

IN THE MATTER OF AN INTEREST ARBITRATION

B e t w e e n:

**CITY OF OTTAWA**

(the “City”)

- and -

**AMALGAMATED TRANSIT UNION, LOCAL 1760**

(the “Union”)

and in the matter of the renewal of a collective agreement that expired on December 31, 2011.

Russell Goodfellow – Chair  
Jim Foley – City Nominee  
Joe Herbert – Union Nominee

APPEARANCES FOR THE CITY:

Dan Palayew, counsel  
Marie-Andrée Richard, counsel  
Margaret-Marie Steele, counsel  
Sheldon Marcellus

APPEARANCES FOR THE UNION:

John McLuckie, counsel  
Chris Robertson, student-at-law  
Jamie Larkin  
Norm St. Laurent  
Mike Woods

Mediation held on October 28, 2013; Arbitration held on December 11, 2013

## **AWARD**

This award concerns the renewal of a collective agreement that expired on December 31, 2011. The parties were able to agree on the term of the agreement as three years, ending December 31, 2014.

The agreement covers approximately 250 employees engaged in a variety of administrative, support, and customer sales and service functions at OC Transpo. It is one of 11 bargaining units at the City, represented by 10 different bargaining agents. The Union also represents administrative supervisors in a separate bargaining unit, while a different local of the ATU represents operators, dispatchers and maintenance staff. Most of the other bargaining units at the City have concluded collective agreements covering the first two years of this agreement.

Along with the term of the agreement, the parties were able to resolve many issues on their own. A number of others remained outstanding, however, and were referred to us for mediation, followed by arbitration – a process that, with the assistance of the panel, yielded agreement on further issues. This award concerns the matters that remained outstanding.

In making our award, we have considered the evidence and submissions presented to us by both sides, and have sought to give effect to the principals of replication, comparability and total compensation. Any proposals made by either party that are not included in this award are rejected. All matters agreed upon between them, up

to and including on the day of arbitration, together with all unamended portions of the expired agreement, are awarded. In addition, we hereby award as follows:

1. Article 14.6 (a) shall be amended by replacing the number “twelve (12)” with the number “thirty (30)”.
2. Article 14.6 (b) shall be amended by replacing the existing text with the following, “A temporary assignment may only be extended beyond thirty (30) continuous calendar months with the agreement of the Union”.
3. Article 37.2 (a) shall be amended by replacing the existing text with the following, “Temporary employees are employed for a period of time not exceeding thirty (30) continuous calendar months in the same position.”
4. Article 37.2 (b) shall be amended by replacing the existing text with the following, “Where the Employer’s need for the individual(s) is further assessed and may exceed the defined need in (a) above, the Employer will require the approval of the Union to extend the temporary staffing. Unless the Union agrees to extend the temporary staffing, the employee will be considered a regular employee after the thirty (30) continuous calendar months.”
5. The following new clause shall be added as Article 37.6, “If a temporary employee is in a temporary assignment that exceeds eighteen (18) continuous calendar months, the employee shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) days per month retroactive to the beginning of the eighteenth (18<sup>th</sup>) continuous calendar month. Any unused credits will not be paid out at termination.”

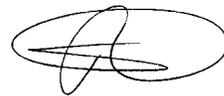
6. Article 34.5 shall be amended by deleting the following, “up to \$100.00 (effective January 1, 2010 – up to \$125, effective January 1, 2011 – up to \$135)” and replacing it with the following, “up to one-hundred thirty-five dollars (\$135.00) and, effective January 1, 2014, up to one-hundred fifty dollars (\$150.00)”.
7. Article 44.1 shall be amended by deleting the balance of the first sentence following the words “providing an amount of” and replacing the deleted portion with the following, “four-hundred fifty-five dollars (\$455.00) and, effective January 1, 2014, four-hundred seventy-five dollars (\$475.00)”.
8. A new Article, entitled “Call-Back and On-Call”, shall be added in the terms set out under the heading “City’s Amended Proposal” at pages 38 and 39 of the City’s Arbitration Brief.
9. All levels in the Salary Scales at Appendix A shall be increased by 1.94% effective and retroactive to January 1, 2012, a further 1.94% effective and retroactive to January 1, 2013, and a further 1.93% effective and retroactive to January 1, 2014.
10. All retroactive payments shall be made to employees by way by separate cheque within sixty (60) days of the date of this award.
11. Except where otherwise agreed to between the parties, or as expressly stated in this award, all amendments shall take effect as of the date of this award.

Finally, the Board encourages the parties to undertake a review of the existing benefit plans for the purpose of identifying any areas where mutually agreeable changes can be made.

The parties are hereby directed to enter a renewal collective agreement giving effect to this award forthwith.

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

DATED at Ottawa and Toronto, this 8<sup>th</sup> day of January 2014.



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Russell Goodfellow – Chair

“Jim Foley”

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City Nominee

“Joe Herbert”

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Union Nominee