

# COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF



AND

**CUPE·SCFP** LOCAL / LOCALE  
5500

**SPECIAL CONSTABLES UNIT**

*Ratified by the Employer: February 27, 2019*

*Ratified by the Union: February 15, 2019*

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

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

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**BETWEEN**

**CITY OF OTTAWA**

Hereinafter called "the City".

**OF THE FIRST PART**

**AND**

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

Transit Safety and Enforcement 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.

(1)1.5 The decision to fill open work, temporary vacancies (except as provided under Section (3)2.9 - Temporary Appointments) and vacant positions as well as to offer overtime is a management right. The relevant provisions of the collective agreement will apply once management has decided to proceed with work coverage.

CLAUSE 2 - CONDITIONS

**SECTION (2)1 – BARGAINING UNIT**

(2)1.1 The City agrees to bargain exclusively with the Union in respect to employees of the City forming part of the Bargaining Unit so long as the Union remains the certified bargaining representative. The employees included in the Bargaining Unit are Law Enforcement personnel of the Employer in its Transit Safety and Enforcement Branch, 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 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 Manager, Litigation and Labour Relations or designate for approval before posting or distribution.

(2)1.6 Performance of Transit Law Communication Officer Duties by Transit Safety and Enforcement Management

The parties agree that there are occasions when Management will have to take charge and direct the actions of a Transit Law Communication Officer. These instances will fall into one of the below categories:

- Emergency Crisis Situations;
- An employee is not taking direction from the Transit Law Communication Officer and a higher level of authority is required;

Although Management may have to speak directly to an employee via the control room, they will not displace a Transit Law Communication Officer from his or her duties at any time.

Persons not covered by terms of the Collective Agreement will not normally perform work assigned to those employees who are covered by the Agreement except as listed above or for the purposes of instruction.

(2)1.7 Performance of Special Constable Duties by Transit Safety and Enforcement Management

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

- Emergency Crisis Situations;
- Management is witness to an event requiring immediate action because of their Peace Officer status;
- A Special Constable requests or requires assistance and/or is not immediately available;

Persons not covered by terms of the Collective Agreement will not perform work assigned to those employees who are covered by

the Agreement except as listed above or for the purposes of instruction. Should Management perform the duties of a Special Constable pursuant to the above listed categories, it will not be to displace or replace a bargaining unit member.

Management acknowledges that the patrol, call response and general investigation function comprises the scope of work performed by members of the bargaining unit and that management will not perform these duties.

If Management is performing the duties of a Special Constable as outlined above, they will cease their actions once a Special Constable is on scene and assist the Special Constable until fully-briefed on the events that have occurred.

- (2)1.8 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)1.9 The City will furnish the Recording-Secretary of the Union with a list of the supervisory personnel and a complete Organization Chart in January and July each year and will indicate by job titles the authorities of each person so listed.
- (2)1.10 The City shall provide CUPE Local 5500 with copies of current job descriptions. The Union will also be provided with amended job descriptions as changes are made. The development of job descriptions or amendments to such as well as the rating of job descriptions (new or amended) will be done in accordance with the Joint Job Evaluation Manual of Maintenance as amended from time to time.
- (2)1.11 If a new job is created and falls within the scope of this agreement, the Employer will establish a rate of pay in conjunction with the Union. If the parties are unable to agree on the rate of pay, the dispute shall be submitted to binding mediation/arbitration for resolution. The new rate will become retroactive to the time the new position was created. This clause does not apply to reclassification of existing jobs.
- (2)1.12 Public Reports

The Employer agrees that any public reports or recommendations to be made to any committee dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the union office, at the same time as they are sent to members of the Committee so as to afford the Union reasonable opportunity to consider them, and if necessary, to make its views known to the Committee and City Council. The Employer also agrees to provide the Union with all reports and recommendations to be dealt with by City Council at the same time as they are sent to the members of Council. Should the Union not make its views known prior to the Committee or Council dealing with the report or recommendation, this shall not be construed as concurrence by the Union with the report or recommendation.

(2)1.13 Minimum Staffing Levels

Management will maintain a minimum staffing complement of four (4) sworn Special Constables, including the Team Leader at all times. Management has the discretion to increase the minimum staffing complement as needed.

**SECTION (2)2 – CO-OPERATION**

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

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

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

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

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

- (2)4.1 In view of the previous harmonious relations between the parties, it is agreed that during the life of this agreement, or while negotiations for renewal are in progress, there shall be no strikes, slowdowns, 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 – CUPE, LOCAL 5500 WIDE SENIORITY – GENERAL PRINCIPLES**

The parties agree that CUPE, Local 5500 wide seniority will apply as follows:

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

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

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

### Seniority

- \* (3)2.1 Seniority shall be determined by the date of appointment to a permanent position covered by a CUPE Local 5500 bargaining unit. The City shall provide a seniority list to the Union on or about January 31 and June 30 of each year.
- A separate seniority list shall be maintained for temporary employees which will govern seniority among themselves but which will place them behind all permanent employees in order of seniority. However, when an employee becomes permanent, without a break in service of more than 19 days, then his or her seniority shall be determined by the date of hire as a temporary employee within the scope of CUPE, Local 5500.
- (3)2.2 When an employee from outside the CUPE, Local 5500 bargaining units has passed the preliminary examination, he or she shall be considered on probation for a period of twelve (12) months. The employee will be given a minimum of 2 performance reviews during the 12 month period. At the end of the twelve (12) month period, the employee's performance shall be reviewed and, if found satisfactory, seniority shall be established as of the date of appointment in the permanent position covered by the CUPE, Local 5500 bargaining units.
- (3)2.2.2 Where two or more employees have the same amount of CUPE Local 5500 seniority and where circumstances require a tie breaker, then the following tie breakers shall be used in the order indicated:
- 1<sup>st</sup>: Length of service with the City of Ottawa or one or more of its predecessor employers, then
- 2<sup>nd</sup>: A coin toss by the President of the Local in the presence of the affected members.
- (3)2.3 An employee who obtains a position and/or transfers between any of the three (3) bargaining units represented by CUPE, Local 5500 shall transfer with full seniority, and shall be subject to a trial period as per Clause (3)2.8.

### Changes in Employment

- (3)2.4 2.4.1 In case of reduction of staff, seniority shall prevail.
- 2.4.2 In the event a position being eliminated in the Bargaining Unit, all employees shall be rebooked, if required, in accordance with bargaining unit wide seniority and the booking rules.

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

- \*2.5.1 Such employee will be treated as a non-bargaining unit employee and will have to compete for a vacant position. Previous seniority will not be recognized and seniority will start to accumulate anew upon the date of return to a job in the Bargaining Unit.
- \*2.5.2 if he or she requests or a return is otherwise arranged within six (6) months or less, he or she will return with the accumulated seniority he or she would have had had he or she not accepted a permanent position, providing the employee continues to pay the equivalent of union dues to the Union. It is the employee's responsibility to make arrangements directly with the Union to pay dues.

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

### (3)2.7 Promotions

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

(3)2.8 Trial Period

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

Within this period, the employee may voluntarily return, or be returned by the Employer, to the position formally occupied without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned, based on the applicable provisions of their collective agreement, to his/her former position and salary.

\*(3)2.9 Temporary Appointments

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

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

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

\*(3)2.10 Conditions Pertaining to the Special Constable Program

This provision should be read in conjunction with Clause 18 – Transit Law Enforcement Officer, Property Protection Officer and Working Supervisor Provisions.

The encumbered Transit Law Enforcement Officer (TLEO) positions will be deemed transformed into Special Constable positions for the duration of the program. It is further understood that the TLEO positions will remain within CUPE 5500 scope and will be re-enacted at the end of the Special Constable program.

An employee whose designation as Special Constable is revoked, except where the program is terminated, and whose employment is not terminated as a result of that revocation will not be allowed to continue to work as a Special Constable and will not have the right to return to the job of Transit Law Enforcement Officer or Working Supervisor, Transit Safety and Enforcement but may otherwise exercise their rights under the Collective Agreement.

