

# **COLLECTIVE AGREEMENT**

Between

**THE RECREATION ASSOCIATION OF THE PUBLIC  
SERVICE OF CANADA (RA CENTRE)**

and

**UNIFOR AND ITS LOCAL 4270**



**Effective from: March 1, 2014 to February 28, 2016**

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# COLLECTIVE AGREEMENT

between

## THE RECREATION ASSOCIATION OF THE PUBLIC SERVICE OF CANADA (RA CENTRE)

(Hereinafter referred to as the "Company")

And

## UNIFOR AND ITS LOCAL 4270

(Hereinafter referred to as the "Union")

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### ARTICLE 1: PURPOSE OF AGREEMENT

1.01 This Agreement sets forth the basis of agreement between the Employer and the Union with regard to:

- (a) wages;
- (b) hours of work;
- (c) other working conditions of employment; and
- (d) the resolution of grievances and disputes with respect to the members of the bargaining unit.

1.02 **Recognition and Jurisdiction**

In conformity with the certification of Union recognitions issued by the Labour Relations Board of the Province of Ontario on the 8th of September 1972, the Employer recognizes as the sole bargaining agent of the employees covered by the said certificate, **Unifor** and its Local 4270.

The bargaining unit referred to in 1.1(d) above consists of personnel employed to perform the maintenance, cleaning, catering and general housekeeping functions of the Association on a regular basis as well as **Property employees from Board File #0554-13-R and #0646-14-R.**

1.03 All matters covered under the provisions of this Agreement shall have full force and effect on the Employer, the Union and the employees in the bargaining unit.

1.04 (a) Words importing the neuter gender include the feminine and masculine and words importing the masculine include feminine and neuter; and

(b) Words in the singular include the plural and words in the plural include the singular.

1.05 **Discrimination**

The Union and the Employer agree that there shall not be discrimination among members of the staff by reason of their affiliation or non-affiliation to the Union and they further agree not to induce or permit any of the employees to use intimidation or threats to persuade anyone to become or not to become a member of the Union.

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

1.06 All references to "employee(s)" will be amended to state "employee(s) covered under this Agreement."

**ARTICLE 2: SENIORITY**

2.01(a) Seniority shall be established after a probation period of ninety (90) days in service of the Employer.

Notwithstanding the other provisions of this Agreement the employment of a probationary employee may be terminated for any reason during his/her probationary period at the sole discretion of the Employer and no arbitrator or arbitration board shall have jurisdiction to entertain any grievance filed as a result of such termination.

(b) **A part-time employee will have to serve a probationary period of four hundred and eighty (480) hours. They will not have to serve another probationary period if they have already done so.**

2.02 The employee will lose his seniority rights and shall break his continuous service for any of the following reasons:

- (a) leaving voluntarily;
- (b) discharge for just cause, and such action is not reversed through the grievance and arbitration procedure;
- (c) in case of layoff, if the employee does not follow up the notice of recall to work sent to his latest known address within **ten (10)** working days following the reception of such notice, or give satisfactory reason for not doing so.

- (d) unauthorized prolongation of a holiday without reasonable cause and is absent from work for more than three (3) consecutive days ;
- (e) he/she retires; and or
- (f) is laid off for more than twenty-four (24) consecutive months and has not worked for the company.

2.03 The seniority list shall be posted in the month of January of each year at a location accessible to all employees. Such list shall indicate the name of the employees, their occupation and seniority. Two (2) copies of each seniority list shall be provided to the Union.

**A list shall be made for one group in F/B and maintenance and another for Property employees.**

2.04 Seniority disputes of an employee shall be filed in writing within fourteen (14) days following posting of the seniority list. If, during this period, proof or error is submitted by the employee to the satisfaction of the Employer and the local chairperson, such an error shall be corrected. After these fourteen (14) days, once the corrections are made, such list shall be the official seniority list

2.05 In case of promotion, layoff, demotion, rehiring or vacancies occurring within the personnel covered by this Agreement, the employee with the most seniority, sufficient qualifications and the ability to perform the duties, will have the priority. An employee whose permanent assignment is changed one (1) hour or more, his normal days off are changed or his rate of pay is changed on a permanent basis, may exercise his seniority displacing a junior employee providing he has sufficient qualifications to do so.

2.06 An employee with seniority who is required to fulfil a function outside of the bargaining unit shall maintain his seniority and shall continue to increase same as long as he remains in the service of the Employer for a **maximum of three (3) months.**

### **ARTICLE 3: JOB POSTING**

#### **3.01 New or Vacant Positions**

- (a) New or vacant positions shall be bulletined for five (5) working days. Employees desiring such positions will forward to the Management, within five (5) calendar days, their applications in which they will set forth their qualifications for the positions. The decision shall be made by Management based on qualifications and seniority; qualifications being sufficient, seniority shall govern.

- (b) The employer shall post the name of the successful applicant within five (5) working days and copy the union.
- (c) The resultant vacancy will be posted on the board. All employees may apply.
- (d) **Full-time employees will be given preference over part-time employees.**
- (e) Successful employees shall be given a five (5) day training/orientation period after successful posting.
- (f) The successful applicant shall be the employee with the greatest seniority provided he/she is able to perform the work. If specific qualifications are required, then they will form part of the posting process.

3.02 Each bulletin shall show:

- (a) descriptive classification;
- (b) rate of pay;
- (c) effective date;
- (d) if temporary, approximate duration;
- (e) assigned days off;
- (f) hours of assignment; and
- (g) location (department).

