

COLLECTIVE AGREEMENT

BETWEEN

ESPANOLA REGIONAL RECREATION COMPLEX
Hereinafter referred to as the Employer

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4705
Hereinafter referred to as the Union

January 1, 2024 to December 31, 2026

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ARTICLE 1 - PURPOSE

- 1.01** The purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a process for the prompt and equitable dispositions of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02** It is agreed by the parties hereto that every covenant, provision and agreement shall ensure to the benefit and be binding upon the parties hereto and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits, the singular number shall read as if the plural were expressed and the masculine gender as if the feminine or neutral, as the case may be, were expressed.
- 1.03** Nothing in this Agreement shall be construed as imposing any personal liability upon an individual, who, from time to time, is a member of the negotiating committee of the Employer or as a member of the negotiating committee of the Union.

ARTICLE 2 - UNION RECOGNITION

2.01 Recognition

This agreement shall apply to all employees of the Corporation of the Town of Espanola, as defined in the Certificate of Certification issued by the Ontario Labour Relations Board, dated at Toronto, this 3rd day of May 2000.

2.02 Bargaining Unit Description

This being all employees of the Corporation Town of Espanola Complex, save and except Supervisors, Managers and persons above the rank of Managers, Office Staff and students (parks program) employed during the school vacation periods.

2.03 Definitions

(a) Probationary Employee

Probationary employee- is an employee who is serving a maximum probationary period of three (3) consecutive months of work for full-time employees or a maximum of 520 hours worked for part-time and casual employees with the Employer prior to being considered as a regular employee. Such period may be extended upon mutual written agreement between the Employer, the Union, and the employee.

Full-time employees who are absent during their probationary period will have the number of days on which they were absent added to their probationary period. Employees may be terminated during the probationary period by the Employer without recourse to the grievance procedure unless the termination is claimed to be on the basis of discrimination. In which case, the employee may present a written grievance at Stage two within five (5) working days of the termination notice.

Upon completion of the probationary period, the employee's seniority date shall be from his/her most recent hiring date with the Employer.

(b) Full-time Employee

A Full-time employee is an employee who is regularly employed to work thirty-five (35) hours per week to a maximum of forty (40) hours per week. When a change in weekly hours is required, ten (10) working days notice will be given prior to the implementation of the change.

(c) Part-time Employee

A part-time employee is an employee who is regularly employed to work a minimum of twenty (20) hours per week, but less than a full-time employee. This requires a commitment to the Employer, upon hiring, to be available for work on a regular predetermined basis as determined by the Employer for a minimum of twenty (20) hours per week. For clarity, an employee must be available to work the minimum of twenty (20) hours per week, as determined by the scheduling of the Employer, to be entitled to the weekly minimum.

(d) Casual Employees

Casual employee who is employed on a relief basis and is available for call-ins as circumstances demand. These employees may be scheduled for shifts and are called in as needed; need being defined as a shift where no regular part-time employee is available to work without necessitating the Employer to pay premium rates. Casual employees have no guaranteed minimum hours per week.

During the Fall (starting Labour Day) – Spring (ending Victoria Day) months, Lifeguard/Instructor and Front Desk casual employees may be scheduled to work on a regular predetermined basis as determined by the Employer for a minimum of ten (10) hours per week based on operational needs.

2.04 Temporary Employee

Temporary Employees may be hired for specific term not to exceed 9 months to replace employees who are on approved leave of absences, illness, or accidents in excess of 30 continuous days or to perform a special non-recurring task.

The term may be extended upon mutual agreement in writing of the Union, the employee and the Employer. If an employee is to be on an approved leave of absence for greater than 9 months, the Employer may hire a Temporary Employee for a term exceeding 9 months, provided that the term does not exceed the duration of the absentee's leave and with advanced notice to the Union.

The period of employment of such persons will not exceed the absentee's leave. Temporary employees shall be entitled to all the rights and benefits under the Collective Bargaining Agreement except articles 7, 8, 9, 10, 11, 12, 19 and 20.

Temporary employees may be released by the Employer at any time during the temporary period and the release or discharge of such employees shall not be subject to the grievance and arbitration procedures.

Temporary employees who are hired by the Employer on a permanent basis shall serve a probationary period, however, on the completion of the probationary period, they shall be credited for the hours worked as a temporary employee. Employees who are hired permanently in the same classification as they were employed while working, as a temporary employee shall have such time worked applied to their probationary period.

The Employer will outline to the persons selected to fill such temporary vacancies and to the Union the circumstances giving rise to the vacancy and the special conditions relating to such employment.

ARTICLE 3 - UNION SECURITY

- 3.01** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees covered by Article 2-Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.
- 3.02** No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of this Agreement.
- 3.03** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

The Employer may also request the presence of a representative of the Canadian Union of Public Employees at any meeting with the employees.

3.04 CHECK OFF AND UNION DUES

The Employer agrees to deduct the amount of Union dues as prescribed by the Union every pay period from all employees in the bargaining unit. The Employer agrees to remit the amount deducted to the Secretary-Treasurer of the Union, together with a list of the employees and their classification from whom the deductions were made and remit them together. The Union shall indicate in writing to the employer the amount of Union dues to be deducted and any changes in Union dues shall take effect in the month following the month in which written notice was received by the Employer.

3.05 The Union agrees to defend and hold the Employer completely harmless against all claims, demands and expenses should any bargaining unit employee, at any time, contend or claim that the Employer has acted wrongfully or illegally in making such dues deductions.

3.06 Bargaining Unit Security

Persons (whose jobs paid or unpaid) who are outside of the bargaining unit shall not be hired to perform work normally performed by bargaining unit employees, which results in the loss of employment or lay off of bargaining unit employees.

It is understood that the term “persons” includes contractors, volunteers, non-union employees, Co-op students or individuals under government grants or under the Ontario Works placements.

Despite the foregoing, managers, supervisors and non-bargaining unit employees shall be permitted to perform work normally done by employees in the bargaining unit in emergency situations, to address safety issues and where no qualified bargaining unit members are available to complete required tasks.

ARTICLE 4 - NO DISCRIMINATION

4.01 There shall be no discrimination practiced either by the Employer or the Union or by any employee against any other employee, because of an employee’s race, religion, color or place of origin, sex, marital status, age, disability or political affiliation or in accordance with the *Ontario Human Rights Code*. It is further agreed and clearly understood that there shall be no discrimination exercised or practiced on the part of the Employer or its representatives against any employee for his participation, either past or present or future in the formation or administration of the Union.

4.02 Neither the Union nor any of its officers or representatives or any employee will engage in any Union activity during normal working hours or on the Employer's premises at any time, except with express written permission of the Employer or except as specifically provided elsewhere in this Agreement.

