

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 503

AND

THE CORPORATION OF  
THE CITY OF OTTAWA

RESPECTING SPECIFIC  
PART-TIME EMPLOYEES OF THE DEPARTMENT OF COMMUNITY SERVICES  
(RECREATION AND CULTURE)

(Une version française est disponible au Bureau des Ressources Humaines Division des relations de travail)

EFFECTIVE JANUARY 1, 1999 TO DECEMBER 31, 2000



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COLLECTIVE AGREEMENT

This Agreement made in duplicate this 30<sup>th</sup> day of November, 1999.

- BETWEEN

THE CORPORATION OF THE CITY OF OTTAWA

(herein called "The Employer")

of the first part

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 503

(herein called "The Union")

of the second part

respecting specific Part-Time Employees of the Department of Community Services  
(Recreation and Culture)

Whereas it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union, in promoting the utmost co-operation between the Employer and its employees, consistent with the rights of both parties.

And whereas it is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and its employees and to this end this Agreement is signed in good faith by the two parties. And whereas this Agreement is designed to set out clearly the rates of pay, hours of work and conditions of employment to be observed by the Employer and the Union.

NOW THEREFORE THIS AGREEMENT WITNESSETH

## ARTICLE 1

### Scope

- 1.1 This agreement shall apply to all employees of the Department of Community Services within the classifications outlined in Appendix 'A', employed for not more than twenty-four (24) hours per week save and except students employed during their summer vacation period, and save and except non-recreational employees in Lansdowne Park and non-recreational employees in the Billings Estate Museum and non-recreational employees in the Art and Public Places Division, and employees in the positions of Special Events Supervisor (L.P.A.), Winterlude Set-Up Staff, Winterlude Co-ordinator, Winterlude Site Supervisor, Curling Attendant, Field Service Attendant, Graphic Technician, Visual Arts Assistant, Arts Program Development Theatre Arts Specialist. (Refer to Article 4, Clause 4.2)

## ARTICLE 2

### Responsibilities of the Parties

- 2.1 The Employer recognizes the Union as the sole collective bargaining agency for all employees coming within the scope of this Agreement.
- 2.2 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning working conditions, or the application of the provisions of this Agreement, by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, marital status, sexual orientation or place of residence.  
  
The Employer will not restrict the employment of anyone on the basis of physical disability, mental disability or language disability, provided such disability does not interfere with his/her ability to meet the requirements of the job.
- 2.3 The Employer and the Union agree that during the life of this Agreement and during the period of negotiations of any revisions to this Agreement, or of a new agreement including the period of arbitration, there shall be no lockout or strike.
- 2.4 The Employer and the Union recognize and accept the provisions of this Agreement as binding upon each party, and upon each of their authorized representatives, and pledge that they and each of their duly authorized representatives will observe the provisions of this Agreement.
- 2.5 The Employer agrees to recognize the Union's Labour Representatives.

- 2.6 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours, or on the premises of the Employer, or on any work project the Employer may be engaged in.

ARTICLE 3  
Management Rights

- 3.1 The Union recognizes that, subject to the provisions of this Agreement, it is the function of the Employer:
- (i) to maintain order, discipline and efficiency,
  - (ii) to classify positions,
  - (iii) to hire, transfer or promote,
  - (iv) to suspend, discharge or otherwise discipline employees for proper cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in Article 13.

ARTICLE 4  
Hours of Work

4.1 Reporting

Employees shall report for duty at the place directed by the person in charge and shall go to and from such place on their own time normally within the limits of The Corporation of the City of Ottawa.

4.2 Standard Hours of Work

The Standard Hours of Work shall be defined as regularly scheduled twenty-four (24) hours per week or less averaged over each bi-weekly pay period.

The Standard Hours of Work may be increased up to eight (8) hours per day, forty (40) hours per week for up to three (3) weeks as applicable for each of the following periods: the Christmas break, March break, university study breaks, university exam periods (normally the middle two weeks in December and the last two weeks in April of each year) and the Easter break.

The Standard Hours of Work may be increased up to eight (8) hours per day, up to twenty (20) days per year for replacement situations for work in this bargaining unit.

4.3 Meal Period

Meal time, as specified in this Article, is outside the limitation of hours to be worked as imposed in the sections and is not paid time. However, where an employee is required and is authorised to work through his/her meal hour, the employee will be paid at straight time rates.

ARTICLE 5

Premiums

5.1 Overtime

No employee shall work overtime unless authorized by the Head of the Department or a designate of the Department Head. Overtime shall be defined as work in excess of eight (8) hours in one day or work in excess of forty (40) hours per week.

5.2 All employees who are required to work overtime hours, as defined in Clause 5.1, shall be paid for such hours at the rate of one-and-a-half times the regular hourly rate of pay.

