

COLLECTIVE AGREEMENT

between

**The Ottawa-Carleton Public Employees' Union
Local 503**

in affiliation with

The Canadian Union of Public Employees (C.L.C.)

and

The City of Ottawa

**Respecting specific
Part-time employees
within the Department of People Services
(Recreation and Culture)**

Expiry: December 31, 2003

TABLE OF CONTENTS

<u>ARTICLE 1</u>	2
<u>SCOPE</u>	2
<u>ARTICLE 2</u>	2
<u>RESPONSIBILITIES OF THE PARTIES</u>	2
<u>ARTICLE 3</u>	3
<u>MANAGEMENT RIGHTS</u>	3
<u>ARTICLE 4</u>	4
<u>HOURS OF WORK</u>	4
<u>ARTICLE 5</u>	5
<u>PREMIUMS</u>	5
<u>ARTICLE 6</u>	6
<u>LEAVE</u>	6
<u>ARTICLE 7</u>	10
<u>WORKPLACE SAFETY AND INSURANCE</u>	10
<u>ARTICLE 8</u>	11
<u>PROBATIONARY PERIOD</u>	11
<u>ARTICLE 9</u>	11
<u>SENIORITY</u>	11
<u>ARTICLE 10</u>	14
<u>PROMOTIONS AND TRANSFERS</u>	14
<u>ARTICLE 11</u>	15
<u>LAYOFF AND RECALL</u>	15
<u>ARTICLE 12</u>	16
<u>UNION REPRESENTATION</u>	16
<u>ARTICLE 13</u>	17
<u>GRIEVANCE PROCEDURE</u>	17
<u>ARTICLE 14</u>	20
<u>ARBITRATION PROCEDURE</u>	20
<u>ARTICLE 15</u>	21

<u>UNION SECURITY</u>	21
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TABLE OF CONTENTS

<u>ARTICLE 16</u>	21
<u>PERSONNEL FILES</u>	21
<u>ARTICLE 17</u>	22
<u>SALARIES AND WAGES</u>	22
<u>ARTICLE 18</u>	23
<u>OCCUPATIONAL HEALTH AND SAFETY</u>	23
<u>ARTICLE 19</u>	23
<u>SUMMER EMPLOYMENT</u>	23
<u>ARTICLE 20</u>	24
<u>JOB DESCRIPTIONS AND CLASSIFICATIONS</u>	24
<u>ARTICLE 21</u>	24
<u>ACTING PAY</u>	24
<u>ARTICLE 22</u>	24
<u>AUTOMOBILE EXPENSES</u>	24
<u>ARTICLE 23</u>	25
<u>LEGAL PROTECTION</u>	25
<u>ARTICLE 24</u>	25
<u>PROVISION OF UNIFORMS/PERSONAL EQUIPMENT</u>	25
<u>ARTICLE 25</u>	25
<u>CASH IN LIEU OF BENEFITS</u>	25
<u>ARTICLE 26</u>	26
<u>UNION/MANAGEMENT CONSULTATION COMMITTEE (UMCC)</u>	26
<u>ARTICLE 27</u>	26
<u>DURATION OF AGREEMENT</u>	26
<u>ARTICLE 28</u>	26
<u>ARBITRATION RESPECTING AMENDMENTS TO THE AGREEMENT</u>	26
<u>OR TERMS OF A NEW AGREEMENT</u>	26
<u>APPENDIX A</u>	28

TABLE OF CONTENTS

<u>APPENDIX B</u>	29
<u>DEFINITIONS FOR THE PURPOSES OF THIS AGREEMENT</u>	29
<u>APPENDIX C</u>	30
<u>CLASSIFICATION & SALARY SCALES</u>	30
<u>APPENDIX D</u>	31
<u>APPENDIX E</u>	32
<u>HOURLY RATES OF PAY</u>	32
<u>APPENDIX E</u>	33
<u>HOURLY RATES OF PAY</u>	33
<u>APPENDIX E</u>	34
<u>HOURLY RATES OF PAY</u>	34
<u>APPENDIX 1</u>	35
<u>LETTER OF UNDERSTANDING</u>	36
<u>MEMORANDUM OF AGREEMENT</u>	37

PREAMBLE

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.

