

# COLLECTIVE AGREEMENT

BETWEEN

CITY OF



**Respecting specific Summer Employment in the Aquatics Branch  
within the Recreation, Cultural and Facility Services Department  
(Recreation and Culture)**

AND

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

*in affiliation with*

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

# CUPE

*Awarded: December 18, 2023*

*Duration: January 1, 2020 to December 31, 2024*

*(Une version française est disponible à l'unité des relations de travail)*

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## **NOTES:**

In case of discrepancy between the English and French text contained in this Collective Agreement, the English version shall prevail.

An asterisk (\*) before a clause number denotes a change in language from the previous collective agreement.

## **PREAMBLE**

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

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

## **ARTICLE 1**

### **SCOPE AND RECOGNITION**

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees who are employed as Aquatic Supervisors, Aquatic Head Instructors/Lifeguards, Aquatic Lifeguard, Aquatic Instructor, and/or Aquatic Waterfront Lifeguards for the summer session between the period of April 1<sup>st</sup> to September 7<sup>th</sup> save and except persons above the rank of supervisor, persons hired for special recurring or non-recurring events, volunteers, persons in bargaining units for which any trade unions held bargaining rights as of August 15<sup>th</sup>, 2013 and persons excluded as a result of the application of the Ontario Labour Relations Act.

## ARTICLE 2

### **RESPONSIBILITY OF THE PARTIES**

- 2.1 The Employer recognizes the Union as the sole collective bargaining agency for all employees coming within the scope of this Agreement.
- 2.2 The Parties agree that every employee has a right to freedom from harassment in the workplace and to equitable treatment with respect to employment or continuing employment and membership in the Union without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identify, gender expression, age, record of offences, marital status, same-sex partnership status, family status or disability. The above-noted grounds shall be as they are defined in the Ontario Human Rights Code, R.S.O. 1990, as amended.
- 2.3 The Employer and the Union agree that during the life of this Agreement and during the period of negotiations of any revisions to this Agreement, or of a new agreement including the period of arbitration, there shall be no lockout or strike.
- 2.4 The Employer and the Union recognize and accept the provisions of this Agreement as binding upon each Party, and upon each of their authorized representatives, and pledge that they and each of their duly authorized representatives will observe the provisions of this Agreement.
- 2.5 The Employer agrees to recognize the Union's Labour Representatives.
- 2.6 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement will not take place during working hours, or on the premises of the Employer, or on any work project the Employer may be engaged in.

## ARTICLE 3

### **MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that, subject to the provisions of this Agreement, it is the function of the Employer:

- a) to maintain order, discipline and efficiency,
  - b) to classify positions,
  - c) to hire, transfer and promote,
  - d) to suspend, discharge or otherwise discipline employees for proper cause subject to the right of the employee concerned to lodge a grievance under the orderly procedure outlined in Article 14.
- 3.2 The provisions of the present Collective Agreement shall prevail in the event of any contradiction between a provision of the present Collective Agreement and any past custom, policy, or practice of the Employer.
- 3.3 In exercising its management rights the Employer will not act in a manner that is arbitrary, discriminatory or in bad faith.

## ARTICLE 4

### **HOURS OF WORK**

#### 4.1 **Reporting**

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

- 4.2 The standard hours of work may be scheduled up to a maximum of forty-four (44) hours per week or less.

#### 4.3 **Meal Period**

- a) When employees are scheduled to work more than five (5) consecutive hours, a meal period of one-half (1/2) hour shall be provided. Meal period, as specified in this Article, is outside the limitation of hours to be worked and is not paid time.
- b) Where an employee is required and is authorizes to work through his/her meal period, the employee will be paid at straight-time rates.
- c) Employees who are not permitted to leave the work location and who are required by the Employer to be available for work during his/her meal period will be paid at straight time rates.

**\*4.4 Rest Period**

Effective the City's Summer 2024 programming session:

Paid rest periods not exceeding fifteen (15) minutes will be allocated as per the following chart:

Length of Shift*	Paid Rest Periods (15 minutes)
At least 3.5 hours, and less than 6 hours	1
6 hours or more	2

\* a shift is the number of continuous hours worked

- 4.5 The Department Head, Director or Manager may adjust the hours of work, on a temporary basis during a National, Provincial or Municipal declared state of emergency or pandemic.

