

COLLECTIVE AGREEMENT

Between

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

and

UNIFOR AND ITS LOCAL 4266



March 1, 2019 to February 28, 2022

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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 4266

(Hereinafter referred to as the "Union")

ARTICLE 1: PURPOSE OF AGREEMENT

1.01 This Agreement sets forth the basis of agreement between the **Company** 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 4266.

The bargaining unit referred to in 1.01(d) above consists of personnel employed to perform the maintenance, cleaning, catering and general housekeeping functions of the **Company** 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, family status, gender identity, gender expression, 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.

i) Seniority shall be defined as the length of continuous service from the most recent date of hire.

ii) Notwithstanding the other provisions of this Agreement the employment of a probationary employee may be terminated for any reason during **their** probationary period at the sole discretion of the Employer.

(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 **their** seniority rights and shall break **their** 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 **their** 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 **working days** ;
 - (e) employee 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.
- 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 An employee whose permanent assignment is changed one (1) hour or more, **their** normal days off are changed or **their** rate of pay is changed on a permanent basis, may exercise **their** seniority displacing a junior employee providing **they have** 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 **their** seniority and shall continue to increase same as long as **they** remain 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,

ability to perform the job and seniority; qualifications **and ability to perform the job** 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.

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, **where possible**;
- (f) hours of assignment **where possible**;
- (g) location (department); **and**
- (h) **qualifications.**

3.03 ***Temporary Vacancies***

- (a) A temporary vacancy is a vacancy created by a full-time employee's absence due to sickness, injury (STD and/or LTD), WSIB, or any leave of absence and/or any vacation that will be longer than thirty (30) days.
- (b) For the first thirty (30) days, the employer may back fill the vacancy with part-time employees by seniority.
- (c) Anyone may bid on the vacancy pursuant to Article 3.
- (d) Upon the return of the full-time employee to regular duties, a successful part-time employee who was awarded the temporary vacancy shall return to their regular part-time status.

- (e) At no time will a temporary vacancy change the employment status of a part-time employee to a full-time employee.
- (f) Part time employees performing the work for the first 30 days shall be given a five (5) day training / orientation period.
- (g) The successful applicant shall be the employee with the greatest seniority provided **the employee** is able to perform the work.
- (h) While working full-time hours in temporary vacancy the part-time employee will pay Union dues.

ARTICLE 4: HOURS OF WORK

4.01 *Full-Time Hours*

- (a) 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.
- (b) 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, **the employee** will be entitled to a minimum of four (4) hours of pay at their regular straight time hourly rate. **Forty-eight hours' notice shall be provided for any shift cancellation, or the employee shall be entitled to four (4) hours pay at the appropriate rate with certain exceptions. The Company will not be required to pay for a cancelled shift if they were unable to provide work because of fire, lightning, power failure, storms or similar causes beyond their control or the employee's work is weather dependent and the employer is unable to provide work for weather related reasons. Employees may refuse to work a shift with less than ninety-six (96) hours' notice on a non- schedule day or shift change.**

- (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. Part-time employees will have hours of work scheduled by seniority in the classification they work in provided they are qualified.
- (f) 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 for full-time **Property and Maintenance** employees will be five (5) days of eight (8) hours per day or four (4) days at ten (10) hours per day.

- (g) The normal hours of work of full-time maintenance employees will be five (5) days of eight (8) hours per day or four (4) days at ten (10) hours per day subject to 4.01(b).
- (h) **Weekly schedules for Hospitality employees shall be posted the Thursday each week for the period commencing on the subsequent Monday to Sunday time period.**

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 five dollars (\$5.00) 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.

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 **their** regular hourly rate of pay.

(b) In the event that a full-time Property Employee works more than forty (40) hours and **less than** forty-four (44) hours 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 **their** 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 **their** 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 **their** 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 **their** notification or call at least one (1) hour before **their** scheduled start time.

ARTICLE 6: ASSIGNED DAYS OFF DUTY

- 6.01 A regular assigned employee shall be assigned **at least two (2)** 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 **their** assigned days off duty shall be paid for all hours worked on such days on the basis of one and one-half times **their** 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 **their** seniority rights displacing a junior employee, provided **they have** sufficient qualifications to perform the work. A displaced employee shall make **their** 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 **their** 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 **them**, must keep the Employer advised of **their** address in order that **they** 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, **they** 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.