ARTICLE 1

SCOPE

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees employed for not more than an average of twenty-four (24) hours per week, or on a casual as-required basis, whose primary responsibility is the performance of duties related to the delivery of sports, recreation and cultural programs, save and except persons hired for special recurring or non-recurring events (e.g., Winterlude) students or persons employed during the school vacation period (April 1st to September 7th) volunteers*, members of the other bargaining units at the City of Ottawa and any other persons excluded under the provisions of the Ontario Labour Relations Act. Positions falling within the scope of this bargaining unit include but are not limited to the general classifications specified in Appendix 1.

***Clarification Note:**

The Parties agree to maintain the historical practices regarding the use of volunteers.

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 Parties agree that every employee has a right to freedom from harassment in the workplace and to equitable treatment with respect to employment or continuing employment and membership in the Union without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap. The above-noted grounds shall be as they are defined in the Ontario Human Rights Code, R.S.O. 1990, as amended.
- 2.3 The Parties agree that complaints of a breach of 2.2 shall first be dealt with under the Employer's Workplace Harassment Policy process as the same may be amended from time to time. Should the complainant be dissatisfied with the process or the outcome of the process, the complainant may submit a grievance, which shall begin at Step 2 of the grievance process.

- 2.4 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.
- 2.5 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.
- 2.6 The Employer agrees to recognize the Union's Labour Representatives.
- 2.7 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.
- 2.8 The Employer agrees that any public reports or recommendations to be made to the Health, Recreation and Social Services Committee dealing with matters covered by this Agreement will be provided to the Secretary of the Union at the Union office, prior to the report or recommendation being dealt with by 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 the 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 will not be construed as concurrence by the Union with the report or recommendation.

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 and 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.
- 3.2 The provisions of the present Collective Agreement shall prevail in the event of any contradiction between a provision of the present Collective Agreement and any past

custom, policy, or practice of the Employer.

- 3.3 In exercising its management rights the Employer will not act in a manner that is arbitrary, discriminatory or in bad faith.

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 City of Ottawa.

4.2 Standard Hours of Work

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 The standard hours of work may be increased up to eight (8) hours per day, forty (40) hours per week to offer programs in the event of unforeseen school closures during the school year.
- 4.2.4 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.
- 4.2.5 The Employer may, with the approval of the Union, require employees to work more than twenty-four (24) hours per week where the Employer identifies a specific need or program. The Employer and the Union agree to participate in meaningful consultation on a case-by-case basis to discuss the specifics of each situation and all agreements must be confirmed in writing.

4.3 Meal period

When employees are scheduled to work more than five (5) consecutive hours, a meal period of one-half (1/2) hour shall be provided. Meal period, as specified in this Article, is outside the limitation of hours to be worked and is not paid time. However, where an employee is required and is authorized to work through his/her meal period, the employee will be paid at straight time rates.

ARTICLE 5

PREMIUMS

Preamble

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.

5.1 Overtime

No employee shall work overtime unless authorized by the General Manager of the Department or designate. Overtime shall be defined as time worked 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 at least four (4) hours prior to the start of the shift 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.

ARTICLE 6

LEAVE

6.1 Vacation Leave

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) 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 service 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%.

6.1.1 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.

6.1.2 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 the date of reemployment.

6.1.3 An employee shall be entitled to take, at a mutually agreeable time, a leave of absence without pay of up to two weeks per year.

6.2 Bereavement Leave

- 6.2.1 Where an employee is unable to report for duty in the event of the death of a spouse (including common-law and same sex relationship), brother, sister, parent, person standing in loco parentis 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.
- 6.2.2 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.
- 6.2.3 The Union recognizes that Bereavement Leave is intended to be used at the time of the death and/or funeral. The Employer recognizes that there may be situations when part or all of an employee's entitlement may be requested and shall be granted at a later date in order to attend to matters related to the bereavement.