ARTICLE 5 - EMPLOYER'S RIGHTS

5.01

The Union agrees that without limiting the generality of the foregoing, the Employer has the right to:

- (a) Manage all departments, direct the working force or forces, hire, promote, train, assign, schedule, demote, transfer, layoff and suspend, discipline or discharge employees for just cause.
- (b) Without limiting the generality of the foregoing, the Employer has the right to maintain order, discipline and efficiency; to make and alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees.
- (c) To operate and manage in accordance with the Corporation's commitments, obligations, and responsibilities including the right to expand or curtail operations, schedule operations and work, set quality and quantity standards, determine job content, establish job assignments, and determine the qualifications required of an employee to perform any particular job; and
- (d) To determine the methods and techniques of work including but not limited to the right to introduce new or improved operational procedures, the schedules of work, number of personnel to be employed;
- (e) The Employer will provide the Union with a copy of its Rules and Regulations and any changes in such Rules or Regulations. Upon request of the Union within one week of being provided with the Rules and Regulations or changes, the Employer shall meet with the Union to discuss and explain the Rules and the reasonableness of such rules and regulations. The Union shall have the right to file a policy grievance pursuant to the provisions of the grievance procedure of this Agreement.

The Employer agrees that it shall exercise its management rights in accordance with the terms and conditions of the Collective Agreement.

It is further agreed that all matters concerning the operation of the Employer's business shall be reserved to management and be its exclusive responsibility.

ARTICLE 6 - RESPONSIBILITY OF EMPLOYEES

- 6.01** It is the responsibility of the employees to advise the Employer of their current address and the telephone number. Therefore, any notice or phone call sent to the last recorded address or telephone number, will be deemed received by the employee concerned.
- 6.02** When required by the Employer, all employees will submit to a medical examination by a qualified medical practitioner in the Town of Espanola if available, and mutually agreed upon by both parties, it being understood that the expense of such examination shall be borne by the Employer. The medical practitioner's report pursuant to the medical examination shall be made available to the Employer with a copy to the employee.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

The Parties agree that for the duration of this Agreement there shall be no strikes or lockouts as set out in the *Ontario Labour Relations Act* currently in force.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 DEFINITION OF A GRIEVANCE

For the purposes of this Agreement, a grievance is defined as a difference arising between the Parties or between an employee and the Employer, relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.

Grievances shall be dealt with in the following manner provided such grievances are in writing and filed within fifteen (15) working days of the discovery of the alleged violation or when it ought to have reasonably come to the attention of the employee. Replies to grievances shall be in writing at all steps.

Step 1

The employee, who may be accompanied by a steward, shall take the matter up with his supervisor. The supervisor will reply within two (2) working days. Failing settlement at this stage, the employee shall, within two (2) working days of the answer, present his/her written grievance at Step 2.

Step 2

The written grievance shall be submitted to the Grievance Committee who shall present the written grievance to the Manager of Community and Recreation in accordance with Step One. Representatives of the Employer shall meet with the grievance committee and a representative of the Canadian Union of Public Employees within fifteen (15) working days to discuss the merits of the grievance.

The Manager of Community and Recreation shall provide a response in writing to the Union within fifteen (15) working days of such meeting.

Step 3

Failing settlement at Step 2, the grievance may be submitted to the CAO or designate within fifteen working days of the response at Step 2 or the date at which the response should have been given.

Step 4

Failing settlement at this stage, the grievance may be submitted to arbitration within fifteen (15) working days of the response at Step 3 or the date the response should have been given.

8.02 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union, which is not properly an individual grievance, concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fifteen (15) working days following the circumstances giving rise to the complaint or grievance. In the case of an Employer grievance, the matter should be submitted in writing to the Union President.

The Parties shall meet within fifteen (15) working days to discuss the merits of the grievance. The response shall be in writing within fifteen (15) working days of such meeting. Failing settlement at this stage, the grievance may be submitted to the Clerk Treasurer/Administrator Arbitration within fifteen (15) working days of the response at Step 2 or the date the response should have been given. And failing settlement at this stage, the grievance may be submitted to Arbitration within fifteen (15) working days of the response at Step 3 or the date the response should have been given.

8.03 Discharge/Discipline

- (a)** In case of discharge, suspension and discipline the burden of proof of just cause shall rest with the Employer; and in all other cases, the burden of proof shall rest with the Union.

- (b) Should it be found that an employee has been unjustly disciplined, suspended or discharged, the Arbitration Board shall decide the case in any manner it deems just and equitable. Similarly the parties may settle the case in any manner that they deem just and equitable.

8.04 Clearing of Record

Twelve months after a warning, which may involve a reprimand and/or suspension has been issued, the warning so given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's employment record provided that there has been no re-occurrence of a similar and or related infraction. Any final warning which indicates that termination of employment shall follow any re-occurrence of a similar and/or related infraction shall not be removed from the employee's file, unless otherwise agreed and or ordered through the grievance/arbitration process.

8.05 Access to personnel file

An employee, who may be accompanied by his/her steward, has the right of access to review his/her personnel file in the presence of the Employer, provided the employee has made a written request to his/her supervisor two days in advance. Access shall be at a mutually agreeable time. It is understood that nothing shall be removed, altered or amended without the consent of the Employer. Upon request an employee may have access to photocopies of any documents contained in his/her file.

- 8.06** For grievance proceedings, days and working days shall be Monday to Friday inclusive, excluding Saturday, Sunday and Statutory Holidays.

8.07 Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure. The Union will notify the Employer in writing as to the names of the Stewards and only those Stewards thus named shall be recognized by the Employer. And further that grievance protocol will be a quorum of a minimum of two (2) representatives from the Union and Management at any grievance meeting.

8.08 Extension of Time Limits

The time limits set out in this Article shall only be extended by mutual agreement between the Parties and such agreement shall be confirmed in writing.

ARTICLE 9 - ARBITRATION

- 9.01** If any differences of opinion relating to the interpretation, application or alleged violation of this Agreement cannot be settled after exhausting the grievance procedure, they shall be settled by arbitration as defined in the *Ontario Labour Relations Act* R.S.O. currently in force.
- 9.02** Each of the parties hereto shall bear the expenses of the nominee appointed by it, and the parties hereto shall jointly bear equally the expenses of the Chairperson of the Board of Arbitration.
- 9.03 Single Arbitrator**
- Upon mutual agreement, either party may submit a grievance to a single arbitrator who shall have the same powers as a Board of Arbitration.
- 9.04 Jurisdiction**
- The Arbitrator or Arbitration Board as the case may be, shall have no authority to alter, modify, amend, or add to, any of the Articles of this Agreement, and must render a decision consistent with the express terms of the Collective Agreement.
- 9.05** Should it be found that an employee has been unjustly disciplined, suspended or discharged, the Arbitration Board shall decide the case in any manner it deems just and equitable. Similarly the parties may settle the case in any manner that they deem just and equitable.