**ARTICLE 5**

**PREMIUMS**

**Preamble**

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

**5.1 Overtime**

No employee shall work overtime unless authorized by the Manager or designate. Overtime shall be defined as time worked in excess of forty-four (44) hours per week.

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

## ARTICLE 6

### LEAVE

#### \*6.1 Vacation Pay

All employees will be paid 4% (four percent) vacation pay on each biweekly pay.

Effective January 1, 2024

- (i) Employees with less than two (2) years' service will be paid 4% (four percent) vacation pay on each biweekly pay.
- (ii) Employees with more than two (2) years' service will be paid 6% (six percent) vacation pay on each biweekly pay.

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

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

#### 6.2 Statutory Holiday Pay

Employees who have been scheduled and who have worked the day previous to and subsequent to the following listed holidays will be paid for the following statutory holidays:

Victoria Day  
Canada Day  
Civic Holiday  
Labour Day (where applicable)

6.2.1 Statutory holiday pay will be calculated in accordance with the *Employment Standards Act, 2000*.



6.2.2 Any employee who works on the statutory or declared holiday, shall be paid for such hours worked at time-and-one half the regular rate of pay.

6.2.3 In addition to those holidays set out above, any day proclaimed between the period of April 1<sup>st</sup> to September 7<sup>th</sup> by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario shall be a statutory or declared holiday.

6.3 Time Off for Voting

The Employer shall grant time off for voting in a manner consistent with the *Canada Elections Act*, the *Ontario Elections Act* and the *Municipal Elections Act*, as may be amended from time to time.

6.4 Pregnancy/Parental Leave

Pregnancy and Parental Leave and benefits shall be granted in accordance with the *Employment Standards Act, 2000* and the *Employment Insurance Act 1996* as amended from time to time.

6.5 Personal Emergency and Family Medical Leave

Personal emergency and family medical leaves shall be granted in accordance with the *Employment Standards Act, 2000* as amended from time to time.

6.6 Jury and Witness Duty Leave

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

## 6.7 Leave of Absence to Union Members

### a) Collective Bargaining

The Employer shall grant a leave of absence with pay to a maximum of one (1) employee elected or appointed by the membership to represent the Union in the matter of the renewal or revision of a new agreement for this Bargaining Unit.

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

### b) Union Business

Subject to operational requirements, the Employer may grant reasonable leave of absence without pay of up to 40 (forty) hours in total for the purpose of transacting Union business. Such leave may be granted provided it does not impact continuity of service delivery. The Union will attempt to provide the employee's Manager with at least twenty (20) days notice for Union business leave requests. Such leave shall not be unreasonably withheld.

## 6.8 Leave of Absence Without Pay

Employees who desire leave of absence without pay shall make application to the head of the Department or designate. Approving a leave of absence application is at the discretion of the Employer and will not be unreasonably denied.

Except where otherwise provided, when an employee is on authorized leave of absence without pay in excess of thirty (30) calendar days, the employee's seniority points, increment date, and all benefits enjoyed by the employee immediately prior to the commencement of such leave of absence without pay shall be suspended. When the employee returns from the leave of absence, the employee's seniority points, increment date, and the benefits shall resume at the level at which they were when he/she absented himself/herself, recognizing any negotiated changes.

## 6.9 Paid Certification and Training Leave

Where the Employer requires as part of its program delivery, certification or in-service training, the Employer shall provide the training at no cost to the employee. The employee shall be paid the Aquatic Lifeguard rate of pay for all hours spent by the employee in such certification or in-service training

except in circumstances where the employee is responsible for the delivery of the training.

Certification as set out above shall not include the maintenance of entrance level qualifications required on hiring. However, where the Employer requires as part of its program delivery, recertification of the entrance level qualifications, the Employer shall provide training or shall reimburse the tuition costs provided the employee received approval by the Manager prior to the commencement of the training and provided that the employee has successfully completed the training.

**\*6.10 Domestic or Sexual Violence Leave**

Any employee who qualifies for Domestic or Sexual Violence leave under the *Employment Standards Act, 2000* as amended from time to time, shall be eligible for up to five (5) days of paid leave, non-cumulative, per year in addition to any paid leave provided by the *Employment Standards Act, 2000* for this purpose. Entitlement, application, and administration of this leave shall be done in accordance with the provisions outlined in the *Employment Standards Act, 2000*, as amended from time to time.

