (10)4 – TEMPORARY EMPLOYEES SENIORITY

- (10)4.1 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, if an employee becomes permanent, then his or her seniority under Clause (3)2.1, shall be determined by the date of employment as a permanent employee.

SECTION (10)5 – COMPLETION OF TERM OF EMPLOYMENT

- (10)5.1 Clause (3)3 and (3)4, shall not apply to temporary employees. However, they will be entitled to two (2) weeks notice in writing with a copy to the Union when their term of employment comes to an end. In addition,

unless they and the Union have been notified that they were not a satisfactory employee, they will be entitled to recall on the basis of the last person terminated from their temporary employment being the first to be recalled for a period of six (6) months for any vacancy occurring in the bargaining unit for which they are qualified and on which no permanent employee has exercised his or her seniority rights under the recall or other vacancy provisions. The Union shall be notified in the event of such a recall. Upon his or her return to work, any seniority accumulated prior to their termination shall be reinstated. For the purposes of eligibility for the various benefit plans, a break in service of two (2) months or less shall count as continuous service.

SECTION (10)6 – NOTIFICATION OF UNION

- (10)6.1 The Union will be notified prior to the hiring of temporary employees as to the need for their hiring and whether their probable term of employment will be more or less than six (6) month.

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– ACCESS TO FILES

SECTION (12)1 – ACCESS TO PERSONNEL FILES

- (12)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 Shop Steward shall also have the right of access to an employee's personnel file.

CLAUSE 13 – DURATION

SECTION (13)1 – TERMS OF COLLECTIVE AGREEMENT

- (13)1.1 The Parties agree that the Term of this Collective Agreement will be from April 1, 2002 until March 31, 2005.

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

SIGNED, SEALED AND DELIVERED THIS _____ **DAY OF** _____ 2004.

Signed at Ottawa, Ontario this _____ day of _____ 2004

THE CITY OF OTTAWA

Mayor

City Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

APPENDIX A

SALARY SCHEDULES

Job Classification	Minimum	Mid Point	Maximum Job Rate
<u>Property Protection Officer I</u>			
April 1, 2002 - 3% Increase (rounded to 2 decimals)			
Annual (26 pays)			\$37,481.60
Bi-weekly (80 hours)			\$1,441.60
Hourly			\$18.02
April 1, 2003 - 3% Increase			
Annual (26 pays)			\$38,594.40
Bi-weekly (80 hours)			\$1,484.40
Hourly			\$18.555
April 1, 2004 - 3% Increase			
Annual (26 pays)			\$39,752.96
Bi-weekly (80 hours)			\$1,528.96
Hourly			\$19.112
<u>Transit Law Enforcement Officer</u>			
April 1, 2002 - 3% Increase (rounded to 2 decimals)			
Annual (26 pays)	\$38,147.20	\$40,892.80	\$43,680.00
Bi-weekly (80 hours)	\$1,467.20	\$1,572.80	\$1,680.00
Hourly	\$18.34	\$19.66	\$21.00
April 1, 2003 - 3% Increase			
Annual (26 pays)	\$39,299.52	\$42,126.24	\$44,994.56
Bi-weekly (80 hours)	\$1,511.52	\$1,620.24	\$1,730.56
Hourly	\$18.894	\$20.253	\$21.632
April 1, 2004 - 3% Increase			
Annual (26 pays)	\$40,478.88	\$43,390.88	\$46,344.48
Bi-weekly (80 hours)	\$1,556.88	\$1,668.88	\$1,782.48
Hourly	\$19.461	\$20.861	\$22.281

APPENDIX A

SALARY SCHEDULES

Job Classification	Minimum	Mid Point	Maximum Job Rate
<u>Working Supervisor</u>			
April 1, 2002 - 3% Increase (rounded to 2 decimals)			
Annual (26 pays)	\$45,323.20	\$46,862.40	\$48,244.40
Bi-weekly (80 hours)	\$1,743.20	\$1,802.40	\$1,862.40
Hourly	\$21.79	\$22.53	\$23.28
April 1, 2003 - 3% Increase			
Annual (26 pays)	\$46,673.12	\$48,260.16	\$49,870.08
Bi-weekly (80 hours)	\$1,795.12	\$1,856.16	\$1,918.08
Hourly	\$22.439	\$23.202	\$23.976
April 1, 2004 - 3% Increase			
Annual (26 pays)	\$48,072.96	\$49,707.84	\$51,365.60
Bi-weekly (80 hours)	\$1,848.96	\$1,911.84	\$1,975.60
Hourly	\$23.112	\$28.898	\$24.695
<u>Security Controller</u>			
April 1, 2002 - 3% Increase (rounded to 2 decimals)			
Annual (26 pays)			\$41,075
Bi-weekly (80 hours)			\$1,606.00
Hourly			\$20.075
April 1, 2003 - 3% Increase rounded to 3 decimals)			
Annual (26 pays)			\$43,008.16
Bi-weekly (80 hours)			\$1,654.16
Hourly			\$20.677
April 1, 2004 - 3% Increase (rounded to 3 decimals)			
Annual (26 pays)			\$44,297.76
Bi-weekly (80 hours)			\$1,703.76
Hourly			\$21.297