ARTICLE 10 - SENIORITY

10.01 Seniority Calculation

- a)** Seniority is defined as the length of continuous service with the Employer within the bargaining unit since date of hire, as adjusted by the provisions of this Agreement. Seniority for part-time employees will be calculated based on number of hours worked. Seniority shall be applied as set out below and shall operate on a bargaining-unit-wide basis, subject to the terms of this Agreement.
- b)** When an employee is transferred from part-time to full-time, the employee shall transfer seniority on the basis of 1820 hours worked (for positions on a thirty-five (35) hour work week); or 2080 hours worked (for positions on a forty (40) hour work week) equals one (1) year and vice-versa. For the purposes of calculation of seniority, overtime hours are not included.

- c) Should two or more employees have an identical date of last hire, seniority will be based on the first shift worked.

10.02 Both Parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. Therefore in making staff changes, transfers, or promotion, appointment shall be made of the most senior qualified employee with the qualifications to meet the normal requirements of the job description. Casual employees may apply for jobs posted and will be considered when there are no full-time or part-time applicants or when there are no successful full-time or part-time applicants.

For the purposes of the Agreement, “qualifications” shall be defined as an individual’s skill, training and experience in similar positions.

10.03 Seniority List

There shall be a separate seniority list for full time and part time employees. A copy of the seniority lists by date of hire shall be placed on the bulletin board on ratification of this agreement and as of January 1st and June 1st of each year; thereafter with a copy to the local Union.

10.04 Seniority Standing Protests

Protests in regards to seniority standing must be submitted in writing to the Clerk within thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or his representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change in seniority status of an employee shall be made unless concurred with the Union. Any change in the seniority list shall not have any retroactive effect unless otherwise agreed to by the parties.

10.05 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated if:

- a) he/she voluntarily resigns;
- b) he/she is discharged with just cause;
- c) he/she fails to report to work within fifteen (15) days after a notice of recall has been sent by registered mail or telegram to his/her last known address with the Employer;
- d) he/she is on lay off extending for a period of more than twelve (12) consecutive months;

- e) he/she absents himself from work for three (3) or more working days without legitimate reason acceptable to the Employer;
- f) he/she utilizes a Leave of Absence for purposes other than those for which the Leave was granted;
- g) falsely claims to be absent due to illness or accident, provided the termination is not contrary to the *Human Rights Code*;
- h) consumes alcohol or utilizes illegal drugs during working hours, provided the termination is not contrary to the *Human Rights Code*;
- i) where the employee has been absent due to disability or illness for a period of twenty-four (24) months, provided the termination is not contrary to the *Human Rights Code*.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Definition of Layoff

Layoff shall be defined as a reduction in the regular hours of work of a full-time or part-time employee or as a reduction of bargaining unit employees.

11.02 Notice to Union

- (a) In the event of a proposed layoff the Employer shall provide the Union with thirty (30) days written notice or such shorter period where the situation causing the layoff arises within the thirty (30) days.

- (b) **Notice to Employees**

Provide the affected employees, if any, with notice in accordance with the *Employment Standards Act*.

11.03 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority provided that the employee is qualified to perform the available work. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the employee with less seniority without training.

Employees will be recalled in the reverse order of their bargaining unit wide seniority provided that the employee is qualified to perform the work without training.

It is understood that the right to bump will not include the right to bump up to a position which amounts to a promotion.

11.04 No new Employee

No new employee shall be hired until those laid off have been given an opportunity of recall provided those on recall are qualified with skills and ability to perform the available work without training.

ARTICLE 12 - JOB POSTINGS

12.01 All vacant positions and newly created positions, which the Employer requires to be filled, which are covered by the scope of this Agreement, shall be posted on all bulletin boards where all employees may have an opportunity to observe for a maximum of five (5) working days, during which time employees will have an opportunity to apply for such positions.

The Employer shall post all temporary vacancies in accordance with the above when the Employer knows that the temporary vacancy shall exist for at least one (1) month.

Such posting shall contain the following information:

- a) Location
- b) Title
- c) Wage rate
- d) Normal requirements of the job as determined by the Employer
- e) Estimated probable duration for temporary classifications

12.02 Successful Applicant

The name of the successful applicant, if any, shall be posted for a period of five (5) working days.

12.03 Temporary Vacancies

An employee filling a temporary vacancy shall, on the termination of such vacancy, revert to the position held immediately preceding the selection if such exists. In the event that his/her position no longer exists, the employee may exercise his/her seniority rights under Article 10.

Employees who receive a temporary posting which pays a higher rate of pay shall receive the higher rate of pay for the total duration of the posting.

12.04 Trial Period

This clause is not applicable to probationary employees as defined under Article 2.03(a).

The successful applicant shall be placed on a trial period for a maximum of three (3) consecutive months worked for a full-time employee and a maximum of 520 hours worked for a part-time employee. Such period may be extended upon mutual written agreement between the Employer, the Union, and the employee.

In the event that the successful applicant proves unsatisfactory in the position during the aforementioned period or if the employee finds him-or-herself unable to perform the duties of the position, he/she shall be returned to his/her position and former wages without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her position and wages without loss of seniority.

12.05 Promotion

When an incumbent is moved to a job classification wherein the Step 1 wage rate in that job classification is lower than their current wage rate, the incumbent will not be placed in a Step on the wage grid in their new job classification that results in the employee having a lower wage rate, unless the step 4 wage rate in the new job classification is lower than their current wage rate, in which case, they will be placed in step 4 in the new job classification.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Full-time position with the Union

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay or benefits while so engaged, provided written request is made by the Union and provided such leave does not exceed three (3) years.

13.02 Meetings with Employer

Subject to the approval of the Employer, which approval shall not be unreasonably withheld, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Employer.

13.03 Union Business Leave

Duly appointed delegates shall be granted, subject to operational demands, a leave of absence without pay and without loss in seniority to attend to the business of the Union. It is understood that there shall only be a maximum of two (2) employees at any one time on such leave and in order to qualify for such leave of absence, the Union shall provide two (2) weeks' notice in writing to the Employer. Delegates shall not be chosen from the same classification. Delegates who receive a leave of absence shall cease to receive any benefit coverage if the leave of absence lasts longer than thirty (30) days and the benefit coverage will resume only after his return to employment with the Corporation.

13.04 Personal Leave of Absence

Employees may be granted a personal leave of absence without pay. Such leaves will not be unreasonably denied. Leaves of absences in excess of thirty (30) days shall be without benefits where applicable.

13.05 The name of an employee on authorized personal leave of absence shall be continued on the seniority list but shall not accumulate seniority while on such leave of absence.