**ARTICLE 7**

**WORKPLACE SAFETY AND INSURANCE**

- 7.1 Every employee who is absent from duty as a result of personal illness or injury arising from his/her employment within the meaning of the Workplace Safety and Insurance Act, will be provided with medical care and treatment as provided in the Act.
- 7.2 In the event that an employee is able to return to light or modified duties as determined by the Workplace Safety and Insurance Board of Ontario, and the predecessor Worker's Compensation Board of Ontario, the Employer shall attempt to provide such work and the employee shall continue to receive the hourly rate of pay the employee was receiving prior to the date of the accident.
- 7.3 The Union recognizes that re-assignment of a permanently, partially disabled employee to alternate employment may necessitate a change of classification and pay.

- 7.4 It is recognized that where the employee has been re-assigned or offered and accepts alternate employment with the Employer, the employee shall be entitled to any lump sum payment or permanent award payable as determined by the Workplace Safety and Insurance Board of Ontario and the predecessor Worker's Compensation Board of Ontario, and such payment will not reduce the wage or salary the employee will be receiving.

## ARTICLE 8

### **PROBATIONARY PERIOD**

- 8.1 Employees newly hired into the bargaining unit shall serve a probationary period. Employees newly hired into the bargaining unit who work a minimum of 480 hours during the first summer season shall be deemed to have completed their probationary period on September 7 of that year. Employees newly hired into the bargaining unit who work less than 480 hours during the first summer season shall have the probationary period extended to the following summer season within the Aquatics Bargaining Unit until the 480 hours are attained or until September 7 of the second season, whichever comes first. This extension cannot be extended beyond the second summer season.
- 8.2 During the probationary period, an employee may have his/her employment terminated without recourse to the grievance procedure, save and except where the termination is arbitrary, discriminatory, or in bad faith.

## ARTICLE 9

### **SENIORITY**

- 9.1 (a) Seniority will commence from the employee's first date of hire in the bargaining unit but not prior to April 1, 2014, provided that the employee has completed his/her probationary period as defined in Article 8.
- (b) The accrual of seniority for employees shall be based upon five points for every seven hours worked.

- (c) At each year-end, the total number of points will be carried over into the subsequent summer season; however, there will be no carryover of accumulated hours. Hours accumulation will begin from zero at the start of each calendar year.
- 9.2 Seniority shall accumulate under the following circumstances:
  - (a) when the employee is on the active payroll of the Employer;
  - (b) when the employee is off the payroll due to a workplace illness or injury and when the employee is receiving compensation benefits under the Workplace Safety and Insurance Act and the employee has not accepted employment with another employer;
  - (c) when the employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this Agreement, except in the circumstances covered in Clause 6.8.
- 9.3 An employee shall lose his/her seniority and shall be deemed to have severed his/her employment relationship:
  - (a) when the employee fails to report to work following an authorized leave of absence unless the employee has a reasonable explanation acceptable to the Employer;
  - (b) when the employee is absent from work in excess of seven (7) consecutive calendar days or two (2) consecutive scheduled working days, whichever time frame is longer;
  - (c) when the employee is discharged and not re-instated;
  - (d) when the employee resigns.
  - (e) if the employee fails to return for the next summer season.
- 9.4 In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and at a later period returns to a position within the scope of this Agreement, the employee shall, subject to Clauses 9.2 and 9.3, retain the seniority which the employee held at the time of transfer, but shall not accumulate any additional seniority for the period during which the employee held the position outside the scope of the Agreement.

**\*9.5     Seniority Lists**

The Employer shall provide the Union with a seniority listing of all employees covered by this Agreement and shall keep this list updated on a bi-annual (July and November) basis. Employees shall have access to the seniority listing from the Employer upon request. The list available to employees shall contain employee name, seniority points and substantive position title and work location.