APPENDIX B

SECURITY DEPARTMENT BOOKING RULES

The City agrees that all employees in the bargaining unit within the job classification Property Protection Officer and Municipal Law Enforcement Officer shall select by seniority every three months (3) their work shifts on the roster.

The City and Union shall meet and discuss all proposed changes to the shift roster prior to a booking. Coverage requirements will be identified and a schedule will be developed to meet all requirements. Where feasible, this will include location and hours of work subject to the following procedure.

A special booking shall be in effect for statutory holidays. Statutory holidays shall be booked according to seniority. This booking will be held at least one month prior to the statutory holiday. Statutory holidays may be celebrated on dates coinciding with the Federal Government.

This clause does not replace the Special Booking for Christmas Day and New Year's Day

EMPLOYEES WILL SELECT THEIR WORK AS FOLLOWS:

1. When an employee selects a work shift within one (1) of the blocks, he/she will then rotate weekly within his/her block for the duration of the booking.
2. Duties to be performed on each work shift shall be assigned by Management
3. Location of each work shift shall be assigned by Management based on operational priorities.
4. Each three (3) months the new work shift selection shall begin on a Monday and terminate on a Sunday
5. First booking begins in the first Monday of January. Second booking begins in the first Monday of April. Third booking begins on the first Monday of July. Fourth booking begins in the first Monday of October.

SPARES

Spare shifts are subject to change twenty-four (24) hours in advance. Weekly shifts will be designated as spares.

Spares will cover vacations and may be used to cover open shifts if there are no vacations scheduled.

Spares will be scheduled on a regular basis and may be used to cover any open work. This may include reassigning work according to priority on the same shift or rescheduling the Spare's shift to a shift or higher priority which has become open twenty (24) hours in advance.

All vacation in TLEO will be covered by TLEO, and those not covered by a TLEO spare may be covered by Relief TLEO.

All vacations in the Working Supervisor Section shall be covered by the Relief Working Supervisor.

When an open shift in the Working Supervisor's section becomes available and cannot be covered by a Working Supervisor or a Relief Working Supervisor, then the most senior TLEO on the shift may be assigned the responsibility and will be paid the appropriate premium.

BOOKING REPRESENTATIVES

A booking official appointed by Management shall be in charge of all bookings. The Union will designate one or more of its representatives to attend. If a member of the Property Protection Section is unable to be present at a booking, the employee shall be booked by the Management appointee and the Union representative having due regard for the individual's qualifications and seniority

SPECIAL BOOKING FOR CHRISTMAS AND NEW YEAR'S DAY

The Booking Rules outlined below apply to Property Protection Officers, Municipal Law Enforcement Officers and Working Supervisors.

1. A special Christmas Day and New Year's Day booking will be held on or about the first week of November.
2. Employees wishing to work both days shall book according to seniority within their respective sections.
3. According to seniority, employees shall book either Christmas Day or New Year's Day within their respective sections.
4. If there is an opportunity to book off both Christmas Day and New Year's Day, these shall be booked by employees in accordance with seniority within their respective section.

APPENDIX C

REQUIRED AND DISCRETIONARY OVERTIME

The following Overtime and Lieu Day Rules apply to both Required and Discretionary Overtime:

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.
 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 (1.5) or if the employee wishes the overtime hours will be placed in a lieu day bank at time and one half (1.5).
 3. 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.
 4. 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.
 5. Any banked lieu days arising from the above overtime provisions, Sunday premium time, meetings, 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,
 - b) taken as lieu time prior to December 1,
 - c) carried over indefinitely as dollars earned, or
 - d) placed in a Retirement Leave Bank.
- NOTE:** If the employee does not elect in writing one of b), c), or d) above, the bank will be paid out in accordance with a) above.
6. Lieu days carried over 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

LETTER OF UNDERSTANDING #1

**BETWEEN
CITY OF OTTAWA**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

RE: SPECIAL CONSTABLE STATUS

The parties agree to fully investigate the benefits of Special Constable Status for the Transit Law Enforcement Officers.