(3)2.11 The City will provide a Retirees list every January.

### **SECTION (3)3 – LAY-OFF AND RECALL**

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

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

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

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

(3)3.5 In the event of a lay-off, employees shall be laid off in the reverse order to their seniority provided the remaining employees have the required knowledge, ability and qualifications to do the work.

(3)3.6 In the event of a lay-off, employees affected shall, where positions are available, be given the opportunity to revert to a vacant position, provided the employees affected have the required knowledge, ability and qualifications to do the work. In the event no such vacant positions are available, the employee affected shall be given an opportunity to bump employees whose positions are in another classification, either within the same bargaining unit or other CUPE, Local 5500 bargaining unit, provided the employee affected has the

required knowledge, ability and qualifications to do the work of the position as determined by the Employer.

- (3)3.7 Employees who have been displaced as a result of employees exercising their seniority rights as set out in clause (3)3.6 above may exercise their seniority rights in the same manner within five (5) days after being notified by the City that they have been displaced.
- (3)3.8 If a position covered by CUPE, Local 5500 collective agreements becomes open, employees on lay-off shall be recalled in order of their CUPE, Local 5500 seniority, to their own position, or to another position provided the employee affected has the required knowledge, ability, and qualifications to do the work of the position, as determined by the Employer. The Employer's obligation to recall shall expire two (2) years from the date of the original lay-off.
- (3)3.9 When an employee is recalled to his position or to another position for which the employee has the required knowledge, ability and qualifications to do the work of the position, as determined by the Employer, and the employee refuses the position, the Employer's obligation towards this employee will be deemed to have expired.
- (3)3.10 It is the responsibility of every employee to notify the Employer promptly of any change of address, telephone number and E-mail. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall.
- (3)3.11 Employees on lay-off shall be recalled in the order of their seniority on a CUPE, Local 5500 wide basis to a position of equal to or less than that classification they occupied at the time of lay-off provided they meet the criteria outlined in article (3)1. If an employee's former position/job becomes available and if the employee has been recalled to a lower classification, such employee will be given first priority for reinstatement to that position/job.
- (3)3.12 An employee who fails to report to work after having been notified of a recall to work following a layoff shall be deemed terminated, unless the employee has a reason acceptable to the Employer.

### **SECTION (3)4 – SEVERANCE PAY**

- (3)4.1 Should the employee not exercise his/her rights under 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 (PREGNANCY) LEAVE;  
SPECIAL LEAVE; PARENTAL LEAVE AND ELECTED OFFICE LEAVE**

(3)6.1 Leave of Absence

6.1.1 The City may grant an employee, upon written application, one leave of absence without pay in any calendar year. In exercising its discretion, if management refuses the leave of absence, the employee will be given the reasons for the refusal in writing. Such leave of absence shall not exceed twenty (20) working days without loss of seniority except for employees who may at the time be members of a committee, or officers of the Union or delegates to a convention of the Union. Employees with more than ten (10) years of service with the City may be granted up to forty (40) working days leave of absence without pay and without loss of seniority. If such leave of absence is granted by the City, it shall be confirmed in writing. During the first twenty (20) working days of leave of absence the employee shall be regarded as on temporary absence and various group benefits shall be continued during that period with the employee paying the required employee portion of premiums or contributions. After twenty (20) working days, all benefits participation is suspended. However, the employee may continue Life Insurance coverage by

reimbursing the City the cost of these premiums. The period of absence shall not count for service for vacation, sick leave or any other entitlement. Failure of the employee to return to work by the date agreed upon when the leave of absence was granted shall be sufficient cause for termination of employment.

6.1.2 It is understood that leave of absence granted in accordance with (3)6.1.1 will not be considered lost time towards the attendance management program.

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

(3)6.2 Application for Leave

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

(3)6.3 Maternity (Pregnancy) Leave

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

6.3.2 Maternity (Pregnancy) Leave will be granted in accordance with the Maternity Leave provisions of the Canada Labour Code, except where amended by this provision.

6.3.3 The employee shall give written notification to the City at least four (4) weeks in advance of the commencement of such leave. Such notification shall include the expected date of return. At such time, she shall provide the City with a certificate of a legally qualified medical practitioner stating the expected birth date of the child.

6.3.4 An employee wishing to alter the commencement date of Maternity (Pregnancy) Leave must confirm such request, in writing, at least four (4) weeks prior to the earlier start date,

or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.

- \*6.3.5 During the Employment Insurance waiting period and the fifteen (15) weeks that the employee is eligible for Employment Insurance Maternity (Pregnancy) Leave benefits, an employee who is on Maternity (Pregnancy) Leave, who has completed six (6) months continuous service on the date on which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act, shall receive payments from the Supplementary Employment Benefit Fund to bring her combined E.I. and Supplementary Unemployment Benefit Plan (S.U.B.P.) payments to ninety-three percent (93%) of her normal pay. The "top-up" benefit will be the difference between ninety-three percent (93%) of the employee's normal weekly salary (based on eighty (80) hours biweekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence upon receipt by the City of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Maternity (Pregnancy) Benefits.

(3)6.4 Parental Leave

- 6.4.1 Employees who have been employed with the City for at least thirteen (13) continuous weeks and who are the parent of a child following the birth of the child, the adoption of the child, or the coming of the child into the employee's custody, care and control for the first time, will be granted parental leave in accordance with the provisions of the Canada Labour Code, except where amended by this provision.
- 6.4.2 The employee shall give written notification to the City at least four (4) weeks in advance of the commencement of such leave. Such notification should include the expected date of return.
- 6.4.3 If the child comes into the employee's custody, care and control for the first time earlier than expected, the parental leave will commence on the day he/she ceases work. The

employee shall then provide written notice to the City within two weeks after commencing such leave.

6.4.4 An employee wishing to alter the commencement date of the leave must confirm in writing, at least four (4) weeks prior to the earlier start date, or if a later commencement date is required at least four (4) weeks prior to the original planned leave date.

6.4.5 The Parental Leave may only be taken during the fifty-two week period beginning:

- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
- (b) in the case of an adoption, on the day the child comes into the actual care of the employee.

\*6.4.6 An employee who is on Parental Leave, who has completed six (6) months continuous service on the date on which the leave began and who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the Employment Insurance Act, shall be paid a Supplementary Employment Benefit Fund for a maximum period of ten (10) weeks to bring his/her combined E.I. and Supplementary Unemployment Benefit Plan (S.U.B.P.) payments to ninety-three percent (93%) of his/her normal pay. The "top-up" benefit will be the difference between ninety-three percent (93%) of the employee's normal weekly salary (based on eighty (80) hours biweekly) and the sum of the Employment Insurance Benefits and all other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the City of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance Parental Benefits.

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

While on Maternity (Pregnancy) Leave and/or Parental Leave as provided under this Section, an employee will earn vacation leave credits and be entitled to continued coverage under all benefit plans.

If the employee does not wish to continue contributions to the Pension Plan, the employee may opt out of the Plan. An employee choosing to opt out of the Pension Plan must do so in writing.

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

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

(3)6.7 Special Leave

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

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

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

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

- (a) completed six (6) months of employment;
- (b) notified his or her Manager or designate as soon as possible in advance of the date and time off required.

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

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

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

6.7.6 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)6.8 Elected Office Leave

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

**SECTION (3)7 – UNION ACTIVITIES**

(3)7.1 Union representatives may receive but not solicit employees' complaints during the working hours of the employees or union representative. With the permission of the Supervisor concerned, the Union representative may discuss such complaints or grievances of employees on the premises during City hours but only to such extent as does not neglect, retard or interfere with the work and duties of such Union officials or representatives, or with the work or duties of employees.

(3)7.2 Any employee elected as a national representative shall upon written application to the Human Resources Department, be granted leave of

absence without loss of seniority for the duration of the period he or she is so acting. Upon completion of the national representative requirements, the employee shall be reinstated in his or her former employment and seniority provided the employee is qualified, after having received the normal training required to re-enter such a position.