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

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

**ARTICLE 10**

**RE-EMPLOYMENT AND VACANCIES**

- 10.1 Anyone seeking employment in this bargaining unit is required to apply in accordance with the Employer's application process and must make written application in accordance with the published deadlines. This includes individuals who are seeking re-employment in the next summer season.
- 10.2 Individuals who have successfully completed the probationary period may apply to return to the same job in the same facility or the same job in beach operations and outdoor pools and they will be given a preferred standing over all other applicants. These individuals will be re-employed subject to the availability of the same job in the same facility or the same job in beach operations and outdoor pools. These individuals must possess the required certifications and qualifications and demonstrated ability to perform the work of the Employer. Once all these conditions are met, the jobs will be given to the most senior of these applicants.
- 10.3 Individuals who have successfully completed the probationary period may apply to a different job or to the same job in a different facility. Selection will be based on seniority provided the applicant possesses the required certifications and qualifications and demonstrated ability to perform the work of the Employer. The applicant's absenteeism may be considered

where appropriate. If successful, the applicant will be subject to a two (2) month trial period in a different job. If deemed unsuccessful by the Employer during the trial period, the employee will be allowed to return to a vacant position in their former job if a vacancy exists prior to the end of the season. Otherwise the employee may apply to the former job in accordance with the conditions set out in the paragraphs above.

- 10.4 Individuals will forfeit any preferred standing with regards to re-employment if they:
- a) refuse an offer of employment;
  - b) accept an offer of employment and then fail to report;
  - c) choose to end their employment before completion of the employment period or
  - d) fail to complete their probationary period.
- 10.5 Returning employees who have successfully completed their probationary period shall have priority over new applicants or employees from other bargaining units within the City.

## ARTICLE 11

### **PROVISION OF UNIFORMS/PERSONAL EQUIPMENT**

- 11.1 Where a uniform/personal equipment is issued by the Employer and is required for the carrying out of duties, the Employer shall provide one (1) issue per year unless additional issues are deemed necessary by the Employer. Employees are responsible for maintaining and cleaning uniforms/personal equipment on a regular basis.
- 11.2 The Employer agrees to provide hats/caps and/or t-shirts where required for protection and/or identification.
- 11.3 In circumstances where the Employer has issued jackets for beach operations they shall remain the property of the Employer.

## ARTICLE 12

### **SALARIES AND WAGES**

- 12.1 The salaries and wages to be paid to employees covered by this Agreement shall be in accordance with the official schedule of salaries and wages of the Employer as agreed to by the Employer and the Union.
- 12.2 Employees, within this Bargaining Unit, shall be paid the rate of pay for the work being performed in accordance with the Schedule of Rates as set out in Appendix B.
- 12.3 Employees will advance to their next increment annually subject to the completion of one (1) full corresponding summer session.

The Employer may deny an increment to an employee if it is dissatisfied with the employee's performance. The reason for such a denial must be communicated to the employee in writing at least two (2) weeks but not more than six (6) weeks before the date on which the increment is due.

- 12.4 Salaries and wages as set forth in this Agreement shall be effective on the effective date of the negotiated increase.
- 12.5 **Salary Protection on Downward Reclassification**

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

## ARTICLE 13

### **UNION REPRESENTATION**

- 13.1 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize as stewards any employees appointed by the Union, and the Union shall notify the Employer in writing of the names of such stewards at the time of their appointment. Such lists shall be provided on an annual basis, January each year, to the



Deputy City Solicitor, Litigation and Labour Relations. The Employer shall not be required to recognize any stewards until it has been so notified.

- 13.2 The Union recognizes that no steward shall leave work during working hours to perform his/her duties as a steward except in accordance with this Collective Agreement.
- 13.3 No steward shall leave his/her work as a steward without obtaining the permission of his/her full-time supervisor. Permission shall not be unreasonably withheld, but if withheld, the steward shall be permitted to contact the Union Office. It is understood that some programs may not allow for stewards to leave during his/her shift (e.g. Beach Operations, etc).
- 13.4 When requesting permission to leave his/her work during working hours to perform his/her duties as steward, the steward shall indicate the anticipated time of return and should it be necessary to revise the time of return, he/she shall notify his/her full-time supervisor. The steward shall report to his/her full-time supervisor upon his/her return to work.
- 13.5 There shall be approximately one steward appointed for every sixty (60) employees. The Union will notify the Employer in writing of the names of its stewards and/or representatives. The Union will advise promptly of any changes made to the list. The Employer shall not be required to recognize any stewards and/or representative until it has been so notified.
- 13.6 An employee shall have the right to have a Union Representative or steward present at any discussion with management, security or supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward or Union Representative to be present at the interview. The Employer may suspend the employee with pay, pending the interview, in an emergency. The unavailability of a Union Representative or steward shall not delay the meeting more than seventy-two hours. The Employer may designate a Union Representative or steward to attend if that becomes necessary to meet the 72-hour limit.
- 13.7 The Union recognizes that a steward shall not use such time away from his/her work except to perform his/her duties as a steward.