The Employer agrees that non-bargaining unit personnel will not do bargaining unit work that results in a reduction of hours, a layoff, or prevent the recall of an employee.

ARTICLE 8: STATUTORY HOLIDAYS

8.01 The following days shall be recognized as paid holidays:

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

- 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 **their** regular rate of pay had **they** worked that day. An employee who works on one of the above mentioned holidays shall receive one and one half times **their** 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 **their** 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 **their** gross earnings with **the** 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 **their** gross earnings with **the** 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 **their** gross earnings with **the** 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 (a) 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.

- (b) An employee who is absent for any work related injury which is covered by WSIB shall be considered as time worked for the purpose of calculating years of vacation entitlement under this Agreement. The same applies to an employee on Maternity, Paternity and Adoption leave.

- 9.04 An employee terminating **their** employment for any reason at a time when an unused period of vacation with pay stands to **their** credit shall be allowed vacation calculated to the date of **their** leaving the service to the extent of **their** credits.
- 9.05 An employee who is laid off shall be paid for any accrued vacation pay due **them** 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 **them** 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 Unifor 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, Toronto, 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(a) All full-time employees covered by this Agreement are entitled to be covered by a group benefit plan.
- (b) For the life of this agreement, the group plan will cover:
- i. Life insurance at 2 times annual salary
 - ii. Long term disability
 - iii. Extended health including single and family coverage for prescription drugs, major medical, vision, and paramedical
 - iv. Dental including single and family coverage
- (c) For the life of this agreement, the employer's annual contribution levels to group benefits will not be reduced from 2016 levels.

- (d) All employees will be given a copy of the Benefit Plan Booklet, as will the Union.

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 (1¼) 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.

- iv) **Employees are entitled to use two (2) sick leave credits for personal emergency days per year. Employees will not be required to provide medical documentation for these days.**

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

11.04 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.

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

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 **their** 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 **their** committee person, **they** will notify **their** supervisor and such time will be granted as soon as possible.
 - (f) The employer agrees to provide a 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 cards and schedules, that are pertinent to the grievance. Time cards and schedules will be made available immediately at the Company's office during normal working hours, within five (5) 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 Unit Chairperson
- 12.08 Two (2) appointed delegates shall be granted leave of absence with pay to attend meetings and conventions of the Union. The Employer shall bill the Local Union within thirty (30) days for lost time. The Union will give at least two (2) weeks written notice to the employer for said leave.
- 12.09 The Employer agrees to maintain the regular pay of the Unit 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 **their** 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 **their** own, or
 - (b) Who is the natural father of a newborn child or a child who has come into **their** care, custody and control for the first time.
2. Employee states **their** 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 **they** will be placed on existing vacancy. If no vacancy exists, **they** 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 ten (10) working days of the incident which is the subject of the grievance. The Director shall answer the grievance in writing within ten (10) 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 of the Recreation Association of the Public Service of Canada or **their** 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 to discuss the grievance. The **Company** 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 with pay.
- (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 Employee and **their** Representative shall be given in writing a complete list of charges against **the employee** 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 **their** case. The employee must also be represented by Unit Chairperson and/or a National Representative **or the Local President** 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, **they** may have **their** case processed by the Union commencing at Step Two 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 reviewing or checking an employee, are to give the exact facts pertaining to the employee's performance of **their** duties. Personal opinions not substantiated by such facts will not be made the basis for the assessment of discipline. If, while so reviewing 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 **they** deem it necessary in the defence of **their** case.
- 13.06 Should the grievor be exonerated, **they** shall be compensated for all time lost and any other normal expenses created due to the processing of **their** 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 **Company** 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 **their** record.
- 13.09 **Mediation**
- (a) If the grievance is not resolved at step 3, the grievance may be referred to mediation to assist the parties to reach a resolution of the dispute.
 - (b) The parties agree to engage and exhaust a formal mediation process prior to arbitration.
 - (c) The mediator shall be appointed by mutual agreement between the parties.
 - (d) The expenses of the mediator shall be equally borne by both parties.
 - (e) The grievance may be resolved by mutual agreement between the parties.

- (f) Neither party will use legal counsel in mediation sessions.
- (g) Neither party will present case law in mediation sessions.