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

\*(3)7.4 Negotiations Committee

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

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

(3)7.5 Leave for Union Business – Conventions

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

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

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

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

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

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

### **SECTION (3)9 – 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, 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.

A vacancy shall exist only when the Employer determines that the work is to be done.

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 Employer shall not discipline or terminate an employee without just cause.

(3)10.2 The Employer shall not censure any employee in public, or at any workplace or facility for alleged non-compliance of policies or procedures. Before disciplining an employee, the Employer shall carry on a full and fair investigation. Repeated violations of the rules shall be just cause for dismissal. Immediate suspension with pay pending investigation may take place if the Employer believes there is

a serious danger for the Employer, employees, property or to the general public. Employees whose work performance or behaviour is of such a standard as to warrant discipline shall be provided a notice of interview in writing. The notice shall contain specific reasons pertaining to the meeting. This notice shall also advise the employee of their right to be accompanied by a Union representative at the meeting.

(3)10.3 The Union will be provided with a copy of notices of interview and all disciplinary letters issued to employees.

\*(3)10.4 Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed as follows, provided that no further similar disciplinary action has been recorded.

- Written warnings remain on file for 12 months
- One-day Suspensions remain on file for 18 months
- Suspensions greater than one day remain on file for 24 months

### **SECTION (3)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, brother, sister or person standing in loco parentis, a maximum of five (5) working days including the day of the funeral;
  - 12.1.2 Upon the death of mother-in-law, father-in-law, a maximum of three (3) working days;
  - 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;
  - 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.
  - 12.1.5 The employee shall inform the employer of his/her need for bereavement leave as soon as practicable.

### **SECTION (3)13 – JURY, COURT 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 branch and make himself or

herself available for any work falling within his or her normal working hours. The onus shall be upon the employee to ascertain from the appropriate authority if his or her continued attendance is required in the event of any adjournment.

- (3)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 eight (8) hours prior to the specified time he or she is scheduled to appear at the Sheriff's or Court Office.
- (3)13.4 When an employee has been selected to serve on a jury, 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 When an employee has been subpoenaed as a witness as a result of the responsible discharge of their official duties, as confirmed in writing by an appropriate authority, he or she will be compensated as follows:
- i) If the court date is set for a date where the employee had no previously scheduled hours, the employee will be paid at one and one half times their regular hourly rate for the hours the employee is required to attend court unless; or
  - ii) If the court date is set for the day following an evening or a night shift where the employee is covered by section (3)13.3 above, the employee will be compensated at their normal hourly rate or, if applicable, in accordance with the existing overtime provisions for all hours the employee is required to attend court; or
  - iii) If the court date is set for a day where the employee is scheduled to work a shift which starts before and ends after the hours in which the employee is required to report to court, then the employee will be required to work all scheduled hours before and after court of the originally booked shift, and will be compensated at their normal hourly rate for these hours; or

- iv) If the court date is set for the same day where the employee is scheduled to work an evening or night shift, the employee may elect:
  - a) To work their normal shift less the number of hours he or she is required to attend court so long as they do not exceed 16 (sixteen) hours. The employee can choose to either start or end the shift at the originally scheduled time. Regardless of start or finish time, all evening or night shift hours shall be worked consecutively. These hours will be paid at the normal hourly rate; or
  - \*b) To work their normal shift in its entirety as well as the hours required to attend court so long as the total hours of the regular shift and the court time will not exceed 16 (sixteen) hours. All hours required to attend court will be paid at one and one half the normal hourly rate.
  - \*c) Once court duty concludes, and upon approval by Management, to continue working the same amount of regular shift hours scheduled for that day.

(3)13.6 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)13.7 When as a result of a job related incident, an employee is subpoenaed to appear as a Crown witness while on vacation, the employee will be reimbursed a full vacation day for each day of a scheduled court appearance.

(3)13.8 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.

(3)13.9 Court Duty

All employees appearing in court on behalf of the Employer for the purposes of prosecuting Transit by-law offences will receive a premium of \$0.25 per worked hour.

### **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 – LEGAL PROTECTION**

(3)15.1 The Employer shall provide legal protection and indemnity for members of the bargaining unit as follows:

- (a) The Employer shall provide to all employees a corporate-sponsored indemnity and defence for civil damages and awards of costs in any situation for events rising out of the scope of the employee's authority or within the course of the employee's employment.
- (b) Where an employee faces criminal or quasi-criminal liability for events arising out of the proper exercise of the employee's duties or within the scope of the employee's employment, the employee shall be indemnified for the necessary and reasonable legal cost incurred in the defence of such charges provided that the employee is finally acquitted of the criminal or quasi-criminal offense. It is recognized that this indemnification includes both the trial and subsequent appeal(s).
- (c) Where a civil claim is brought against both the Employer and an employee, the Employer will arrange for one Solicitor to represent all defendants unless a conflict of interest is apparent

to the City Solicitor in which case, separate legal representation will be provided at the Employer's expense.

- (d) The provision of the legal indemnity and defence as provided in (a), (b) and (c) above is conditional upon the employee doing no act which might prejudice the proper defence of a claim against the employee.

### **SECTION (3)16 – MEAL ALLOWANCE**

- \* (3)16.1 Employees whose work shift is extended by three (3) or more hours over their work shift shall receive a meal allowance to the value of ten dollars (\$10.00).

### **SECTION (3)17 – LICENSING**

- (3)17.1 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)17.2 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:
  - 17.2.1 while operating a City vehicle and engaged in work activity, such an employee shall have his or her employment with the City terminated immediately;
  - 17.2.2 while operating a vehicle not associated with assigned work activity and if the suspension of the licence is for eighteen (18) months or less, such employee shall be placed on suspension without pay for a maximum period of eighteen (18) months or until the licence is restored to the employee, whichever occurs sooner.
- (3)17.3 If an employee does not report for work immediately after the licence has been restored, or, if at the end of the eighteen (18) months period the licence has not been restored, the employee's employment with the City shall be terminated immediately.
- (3)17.4 If under the provision of (3)17.2 an initial suspension of an employee's driver's licence is greater than eighteen (18) months or if

a second suspension should occur for any duration whatsoever, the employee shall be subject to immediate dismissal.

- (3)17.5 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)17.6 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)17.2.2 of this Agreement consistent with the change in the law.

### **SECTION (3)18 – MEDICAL FITNESS**

- (3)18.1 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)18.2 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)18.3 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)18.4 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)18.5 Following such meeting, where the City specifies on reasonable grounds that it continues to be of the opinion that an employee may be medically unfit for work, it may require the employee to provide, at the Employer's expense provided the Health Care plan does not cover such costs, a further certificate of a licensed physician attesting to his or her fitness for his or her work, and certifying that the physician has fully informed himself or herself of the nature of such

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

- (3)18.6 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)18.3 and (3)18.5, it may require the physicians of the employee and the City to jointly select a third physician, who shall examine the employee and provide a further certificate attesting to the fitness or unfitness of the employee for work. The certificate shall be conclusive of the issue of fitness for work. The cost of the medical exam and certificate will be paid by the Employer provided the Health Care plan does not cover such costs.

#### **SECTION (3)19 – EMPLOYEE ASSISTANCE PROGRAM**

- (3)19.1 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)20 – SICK LEAVE CERTIFICATES**

- \*(3)20.1 Any employee returning from any absence of four (4) or more days due to illness or injury is required to produce at his or her own expense a Certificate of a licensed physician attesting to his or her fitness for work, before resuming work. If the employee is unable to return to work after four (4) days, he or she shall submit a Certificate of a licensed physician at the first practical opportunity indicating a prognosis as to the likely date of return to work, if known. An employee returning to work after an absence of four (4) or more days must inform his or her supervisor at least eight (8) hours prior to his or her return.
- (3)20.2 An employee, who due to illness or personal emergency needs to be off, must notify the Employer as soon as practicable prior to their

absence. Employees who have been off sick must report their intention to return prior to 17:00 on the day prior to their return.