6.3 Parental Leave

An employee who has completed thirteen (13) weeks of service with the Employer, upon written request to the Manager, shall be granted parental leave of absence without pay for a period of up to twelve (12) months. This leave shall only be used for adoption or birth of an employee's child.

Female employees with a minimum of twelve (12) months of seniority shall be entitled to receive a topping-up of their Employment 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 of their Employment 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 E.I. benefits. This topping-up arrangement is subject to the approval of Human Resources Development Canada.

While on Parental Leave:

- (i) the employee shall accumulate seniority;
- (ii) the employee's increment date shall remain unchanged.

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 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 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:

Canada Labour Congress
Ontario Federation of Labour
Canadian Union of Public Employees
Ontario Division of CUPE

The Union will attempt to notify the employee's full-time supervisor at least twenty (20) working days prior to the date they will be leaving to attend a convention. A copy of this notification will be provided by the Union to the Director, Labour Relations. 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

Employees who desire leave of absence without pay shall make application to the General Manager. Such request shall not be unreasonably denied.

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 Public 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

- 6.7.1 In addition to those holidays set out above, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario shall be a public holiday.

6.8 Jury and Witness Duty Leave

An employee who is called upon to serve on a jury or, 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

Every employee who is a qualified elector in municipal, provincial or federal 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.

6.10 Paid Certification and Training Leave

Where the Employer requires as part of its program 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 program delivery, recertification of the entrance level qualifications, the Employer shall provide training or reimburse the tuition costs, upon successful completion.

6.11 Retirement Date

The normal or regular date of retirement of an employee is the first day of the month following the month in which the employee 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 re-assigned 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 New part-time employees shall be on a probationary period for 624 cumulative paid hours of work.
- 8.2 The Employer may, with notification to the Union, extend the probationary period as specified above for up to an additional period of three calendar months, but in all cases the notification must be in writing.
- 8.3 No disputes concerning the termination with proper cause of probationary employees shall be considered under the Grievance or Arbitration procedures as outlined in this Agreement.
- 8.4 For the purposes of this Article it is recognized that the 624 cumulative paid hours is defined as 624 cumulative paid hours with no break in service of more than six (6) months.

ARTICLE 9

SENIORITY

- 9.1 (a) Seniority is defined as the length of continuous service with the Employer subject to completion of the probationary period and shall include service with the Employer prior to January 1, 2001 as agreed to in Appendix A (Seniority Dovetailing Calculations).
- (b) Effective January 1, 2001, the accrual of seniority for part-time employees shall be based upon five points for every seven hours worked to a maximum of 1825 points in a calendar year.

- (c) At each year-end, the total number of points will be carried over into the subsequent year; however, there will be NO carryover of accumulated hours. Hours accumulation will begin from zero at the start of each calendar year.

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 six (6) months or less;
- (c) when the employee is off the payroll due to a workplace illness or injury and when the employee is receiving full compensation benefits or permanent disability benefits and a supplement under the Workplace Safety and Insurance 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.

9.3 An employee shall retain but not accumulate seniority in the following circumstances:

- (a) when the employee is on authorized leave of absence without pay in those situations covered by Clause 6.6 for a period of up to twelve (12) months;
- (b) when the employee is on authorized lay-off for an additional six (6) calendar months to that specified in 9.2(b);
- (c) 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 Workers' Safety and Insurance 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 off the payroll more than twelve (12) calendar months due to an authorized layoff;
- (b) 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;
- (c) 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;
- (d) when the employee is discharged and not re-instated;
- (e) when the employee resigns.

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 the 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 bi-annual (January 15th and June 15th) basis. Employees shall have access to the seniority listing from the Employer upon request. The list available to employees shall contain employee name, seniority and substantive position title and work location.

Two lists shall be provided to the Union: one in alphabetical order, the other in order of seniority and each list shall contain the name, seniority, substantive position title and work location, home mailing address and employee number.