ARTICLE 14: ARBITRATION

- 14.01 The Union shall advise the **Company** of its desire to refer the outstanding grievance to arbitration, in writing, within thirty (30) days of receiving the CEO'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 fifteen (15) working 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 fifteen (15) working 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 fifteen (15) working days of the date of the request for arbitration, or such longer period of time as may be mutually agreed, then the requesting party will ask the Minister of Labour of the Province of Ontario to select an Arbitrator, and **their** 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 **they** occupy 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 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 **overnight** 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 **Company** 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 **Company**, free of charge. Refer to Schedule "B".

16.05 **Labour Management Meetings**

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 **their** supervisor.

ARTICLE 17: HEALTH AND SAFETY

17.01(a) The Company shall maintain an Occupational Health and Safety Committee, 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.

(c) The parties agree to abide by the Occupational Health and Safety Act of Ontario.

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) **Health and Safety**

A Health and Safety Committee with at least three (3) bargaining unit members, **all of whom will receive Occupational Health and Safety Training from a recognized training program**, one from each of **Hospitality and Beverages and Custodians**, will be formed and meet regularly.

(c) The Health and Safety Committee will be compensated at regular rates, whether meeting during or outside regular working hours. The members of the committee may take up to one (1) hour prior to a regular meeting to prepare for the meeting at regular pay.

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 **their** base hourly rate for the balance of **their** shift.
- (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, **they** shall be reinstated to **their** former classification. If no such vacancy exists, **they** 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 **their** supplying a medical certificate from a qualified physician, that **they are** recovered from the occupational accident or illness which caused **their** absence. The Company will pay the cost of such certificate.
- (d) If an employee is injured in the workplace and the Company wishes to place **the employee** in a job classification within **their** capabilities, the employee shall be paid **their** prevailing hourly rate or the rate of the job, whichever is greater.

17.07 ***Modified Work***

- (a) The Union will be part of any/all return to work discussion with the Employer.
- (b) The Employer agrees to accommodate injured workers on a return to work and the Union will fully participate in any and all accommodations during the process.

- 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 **they** serves and **they** shall receive, for each such day of jury duty on which **they** would have worked, the difference between **their** normal hours of work at **their** normal hourly rate, and payment **they** receive 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.

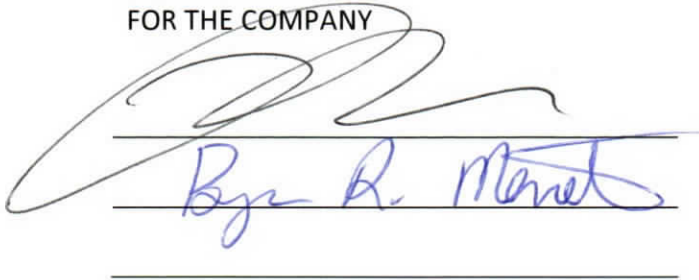
ARTICLE 20: TERM OF AGREEMENT

- 20.01 This Agreement shall become effective on the **1st day of March 2019**, and shall remain in full force and effect until the **28th day of February 2022**, 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.

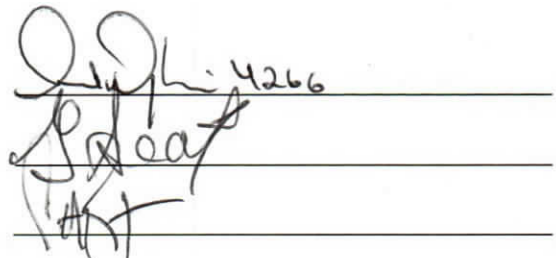
SIGNED at the City of Ottawa this 23rd day of September, 2019.