5.3 Any employee who works on the statutory holiday as stated in Article 6, Clause 6.7, shall be paid for such hours worked at time-and-one-half the regular rate of pay.

5.4 Call Back Allowance

When an employee has completed his scheduled hours for the day and later that day is required to report back to duty, the employee shall be entitled to a one (1) hour call back allowance at straight time rates as well as payment for all hours worked at the appropriate rate of pay.

5.5 Reporting Pay

If an employee arrives to be at his/her scheduled shift and there is no work available, and the employee has not been advised in advance that he/she would not be required, the Employer shall pay the employee two (2) hours at his/her straight time rate, or in the event that less than two (2) hours are scheduled, the employee shall be paid at his/her straight time rate for such time scheduled.

It is recognized that if an employee has been directed to report to work, this shall be considered a "scheduled shift" for the purposes of this Article.



ARTICLE 6  
Leave

6.1 (a) Vacation Pay

Vacation pay shall be based on gross earnings and paid bi-weekly. Entitlement shall be:

- (i) Employees with less than one (1) year of service shall be paid 4%.
- (ii) Employees with one (1) year but less than eight (8) years service shall be paid 6%.
- (iii) Employees with eight (8) years but less than eighteen (18) years service shall be paid 8%.
- (iv) Employees with eighteen (18) years but less than twenty-eight (28) years service shall be paid 10%.
- (v) Employees with more than twenty-eight (28) years service shall be paid 12%.

- (b) An employee's years of service for the purpose of this clause shall be calculated from an employee's anniversary date, one (1) year for each anniversary year.

The anniversary date shall be the employee's original date of hire. In the event the employee resigns or is terminated for cause and is subsequently reemployed, then the employee's original date of hire shall be date of reemployment.

6.2 Bereavement v \_ e

- (a) Where an employee is unable to report for duty in the event of the death of a spouse, brother, sister, parent or child, such absence with pay shall be granted for up to four (4) scheduled working days within a five calendar day period for the purpose of making arrangements and/or attending the funeral.
- (b) Where an employee is unable to report for duty in the event of the death of a brother-in-law, sister-in -law, mother-in-law, father-in-law, grandparent or grandchild, such absence with pay shall be granted for up to three (3) scheduled working days within a five (5) calendar day period for the purpose of making arrangements and/or attending the funeral.

To attend a deferred internment, an employee may utilize one of the above noted days provided the employee is scheduled to work on the date of the internment.

### 6.3 Parental Leave

An employee who has completed thirteen (13) weeks of service with the Employer, upon written request to the Department Head, shall be granted parental leave of absence without pay for a period of up to six (6) months. This leave shall only be used for adoption or birth of an employee's child. An employee may request to have this leave extended for up to a further six (6) months and such a request will not be unreasonably denied.

Female employees with a minimum of twelve (12) months of seniority shall be entitled to receive a topping-up their Unemployment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of twenty-five (25) weeks of such leave. Male employees with a minimum of twelve (12) months of seniority shall be entitled to receive a topping-up their Unemployment Insurance Benefits to a maximum of ninety three percent (93%) of their normal wage for a maximum of ten (10) weeks of such leave. In order to receive this top-up, the employee must qualify for and be in receipt of U. I. benefits. This topping-up arrangement is subject to the approval of the Canada Employment and Immigration Commission.

### 6.4 Leave of Absence to Union Members

#### (a) Collective Bargaining

The Employer agrees to grant a leave of absence with pay to a maximum of two (2) employees elected or appointed by the membership to represent the Union in the matter of the the renewal or revision of a new Agreement for this bargaining unit.

Pay in this clause shall be for scheduled work time only.

#### (b) Union Business

The Employer agrees to grant leave of absence without pay of up to 170 hours in total to the Union for the purpose of transacting business which the Union deems necessary.

6.5 Leave of Absence to Attend Union Conventions

The Employer agrees to grant leave of absence with pay to Union delegates to conventions of the following organizations:

Canadian Labour Congress,  
Ontario Federation of Labour,  
Canadian Union of Public Employees,  
Ontario Division of CUPE.

Union delegates will attempt to notify their immediate supervisor at least twenty (20) days prior to the date they will be leaving to attend a convention. The Union will reimburse the Employer for the pay received by the applicable Union delegates while on such leave of absence.

6.6 Leave of Absence Without Pay

- (a) Employees who desire leave of absence without pay shall make application to the Head of the employee's Department. Such request shall not be unreasonably denied.
- (b) Except where otherwise provided, when an employee is on authorized leave of absence without pay in excess of thirty (30) calendar days, the employee's seniority date and all benefits enjoyed by the employee immediately prior to the commencement of such leave of absence without pay shall be suspended. When the employee returns from the leave of absence, the employee's seniority date and the benefits shall resume at the level at which they were when he/she absented himself/herself, recognizing any negotiated changes.