#### **ARTICLE 4: HOURS OF WORK**

##### **4.01 Full-Time Hours**

Where there are positions of the same occupational classification, allocation of normal hours worked per week is done by the respective manager. Where no mutually satisfactory distribution of available full-time hours can be reached and subject to all requirements and qualifications being sufficient, seniority will be used to assign hours.

- (a) Except as otherwise provided in this article, a day's work shall not be less than six (6) hours and more than ten (10) hours of work. Forty (40) hours shall constitute a week's work, the work week commencing at 12:01 Sunday and ending 12:00 (midnight) on the following Saturday. No employee will be required to work more than five (5) days in a week.

- (b) The Parties mutually agree to ten (10) hour shifts.
- (c) A full-time employee shall be any employee who regularly works twenty-four (24) hours per week or more.  
**A part-time employee shall be an employee who regularly works less than twenty-four (24) hours per week.**
- (d) If an employee reports for work and no work is available, he/she will be entitled to a minimum of four (4) hours of pay at their regular straight time hourly rate.
- (e) **The hours of work for part-time employees shall be made available to the Union by the respective director upon request of the Union.**

- 4.02 When a meal period is allowed on an assignment, it shall not be less than thirty (30) minutes; nor shall it be more than one (1) hour unless mutually arranged, and taken as near as possible to mid-shift.
- 4.03 The Employer may establish daily assignment of eight (8) consecutive hours without a meal period; provided, however, that in such case, twenty (20) minutes eating time on the job shall be granted without deduction from pay.
- 4.04 Where there are positions of the same occupational classification which require employees to work on different assigned hours in a day, it will be permissible, under a mutual agreement between the Employer and the Local Chairperson, to work alternate shifts, changing from one shift to another.
- 4.05 When conditions warrant, by mutual agreement, split-shift assignments may be established. Where work is of an intermittent character, such as having periods of more than one (1) hour during the normal assignment when service would not be required, hours of service on a regular basis may be established.
- 4.06 All employees required to work split-shift shall be paid a split-shift differential of four dollars (\$4.00) per day.
- 4.07 **Coffee Breaks**  
  
All employees will be allowed a coffee break not in excess of fifteen (15) minutes in the first half of the shift, and a similar break in the second half of the shift, not to exceed fifteen (15) minutes, without loss of pay and at the direction of their immediate supervisor in accordance with established schedules and regulations.
- 4.08 Food and Beverage employees involved in the delivery of food will be supplied one meal should their working hours fall during a normal meal period. An additional meal will be provided should their shift extend beyond twelve (12) hours.

4.09 During an assigned shift the full-time employee shall be entitled to perform the first eight (8) hours of work or ten (10) hours in a ten (10) hour shift.

**The normal hours of work of full-time property employees will be five (5) days of eight (8) hours per day or four (4) days at ten (10) hours per day.**

#### **ARTICLE 5: OVERTIME AND RECALL**

5.01(a) All hours worked in excess of 40 hours per one-week period shall be considered as overtime and the employee shall be paid at the rate of one and one-half (1-1/2) times his regular hourly rate of pay.

(b) **New: In the event that a full-time Property Employee works more than forty (40) hours and forty-four (44) hours or less in a work week, the overtime hours will be banked on an hour-per-hour basis at their normal hourly rate, unless the Employee requests in writing that it be paid out on the next regular payroll.**

**In the event that an Employee works more than forty-four (44) hours in a work week, the overtime hours will be banked at the rate of one and a half times the employee's regular hourly rate unless the employee requests in writing that it be paid out on the next regular payroll.**

**Full-time Property Employees will have the right to bank up to the equivalent of forty (40) hours of their regularly hourly rate. All banked overtime hours in excess of forty (40) hours will be paid out at the Employee's normal hourly rate.**

**Part-time employees will be paid overtime after forty (40) hours in a week.**

5.02 Only overtime authorized by the Employer shall be worked except in an emergency where advance authority is not obtainable.

5.03 **Call-In**

A regularly assigned employee who is notified or called to perform work not continuous with before or after his regularly assigned hours and who does report for duty shall be allowed:

- (a) a minimum of **four (4)** hours at one and one-half (1½) times his basic hourly rate for **four (4)** hours work or less; and
- (b) if held on duty in excess of **four (4)** hours, compensation on the basis of one and one-half (1 ½) times his basic hourly rate



- 5.04 The provisions of Article 5.03 do not apply to an employee who, before leaving home, is advised of the cancellation of his notification or call at least one (1) hour before his/her scheduled start time.

#### **ARTICLE 6: ASSIGNED DAYS OFF DUTY**

- 6.01 A regular assigned employee shall be assigned two regular days off duty each week with preference to be given on the basis of seniority within the group. Such assigned days off duty shall as far as practicable be consecutive.
- 6.02 Days of service may, on forty-eight hours notice, be reassigned when necessary.
- 6.03 An employee required to work on his assigned days off duty shall be paid for all hours worked on such days on the basis of one and one-half times his basic hourly rate, a minimum of four hours.