## ARTICLE 14

### **GRIEVANCE PROCEDURE**

- 14.1 For the purposes of this Agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between an employee and the Employer or the Union and the Employer.

14.2 Complaint Step

The Parties to this Agreement share a desire to adjust employee complaints as quickly as possible. An employee shall discuss his/her complaint with his/her immediate supervisor within five (5) days of the occurrence giving rise to the complaint, where possible, so as to afford the supervisor an opportunity to resolve the complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

In the case of complaints concerning harassment or discrimination, an employee shall discuss his/her complaint with his/her Manager or supervisor. The employee may be accompanied by a representative of the Union when the complaint is being discussed.

- 14.3 It is agreed that an employee shall not file a grievance until he/she has discussed his/her complaint with his/her supervisor in accordance with clause 14.2.
- 14.4 When an employee has presented his/her complaint to his/her supervisor and the complaint has not been resolved to his/her satisfaction within ten (10) days of the meeting, he/she may file a grievance with the Union Grievance Committee. The grievance must be signed and dated by the employee within twenty (20) days of the day on which he/she was notified or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt by him/her of his/her supervisor's reply to his/her complaint, whichever shall last occur.

\*14.5 Step 1

Where the Union has filed a grievance with the Litigation and Labour Relations designate, the Manager or designate shall meet with the grievor

and the Union representative within ten (10) days from the day on which it was received and date-stamped by his/her office and shall, within ten (10) days from the meeting, render his/her decision in writing.

- \*14.6 In the event the decision of the Manager or designate is not acceptable to the Union, the Union may notify the Litigation and Labour Relations designate of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement, within ten (10) days of the receipt and date-stamp by the Union office of the decision.

\*14.7 Policy Grievance

Where the Union has filed a policy grievance with the Litigation and Labour Relations designate, the Manager or designate shall meet with the Union representative within twenty (20) days from the day on which it was received and date-stamped by their office and shall, within ten (10) days from the meeting, render their decision in writing.

\*14.8 Employer Grievance

In the event that the Litigation and Labour Relations designate is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the Litigation and Labour Relations designate may notify the Chair of the Union Grievance Committee within ten (10) days of the receipt and date-stamp by the office of the Deputy City Solicitor, Litigation and Labour Relations or designate, of the decision of the Chair of the Union Grievance Committee that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with the procedure for arbitration of grievances contained in this Agreement.

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

- \*14.10 The time limits expressed in this Article are business days and may only be extended by mutual agreement between the Union and the Litigation and Labour Relations designate.

## ARTICLE 15

### **ARBITRATION PROCEDURE**

- 15.1 Any dispute or grievance concerning the interpretation or alleged violation of this Agreement including any question as to whether a matter is arbitrable which having passed through the grievance procedure outlined in Article 14 still remains unresolved, may be submitted to arbitration. Either Party to the Agreement desirous of exercising this provision shall give notice of intention to the other Party and at the same time appoint its member to the Board of Arbitration. The other Party shall, within a period of seven (7) working days, appoint its member to the Board of Arbitration. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chair of the Board. The Parties may mutually agree to use a single arbitrator in lieu of a Board.
- 15.2 If within ten (10) working days the two (2) members have not reached agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair. The decision of the Board of Arbitration shall be final and binding on both Parties to the Agreement as well as upon the employee or employees involved in the dispute.
- 15.3 The Board of Arbitration or single Arbitrator shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.
- 15.4 Each Party shall bear the expenses of its own member and shall bear equally the expense of the Chair or the single Arbitrator and all other expenses of the arbitration.
- 15.5 In the case of an employee who has been found to be unjustly suspended or discharged, he/she shall be reinstated and have all rights and benefits restored.
- 15.6 Nevertheless, in any situation where the Board of Arbitration or the single Arbitrator determines that there is cause for discipline, suspension or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.