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 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

- (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 major facilities where the sports, recreation and culture functions are carried out by the employees covered by this Agreement.
- (ii) A record of all vacancies and new positions which arise during the work season shall be available to all employees in the Human Resources Service Bureau of the People Services Department 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.

10.3 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

LAYOFF AND RECALL

- 11.1 For the purposes of this Article, a lay-off shall be defined as a temporary cessation of employment instituted by the Employer because of lack of work, during which the employee is not paid, except due to the cancellation or suspension of a program/service or other external factors beyond the control of the Employer and except during normal annual facility maintenance which shall not exceed three (3) weeks per year and seasonal program 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.

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 subject to the conditions of recall set forth in this Agreement.

11.3 Layoff and Recall Procedure

- 11.3.1 In the event of a lay-off, employees shall be laid off in the reverse order of their seniority, within their own classification and District, provided the remaining employees have the required knowledge, ability and qualifications to do the job.
- 11.3.2 In the event of a layoff employees shall, where positions are available, be given the opportunity to be placed into a vacant position within the District from which they were laid off, provided employees meet the criteria outlined in Clause 10.3 and provided such positions are equal to or less than their present classification.
- 11.3.3 If not placed as per Clause 11.3.2, such employees shall be given an opportunity to bump the most junior employee within an equal or lower classification within the District from which they were laid off, provided the employee has the required knowledge, ability and qualifications to do the job. Employees so bumped may similarly exercise their rights as set out above.

In the event that the most junior employee within a District is bumped and has no opportunity to exercise a bump within his/her own District, that employee shall be entitled to exercise seniority to maintain employment in the Bargaining Unit by bumping the most junior employee within an equal or lower classification within the Bargaining Unit. The employee exercising the bump must have the required knowledge, ability and qualifications to do the job.

11.3.4 Employees on lay-off shall be recalled in the order of their seniority within their classification or facility or former program within their District, provided they have the required knowledge, ability and qualifications to do the job.

11.3.5 It is the responsibility of every employee to notify the Employer promptly of his/her most current 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.

All layoff and recall notices shall be copied to the Union's office.

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

12.3 No steward shall leave his/her work as a steward without obtaining the permission of his/her full-time supervisor. Permission shall not be unreasonably withheld, but if withheld, the steward shall be permitted to contact the Union Office.

12.4 When requesting permission to leave his/her work during working hours to perform his/her 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 full-time supervisor. The steward shall report to his full-time supervisor upon his/her return to work.

12.5 There shall be approximately one steward appointed for every sixty (60) employees.

- 12.6 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.
- 12.7 The Union recognizes that a steward shall not use such time away from his work except to perform his duties as a steward.

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 Complaint Step
- 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 ten (10) days of the occurrence giving rise to the complaint, where possible, 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/her 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 ten (10) 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 thirty (30) 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 Step 1

Where an employee has filed a grievance with the Union Grievance Committee, the Union may, within ten (10) days from the date thereof, present the grievance to the Director or designate, with a copy to both the appropriate Manager, Human Resource Services and the Director of Labour Relations. The Director with whom the grievance has been filed, or designate, shall meet with the grievor and the Union representative within ten (10) days from the day on which it was received and date-stamped by his/her office and shall, within ten (10) days from the meeting, render his/her decision in writing.

13.6 If the Director or designate:

- (i) fails to meet the grievor and the Union representative; or
- (ii) fails to render his/her decision to the grievor and the Union representative within the time prescribed in Clause 13.5, or
- (iii) 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 General Manager or designate, with a copy to both the Manager, Human Resource Services and the Director of Labour Relations, within thirty (30) days from the day on which the grievance was received and date-stamped by the office of the Director or designate.

13.7 Step 2

The General Manager or designate shall, within ten (10) days of the date the grievance was received and date-stamped in his/her office, meet with the grievor and the Union representative, and shall within ten (10) days of the meeting, notify the Union in writing of his/her decision with regard to the grievance.