#### **ARTICLE 7: LAYOFF**

- 7.01 (a) In the event of a reduction in the workforce, senior employees able to perform the work will be retained. An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority rights displacing a junior employee, provided he has sufficient qualifications to perform the work. A displaced employee shall make his choice within five (5) days, unless prevented by illness or other cause, for which bona fide leave of absence has been granted. An employee who fails to make his choice within five (5) days will only be entitled to take spare work.
- (b) In the event the employer deems it necessary to reduce the workforce, employees within the classification may request a voluntary layoff provided remaining employees are qualified to do the work. They must acknowledge the layoff and agree not to be recalled until such time as the Employer initiates a recall.
- (c) **Before any full-time employee is laid off, the following order of layoff shall occur:**
- i) **Agency**
  - ii) **Then part-time by reverse seniority**
- (d) **The Employer agrees that no partial reduction of hours for full-time will be implemented in a work shortage.**
- (e) **The Employer will provide five (5) working days clear notice of layoff to the affected Employee(s) and the Union in writing.**

**7.02 Recall**

A laid-off employee, who desires to return to the service when work is available for him, must keep the Employer advised of his address in order that he may be readily located.

- (a) Recall will be by seniority. Employees must return to their own classification when recalled.
- (b) Employees must return to work within ten (10) working days of recall by registered mail.

7.03 The recall shall be done by registered mail. If the employee is employed elsewhere at the time of recall, he may without loss of seniority, refuse recall to a position of less than sixty (60) days' duration provided that another junior qualified laid-off employee is available

7.04 Work routinely performed by employees who are subject to the provisions of the Collective Agreement will not be contracted out.

Note: Special circumstances would allow for use of an outside firm; examples being semi-annual exterior window cleaning and non-unionized working cleaning supervisor.

7.05 Regular employees covered by this contract will not be prevented from performing duties for the Employer on a casual basis during off-duty hours unless in direct contradiction of this Collective Agreement.

**ARTICLE 8: STATUTORY HOLIDAYS**

8.01 The following days shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Election Day*	Boxing Day

\*Note: All employees that cannot perform or assume their regular duties on election day due to the Municipal, Provincial or Federal law, will be paid in the same manner as a Statutory Holiday.

- 8.02 When the date of the celebration of one or the other of the above mentioned holidays is determined by the Federal Government or by the Provincial Government, as the case may be, these holidays must be observed on the date so determined.
- 8.03 An employee shall receive the above-mentioned holidays with pay based on his regular rate of pay had he worked that day. An employee who works on one of the above mentioned holidays shall receive one and one half times his regular rate of pay for all hours worked on that day, plus a day's pay for the holiday, or another day off with pay at a time mutually agreed to.
- 8.04 If one of those paid holidays falls on an employee's assigned day off, an alternate working day will be considered a paid holiday.

#### **ARTICLE 9: VACATIONS**

- 9.01 Employees shall receive vacations on the following basis:
- (a) An employee who at the end of a calendar year, is credited with less than one (1) year of uninterrupted service, shall be entitled to vacation for a duration determined at the rate of one working day for each month of uninterrupted service for a total leave not exceeding ten (10) working days at the rate of four percent (4%) of his gross earnings.
  - (b) An employee with one (1) year of service or more shall be allowed fifteen (15) working days vacation with pay at the rate of six percent (6%) of his gross earnings with his Employer in the previous calendar year.
  - (c) An employee with ten (10) years of service or more shall be allowed twenty (20) working days vacation with pay at the rate of eight percent (8%) of his gross earnings with his Employer in the previous calendar year.
  - (d) An employee with twenty (20) years of service or more shall be allowed twenty-five (25) working days vacation with pay at the rate of ten percent (10%) of his gross earnings with his Employer in the previous calendar year.
- 9.02 The choice of the vacation period shall be approved by the Employer and determined by seniority.

- 9.03 Time off duty on account of bona fide illness, injury, to attend committee meetings, called to court as a witness, or for jury duty, not exceeding a total of fifty working days in any calendar year, shall be included in the computation of service for vacation purposes.
- 9.04 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service to the extent of his credits.
- 9.05 An employee who is laid off shall be paid for any accrued vacation pay due him at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall upon application be allowed pay of any accrued vacation pay due to him at the beginning of the following calendar year.
- 9.06 Where there are positions of the same occupational classification, the business requirements will take precedence in the allocation of vacation time. Vacations are normally negotiated with employees. Where no mutually satisfactory conclusion is reached and subject to all requirements and qualifications being sufficient to meet the needs of the organization, seniority will be used for allocation of vacation time. The deadline for selecting vacation time is established by the Employer.

#### **ARTICLE 10: DEDUCTION OF DUES**

- 10.01 Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions and in the disposal of any grievance that may arise with respect thereto.
- 10.02 All employees covered by this Agreement will have deducted biweekly from their pay, the amount of Union dues or initiation fees as determined by the Union in accordance with its Constitution and shall include initiation fees or special assessments. The Company shall be advised in advance of any changes in the amount of Union dues to be deducted.
- 10.03 The Union dues or initiation fees referred to above, shall be remitted directly to the National Secretary-Treasurer of the Union at 205 Placer Court, Willowdale, North York, Ontario M2H 3H9, or whoever the Union indicates in writing, should receive the money, not later than fifteen (15) calendar days of the month following the pay period in which the deductions are made along with a list of the names of all those

on whose behalf deductions have been made. A copy of this list will be provided by the Company to the local.