6.7 Statutory Holidays

The following days shall be considered Holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday - August  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

6.8 Jury and Witness Duty Leave

An employee who is called upon to:

- (i) serve on a jury or,
- (ii) attend as a witness by subpoena or summons or by providing proof satisfactory to the Employer of being required to attend as a witness in any proceeding held in or under the authority of any court in Canada, or before any legislative committee authorized to compel the attendance of witnesses before it or any person or body of persons authorized by law to compel the attendance of witnesses before it shall be allowed leave of absence with full pay, where full pay is defined as the number of hours scheduled to be worked.

6.9 Time Off for Voting

- (a) Every employee who is a qualified elector in municipal or provincial elections shall, for the purpose of casting his/her vote on an election day, be excused from his/her duties for a period sufficient to allow him/her three (3) consecutive hours immediately prior to the closing of the polls, providing that the employee does not have three (3) consecutive hours to vote during his/her own hours.
- (b) Every employee who is a qualified elector under the Canada Elections Act shall, for the purpose of casting his/her vote on election day, be excused from his/her regular duties for a period sufficient to allow him/her four (4) consecutive hours immediately prior to the closing of the polls, providing that the employee does not have four (4) consecutive hours to vote during his/her own hours,

6.10 Paid Certification and Training Leave

Where the Employer requires as part of its programme delivery, certification or in-service training, the Employer shall pay the full cost, if any, of tuition or attendance, and shall pay the employee at his/her regular hourly rate (including premiums if any) for all hours spent by the employee in such certification or in-service training. Certification as set out above shall not include the maintenance of entrance level qualifications required on hiring.

However, where the Employer requires as part of its programme delivery, recertification of the entrance level qualifications, the Employer shall pay the full tuition costs.

- 6.11 The normal or regular date of retirement of an employee is the first day of the month following the month in which the employee has reached 65 years of age.

#### ARTICLE 7

##### Workplace Safety and Insurance

- 7.1 Every employee who is absent from duty as a result of personal illness or injury arising from his employment within the meaning of the Workplace Safety and Insurance Act, will be provided with medical care and treatment as provided in the Act.
- 7.2 In the event that an employee is able to return to light or modified duties as determined by the Workplace Safety and Insurance Board of Ontario, and the predecessor Worker's Compensation Board of Ontario, the Employer shall attempt to provide such work and the employee shall continue to receive the hourly rate of pay the employee was receiving prior to the date of the accident.
- 7.3 The Union recognizes that re-assignment of a permanently, partially disabled employee to alternate employment may necessitate a change of classification and pay.
- 7.4 It is recognized that where the employee has been reassigned or offered and accepts alternate employment with the Employer, the employee shall be entitled to any lump sum payment or permanent award payable as determined by the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario, and such payment will not reduce the wage or salary the employee will be receiving.

#### ARTICLE 8

##### Probationary Period

- 8.1 Employees shall be considered to be on probation for the first 624 hours they have worked for the Employer.

ARTICLE 9

Seniority

- 9.1 Seniority as referred to in this Agreement shall mean the length of continuous service of an employee within the bargaining unit, provided the employee has completed his/her probationary period. An employee's service shall be continuous provided he/she has not lost seniority as set out in Clause 9.4 below.
- 9.2 Seniority shall accumulate under the following circumstances:
- (a) when the employee is on the active payroll of the Employer;
  - (b) when the employee is off the payroll due to an authorized lay-off of not more than thirty (30) calendar days;
  - (c) when the employee is off the payroll due to an accident, and when the employee is receiving full compensation benefits or permanent disability benefits and a supplement under the Workers' Compensation Act for a period of up to three (3) consecutive months, and the employee has not accepted regular employment with another employer;
  - (d) when the employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this Agreement, except in the circumstances covered in Clauses 6.3 and 6.6(b).
- 9.3 An employee shall retain his/her seniority when he/she is off the payroll of the Employer as follows:
- (a) when the employee is on authorized leave of absence without pay in those situations covered by Clause 6.6(b) for a period of up to twelve (12) months;
  - (b) when the employee is on authorized lay-off of up to six (6) calendar months;
  - (c) when the employee is on Parental Leave of Absence in accordance with Clause 6.3;
  - (d) when the employee is off the payroll due to a work-related accident and when the employee is receiving full compensation benefits or permanent disability benefits and a supplement under the Worker's Compensation Act for a period in excess of three (3) consecutive months and the employee has not accepted regular employment with another employer.