13.06 Extended Leave

Subject to the Rules and Regulations, in the event that an employee is accused of a criminal offense which requires a court appearance, he/she will be given an automatic leave of absence without loss of seniority but without pay for the purpose of attending the court appearance.

In the event that the accused is jailed and awaiting a court appearance, he/she shall be given an automatic leave of absence without loss of seniority but without pay.

In the event that the accused employee is found guilty and sentenced, he/she may receive a leave of absence without seniority and without pay or benefits to cover the period of the sentence, at the discretion of the Employer.

13.07 Bereavement Leave

- a)** Full-time employees will be granted up to three (3) scheduled consecutive shifts off with pay for bereavement leave for deaths in their immediate family. One of these days must coincide with the day of the funeral or death. Immediate family shall include father, mother, sister, brother, spouse, common-law spouse, same-sex-spouse, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepmother, stepfather, step-brothers and step-sisters. An additional two (2) scheduled days with pay shall be granted for the death of a spouse, son or daughter. Employees may request to defer one day of their bereavement leave for a later memorial or burial.

- b)** Part-time Employees will be granted up to three (3) consecutive calendar days off for bereavement leave for deaths in their immediate family. One of the days must coincide with the day of the funeral or death. Immediate family shall include father, mother, sister, brother, spouse, common-law spouse, same-sex-spouse, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepmother, stepfather, step-brothers and step-sisters. Only scheduled days falling during the three calendar days shall be paid. An additional two (2) days shall be granted for the death of a spouse, son or daughter. Only scheduled days falling during the five calendar days shall be paid in the event of the loss of a spouse, son or daughter. Employees may request to defer one day of their bereavement leave for a later memorial or burial.

13.08 Jury and Witness Duty Leave

- 1.** Employees subpoenaed to act as jurors or witnesses in criminal or civil courts including coroner's inquest shall be granted leave of absence, without loss of seniority, for such purpose.

- 2.** An employee shall be entitled to the jury or witness duty fee or his/her full wages for the period, whichever is the greater.

- 3.** If the full wages for the period is greater than the jury or witness duty fee, then to receive his/her full wages, the employee must remit to the Employer the full amount of his/her jury or witness duty fee for the same period.

- 4.** The employee shall retain any travel expenses, meals, other expenses, received in connection with jury or witness duty leave.

- 5.** This leave shall not be payable to employees acting as a plaintiff filing a claim in a civil proceeding.

13.09 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be in accordance with the *Employment Standards Act* as amended from time to time.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 The following statutory holidays with pay will be granted to all employees covered by this Agreement who have qualified for same, paid on the basis of a minimum of seven (7) hours or for all hours worked if greater for full-time employees at the regular rate, and the average regular daily hours at the employee's regular rate for part-time employees.

The following public holidays are recognized:

New Year's Day	Good Friday
Victoria Day	Easter Sunday
Family Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Civic Holiday	National Day for Truth and Reconciliation

Employees may choose to receive time off in lieu of overtime. Such time off in lieu will be scheduled at a time that is mutually agreed upon between the employee and the Employer.

The last three and a half (3 ½) hours on the full-time employee's last regular scheduled day of shift prior to New Year's Day. The last three and a half (3 ½) hours on the full-time employee's last regular scheduled day of shift prior to Christmas Day.

14.02 Additional Statutory Holidays

In addition to the above-named holidays, any other holidays proclaimed by the Lieutenant-Governor, Governor-General or the Mayor will be subject to the provisions of this Article.

14.03

(a) Qualifications for Paid Holiday

In order to qualify for a paid holiday, the qualifications of the *Employment Standards Act* or the Employer's Statutory Holiday Pay Policy be used, whichever is more beneficial to the employee.

(b) Premium Pay

Employees authorized to work on a statutory holiday as listed in 14.01 or 14.02, will be paid time and one half (1 ½) their regular rate per hour for all hours worked.

- (c)** Employees may choose to bank their statutory holiday. The time off in lieu of the Stat shall be used by December 1st of each year unless otherwise mutually agreed to between the employee and the Employer. The Stat Bank shall be paid out at the 1st pay period of December of each year.

ARTICLE 15 - VACATIONS

15.01 Entitlement

(a) Full-Time Employees

- i. All employees with one (1) year or more continuous service shall be entitled to three (3) weeks' annual vacation with pay.
- ii. All employees with seven (7) years or more continuous service with the Corporation will be entitled to four (4) weeks' vacation with pay.
- iii. All employees with twelve (12) years of continuous service with the Corporation will be entitled to five (5) weeks' vacation with pay.
- iv. All employees with fifteen (15) years of continuous service with the Corporation shall receive an additional day of vacation for each year of service completed over fifteen (15) years up to a maximum of twenty (20) days with pay;
- v. Should any of the holidays provided for in Article 14 - Paid Holidays fall during an employee's vacation period, then said employee shall be entitled to an extra day's vacation for each holiday.
- vi. Employees, upon termination, with less than one (1) year's service with the Corporation, shall be entitled to four percent (4%) of his/her earnings in accordance with the *Employment Standards Act*.
- vii. After one (1) year as a full time employee the anniversary date for future accumulation of vacation shall be January 1st of each year.

(b) Part-Time Employees

- i. Part-time employees will receive in lieu of vacation at 4% of their hourly rate, and will be accrued and paid when requested by the employee. Part-time employees with five (5) or more years of employment are entitled to six percent (6 %).
- ii. Employees will have the ability to carry-over up to one year's worth of vacation credits. Any remaining balance of vacation beyond the one year carry-over will be paid out to the employee as of the first pay period in December.

(c) Casual Part-time and Casual employees shall receive vacation pay in the amount of four (4%) percent of their hourly rate and such vacation pay shall be paid each pay day. Casual employees with five or more years of employment are entitled to six percent (6 %).

15.02 Vacation Requests

Employees shall provide their holiday requests in writing by March 31st of each year. The Employer shall post and respond to requests based on seniority within the divisions by May 31st of each year. Once approved such time off may only be changed with mutual agreement between the Employer and the employee.

It is understood that priority will be given to those requests received by March 31st.

Vacation requests submitted after March 31st of any year will be considered on a first come first serve basis.

Employees will have the ability to carry-over up to one year's worth of vacation credits. Any remaining vacation credit balance, beyond the one year carry over, shall be paid out to the employee on the 1st pay period of December of each year.

ARTICLE 16 - HOURS OF WORK

16.01 Work Schedule

The Employer shall for all classifications and employees, post a work schedule at least two weeks in advance covering a minimum period of four (4) weeks. Any changes to the posted schedule will be made no later than the Thursday of the prior week. Employees shall be notified in advance of all such changes. Shifts will be distributed as fairly and equitably as possible, within the operational requirements, considering the employee's ability to meet the normal requirements of the job and the Employer's needs to meet the operations.