- 10.04 Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty calendar days after date of first service in a scheduled position.
- 10.05 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Employer, pension deductions and deduction for provident funds shall be made from wages prior to the deductions of dues.
- 10.06 The Employer shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Employer shall adjust it directly with employee. In the event of any mistake by the Employer in the amount of its remittance to the Union, the Employer shall adjust the amount in subsequent remittance. The Employer's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers on the Union.
- 10.07 The Employer agrees to include on the employee's T-4 Slip, the total union dues paid for the year for income tax purposes, less the initiation fee.

#### **ARTICLE 11: HEALTH AND WELFARE**

- 11.01 **All full-time employees covered by this Agreement are entitled to be covered by a group benefit plan.**
- 11.02 Employees covered by this Agreement will receive the benefit of their full wages of their regular working day in the following cases:
- (a) A death of father, mother, spouse (including common law spouse and same sex partner) and child, five (5) days.
  - (b) A death of brother or sister, father-in-law, mother-in-law, brother-in-law or sister-in-law, three (3) days.
  - (c) i) Sick Leave with pay shall be earned by all employees covered by this Agreement who have completed more than ninety (90) days of continuous service, at the rate of one and one-quarter (1-1/4) days per full working month. Such sick leave shall be granted to an employee who is unable to perform the required duties due to illness or injury, provided that:

- (a) the recipient satisfies the Employer as to the nature and extent of the sickness;
  - (b) the recipient has the necessary sick leave credits;
  - (c) the period of leave requested does not exceed three (3) days and the recipient has not been granted more than seven (7) days sick leave in the current fiscal year on the basis of self-endorsed statements;
  - (d) the recipient produces medical certification for any sick leave in excess of three (3) working days.
- ii) No sick leave with pay shall be granted to an employee who is on leave of absence.
  - iii) If not used, sick leave credits shall be accumulated from year to year. On termination of employment, accrued sick leave is cancelled and shall not be exchanged for cash benefits.

11.03 For the purposes of this Article an hourly rated employee shall earn sick leave and be granted sick leave based on his regular duty hours of work.

11.04 The Employer will take the necessary precautions to assure security and protect the health and safety of the employees during working hours.

11.05 All employees covered by this Agreement are entitled to be covered by a Group Plan made up of Life Insurance, LTD, Dental and Health Insurance. The cost of the plan is paid 60% by the employer and 40% by the employees.

11.06 All employees covered by this Agreement are entitled to participate in the Recreation Association of the Public Service of Canada (R.A.) Pension Plan.

11.07 **For all Vested Employees, eligibility for the Retirement Allowance shall be discontinued as of May 2014. There were no Property employees eligible or vested in the Retirement allowance benefit at that time.**

**All employees vested in the Resignation Allowance benefit as per the policy shall continue to be eligible to receive all amounts accrued up to August 31, 2013 only, under the plan.**

**Two employees: JP Carpentier and Mike Cadieux who although were not vested as of August 31, 2013, are grandfathered for the Resignation Allowance benefit and will be deemed as vested as at August 31, 2013 and will be eligible to receive the respective amounts accrued up to August 31, 2013.**

## ARTICLE 12: UNION REPRESENTATION

- 12.01 The Company recognizes the right of the Union to elect or appoint up to four (4) people, one of whom shall be the Unit Chairperson, these four (4) employees shall be both the grievance and negotiating committee and the Company undertakes to recognize and deal with both these committees.
- 12.02 Wherever possible a grievance shall be processed during the normal working hours of the grievance committee. The members of the grievance committee shall receive their regular rate of pay when attending impartial hearings or processing grievances with the Company.
- 12.03 If the Company Representative is unable to meet the Unit Chairperson/designate during his normal working hours, the Unit Chairperson/designate shall be paid straight time for all time spent during impartial hearings or the processing of grievances with the Company.
- 12.04(a) The union will inform the company in writing of the names of the committee members, one of which will be the Unit Chairperson and any subsequent change in names of the committee members. The company shall not be asked to recognize any committee members until such notification from the union has been received.
- (b) The committee will be allowed the necessary time off with no loss of wages, during regular working hours, to attend to union business, investigate and file grievances. They shall report back to work immediately after doing the above.
- (c) The committee shall be the only persons to meet management for the purpose of the administration of this collective agreement and contract negotiations. The president of the local union and/or the national representative will be entitled to be present at any such meetings with management.
- (d) The union will be allowed to post on the F&B/Maintenance and Property employee's bulletin boards, notices regarding meetings and matters pertaining only to matters related to the Union.
- (e) When an employee wishes to see his/her committee person, he/she will notify his/her supervisor and such time will be granted as soon as possible.
- (f) The employer agrees to provide a telephone and locking file cabinet for the exclusive use of the union.
- 12.05 The Company will notify the National Representative prior to the suspension or discharge of a Committee Person, except in the case of a dismissal offence.
- 12.06 For the purpose of processing specific grievances or disputes, the Union Representative and Unit Chairperson shall have access to time card, that are

pertinent to the grievance. Time cards will be made available immediately at the Company's office during normal working hours, within three (3) working days, or as mutually agreed in writing.

12.07 The Employer may grant leave of absence without pay to any employee for legitimate reasons, and the request for such leave and the permission shall be in writing. Copies of said permission will be available to the Local Chairperson upon request.

12.08 **Two (2)** appointed delegates shall be granted leave of absence without pay to attend meetings and conventions of the Union.

12.09 The Employer agrees to maintain the regular pay of the Local Chairperson for the work time spent in negotiations with the Employer.