- 13.8 In the event the decision of the General Manager or designate is not acceptable to the Union, the Union may notify the Director of Labour Relations of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement, within ten (10) days of the receipt and date-stamp by the Union office of the decision.

13.9 Employer Grievance

In the event that the General Manager, Human Resources Department or designate is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the General Manager, Human Resources Department or designate may notify the Chair of the Union Grievance Committee within ten (10) days of the receipt and date-stamp by the office of the General Manager, Human Resources Department or designate, of the decision of the Chair 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 Discharge Grievance

Where a grievance relates to the discharge of an employee, the grievance procedure shall start with the General Manager or designate, with a copy to the appropriate Manager, Human Resource Services and the Director of Labour Relations in accordance with Step 2 (Clause 13.7).

13.11 Policy Grievance

Where a policy grievance is initiated by the Union, the grievance procedure shall start with the General Manager of Human Resources with a copy to the Director of Labour Relations in accordance with Step 2 (Clause 13.7).

13.12 At any stage in the grievance procedure the grievor may be present and shall be represented by the Union in the presentation of their complaint or grievance.

13.13 The time limits expressed in this Article are working days and may only be extended by mutual agreement between the Union and the Director of Labour Relations or designate.

ARTICLE 14

ARBITRATION PROCEDURE

- 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 Article 13 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) working 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 Chair of the Board. The Parties may mutually agree to use a single arbitrator in lieu of a Board.
- 14.2 If within ten (10) working days the two (2) members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair. 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.
- 14.3 The Board of Arbitration or single Arbitrator 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.
- 14.4 Each Party shall bear the expenses of its own member and shall bear equally the expense of the Chair or the single Arbitrator and all other expenses of the arbitration.
- 14.5 In the case of an Employee who has been found to be unjustly suspended or discharged, he/she shall be reinstated and have all rights and benefits restored.
- 14.6 Nevertheless, in any situation where the Board of Arbitrator or the single Arbitrator 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.

14.7 List of Arbitrators

The Union and the Director of Labour Relations shall, by mutual agreement, establish a list of “agreed to” arbitrators, who may be used as determined by the Parties sitting as single arbitrators or as members of Arbitration Boards as described in 14.1.

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 Secretary-Treasurer of the Union bi-weekly. “Normal dues” shall not include any entrance fees or special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the members’ retroactive pay cheques and remitted to the Secretary-Treasurer of 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, employee number, seniority date, hiring date, substantive position title and dues paid during the preceding month and on a year-to-date basis.

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 Employees shall have the right upon providing five (5) working days written notification to their Manager Human Resources Services to review their personnel file, in the presence of their Manager Human Resources Services or designate, and may respond in writing to any document contained therein. Such response shall become part of their personnel file.

- 16.2 Any notice of disciplinary action which may have been placed on the personnel 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 Employees are eligible for salary and wage increments after every 15 months, or until they reach the maximum of the pay grade. The normal effective date for the implementation of an employee's salary and wage increment within a pay range, shall be the actual date on which the increment is due.
- 17.3 The Employer may deny an increment to an employee if it is dissatisfied with the employee's performance. The reason for such a denial must be communicated to the employee in writing at least two (2) weeks, but not more than six (6) weeks before the date on which the increment is due.
- 17.4 Where an increment has been denied such increments shall be granted on any day prior to the employee's next increment date. The employee shall retain his/her increment date.
- 17.5 Salary 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 any negotiated increases.
- 17.6 Salaries and wages as set forth in this Agreement shall be effective on the actual date.

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.
- 18.2 The Employer and the Union shall endeavour to provide a safe and healthy environment for employees through the Community Services Joint Occupational Health and Safety Committees.
- 18.3 The Employer shall provide 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. The Community Services Joint Occupational Health and Safety Committees shall review such training and education programs on an ongoing basis to ensure that they are satisfactory.