## **15.7 List of Arbitrators**

The Union and the Deputy City Solicitor, Litigation and Labour Relations shall, by mutual agreement, establish a list of "agreed to" arbitrators, who may be used as determined by the Parties sitting as single arbitrators or as members of Arbitration Boards as described in 15.1.

## **ARTICLE 16**

### **PERSONNEL FILES**

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

### **Discipline**

- 16.2 Any notice of disciplinary action which may have been placed on the personnel file of an employee shall be removed after not more than twenty-four (24) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded.

Notwithstanding this Article, both Parties acknowledge the Employer's obligations under Bill 168.

- 16.3 Letters of Instruction and/or Expectation

While the Employer may provide a written statement to counsel, communicate and identify or clarify expected behavior in performance of job duties to an employee in non-disciplinary letters of instruction and/or expectation, the Employer may not disguise discipline in the form of a letter of instruction and/or expectation. Such letters shall be removed after not more than twenty-four (24) months have elapsed since the letter was delivered provided that no further related letters of instruction and/or expectation and/or disciplinary action have been recorded.

## ARTICLE 17

### **UNION SECURITY**

- 17.1 The Employer shall deduct from the pay cheque of present members of the Union and all future employees represented by the Union, all normal dues chargeable by the Union and shall remit the same to the Secretary-Treasurer of the Union bi-weekly. "Normal dues" shall not include any entrance fees or special assessments levied by the Union. Following the negotiation of a new collective agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay cheques and remitted to the Secretary-Treasurer of the Union.
- 17.2 The Employer shall supply the Union with an alphabetical order dues check-off list on a bi-weekly basis for the period between April 1<sup>st</sup> and September 7<sup>th</sup> and the list shall include the following information: name, employee number and dues paid for the current bi-weekly pay and the year-to-date.

## ARTICLE 18

### **OCCUPATIONAL HEALTH AND SAFETY**

- 18.1 Employees falling within the scope of this Agreement shall be governed by the provisions of the Ontario Occupational Health and Safety Act.
- 18.2 The Employer and the Union shall endeavour to provide a safe and healthy environment for employees through the Recreation, Cultural and Facility Services Joint Health and Safety Committee.
- 18.3 The Recreation, Cultural and Facility Services Joint Health and Safety Committee shall review such training and education programs on an ongoing basis to ensure that they are satisfactory.
- 18.4 The Employer shall provide WHMIS training to its employees to ensure that they are aware of and engage in safe work practices to minimize the risk of occupational injury and illness.

## ARTICLE 19

### **AUTOMOBILE EXPENSES**

- 19.1 The Employer agrees to reimburse individuals who are authorized by the Employer to use their private vehicles on city business for the cost of parking, as well as for any kilometers driven on the Employer's business at the corporate mileage rate.
- 19.2 The Employer shall reimburse employees for reasonable travel expenses while travelling on City business, provided such travel expenses have been pre-approved by the appropriate representative of the Employer.

## ARTICLE 20

### **LEGAL PROTECTION**

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

## ARTICLE 21

### **\* DURATION OF AGREEMENT**

- \* 21.1 This Agreement shall remain in force and effect from 1 January 2020 to 31 December 2024 and thereafter from year to year.
- 21.2 Should either Party to the Agreement wish to seek amendments to or modification of the Agreement and negotiate a new agreement, it shall give notice to the other Party not later than thirty (30) days before the expiration of the Agreement.
- 21.3 Within thirty (30) days of receipt of the aforementioned notice the Parties shall meet for the purpose of considering the proposed amendments or terms of the new agreement.

## ARTICLE 22

### **ARBITRATION RESPECTING AMENDMENTS TO THE AGREEMENT OR TERMS OF A NEW AGREEMENT**

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



## APPENDIX A

### **JOB TITLES**

Aquatic Supervisor  
Aquatic Head Instructor/Lifeguard  
Aquatic Lifeguard  
Aquatic Instructor  
Aquatic Waterfront Lifeguard

## APPENDIX B

### \* HOURLY RATES OF PAY

Job Title	Job Key #	Pay Grade
Aquatic Lifeguard	10034491	3
Aquatic Waterfront Lifeguard	10071427	3
Aquatic Instructor	10034492	4
Aquatic Head Instructor/Lifeguard	10034490	5
Aquatic Supervisor	10034489	5