The parties agree a continued joint effort will be completed by the end of March 2000.

The parties agree a joint committee of Union and City will meet as early as December 1999 to discuss the needs required and to better understand the process.

It is also a commitment of the City to continue the training and education programs to enable these officers to be better prepared for them to perform their jobs.

Both parties agree that any input for information in relation to Special Constable Status will be shared in the development of this study.

In signing this document, the City and the Union agree on the above clauses.

Dated in Ottawa, Ontario this 3rd day of December 2004.

*"original signed by Barry Spratt,
Beverly Smale, Cameron Johnstone,
Denis Lamarre"*

For the Union

"original signed by Laurie Blackstone"

For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN
CITY OF OTTAWA**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

RE: POSTING OF SECURITY CONTROL POSITION

Both parties agree that the position of Security Controller will become a posted job. Job descriptions will be developed jointly with the bargaining unit. Staff selected to fill the full time permanent positions will have two dollars (\$2.00) an hour more incorporated into the salary of a Property Protective Officer. Property Protective Officers performing "Relief Work" in the control center will be paid a two dollars (\$2.00) an hour premium for hours worked.

A separate section will be established and a schedule will be developed jointly to meet all Control Centre requirements. The procedure for the booking of overtime work will also be discussed with the Union. Security Controllers will be offered Property Protective Officer work after the Property Protective Officer section and before the MLEO section. An efficient method of booking annual vacation will jointly be discussed.

Dated in Ottawa, Ontario this 3rd day of December 2004.

*"original signed by Barry Spratt,
Beverly Smale, Cameron Johnstone,
Denis Lamarre"*

For the Union

"original signed by Laurie Blackstone"

For the Employer

LETTER OF UNDERSTANDING #3

**BETWEEN
CITY OF OTTAWA**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

RE: TUITION, SABBATICAL LEAVE AND EXAMINATION

The City's policy on Sabbatical Leave shall apply to member 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.

Dated in Ottawa, Ontario this 3rd day of December 2004.

*"original signed by Barry Spratt,
Beverly Smale, Cameron Johnstone,
Denis Lamarre"*

"original signed by Laurie Blackstone"

For the Union

For the Employer

LETTER OF UNDERSTANDING #4

**BETWEEN
CITY OF OTTAWA**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

**RE: OC TRANSPON PENSION PLAN (O.C.T.P.) CONVERSION TO THE ONTARIO
MUNICIPAL EMPLOYEES SYSTEM (O.M.E.R.S.)**

The parties agree that upon ratification of this agreement, the following amendment shall be made to the OC Transpo Pension Plan:

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 plan 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 – sixty six and two thirds percent (66 2/3%) to one hundred percent (100%) of the deceased member's pension instead of the present fifty percent (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 plan on 50/50 basis.
6. The remaining “employee” share of any surplus shall be distributed to the active members of the OCTP plan 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 plan 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 3rd day of December 2004.

*“original signed by Barry Spratt,
Beverly Smale, Cameron Johnstone,
Denis Lamarre”*

For the Union

“original signed by Laurie Blackstone”

For the Employer

LETTER OF UNDERSTANDING #5

**BETWEEN
CITY OF OTTAWA**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

RE: ATTENDANCE INCENTIVE

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, inexcused 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
(The rounding off will not be applicable to 0 days absences)	
0.1 day's absence	1 day

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

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

Dated in Ottawa, Ontario this 3rd day of December 2004.

*"original signed by Barry Spratt,
Beverly Smale, Cameron Johnstone,
Denis Lamarre"*

"original signed by Laurie Blackstone"

For the Union

For the Employer

LETTER OF UNDERSTANDING #6

**BETWEEN
CITY OF OTTAWA**

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

RE: OC SPRAY

The City agrees to raise the issue of OC spray with the Ottawa Police Services during discussions regarding the Special Constable Status. Updates will be provided at the Labour Management Committee.

Dated in Ottawa, Ontario this 3rd day of December 2004.

*"original signed by Barry Spratt,
Beverly Smale, Cameron Johnstone,
Denis Lamarre"*

For the Union

"original signed by Laurie Blackstone"

For the Employer

INFORMATION ITEM

For your information, the current definition in the Pension Plan which describes eligibility for an "unreduced" pension is as follows. Employees are eligible when:

1. they are at least fifty-five (55) years of age and the sum of their attained age and years of service equal ninety (90) or more;
2. when they are at least sixty (60) years of age and have a minimum of twenty-five (25) years of service.

NOTE: This item does not form part of the Collective Agreement.

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