12.10 **Pregnancy Leave and Parental Leave**

Pregnancy leave and Parental leave of absence will be granted as per ESA or, subject to the following, whichever is a greater benefit:

(a) **Pregnancy Leave**

Under ESA, pregnancy leave is a right pregnant employees have to take up to 17 weeks of unpaid time off work.

1. Applicable to pregnant employees with thirteen (13) weeks or more of service prior to the expected birth date (the "due date").
2. Employee states her intention to return to work and makes a formal application for leave of absence at least two weeks prior to leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth. Formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
3. Pregnancy leave of absence may begin no earlier than seventeen (17) weeks before the expected birth date unless an employee stops work because of complications or earlier delivery date as described in Article 12.10(2).
4. Pregnancy leave of absence will be granted as per ESA or, for a period of up to seventeen (17) weeks.
5. Employees on pregnancy leave will be credited with accrual of seniority for the time in which the employee is on pregnancy leave.



**(b) Parental Leave**

Parental leave of absence, (unpaid time off work), shall be granted as follows:

1. Applicable to an employee who has qualified for pregnancy leave in the circumstances of a live birth or an employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of parental leave and:
  - (a) Who is in a relationship of some permanence with a parent of a child who has come into the employee's care, custody and control for the first time and who the employee intends to treat as a child of his/her own, or
  - (b) Who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.
2. Employee states his/her intention to return to work and makes a formal application for parental leave of absence at least two weeks prior to date of leaving.
3. Parental leave must begin:
  - (a) In the case of an employee who has taken pregnancy leave, immediately following the pregnancy leave unless the newborn child has not yet come into the custody, care and control of the employee for the first time, or
  - (b) All other parents must begin their parental leave no later than fifty-two (52) weeks after the date their child is born or the date their child comes into the custody, care and control of the employee for the first time.
4. Birth mothers who took pregnancy leave are entitled to take up to thirty-five (35) weeks of parental leave. All other parents are entitled to take up to thirty-seven (37) weeks of parental leave.
5. Employees on parental leave will be credited with accrual of seniority for the time in which the employee is on parental leave.

**(c) Return to Work**

Return to work following pregnancy or parental leave shall be as follows:

1. The employee must request reinstatement from pregnancy or parental leave in writing. An employee who intends to return to work earlier than the return to work date provided to the employer or earlier than the full pregnancy or

parental leave entitlement must give at least four (4) weeks written notice of their intention to return to work following pregnancy or parental leave.

2. When an employee is ready to return from pregnancy or parental leave, reinstatement will be in accordance with the appropriate following procedure:

(a) Employees returning from pregnancy or parental leave will be returned to their former job. If former job does not exist every effort will be made to place them in a comparable job. Should the employee not have the seniority to be retained she/he will be placed on existing vacancy. If no vacancy exists, she/he will have the right to bump a junior employee seniority, skills and experience permitting.

(b) Benefits during pregnancy and parental leave:

Benefit coverage shall be maintained for eligible employees while on pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, as amended from time to time.

Disability caused by or resulting from pregnancy or resulting childbirth, or miscarriage will be treated as any other disability due to sickness except that no benefits will be paid under the long term disability plan while the individual is on a pregnancy leave of absence.

### ARTICLE 13: DISCIPLINE AND GRIEVANCES

13.01(a) An employee may file a grievance over any difference, relating to the interpretation, application or administration of this agreement.

(b) The employees are encouraged to bring the complaint forward to their immediate supervisor for a solution. Failing such satisfactory resolution, then take action through the grievance procedure in the following manner.

(c) Step 1: The written grievance shall be presented to the **applicable service group director** in writing, within (5) working days **of the incident which is the subject of the grievance**. The **director** shall answer the grievance in writing within eight (8) working days after they received the grievance.

(d) Step 2: Failing a settlement at Step Number One, the **Unit Chairperson, National Representative and/or the President of the Local** may present the grievance to the applicable **CEO/GM** of the Recreation Association of the Public Service of Canada or his Representative within a period up to, but not later than five (5) working days following the receipt of the reply from the **Director** in Step Number One. The grievor and the committee will meet the applicable **/ceo/GM** to discuss the

grievance. The Association will reply in writing within ten (10) working days of receipt of the grievance.

(e) Step 3: Any matter which remains unresolved after exhausting the grievance procedure may continue by mutual agreement to mediation/arbitration.

13.02(a) An employee having ninety (90) days or more seniority will not be disciplined or discharged from the services until an impartial hearing has been held.

(b) Notwithstanding (a) above, an employee may be suspended from duty immediately in an emergency situation.

(c) Policy or group grievances shall begin at Step 2 of the grievance procedure.

(d) Grievances dealing with suspension, discharge, or harassment shall commence at Step 2 of the grievance procedure.

### 13.03 **Discipline**

The following special procedure shall be applicable to a grievance alleging improper suspension or discharge of an employee. An employee subject to suspension or discharge shall be informed of same as soon as offence becomes known to Management and shall receive an impartial hearing within three (3) days of Management's knowledge of the offence. The Employer or his Representative shall be given in writing a complete list of charges against him and any evidence to substantiate it when notified of the hearing. At the hearing Management shall present all evidence and/or witnesses to support their charges and the employee may present evidence or witnesses to support his case. The employee must also be represented by Local Chairperson and/or a National Representative of the Union. Management will render their decision of the hearing within five (5) days thereafter. If the employee is not satisfied with the decision, he may have his case processed by the Union commencing at Step Three of this Article.