### **SECTION (3)21 – APPLICATION FOR BENEFITS**

- (3)21.1 An employee, who wishes to apply for benefits under any of the Benefit Plans, is required to complete, or have completed, at his or her own cost, all the necessary documentation including Attending Physician's Statement, if applicable.

### **SECTION (3)22 – MILEAGE**

- (3)22.1 Employees required by the Employer to use their own vehicle for City business shall be paid mileage rates as established by the City from time to time.

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

### **SECTION (3)23 – TUITION, SABBATICAL LEAVE AND EXAMINATION**

- (3)23.1 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.

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

### **SECTION (4)1 – HOURS OF WORK**

The provisions of this clause are amended by or to be read in conjunction with the Overtime and Lieu Day Rules as set out in Section (4)6.

(4)1.1 Eighty (80) hours over a two week period shall constitute the normal working hours of an employee during the life of this agreement subject to (4)1.2

(4)1.2 Normal working days or shifts shall be:

1.2.1 For Special Constables and Team Leaders:

- (i) One (1) shift of eight (8) hours per day and six (6) days of twelve (12) hours per day biweekly, OR
- (ii) Four (4) shifts of ten (10) hours per day each week, OR
- (iii) Five (5) shifts of eight (8) hours per day each week.

1.2.2 For Communications Officers:

- (i) Seven (7) shifts of eight (8) hours per weekday and two (2) shifts of twelve (12) hours per weekend day (every second weekend) biweekly, OR
- (ii) One (1) shift of eight (8) hours per day and six (6) shifts of twelve (12) hours per day biweekly.
- (iii) The application of (i) and/or (ii) above is subject to 1.2.3 below.
- (iv) The City will not establish shifts differing from the above without first consulting with the Union.

1.2.3 In the matter of a rotating schedule for all Communications Officers in this agreement, the parties do hereby agree as follows:

The Employer may present an alternative schedule to the one currently in effect and such schedule shall be voted upon by all Communications Officers.

Such alternative schedule shall be prepared in full detail and presented in writing to the employees and to the Union at least four (4) weeks before any booking and voted upon two (2) weeks later.

The vote shall be supervised jointly by the Employer and the Union and shall allow everyone an opportunity to cast a secret ballot vote. There shall be no proxy votes.

Employees who will be absent at the time of the vote may present a signed and sealed envelope containing their vote to their Supervisor. These envelopes will be opened jointly by the Employer and the Union when the counting of votes occurs. Any votes contained in previously opened envelopes will not be counted.

A simple majority is required to change the existing schedule.

In the event that the results of the vote support a change to the existing schedule, the new schedule shall take effect at the booking immediately following the vote.

- (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 booked at the General Booking or Relieving Booking on two (2) subsequent shifts which are less than eight (8) hours apart shall be offered alternate hours of work if operational requirements permit, which provide a minimum of eight (8) hours off between shifts.
- (4)1.7 All employees shall be available for emergency work. Employees shall be offered the work in order of seniority. If no employees accept

the work a sufficient number of employees with the lowest seniority shall be required to perform the work. For the purposes of this provision, an emergency is an event which is unforeseen and which requires immediate action.

## 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", Salary Schedules.

### (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", Salary Schedules.

Where a Special Constable or Team Lead was previously trained and sworn as a Police Officer or Peace Officer, he or she may, during the probationary period, be entitled to the job classification rate as set out in Appendix "A", Salary Schedules, at the discretion of the Chief Special Constable.

### 2.2.2 Acting Pay Rates

The rate of pay for employees required to perform the duties of a higher paid job classification shall be established as follows:

- Special Constables acting as Team Leads will be paid at a rate of pay equal to 95% of the maximum rate of pay applicable to Team Leads as set out in Appendix "A" - Salary Schedules.
- Employees in other job classifications will be paid the rate of pay applicable to the higher job classification as set out in Appendix "A" - Salary Schedules.

(4)2.3

Overtime

- 2.3.1 If any shift is extended, time and one-half (1.5) will be paid on those extended 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 An employee who has worked twenty-four (24) hours of overtime in a pay period shall be permitted but not forced to work overtime for the remainder of that pay period, save and except emergency work.
- 2.3.4 Employees may elect to bank overtime hours as per Section (4)6.
- 2.3.5 All employees shall be available for emergency work whenever called for, emergency work as defined in Section (16)1.1.
- \*2.3.6 Overtime is offered to employees in the appropriate classification in order of seniority. An employee who accepts overtime must provide as much notice as possible if they cannot report for work. It is understood that employees may be denied the right to overtime in the next pay period if they fail to report for work without a valid reason.
- 2.3.7 When the Employer has to force in one (1) or more employees to work overtime, reverse order of seniority is followed to determine which employee(s) will be assigned the work. It is understood that employees cannot be forced to work overtime hours that would put them in violation of any applicable legislation.
- 2.3.8 Overtime shall be governed by the following rules:
  - 2.3.8.1 An employee shall not work, except in the case of an emergency, any combination of booked work and overtime which will exceed sixteen (16) consecutive hours within the twenty-four (24) hour period that begins with the start of the employee's scheduled shift or which will not allow a minimum of eight (8) hours of rest before commencing work again.

- 2.3.8.2 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 the on-duty Team Leader before ten hundred (10:00) hours to ascertain if there is any overtime available for the following week.
- 2.3.8.3 On extended absenteeism, the open shift in the Team Leader Section may be covered in accordance with the collective agreement.
- 2.3.8.4 Overtime must be authorized by Management.
- \*2.3.8.5 No employee can use lieu time from a regular shift for the purpose of being eligible to take overtime.
- \*2.3.8.6 Only sworn and fully trained Special Constables and Team Leaders are eligible for posted or offered out overtime.

2.3.9 Overtime shall be offered to employees in the following order by seniority:

2.3.9.1 Special Constables:

- 1) Special Constables who can work the entire shift.
- 2) Two (2) Special Constables who can split the shift.
- 3) Team Leaders who can work the entire shift.
- 4) Special Constable who can work the most hours.
- 5) Team Leaders who can work the most hours.

2.3.9.2 Team Leaders:

- 1) Team Leaders who can work the entire shift.
- 2) Two (2) Team Leaders who can split the shift.
- 3) Special Constable who can work the entire shift.
- 4) Team Leader who can work the most hours.
- 5) Special Constable who can work the most hours.

2.3.9.3 Communications Officers:

- 1) Communications Officers who can work the entire shift.

- 2) Two (2) Communications Officers who can split the shift.
- 3) Communications Officer who can work the most hours.
- 4) Special Constables who are trained to work in Communications.
- 5) Team Leaders who are trained to work in Communications.

The employee who is offered overtime must be appropriately trained in order to perform the work. All Special Constables requesting to be trained will be given such training.

#### 2.3.10 Extending Shifts

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

2.3.11 It is agreed that if a call sheet has been initiated to fill a full open shift, the call sheet will be completed. When all eligible employees have refused to work the full open shift, management will follow the applicable section of the collective agreement if it is decided to fill the open shift as a split shift. Management will not have any obligation to force employees in to fill the open shift once all employees have been offered work and refused such work.

2.3.12 Authorized overtime shifts commencing more than 72 hours from the time of authorization will be posted and available to all eligible employees.

2.3.13 All posted overtime shifts will be assigned at 9:30 am on the day prior to the commencement of the shift, or at 9:30 am on the Friday prior to shifts commencing on the following Saturday, Sunday or Monday.

2.3.14 Authorized overtime shifts commencing less than 72 hours from the time of authorization will be offered to eligible employees by telephone.

\* (4)2.4 Shift Premium

Employees will be paid a shift premium of \$1.00 per hour for all regularly scheduled hours worked between 22:00 and 06.00, exclusive of overtime.

\* (4)2.5 Training Premium

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

**SECTION (4)3 – 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 HOLIDAYS**

- (4)5.1 An employee may elect to bank as lieu days up to five (5) general or designated holidays annually to be taken as time off provided the

banking of such lieu days does not interfere with the normal work schedule.