Casual employees are to provide their availability for work during operational hours at least two weeks in advance of the schedule being posted and if they fail to do so the employees will become responsible for all shifts they are scheduled for. Once the schedule is posted it shall not be changed without the knowledge of the employee.

The Employer shall ensure that all full-time & part-time shifts scheduled will be a minimum of 3 hours in length, excluding staff training and meetings. Casual employees shall be scheduled and/or called in for a minimum of two (2) consecutive hours. Where a break of one (1) hour or less occurs during a casual employee's scheduled shift, they shall be offered the choice of staying at work with pay or leaving for the duration of the break without pay, and returning for the balance of their shift. It is understood that the minimum requirements do not apply to the Casual Rink Attendant classification. The minimum requirement may be adjusted by mutual agreement between the Employer and the Union.

There shall be no split shift for full-time employees unless by mutual agreement between the Employer and the Union.

Extra shifts, which become available after the posting of the schedule, shall be offered in the following manner:

- a) Most senior part-time employee available who is able to meet the normal requirements of the job;
- b) A casual employee available who is able to meet the normal requirements of the job;
- c) Most senior full-time employee available who is able to meet the normal requirements of the job.

It is understood that the shift may not be offered to an employee if it will result in have to pay overtime premium.

Where the Employer requires an employee to work overtime; overtime shall be offered to the most senior employee in accordance with Article 16.01 a) 16.01 b) and 16.01 c).

Work schedule will be determined by the operational needs of the department and the availability as submitted by the employee.

16.02 Unpaid Meal Break

Employees who work a minimum of five hours will be entitled to a one half hour unpaid meal break. It is understood that such employees will be entitled to leave the Complex during such period.

16.03 Reporting Pay

Employees who report to work for a scheduled (or call in) shift approved by the Employer, and because of a lack of work are not required, shall be entitled to a minimum of two (2) hours pay at their regular rate of pay.

This clause does not apply in circumstances where the Employer has provided a reasonable notice of a minimum of one hour to the employee(s) concerned. Employees who are not available to receive such notice will be required to provide a reason acceptable to the Employer prior to being paid.

The Employer shall not act in an arbitrary or discriminatory manner.

16.04 Exchange of Shifts

An employee may exchange shifts with another employee provided that such exchange meets the approval of the management and that such requests are to be submitted in writing at least three days in advance, unless it is unreasonably possible to do so. The request shall be signed by both employees. It is understood that such requests will not result in the employees' having to be paid overtime premium.

The request for such and exchange shall not be unreasonably withheld and the employer's response be given in writing twenty-four hours after receiving the written request.

16.05 Modified hours of work

Modified shifts, weekend shifts or amendments to the hours of work set out above, may be set up to accommodate specific tasks, programs, special events and operational needs of the department.

16.06 A shift premium of \$1.00/hr shall be paid for all hours worked from 11:00 p.m. to 5:30 a.m.

ARTICLE 17 - OVERTIME

17.01 Overtime compensation shall be paid at the rate of time and one half (1^{1/2}) the employee's normal rate for all authorized work in excess of forty (40) hours per week for employees who have a regularly scheduled forty (40) hour work week.

Overtime compensation shall be paid to full time employees at the rate of time and one half (1^{1/2}) the employee's normal rate for all authorized work in excess of thirty-five (35) hours per week for employees who have a regularly scheduled 35 hour work week.

For clarity, it is not mandatory to work Overtime when asked, and there will be no reprisals.

- 17.02** Meal periods are one half hour unpaid unless otherwise authorized by the Employer.
- 17.03** Authorized overtime which occurs at the end of a shift shall be assigned to the employee who is performing the work at the end of the shift.
- 17.04** Employees may choose to receive time off in lieu of overtime. Such time off in lieu will be scheduled at a time that is mutually agreed upon between the employee and the Employer.
- 17.05** The time off in lieu of overtime bank shall be used by December 1st of each year unless otherwise mutually agreed to between the employee and the Employer. The overtime bank shall be paid out at the 1st pay period of December of each year and shall not accumulate from one year to the next.

ARTICLE 18 - RELIEVING IN OTHER GRADES

- 18.01** When an employee is assigned to relieve in a position of higher rating, he/she shall receive the rate for the position in which he/she is relieving for the full period of the relief.
- 18.02** When an employee is assigned to relieve in a position of lower rating for any period, he or she shall maintain his or her regular rate of pay while so assigned, unless such assignment is as a result of a layoff or the discontinuance of a position, or as a result of a demotion, then the employee will receive the rate of the job to which they are assigned.
- 18.03** Employees who work overtime shall receive one and one half (1^{1/2}) times the rate of the job, which they are performing on overtime subject to 17.01 and 17.02 above.
- 18.04** Part-time employees who relieve full-time employees on a temporary basis shall maintain their part-time employee status.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

For Full-Time Employees Only

19.01

- (a)** Effective upon ratification all full time employees will be enrolled in the Town's benefit plans. It is understood that enrolment in the plan is mandatory for all full-time employees effective the first of the month upon completion of their probationary and/or trial period.
- (b)** The Corporation will contribute one hundred percent (100%) of the premiums according to the Town's Benefit Schedule for permanent full-time employees only. The employer may substitute insurance carriers for any policy provided the benefits are substantially the same. It shall also be the responsibility of the employer to keep all Policy benefits current with respect to changes in employee wages and percentages as set out in the policies.
- (c)** Long Term Disability Insurance or equivalent carrier; Paying 70% of the employee's salary.
- (d)** Extended Health Care Insurance or equivalent carrier;
- (e)** Short Term Disability or equivalent carrier; Paying 75% of the employee's salary.
- (f)** Dental Insurance or equivalent carrier; Current O.D.A. fee schedule, as amended, from time to time Maximum \$2000.00 annually per person.
- (g)** Major Restorative Dental: \$2000.00 annually.
- (h)** Orthodontic: \$2000.00 annually.
- (i)** Accidental Death and Dismemberment Insurance or equivalent carrier; paying up to three (3) times the employee's salary to a maximum of \$200,000.00
- (j)** Vision Care: \$400.00 for glasses.
- (k)** Paramedical benefits: \$500.00 annually.

19.02 The Corporation's contributions to the welfare benefits set out in Article 19.01 shall cease when an employee is on strike, lay-off or on a personal leave of absence greater than one (1) month or when an employee is on sick leave or disability leave for a period greater than twelve (12) months.

19.03 Payment in Lieu of Benefits (Part-time Employees Only)

A part-time employee shall receive in lieu of all fringe benefits (excluding holiday pay and vacation pay) eleven (11%) percent of his/her regular straight time hourly rate for all regular hours paid.