ARTICLE 19

SUMMER EMPLOYMENT

- 19.1 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 the published deadlines.
- 19.2 The Employer shall give first consideration for employment during the summer school vacation to employees falling within the scope of this Agreement and shall endeavour to do so in accordance with their seniority.
- 19.3 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 Joint Job Evaluation/Pay Equity program as agreed upon between the Parties and as set out in the Joint Job Evaluation/Pay Equity Memorandum of Agreement, shall govern all matters referred to therein, and is not subject to interest arbitration.
- 20.2 A review of a Job Rating may be requested, where there has been a change in duties, and/or responsibilities, and/or job requirement, or where there is a new and unique permanent or temporary job. Such reviews are not subject to the grievance and arbitration process set out in Articles 13 and 14, but instead are handled in accordance with the Joint Job Evaluation/Pay Equity Memorandum of Agreement.

ARTICLE 21

ACTING PAY

- 21.1 When an employee has been directed by his/her Manager to temporarily perform a majority of the duties of a wage position having a greater hourly rate than the employee's hourly rate, the employee shall be entitled to the hourly rate including premiums of the position in which the employee 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 city business for the cost of parking, as well as for any kilometres driven on the Employer's business at a rate of 39 cents per kilometre.

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/PERSONAL EQUIPMENT

- 24.1 Where a uniform/personal equipment 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. Employees are responsible for maintaining and cleaning uniforms/personal equipment on a regular basis.
- 24.2 The Employer agrees to provide hats/caps and/or t-shirts where required for protection and/or identification.

ARTICLE 25

CASH IN LIEU OF BENEFITS

- 25.1 Upon completion of the probationary period or after two years of continuous service whichever first occurs, employees shall receive 12% added on to their hourly rate for all paid hours 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
 - (vi) Income Replacement Coverage/Sick Leave
 - (vii) Public Holiday Pay

ARTICLE 26

UNION/MANAGEMENT CONSULTATION COMMITTEE (UMCC)

- 26.1 A committee known as the Union/Management Consultation Committee shall consist of two (2) representatives from the Union and two (2) representatives from the Employer. The committee structure may be amended as required and agreed upon between the Parties.
- 26.2 The Committee shall meet twice a year (i.e., January, June). Either Party may formally request that a meeting of the Committee be held and the meeting shall be convened within seven (7) working days.
- 26.3 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.

ARTICLE 27

DURATION OF AGREEMENT

- 27.1 This Agreement shall remain in force and effect from January 1, 2001 to December 31, 2003, and thereafter from year to year.

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.
- 28.2 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 Chair.

- 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 Chair.
- 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 Chair and all other expenses of the arbitration.

APPENDIX A

SENIORITY DOVETAILING CALCULATION

Day 1 Seniority List (as of January 1, 2001)

Part-Time Employees

- Length of service x 1095 = points for seniority ranking
- Date of hire with the predecessor employer will be used to determine the length of service

The Cognos Cube is the reference tool that contains information for all merging municipalities and shall be used as the information source for seniority dates and hire dates as applicable.

APPENDIX B

DEFINITIONS FOR THE PURPOSES OF THIS AGREEMENT

Service: No employee shall be deemed to have ceased to be continually employed by reason only of being absent from work on statutory holidays, on parts of regular working days, or on any leave duly authorized under the provisions of this Agreement or because of any period of non-employment lasting less than six (6) calendar months.

APPENDIX C

CLASSIFICATION & SALARY SCALES

The Parties agree to maintain the Joint Job Evaluation/Pay Equity Program and the established classifications. The established classifications may be expanded upon to reflect additional positions, which did not form part of the establishment of the previous City of Ottawa.

All new positions falling within this agreement will be slotted into the existing pay bands (Appendix D). Placement in the pay Band will be at the rate closest to but not less than the employee's present rate. Any new position shall be subject to review under the Joint Job Evaluation/Pay Equity provisions. If it is found that the present band list (band 1 –13) is not extensive enough to accommodate rates which are greater than the existing Bands, the list of pay Bands may be extended beyond the present Band 13.

Upon completion of this process, should a position be classified through the Joint Job Evaluation/Pay Equity process higher than it was originally slotted, the incumbent shall be compensated for the period of employment in the position retroactive to September 1, 2002 or if later on the date of appointment to the position.

