

**IN THE MATTER OF AN ARBITRATION**

BETWEEN:

The Ottawa Carleton Public Employees Union,  
Local 503 CUPE

"The Union"

- and -

City of Ottawa

"City"

**AWARD**

On July 11, 2005, the Union filed a policy grievance alleging that the City had failed to comply with the meal period requirements of section 20(1) of the *Employment Standards Act, 2000* ("ESA") and Article 31.2(c) of the Collective Agreement with respect to paramedics. The Union further asserted that the City had failed to use "best efforts" as provided by Article 31.2(c)(iii) to ensure that paramedics were provided with uninterrupted meal periods.

This grievance came to be the subject of several days of arbitration proceedings before me and ultimately resulted in my decision released May 16, 2006. In this decision I upheld the Union's grievance with respect to the *ESA*, and I dismissed the Union's grievance with respect to the breaches of the Collective Agreement. I remitted the question of damages back to the parties, and reserved jurisdiction to determine the question in the event the parties were unable to reach agreement.

Failing such agreement, I invited counsel for each party to make written submissions on the issue of what, if any, damages were owing to the affected paramedics.

In a further award issued by myself on April 20, 2007, I directed that compensation be paid for each occasion where there was a violation of Section 20 of the *ESA*, namely, where the employee did not receive an uninterrupted 30-minute meal period for every five hours of work. I ordered each affected employee to receive time and one-half their applicable hourly rate of pay for the meal periods that were missed. Given the fact the affected employees have already been compensated at straight time for these meal periods, I ordered the City to pay the employees an additional one-half time their applicable hourly rate for any missed meal period(s).

Given the publication of Ontario Regulation 491/06 "Terms and Conditions of Employment in Defined Industries – Ambulance Services" on October 23, 2006, the City's liability under the *ESA* ended as of that date.

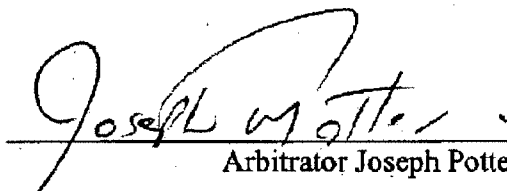
In recognizing the administrative difficulties inherent in calculating the number of missed meal periods for some three hundred and thirty paramedics over a sixteen month period, and taking into account the written representations made by the parties, I hereby order the following compensation to be paid:

- The sum of \$1300 shall be paid to all full-time paramedics employed between July 11, 2005 and October 23, 2006 and who continue to be employed by the City as paramedics as of the date of this award.
- For those paramedics hired between July 11, 2005 and October 23, 2006 (and who continue to be employed by the City as paramedics as of the date of this award), this amount shall be pro-rated on a month-to-month basis. Every completed month of service shall be used to calculate the final amount of damages.

The amounts above shall be subject to all required statutory deductions and shall be paid by the City within a reasonable period of time.

I trust that this concludes this matter for the parties.

Dated at Ottawa this 4<sup>th</sup> day of July, 2007

  
Arbitrator Joseph Potter