- (4)5.2 An employee may elect to bank lieu days only when a general or designated holiday falls within his or her period of annual vacation or on the employee's regular day off, whether working or not, to a maximum of eight (8) hours. The banked days shall be taken at the discretion of the employee but with the approval of the Management Representative.

#### **SECTION (4)6 – POSTING AND COVERAGE OF LIEU TIME WORK**

- (4)6.1 The following rules apply to the granting of lieu time and lieu days and the posting of lieu time work:
- (4)6.2
- 2.1 Lieu time may be granted based on anticipated adequate coverage with respect to operational requirements.
  - 2.2 Granted lieu time may be revoked if there is a change in coverage and/or operational requirements.
  - 2.3 Full lieu days will be offered out as overtime paid at straight time rates of pay.
  - 2.4 In a case where operational requirements are not met, the granting of a full lieu day off is contingent on coverage of the shift at straight time rates of pay.
- (4)6.3 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).
- (4)6.4 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.
- (4)6.5 Any overtime arising from the above provisions, statutory holiday time worked at 1.5 time, Sunday premium time, meeting and training time outside regular working hours, general or designated holiday lieu days or any other granting of lieu days which have not been booked may, at the discretion of the employee, be:

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

(4)6.6 Lieu Time Bank

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

Employees who exceed the maximum allowable carry-over of 200 hours on December 31 will have the excess hours paid out automatically in February the following year, subject to the exception outlined in (4)6.7.

(4)6.7 Retirement Leave Bank

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

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

\*6.7.2 Lieu time placed into an employee's retirement leave bank may, at the discretion of the employee, be used to advance an employee's departure from active employment prior to their official retirement date or be paid out in cash at straight time

rates at the actual time of retirement. If the employee should leave the City for any other reason prior to retirement, then a cash payment will be made at that time.

Should an employee opt out to advance their departure from active employment through the use of his or her retirement leave bank, the employee shall receive the insurance benefits as described in Clause (8)1.1. The employee will also continue to accrue pension credits, will continue to accumulate vacation leave credits and be entitled to general or designated holiday pay.

## CLAUSE 5 - GRIEVANCES

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

- (5)1.1 The City and the Union agree that it is in the best interest of both parties that complaints and grievances shall be adjusted promptly. It is specifically agreed that before a complaint becomes a grievance, the Superintendent involved must be given full opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the Superintendent or designate.
- (5)1.2 In order for a complaint to be considered valid, an employee must bring a complaint to the attention of the Superintendent or designate within ten (10) calendar days of an incident.
- (5)1.3 If the complaint is not satisfactorily resolved within ten (10) calendar days, the employee may choose to have recourse within twenty-one (21) calendar days to the grievance procedure as follows:

#### **1.3.1 Step 1**

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

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

1.3.2 **Step 2**

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

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

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

1.3.5 Calendar days shall not include statutory holidays.

1.3.6 **Grievance Mediation**

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

**SECTION (5)2 – ARBITRATION**

(5)2.1 Upon receipt by the Deputy City Manager or designate of written notice from the Union of the desire to arbitrate the grievance, the matter shall be referred to a single arbitrator, unless one or more of the parties prefer the three (3) person arbitration board. In the event of a single arbitrator, both parties shall agree to the nomination. The Labour Relations Unit or the Union shall contact the agreed-upon Arbitrator and make the necessary arrangements. Should the parties

choose a three (3) person board, the City and the Union shall each appoint a representative within seven (7) calendar days. The two (2) representatives shall, within seven (7) calendar days, or thereafter their appointment agree upon an arbitrator who shall be Chairperson of the Board of Arbitration. Where the representatives are unable to agree upon a Chairperson, either nominee may request in writing that the Director, Federal Mediation and Conciliation Services appoint a Chairperson.

- (5)2.2 If within one (1) month the parties have not reached agreement regarding the nomination of a single arbitrator, the matter shall be referred to the Director, Federal Mediation and Conciliation Service who shall appoint an arbitrator.
- (5)2.3 In the case of an arbitration not arising out of a grievance but affecting a dispute between the Union and the City in relation to any of the terms of this Agreement, the procedure as outlined in (5)2.1 shall apply after either party has given notice in writing of the desire to arbitrate.
- (5)2.4 The Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.
- (5)2.5 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure. If no written request for arbitration is received within one (1) month after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.
- (5)2.6 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Arbitrator/Chairperson of the Arbitration Board.

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

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

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

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

**CLAUSE 6 – VACATION WITH PAY**

**SECTION (6)1 – VACATION**

- (6)1.1 Vacations are granted to employees in the year in which they are earned for the purpose of affording a period of rest and recreation. An employee may request payment in lieu of time off for all entitlements in excess of three (3) weeks per year to a maximum of (2) weeks pay. During the vacation period, no employee shall be required or permitted to work overtime. It will be necessary for Management to schedule vacations in keeping with efficiency.

**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 seven (7) years	3
Seven (7) years but less than sixteen (16) years	4
Sixteen (16) years but less than twenty-two (22) years	
5 Twenty-two (22) years but less than thirty (30) years	
6 Thirty (30) or more years of service	7

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

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

\*2.4.1 Employees may have the option to split all weeks of vacation (as per vacation entitlement), per calendar year, to be used as individual vacation days.

Booking of full weeks of vacation will take priority over booking individual vacation days.

Members are able to book only their entitled number of vacation weeks at the General Booking. Once all the members have booked their entitled full vacation weeks, then a member, by seniority, is afforded the opportunity to book additional full vacation weeks from the remaining available vacation time.

Full week vacation must be booked by the first of November of that calendar year. Any vacation time not booked and/or taken by the end of the calendar year, will be paid out in accordance with Article (6)1.1 of the Collective Agreement.

The booking of individual vacation days will be approved by the Employer, and will be based on staffing and operational requirements, as determined by the Employer.

An employee must submit a request for leave at least five (5) days in advance of the requested leave if he or she wishes to request a full week of vacation at a time other than the General Booking. An employee must submit a request for leave at least forty-eight (48) hours in advance of the requested leave excluding holidays, Saturdays and Sundays when requesting individual days or lieu days. All odd vacation must be booked before the first of November and taken in accordance with the vacation guidelines or be paid out in cash not later than March 31<sup>st</sup>.

\*2.4.2 Vacation is paid out at the employee's rate of pay as at December 31<sup>st</sup> of the previous year.

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

- (b) Employees do not accrue vacation leave while in receipt of LTD benefit.
  - (c) In the event that a WSIB claim continues beyond seventeen (17) weeks, the claimant will cease to accrue vacation leave credits.
- (6)2.6 If an employee on the active roll has not been able to take vacation in the current vacation year because he or she is in receipt of sick leave or Worker's Compensation, he or she may arrange to defer vacation entitlement, up to the 1<sup>st</sup> of October of the following year. No employee shall receive at any time a total in payment (salary and compensation benefits) for the vacation period which is in excess of the total weeks of vacation pay to which the employee is entitled.
- (6)2.7 When an employee's employment is terminated with the City, he or she will be paid for earned vacation leave entitlements at the employee's current basic annual salary rate of pay in the year of termination. If more vacation leave has been taken than has been earned the final salary payment will be adjusted to recover the overpayment

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

- (6)3.1 Where an employee accrues vacation in the year prior to their entitlement to utilize the vacation, and this employee is successful in obtaining a permanent position within the CUPE local 5500 bargaining units the following shall apply;
- 3.1.1 Any vacation entitlement accrued up until the date of appointment is frozen and paid out at the rate of pay the employee earned immediately prior to being accepted into the CUPE 5500 bargaining unit, provided that the employee has completed one hundred twenty (120) days in their newly appointed position.
  - 3.1.2. In the year of appointment into a CUPE 5500 position the employee's vacation entitlement is pro-rated according to the date of appointment.
  - 3.1.3. Management may, at their discretion, approve the use of vacation in lieu of vacation payout as per 3.1.1 above. Requests for use of such leave shall not be unreasonably denied.