13.04 The time limits prescribed herein are not mandatory and may be extended by mutual consent at any step of the grievance or arbitration procedure, in writing.

13.05 Management when examining or checking an employee, are to give the exact facts pertaining to the employee's performance of his duties. Personal opinions not substantiated by such facts will not be made the basis for the assessment of discipline. If, while so examining or checking an employee, anything is found of an abnormal character, whenever possible the employee must be immediately advised of such abnormal findings so as to clear up the situation speedily and to get the assistance of witnesses, if he deems it necessary in the defence of his case.

- 13.06 Should the grievor be exonerated, he shall be compensated for all time lost and any other normal expenses created due to the processing of his case and records of the employee will be cleared.
- 13.07 An employee, other than the grievor, who is called upon by Management to attend hearings, etc., shall be paid for all time lost plus expenses agreed by the Association and National Representative of the Union.
- 13.08 Management will not inscribe on the record of any employee any complaint lodged more than thirty (30) days after the incident occurred. An employee shall be notified of anything inscribed on his record.

#### **ARTICLE 14: ARBITRATION**

- 14.01 The Union shall advise the RA Centre of its desire to refer the outstanding grievance to arbitration, in writin, within fifteen (15) working days of receiving the CEO/General Manager's written decision to dismiss the grievance.
- 14.02 The Union's notice of referral to arbitration will contain the names of three (3) proposed Arbitrators.
- 14.03 Within three (3) days of receiving the Union's referral to arbitration, the RA Centre can either accept one of the Union's three (3) proposed Arbitrators or propose three (3) other arbitrators. In the event that the RA Centre does not respond, the Union must write to one of its three (3) proposed arbitrators to request arbitration dates no later than three (3) days after the deadline for the RA Centre to propose its arbitrators or accept one of the Union's proposed arbitrators.
- 14.04 If the parties are unable to agree on the selection of an Arbitrator within fourteen days of the date of the request for arbitration, or such longer period of time as may be mutually agreed, then the parties shall jointly request the Minister of Labour of the Province of Ontario to select an Arbitrator, and his decision shall be final.
- 14.05 The decision of the Arbitrator shall be final and binding on the parties. Due to Grievance and Arbitration procedure there shall be no stoppage of work by the employees.
- 14.06 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 14.07 Either party to this Agreement may request an extension of time limits in writing.

## ARTICLE 15: WAGES

- 15.01 Attached to and forming part of this Agreement is the Classification and Wage Schedule applicable to members of the Bargaining Unit.
- 15.02 The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind or class. When changes in basic rates of pay are proposed, the duties of the position and classification shall be reviewed and compared with the duties and responsibilities of comparable positions by the proper officers of the Employer and of the Union, with the object of reaching agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same. Such agreement will be mutually agreed to on rates of pay.
- 15.03(a) An employee temporarily assigned to a higher rated position shall receive the higher rate of pay during such time he occupies the position, at least for a complete assignment.
- (b) An employee temporarily transferred to a lower rate of pay or class, shall receive their normal rate of pay.
- (c) Employees shall only be temporarily transferred for thirty (30) calendar days, maximum, after which time the job will be posted.
- 15.04 Employees in the first ninety (90) days of their employment are considered as probationary and will be paid ten cents (10¢) per hour less than the appropriate rate shown in Schedule "A".
- 15.05 A shift differential of one dollar and twenty-five cents (\$1.25) an hour shall be paid to all employees working a full night shift.

## ARTICLE 16: GENERAL

- 16.01 **No Strikes No Lockouts**
- Both parties agree that there shall be no strikes or lockouts during the life of this Collective Agreement.
- 16.03 The Union recognizes the right of the Association to operate and manage its business in all respects in accordance with its obligations to provide the best possible service to its members and to establish and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement or unduly discriminatory on any employee or group of employees.

**16.04 Uniforms and Work Clothes**

Employees who wear uniforms shall be supplied them by the Association, free of charge. Refer to Schedule "B".

**16.05** A Labour-Management Consulting Committee will be created and will meet on a bi-monthly basis. The Committee will consist of two representatives of each party and shall consult for the purpose of discussing issues relating to the workplace, which affects the parties or any employee bound by this Agreement.

**16.06** The RA Centre will provide adequate locker facilities and lunch room as per current practice.

**16.07** Employees will have the opportunity to learn the duties of other positions during their working hours when it will not interfere with their regular duties. It is the prerogative of the employee to identify the opportunity and initiate a request to his supervisor.

**ARTICLE 17: HEALTH AND SAFETY**

**17.01(a)** The Company shall maintain an Occupational Health and Safety Committee, as per present practice, and shall adhere to the requirements of the OHS Act of Ontario.

**(b)** The Company recognizes its obligation to provide a safe and healthy working environment for all employees. The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthy working environment. The parties agree to use their best efforts jointly to achieve these objectives.

**17.02(a)** The Safety Committee shall have the right to accompany all authorized Safety Inspectors on tours of the Centre and shall receive copies of any reports given to the Company pertaining to such inspections.

**(b)** **A Health and Safety Committee with at least two (2) bargaining unit members will be formed and meet regularly.**

**17.03** A worker may refuse to work or do particular work, where he/she has reason to believe the work is hazardous to their health and safety without reprisal from the Company.