- 9.4 An employee shall lose his/her seniority:
- (a) when the employee is discharged and not re-instated;
  - (b) when the employee resigns;
  - (c) when the employee is off the payroll more than six (6) calendar months due to an authorized lay-off;
  - (d) when the employee fails to report to work following an authorized leave of absence unless the employee has a reasonable explanation acceptable to the Employer;
  - (e) when the employee is absent from work in excess of seven (7) consecutive calendar days or two (2) consecutive scheduled working days, whichever time frame is longer, or fails to report to work after a recall, without the permission of the Employer.
- 9.5 In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and at a later period returns to a position within the scope of this Agreement, the employee shall, subject to Clauses 9.3 and 9.4, retain the seniority which the employee held at the time of transfer, but shall not accumulate any additional seniority for the period during which the employee held the position outside the scope of this Agreement.

9.6 Seniority Lists

The Employer shall provide the Union with a seniority listing of all employees covered by this agreement and shall keep this list updated on a monthly basis. Employees shall have access to the seniority listing from the Employer upon request.

This list shall contain the following information: Name, seniority date and classification (as soon as possible).

The Employer shall provide the Union with a hiring date list of all probationary employees on request as may be required.

ARTICLE 10  
Promotions and Transfers

10.1 Promotions to Positions not Falling Under this Agreement

Part-time employees shall have the right to be considered for any vacant or new Program Worker or Facility Assistant position before persons not employed by the City of Ottawa, providing such employees have the required qualifications of the vacancy or new position.

10.2 Promotions and Transfers to Positions Falling Under this Agreement

- (a) (i) All bargaining unit vacancies and new positions for the Fall/Winter and Summer seasons shall be posted in August and April respectively for not less than five (5) working days. These postings shall be located in all the facilities of the Department of Recreation and Culture.
- (ii) A record of all vacancies and new positions which arise during the work season shall be available to all employees in the central administration office of the Department of Recreation and Culture for a period of not less than five (5) working days in respect to each vacancy or new position. Employees may contact this office for information which shall be provided to them.
- (b) Appointment shall be made of the applicant having the greatest seniority and the required qualifications, academic or otherwise for the position available. The employee's absenteeism, past record and ability to perform the work of the Employer shall be considered.

ARTICLE 11  
Lay-Off and Recall

- 11.1 For the purpose of this agreement, a lay-off shall be defined as an action taken by the Employer which results in a temporary cessation of employment, except during normal annual facility maintenance in pools which shall not exceed three (3) weeks per year and seasonal programme breaks, excluding pools, which shall not exceed four (4) weeks per year, or on a permanent closing of a facility which results in the cessation of employment.
- 11.2 The Employer will notify employees one (1) week prior to a lay-off, provided that the employee has completed his/her probationary period. An employee who has not



completed the probationary period will not be entitled to notice of lay-off under the terms of this Agreement.

11.3 Within the scope of this Agreement, no new employees will be hired until those employees who have been laid-off have been given an opportunity of re-employment

11.4 Lay-Off and Recall Procedure

- (a) In the event of a lay-off, employees will be laid-off in the reverse order of their seniority, within their own classification.
- (b) In the event of a lay-off, employees will be given the opportunity, within the bargaining unit, to bump any employee with less seniority either within their program or within their own facility providing they are able to perform the work available. Employees so bumped may similarly exercise their rights as set out above.
- (c) Employees on lay-off shall be recalled in the order of their seniority within their classification, facility or former program on a bargaining unit wide basis, providing they are able to perform the work available.
- (d) It is the responsibility of every employee to notify the Employer promptly of address and telephone number. If an employee fails to make this notification to the Employer, the Employer shall not be responsible for the failure of notice of recall to reach the employee.

Normally, upon being laid-off, an employee shall be notified of his/her date of recall. In the event that this date is moved forward, the employee(s) shall be notified by registered mail with copies sent to the Union.

**ARTICLE 12**  
Union Representation

12.1 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize as stewards any employees appointed by the Union, and the Union shall notify the Employer in writing of the names of such stewards at the time of their appointment. The Employer shall not be required to recognize any stewards until it has been so notified.

12.2 ( a ) The Union recognizes that no steward shall leave his/her work during working hours to perform his/her duties as a steward except in accordance with this Collective Agreement.

- (b) No steward shall leave his/her work as a steward without obtaining the permission of his/her immediate supervisor. Permission shall not be unreasonably withheld, but if withheld, the steward shall be permitted to contact the Union Office.
  - (c) When requesting permission to leave his/her work during working hours to perform his duties as steward, the steward shall indicate the anticipated time of return and should it be necessary to revise the time of return, he shall notify his immediate supervisor. The steward shall report to his immediate supervisor upon his return to work.
  - (d) The Union recognizes that a steward shall not use such time away from his work except to perform his duties as a steward.
- 12.3 Generally speaking, there shall be one steward appointed for every seventy-five (75) employees.
- 12.4 An employee shall have the right to have a Union Representative or Steward present at any discussion with management, security, or supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or Union Representative to be present at the interview. The Employer may suspend the employee with pay, pending the interview, in an emergency.