## CLAUSE 7 – UNION SECURITY

### SECTION (7)1 – CHECK -OFF

\* (7)1.1 All employees who are subject to check-off at the inception of this Agreement shall remain subject thereto as a condition of employment so long as they remain members of the Bargaining Unit. All employees who are not subject to check-off at the inception of this Agreement and persons who may hereafter become employees shall become subject to check-off as a condition of employment so long as they remain members of the Bargaining Unit. The City shall deduct Union dues from twenty-six (26) pays annually and shall turn over such dues to the Treasurer of the Union within five (5) days after they have been deducted. Initiation fees shall also be subject to payroll check-off upon receipt of a duly signed authorization from the employee.

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

## CLAUSE 8 – EMPLOYEE BENEFIT PLANS

### SECTION (8)1 – DEFINITIONS

#### **Benefit Plans Mean**

- (8)1.1 **The Supplementary Health Insurance Plan** which provides supplementary medical benefits.
- (8)1.2 **The Sick Leave Plan** which provides benefits at one hundred percent (100%) of salary or seventy-five percent (75%) of salary based on years of credited service with the City.
- (8)1.3 **The Long-Term Disability Insurance Plan** which provides monthly income in cases of total disability.
- (8)1.4 **The Group Life Insurance Plan** which provides a lump sum death benefit.

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

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

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

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

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

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

(Short Term Disability Benefits).

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

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

Length of Continuous Service	Full Salary (100%)	75% Salary
	Number of Weeks	
Six (6) months but less than one (1) year	1	16
One (1) year but less than two (2) years	2	15
Two (2) years but less than three (3) years	3	14

Three (3) years but less than four (4) years	4	13
Four (4) years but less than five (5) years	5	12
Five (5) years but less than six (6) years	7	10
Six (6) years but less than seven (7) years	9	8
Seven (7) years but less than eight (8) years	11	6
Eight (8) years but less than nine (9) years	13	4
Nine (9) years but less than ten (10) years	15	2
Ten (10) years or over	17	0

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

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

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

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

**(8)2.5 Reinstatement of Entitlement**

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

**2.5.1 Unrelated Claim**

In the case of an employee who has a second (or more) claim which is not related to a prior claim during which the employee used part or all of the seventeen (17) weeks of entitlement, the maximum applicable entitlement shall be reinstated provided such employee has returned to active employment and completed at least one (1) full shift of that employee’s regular duty.

**2.5.2 Related Claim**

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

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

- 2.6.1 Should an employee's employment terminate before completion of six (6) months of service, the Employer shall recover any money paid to the employee at one hundred percent (100%) IPP benefits. The City shall be deemed to be authorized pursuant to the Employment Standards Act, to make deductions from the employee's pay cheque in order to recover overpayments made to the employees.
- 2.6.2 Eligibility for one hundred percent (100%) IPP benefits shall be reinstated as of the first pay period of each calendar year. In the event that an employee is in receipt of IPP benefits at 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.

(8)2.7 If, while you are disabled and receiving IPP benefits you are served Notice of Layoff or Termination of Employment, you shall nevertheless receive while so disabled, the balance of any of the Sick Leave Allowances to which you are entitled on the date such notice is given to you.

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

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

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

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

(8)2.12 Long Term Disability (LTD) Plan

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

(8)2.13 Group Term Life Insurance

The City shall pay the entire premium cost of the Plan

(8)2.14 Optional Life Insurance

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

(8)2.15 Dental Insurance Plan

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

(8)2.16 Pension Plan

Participation in the Pension Plan is a condition of employment. Employees shall make the required contributions by payroll deduction as set from time to time. Employer contributions shall be

set at one hundred percent (100%) of the employee contributions. The joint contributions will be used to fund the existing obligations of the Pension Plan and any updates and improvements to the Plan agreed upon between the parties. The City agrees that it will not change the present schedule of funding existing liabilities.

(8)2.17 Dependent Life Insurance Plan

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

(8)2.18 Optional Critical Illness Insurance Plan

The employee shall pay the entire premium cost of the Plan

(8)2.19 Early Retirement Benefits

\*2.19.1 The City shall pay 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) Dependent Life Insurance Plan.

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

- i) Dental Insurance Plan.

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

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

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

\*2.20.1 In the event of a work related injury or illness, the employee shall receive WSIB advances, paid by the Employer to the maximum allowable under the Workplace Safety and Insurance Act. The Employer will also pay to the employee

the difference between the maximum allowable under the Act and the actual amount equal to the Employee's salary or regular wage.

2.20.2 If the employee is able to perform modified duties or hours of work, the employee is required to accept this work when offered, provided such work is compatible with the employee's medical restrictions.

2.20.3 Employees on WSIB, and those medical conditions prevents them from doing their own work, but permits them to do other available work within the Bargaining Unit, will be required to accept this work.

(8)2.21 Insured Benefits for Employees Working Beyond Age 65

- (a) Employees working beyond age sixty-five (65) will be entitled to the continuation of the following benefit coverage:
- Extended health care without "Out of Country coverage" and "Drug coverage"
  - For an eligible spouse and dependents under age 65, extended health care without "Out of Country coverage" but including "Drug coverage"
  - Dental insurance including coverage for an eligible spouse and dependents
  - \$25,000 of basic life insurance
  - Dependent life insurance for an eligible spouse and dependents
  - A maximum of seventeen (17) weeks of short term sick leave (Income Protection Plan) annually. This entitlement will be subject to the various provisions of the collective agreement pertaining to sickness and certification.
- b) Coverage details for benefits provided in paragraph a) above will be as defined in the Benefits Plan Document.
- c) Cost sharing for the benefits plan will be in accordance with the formula contained in the collective agreement.
- d) Employees will no longer be covered for Long Term Disability (LTD) benefits from age sixty-five (65).

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

**SECTION (8)3 – OTHER BENEFITS**

**(8)3.1 Free Transportation**

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

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

**(8)3.2 Attendance Incentive**

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

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

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

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

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

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

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

## CLAUSE 9 – UNIFORM CLOTHING

### **\*SECTION (9)1 – CLOTHING ALLOWANCE FOR EMPLOYEES**

- \* (9)1.1 All new Special Constables and Team Leaders shall be supplied at the expense of the City the following uniform clothing:
  - 1.1.1 Five (5) pairs of trousers, Cargo Style – with royal blue stripe on the leg;
  - \*1.1.2 Two (2) clip-on ties;
  - \*1.1.3 Ten (10) shirts (choice of short-sleeve perma-press, long-sleeve perma-press, and/or golf shirt);
  - 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 or (1) black toque;
  - 1.1.7 One (1) duty belt and one inner belt;
  - 1.1.8 One (1) three in one (3 in 1) jacket;
  - 1.1.9 One (1) hat badge;
  - 1.1.10 One (1) identification badge and wallet;
  - 1.1.11 One (1) identification card;
  - 1.1.12 One (1) crew neck or V-neck thermal sweater;

- 1.1.13 Three (3) T-shirts;
- 1.1.14 Kevlar gloves;
- 1.1.15 Soft body armour with one (1) external cover and one (1) internal cover;
- 1.1.16 Cruisermate;
- 1.1.17 One (1) set of four (4) belt keepers;
- 1.1.18 One (1) pair of handcuffs and case;
- 1.1.19 One (1) glove pouch;
- 1.1.20 One (1) traffic flashlight and belt holder;
- 1.1.21 One (1) expandable baton and case;
- 1.1.22 One (1) bio hazard kit per vehicle (microshield, gloves, hand wipe, and nylon case);
- 1.1.23 One (1) duty suspenders – upon presentation of a medical certificate signed by a licensed physician;
- 1.1.24 Two (2) sets of rank insignia, badge number on epaulettes for Team Leaders;
- 1.1.25 One (1) nylon notebook cover;
- 1.1.26 Shell pants
- 1.1.27 Footwear
- \*1.1.28 Temporary Restraining Device with case
- \*1.1.29 Naloxone
- \*1.1.30 Spithood

(9)1.2 In addition to those items listed in (9)1.1 above, all new Special Constables shall be supplied at the expense of the City the following uniform clothing:

1.2.1 One (1) Forage cap and one rain cover for cap;

1.2.2 One (1) reflective traffic vest;

1.2.3 One (1) can of OC pepper spray with holder

(9)1.3 Special Constables acting in the capacity of a Prosecutor will be issued the following clothing items to be worn when required to appear in the capacity of Prosecutor on behalf of the Employer.