Effective January 1, 2020  
1.80%

Steps		1	2	3	4	5
<b>Pay Grade 3</b>	Hourly	\$14.548	\$14.839	\$15.137	\$15.439	\$15.747
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$15.868	\$16.186	\$16.509	\$16.839	\$17.176
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$17.188	\$17.532	\$17.881	\$18.240	\$18.605
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

**Effective January 1, 2021**  
**1.50%**

<b>Steps</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 3</b>	Hourly	\$14.766	\$15.062	\$15.364	\$15.671	\$15.983
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$16.106	\$16.429	\$16.757	\$17.092	\$17.434
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$17.446	\$17.795	\$18.149	\$18.514	\$18.884
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

**Effective January 1, 2022**  
**1.75%**

<b>Steps</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 3</b>	Hourly	\$15.024	\$15.326	\$15.633	\$15.945	\$16.263
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$16.388	\$16.717	\$17.050	\$17.391	\$17.739
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$17.751	\$18.106	\$18.467	\$18.838	\$19.214
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

**Effective October 1, 2022**

<b>Steps</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 3</b>	Hourly	\$15.500	\$15.812	\$16.129	\$16.450	\$16.779
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$16.907	\$17.247	\$17.590	\$17.942	\$18.301
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$18.314	\$18.680	\$19.052	\$19.435	\$19.823
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

**Effective January 1, 2023**

**1.80%**

<b>Steps</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 3</b>	Hourly	\$15.779	\$16.097	\$16.419	\$16.746	\$17.081
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$17.211	\$17.557	\$17.907	\$18.265	\$18.630
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$18.644	\$19.016	\$19.395	\$19.785	\$20.180
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

Effective October 1, 2023

Steps		1	2	3	4	5
<b>Pay Grade 3</b>	Hourly	\$16.550	\$16.883	\$17.221	\$17.564	\$17.916
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$18.052	\$18.415	\$18.782	\$19.157	\$19.540
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$19.555	\$19.945	\$20.343	\$20.752	\$21.166
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

Effective January 1, 2024

2.00%

Steps		1	2	3	4	5
<b>Pay Grade 3</b>	Hourly	\$16.881	\$17.221	\$17.565	\$17.915	\$18.274
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$18.413	\$18.783	\$19.158	\$19.540	\$19.931
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$19.946	\$20.344	\$20.750	\$21.167	\$21.589
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

Effective April 1, 2024

Steps		1	2	3	4	5
<b>Pay Grade 3</b>	Hourly	\$17.881	\$18.221	\$18.565	\$18.915	\$19.274
Aquatic Lifeguard						
Aquatic Waterfront Lifeguard						
<b>Pay Grade 4</b>	Hourly	\$20.913	\$21.283	\$21.658	\$22.040	\$22.431
Aquatic Instructor						
<b>Pay Grade 5</b>	Hourly	\$22.446	\$22.844	\$23.250	\$23.667	\$24.089
Aquatic Supervisor						
Aquatic Head Instructor/Lifeguard						

SIGNED AT OTTAWA, ONTARIO, THIS 4<sup>th</sup> DAY OF April 2024

**THE CITY OF OTTAWA**

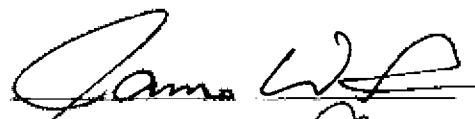
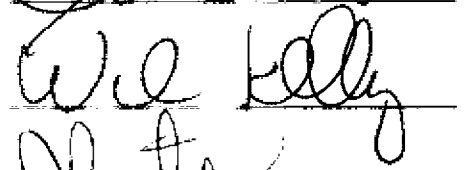
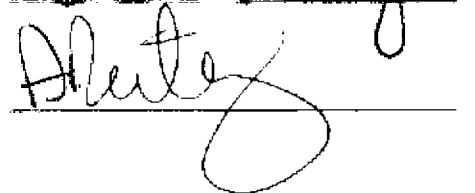
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

_____	_____
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**THE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION  
LOCAL 503 CUPE**

RESPECTING SPECIFIC SUMMER EMPLOYMENT IN THE AQUATICS BRANCH  
WITHIN THE RECREATION, CULTURAL AND FACILITY SERVICES DEPARTMENT  
(RECREATION AND CULTURE)

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