FOR THE UNION

FOR THE COMPANY



Byron R. Mowat



John H. 4266

SCHEDULE "A": WAGE AND SALARY SCALE

CLASSIFICATION	MARCH 1, 2019	MARCH 1, 2020	MARCH 1, 2021
HOSPITALITY			
BARTENDER	\$12.41	\$12.60	\$12.79
SERVER	\$12.41	\$12.60	\$12.79
HOSPITALITY TEAMMATE	\$12.41	\$12.60	\$12.79
CAFÉ ATTENDANT DIFFERENTIAL	\$ 1.73	\$ 1.75	\$ 1.78
CAFÉ ATTENDANT	\$14.14	\$14.35	\$14.57
COOK	\$15.63	\$15.87	\$16.11
KITCHEN ASSISTANT	\$14.14	\$14.35	\$14.57
FACILITIES			
FACILITIES LEAD HAND	\$25.81	\$26.19	\$26.59
REFRIGERATION PLAN TECHNICIAN	\$23.38	\$23.73	\$24.09
ASSISTANT REFRIGERATION PLANT TECHNICIAN	\$22.41	\$22.75	\$23.09
HEAD CURLING ICE TECHNICIAN	\$24.16	\$24.52	\$24.89
ASSISTANT HEAD CURLING ICE TECHNICIAN	\$22.80	\$23.14	\$23.48
FACILITIES OPERATOR	\$21.43	\$21.75	\$22.08
CUSTODIAN LEAD HAND	\$16.63	\$16.88	\$17.14
CUSTODIAN	\$15.77	\$16.00	\$16.24
PART-TIME			
FACILITIES LEVEL 2	\$14.14	\$14.35	\$14.57
PROPERTY ICE RESURFACER OPERATOR	\$14.16	\$14.37	\$14.59

Note: Signing bonus of one hundred dollars (\$100) for each union employee payable upon ratification.

SCHEDULE "B": UNIFORMS

Uniforms will be supplied to employees as follows:

<u>Classification</u>	<u>Type of Clothing</u>
Cooks	Pants, Jackets, Aprons, Hats, Non-slip Footwear
Dishwashers/Kitchen Assistants	Pants, Shirts, Aprons, Non-slip Footwear
Bartenders/Hospitality Teammate	Pants, Shirts, Non-slip Footwear
Custodian	Pants, Shirts, Steel Toe Safety Wear (CSA Approved)
Servers/Hospitality Teammate	Pants, Shirts, Non-slip Footwear
Facility Operator	Pants, Shirts, Steel Toe Safety Wear (CSA Approved), Winter Jackets, Winter Boots, Safety Helmet (replacement upon expiry as listed by the manufacturer)
Café Attendant/Hospitality Teammates	Pants, Shirts, Non-slip Footwear

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 and twenty-five dollars (\$125)** in year 1 of the contract and **one hundred and fifty dollars (\$150)** annually thereafter.

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

SCHEDULE "C": HOSPITALITY 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.

Hospitality Teammate/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 4266 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 #1 - RE: ARTICLE 4.01(A)

1. The Employer and Union discussed in negotiations the realities of and various business demands in the **Hospitality** department.
2. The parties, therefore, agree to implement the following new "hours of work" for the term of this agreement for **the Hospitality** department employees.
3. The existing language in article 4.01 will remain, but this Letter of Understanding will supersede it for as long as it is in effect.
4. The normal hours of work for **the Hospitality** employees will be five (5) days of work, with a minimum of thirty (30) hours per week.
5. Shifts will be a minimum of six (6) hours, and no longer than ten (10) hours per day.
6. For **Hospitality** employees with the requisite skills and abilities, the employers supports and will **assign** shifts in all **Hospitality** job classifications **in order to maximize hours of work where business demands warrant or employees are** interested in obtaining additional work hours, so long as those hours do not place the employee in an overtime position.

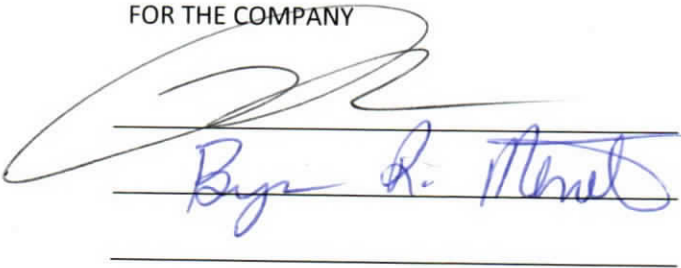
Upon execution of this agreement, job classifications for the Bartenders, Servers and Café Attendant will have grandfathered status. Going forward all new hires for these job classifications will be under the new job classification of Hospitality Teammate. Grandfathered employees will have their first thirty (30) hours of work assigned in their current classification applied by seniority if the work is available.
7. In addition to Article 16.07, when a request is made to management, the employee will be given cross training within a reasonable time frame.
8. Employees will be able to work shifts of a minimum of four (4) hours up to forty hours per week by seniority.
9. The parties agree to meet regularly (every three (3) months) to review the application, administration and the effects of these new hours of work or as mutually agreed by both parties.
10. All relevant information shall be shared between the parties.