**ARTICLE 13**  
Grievance Procedure

- 13.1 For the purposes of this Agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between an employee and the Employer or the Union and the Employer.
- 13.2 The parties to this Agreement share a desire to adjust employee complaints as quickly as possible. An employee shall discuss his/her complaint with his/her immediate supervisor within five (5) days of the occurrence giving rise to the complaint so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

- 13.3 It is agreed that an employee shall not file a grievance until he/she has discussed his complaint with his/her supervisor in accordance with Clause 13.2.
- 13.4 When an employee has presented his/her complaint to his/her supervisor and the complaint has not been resolved to his/her satisfaction within three (3) days of the meeting, he/she may file a grievance with the Union Grievance Committee. The grievance must be signed and dated by the employee within fifteen (15) days of the day on which he/she was notified or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt by him/her of his/her supervisor's reply to his/her complaint, whichever shall last occur.
- 13.5 Where an employee has tiled a grievance with the Union Grievance Committee, the Union may, within ten (10) days from the date thereof, present the grievance to the employee's Department Head or designate. The Department Head or designate shall meet with the grievor and the Union representative within five (5) days from the day on which it was presented and shall, within five (5) days from the meeting, render his/her decision in writing.
- 13.6 If the Department Head or designate:
- (a) fails to meet the grievor and the Union representative, or
  - (b) fails to render his/her decision to the grievor and the Union representative within the times prescribed in Clause 13.5, or
  - (c) the decision is not acceptable to the grievor and the Union representative.
- the Union Grievance Committee may forward a copy of the grievance to the Commissioner of Corporate Services within fifteen (15) days from the day on which the grievance was presented to the Department Head or designate.
- 13.7 The Commissioner of Corporate Services or his designate shall, within seven (7) days after the service of the copy of the grievance upon him/her, meet with the Union Grievance Committee and the Department Head or designate of the employee's department, and shall, within five (5) days after the meeting with the Union Grievance Committee, notify the said Committee in writing of his/her decision with regard to the grievance.
- 13.8 In the event that the decision of the Commissioner of Corporate Services is not acceptable to the Union grievance Committee, the Committee may notify the Commissioner of Corporate Services within ten (10) days of the receipt by it of the decision of the Commissioner of Corporate Services that it desires to submit the

grievance to arbitration for final disposition in accordance with the procedure for Arbitration of Grievances contained in this Agreement,

- 3.9 In the event that the Commissioner of Corporate Services is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the Commissioner of Corporate Services may notify the Chairman of the Union Grievance Committee within ten (10) days of the receipt by the Commissioner of Corporate Services of the decision of the Chairman of the Union Grievance Committee that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with the procedure for Arbitration of Grievances contained in this Agreement.
- 13.10 Where the grievance relates to the discharge of an employee, the grievance procedure shall start with the Commissioner of Corporate Services in accordance with the provisions of Clause 13.7.
- 13.11 Where the grievance is initiated by either the Union or by the Employer, the procedure shall start with the Commissioner of Corporate Services in accordance with the provisions of Clause 13.7.
- 13.12 At any stage in the grievance procedure an employee may be present and shall be represented by the Union in the presentation of a complaint or grievance.
- 13.13 The time limits expressed in this Article are working days and may be extended by mutual agreement between the Union and the Commissioner of Corporate Services. In each case, a request to extend the time limits must be in writing stating the reasons for the request. The Commissioner of Corporate Services or the Union shall reply in writing.

#### ARTICLE 14

##### Arbitration Procedure - Grievances

- 14.1 Any dispute or grievance concerning the interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which having passed through the grievance procedure outlined in the previous Article still remains unresolved, may be submitted to arbitration. Either party to the Agreement desirous of exercising this provision shall give notice of intention to the other party and at the same time appoint its member to the Board of Arbitration. The other party shall, within a period of seven (7) days, appoint its member to the Board of Arbitration. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chairman of the Board.

If, within ten (10) days, the two members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a

Chairman. The decision of the Board of Arbitration shall be final and binding on both parties to the Agreement as well as upon the employee or employees involved in the dispute. The Board of Arbitration shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision, nor to render any decision inconsistent with the terms and content of this Agreement.

- 14.2 Each party shall bear the expenses of its own arbitrator and shall bear equally the expense of the Chairman and all other expenses of the arbitration.
- 14.3 In the case of an employee who has been found to be unjustly suspended or discharged, he shall be reinstated and have all rights and benefits restored.
- 14.4 Nevertheless, in any situation where the Board of Arbitration determines that there is cause for discipline, suspension or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

**ARTICLE 15**  
**Union Security**

- 15.1 The Employer shall deduct from the pay cheque of present members of the Union and all future employees represented by the Union, all normal dues chargeable by the Union and shall remit the same to the Treasurer of the Union once a month. "Normal dues" shall not include entrance fees or special assessments levied by the Union.
- 15.2 The Employer shall supply the Union with an alphabetical order dues check-off list on a bi-weekly basis and the list shall include the following information: Name, Address, Social Insurance Number (or other employee identifier), seniority date, hiring date, classification (as soon as possible) and dues paid.