For those employees whose present rate of pay exceeds the maximum rate of pay of the existing pay Band in which they are placed or whose rate of pay would place them beyond existing pay Band 13, such employees shall continue to receive their rate of pay but will be subject to the provisions of Clause 17.5.

APPENDIX D

To be developed in conjunction with Appendix E (Pay Rates by Schedule).

APPENDIX E

HOURLY RATES OF PAY

PROPOSED PART-TIME RECREATION & CULTURE PAY SCHEDULE

Effective September 1, 2002

BAND	STEPS			
	1	2	3	4
1	\$7.538	\$7.721	\$7.925	\$8.252
2	\$7.823	\$8.017	\$8.252	\$8.456
3	\$8.129	\$8.344	\$8.548	\$8.772
4	\$8.456	\$8.680	\$8.905	\$9.119
5	\$8.792	\$9.027	\$9.272	\$9.476
6	\$9.129	\$9.374	\$9.629	\$9.853
7	\$9.486	\$9.751	\$10.006	\$10.220
8	\$9.863	\$10.108	\$10.384	\$10.649
9	\$10.251	\$10.506	\$10.781	\$11.057
10	\$10.649	\$10.924	\$11.210	\$11.516
11	\$13.831	\$14.219	\$14.596	\$14.953
12				
<i>Specialized Instructor A</i>	\$11.567	\$12.087	\$12.821	\$13.637
<i>Specialized Instructor B</i>	\$13.291	\$14.260	\$16.932	\$19.411
<i>Specialized Instructor C</i>	\$18.809	\$20.533	\$23.562	\$25.204
13	\$12.811	\$13.127	\$13.474	\$13.821
<i>DON GAMBLE ONLY</i>				
14	\$14.249	\$15.147	\$16.055	\$16.932
15	\$10.424	\$10.873	\$11.383	\$11.873

APPENDIX E

HOURLY RATES OF PAY

PROPOSED PART-TIME RECREATION & CULTURE PAY SCHEDULE

Effective January 1, 2003

BAND	STEPS			
	1	2	3	4
1	\$7.726	\$7.914	\$8.123	\$8.458
2	\$8.019	\$8.217	\$8.458	\$8.667
3	\$8.332	\$8.553	\$8.762	\$8.991
4	\$8.667	\$8.897	\$9.128	\$9.347
5	\$9.012	\$9.253	\$9.504	\$9.713
6	\$9.357	\$9.608	\$9.870	\$10.099
7	\$9.723	\$9.995	\$10.256	\$10.476
8	\$10.110	\$10.361	\$10.644	\$10.915
9	\$10.507	\$10.769	\$11.051	\$11.333
10	\$10.915	\$11.197	\$11.490	\$11.804
11	\$14.177	\$14.574	\$14.961	\$15.327
12				
<i>Specialized Instructor A</i>	\$11.856	\$12.389	\$13.142	\$13.978
<i>Specialized Instructor B</i>	\$13.623	\$14.617	\$17.355	\$19.896
<i>Specialized Instructor C</i>	\$19.279	\$21.046	\$24.151	\$25.834
13	\$13.131	\$13.455	\$13.811	\$14.167
<i>DON GAMBLE ONLY</i>				
14	\$14.605	\$15.526	\$16.456	\$17.355
15	\$10.685	\$11.145	\$11.668	\$12.170