1.3.1 Two (2) pairs of dress pants

1.3.2 Two (2) dress shirt

1.3.3 One (1) blazer

1.3.4 One (1) tie

1.3.5 One (1) pair of black dress shoes (if not previously issued with the Dress Uniform)

Replacement will be on an as needed basis as determined by the Employer.

\*(9)1.4 In addition to the items listed in (9)1.1, Special Constables and Team Leaders assigned to Bike and Ride will be issued the following items:

1.4.1 Three (3) biking shorts with bluestripe

1.4.2 One (1) pair cycling shoes

1.4.3 One (1) CSA approved bike helmet

1.4.4 One (1) pair cycling gloves

1.4.5 One (1) baseball hat

1.4.6 One (1) water bottle – cycling

1.4.7 One (1) pair protective eyewear

1.4.8 One (1) biking pants

\*(9)1.5 All new Communications Officers shall be supplied at the expense of the City the following uniform clothing:

1.5.1 Five (5) pairs of trousers, Cargo Style;

\*1.5.2 Two (2) clip-on ties;

\*1.5.3 Six (6) shirts (choice of short-sleeve perma-press, long-sleeve perma-press, and/or golf shirt);

1.5.4 Three (3) t-shirts;

\*1.5.6 One (1) sweater (choice of crewneck, v-neck thermal sweater, or cardigan);

- 1.5.7 One (1) leather belt;
- \*1.5.8 Two (2) sets of Communication Epaulettes;

(9)1.6 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. Items are to be replaced as per the existing language of (9)2.

**\*(9)1.7 Footwear**

Special Constables

The City shall supply one pair of summer footwear and one pair of winter footwear acceptable to workplace standards upon hire. Replacement of summer footwear will be yearly or as needed, at management's discretion. Replacement of winter footwear will be every 2 years or as needed, at management's discretion.

Communications Officers

The City shall supply one pair of indoor footwear acceptable to workplace standards upon hire. Replacement will be yearly or as needed, at management's discretion.

(9)1.8 All uniform items are to be worn only in the performance of job duties, or in transit to and from work.

**(9)1.9 Sunscreen**

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

**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 SERVICE**

- (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 TRANSIT SAFETY AND ENFORCEMENT 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 –TERMS OF APPOINTMENT FOR TEMPORARY EMPLOYEES**

- (10)2.1 The provisions of the collective agreement apply to temporary employees as follows:
- 2.1.1 Temporary Employees Hired for a 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 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 term of employment will extend beyond six (6) months, then they will be covered under the provisions of Sub-section 2.1.1 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, without a break in employment, then his or her seniority under Clause (3)2.1, shall be determined by the date within the scope of CUPE, Local 5500 whether temporary or permanent.

#### **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 elected union officer shall also have the right of access to an employee's personnel file.

#### CLAUSE 13 – TRAINING

##### **SECTION (13)1 – TRAINING**

\*(13)1.1 When an employee is required by the Employer to participate in courses designed to upgrade his/her skills or qualifications, the Employer will pay for the course tuition fees.

When an employee who is booked to work on a shift commencing between 16:00 and 24:00 hours is required to participate in mandatory training, the employee will be released from duty with no loss of pay eight (8) hours prior to the specified time he or she is scheduled to commence training.

When an employee is required to participate in mandatory training outside their regular work hours, the employee will be paid the appropriate rate of pay for the hours in training.

If the mandatory training is scheduled on a day where the employee is scheduled to work a shift which starts before and ends after the hours in which the employee is required to participate in training, then the employee will be required to work all scheduled hours before and after training of the originally booked shift, and will be compensated at their normal rate of pay for these hours.

If the mandatory training is scheduled on a day where the employee is scheduled to work an evening or night shift, the employee will be required to continue working following the training, the same amount of regular shift hours scheduled.

- \*(13)1.2 In order to maintain status as a Special Constable, Special Constables and Team Leaders must achieve all requirements established for Special Constable status as set by Ottawa Police Services Board.

Annual training as described in pages 30 – 39 in the Memorandum of Understanding between the Ottawa Police Services Board and the City of Ottawa dated July 31, 2018, will be provided to ensure all employees have the opportunity to meet these requirements.

Where the training is provided on a pass/fail basis, an employee who is not successful on his/her initial attempt, shall be afforded at least one retest before losing their Special Constable status.

Such opportunity must be exercised during the annual block training period. The Employer will ensure an opportunity for retesting will be incorporated into the block training period.

#### CLAUSE 14 – HEALTH AND SAFETY

##### **SECTION (14)1 – HEALTH AND SAFETY**

- (14)1.1 The Employer shall provide a safe and healthful environment for employees.
- (14)1.2 The City of Ottawa shall provide Federal Occupational Health and Safety education and training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness.
- (14)1.3 The Employer and the Union acknowledge that a joint health and safety program can only be successful when both parties are

committed to fostering and developing a safety culture within the City, and ensuring that their responsibilities under the relevant Federal Occupational Health and Safety Legislation are carried out.

- (14)1.4 The Employer and the Union agree to recognize the Terms of Reference established for Workplace Health and Safety Committee and the Policy Health and Safety Committee.
- (14)1.5 Training for Workplace Health and Safety Committee members mandated by the Terms of Reference, shall be delivered. The Employer shall consult with the Union regarding the choice of outside training resources.
- (14)1.6 The Employer shall forward copies of all joint Employer and CUPE, Local 5500 Workplace Health and Safety Committee Minutes, as identified with the Terms of Reference, to the offices of CUPE, Local 5500, in a timely manner.
- (14)1.7 Should there be a need for leave for special programs, initiatives or training requirements identified through the Terms of Reference, the Director of Human Resources Department shall consider such a request from the President of the Union. If the President's request is agreed to by the Director of Human Resources Department, the President shall designate one or more Union Health and Safety Committee Members and the Member(s) shall be entitled to paid leave with full benefits for the duration of the fulfillment of the request. Such paid time off shall not exceed thirty-two (32) days per year in total and individual use shall not exceed one (1) day per month unless mutually agreed by the parties.

## CLAUSE 15 – BOOKING RULES

### **SECTION (15)1 - TRANSIT SAFETY ENFORCEMENT BRANCH BOOKING RULES**

#### **SPECIAL CONSTABLES**

- \*(15)1.1 Special Constables shall book their work and vacation in six (6) month blocks at least sixty (60) days prior to the commencement of each six (6) month block. Vacations will be booked to allow a maximum of two (2) Special Constables per platoon away at one time.

Special Constables are eligible for a \$0.50 per hour booking incentive premium. This will be OMERS eligible for all regular hours.

### 1.1.1 Team Leader Vacation

Only two (2) Team Leaders may be on vacation at any one time.

- \*(15)1.2 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.

All Statutory and designated holiday included in that booking period will be booked during general bookings. Statutory holidays shall be booked according to seniority. Statutory holidays may be celebrated on dates coinciding with the Federal Government.

Employees wishing to work both Christmas and New Years Day shall book according to seniority within their respective section.

Employees may book either Christmas Day or New Years Day but shall not be forced to book both.

If there is an opportunity to book off Christmas Day or New Years Day, these shall be booked by employees in accordance with seniority within their respective section.

If an employee wishes to cancel a booked statutory holiday shift, it shall be offered out by seniority, to those not already scheduled to work. If covered in full, the employee shall have the shift off. If not covered, the employee is required to work the shift as scheduled.