The Employer agrees to provide the Union, on an annual basis, the numbers of male and female employees in the bargaining unit.

**ARTICLE 16**  
**Personnel Files**

16.1 Access

An employee shall have the right upon sufficient notice to have access to his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. With the written permission of the employee, a Union Representative or Shop Steward shall also have the right of access to an employee's personnel file.

16.2 Discipline

Any notice of disciplinary action which may have been placed on the personal file of an employee shall be removed after not more than eighteen (18) months has elapsed since the disciplinary action has been recorded.

**ARTICLE 17**  
**Salaries and Wages**

17.1 The salaries and wages to be paid to employees covered by this Agreement shall be in accordance with the official schedule of salaries and wages of the Employer as agreed to by the Employer and the Union.

17.2 &Protection on Downward Reclassification

When job duties have been revised in respect to a job or type of job such that the job or type of job has been reclassified downwards, the employee(s) (present incumbents only) shall continue to receive the rate of pay of the job or type of job applicable prior to the downward classification, and shall receive negotiated increases as well.

17.3 Salaries and wages as set forth in this Agreement shall be effective on the first day of the pay period within which the specified dates fall.

**ARTICLE 18**  
**Occupational Health and Safety**

18.1 Employees falling within the scope of this Agreement shall be governed by the provisions of the Ontario Occupational Health and Safety Act.

**ARTICLE 19**  
**Summer Employment**

- 19.1 The Employer shall give first consideration for employment during the summer school vacation period to employees falling within the scope of this Agreement and shall endeavour to do so in accordance with their seniority.
- 19.2 Employees falling under the scope of this agreement who wish to apply for employment with the Employer's Summer Student Employment Program must make written application in accordance with published deadlines.

Employees who fail to make a timely application will be considered should there be no timely applicants who are qualified.

**ARTICLE 20**  
**Job Descriptions and Classifications**

- 20.1 The parties will endeavour to finalize all job descriptions within one (1) year of ratification. Upon preparation, draft job descriptions shall be presented to the Union, along with documentation from incumbents, in a verification process agreed upon between the parties. Each job description shall become the official job description for the position unless the Union objects thereto in writing within thirty (30) days from presentation. Any dispute as to a description which the parties are unable to resolve may be submitted by either party to arbitration pursuant to the arbitration procedure in this Agreement.
- 20.2 Where the Union or any employee concerned considers that:
- (a) a new established position or one which has just been reclassified, has been assigned an improper classification in relation to the remainder of the classification system, or
  - (b) the salary or rate assigned to a newly created classification is incorrect in relation to the remainder of the classification system, or,
  - (c) a significant change in the primary function and/or content of any position or classification has occurred to the extent that the position is improperly classified or the classification is incorrect in relation to the remainder of the classification system,
- a grievance may be filed and processed in accordance with the grievance and arbitration provisions of this Agreement.

**ARTICLE 21**

**Acting Pay**

- 21.1 When an employee has been directed by his Department Head to temporarily perform a majority of the duties of a wage position having a greater hourly rate than the employee's hourly rate, he shall be entitled to the hourly rate including premiums of the position in which he is acting.

**ARTICLE 22**

**Automobile Expenses**

- 22.1 The Employer agrees to reimburse individuals who are authorized by the Employer to use their private vehicles on municipal business for the cost of parking, as well as for any kilometres driven at the rate currently being paid per kilometer to the members of Local 503 covered by the Main Agreement between the Parties. The kilometre rate shall be increased to reflect the changes received by other CUPE Local 503 members as they change for the duration of this Agreement.

**ARTICLE 23**

**Legal Protection**

- 23.1 The Employer agrees to provide legal protection for employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.

**ARTICLE 24**

**Provision of Uniforms**

- 24.1 Where a uniform is issued by the Employer and is required for the carrying out of duties, the Employer shall provide one (1) issue per year unless additional issues are deemed necessary by the Employer.

**ARTICLE 25**

**Cash in Lieu of Benefits**

- 25.1 Upon completion of the probationary period, employees shall be entitled to receive 12% of all earnings in lieu of the following benefits:
- (i) Dental Insurance
  - (ii) Long Term Disability Insurance



- (iii) Life Insurance
- (iv) Extended Health Care Insurance
- (v) Vision Care Insurance
- (vi) Semi-Private Hospitalization Coverage
- (vii) Income Replacement Coverage/Sick Leave
- (viii) Statutory Holiday Pay

25.2 The cash-in lieu of benefits shall be paid bi-weekly.

**ARTICLE 26**  
Feminine Gender or Plural

26.1 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used wherever the context so requires.