APPENDIX E

HOURLY RATES OF PAY

PROPOSED PART-TIME RECREATION & CULTURE PAY SCHEDULE

Effective July 1, 2003

BAND	STEPS			
	1	2	3	4
1	\$7.765	\$7.954	\$8.164	\$8.500
2	\$8.059	\$8.258	\$8.500	\$8.710
3	\$8.374	\$8.596	\$8.806	\$9.036
4	\$8.710	\$8.941	\$9.174	\$9.394
5	\$9.057	\$9.299	\$9.552	\$9.762
6	\$9.404	\$9.656	\$9.919	\$10.149
7	\$9.772	\$10.045	\$10.307	\$10.528
8	\$10.161	\$10.413	\$10.697	\$10.970
9	\$10.560	\$10.823	\$11.106	\$11.390
10	\$10.970	\$11.253	\$11.547	\$11.863
11	\$14.248	\$14.647	\$15.036	\$15.404
12				
Specialized Instructor A	\$11.915	\$12.451	\$13.208	\$14.048
Specialized Instructor B	\$13.691	\$14.690	\$17.442	\$19.995
Specialized Instructor C	\$19.375	\$21.151	\$24.272	\$25.963
13	\$13.197	\$13.522	\$13.880	\$14.238
DON GAMBLE ONLY				
14	\$14.678	\$15.604	\$16.538	\$17.442
15	\$10.738	\$11.201	\$11.726	\$12.231

APPENDIX 1

Attendant
Cashier
Leader
Programmer
Operator
Assistant
Monitor
Coordinator
Director
Driver
Lifeguard
Instructor
And other general classifications of a like nature.

LETTER OF UNDERSTANDING

**BETWEEN
CITY OF OTTAWA**

AND

OTTAWA-CARLETON PUBLIC EMPLOYEES UNION LOCAL 503 CUPE

The Parties agree that the expeditious resolution of workplace disputes is mutually beneficial. As a result, the Parties have initiated a trial process to hold pre-arbitration meetings on a regular basis. As well, the Parties have set up a trial Mediation/Arbitration process. The parties will meet on a regular ongoing basis to evaluate the success of these trial processes. The Parties further commit to working in good faith toward Alternative Dispute Resolution processes in an effort to resolve grievances referred to arbitration under Article 14 of the Collective Agreement within a maximum of one year from the date of that referral.

Dated in Ottawa on March 27, 2002

For the Employer

For the Union

(without prejudice)

MEMORANDUM OF AGREEMENT

RE: JOINT JOB EVALUATION/PAY EQUITY PROGRAM

The Parties agree that the following documents represent the agreements between the Employer and the Union for the administration of the Joint Job Evaluation/Pay Equity Program for the CUPE Local 503 Part-time Recreation and Culture bargaining unit:

1. Memorandum of Agreement between the Ottawa-Carleton Public Employees' Union, CUPE Local 503 and the Corporation of the City of Ottawa (referenced as "Terms of Settlement" concerning the internal equity and evaluation of all jobs for the Part-Time Recreation and Culture bargaining unit) – Signed 30 November 1999.
2. Pay Equity Plan between the City of Ottawa and the Canadian Union of Public Employees, CUPE Local 503 respecting Part-time Employees of Community Services (Recreation and Culture) – Signed 15 December 1999.
3. Job Evaluation Manual CUPE Local 503 Recreation Part-time – Dated February 1992; and Approved Wording for Changes to the Safety of Others Factor and the Working Conditions and Environment Factor – Dated 21 August 1995.
4. Memorandum of Understanding on the Maintenance Procedure – Joint Job Evaluation Program between the Corporation of the City of Ottawa and the Canadian Union of Public Employees, Local 503, CUPE – Signed 23 September 1991 (this document includes Definition of Terms; Rating Team Roles and Responsibilities; the Appeal Process; Maintenance of Job Evaluation Descriptions and Ratings; Basis for a Rating Review and Associated Procedures; the Referee Procedure, etc.).
5. Manual of Maintenance Procedures – Dated January 1992.
6. City of Ottawa/CUPE Local 503 Employee/Employer Job Evaluation Request for Review form.

The above-mentioned documents are attached for the information of the Parties.

Dated in Ottawa on March 27, 2002

For the Employer

For the Union

Signed at Ottawa, Ontario this _____ day of _____ 2002

THE CITY OF OTTAWA

Mayor

City Clerk

**THE OTTAWA-CARLETON
PUBLIC EMPLOYEES' UNION**

Local 503

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

President

Secretary-Treasurer

Labour Representative