## **COMMUNICATIONS OFFICERS**

- \*(15)1.3 Communications Officers shall book their work four (4) times per calendar year in three (3) month durations at least 30 days prior to the commencement of each booking.

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.

Vacation will be booked for the forthcoming calendar year at least thirty (30) days prior to the beginning of that calendar year.

Christmas Day and New Years Day

The schedule will be determined by the Employer and may not reflect a regular shift schedule for that day of the week.

**BOOKING REPRESENTATIVES**

\*(15)1.4 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 an employee is unable to be present at a booking, and has not provided booking choices in advance, or is otherwise unreachable, the employee shall be booked by the Management appointee and the Union representative having due regard for the individual's qualifications and seniority.

(15)1.5 Employees who are absent from a booking due to an approved leave (except as outlined below) are required to inform the Booking Officer of their desired booking preferences before the booking commences in order to select work. If the employee submitted preferences and returns to work with more than six (6) weeks remaining in the booking then he or she will return to their selected work. If the employee did not submit preferences, or returns with less than six (6) weeks remaining in the booking, the employee will be placed into an available shift. If any temporary employee was brought up to cover the leave, the employee will be returned to his or her substantive position.

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

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

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

## CLAUSE 16 – EMERGENCY

### **SECTION (16)1 – DEFINITION OF EMERGENCY**

(16)1.1 An emergency is defined as a situation that poses a significant and immediate threat to human life, health or safety or extensive damage to property. It is also a situation when the Employer is affected to the extent necessary in order to prevent serious interference with the ordinary working of the establishment.

An emergency includes:

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

## CLAUSE 17 – SALARY PROTECTION

### **SECTION (17)1 – SALARY PROTECTION**

(17)1.1 Salary Protection – New Job Evaluation Plan Pay Line

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

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

(17)1.2 Salary Protection – Downward Reclassification

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

**\*CLAUSE 18 – TRANSIT LAW ENFORCEMENT OFFICER, PROPERTY PROTECTION OFFICER AND WORKING SUPERVISOR PROVISIONS**

**This clause should be read in conjunction with Section (3)2.10**

**SECTION (18)1 – TRANSIT LAW ENFORCEMENT OFFICER, PROPERTY PROTECTION OFFICER AND WORKING SUPERVISOR PROVISIONS**

**(18)1.1 ENTITLEMENTS**

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.

**(18)1.2 BOOKING RULES**

**Transit Safety Enforcement Branch Booking Rules**

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

**(18)1.3 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.

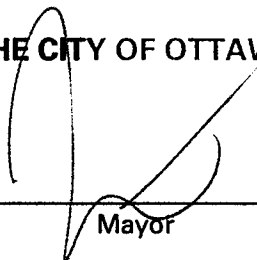
(18)1.4 **SPECIAL BOOKING FOR CHRISTMAS AND NEW YEAR'S DAY**

The Booking Rules outlined below apply to Property Protection Officers, Transit 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 section.
3. According to seniority, employees shall book either Christmas Day or New Year's Day within their respective section.
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.


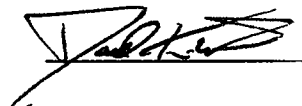
SIGNED AT OTTAWA, ONTARIO, THIS 20 DAY OF December 2019

**THE CITY OF OTTAWA**



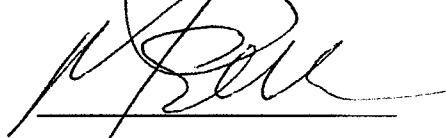
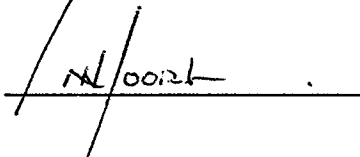
  
\_\_\_\_\_  
Mayor

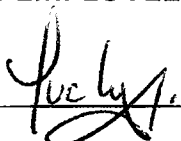
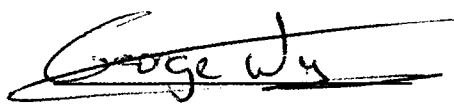
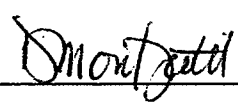

  
\_\_\_\_\_  
City Clerk

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

  
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\*APPENDIX A

**SALARY SCHEDULES**

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

Annual rates calculated using 2080 hours per year

**\*APPENDIX B**

**JOB CLASSIFICATIONS**

<b>Job Key</b>	<b>Job Title</b>	<b>Pay Grade</b>
10070696	Communications Officer, Transit Law	4
10070694	Special Constable	8
10070695	Team Leader Special Constable	10

LETTER OF UNDERSTANDING #1

BETWEEN  
CITY OF OTTAWA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5500

RE: PRE-1981 PENSIONABLE SERVICE

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

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

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

Dated in Ottawa, Ontario this 27<sup>th</sup> day of April 2007.

*"original signed by Mert McDonald"*

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For the Union

*"original signed by Lyne Huneault"*

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For the Employer

LETTER OF UNDERSTANDING #2

**BETWEEN  
CITY OF OTTAWA**

**AND**

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

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

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

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

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

Dated in Ottawa, Ontario this 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**

The employer has received approval from the Ottawa Police Services Board for the continuation of the Special Constable program to July 30<sup>th</sup>, 2023. This arrangement may be extended by agreement of the City and the Ottawa Police Service Board.

As the Union and the City have a desire that the provisions of the collective agreement reflect the Special Constable program and have made amendments accordingly in the renewal of the collective agreement with a term beginning April 1<sup>st</sup>, 2018, the parties agree to the following:

1. In the event that the City makes a recommendation or is presented with a recommendation to discontinue the Special Constable program the Union will be provided with a copy of such recommendation and all efforts will be made to afford the Union an opportunity to make a presentation to the Police Services Board.
2. In the event that the Special Constable program is terminated, the provisions of the collective agreement pertaining to Transit Law Enforcement Officer, Working Supervisor and Security Controller shall be deemed to be included in the existing collective agreement.
3. An employee who is declared redundant as a result of the termination of the Special Constable program shall be entitled to the provisions of Section (3)3 – Layoff and Recall and Section (3)5 Technological Changes.

Dated in Ottawa, Ontario this 8<sup>th</sup> day of January, 2019.

*“original signed by Kevin Charron”*

*“Original signed by Sheldon Marcellus”*

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

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For the Employer

LETTER OF UNDERSTANDING #4

BETWEEN  
CITY OF OTTAWA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5500

Peer Support Network

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

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

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

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

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

Renewed in Ottawa this 3<sup>rd</sup> day of October, 2018.

*\*Original signed by Wayne Watts*

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

*\*Original signed by Sheldon Marcellus*

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

**\*MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CUPE LOCAL 5500 (THE UNION**

**AND**

**THE CITY (THE EMPLOYER)**

**RE: SPECIAL CONSTABLE PROGRAM DOCUMENTATION**

Whereas CUPE Local 5500 has requested to be provided with copies of documentation regarding the creation of the Special Constables Program,

Whereas the City of Ottawa has agreed to provide copies of these documents, and

Whereas, these documents are of a confidential nature,

Therefore, the Union acknowledges receipt of the following documents:

- Memorandum of Understanding between the Ottawa Police Services Board and the City of Ottawa Transit Services regarding the Appointment of OC Transpo Security and Enforcement Officers, as Special Constables – dated December 18, 2006
- Ministry of Community Safety and Correctional Services document regarding the designation of Special Constables – dated September 2, 2008
- Appendix F – OC Transpo Complaint Investigation Procedure
- Ottawa Police Service – Dated July 2, 2008

The Union recognizes that the documents listed above are to be safeguarded and kept in strict confidence and further agrees that they are not to be reproduced, transmitted or publicized in any manner without prior written approval of the Chief, Special Constables.

Renewed in Ottawa this 8<sup>th</sup> day of January, 2019.

*"original signed by Wayne Watts"*

*"Original signed by Lyne Huneault"*

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For the Union

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For the Employer