**17.04 Day of Mourning**

The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28, each year, in memory of workers killed or injured on the job.

**17.05 Remembrance Day**

The Company agrees on November 11th of each year at 11:00 a.m. that employees may observe one (1) minute of silence.

**17.06 Occupational Accident or Illness**

- (a) (i) When an employee suffers an occupational accident on the Company premises during working hours, and is sent for treatment by the Company, such employee will be paid his base hourly rate for the balance of his shift.
- (a) (ii) If required, the Company will supply and pay for transportation to the hospital or doctor's office, and then back to the workplace or the employee's home, on the day of the injury only.
- (b) When such an employee returns to work, he shall be reinstated to his former classification. If no such vacancy exists, he shall be laid off subject to clause 7.01 of this Agreement.
- (c) An employee's reinstatement after an occupational accident or illness after three (3) consecutive working days is conditional on his supplying a medical certificate from a qualified physician, that he is recovered from the occupational accident or illness which caused his absence. The Company will pay the cost of such certificate.
- (d) (i) If an employee is injured in the workplace and the Company wishes to place him in a job classification within his capabilities, the employee shall be paid his prevailing hourly rate or the rate of the job, whichever is greater.
- (d) (ii) An employee permitted by the Company to return from WSIB while still partially disabled shall be paid the rate of the job to which he is assigned.

**17.07 Modified Work**

**The Union will be part of any/all return to work discussion with the Employer.**

**17.08 The Employer shall provide protective equipment and clothing for Employees, as required.**

**ARTICLE 18: JURY DUTY**

**18.01** An employee who is called for jury duty shall be excused from work for the days of which he serves and he shall receive, for each such day of jury duty on which he would have worked, the difference between his normal hours of work at his normal hourly rate, and payment he receives from jury duty, up to a maximum of four (4) weeks of paid jury duty leave. Jury duty in excess of paid jury duty leave will be

considered as unpaid jury duty leave. The employee will present proof of services and the amount of pay received therefore. The employee is expected to report for work whenever the court schedule permits.

**ARTICLE 19: LETTERS OF UNDERSTANDING**

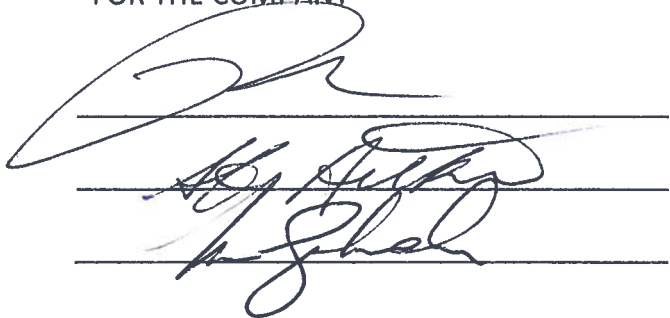
**19.01** \*New: all Letters of Understanding, Schedule A, B, C are attached to and form part of the Collective Agreement.

**ARTICLE 20: TERM OF AGREEMENT**

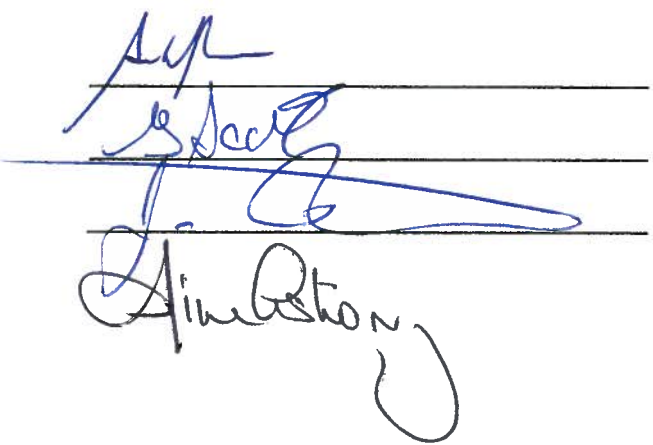
**20.01** This Agreement shall become effective on the 1st day of **March 2014**, and shall remain in full force and effect until the 28th day of February **2016**, and shall continue in effect from year to year thereafter, unless either party shall give written notice not more than sixty (60) days before the termination of its desire to amend the Agreement.

SIGNED at the City of Ottawa this 19<sup>th</sup> day of April, 2015.