**ARTICLE 27**  
Duration of Agreement

- 27.1 This Agreement shall remain in force and effect from January 1, 1999 (except where a clause otherwise provides), to December 31, 2000, and thereafter from year to year.
- 27.2 Should either party to this Agreement wish to seek amendments to, or modifications of, this Agreement and negotiate a new agreement, it shall give notice to the other party not later than the first (1st) day of November in the year in which this Agreement expires.
- 27.3 Within thirty (30) days of the receipt of this notice, the parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

## ARTICLE 28

### Arbitration Respecting Amendments to the Agreement or Terms of a new Agreement

- 28.1 If by January 31st following, notification of the desire to seek amendments or a new agreement, the parties have failed to reach a satisfactory agreement, the parties may mutually agree to request the Minister of Labour of the Province of Ontario to provide the services of an Officer of Conciliation. Failing this, or in the event that no agreement is reached, either party may demand that matters still in disagreement be submitted to arbitration and shall give notice in writing to the other party detailing the points still at issue.
- 28.1 The Board of Arbitration shall consist of three members to be appointed within thirty (30) days of the demand for arbitration and shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union, who, within seven (7) days of their appointment, shall get together for the purpose of selecting the third member who shall act as Chairman.
- 28.3 In the event of disagreement and a selection not being made within seven (7) days after the date on which the two members first meet, either of the members may on not less than two (2) days' notice in writing to the other member, apply to the Minister of Labour of the Province of Ontario to appoint a Chairman.
- 28.4 The decision of the Board of Arbitration shall be final and binding on both parties.
- 28.5 The parties shall each bear the expenses of its own arbitrator, and shall bear equally the expense of the Chairman and all other expenses of the arbitration.

Signed at Ottawa, Ontario this 23 day of MAY, 2000.

THE CORPORATION OF THE  
CITY OF OTTAWA

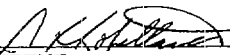
  
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CHIEF ADMINISTRATIVE OFFICER

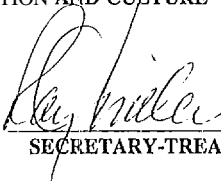
  
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COMMISSIONER OF CORPORATE SERVICES

THE OTTAWA-CARLETON  
PUBLIC EMPLOYEES' UNION

Local 503

RESPECTING SPECIFIC PART-TIME EMPLOYEES  
OF THE DEPARTMENT OF RECREATION AND CULTURE

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY-TREASURER

APPENDIX A

Classifications

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Cashier	Head Guard
Facility Attendant	Head Instructor
Facility Attendant - SOP	Specialized Instructor A
Sports Leader	Specialized Instructor B
Public Skating Attendant	Specialized Instructor C
Recreation Programmer	Instructor - NLS
Weight Room Attendant	Instructor - Swimming
Instructor - First Aid	Facility Operator
Rec Co-Ord (SN)	Operator Assistant
L i f e g u a r d	

APPENDIX B

Pay Rates by Schedule

Effective: 29-Jun-99

Part-Time Recreation Group

Hourly Wage

	-----1-----	-----2-----	-----3-----	-----4-----
BAND 1				
Cashier	\$7.21	\$7.38	\$7.58	\$7.89
Facility Attendant				
Facility Attendant SOP				
BAND 2				
	\$7.48	\$7.67	\$7.89	\$8.09
BAND 3				
Sports Leader	\$7.77	\$7.98	\$8.18	\$8.39
BAND 4				
Public Skating Attendant	\$8.09	\$8.30	\$8.56	\$8.73
BAND 5				
Recreation Programmer	\$8.41	\$8.64	\$8.86	\$9.06
Weight Room Attendant				
BAND 6				
Instructor - First Aid	\$8.74	\$8.96	\$9.21	\$9.42
BAND 7				
Rec Co-Ord (SN)	\$9.07	\$9.32	\$9.57	\$9.77
BAND 8				
	\$9.43	\$9.67	\$9.93	\$10.19
BAND 9				
Lifeguard	\$9.80	\$10.05	\$10.31	\$10.58
BAND 10				
	\$10.19	\$10.45	\$10.73	\$11.01
BAND 11				
Head Guard	\$13.24	\$13.59	\$13.96	\$14.30
Head Instructor				
BAND 12				
Specialized Instructor A	\$11.06	\$11.56	\$12.26	\$13.04
Specialized Instructor B	\$12.72	\$13.64	\$16.20	\$18.57
Specialized Instructor C	\$17.99	\$19.64	\$22.54	\$24.11
BAND 13				
Instructor - NLS	\$12.25	\$12.56	\$12.89	\$13.22
Instructor - Swimming				
DON GAMBLE ONLY				
Facility Operator Band 14	\$13.63	\$14.49	\$15.35	\$16.20
Operator Assistant Band 15	\$9.97	\$10.40	\$10.88	\$11.35