ARTICLE 20 - SICK LEAVE

Sick Leave for Full-Time Employees Only

- 20.01** Effective on ratification and January 1 thereafter, all permanent employees shall be credited with ten (10) days sick leave non-accumulative.
- 20.02** Newly hired permanent employees shall receive a pro-rated portion of the ten (10) days Sick Leave based on the month of hire, or date of transfer as the case may be. Newly hired permanent employees will not be entitled to use the Sick Leave bank until they have completed three (3) months of regular work based on the calendar year.
- 20.03** Sick leave credits shall be pro-rated based on absences due to illness accident or leave of absence in excess of 30 consecutive days in the previous year; effective on ratification.
- 20.04** Short Term and Long Term Disability will be provided to permanent full- time employees according to the Town's Insurance Carrier Schedule.
- 20.05** If requested by an eligible employee, the Employer shall pay the amount of weekly WSIB benefits to an injured employee. This clause is restricted to uncontested claims. The employee shall require WSIB to make payments directly to the Employer. Such payments shall continue until the employee:
- terminates or is terminated;
 - returns to work to regular or modified duties;
 - is unable to work and receives a pension or payout;
 - ceases to be eligible by WSIB for payment etc.

ARTICLE 21 - PENSION

The Employer will continue to maintain the OMERS Basic Pension Plan and contributions by the Employer and the Employees shall be in accordance with the Plan.

ARTICLE 22 - COMMITTEES

- 22.01** The Employer and the Union agree to establish a Labour-Management Committee consisting of a minimum of three (3) representatives of the Employer and three (3) representatives of the Union.
- 22.02** It is understood that this committee should have no power to usurp the authority of the grievance or negotiation committees.
- 22.03** A representative of the union and a representative of management may attend any meeting of the committee, and, in addition a member of council may attend. The parties may upon mutual agreement invite any person to attend such meeting provided notice is given to the other party.
- 22.04** The committee shall meet at a mutually agreed upon time, without loss in pay or benefits.
- 22.05** Where possible, either party will notify the other party in advance of the meeting concerning the items they wish to discuss.
- 22.06** Members of the union and the Employer will chair the meeting on a rotating basis.
- 22.07** The Employer shall prepare the minutes of each meeting and such minutes shall be posted with a copy sent to the Union and the Council.

22.08 NEGOTIATING COMMITTEE

The Employer agrees to recognize three (3) members of the bargaining unit, elected or otherwise selected by the Union, for the purposes of meeting with an equal number of Employer representatives for the purposes of negotiating a renewal agreement.

It is agreed that the Bargaining unit employees, members of the Negotiating Committee, shall attend negotiating meetings with the Employer without loss in pay or benefits, and the Employer shall bill the Union for the amounts paid on behalf of the Union Negotiating Committee members.

ARTICLE 23 - PAY DAYS

- 23.01** Pay days shall be every 2nd Thursday, by direct deposit in the bank of the employee's choice, except that should a holiday fall on that day, the preceding day shall be deemed to be pay day.

23.02 The Employer will show conspicuously in writing on the pay envelope or slip accompanying the wages paid to each employee, the following information:

Employee's wage rate, number of regular hours worked, number of overtime hours worked (overtime may be converted into regular hours) and all deductions made.

ARTICLE 24 - PROTECTIVE CLOTHING

24.01 The Employer shall supply each employee with protective equipment such as safety hats, ice cleats, safety glasses, rubber gloves, and masks, for their own personal use when required by the Employer or as required by Legislation.

These shall be stored in the employee's locker and shall be replaced at the discretion of the Manager. Replacement cost of articles that are subject to malicious damage or carelessness shall be paid by the employee. Safety apparel shall be worn and criteria set out in the Employer's policies and procedures and in the *Occupational Health and Safety Act* shall be followed.

24.02 Safety Footwear

The Employer shall allow an employee to obtain safety footwear for a value of up to \$300.00 per year upon proof of purchase.

24.03 Uniform Policy

Uniforms are provided as per the Town of Espanola policy for uniforms and safety apparel for all employees as defined by department and work unit. NOTE: See Schedule B Leisure Services Department Uniform Policy.

ARTICLE 25 - GENERAL

25.01 Bulletin Boards

The Employer agrees that the Union shall have the right to use bulletin boards supplied by the Employer. Such bulletin boards are to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

Prior to posting any material, such material shall be forwarded to the Manager of Community and Recreation. The Union agrees to remove out of date material forthwith.

25.02 Right to National Representative

The Union or the Employer may request that a representative of the Canadian Union of Public Employees be present at any meeting involving union matters with the Employer.

25.03 Condition of Employment

Employees as a condition of employment and prior to being hired will have a CPIC and such check must be satisfactory to the Employer.

25.04 Where the Employer has a legitimate reason, the Employer may require employees to submit themselves to a CPIC. The Employer will advise the Union of the circumstances and the reasons for such requirement prior to requesting the employee to submit to such check. It is understood that the Employer will be responsible for the cost of such check.

25.05 The Town of Espanola will pay for the cost of registration for all required re-certifications. As per the requirement of the job as determined by the employer, staffs are responsible to maintain required certifications. Compensation will not be provided if a certification has expired.

25.06 Payment of Wages for Training

When an employee is on duty and authorized to attend an in-service program or course during his/her regular scheduled working hours, he/she shall suffer no loss in regular pay. This shall not result in premium pay. For full-time employees, the Employer shall adjust the employee's scheduled hours to accommodate the course or in-service. Part-time employees and Casual employees who have completed their probationary period will be paid their regular wages for attendance at the in-service program or course. It is understood that an employee required to travel to a course or if the course extends beyond the normal work shift will not be paid for that time.

The Employer will pay for all courses that pertain to an employee's job. The above clause does not apply to certifications which employees are required to maintain for employment such as Lifeguard/Instructor certifications.

25.07 Job Descriptions / Task Lists

It is understood that it is the Employer's sole right and responsibility to alter duties and create job descriptions/task lists. Each employee shall be provided a copy of an up-to-date job description for his or her classification. The Employer shall provide to the Union a copy of the job description, for classifications in the bargaining unit. If the Employer amends a job description then it shall provide the Union with an updated copy of the amended job description.

25.08 Orientation of New Employees

The Employer will provide each new employee with a copy of the Collective Agreement, within three (3) weeks of each new Employee's start date.

Upon request from the Unit Chair, or designate, the Employer agrees to schedule a meeting between the Unit Chair, or designate, and the newly hired external Employee(s) for thirty (30) minutes at a mutually agreeable time.

25.09 Premium for Orientating Employees

Upon request by the Employer, an employee assigned to provide orientation to a new employee or to a current employee changing job classification will be compensated with an additional premium pay of \$1.00 per hour for all hours worked. Employees assigned to provide orientation will only be required to do so when requested in writing.