FOR THE COMPANY



FOR THE UNION





**SCHEDULE "A": WAGE AND SALARY SCALE**

<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>MARCH 1, 2014</b>	<b>MARCH 1, 2015</b>
<b><i>FULL-TIME</i></b>			
<b>BARTENDER</b>	<b>\$11.84</b>	<b>\$11.96</b>	<b>\$12.08</b>
<b>CLEANER</b>	<b>\$15.04</b>	<b>\$15.19</b>	<b>\$15.34</b>
<b>CLEANER - LEADHAND</b>	<b>\$15.87</b>	<b>\$16.03</b>	<b>\$16.19</b>
<b>DISHWASHER</b>	<b>\$13.14</b>	<b>\$13.27</b>	<b>\$13.40</b>
<b>LINE COOK</b>	<b>\$14.91</b>	<b>\$15.06</b>	<b>\$15.21</b>
<b>SERVER</b>	<b>\$11.55</b>	<b>\$11.67</b>	<b>\$11.79</b>
<b><i>PROPERTY</i></b>			
<b>PROPERTY LEAD HAND</b>	<b>\$25.10</b>	<b>\$25.10</b>	<b>\$25.10</b>
<b>ARENA CURLING B REFRIGERATION TECHNICIAN</b>	<b>\$22.29</b>	<b>\$22.52</b>	<b>\$22.75</b>
<b>HEAD CURLING ICE TECHNICIAN</b>	<b>\$23.04</b>	<b>\$23.27</b>	<b>\$23.51</b>
<b>PROPERTY TECHNICIAN</b>	<b>\$20.43</b>	<b>\$20.64</b>	<b>\$20.85</b>
<b>UTILITY TECHNICIAN</b>	<b>\$20.43</b>	<b>\$20.64</b>	<b>\$20.85</b>
<b><i>PART-TIME</i></b>			
<b>PROPERTY LEVEL 1</b>	<b>\$11.00</b>	<b>\$11.11</b>	<b>\$11.22</b>
<b>PROPERTY LEVEL 2</b>	<b>\$11.50</b>	<b>\$11.62</b>	<b>\$11.74</b>
<b>PROPERTY ICE RESURFACER OPERATOR</b>	<b>\$12.25</b>	<b>\$12.37</b>	<b>\$12.49</b>

## SCHEDULE "B": UNIFORMS

Uniforms will be supplied to employees as follows:

<u>Classification</u>	<u>Type of Clothing</u>
Cooks	Pants, Jackets, Aprons, Hats
Dishwashers	Pants, Shirts, Aprons
Bartenders	Pants, Shirts, Vests
Bus Boys	Pants, Shirts, Jackets
Line Cook	Smocks, Aprons
Maintenance/Cleaners	Pants, Shirts
Waiters	Pants, Shirts, Tuxedo
<b>Property</b>	<b>Pants, Shirts, Steel toe safety wear (CSA Approved), winter jackets, winter boots</b>

The Employer is to supply non-slip footwear for all classifications outside of maintenance.

**Safety Shoe Allowance for Property Maintenance full and part-time shall receive one hundred dollars (\$100.00) annually.**

Supplier and expenditure limits to be set by the R.A. Centre.

## **SCHEDULE "C": FOOD AND BEVERAGE DEPARTMENT**

### **Gratuity Distribution**

A fifteen (15%) percent gratuity is assessed to all catered functions including meeting/conference refreshment breaks and invoiced Dining Room meals. The distribution of this gratuity is as follows:

#### **Banquets, Catered Meeting Lunches**

Chef and his staff in kitchen: Share three (3%) percent of the amount on which the gratuity is based.

#### **Waiters/Waitresses/Banquet - Captain**

The fifteen (15%) percent gratuity for the event is calculated and the dollar amount to the chef and staff are deducted from this. The balance is then distributed as follows. The balance is divided by the number of servers including the banquet captain.

#### **Refreshment Service to Meetings**

The fifteen percent (15%) gratuity for food only for all events is calculated and the dollar amount to the chef and staff are deducted from this. The balance is then distributed as follows: The balance is divided by the number of servers.

When the clean-up person performs the clean-up, then the distribution will be 7% to the server and 5% to the clean-up person.

#### **Dining Room Lunches**

The attending staff share the fifteen (15%) percent gratuity on any invoiced meals.

NOTE: Reflects current practice.

Upon request, the R.A. Centre will provide the Local 4270 Chairperson access to bill and distribution of service charge forms for his review within the confines of the Finance or Food & Beverage Office.

Signs will be posted in the Dining Room (Lunch) advising members that gratuities are not included in the meal price and encouraging the members to recognize servers and cashier.



## Letter of Understanding – Retirement and Resignation

Prior to May 2014, unionized full-time employees who upon retirement had more than 10 years of service and were between the age of 55 and 65 would be considered vested in the Retirement Allowance benefit and would be paid one week's pay for each completed year of continuous employment with a maximum retirement allowance benefit of twenty-eight (28) weeks. As of May 01 2014 the accrual of this benefit was capped and frozen and all full-time unionized employees who were vested (i.e. at least 55 years of age and had at least 10 years of service) would maintain the amount of retirement allowance they had accrued up to that date in terms of years of service and salary in determining the amounts payable to them upon retirement.

There will be no further accretion of this benefit in terms of increase in years of service or increase in salary beyond the values the vested employees had as at May 1 2014. All other employees who did not vest as at May 1 2014, will not receive any Retirement Allowance benefit upon retirement.

Prior to becoming part of the collective bargaining unit, Full-time Property Employees were eligible to receive a resignation allowance equal to ½ week per year of service; upon resignation provided that they had at least 10 years of service. As at August 31/ 2013 this benefit was frozen and only full-time Property employees who had reached a minimum of 10 years of service(i.e. vested) at that time would continue to be eligible to receive the amount accrued benefit as at August 31/2013, if and whenever they resign from the RA.

Only two (2) Property Employees: JP Carpentier and Mike Cadieux who did not meet the minimum service of 10 years required for the Resignation Allowance, as at August 31/ 2013, will be deemed as vested in the Resignation Allowance for the years of service and salary they accrued as at August 31/2013.

There will be no further accretion of the Resignation Allowance benefit in terms of increase in years of service or increase in salary beyond the values established in August 31,2013. All other union employees who did not vest as at August 31/2013 will not receive any Resignation Allowance benefit upon resignation.