Pay Rates by Schedule  
 Part-Time Recreation Group  
 Hourly Wage

Effective: 23-Dec-99

	-----1-----	-----2-----	-----3-----	-----4-----
BAND 1 Cashier Facility Attendant Facility Attendant-SOP	\$7.35	\$7.53	\$7.73	\$8.05
BAND 2	\$7.63	\$7.82	\$8.05	\$8.25
BAND 3 Sports Leader	\$7.93	\$8.14	\$8.34	\$8.56
BAND 4 Public Skating Attendant	\$8.25	\$8.47	\$8.69	\$8.90
BAND 5 Recreation Programmer Weight Room Attendant	\$8.58	\$8.81	\$9.04	\$9.24
BAND 6 Instructor - First Aid	\$8.91	\$9.14	\$9.39	\$9.61
BAND 7 Rec Co-Ord(SN)	\$9.25	\$9.51	\$9.76	\$9.97
BAND 8	\$9.62	\$9.86	\$10.13	\$10.39
BAND 9 Lifeguard	\$10.00	\$10.25	\$10.52	\$10.79
BAND 10	\$10.39	\$10.66	\$10.94	\$11.23
BAND 11 Head Guard Head Instructor	\$13.50	\$13.86	\$14.24	\$14.59
BAND 12 Specialised Instructor A Specialized Instructor B Specialised Instructor C	\$11.28 \$12.97 \$18.35	\$11.79 \$13.91 \$20.03	\$12.51 \$16.52 \$22.99	\$13.30 \$18.94 \$24.59
BAND 13 Instructor - NLS Instructor - Swimming	\$12.50	\$12.81	\$13.15	\$13.49
DON GAMBLE ONLY Facility Operator BAND 14 Operator Assistant BAND 15	\$13.90 \$10.17	\$14.78 \$10.61	\$15.66 \$11.10	\$16.52 \$11.58

Pay Rates by Schedule  
Part-Time Recreation Group  
Hourly Wage

Effective: 22-Jun-2000

	1	2	3	4
BAND 1 Cashier Facility Attendant Facility Attendant - SOP	\$7.39	\$7.57	\$7.77	\$8.09
BAND 2	\$7.67	\$7.86	\$8.09	\$8.29
BAND 3 Sports Leader	\$7.97	\$8.18	\$8.38	\$8.60
BAND 4 Public Skating Attendant	\$8.29	\$8.51	\$8.73	\$8.94
BAND 5 Recreation Programmer Weight Room Attendant	\$8.62	\$8.85	\$9.09	\$9.29
BAND 6 Instructor - First Aid	\$8.95	\$9.19	\$9.44	\$9.66
BAND 7 Rec Co-Ord (SN)	\$9.30	\$9.56	\$9.81	\$10.02
BAND 8	\$9.67	\$9.91	\$10.18	\$10.44
BAND 9 Lifeguard	\$10.05	\$10.30	\$10.57	\$10.84
BAND 10	\$10.44	\$10.71	\$10.99	\$11.29
BAND 11 Head Guard Head Instructor	\$13.56	\$13.94	\$14.31	\$14.66
BAND 12 Specialised Instructor A	\$11.34	\$11.85	\$12.57	\$13.37
Specialised Instructor B	\$13.03	\$13.98	\$16.60	\$19.03
Specialized Instructor C	\$18.44	\$20.13	\$23.10	\$24.71
BAND 13 Instructor -NLS Instructor - Swimming	\$12.56	\$12.87	\$13.21	\$13.55
DON GAMBLE ONLY Facility Operator Band 14	\$13.97	\$14.85	\$15.74	\$16.60
Operator Assistant Band 15	\$10.22	\$10.66	\$11.16	\$11.64

APPENDIX 1

Letter of Understanding

Between

The Corporation of the City of Ottawa

- and -

The Ottawa-Carleton Public Employees Union, CUPE Local 503

Re: Joint Job Evaluation Program

The parties agree that once a Joint Job Evaluation Program for the employees covered by the Part-Time Recreation and Culture Bargaining Unit is in place and implemented, Article 20 will become redundant.

As such, effective the implementation date of the Job Evaluation Plan for this Bargaining Unit, it is agreed that the present Article 20 will become inoperative and will be replaced by a new Article 20 entitled "Job Description and Job Evaluation". Further, the Parties agree that wording similar to that found at Article 23 of the Collective Agreement, commonly referred to as the "Main Agreement" between the Corporation and Local 503, will be agreed to.

Dated at Ottawa this 16<sup>th</sup> day of November, 1995.

For the Employer:

For the Union:

original signed by Brent Clary

original signed by David Green