ARTICLE 26 - SCHEDULES

26.01 Attached hereto and forming an integral part of this Agreement are the following Schedules and Letters of Understanding:

Schedule "A" Classification and Hourly Wage Rates;

Schedule "B" Leisure Services Uniform Policy

Schedule "C"

ARTICLE 27 - VALIDITY OF AGREEMENT

27.01 In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This Agreement shall be effective from the 1st of January, 2024 and shall remain in effect until the 31st of December 2026, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

28.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

28.03 The parties hereto agree to exchange proposals either by mail or by personal delivery at least ten (10) working days prior to the first scheduled negotiation meeting.

Dated this 21st day of June 2024

**For the Corporation of the Town
of Espanola**

Joseph Burke

Joseph Burke (Jun 21, 2024 16:00 EDT)

Douglas Gervais

Douglas Gervais (Jun 21, 2024 16:25 EDT)

**For the Canadian Union of
Public Employees**

d. Sokoloski

Debbie Sokoloski (Jun 21, 2024 14:12 EDT)

Daniel Cormier

Daniel Cormier (Jun 21, 2024 18:56 EDT)

sara sokoloski

sara sokoloski (Jun 21, 2024 17:52 EDT)

Bryan W Keith

Robin Campagnaro

SCHEDULE A

Classification and Hourly Rates January 1, 2024 – 4%

CLASSIFICATIONS	PROBATION	STEP 1 1820	STEP 2 3640	STEP 3 5460	STEP 4 7280
Front Desk	\$17.84	\$18.37	\$18.92	\$19.49	\$20.07
Front Desk Lead (Part-time Recreation Assistant)	\$20.87	\$21.50	\$22.14	\$22.81	\$23.49
Office Coordinator (Full-Time Recreation Coordinator)	\$28.18	\$29.03	\$29.89	\$30.78	\$31.71
Bar Server	\$17.21	\$17.73	\$18.26	\$18.80	\$19.36
Lifeguard/Instructor Full-time	\$21.26	\$21.89	\$22.55	\$23.22	\$23.92
Lifeguard/Instructor Casual Part-time	\$20.66	\$21.29	\$21.92	\$22.58	\$23.25
Assistant Water Safety Lifeguard	\$17.21	\$17.73	\$18.26	\$18.80	\$19.36
Facility Attendant	\$19.78	\$20.37	\$20.99	\$21.62	\$22.27
Cleaner	\$17.21	\$17.73	\$18.26	\$18.80	\$19.36
Community Health and Wellness Specialist	\$25.14	\$25.90	\$26.68	\$27.48	\$28.30
Personal Trainer	\$18.15	\$18.69	\$19.25	\$19.83	\$20.43
Customer Service Booking Clerk	\$18.22	\$18.77	\$19.33	\$19.92	\$20.51
Full-time Aquatic Coordinator	\$28.18	\$29.03	\$29.89	\$30.78	\$31.71
Full-time Assistant Pool Operator	\$25.44	\$26.20	\$27.00	\$27.81	\$28.64
Part-time Aquatic Coordinator	\$25.44	\$26.20	\$27.00	\$27.81	\$28.64
Rink Attendant		Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage
Canteen		Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage

PREMIUMS	
Casual PT Lifeguards	
When Acting as Head Guard	\$1.15/hr
When Acting as Aquafit Instructor	\$1.15/hr
Facility Attendants	
Basic Refrig. Certificate	\$1.00/hr
Ice Painting and Technology Certificate	\$0.35/hr
Ice Repair Certificate	\$1.00/hr
Pool Operator Certificate	\$0.35/hr
Assistant Pool Operator	
Lifesaving Instructor Certificate	\$0.35/hr
Aquatics Coordinator	
Bronze Cross Examiner	\$0.35/hr
National Lifeguard Instructor	\$0.35/hr
National Lifeguard Examiner	\$0.35/hr
First Aid Instructor	\$0.35/hr
Swim Instructor Trainer	\$0.35/hr
Pool Operator Certificate	\$0.35/hr

Classification and Hourly Rates January 1, 2025 – 2.5%

CLASSIFICATIONS	PROBATION	STEP 1 1820	STEP 2 3640	STEP 3 5460	STEP 4 7280
Front Desk	\$18.29	\$18.83	\$19.39	\$19.98	\$20.57
Front Desk Lead (Part-time Recreation Assistant)	\$21.39	\$22.04	\$22.69	\$23.38	\$24.08
Office Coordinator (Full-Time Recreation Coordinator)	\$28.88	\$29.76	\$30.64	\$31.55	\$32.50
Bar Server	\$17.64	\$18.17	\$18.72	\$19.27	\$19.84
Lifeguard/Instructor Full-time	\$21.79	\$22.44	\$23.11	\$23.80	\$24.52
Lifeguard/Instructor Casual Part-time	\$21.18	\$21.82	\$22.47	\$23.14	\$23.83
Assistant Water Safety Lifeguard	\$17.64	\$18.17	\$18.72	\$19.27	\$19.84
Facility Attendant	\$20.27	\$20.88	\$21.51	\$22.16	\$22.83
Cleaner	\$17.64	\$18.17	\$18.72	\$19.27	\$19.84
Community Health and Wellness Specialist	\$25.77	\$26.55	\$27.35	\$28.17	\$29.01
Personal Trainer	\$18.60	\$19.16	\$19.73	\$20.33	\$20.94
Customer Service Booking Clerk	\$18.68	\$19.24	\$19.81	\$20.42	\$21.02
Full-time Aquatic Coordinator	\$28.88	\$29.76	\$30.64	\$31.55	\$32.50
Full-time Assistant Pool Operator	\$26.08	\$26.86	\$27.68	\$28.51	\$29.36
Part-time Aquatic Coordinator	\$26.08	\$26.86	\$27.68	\$28.50	\$29.36
Rink Attendant		Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage
Canteen		Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage

PREMIUMS	
Casual PT Lifeguards	
When Acting as Head Guard	\$1.15/hr
When Acting as Aquafit Instructor	\$1.15/hr
Facility Attendants	
Basic Refrig. Certificate	\$1.00/hr
Ice Painting and Technology Certificate	\$0.35/hr
Ice Repair Certificate	\$1.00/hr
Pool Operator Certificate	\$0.35/hr
Assistant Pool Operator	
Lifesaving Instructor Certificate	\$0.35/hr
Aquatics Coordinator	
Bronze Cross Examiner	\$0.35/hr
National Lifeguard Instructor	\$0.35/hr
National Lifeguard Examiner	\$0.35/hr
First Aid Instructor	\$0.35/hr
Swim Instructor Trainer	\$0.35/hr
Pool Operator Certificate	\$0.35/hr