11. Either party may terminate the Letter of Understanding upon three (3) months written notice to the other.

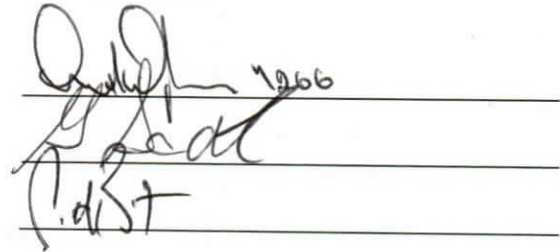
SIGNED at the City of Ottawa this 23rd day of September, 2019.

FOR THE COMPANY

FOR THE UNION



A large, stylized signature in blue ink, appearing to read "Bryan R. Threl", is written over three horizontal lines.



A signature in black ink, with the year "1966" written to its right, is written over three horizontal lines. The signature appears to be "J. [illegible]".

**LETTER OF UNDERSTANDING #2 – LEAD HAND POSITION AND CREATION OF ASSISTANT
REFRIGERATION PLANT TECHNICIAN AND ASSISTANT HEAD CURLING ICE TECHNICIAN**

The RA and Unifor agree to the following:

Lead Hand Position

1. The current Lead Hand job description be amended to include qualifications for Refrigeration (Class B or equivalent) and Curling Ice Making (Level 2 or equivalent) and assume head responsibilities for these areas in addition to existing Lead Hand functions.
2. Lead hand pay rate to stay at \$25.55 subject to any additional negotiated increase.
3. Reference to the existing Head Curling Ice Technician and Refrigeration Plant Technician be maintained in the Collective Agreement (CA) in case a future Lead Hand position cannot be filled due to lack of qualifications.

Assistant Refrigeration Plant Technician and Assistant Head Curling Ice Technician

The RA and Unifor agree to create two new wage classifications to assist with succession planning and employee development in these two positions.

Two new wage incentives will be created as follows:

- a. Assistant Refrigeration Plant Technician Rate: \$22.19 per hour (1 position eligible)
- b. Assistant Curling Ice Technician Rate: \$22.57 (1 position eligible)

Rates are subject to negotiated increases as per Schedule A.

1. Unifor and the RA will work together to identify candidates interested and eligible for the training and establish any criteria for eligibility. The RA will retain the final decision on the eligible candidate for this training.
2. Prior to the beginning course training the employee will be required to enter into an agreement outlining the terms and conditions related to this development opportunity.
3. The RA to provide time off work at the employer's expense for designated employee to achieve and obtain the desired qualification.
4. All training course registration fees, materials (books, resource, equipment, etc.), accommodations and travel costs are the responsibility of the employer. Time and place of training and all costs to be coordinated and approved by the employer in advance.
5. The employee will move into the Assistant Refrigeration Plant Technician rate once they have received their fully required certification (class B, CARPT or equivalent).

6. The employee will move into the Assistant Head Curling Ice Technician rate once they have received their fully required certification (level two Curling Ice Certificate or equivalent).
7. The employee must work at the RA three consecutive years upon completion of the full certification or will be required to pay back all fees associated with the training on a prorated basis.
8. The employee will reimburse the RA for all associated fees if the employee does not pass the required course or if the employee leaves prior to completion of the full certification.

Note: Current staffing compliment to be maintained while accommodating these changes.

The Union agrees to recommend this Memorandum of Understanding to the membership for ratification.

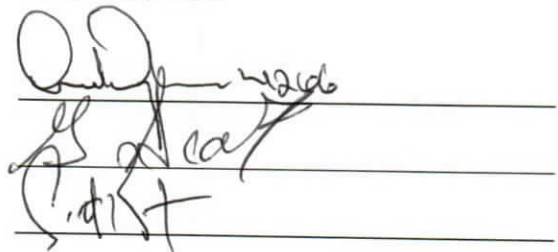
SIGNED at the City of Ottawa this 23rd day of September, 2019.

FOR THE COMPANY



Byron R. Menel

FOR THE UNION



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