Classification and Hourly Rates January 1, 2026 – 2.5%

CLASSIFICATIONS	PROBATION	STEP 1 1820	STEP 2 3640	STEP 3 5460	STEP 4 7280
Front Desk	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09
Front Desk Lead (Part-time Recreation Assistant)	\$21.93	\$22.59	\$23.26	\$23.96	\$24.68
Office Coordinator (Full-Time Recreation Coordinator)	\$29.61	\$30.50	\$31.40	\$32.34	\$33.32
Bar Server	\$18.08	\$18.63	\$19.18	\$19.75	\$20.34
Lifeguard/Instructor Full-time	\$22.34	\$23.00	\$23.69	\$24.40	\$25.13
Lifeguard/Instructor Casual Part-time	\$21.71	\$22.37	\$23.03	\$23.72	\$24.43
Assistant Water Safety Lifeguard	\$18.08	\$18.63	\$19.18	\$19.75	\$20.34
Facility Attendant	\$20.78	\$21.40	\$22.05	\$22.71	\$23.40
Cleaner	\$18.08	\$18.63	\$19.18	\$19.75	\$20.34
Community Health and Wellness Specialist	\$26.41	\$27.21	\$28.03	\$28.87	\$29.73
Personal Trainer	\$19.07	\$19.64	\$20.22	\$20.83	\$21.46
Customer Service Booking Clerk	\$19.14	\$19.72	\$20.31	\$20.93	\$21.55
Full-time Aquatic Coordinator	\$29.61	\$30.50	\$31.40	\$32.34	\$33.32
Full-time Assistant Pool Operator	\$26.73	\$27.53	\$28.37	\$29.22	\$30.09
Part-time Aquatic Coordinator	\$26.73	\$27.53	\$28.37	\$29.22	\$30.09
Rink Attendant		Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage
Canteen		Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage

PREMIUMS	
Casual PT Lifeguards	
When Acting as Head Guard	\$1.15/hr
When Acting as Aquafit Instructor	\$1.15/hr
Facility Attendants	
Basic Refrig. Certificate	\$1.00/hr
Ice Painting and Technology Certificate	\$0.35/hr
Ice Repair Certificate	\$1.00/hr
Pool Operator Certificate	\$0.35/hr
Assistant Pool Operator	
Lifesaving Instructor Certificate	\$0.35/hr
Aquatics Coordinator	
Bronze Cross Examiner	\$0.35/hr
National Lifeguard Instructor	\$0.35/hr
National Lifeguard Examiner	\$0.35/hr
First Aid Instructor	\$0.35/hr
Swim Instructor Trainer	\$0.35/hr
Pool Operator Certificate	\$0.35/hr

1. An employee shall move from the Probation rate to Step 1 upon successful completion of the probationary period.
2. Full-time employees shall move to the next step after completion of one (1) year at each level provided they have received a positive recommendation to do so at their annual performance evaluation.
3. Part-time employees shall move to the next step after working the number of hours required for each step.
4. Each step shall represent a 3% increase from the previous step and this 3% difference between steps will be maintained with the exception of those classifications where it is listed “minimum wage” at all steps. All necessary adjustments are reflected in the grid included with this schedule.
5. The parties agree that only current employee(s) receiving a .35 cent hourly premium for holding the Lifesaving Society Instructor Certification will continue to receive such premium as it was not subject to previous negotiations and will be grandfathered for the current eligible employee(s).

SCHEDULE B

LETTER OF AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWN OF ESPANOLA REGIONAL
RECREATION COMPLEX**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4705

UNIFORM POLICY APPLICATION TO THE LEISURE SERVICES DEPARTMENT

Uniforms are issued based on safety and identification purposes. Staff is required to wear apparel issued for safety as designated for the task on the job. Uniforms issued for identification must be worn according to the work group and function within the building.

Uniforms are to be worn while on work shift and have been selected so that patron, visitors and members can easily identify the staff person at work. Any staff person reporting to work without the required uniform will be temporarily suspended without pay until reporting to work with the uniform.

An employee who has a recurring problem wearing their uniform or safety apparel without a reasonable explanation or wears their uniform when off shift will be treated according to the municipal rules and regulations.

Staff Requirements

Clothing such as shirts, pants, bathing suits shall be provided on a as needed basis. Clothing such as jackets shall be provided when the clothing is worn and in need of replacing.

Front Desk

Front desk will be assigned a nametag which must be worn on all work shifts. 1 jacket, fleece or other.

Bar Server

Bar server will be assigned a nametag which must be worn on all work shifts.

Canteen

1 t-shirt and 1 apron

Lifeguard

1 “guard” shirt and shorts

1 teaching uniform consisting of t-shirt and bathing suit; the t-shirt will have the instructor’s name on it for easy recognition.

1 jacket; fleece or other marked lifeguard for situations when the lifeguards are cold on deck.

1 pair of non-slip sandals

*hats are not part of the lifeguard uniform

Facility Attendant

2 pairs of cargo pants

4 shirts – either short or long sleeve

1 jacket; fleece or other

Have access to winter jacket while working in the arena

Replacement

Uniforms are the responsibility of the employer. Uniforms will be replaced based on normal wear and tear and must be presented by the employee to their supervisor for replacement. Lost or stolen uniforms are the responsibility of the employee. In the case of misplaced uniform a new uniform will be ordered, the employee will be responsible to pay for the replacement uniform.

Termination

Upon resignation or termination an employee must return the uniform to their immediate supervisor following their last shift.

The Corporation reserves the right to amend the Uniform Policy from time to time

Dated this 21st day of June 2024

For the Corporation of the Town of Espanola

Douglas Gervais

Douglas Gervais (Jun 21, 2024 16:25 EDT)

Joseph Burke

Joseph Burke (Jun 21, 2024 16:00 EDT)

For the Canadian Union of Public Employees

Debbie Sokoloski

Debbie Sokoloski (Jun 21, 2024 14:12 EDT)

Daniel Cormier

Daniel Cormier (Jun 21, 2024 18:56 EDT)

Sara Sokoloski

sara sokoloski (Jun 21, 2024 17:52 EDT)

Bryan W Keith

Robin Campagnaro

SCHEDULE C

LETTER OF AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWN OF ESPANOLA REGIONAL
RECREATION COMPLEX**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4705

This Letter of Agreement shall form part of and be attached to the current Collective Agreement.

The Parties hereto agree to enter into the following agreement;

An addition to the classification and hourly rates January 1, 2015 schedule as follows:

Premiums:	
Full Time Aquatics Coordinator	\$0.35/hr
Bronze Cross Examiner Certification	\$0.35/hr
National Lifeguard Instructor Certification	\$0.35/hr
National Lifeguard Examiner Certification	\$0.35/hr
First Aid Instructor Certification	\$0.35/hr
Water Safety Instructor Trainer	\$0.35/hr

Dated this 21st day of June 2024

**For the Corporation of the Town
of Espanola**

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